



Board of City Commissioners

The Board of City Commissioners is scheduled to meet in regular session on Tuesday, May 14, 2024, at 5:15 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

The Invocation 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/bismarcknd). Agenda items can be found online at www.bismarcknd.gov/agendacenter.

CALL TO ORDER

FUTURE COMMISSION MEETINGS

- 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. PLEDGE OF ALLEGIANCE LED BY BOY SCOUT TROOP 1089
2. PROCLAMATIONS

- Bike Month

- Maternal Mental Health Awareness Month
- National Public Works Week

Documents:

[2024 Bike Month Proclamation.pdf](#)
[2024 Maternal Mental Health Month.pdf](#)
[2024 National Public Works 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 23, 2024 - Minutes.pdf](#)
[April 29, 2024, 4 PM - Minutes.pdf](#)
[April 29, 2024, 8 AM - 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 Renewals.
3. Blue Bowtie Properties, LLC Letter of Support
4. Krumm & Co., PLLC Letter of Support
5. Mustard Seed, LLC Letter of Support
6. Introduction of and call for a public hearing on a request for a new Class C-2: Hotel or Motel Alcohol license for Merlin Hotel Group, LLC. (dba) Days Inn Bismarck, ND at 1300 E Capitol Ave.
7. Introduction of and call for a public hearing on a request for a new Class E - Sale at Retail of Beer Only Liquor License for Tri-Energy Cooperative (dba) Tri-Energy Cenex - Expressway at 3801 East Rosser Avenue.
8. Introduction of and call for a public hearing on a request for a

new Class I-2: Complementary Alcohol license for Rainbow Nails & Spa, LLC at 722 South 26th Street, Units A & B.

Documents:

- C) ADMIN - Gaming Site Authorization Renewals.pdf
- C) ADMIN - Liquor License Renewals.pdf
- C) ADMIN - Blue Bowtie Properties, LLC Letter of Support.pdf
- C) ADMIN - Krumm and Co. PLLC Letter of Support.pdf
- C) ADMIN - Mustard Seed, LLC Letter of Support.pdf
- C) ADMIN - Days Inn Application.pdf
- C) ADMIN - Tri-Energy Cenex Application.pdf
- C) ADMIN - Rainbow Nails and Spa Application.pdf

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

Change Order 4 to Edling Electric April 12, 2023, Agreement for GA Apron Phase 4 Project.

Documents:

- C) AIR - Edling Electric Change Order.pdf

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

1. Minor subdivision final plat titled Apple Creek Country Club Fourth Subdivision where the Planning and Zoning Commission recommends approval.
2. Ordinance 6577 to amend Section 14-04-19 of the City Code of Ordinances (FP – Floodplain).
3. Proposed street name change of “Gallatin Loop” to “Gallatin Drive” within Fox Island Subdivision and Fox Island Second Subdivision.

Documents:

- C) CD - Apple Creek Country Club Fourth Subdivision.pdf
- C) CD - Ord 6577.pdf
- C) CD - Street Name Change Gallatin Drive.pdf

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

1. Consider request for US Foods to close Saratoga Avenue next to their building on Saturday, May 18, 2024, from 8 AM - 3 PM.
2. Consider request for the Church of St Mary's to close 8th St from Broadway Avenue to Thayer Avenue on Saturday, June 1, 2024, at 5:30 PM until Sunday, June 2, 2024, at 5:00 PM.
3. Development Agreement with Grendahl Design Company, LLC.

4. Cost share reimbursement agreement with the State Water Commission relating to the South Bismarck Flood Control Project and Amendment 2 with Apex Engineering Group, Inc relating to the South Bismarck Flood Control Project.

Documents:

- C) [ENG - US Foods Community Event.pdf](#)
- C) [ENG - St Marys Community Event.pdf](#)
- C) [ENG - Grendahl Development Agreement.pdf](#)
- C) [ENG - South Bismarck Flood Control.pdf](#)

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

1. Applications for Abatement.

Documents:

- C) [FIN - Applications for Abatement.pdf](#)

- I. Consider the request for approval from the Fire Department for the following:

1. Increase to the design fee due to an increase in total project cost as well as a time extension to the contract for the Fire Station 1 Remodel.

Documents:

- C) [FIRE - EAPC Change Order.pdf](#)

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

1. Revised Drug Free Workplace and Substance Abuse Screening Program.
2. ~~Revised HR Travel Policy.~~

Documents:

- C) [HR - Drug Free Work Place and Substance Abuse Program.pdf](#)
- C) [HR - Travel Policy.pdf](#)

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

1. Permission to sell city vehicles and worn out broom cores at

public or online auction.

Documents:

[C\) PW SO - Sale of Vehicles and Worn Out Broom Cores.pdf](#)

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

1. Amendment No. 2 to HDR Engineering WTP Expansion Contract.
2. Change Order No. 3 to Edling Electric's Contract for Water Treatment Plant Filters 1-6 & 12 MGD Accelerator Project.
3. Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the Watermain Replacement Project (HC158).
4. Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the 2024 Water Main Replacement Project (WU143).
5. Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the 2024 CIPP Water Main Rehabilitation Project (WU144).
6. Reject bids for Stormwater Improvement Project SU92 and rebid Boulder Ridge Stormwater Improvements.

Documents:

[C\) PW UO - Amendment No. 2 to HDR WTP Expansion Project Contract.pdf](#)

[C\) PW UO - Change Order No. 3, Edling Electric.pdf](#)

[C\) PW UO - Cost-Share Agreement HC158.pdf](#)

[C\) PW UO - Cost-Share Agreement WU143.pdf](#)

[C\) PW UO - Cost-Share Agreement WU144.pdf](#)

[C\) PW UO - Reject Bids for SU92 and Rebid.pdf](#)

5. REGULAR AGENDA

A. Consider the recommendation from the Vision Fund Committee to support a Flex PACE program interest buy-down for Great Plains Restorative Services, LLC.

Documents:

[R\) ADMIN - Vision Fund Application.pdf](#)

B. Public hearing on Ordinance 6576 regarding equipment of vehicles.

Documents:

R) LEGAL - Ord 6576.pdf

C. Receive a presentation about the City of Bismarck's refaced website.

Documents:

R) ADMIN - Website Reface Demonstration.pdf

D. Receive a presentation about current recruitment and retention issues the Police Department is facing.

Documents:

R) PD - Recruitment and Retention Presentation.pdf

E. Consider approval of a Memorandum of Understanding with Bismarck Parks and Recreation District and Bismarck North Developers, LLC., regarding Elk Ridge Third Addition.

Documents:

R) ENG - Elk Ridge MOU1.pdf

F. Consider the request for approval to negotiate a joint powers agreement with other western North Dakota water systems to seek funding and construction of a regional pH stabilizer storage facility.

Documents:

R) PW UO - Western ND pH Stabilizer Storage Facility.pdf

G. Consider the request for approval of adoption of local limits specific to the Bismarck Wastewater Treatment Plant.

Documents:

R) PW UO - Adoption of Local Limits.pdf

H. Receive update on proposed projects to be included in the Water Development Plan for the ND Department of Water Resource upcoming legislative budget.

Documents:

R) PW UO - Water Development Plan Projects.pdf

6. OTHER BUSINESS

ADJOURN

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PROCLAMATION

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of the city of Bismarck's scenic beauty; and

WHEREAS, throughout the month of May, the residents of the city of Bismarck and its visitors will experience the joys of bicycling through a variety of organized activities or events, or by simply getting out and going for a ride; and

WHEREAS, the city of Bismarck's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of the city of Bismarck, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, the Bicycle and Pedestrian Subcommittee of the Bismarck-Mandan Metropolitan Planning Organization, the League of American Bicyclists, local schools, parks and recreation departments, police department, public health districts, and civic groups will be promoting bicycling during the month of May 2024; and

WHEREAS, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road.

THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby proclaim May 2024, as **BIKE MONTH** in the City of Bismarck and I urge all citizens to join me in this special observance.

Signed this 14th day of May 2024.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



PROCLAMATION

WHEREAS, an average of 1,305 babies are born in Burleigh County each year and the maternal health and, more specifically, the mental health of women before, during, and after pregnancy is an issue of great concern to women and their families and is, therefore, of interest to the City of Bismarck; and

WHEREAS, 10 to 16 percent of new and expectant mothers in North Dakota are affected by the maternal mental health disorder, postpartum depression, and are at risk for developing other related perinatal mood disorders such as anxiety; and

WHEREAS, new and expectant mothers may experience associated symptoms of postpartum depression or a perinatal mood disorder, but these are often overlooked and heavily stigmatized because new and expectant mothers suffering from postpartum depression or a perinatal mood disorder often feel confused, ashamed, and isolated; and

WHEREAS, many at-risk women may not seek help because they are unaware of treatment and community supportive services for postpartum depression and related perinatal mood disorders; and

WHEREAS, heightened awareness and increased education among all residents of Bismarck on postpartum depression and perinatal mood disorders is critical; and

WHEREAS, postpartum depression and related perinatal mood disorders affect all women regardless of their age, race, or income level; and

WHEREAS, postpartum depression and perinatal mood disorders can have a profound impact on the family and significantly contribute to adverse developmental and behavioral outcomes and attachment disorders in the young children of affected women; and

WHEREAS, postpartum depression and perinatal mood disorders are highly treatable with therapeutic intervention such as medication, professional therapy and counseling, support groups and community support services including crisis hotlines.



THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby proclaim May 2024 as **MATERNAL MENTAL HEALTH AWARENESS MONTH** in Bismarck and encourage collaboration with local, state and/or national organizations that are devoted to this field of maternal mental health to facilitate increased awareness and education about postpartum depression and related perinatal mood disorders throughout the City of Bismarck, to improve awareness and access to effective treatment, prevention, and support services for the promotion of maternal and infant mental health in the City of Bismarck.

Signed this 14th day of May 2024.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Bismarck; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Bismarck to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now.

THEREFORE, BE IT RESOLVED that I, Mike Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby designate the week May 19-25, 2024, as **NATIONAL PUBLIC WORKS WEEK**. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Signed this 14th day of May 2024.

Mike Schmitz, Mayor
Bismarck Board of City Commissioners



MEETING OF THE BOARD OF CITY COMMISSIONERS

4/23/2024 - Minutes

Call to Order

The Board of City Commissioners met on April 23, 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, and Commissioner Zenker, were present. Mayor Schmitz attended the meeting via Teams.

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

The Commission recognized Susanna Franchetich and Katie Townsend for their achievement of the Girl Scout Gold Award.

2. Proclamations

Chair Marquardt read the following proclamations:

1. Arbor Day <https://bismarcknd.gov/Archive.aspx?ADID=3029>
2. Historic Preservation Month <https://bismarcknd.gov/Archive.aspx?ADID=3028>
3. Law Enforcement Memorial Week <https://bismarcknd.gov/Archive.aspx?ADID=3030>

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

4. CONSENT AGENDA

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

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

Vouchers: 1117219 to 1117508.

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

- 1. Gaming Site Authorization Renewals.
- 2. Liquor License Renewal.

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

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

- 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.

- 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.

- 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.

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

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

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.**

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.

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.

Brenda Nagel, CEO of the Bismarck Mandan Chamber EDC, Kate Herzog, COO of the Downtown Community Foundation, and Karel Sovak, Dean of the Gary Tharaldson School of Business provided a first quarter update on the work each organization is doing in support of the economic development services contract through the City of Bismarck.

<https://bismarcknd.gov/DocumentCenter/View/46675/Item-5A---April-23-2024-PDF>

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

Katie Greenstein, with HDR Consultants, Michelle Klose and Paul Olson with Public Works Utility Operations presented information relating to a plan relating to limiting the volume of pollutants of concern (POC) that enter the wastewater treatment facility and provided dates for a public comment period. A public meeting will be held Tuesday, April 30, 2024 at 2:00 PM at the Public Works Facility.

<https://bismarcknd.gov/DocumentCenter/View/46676/Item-5B---April-23-2024-PDF>

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

Terry Fleck presented information relating to the installation of sidewalks in an industrial area in which Mr. Fleck is a property owner. He would like the Commission to reconsider the implementation of sidewalks in these areas in the future.

- 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.

Chair Marquardt opened the public hearing. No members of the public appeared for comment.

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

- 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.

Chair Marquardt opened the public hearing. No members of the public appeared for comment.

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

- 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.

Lauren Oster, City of Bismarck Planner, presented an overview of the proposal for Ordinance 6575.

Chair Marquardt opened the public hearing. The following members of the public spoke against the zoning change:

1. Ron Knutson
2. Tim Hennessey
3. Claudia Berg
4. Parrell Grossman
5. Loren Schwab

Jacob Barney, a representative of Five Star Storage, presented the plan proposed for the

site consisting of self storage facilities.

Commissioner Connelly motioned to deny the zoning change and uphold the Planning and Zoning Commission's recommendation, and Commissioner Cleary seconded. Upon a roll call vote, all voted aye. M/C.

<https://bismarcknd.gov/DocumentCenter/View/46677/Item-5F---April-23-2024-PDF>

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

Nathan Schneider, Vice President of Economic Development for Bismarck Mandan Chamber EDC, presented the recommendation from the Vision Fund Committee to award the PACE program interest buy-down to Superior Precast, LLC.

Arthur Goldammer, owner of Superior Precast provided information about the company to the Commission.

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

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

Gabe Schell, City Engineer presented the bid tabulations for Street Light and Traffic Signal Project SV 76. He recommended that the bid be awarded to the lowest bidder Edling Electric for \$69,800.00.

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/46678/Item-5H---April-23-2024-PDF>

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

Item I was pulled from the agenda at the beginning of the meeting to be brought back at a later date.

<https://bismarcknd.gov/DocumentCenter/View/46679/Item-5I---April-23-2024-PDF>

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

Commissioner Marquardt requested that the Finance portfolio be transferred to another Commissioner as he will not be seeking re-election in June. He explained some of the time commitment and expectations required of the Finance portfolio holder and asked for discussion.

Mayor Schmitz expressed that he still believes that he should not be the Finance portfolio holder and expressed his interest in appointing the portfolio to Commissioner Cleary. He also noted that the portfolio assignments will be reviewed again after the election in June.

Commissioner Cleary confirmed that she can meet the time requirements required as a member of the budget committee and would accept the portfolio recommendation.

Commissioner Marquardt voiced his support for Commissioner Zenker to take over the Finance portfolio until assignment are determined after the election.

Commissioner Connelly stated that he had received feedback from members of the public regarding both Cleary and Zenker if they were assigned the Finance portfolio.

Commissioner Marquardt motioned to appoint the Finance portfolio to Commissioner Zenker and Commissioner Connelly seconded. Upon a roll call vote Commissioners Connelly, Cleary, Zenker, and Chair Marquardt voted aye. Mayor Schmitz voted nay. M/C.

6. Other Business

Commissioner Cleary reminded the public of the Keep Bismarck Beautiful event taking place on Saturday, May 4, 2024, from 9:00 AM to Noon. Those interested in participating should register through the Bismarck Parks and Recreation District's website.

ADJOURN

There being no further business to discuss, the meeting adjourned at 8:07 PM.

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MEETING OF THE BOARD OF CITY COMMISSIONERS

4/29/2024 – Minutes

DRAFT MINUTES

1. Call to order

Mayor Schmitz called the meeting to order at 4:00 PM. Commissioner Connelly, Commissioner Cleary, Marquardt, Commissioner Zenker, and Mayor Schmitz were present in the Tom Baker Meeting Room.

2. Executive Session. If a candidate is selected, the City Commission will hold an executive session under NDCC Section 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-0419.1(9) for the following item:

- a. Contract negotiation strategy discussion for a compensation package regarding hiring an Assistant City Administrator.

Commissioner Cleary motioned to enter into executive session under N.D.C.C. § 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-0419.1(9) at 4:00 PM and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Cleary motioned to exit executive session at 4:12 PM and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

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

3. Adjourn

There being no further business to discuss, the meeting adjourned at 4:13 PM.



MEETING OF THE BOARD OF CITY COMMISSIONERS

4/29/2024 – Minutes

DRAFT MINUTES

1. Call to order

Mayor Schmitz called the meeting to order at 8:00 AM. Commissioner Connelly, Commissioner Cleary, Marquardt, Commissioner Zenker, and Mayor Schmitz were present in the Tom Baker Meeting Room.

2. Conduct Applicant Interviews

The Commission interviewed Robert Falcon and Doug Wiles for the Assistant Administrator position.

3. Executive Session. If a candidate is selected, the City Commission will hold an executive session under NDCC Section 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-0419.1(9) for the following item:

- a. Contract negotiation strategy discussion for a compensation package regarding hiring an Assistant City Administrator.

Commissioner Cleary motioned to appoint Doug Wiles to the position of Assistant City Administrator and Commissioner Marquardt seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Cleary motioned to enter into executive session under N.D.C.C. § 44-04-19.2 regarding contract negotiation/negotiation strategy under NDCC Section 44-0419.1(9) at 10:12 AM and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

Commissioner Marquardt motioned to exit executive session at 10:19 AM and Commissioner Cleary 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.

4. Adjourn

There being no further business to discuss, the meeting adjourned at 10:20 AM.

PERSONNEL ACTIONS FOR THE MEETING ON May 14, 2024

Full-Time and Part-Time Appointments

Tkach, Krystal Lee Office Assistant II	Community Devlp.	Probationary Appointment @\$21.15/hr 5/6/2024
Hagemeister, Shirley Door Guard/Ticket Taker/Usher	Event Center	PT Appointment @\$14.00/hr 4/23/2024
Woeste, Alex Event Safety Officer I	Event Center	PT Appointment @\$14.00/hr 5/8/2024
Dollinger, Sydney Records Technician	Police	Probationary Appointment @\$19.76/hr 5/6/2024
Ulrich, Dan Mosquito Control	Public Health/ Environmental Division	PT Appointment @\$16.50/hr 5/13/24
Bentz, Seth Heavy Equipment Operator	PW-Services	Probationary Appointment @\$25.50/hr 5/6/24
Bierman, Henry PT Forestry Tech	PW-Services	PT Appointment @\$16.25/hr 5/13/2024
Miller, Hunter PT Forestry Tech	PW-Services	PT Appointment @\$16.25/hr 5/13/2024
Neutman, Adam Waste Service Worker	PW-Services	Probationary Appointment @\$20.15/hr 5/6/2024
Okeefe, John PT Forestry Tech	PW-Services	PT Appointment @\$16.25/hr 4/29/2024
Perius, Jason Waste Service Worker	PW-Services	Probationary Appointment @\$20.15/hr 5/6/2024
Stockert, Chase PT Forestry Tech	PW-Services	PT Appointment @\$16.00/hr 5/6/2024
Kelly, Fiona PT Maintenance	PW-Utilities	PT Appointment @\$17.00/hr 5/6/2024
Kunz, Ronald PT Maintenance	PW-Utilities	PT Appointment @\$18.50/hr 4/22/2024

Pettit-Schmidt, Jaden WWTP Operator	PW-Utilities	Probationary Appointment @\$25.02/hr 5/6/2024
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Separations

Griffin, Richard Building Service Worker	Airport	Terminated 4/26/2024
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Mack, Tiffany Communications Specialist	CenCom	Resigned 5/3/2024
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Blandford, Joann Maint. Attendant I	Event Center	Terminated 4/22/2024
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Zainhofsky, Jon Senior Firefighter	Fire Department	Retired 5/1/2024
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Briel, Megan Adult Services Associate I	Library	Resigned 4/30/2024
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Baumiller, Dan Seasonal Truck Driver	PW-Services	Resigned 3/30/2024
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Hoepfner, Brandon Waste Service Worker	PW-Services	Resigned 5/1/2024
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Messall, Michael Seasonal Truck Driver	PW-Services	Resigned 3/30/2024
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Muscha, Vern Seasonal Truck Driver	PW-Services	Resigned 3/30/2024
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Vetter, Brent Heavy Equip. Operator	PW-Services	Terminated 4/16/2024
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Jensen, Paul Maintenance Technician	PW-Utilities	Resigned 4/22/2024
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Martin, Donavin Lead WWP Operator	PW-Utilities	Resigned 4/18/2024
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Williams, Jessica Customer Service Rep II	PW-Utilities	Resigned 5/3/2024
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Others

Benske, Cory Community Service Officer	Police	Leave W/O Pay 4/22/2024
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Schwarting, Angel
Client Services Rep

Public Health

Leave W/O Pay
4/22/24 - 4/26/24

Kaseman, Daniel
Heavy Equip. Operator

PW-Services

Leave W/O Pay
3/31/24 - 4/13/24



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Gaming site authorization renewals.

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

- Aggie Foundation
 - B&N Ralph, LLC dba Bruno's Pizza - 910 East Front Avenue
- Bismarck Gymnastics Academy, Inc.
 - W&P of Bismarck, LLC. dba Buffalo Wild Wings - 218 South 3rd Street
- Bismarck-Mandan Lodge No. 1199 Benevolent and Protective order of Elks of the United States of America
 - Bismarck Elks Home Association dba Bismarck Elks - 900 South Washington Street
- Cystic Fibrosis Association of North Dakota
 - Hungry's Restaurants, Inc. dba Cheap Shots - 3938 Miriam Avenue
- Fraternal Order of Eagles #2237
 - Bismarck Eagles - 313 North 26th Street
- Gorilla Wrestling Club, Inc.
 - W&P of Bismarck, LLC dba Buffalo Wild Wings - 3420 North 14th Street
- Light of Christ Catholic Schools
 - St. Mary's Academy - 1025 North 2nd Street
 - St. Mary's Central High School - 5802 Ridgeland Drive
- Prairie Public Broadcasting, Inc.
 - Dakota Skies Bingo - 825 South 8th 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. Aggie Foundation
2. Bismarck Gymnastics Academy
3. Bismarck Mandan Elks Lodge No 1199
4. Cystic Fibrosis Assoc. of ND
5. Fraternal Order of Eagles #2237
6. Gorrilla Wrestling, Inc.
7. Light of Christ Catholic Schools
8. Prairie Public Broadcasting



**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) Aggie Foundation		Business Telephone Number 701-721-7286	
Business Address (Street) 501 Main Street North	City Velva	State ND	ZIP Code 58790
Mailing Address 501 Main Street North	City Velva	State ND	ZIP Code 58790
Address Where Gaming Accounting Records Are Kept 3209 Fiechtner Drive South	City Fargo	State ND	ZIP Code 58103
E-mail Address aggiegaming2@gmail.com	Contact Person Mindy Norton	Official Position of Contact Person Gaming Manager	

2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	3. Provide Organization's Federal Employer Identification Number (EIN) 46-0644499
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4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Terry Peterson	Daytime Telephone Number 701-721-7286
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5. Name of Gaming Manager Mindy Norton	Daytime Telephone Number 701-527-0235
--	---

6. Signature of Gaming Manager 	Date 4-15-24
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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 Terry Peterson	Telephone Number 701-721-7286	Name Lance Selzler	Telephone Number 701-500-5585
Name Wade Kittelson	Telephone Number 701-361-9462	Name Trevor Kittelson	Telephone Number 701-741-5177
Name Josh Stahlecker	Telephone Number 320-249-7199	Name Jacob Oster	Telephone Number 701-541-7876
Name Shayla Marshal	Telephone Number 907-223-3544	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? <input type="checkbox"/> Own <input checked="" type="checkbox"/> 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 4-15-24
--	---	------------------------



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

License No. G- 1 0 5 2

Organization Name AggieFoundation		
Mailing Address 501 Main St N		
City Velva	State ND	ZIP Code 58790
Business Phone 701-721-7286	Cell Phone same	

Name of Gaming Manager Mindy Norton	Date of Hire 2/1/2021
---	---------------------------------

NOTE: Volunteer Gaming Managers are required to have a record check completed.
 Record Check Completed Yes No

Date of Birth 8/3/1983

EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1. Mindy Norton	Gaming Manager	2/1/2021	8/3/1983	<input type="checkbox"/>
2. Bryce Weisser	Runner	11/15/2021	10/8/1980	<input type="checkbox"/>
3. Chelsea Kunnanz	Runner	4/22/2022	8/5/1993	<input type="checkbox"/>
4. Terry Peterson	Board President	7/1/2012	4/17/1980	<input checked="" type="checkbox"/>
5. Jennifer Spiesz	Assistant Bookkeeper	7/1/2022	9/12/1974	<input type="checkbox"/>
6. Johannah Wicks	Bookkeeper	7/1/2022	11/28/1970	<input type="checkbox"/>
7. Troy Hagen	Runner	7/1/2022	2/19/1970	<input type="checkbox"/>
8. Keri Hoover	Count Team	12/28/2022	5/29/1961	<input type="checkbox"/>
9. Jay Johnson	Volunteer	12/22/2022	5/25/1961	<input checked="" type="checkbox"/>
10. Trevor Kittelson	Volunteer	4/19/2023	10/28/1975	<input checked="" type="checkbox"/>
11. Brigitte Gehring	Count Team	5/21/2023	6/14/1981	<input type="checkbox"/>
12. Leonard Anderson	Dealer	6/23/2023	7/8/1977	<input type="checkbox"/>
13. Kimm Tendeland	Assistant Bookkeeper	8/14/2023	5/13/1964	<input checked="" type="checkbox"/>
14. David Roedocker	Dealer	9/13/2023	5/13/1964	<input type="checkbox"/>
15. Christopher Rehder	Dealer	9/25/2023	7/30/1967	<input type="checkbox"/>
16.				<input type="checkbox"/>
17.				<input type="checkbox"/>
18.				<input type="checkbox"/>
19.				<input type="checkbox"/>
20.				<input type="checkbox"/>
21.				<input type="checkbox"/>
22.				<input type="checkbox"/>
23.				<input type="checkbox"/>
24.				<input type="checkbox"/>

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

Aggie Foundation

INTERNAL CONTROL MANUAL – GAMING

June 2023

**AGGIE FOUNDATION
GAMING DIVISION
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

Aggie Foundation

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

B&N Ralph, LLC dba Bruno's Pizza

Street 910 East Front AVenue	City Bismarck	ZIP Code 58504-5649	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)

Four electronic on the West side of the building on East divider. Also one paper pull tab dispensing device.

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 throughly 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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) B&N Ralph, LLC		Site Name Bruno's Pizza		Site Phone Number 701-751-3700
Site Address 9100 East Front Avenue		City Bismarck	State ND	Zip Code 58504
County Burleigh		Rental Period 7/1/2024 to 6/30/2024		Monthly Rent Amount
Organization Aggie Foundation				
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$ 0
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 0
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>4</u>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 700.00
Total Monthly Rent				\$
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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.

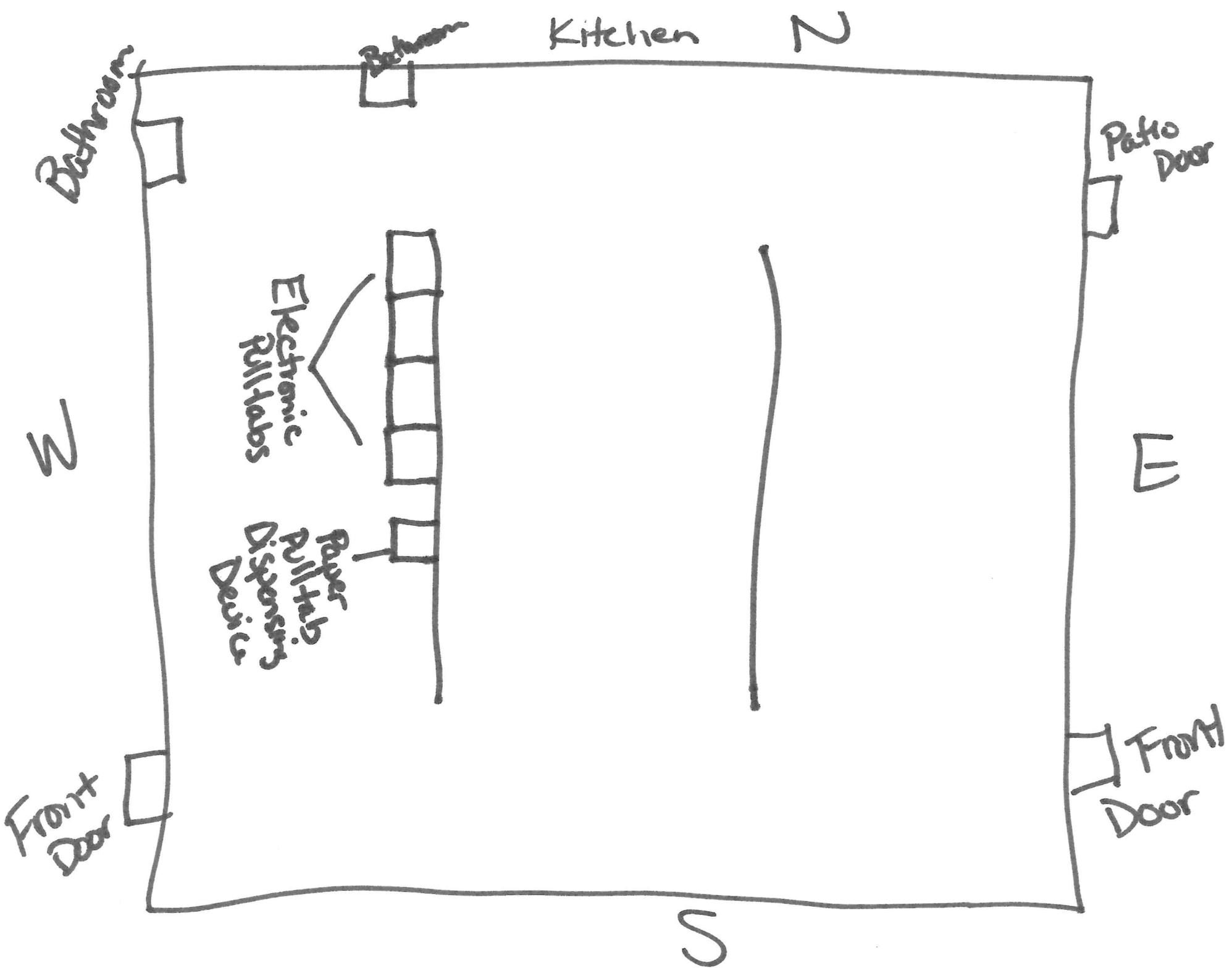
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

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 Managing Member	Date 4-18-2024
Signature of Lessee 	Title Board President	Date 4-22-2024





**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 Gymnastics Academy Inc.		Business Telephone Number 701-258-8956	
Business Address (Street) 3200 North 10th St.	City Bismarck	State ND	ZIP Code 58503
Mailing Address 3200 North 10th St.	City Bismarck	State ND	ZIP Code 58503
Address Where Gaming Accounting Records Are Kept 3200 North 10th St.	City Bismarck	State ND	ZIP Code 58503
E-mail Address brenna@bismarckgymnastics.org	Contact Person Brenna Mosbrucker	Official Position of Contact Person Executive Director	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 45-0354555	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Jade Desmidt		Daytime Telephone Number 701-400-5709	
5. Name of Gaming Manager Brenna Mosbrucker		Daytime Telephone Number 701-400-4098	
6. Signature of Gaming Manager <i>Brenna Mosbrucker</i>		Date 4/17/24	
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 Jade Desmidt	Telephone Number 701-400-5709	Name	Telephone Number
Name Dave Spickler	Telephone Number 701-202-6210	Name	Telephone Number
Name Gina Sondeland	Telephone Number 701-220-3869	Name	Telephone Number
Name Trisha Dietz	Telephone Number 701-516-3540	Name	Telephone Number
Name Germain Kruger	Telephone Number 701-220-6525	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? <input type="checkbox"/> Own <input checked="" type="checkbox"/> 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>Jade Desmidt</i>	Date 4/24/24
--	--	------------------------



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 Gymnastics Academy, 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

W & P of Bismarck, LLC. dba Buffalo Wild Wings

Street 218 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)

East wall of bar area

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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted) 10:30 AM - 12:30 AM
---	--

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:

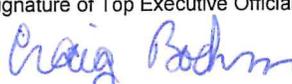
Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



**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 Lodge No. 1199 Benevolent and Protective Order of Elks		Business Telephone Number 701-255-1199	
Business Address (Street) 900 South Washington Street	City Bismarck	State ND	ZIP Code 58504
Mailing Address P.O. Box 1596	City Bismarck	State ND	ZIP Code 58502
Address Where Gaming Accounting Records Are Kept 900 South Washington Street	City Bismarck	State ND	ZIP Code 58504
E-mail Address lodge.secretary@midconetwork.com	Contact Person Arlan Scholl	Official Position of Contact Person Gaming Manager - Secretary	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 82-3431185	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Craig Boehm		Daytime Telephone Number 701-400-8785	
5. Name of Gaming Manager Arlan Scholl		Daytime Telephone Number 701-226-3693	
6. Signature of Gaming Manager 		Date 4-10-2024	
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 Boehm	Telephone Number 701-400-8785	Name Brant Boeckle	Telephone Number 701-580-0568
Name Joshua Atkinson	Telephone Number 605-222-7828	Name Arlan Scholl	Telephone Number 701-226-3693
Name Darrel Eberle	Telephone Number 701-595-3384	Name Mark Webster	Telephone Number 701-220-6796
Name Nelson Benson	Telephone Number 701-391-4460	Name Rodney Beck	Telephone Number 701-220-5313
Name James Martin	Telephone Number 701-226-0595	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? <input checked="" type="checkbox"/> Own <input type="checkbox"/> 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 4-10-2024
--	---	--------------------------

Bismarck – Mandan Elks Lodge 1199 officers April 1st, 2024 – March 31st, 2025

Craig Boehm – Exalted Ruler

445 London Ave.
Unit 5
Bismarck, North Dakota 58504-7662
Cboehm1@bis.midco.net
701-400-8785

Brandt Boeckel – Leading Knight

615 Cottonwood Loop
Bismarck North Dakota 58504-7415
bboeckel@gowirline.com
701-580-0568

Joshua Atkinson – Loyal Knight

610 Browning Ave
Bismarck North Dakota 58503-1008
Joshua.david.atkinson@gmail.com
605-222-7828

Lecturing Knight

Arlan Scholl – Secretary – Full and Final Discretionary Authority

1331 North 16th Street
Bismarck, North Dakota 58501
Lodge.secretary@midconetwork.com
701-226-3693

Darrel Eberle – Treasurer

633 East Wachter Ave.
Bismarck, North Dakota 58504
dveberle@midco.net
701-595-3384

Patrick Clancey – Esquire

503 Southwood Ave.
Bismarck North Dakota 58504-6260
Clancy.crew@gmail.com
701-638-6003

Chaplin

Bismarck – Mandan Elks 1199 – Trustees

Trustee 1 year open

Mark Webster – 2 year
P.O. Box 645
Bismarck North Dakota 58502
mrmarktou@gmail.com
701-220-6796

Nelson Benson – 3 year
215 Laredo Drive
Bismarck North Dakota 58504-7210
bbenson@bis.midco.net
701-391-4460

Rodney Beck – 4 year
1983 Billings Drive
Bismarck North Dakota 58504-7255
rrbeck54@bis.midco.net
701-220-5313

James Martin – 5 Year
P.O. Box 1671
Bismarck North Dakota 58502-1671
Jm.adveng@midco.net
701-226-0595



CURRENT GAMING EMPLOYEE LIST

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

Organization Name Bismarck Mandan Lodge No. 1199 BPOE		
Mailing Address P.O. Box 1596		
City Bismarck	State North Dakota	ZIP Code 58502
Business Phone 701-255-1199	Cell Phone 701-226-3693	

License No. G- 1 0 1 9

Name of Gaming Manager Arlan Scholl	Date of Hire 4/1/13
NOTE: Volunteer Gaming Managers are required to have a record check completed. Record Check Completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth 11/25/57

EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1. Josh Bakken	Shift Manager	04/08/2014	03/20/1992	<input type="checkbox"/>
2. Sheila Heil	Book Keeper	01/18/2009	1/11/1961	<input type="checkbox"/>
3. Cynthia Landenberger	Count Team	10/01/2012	08/02/1955	<input type="checkbox"/>
4. Arlan Scholl	Gaming Manager	04/01/2013	11/25/1957	<input type="checkbox"/>
5. Candice Wilson	Shift Manager	09/23/2013	08/20/1955	<input type="checkbox"/>
6. Samantha Brady	Shift Manager	06/08/2021	10/11/1999	<input type="checkbox"/>
7. Scott Chase	Shift Manager	01/25/2024	10/07/1973	<input type="checkbox"/>
8. Terry Morast	Shift Manager	04/12/2017	11/23/1959	<input type="checkbox"/>
9.				<input type="checkbox"/>
10.				<input type="checkbox"/>
11.				<input type="checkbox"/>
12.				<input type="checkbox"/>
13.				<input type="checkbox"/>
14.				<input type="checkbox"/>
15.				<input type="checkbox"/>
16.				<input type="checkbox"/>
17.				<input type="checkbox"/>
18.				<input type="checkbox"/>
19.				<input type="checkbox"/>
20.				<input type="checkbox"/>
21.				<input type="checkbox"/>
22.				<input type="checkbox"/>
23.				<input type="checkbox"/>
24.				<input type="checkbox"/>

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

INFORMATION:

1. For purposes of this form, the definition of an "employee" is:
 - a. A person who directly operates games on a site.
 - b. A person who is a shift or gaming manager
 - c. A person who is employed by a bar that is not operated by an organization, and who is authorized by an organization under subsection 4 of section 99-01.3-12-02 to withdraw currency or a drop box from a pull tab dispensing device.
 - d. A person who places a deal of pull tabs in a dispensing device, removes currency from the device, or reimburses a bar for redeemed pull tabs.
 - e. A person who is a member of a drop box cash count team.
2. List the employee's full name, including first, middle, and last. If an employee had a record check completed under a different name, indicate the name.
3. List the employee's job title. For example: Runner, Bingo caller, Dealer, Jar Operator, Count Team Member, etc.
4. List the date the employee was hired or started volunteering for the organization. If an employee had an employment gap for more than one year with the organization, list the most current re-hire date.
5. If an employee is not paid by the organization, check the volunteer box.



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 Lodge No. 1199 Benevolent and Protective Order of Elks of The United States of America

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 Mandan Elks Home Association dba Bismarck Mandan Elks Lodge

Street

900 South Washington 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)

TR Bar and 1199 Speakeasy Lounge

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

Raffle March and August. Poker Tournaments December and March.

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)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> 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 Elks Home Association		Site Name Bismarck Elks		Site Phone Number 701-255-1199
Site Address 900 South Washington Street	City Bismarck	State ND	Zip Code 58504	County Burleigh
Organization Bismarck Mandan Elks Lodge 1199	Rental Period _____ to _____			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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 \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 300
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>10</u>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 1200
Total Monthly Rent				\$ 1,500
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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 Gaming Manager - Secretary	Date 4-10-2024
Signature of Lessee 	Title Gaming Manger - Secretary	Date 4-10-20214

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.

Special considerations are:

 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general **before** its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirements)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.

**OFFICE OF ATTORNEY GENERAL
GAMING DIVISION**

Bismarck - Mandan Elks Lodge 1199
B.P. O.E Bismarck North Dakota
900 South Washington Street
Bismarck North Dakota 58504
701/255/1199
Arlan Scholl - Gaming Manager

GAMING INTERNAL CONTROL MANUAL

OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
GAMING INTERNAL CONTROL MANUAL

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

License Number G- 615
License Year Ending June 30, _____

1. Official, Legal Name of Organization (Do Not Abbreviate) Cystic Fibrosis Association of North Dakota		Business Telephone Number 701-222-3998	
Business Address (Street) 107 W Main Ave Ste 150	City Bismarck	State ND	ZIP Code 58501
Mailing Address 107 W Main Ave Ste 150	City Bismarck	State ND	ZIP Code 58501
Address Where Gaming Accounting Records Are Kept 107 W Main Ave Ste 150	City Bismarck	State ND	ZIP Code 58501
E-mail Address jkambeitz@cfand.org	Contact Person Joe Kambeitz	Official Position of Contact Person Director	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 45-0355886	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Mike Zimmerman		Daytime Telephone Number 701-226-7058	
5. Name of Gaming Manager Joe Kambeitz		Daytime Telephone Number 701-222-3998	
6. Signature of Gaming Manager 		Date 3-6-2024	
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 Mike Zimmerman	Telephone Number 701-226-7058	Name Gail Rothschiller	Telephone Number 701-220-1393
Name David Backlund	Telephone Number 701-730-5749	Name Kaylin Deis	Telephone Number 701-471-5662
Name Mandy Anderson	Telephone Number 701-793-6434	Name Erin Paulson	Telephone Number 701-320-7206
Name Jeremy Barth	Telephone Number 701-391-5516	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? <input type="checkbox"/> Own <input checked="" type="checkbox"/> 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 3-6-24
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CURRENT GAMING EMPLOYEE LIST
 ND OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 54270 (8-2023)

License No. G- 0 6 1 5

Organization Name Cystic Fibrosis Association of North Dakota		
Mailing Address 107 West Main Avenue Suite 150		
City Bismarck	State ND	ZIP Code 58501
Business Phone 701-222-3998		Cell Phone 701-226-3131

Name of Gaming Manager Joe Kambeitz	Date of Hire 9-25-2021
NOTE: Volunteer Gaming Managers are required to have a record check completed. Record Check Completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth 11-30-1962

	EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1.	Larry J. Ashley	Cashier/BJ Dealer	4-7-2009	1-8-1971	<input type="checkbox"/>
2.	Travis J. Ereth	Cashier/BJ Dealer	11-25-2023	6-28-1981	<input type="checkbox"/>
3.	Dwayne S. Hanson	Count Team/Runner	11-14-2022	10-29-1976	<input type="checkbox"/>
4.	Daniel H. Henke	CT/Runner Cashier/Dealer	10-31-2023	2-21-1996	<input type="checkbox"/>
5.	Cindie L. Hoge	Count Team Bingo	11-4-2023	11-18-1962	<input type="checkbox"/>
6.	Mitchell A. Kersten	Cashier/BJ Dealer	10-18-2022	6-10-1968	<input type="checkbox"/>
7.	Karie A. Leingang	Cashier/BJ Dealer	1-24-2021	1-17-1975	<input type="checkbox"/>
8.	Stacy L. Ortiz-Ashley	Cashier/ BJ Dealer	10-19-1994	10-22-1968	<input type="checkbox"/>
9.	Jerry M. Sandwick	Cashier/ BJ Dealer	1-30-2001	4-20-1963	<input type="checkbox"/>
10.	Ginger L. Stolz	Cashier/ BJ Dealer	4-25-2022	5-16-1965	<input type="checkbox"/>
11.	Stephanie M. Thorson	Cashier/ BJ Dealer	2-10-2022	12-14-1990	<input type="checkbox"/>
12.	Seneca L. Village Center	Cashier/ BJ Dealer	11-25-2023	11-11-1978	<input type="checkbox"/>
13.	Jesse L. Weber	Asst Mgr/ Cashier/ Dealer	8-17-2021	7-15-1985	<input type="checkbox"/>
14.	Rena E. Witt	Count Team/ Runner	1-16-2024	8-21-1982	<input type="checkbox"/>
15.					<input type="checkbox"/>
16.					<input type="checkbox"/>
17.					<input type="checkbox"/>
18.					<input type="checkbox"/>
19.					<input type="checkbox"/>
20.					<input type="checkbox"/>
21.					<input type="checkbox"/>
22.					<input type="checkbox"/>
23.					<input type="checkbox"/>
24.					<input type="checkbox"/>

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS



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
Cystic Fibrosis Association of North Dakota

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
Cheap Shots

Street 3938 Miriam 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 Bar area, excluding entryway, restrooms and restaurant.

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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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	

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) Hungry's Restaurants Inc.		Site Name Cheap Shots		Site Phone Number 701-222-1568
Site Address 3938 Miriam Avenue		City Bismarck	State ND	Zip Code 58501
Organization Cystic Fibrosis Association of North Dakota		Rental Period 7-1-2024 to 6-30-2025		County Burleigh
1. Is Bingo going to be conducted at the site?				Monthly Rent Amount
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.				\$
2. Is Twenty-One conducted at this site?				\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$ 300.00
3. Is Paddlewheels conducted at this site?				\$
Number of Tables _____ X Rent per Table \$ _____				
4. Is Pull Tabs Involving either a Jar bar or standard dispensing device conducted at this site?				\$
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				325.00
5. Are Electronic Pull-Tabs conducted at this site?				\$
If "Yes" please indicate the number of devices <u>7</u>				1025.00
Total Monthly Rent				\$ 1650.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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.

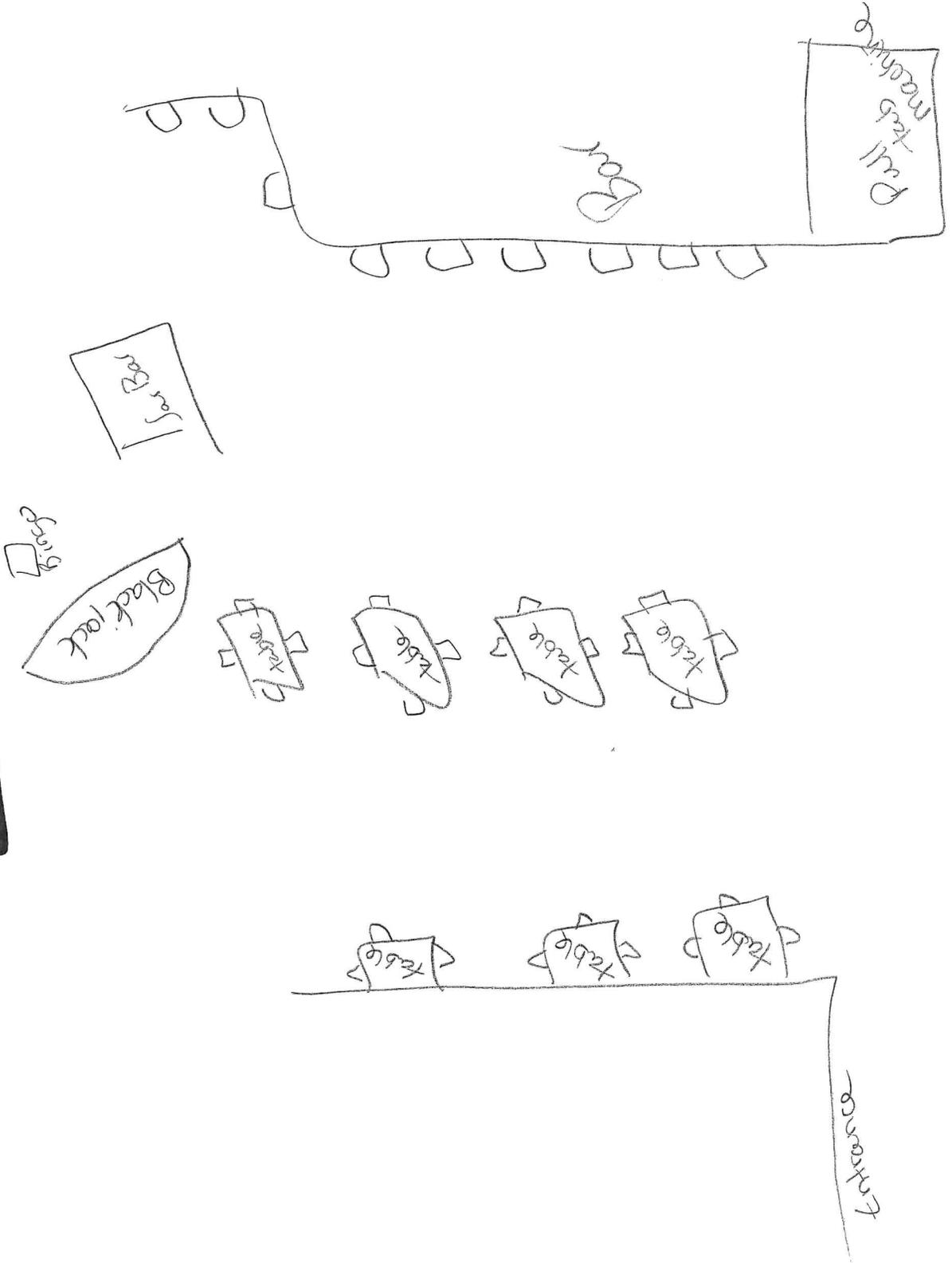
The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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 President	Date 03/18/24
Signature of Lessee	Title President	Date 03/18/24

Cheap Shots



0007 | 0007 | 0007

0007 | 0007 | 0007 | 0007



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

License Number G-0058 158 A
License Year Ending June 30, 2024

1. Official, Legal Name of Organization (Do Not Abbreviate) Fraternal Order of the Eagles # 2237		Business Telephone Number 701-223-2045	
Business Address (Street) 313 N 26th St	City Bismarck	State ND	ZIP Code 58501
Mailing Address 313 N 26th St	City Bismarck	State ND	ZIP Code 58501
Address Where Gaming Accounting Records Are Kept 313 N 26th St	City Bismarck	State ND	ZIP Code 58501
E-mail Address biseaglesgaming@hotmail.com	Contact Person Laurel Kukert	Official Position of Contact Person Gaming Manager	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 45-0126005	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Kenneth Rebel Senior Trustee		Daytime Telephone Number 701-220-9016	
5. Name of Gaming Manager Laurel Kukert		Daytime Telephone Number 701-400-3343	
6. Signature of Gaming Manager 		Date 3-6-24	
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 Kenneth Rebel	Telephone Number 701-220-9016	Name Tony Splonskowski	Telephone Number 701-223-0326
Name Gerald Feist	Telephone Number 701-258-1638	Name Francis Williams	Telephone Number 701-258-2265
Name Robert Wagner	Telephone Number 701-425-6511	Name Bill Kopp	Telephone Number 701-258-4426
Name Jerry Brown	Telephone Number 701-255-3299	Name Paul Senger	Telephone Number 701-223-7579
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? <input checked="" type="checkbox"/> Own <input type="checkbox"/> 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 3-11-24
--	---	------------------------



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
Fraternal Order of Eagles-Bismarck Aerie #2237

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
Fraternal Order of Eagles-Bismarck Aerie #2237

Street 313 North 26th Street	City Bismarck	ZIP Code 58501	County Burleigh
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Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0"
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Specific location where games of chance will be conducted and played at the site (required)
Bar area, back bar, dance floor, dining room, outside of manager's office.

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known
Monday-Saturday, special Sundays

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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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

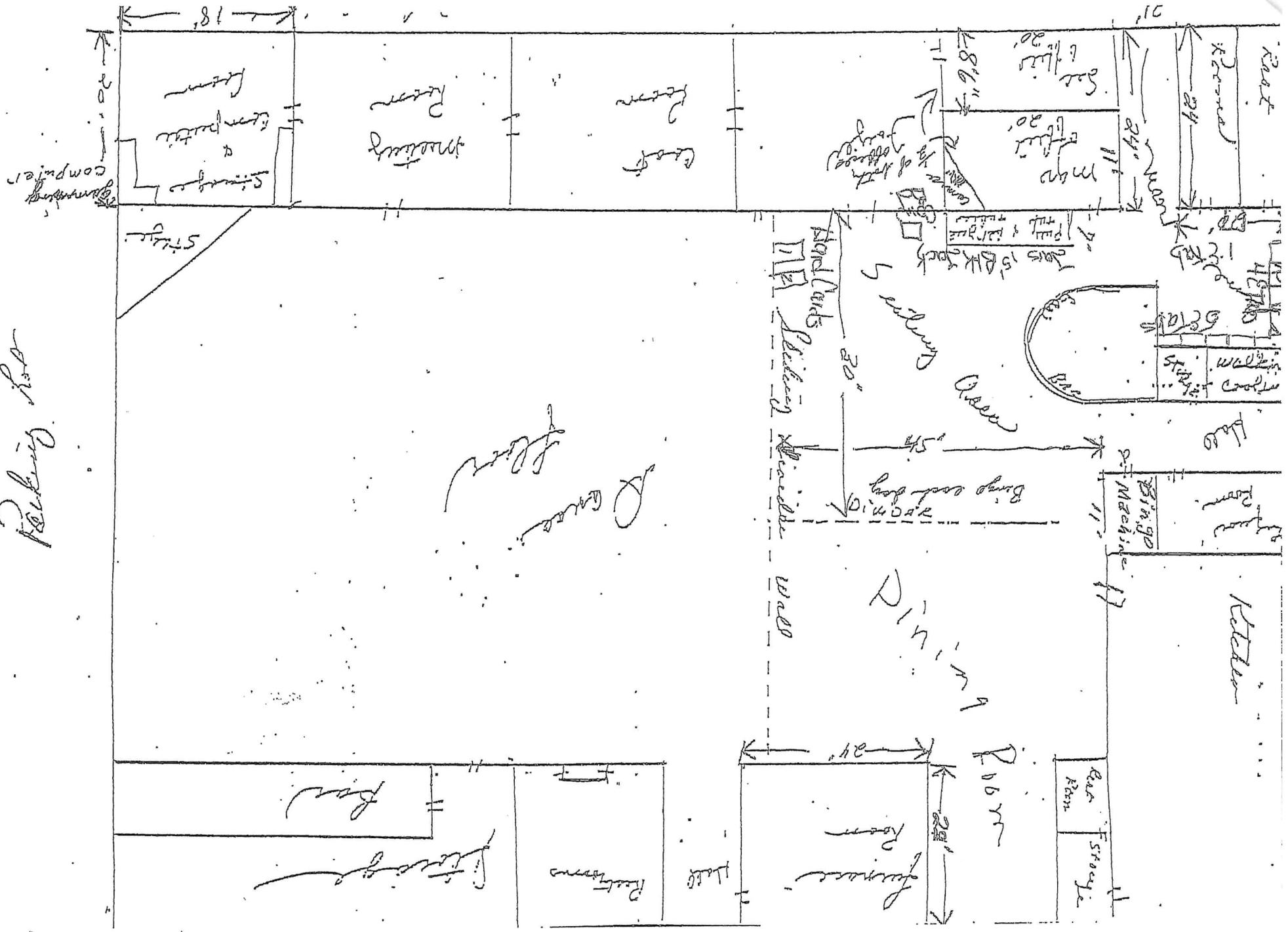
INSTRUCTIONS:

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

Parking Lot



UPDATING THE INTERNAL CONTROL MANUAL

Responsibility	Procedure
Bookkeeper/Gaming Mgr	Identifies Procedure/responsibility to be changed Prepares Proposed change and documents reasons for change Reviews recommended change and effect on total gaming controls, Reviews changes with Governing Board Has copies of all approved changes inserted in manual Follows up to see that changes are implemented
Governing Board	Reviews changes recommended by the Bookkeeper/Gaming Mgr Determines if changes should be made If changes are approved, has approval noted in the minutes

The Governing Board and General Manager have established a policy for Cash Bank use during the day hours for the Bar Employees acting as Shift Managers.

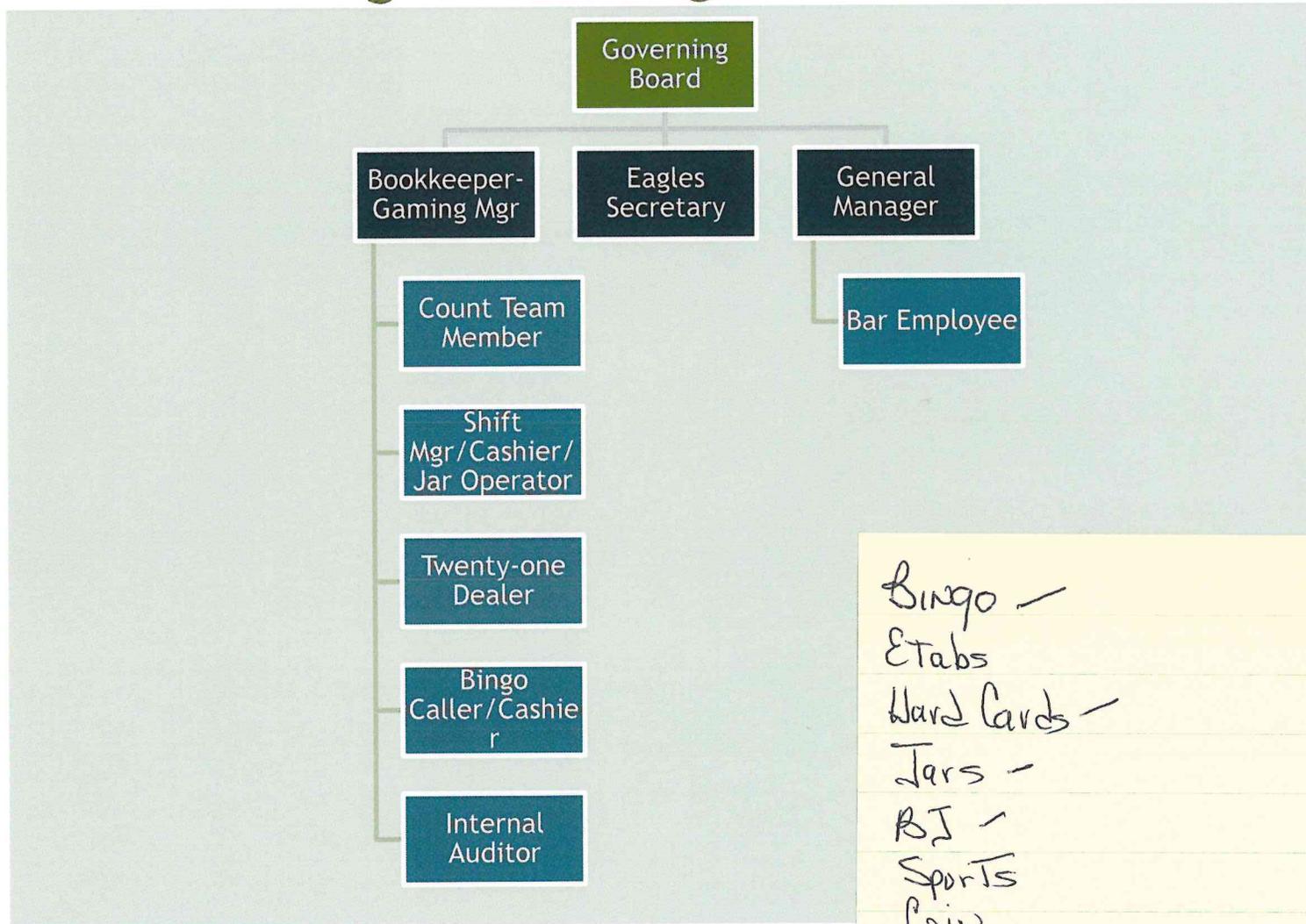
One of the E-Tab Cash Banks will be used to redeem prizes for both of the E-Tab vendors-Hard Card Dispensing Devices and Prize Board Dispensing Devices. The funds are in a locked drawer behind the bar. This will eliminate the exposure of all of the Cash Banks during limited employee duty.

When the Shift Manager-Cashier-Jar Operator comes on Shift in the early evening the Prizes will be paid back to the E-Tab Cash Bank from the Cash Bank for the individual type of game.

The balance will then be verified before additional prizes are redeemed.

Overage or Shortage will be logged on the E-Tab Daily Report.

Bismarck Eagles Gaming



Bingo -
Etabs
Hard Cards -
Jars -
BJ -
Sports
Coin

POSITION DESCRIPTIONS

Governing Board:

Responsible for the operating of the organization. Established policy and procedure, reviews long-range plans and budgets and reviews and authorizes capital expenditures. Reviews financial statements and reports. Authorizes the addition or reduction of gaming sites and games types and games. Determines the use of net proceeds. Has signatory authority on the gaming and trust accounts. Periodically examines application of current internal accounting controls of the organization to ensure compliance with prescribed procedures.

Bookkeeper/Gaming Manager:

Reports to the Governing Board. Audits all closed games and daily activity verifying the number and value of unsold chances, gross proceeds, number and value of prizes, adjusted gross proceeds, and cash profit. Periodically examines application of current internal accounting controls of the organization to ensure compliance with prescribed procedures. Completes interim audits of pull tab games. Verifies the Secretary's monthly reconcilements of Gaming/Trust accounts. Quarterly physically counts the inventory and reconciles physical count to inventory records. Quarterly physically counts all cash banks, and reconciles physical count to ideal cash bank recorded amount for each bank. Prepares quarterly gaming tax return. Has access to keys in storage compartment and vault combination. Prepares bank deposits for forwards the copy of bank deposit and receipt to Eagles Secretary. Is responsible for the overall operation of the gaming activities. Ensures all employees are in compliance with the gaming laws and rules. Responsible for issuing inventory and inventory records. Responsible for opening site with Count Team Member. Assist in the conduct of games when necessary. Is a member of the Count Team.

Count Team Member:

Reports to the Bookkeeper/Gaming Manager. Organizes, counts and reconciles all cash removed from all machine types, with the assistance of a Cash Counter and prints receipt of said cash. Daily physically counts all cash banks and verifies to beginning cash amounts.

Shift Manager/Cashier/Jar Operator:

Reports to Gaming Manager. Responsible for all gaming activities at the site during their shift. Responsible for safeguarding assets at the site, including equipment, records and cash. Ensures that all employees comply with gaming laws and rules and organization policies and procedures during the shift. As cashier, is responsible for cashing in twenty-one chips, and twenty-one recordkeeping. Counts, records, and attests to the cash and chip banks at the open and close of their shift. Prepares and signs slips for transferring chips to the table. Verifies and signs credit slips when chips are removed from the

table. As jar operator id responsible for conducting games of pull tables and single games according to gaming rules and organization policy. Maintains separate accountability for each game conducted. Counts, records and attests to the cash banks at the open and redeemed prizes and cash banks at the close of their shift.

Twenty-One Dealer:

Reports to the Gaming Manager. Sells chips to players, collects and pays wagers according to gaming rules. Verifies and signs fill slips when chips are brought to the table. Prepares and signs credit slips when removing checks for the table. Completes twenty-one dealer tracking records. Verifies surveillance camera is functioning.

Bingo Cashier/Caller:

Reports to the Gaming Manager. As cashier, is responsible for selling bingo cards. Issues bingo prizes to winning players. Maintains accountability for bingo activity conducted. Counts, records, and attests to the cash and bingo cards at the open and close of their shift. As caller, announces to the players, all policies before the bingo games begins. Calls bingo according to the gaming rules and organization policies. Keeps track of all numbers called. Maintains all bingo equipment in proper working order.

Bar Employee:

Reports to Gaming Manager or General Manager. Is not a Gaming employee, however conducts as an agent for the organization, paying winning pull tab dispensing device tickets redeemed by players. Assists and attests to closing balance on all gaming types.

Eagles Secretary:

Reports to Governing Board. Prepares monthly, quarterly and yearly operating, statistical and financial statement and reports to External Auditor. Writes checks for monthly expenses that have been approved and reconciles the gaming and trust accounts. Responsible for the proper recording and documentation of receipts and disbursements.

General Manager:

Processes time cards and reports to external auditor for payroll payment. Seeks dual signatures of payroll checks and disperses payroll checks. Responsible for hiring and supervising all gaming employees.

Internal Auditor:

Reports to the Bookkeeper/Gaming Manager. Reviews all reports for compliance and completion.

BISMARCK EAGLES STANDARD PROCEDURES

General Accounting Procedures:

Governing Board

1. Determines the use of net proceeds from the trust account.
2. Reviews gaming related bills received, approves payment, and forwards to Club Secretary, signs checks
3. Reviews monthly, quarterly, and yearly operating, statistical and financial reports and takes appropriate action.
4. Reviews tax return for accuracy, signs return.
5. Reviews gaming quarterly tax return and signs.
6. Signs payroll checks

Bookkeeper/Gaming Manager

1. Prepares donation requests for Gaming Trust Board.
2. Submits approved requests to Secretary for payment.
3. Maintains documentation supporting all payments made from the trust account including invoices, receipts and solicitation requests.
4. Prepares quarterly gaming tax return and forwards to Governing Board for review & signature.
5. Reviews bank reconcilements for Gaming and Trust Accounts.

Club Secretary

1. Maintains documentation supporting all payments made from gaming accounts for gaming expenses and assets.
2. Forwards all checks to Governing Board for dual signatures.
3. Monthly bank statements, reconciles bank statements to check registers, prepares reconciliation report entailing receipts and disbursements for month
4. Receives approved disbursements to be made from the trust and gaming accounts, prepares checks for payment.

General Manager

1. Reviews time cards, complies hours, sends information to External Auditor for preparation
2. Forwards payroll checks to Governing Board for dual signature
3. Maintains payroll records

ACCOUNTING—CASH BANKS

Establishing/Closing Cash Banks:

Governing Board:

1. Approves the addition or reduction of gaming sites and the addition or reduction of game types or games at current site.
2. Per Gaming Manager recommendation approves the cash banks for all game types & sites. Forwards approved cash banks amount to Bookkeeper/Gaming Manager.

Gaming Manager/Bookkeeper:

1. Establishes all cash banks/for all games by obtaining checks payable to the Club from Club Secretary from gaming account, with dual signatures from Governing Board.
2. Completes a new Ideal Cash Bank Master Record for each bank and records on Cumulative Ideal Cash Bank Record all banks involved.
3. Annually the Cash Banks are reviewed and recommendation for changes are submitted to the Governing Board for consideration.

Count Team Member:

1. After counting and attesting to each cash bank amount on the daily accounting record, places cash bank of each game type in bank bag and locks in safe.
2. Annually Count Team Member completes with Gaming Manger/Bookkeeper the Reconciliation of Ideal Cash Banks Form by physically counting funds and attesting to amounts.

Gaming Manager/Bookkeeper:

3. If a reduction/or closure of a cash bank is recommended by the Governing Board the funds are deposited into the gaming account with deposit slip and deposit receipt forwarded to Secretary.
4. All funds are physically taken to the Bank via Governing Board.

ACCOUNTING—BINGO

Bookkeeper/Gaming Manager:

1. Receives the Bingo Session Report, Bingo Caller Number Report and Record of Win from the Bingo Caller/Cashier
2. Verifies that all forms are complete, in ink, and initialed and that all voided cards are attached to daily records.
3. Audits proceeds, prizes, adjusted gross, cash P/L, cash S/L, bank deposit, initials and dates.
4. Posts amount to be deposited on daily deposit sheet. Amount to be deposited is added with all funds for the day, confirmed with Count Team Member is recorded on deposit slip and is given to Governing Board Member to be taken to the bank.

5. At the end of each month a reconciliation of inventory is completed. Cards on hand, cards sold, card purchased and voided.
6. Retains all records for the required retention period.

Internal Auditor:

Verifies that all forms are complete.

ACCOUNTING ETABS

1. On a daily basis after the Cash has been retrieved from the machines, voucher printed, cash verified by Count Team, the IPR form is completed. With the assistance from the IPR form from the Manufacture.
2. Information from this IPR is posted to the E-Tab Game Summary Report.
3. At the end of each month the E-Tab Game Summary Report is compared to the Manufacture's report and a reconciliation is posted to the Summary Report.
4. At the end of each quarter the Closed Summary Report from the Manufacture is compared to the E-Tab Game Summary Report

ACCOUNTING PULL TABS/JARS

Bookkeeper/Gaming Manager:

1. *Receives all redeemed winning pull tabs, the Pull Tab Daily Activity Report and Record of Win.*
 1. *Verifies that all forms are complete, in ink, and initialed.*
 2. *Audits redeemed winning pull tabs and cash profit.*
 3. *Posts cash to be deposited to the Daily Deposit sheet.*
 4. *Count Team Member assists adding Deposit Funds to Daily Deposit.*
 5. *Retains all daily accounting records, including the flares for the required retention period.*

Internal Auditor:

1. *Assists Bookkeeper/Gaming Manager with monthly interim audits, Counts, records, and attests to the number of unsold tickets for each game.*
2. *Verifies that all forms are complete.*

ACCOUNTING—PULL TAB DISPENSING DEVICES

Bookkeeper/Gaming Manager:

1. Retains all redeemed winning tabs, flares, IPR's
2. Verifies all forms for completion in ink, and initialed
3. Audits prizes and cash profit.
4. Posts cash to be deposited to the Daily Deposit sheet.
5. Posts IPR amounts to the Pull Tab Dispensing Device Summary, cumulative amounts, initials
6. Tracks all deposits—Reconciles Banks Statements received from Club Secretary.
7. Completes monthly interim audits of the games in play (counts, attests to number of unsold)
8. Reviews cash profit on interim audits and reports any discrepancies to the Governing Board.
9. At the end of each quarter completes audit of all games, records on Quarter Tax Return.
10. Retains all records, sold and unsold tabs in storage for the required retention period.

Internal Auditor:

1. Verifies that all forms are complete.
2. Traces deposits to Deposit Summary and Pull Tab Dispensing Device Summary to the Bank Statement , initials and dates.
3. Assists Bookkeeper/Gaming Manager with monthly interim audits (Counting/weighing unsold tickets, attests to accuracy and initials)
4. Reviews all quarter end audits that are reported on the Quarter Tax Return.
5. Verifies Access Logs and Credit Redemption Register are complete, in ink and initialed.
- 6.

ACCOUNTING TWENTY-ONE

Count Team Member:

1. With the assistance of the General Manager unlocks the drop box and verifies and attests to amount.
2. Verifies opening cash bank for each day, Black Jack is played.

Bookkeeper/Gaming Manager:

1. Reviews the Twenty-one Daily Report, Fill and Credit Slips and Shift report.
2. Verifies that all forms are complete, in ink, and initialed.
3. Adds the Drop Box Cash to Ending Cash to determine if the Cash Bank has an overage causing a deposit to be needed. Posts that amount to the Daily Deposit Summary Report.
4. Posts each sessions audited activity to the Twenty-One Summary and Dealer Percent of Hold Reports
5. Retains records for the required retention period.

ACCOUNTING SPORTS BOARDS

1. Sports Boards are ordered from the Distributor and entered into inventory

2. When placed a Sports Pool Activity Record is Started with no Cash Bank.
3. Each day the Amount received is Counted and verified by the Count Team balancing it with the spots signed and cost per play.
4. When the board is completely sold out, the prizes are set aside and put in the vault and the cash profit is listed on the Deposit Summary sheet and is deposited.
5. When the event is completed the prizes are paid to the winners and their names/signatures are placed on the Sports Activity Record.

Inventory:

Bookkeeper/Gaming Manager:

Bismarck Eagles has a Gun Safe in the Storage Area where all inventory is kept.

Inventory records are kept by the Bookkeeper/Gaming Manager. Games/bingo cards/chips are logged into inventory when they are received by the distributor and placed in the safe. Access is limited to the Bookkeeper/Gaming Manager.

When they are placed in play it is recorded on the forms applicable to each type of game.

Bingo cards are reviewed and balanced each month. The Internal Auditor and Count Team Member review and sign off.

Annually there is a complete audit of all games. The Bookkeeper/Gaming Manager is assisted by the Count Team Member and Internal Auditor.

If games are returned to the distributor, the invoice number is recorded on the inventory sheet.

Count Team Procedures:

Each morning the Count Team assists the Bookkeeper/Gaming Manager with establishing the starting cash for each type of game.

The E-Tabs machines are opened, indicating on the Access Log date/Time/Initials. Cash boxes are emptied and a voucher is printed indicating the amount of cash and I/O vouchers. An IPR is run from each type of vendor. The cash is given to the Count Team. The Count Team sorts the cash into denominations and with the assistance of a Bill Counter, logs the amount of cash and vouchers on the IPR, verifying each voucher that was printed. The Count Team submits the total cash and vouchers to the Bookkeeper/Gaming Manager who adds that cash to the ending cash and determines what is over the Cash Bank and submits the overage to the Deposit Summary. The beginning cash is then initialed by the Bookkeeper/Gaming Manager.

When the Cash Bank is completed by the Bookkeeper/Gaming Manager it is verified by the Count Team as the beginning cash and is initialed.

Twice a week the Pull Tab Dispensing Devices are opened, a report is run indicating date/time/non-resettable currency meter reading which are logged on the Access Log and IPR form initialed. The currency is verified by the Count Team Member using the Bill Counter and the tape indicating the denominations and amounts is taped to the IPR. The cash is submitted to the Bookkeeper/Gaming Manager who adds the closing cash to this cash, determines if there is an overage to the stated Cash Bank logs it on the Deposit Summary. After a new beginning cash has been determined and indicated on the Daily Sheet the Count Team verifies and initials.

When Black Jack has been played the prior evening, the drop box is in the safe. It is opened by the General Manager and the cash is verified with the stated form. It is logged on the Twenty-one Report and initialed by General Manager and Count Team Member. The Bookkeeper/Gaming Manager then adds this cash to the prior day ending cash and determines if there is Cash Bank overage. If there is it is indicated on the Deposit Summary. The new beginning is listed on a new Daily Twenty-one report in denomination forms and is initialed by the Bookkeeper/Gaming Manager and verified by Count Team and initialed. The chips are inventoried and logged on the new Daily Twenty-One Report.

The Jar pull tab beginning cash is verified by the Bookkeeper/Gaming Manager and Count Team Member each morning and initialed and logged on the Daily Sheet.

The Ending Bingo Cash is verified and the Cash Bank overage is indicated on the Deposit Summary. The beginning cash is counted by the Bookkeeper/Gaming Manager, initialed and then verified by the Count Team Member, initialed.

Bingo Daily Procedures:

In the Bingo room the unsold Bingo Cards are kept in a locked cabinet after they are brought from the Inventory in Vault. Cards are counted and put into 250 lots. The Bingo Site Inventory Log is updated on a daily basis indicating number of cards at the beginning, those sold and ending inventory. The Bingo Caller and other gaming person on shift verify remaining cards and attest to the numbers. Bingo Caller collects the funds for the sold tickets and enters them on the Daily Session Report. Winners sign for their winnings and are paid from the receipts. If indicated, a Record of Win is also completed. At the end of the night Daily Session Report is completed and funds over the Cash Bank are set aside to be deposited by the Gaming Manager. All monies are put into the Bingo Bag, placed in the Office safe.

The Bingo Machine is turned on, inspects the balls, determines the evening's games, enters them on the Daily Bingo Report. Makes announcements, calls letter combinations, watches for winners, stops the game when a player calls Bingo. The machine determines a valid winner once the card number is entered.

Jar Pull Tabs Daily Procedure:

The Jar Operator Unlocks the safe and puts the Cash in the Jar Receptacle Drawers. Verifies numbers on the Pull Tab Daily Activity Report. When sales are made, randomly selects tabs from receptacle and counts number to player. Compares serial numbers, redeems and retains winning tickets defacing the winning tab. Updates the posted information if a major winner is redeemed.

At closing, removes jar from play and stores in locked storage compartment. Counts the closing cash with another employee attesting completes the Daily Activity Report, places cash, redeemed tickets into bank bag and puts in safe.

Dispensing Machine Pull Tabs

The Jar Operator unlocks safe the put cash in Drawers. Verifies numbers on Dispensing Device Daily Employee Report. Compares serial numbers, redeems winning tickets, defaces and retains. At the end of play the Jar Operator completes the Daily Employee report counts the cash, verifies with another employee attests and places all in bank bag and puts in safe.

Twenty-One:

Opening:

Dealer/Cashier removes Cash Bag from the Safe, Counts and Verifies Cash Bank with amount recorded on the Twenty-One Daily Report, initials the report and places cash bank in the designated lockable drawer at the Jar bar.

Initials and writes the date and time of opening on the provided fill slip (manager fills the denominations and initials slip, records Serial # and amount on the Twenty-One Daily Report) Dealer separates the copy and drops in drop box.

Dealer records time on table on the Deal Shift Report

Dealer spreads cards for the camera, shuffles and cuts cards. Opens chip tray. Exchanges player Cash for chips and play commences

Fills:

Due to the number of employees on staff and number of times we open the table, we do not do fills.
If the table runs low on chips, we close the table and cash our players out and then resume play.

Credits:

The credit slip is only used during the table closing\

Dealer Shift Change:

The Dealer records the time on the Twenty-One Shift Report to the table, counts the chips, by denomination and records the chip counts, by denomination, on the Shift Report and initials. Records time off, amount dropped in the drop box during the last shift, computes shift results, and initials the Report. 2nd Dealer begins dealing

Chip Redemption:

Dealer in view of the player separates chips by value and counts out all chips twice to ensure accuracy of total value of chips redeemed.

Takes cash from the bank and counts cash back to player

Places the chips in the area reserved for redeemed chips. Records chips redeemed by denomination and initials cashed in chips sheet.

Colors up chips from tip receptacle on table in view of camera. Counts up and verifies value of tips.

Counts tip chips again and removes cash in the amount equal to the tips redeemed and counts the cash under view of the camera.

Records cashed out tips on cashed chips sheet by denomination and initials the sheet.

Closing:

Twenty-One Dealer/Cashier counts the closing cash bank and records the count on the Twenty-One Report and initials.

Records difference between opening/Closing Cash bank on the Twenty-One Report

Counts and records Chips Redeemed on the Daily Report.

Computes and records difference of Redeemed Chips and Cash Bank on Daily Report. If difference is apparent a re-count is made in an effort to reconcile.

Returns chips to the table.

Places the closing cash bank bag in the safe.

The Dealer/Cashier counts and records the closing chip bank, recording

Removes the drop box from the table and puts in the safe



**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)		Business Telephone Number 701-226-8044	
Business Address (Street) 2318 Fresno Drive	City	State ND	ZIP Code 58504
Mailing Address	City	State	ZIP Code
Address Where Gaming Accounting Records Are Kept 4630 Skyway Suite 1	City Bismarck	State ND	ZIP Code 58504
E-mail Address bfettig24@gmail.com	Contact Person Brian Fettig	Official Position of Contact Person Preston/Gaming Manager	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 36-4644140	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Brian Fettig - President		Daytime Telephone Number 701-226-8044	
5. Name of Gaming Manager Brian Fettig		Daytime Telephone Number 701-226-8044	
6. Signature of Gaming Manager 		Date 4/1/24	
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 Brian Fettig	Telephone Number 701-226-8044	Name	Telephone Number
Name Justin DeCoteau	Telephone Number 701-391-2537	Name	Telephone Number
Name Joslyn Braun	Telephone Number 701-220-6588	Name	Telephone Number
Name Alison Ritter	Telephone Number 515-314-8192	Name	Telephone Number
Name Vanessa Lennick	Telephone Number 701-426-6894	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? <input type="checkbox"/> Own <input checked="" type="checkbox"/> 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
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CURRENT GAMING EMPLOYEE LIST
 ND OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 54270 (12-2022)

Organization Name Gorilla Wrestling Club, Inc		
Mailing Address 2318 Fresno Drive		
City Bismarck	State ND	ZIP Code 58504
Business Phone 701-226-8044		Cell Phone 701-226-8044

License No. G- 1 0 6 2

Name of Gaming Manager Brian Fettig	Date of Hire 7/1/21
NOTE: Volunteer Gaming Managers are required to have a record check completed. Record Check Completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth 03/26/1974

	EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1.	Brian Fettig	Gaming Manager	7/1/2021	3/26/1974	<input type="checkbox"/>
2.	Travis Lutman	Assistant Gaming Manager	7/31/2021	07/11/1981	<input type="checkbox"/>
3.	Mike Humann	Runner/21 Counter	6/1/2022	11/04/1960	<input type="checkbox"/>
4.	Melissa Long	Runner	6/1/2022	7/20/1973	<input type="checkbox"/>
5.	Preston Fettig	Runner/21 Counter	07/07/2022	07/01/2001	<input type="checkbox"/>
6.	Sarah Kramer	21 Counter	10/1/2022	10/04/1981	<input type="checkbox"/>
7.	Charity Rogstad	21 Dealer/Counter	10/1/2022	01/15/1982	<input type="checkbox"/>
8.	Sara Bender	21 Dealer/Counter	10/1/2022	09/07/1988	<input type="checkbox"/>
9.	Jenny Fettig	21 Counter	11/1/2022	10/22/1974	<input checked="" type="checkbox"/>
10.	Palma Bauer	21 Counter	11/1/2022	09/12/1952	<input type="checkbox"/>
11.	Olivia Dickerson	21 Dealer	1/10/2023	09/22/2001	<input type="checkbox"/>
12.	Drew Stoddart	21 Dealer/Counter	11/15/2023	01/24/2000	<input type="checkbox"/>
13.	Wyatt Lidberg	21 Dealer	4/1/2024	7/2/2022	<input type="checkbox"/>
14.					<input type="checkbox"/>
15.					<input type="checkbox"/>
16.					<input type="checkbox"/>
17.					<input type="checkbox"/>
18.					<input type="checkbox"/>
19.					<input type="checkbox"/>
20.					<input type="checkbox"/>
21.					<input type="checkbox"/>
22.					<input type="checkbox"/>
23.					<input type="checkbox"/>
24.					<input type="checkbox"/>

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

List of approved Games from our Internal Control Manual

- I. Bingo.....
- II. Pull Tabs.....
- III. Pull Tab Dispensing Device.....
- IV. Twenty-One.....



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
Gorilla Wrestling Club, 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
W&P of Bismarck, LLC dba Buffalo Wild Wings

Street 3420 North 14th Street	City Bismarck	ZIP Code 58503	County Burleigh
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Beginning Date(s) Authorized 7/1/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
West Bar Room

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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
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<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
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<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> 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 0413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) W & P of Bismarck, LLC		Site Name Buffalo Wild Wings		Site Phone Number 701-571-2568
Site Address 3420 N 14th St	City Bismarck	State ND	Zip Code 58503	County Burleigh
Organization Gorilla Wrestling Club Inc		Rental Period 7/1/2024 to 6/30/2025		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ <u>300</u>
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>7</u>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ <u>1,025</u>
Total Monthly Rent				\$ <u>1,325</u>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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.

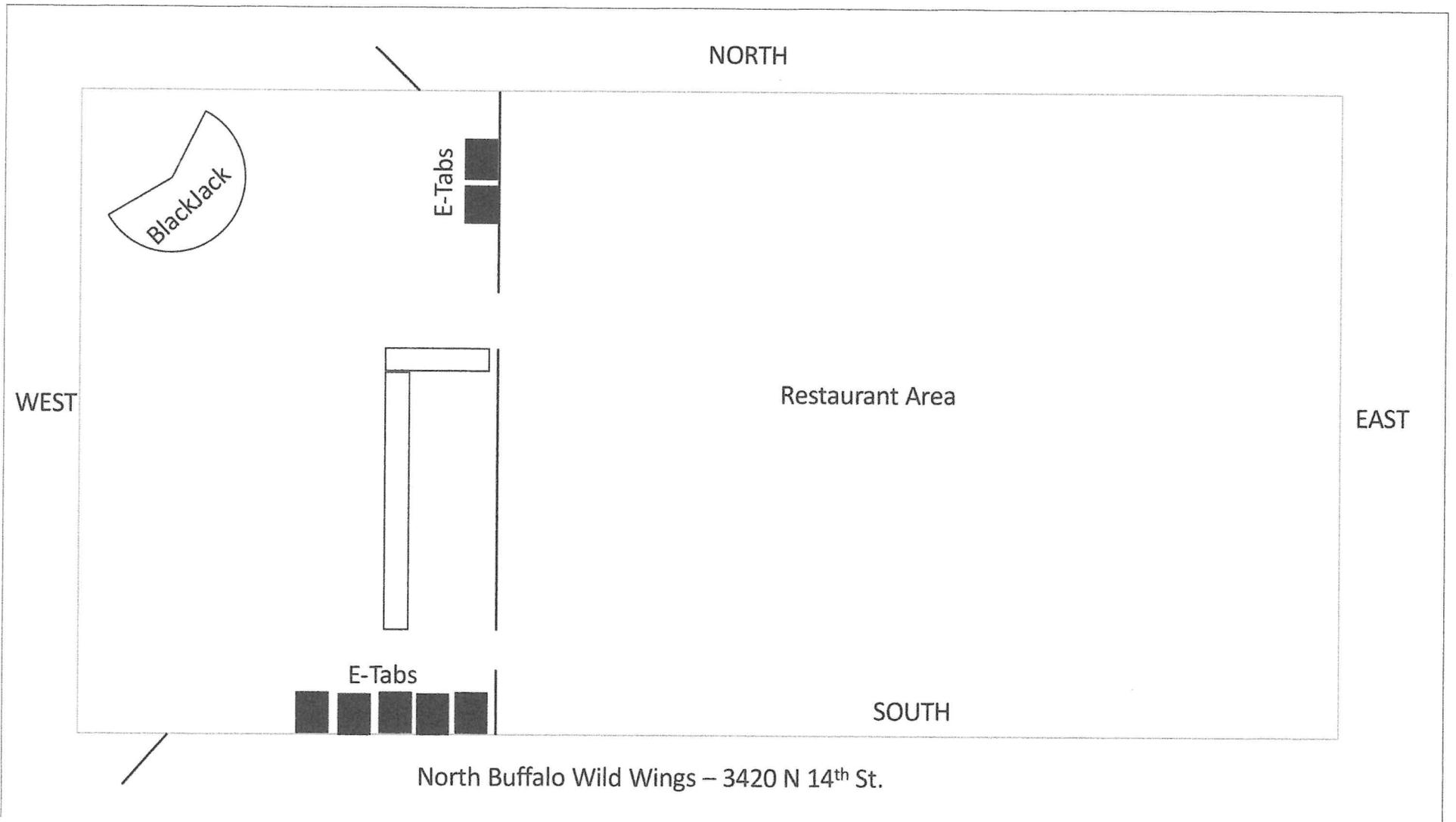
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

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.

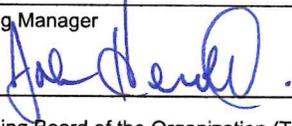
Signature of Lessor <i>[Signature]</i>	Title <i>President</i>	Date <i>4/26/24</i>
Signature of Lessee <i>[Signature]</i>	Title President	Date <i>4/23/24</i>





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

License Number G-0995
License Year Ending June 30, 2024

1. Official, Legal Name of Organization (Do Not Abbreviate) Light of Christ Catholic Schools		Business Telephone Number 701-751-4883	
Business Address (Street) 1025 N 2nd St	City Bismarck	State ND	ZIP Code 58501
Mailing Address 1025 N 2nd St	City Bismarck	State ND	ZIP Code 58501
Address Where Gaming Accounting Records Are Kept same	City	State	ZIP Code
E-mail Address jherold@lightofchristschools.org	Contact Person John Herold	Official Position of Contact Person Director of Food Service & AP	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 46-0581758	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) Gerald Vetter		Daytime Telephone Number 701-751-4883	
5. Name of Gaming Manager John Herold		Daytime Telephone Number 701-751-8719	
6. Signature of Gaming Manager 		Date 4-25-2024	
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 Fr. Kregg Hochhalter	Telephone Number 701-223-1545	Name Fr. Russell Kovash	Telephone Number 701-223-3606
Name Monsignor Pat Schumacher	Telephone Number 701-255-4600	Name Gerald Vetter	Telephone Number 701-751-4883
Name Fr. Josh Ehli	Telephone Number 701-223-1033	Name Fr. Jared Johnson	Telephone Number 701-223-6652
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? <input checked="" type="checkbox"/> Own <input type="checkbox"/> 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 4-29-24
--	---	------------------------



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

Organization Name Light of Christ Catholic Schools		
Mailing Address 1025 N 2nd St		
City Bismarck	State ND	ZIP Code 58501
Business Phone 701-751-4883		Cell Phone

License No. G- 0 9 9 5

Name of Gaming Manager John Herold	Date of Hire 12/07/2007
NOTE: Volunteer Gaming Managers are required to have a record check completed. Record Check Completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth 03/25/1964

EMPLOYEE NAME First Name, Middle Name, Last Name	JOB TITLE	DATE OF HIRE	DATE OF BIRTH	Check if Volunteer
1. Connie Flanagan	Pull Tab Game Operator	1/1/2011		<input checked="" type="checkbox"/>
2. Pat Flanagan	Pull Tab Game Operator	01/1/2011		<input checked="" type="checkbox"/>
3. Carol Letteer	Pull Tab Game Operator	01/01/2023		<input checked="" type="checkbox"/>
4. Amanda Ross	Count Team Member	01/01/2021		<input checked="" type="checkbox"/>
5. Mike Wolf	Bingo Room	01/01/2000		<input checked="" type="checkbox"/>
6. Tom Nagel	Bingo Room	01/01/2015		<input checked="" type="checkbox"/>
7.				<input type="checkbox"/>
8.				<input type="checkbox"/>
9.				<input type="checkbox"/>
10.				<input type="checkbox"/>
11.				<input type="checkbox"/>
12.				<input type="checkbox"/>
13.				<input type="checkbox"/>
14.				<input type="checkbox"/>
15.				<input type="checkbox"/>
16.				<input type="checkbox"/>
17.				<input type="checkbox"/>
18.				<input type="checkbox"/>
19.				<input type="checkbox"/>
20.				<input type="checkbox"/>
21.				<input type="checkbox"/>
22.				<input type="checkbox"/>
23.				<input type="checkbox"/>
24.				<input type="checkbox"/>

RETURN THIS FORM WITH THE STATE GAMING LICENSE REAPPLICATION DOCUMENTS

INFORMATION:

1. For purposes of this form, the definition of an "employee" is:
 - a. A person who directly operates games on a site.
 - b. A person who is a shift or gaming manager
 - c. A person who is employed by a bar that is not operated by an organization, and who is authorized by an organization under subsection 4 of section 99-01.3-12-02 to withdraw currency or a drop box from a pull tab dispensing device.
 - d. A person who places a deal of pull tabs in a dispensing device, removes currency from the device, or reimburses a bar for redeemed pull tabs.
 - e. A person who is a member of a drop box cash count team.
2. List the employee's full name, including first, middle, and last. If an employee had a record check completed under a different name, indicate the name.
3. List the employee's job title. For example: Runner, Bingo caller, Dealer, Jar Operator, Count Team Member, etc.
4. List the date the employee was hired or started volunteering for the organization. If an employee had an employment gap for more than one year with the organization, list the most current re-hire date.
5. If an employee is not paid by the organization, check the volunteer box.



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

Light of Christ Catholic Schools of Excellence

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

St. Mary's Academy

Street

1025 North 2nd 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)

Gymnasium, Room 109, Cafeteria, Room 207, and Music Room.

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

August 2024 to June 2025

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)

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> 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:

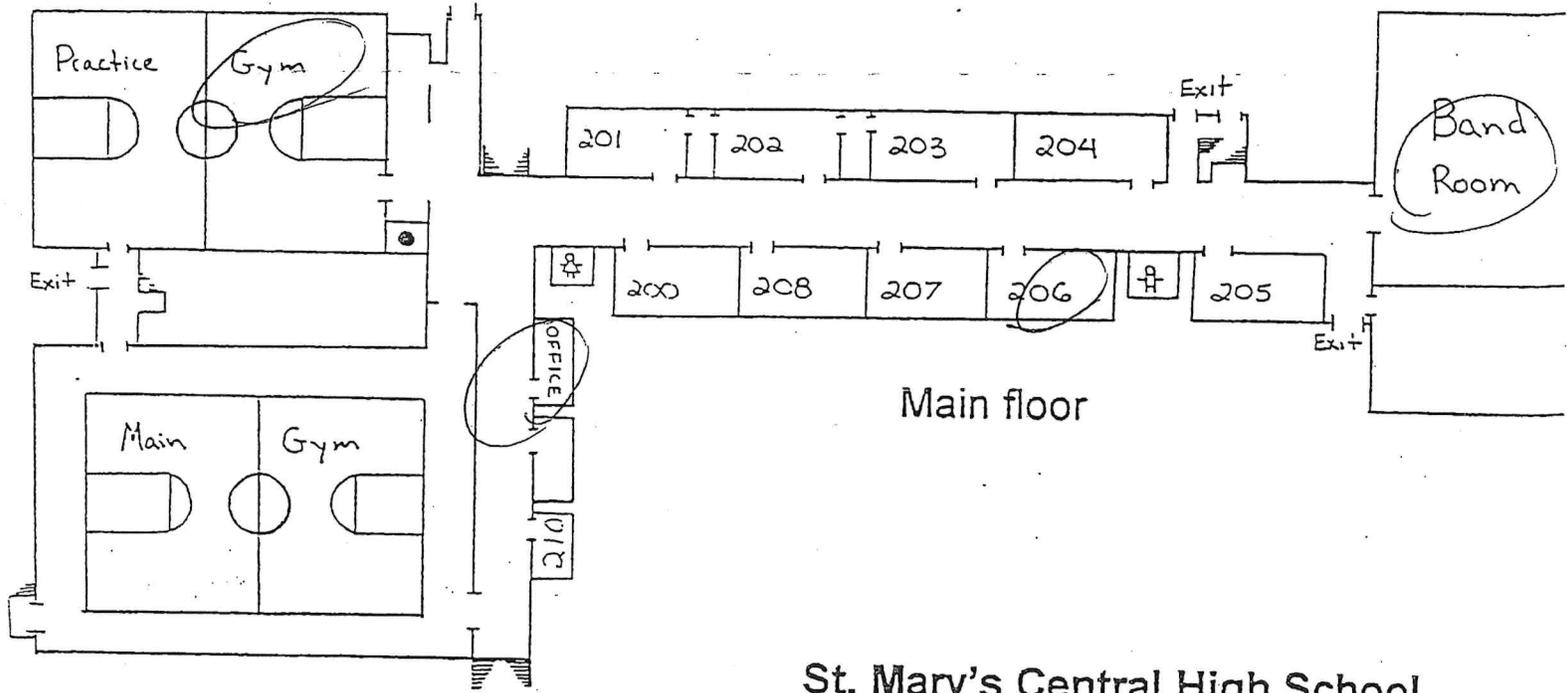
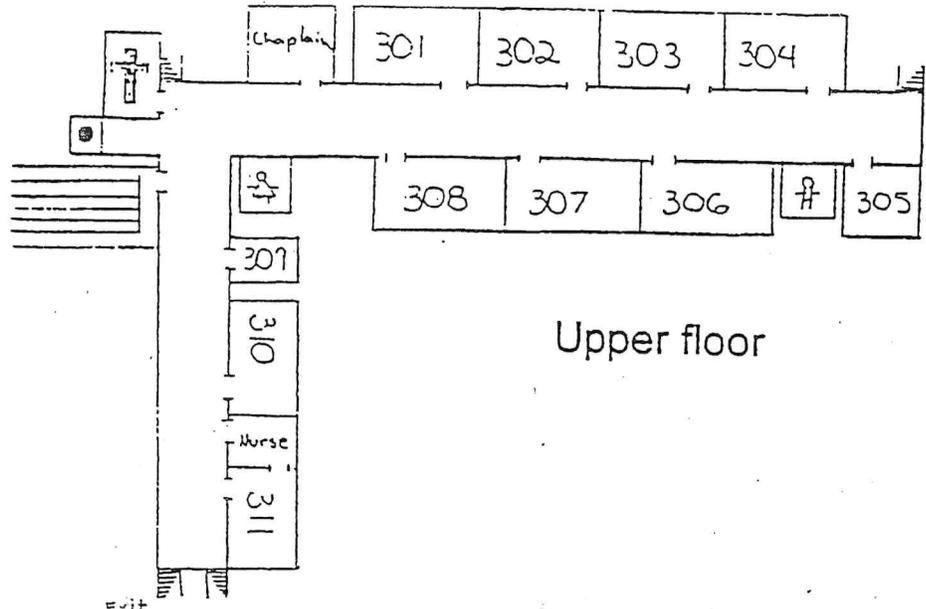
1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing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

RETURN ALL DOCUMENTS TO:

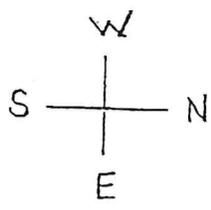
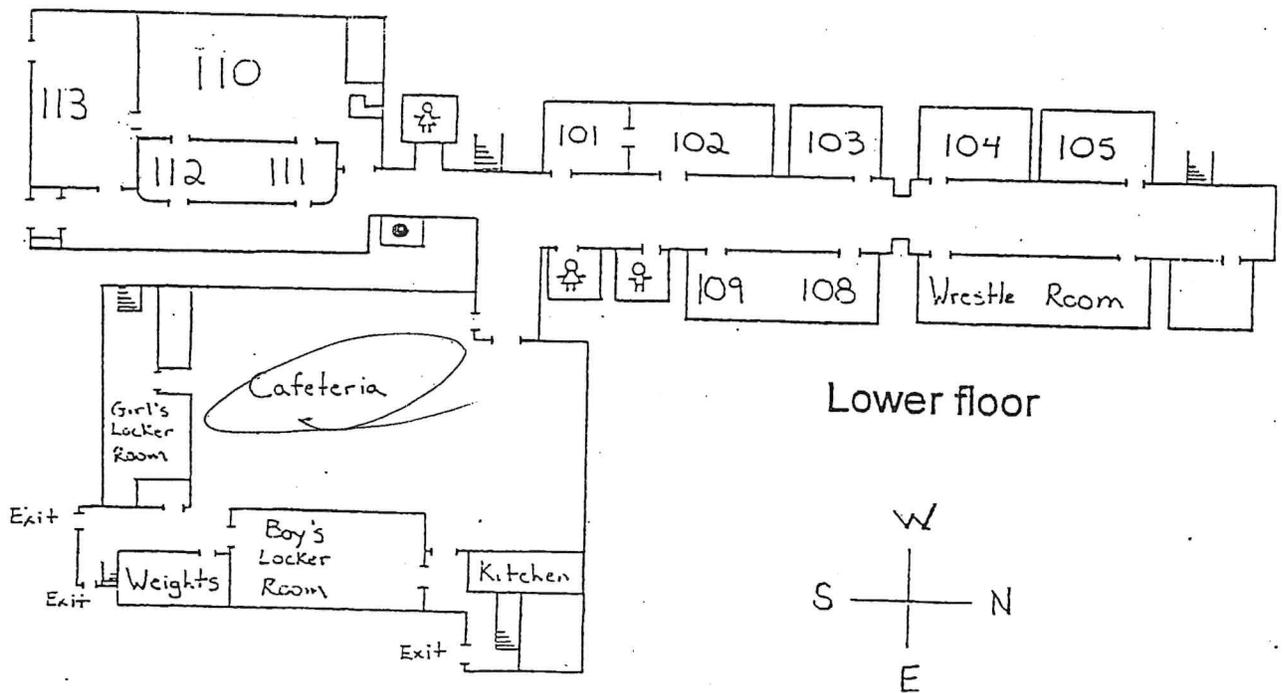
Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240

KEY

-  elevator
-  stairs
-  Girls Restroom
-  Boys Restroom



St. Mary's Central High School





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

Light of Christ Catholic Schools of Excellence

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

St. Mary's Central High School

Street

5802 Ridgeland Drive

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)

Gymnasium, Football Field, Auditorium, Admin offices of the school.

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

August 2024 to June 2025

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)

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input checked="" type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> 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.
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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

Light of Christ Catholic Schools

Gaming Internal Control Manual

May 2023

GAMING INTERNAL CONTROL MANUAL

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<u>ACCOUNTING – GENERAL</u>	5
<u>ACCOUNTING – BINGO</u>	6
<u>ACCOUNTING – PULL TABS</u>	7
<u>ACCOUNTING – RAFFLES</u>	8
<u>BINGO – FLOORWORKER SALES</u>	9
<u>BINGO – PLAY OF GAME</u>	10
<u>PULL TABS – ADDING DEALS</u>	11
<u>PULL TABS – GAME PLAY</u>	12
<u>PULL TABS – CLOSING A PULL TAB GAME</u>	13
<u>RAFFLES</u>	14



Prairie Public Broadcasting, Inc.

Television
Radio
Education Services
Enterprises

April 15, 2024

City Administrator
City of Bismarck
4th Floor Administration
221 N 5th St
Bismarck, ND 58501

Enclosed you will find the Charitable Gaming Site Authorization paperwork for Prairie Public Broadcasting, Inc. at Dakota Skies Bingo for 2024-2025.

Please schedule the application to be processed at the next City Commission meeting.

Please contact me with any questions

Thank You,

A handwritten signature in blue ink that reads "Gail Widmer".

Gail Widmer
PPB Gaming Manager
701-239-7516
gwidmer@prairiepublic.org



**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) Prairie Public Broadcasting, Inc.		Business Telephone Number 701-241-6900	
Business Address (Street) 207 N 5th St	City Fargo	State ND	ZIP Code 58102
Mailing Address PO Box 3240	City Fargo	State ND	ZIP Code 58108
Address Where Gaming Accounting Records Are Kept 207 N 5th St	City Fargo	State ND	ZIP Code 58102
E-mail Address gwidmer@prairiepublic.org	Contact Person Gail Widmer	Official Position of Contact Person Director of Gaming	
2. Is Organization Recognized as Tax Exempt by the Internal Revenue Service? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Provide Organization's Federal Employer Identification Number (EIN) 45-0276899	
4. Name and Title of Organization's Top Executive Official (i.e., Cmdr, Pres., etc.) John E. Harris III, President & CEO		Daytime Telephone Number 701-241-6900	
5. Name of Gaming Manager Gail Widmer		Daytime Telephone Number 701-239-7516	
6. Signature of Gaming Manager <i>Gail Widmer</i>		Date 4-24-24	
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	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
Name	Telephone Number	Name	Telephone Number
8. Does the Organization Own or Rent the Premises at Which the Games or Chance will be Conducted? <input checked="" type="checkbox"/> Own <input checked="" type="checkbox"/> 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>[Signature]</i>	Date 4/24/24
--	---	------------------------

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	
Fargo	
West Fargo	
Mandan	
McClusky	
Tioga	
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

Board of Directors 2023-2024 Directory

Alissa Adams

6128 Marigold Loop S
Fargo, ND 58104
(701) 388-6745 (cell)
AlissaAdams@westacres.com
Special term ends 2026

Matuor Alier

2037 67th Avenue South
Fargo, ND 58104
(484) 366-3285
matuor20@gmail.com
1st term ends 2024

Cesareo Alvarez

314 Iva Drive / PO Box 691
New Town, ND 58763
(312) 576-6949 (cell)
cesareo.alvarez@post.harvard.edu
2nd term ends 2024

Judy Anderson

27 Bloomer Crescent
Winnipeg, MB R3R 3J2
(204) 474-1485
(204) 960-9730 (cell)
judy.anderson@umanitoba.ca
2nd term ends 2026

Nick Archuleta (Treasurer)

301 North 4th Street
Bismarck, ND 58501
(701) 471-3208 (cell)
nick.archuleta@ndunited.org
1st term ends 2025

Kjersti Armstrong **(Past Chair)**

2607 Langer Lane
Bismarck, ND 58504
(701) 290-4145 (cell)
kjersti.armstrong@bluestem.com
1st term ends 2024

Carolyn Becraft (Chair)

2723 70th Ave S
Fargo, ND 58104
(703) 867-9468 (cell)
chbecraft@verizon.net
2nd term ends 2026

Sandra Holmberg **(Vice Chair)**

534 Oxford Street
Winnipeg, MB R3M 3J9
(204) 488-1489 (home)
(204) 770-6139 (cell)
sholmberg@mymts.net
2nd term ends 2025

Melissa Johnson (Secretary)

1611 23rd St W
Williston, ND 58801
(701) 770-2297 (cell)
liss1109@hotmail.com
1st term ends 2024

Zachery King

4604 BIA Rd 10
PO Box 2553
Belcourt, ND 58316
(701)-278-0566 (cell)
mr_king1@live.com
1st term ends 2026

Megan Langley

280 102nd St NW
Souris, ND 58783
(701) 303-0840 (cell)
megan@strengthennd.com
1st term ends 2025

Scott Meyer

1624 7th Ave N
Grand Forks, ND 58203
(218) 791-7655 (cell)
Scott.Meyer@Benchmark.us
1st term ends 2026

Lawrence Prout

121 Summerview Lane
Winnipeg, MB R2V 3W2
(204) 633-3545 (home)
(204) 471-0600 (cell)
lgprout@shaw.ca
special term ends 2024

Scott Nelson

1823 S 20th St
Grand Forks, ND 58201
(701) 746-8911 (home)
(701) 740-0348 (cell)
shnelson@gra.midco.net
1st term ends 2025

Victoria Rae Teske

13560 Loon Lane
Lake Park, MN 56554
(701)-261-7165
Sammyboy@arvig.net
1st term ends 2026

EX OFFICIO MEMBERS:

Ken Zealand

30 Envoy Cres.
Winnipeg, MB R2V 3K6
(204)-781-4077 (cell)
kennethzealand@gmail.com
*By position - President of
Prairie Public Manitoba*

John Harris

(President & CEO)
Prairie Public Broadcasting
207 North 5th Street
Fargo, ND 58102
(701) 239-7569 (work)
jharris@prairiepublic.org
*By position - President of
Prairie Public Broadcasting
(non-voting member)*

Prairie Public Broadcasting, Inc License # G-0579

Gaming Employee List

PO Box 3240 , Fargo ND 58108

701-241-6900

Gaming Manager	Widmer, Gail A	11/10/2008	2/7/1978
Record check is completed			

Name	Job Title	Date Hired	Date of Birth
Abraham, Eric	BJ dealer - Fargo	6/10/2023	9/5/1990
Allen, Lindsey	Tioga BJ Manager	1/21/2021	12/30/1978
Allensworth, Cherre	DSB caller/cashier	9/22/2021	12/18/1954
Angerer, Mark	BJ dealer - Tioga	1/24/2024	10/22/1971
Balanga, Patricia	DSB caller/cashier	3/13/2024	8/5/1957
Barber, Leanna	DSB caller/cashier	1/26/2023	6/24/1985
Bitz, Troy M	DSB Manager	1/29/2014	6/12/1970
Bohlman, Derrick R	BJ dealer - Tioga	2/19/2024	10/13/1981
Brakvatne, Marsha J	Gaming Auditor	9/30/1991	8/6/1957
Buffalo, Victoria	DSB caller/cashier	4/13/2024	11/24/1982
Dimmer, Darrell J	Fargo BJ Manager	11/1/2008	7/13/1969
Eagle, Kalli	DSB caller/cashier	3/16/2024	12/10/2006
Feuling, Victoria	BJ dealer - Fargo	5/1/2023	9/7/1978
Gunsch, Jackie	DSB Supervisor	6/17/2021	11/27/1973
Hestbeck, Eric	BJ dealer - Fargo	8/21/2022	1/8/1976
Jacobson, Christina M	Gaming Auditor	4/11/2022	11/17/1979
Jewell, Shannon	BJ dealer - Fargo	5/18/2022	11/29/1981
Kading, Riley C	BJ dealer - Fargo	4/10/2022	5/24/1990
Kendall, Mason R	BJ dealer - Fargo	1/5/2007	5/17/1979
Knudson, Nicholas (Nick)	BJ dealer - Fargo	3/9/2024	3/11/1986
Kolb, Kimberly	DSB caller/cashier	11/13/2023	2/26/1970
Laducer, Amanda	BJ dealer - Fargo	7/18/2023	3/12/1985
Langerud, Troyleah M	DSB caller/cashier	5/22/2017	2/28/1998
Lautenschlager-Jacobsen, Janet	Fargo BJ Asst Manager	7/6/2020	2/16/1981
LeDoux, Robert	DSB caller/cashier	6/7/2022	4/28/2000
Lee, Katie	Bingo - Tioga	7/24/2023	12/10/1985
Lee-Meisch, Jacqueline	DSB caller/cashier	9/15/2021	3/29/1969
Metz, Theresa A	DSB caller/cashier	9/3/2014	12/2/1958

Prairie Public Broadcasting, Inc License # G-0579

Gaming Employee List

Muilenburg, Collin	BJ dealer - Fargo	4/23/2022	11/26/1996
Nelson, Elaine	Count Team	7/18/2023	6/1/1969
Olson, Crystal M	DSB Supervisor	2/25/2022	2/26/1986
Olson, Seth	DSB Supervisor	6/10/2022	8/2/1988
Parker, Cody	Bingo - Tioga	10/17/2023	9/12/1980
Reich, Virginia I	DSB Jar Operator	1/8/1995	4/4/1943
Rhode, Jacob	BJ dealer - Fargo	1/5/2020	6/13/1991
Schellack, Penny	BJ dealer - Fargo	9/10/2023	5/24/1972
Schierer, Suzie L	BJ dealer - Fargo	12/8/2007	5/8/1977
Smith, Justin	BJ dealer - Fargo	9/10/2023	9/2/1991
Soft, Keona	DSB caller/cashier	2/21/2024	12/14/2001
Sorenson, Allen	BJ dealer - Fargo	7/24/2023	2/24/1987
Vandermark, Trista LeNae	BJ dealer - Tioga	12/16/2023	4/30/1984
Weeks, Melissa Ann	Gaming Office Manager	8/2/2021	7/30/1982
White, Rebecca	DSB caller/cashier	12/14/2023	3/2/1987
Whiteowl, Deborah N	DSB caller/cashier	12/13/2023	3/29/1996
Wrangham, Brielle	DSB caller/cashier	3/1/2022	1/26/2006
Wrangham, Melissa D	DSB Jar Operator	10/6/2023	12/11/1979

None of the employees are volunteers



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
Prairie Public Broadcasting, 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
Dakota Skies Bingo

Street 825 South 8th 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)
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)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input checked="" type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> 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

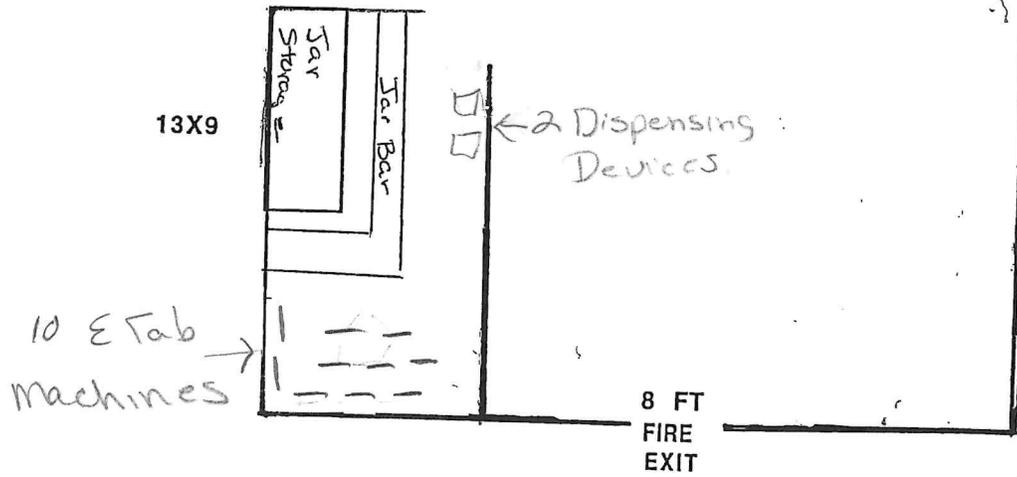
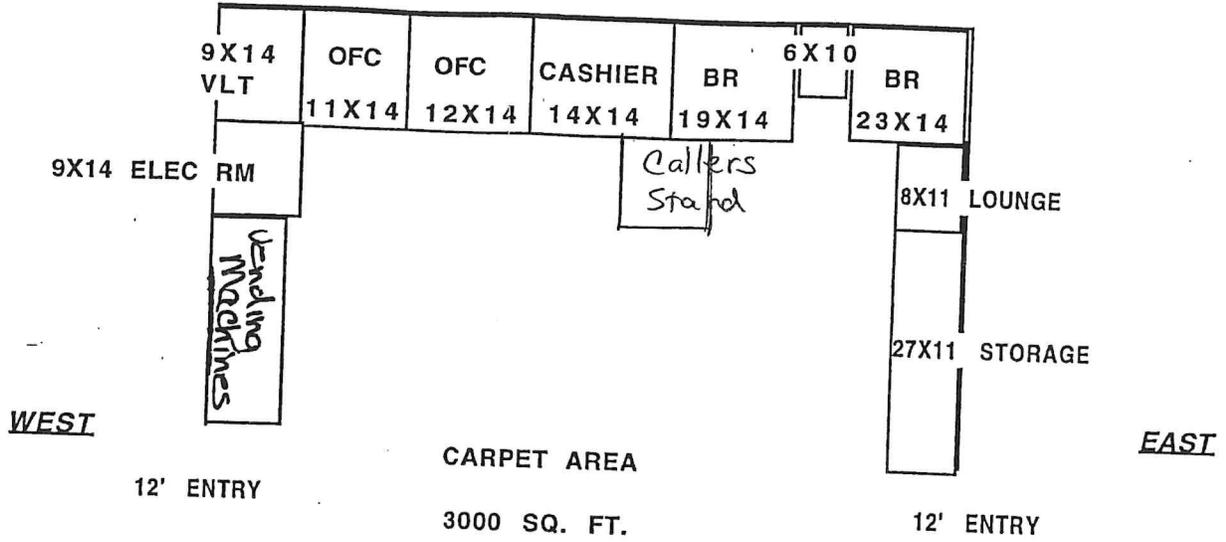
INSTRUCTIONS:

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

NORTH



SOUTH

SCALE: 1" = 25'

OUTSIDE DIMENSION: 100' X 120'

DAKOTA SKIES BINGO
825 S. 8TH ST.
BISMARCK, ND

Prairie Public Broadcasting, Inc.

Site: Dakota Skies Bingo

Game types to be conducted at this site
Internal Control Manual Available Upon Request

- | | | |
|-----|-------------------------------|-------------------------------------|
| 1. | Bingo | <input checked="" type="checkbox"/> |
| 2. | Electronic Quick Shot Bingo | <input checked="" type="checkbox"/> |
| 3. | Raffles | <input checked="" type="checkbox"/> |
| 4. | Electronic 50/50 Raffle | <input type="checkbox"/> |
| 5. | Pull Tab Jar | <input checked="" type="checkbox"/> |
| 6. | Pull Tab Dispensing Device | <input checked="" type="checkbox"/> |
| 7. | Electronic Pull Tab Device | <input checked="" type="checkbox"/> |
| 8. | Club Special | <input type="checkbox"/> |
| 9. | Tip Board | <input type="checkbox"/> |
| 10. | Seal Board | <input type="checkbox"/> |
| 11. | Punch Board | <input type="checkbox"/> |
| 12. | Prize Board | <input checked="" type="checkbox"/> |
| 13. | Prize Board Dispensing Device | <input type="checkbox"/> |
| 14. | Sports Pool | <input type="checkbox"/> |
| 15. | Twenty-One | <input type="checkbox"/> |
| 16. | Poker | <input checked="" type="checkbox"/> |
| 17. | Calcutta | <input type="checkbox"/> |
| 18. | Paddlewheel with Tickets | <input type="checkbox"/> |
| 19. | Paddlewheel Table | <input type="checkbox"/> |



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Liquor License Renewals

REQUEST:

Consider renewing the following licensed businesses for liquor licenses 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.

Consider the approval of the following liquor license renewals:

- Missouri Riverboat, Inc. dba Lewis & Clark Riverboat - 1700 River Road
- Missouri Riverboat, Inc. dab Mnishoshe - 1700 River Road

RECOMMENDED CITY COMMISSION ACTION:

Approve the liquor license renewals.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Lewis and Clark Riverboat
2. Mnishoshe

Print

Retail Alcohol Beverage License - Submission #22578

Date Submitted: 4/17/2024



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

Location Information:

Legal Business Name:*

Missouri Riverboat, Inc.

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

Lewis & Clark Riverboat

Date of Incorporation:*

03/20/1990

State of ND Liquor License No.:

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

- Yes
- No
- N/A

Location Address:*

1700 River Road

City:*

Bismarck

State:*

North Dakota

Zip:*

58503

Phone No.:*

701-255-4233

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

Aaron L. Barth, Executive Director

Contact Information (Where correspondence is to be sent):

Primary Contact:*

Aaron Barth

Email Address:*

[Redacted]

Mailing Address:*

1700 River Road

City:*

Bismarck

State:*

North Dakota

Zip:*

58503

Phone No.:*

[Redacted]

Manager's Name:*

Charles Archambault

Date of Birth:*

[Redacted]/1960

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]

State Issued:*

North Dakota

Gender:

M

Race:

Native American

Home Address:*

[Redacted]

City:*

Mandan

State:*

North Dakota

Zip:*

58554

Phone No.:*

[Redacted]

Occupation:*

Master of Vessel

Title:*

General Manager

Email Address:*

[Redacted]

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

Name:*

Jason Matthews

Date of Birth:*

[Redacted]/1978

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]

State Issued:*

North Dakota

Gender:

M

Race:

Caucasian

Home Address:*

[Redacted]

City:*

Bismarck

State:*

North Dakota

Zip:*

58501

Phone No.:*

[Redacted]

Occupation:*

Consultant/Strategic Planner

Title:*

Owner/Operator

Email Address:

[Redacted]

Name:

Brent Kleinjan

Date of Birth:

[Redacted]/1980

Percentage of Ownership:

0

Driver's License No.:

[Redacted]

State Issued:

North Dakota

Gender:

M

Race:

Caucasian

Home Address:

[Redacted]

City:

Bismarck

State:

North Dakota

Zip:

58501

Phone No.:

[Redacted]

Occupation:

Ronald McDonald House Bismarck

Title:

Executive Director

Email Address:

[Redacted]

Name:

Katherine Cashman Fitzsimmons

Date of Birth:

[Redacted]/1981

Percentage of Ownership:

0

Driver's License No.:

[Redacted]

State Issued:

North Dakota

Gender:

Femal

Race:

Caucasian

Home Address:

[Redacted]

City:

Bismarck

State:

North Dakota

Zip:

58501

Phone No.:

[Redacted]

Occupation:

North Dakota University Systems

Title:

Director of Student Affairs

Email address:

[Redacted]

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

City of Bismarck Lewis-Clark Liquor License Renewal 2024.pdf

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

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

- Yes
- No

If no, please explain:

[Empty text box]

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

- Yes
- No

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

[Empty text box]

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:*

2024 Lewis Clark Liquor Renewal.pdf

Liquor License Transfers

Download Required Form for License Transfer:

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

No file chosen

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

I agree

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

I agree

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

I agree

Signature of Applicant:*

Aaron L. Barth

//

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

Date:*

4/17/2024

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

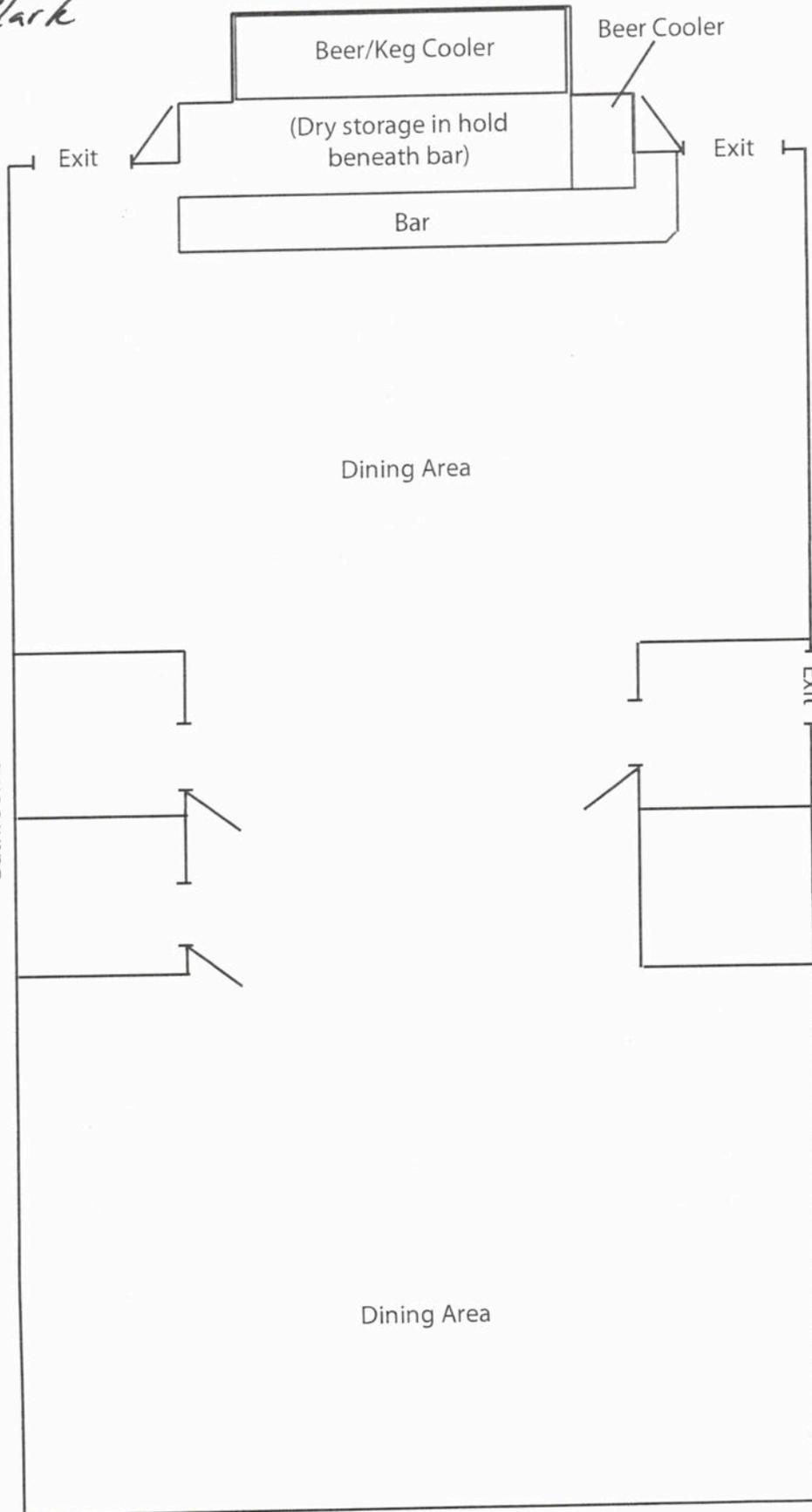
Credit Card Authorization_5.25.2023.pdf

Mail Payments To:

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

Riverboat floorplan

Missouri Riverboat, Inc.
Lewis & Clark



Print

Retail Alcohol Beverage License - Submission #22724

Date Submitted: 4/30/2024



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-1: Operator of the Beverage Concession at the Airport Terminal Building - \$650
- Class B-2: Concession at the Bismarck Municipal Country Club - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-3: Commercial passenger vessels on the Missouri River - \$650
- Class B-4: Sale of Beer & Wine at the Bismarck Event Center - \$650
- Class B-5: Sale of Beer & Wine at Bismarck Parks and Recreation Locations - \$650
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- 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
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- Class H-1: Domestic Winery - \$800
- Class H-2: Domestic Brewery - \$800
- Class H-3: Domestic Distillery - \$800
- Class I-1: Senior Living Community - \$350
- Class I-2: Complimentary - \$350

Location Information:

Legal Business Name:*

Missouri Riverboat, Inc.

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

Mnishoshe

Date of Incorporation:*

03/20/1990

State of ND Liquor License No.:

AA-03987

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

- Yes
- No
- N/A

Location Address:*

1700 River Road

City:*

Bismarck

State:*

North Dakota

Zip:*

58503

Phone No.:*

[Redacted]

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

Aaron L Barth

Contact Information (Where correspondence is to be sent):

Primary Contact:*

Aaron Barth

Email Address:*

[Redacted]

Mailing Address:*

1700

City:*

Bismarck

State:*

ND

Zip:*

58503

Phone No.:*

[Redacted]

Manager's Name:*

Charles Archambault

Date of Birth:*

[Redacted]/1960

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]

State Issued:*

North Dakota

Gender:

M

Race:

Native American

Home Address:*

[Redacted]

City:*

Mandan

State:*

North Dakota

Zip:*

58554

Phone No.:*

[Redacted]

Occupation:*

Master of Vessel

Title:*

General Manager

Email Address:*

[Redacted]

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

Name:*

Jason Matthews

Date of Birth:*

[Redacted]/1978

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]-6067

State Issued:*

North Dakota

Gender:

M

Race:

Caucasian

Home Address:*

3037 Ontario Lane

City:*

Bismarck

State:*

North Dakota

Zip:*

58501

Phone No.:*

[Redacted]

Occupation:*

Consultant/Strategic Planner

Title:*

Owner/Operator

Email Address:

[Redacted]

Name:

Brent Kleinjan

Date of Birth:

[Redacted]/1980

Percentage of Ownership:

0

Driver's License No.:

[Redacted]

State Issued:

North Dakota

Gender:

M

Race:

Caucasian

Home Address:

[Redacted]

City:

Bismarck

State:

North Dakota

Zip:

58501

Phone No.:

[Redacted]

Occupation:

Ronald McDonald House Bismarck

Title:

Executive Director

Email Address:

[Redacted]

Name:

Katherine Cashman Fitzsimmons

Date of Birth:

[Redacted]/1981

Percentage of Ownership:

0

Driver's License No.:

[Redacted]

State Issued:

North Dakota

Gender:

Female

Race:

Caucasian

Home Address:

[Redacted]

City:

Bismarck

State:

North Dakota

Zip:

58501

Phone No.:

[Redacted]

Occupation:

North Dakota University Systems

Title:

Director of Student Affairs

Email address:

[Redacted]

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

2024 MNISHOSHE ND State Liquor License.pdf

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

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- Yes
- No

If no, please explain:

[Redacted]

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

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- No

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

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- No

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

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- No
- N/A

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If yes please, give details:

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Upload Gross Food Sales Report:

No file chosen

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- 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:*

Mnishoshe 2024 Application Diagram.pdf

Liquor License Transfers

Download Required Form for License Transfer:

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

No file chosen

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

I agree

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

I agree

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

I agree

Signature of Applicant:*

Aaron L Barth

//

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

Date:*

4/30/2024

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 Authorization_5.25.2023.pdf

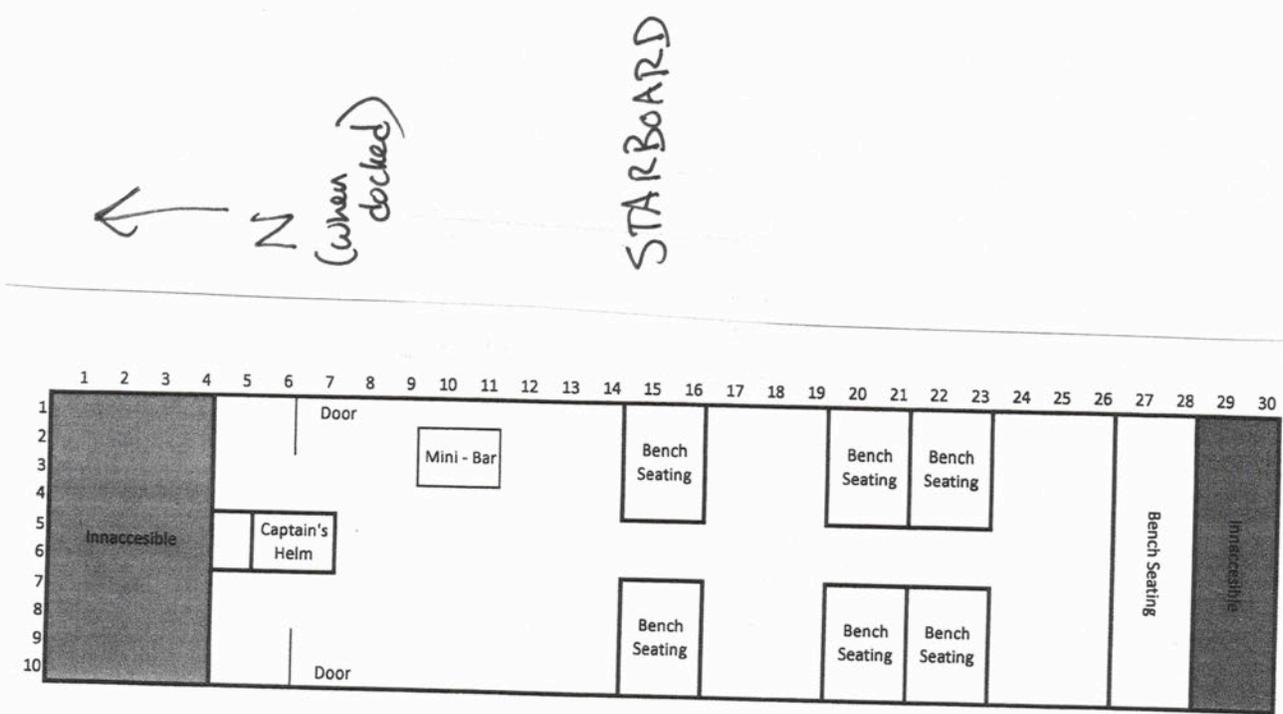
Mail Payments To:

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

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- If the licensed site is part of a larger complex, such as a restaurant, areas such as mixing, serving, and storage must be be identified.

Site Diagram



*Missouri Riverboat, Inc.
Mishoshe*

PORT



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date:	29 Jul 2021
Expiration Date:	29 Jul 2026

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
MNISHOSHE	ND895FM			Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
Fort Yates, ND	Aluminum	230	Gasoline Outboard
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
ERCOA INDUSTRIES, INCORPORATED: 40800 HIGHWAY 65 N, MN UNITED STATES	24May2001	30Mar2001	R-3 I-	R-3 I-		R-31.0 I-0

Owner	Operator
MISSOURI RIVERBOAT INC 1700 River Rd BISMARCK, ND 58503-9012 UNITED STATES	MISSOURI RIVERBOAT INC 1700 River Rd BISMARCK, ND 58503-9012 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineer	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	1 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 14 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 16

Route Permitted And Conditions Of Operation:
---Rivers---

Limited to: Not more than one (1) mile from shore and in accordance with the vessel's stability letter.

An alternate Master and crew shall be provided when the vessel is away from the dock, or passengers are on board or have access to the vessel, for a period exceeding twelve (12) hours in any twenty-four (24) hour period.

The minimum number of child-size life preservers required is two (2). When more than two (2) children or persons weighing ninety (90) pounds or less are carried, additional child-size life preservers shall be carried so that the vessel has an approved life preserver suitable for each person on board.

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Mandan, ND, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Upper Mississippi River certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This Amended certificate issued by: R. M. Scott, Captain, U. S. Coast Guard <hr/> Officer in Charge, Marine Inspection Sector Upper Mississippi River <hr/> Inspection Zone
Date	Zone	A/P/R	Signature	
30Aug2022	MSD StPaul	A	COVICH JEFFREY	



Certificate of Inspection

Vessel Name: MNISHOSHE

Vessel is constructed with 5052 h32 aluminum. Vessel is restricted to rivers route due to aluminum type and reduced scantlings.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	29Jul2026	29Jul2021	31May2014
Internal Structure	29Jul2026	29Jul2021	31May2014

---Stability---

Type	Issued Date	Office
Letter	08Jun2009	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 16 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 16
Lifeboats (Port)	0	0	Life Preservers (Child) 2
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 1
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
1	10-B:C
2	40-B:C

---Certificate Amendments---

Amending Unit	Amendment Date	Amendment Remark
Marine Safety Detachment St. Paul	31Aug2022	Completed 1st annual inspection.
Marine Safety Detachment St. Paul	11Aug2023	Updated operator address and information.
Marine Safety Detachment St. Paul	11Aug2023	Updated operator address and information

END



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Blue Bowtie Properties LLC Letter of Support

REQUEST:

Consider the request for a letter of support from Blue Bowtie Properties LLC.

BACKGROUND INFORMATION:

Blue Bowtie Properties LLC has applied for a loan from the ND Opportunity Fund Loan Program for the local match of the Flex PACE interest buydown program through the Bank of North Dakota. As part of the approval process from the ND Opportunity Fund, there is a requirement from the project's community that states the project does not qualify for the community's economic development fund but that the community supports the project.

Blue Bowtie Properties LLC is purchasing an existing daycare located at 1413 Sharloh Loop, Bismarck, ND known as KinderKidz. Blue Bowtie Properties originated as a real estate holding company on 10/31/2023 in North Dakota to hold the commercial real estate building being purchased. Blue Bowtie Properties LLC is owned 50/50 by husband-and-wife Blain & Tricia Luck. Current enrollment is 49, and they can take up to 85, so they will be working on filling those spots once they take over the daycare. They will not be adding employees at this time as there is enough staff, even by taking additional children.

RECOMMENDED CITY COMMISSION ACTION:

Consider and approve the request for a letter of support from Blue Bowtie Properties LLC.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Krumm & Co. PLLC Letter of Support

REQUEST:

Consider the request for a letter of support from Krumm & Co. PLLC.

BACKGROUND INFORMATION:

Krumm & Co. PLLC has applied for a loan from the ND Opportunity Fund Loan Program for the local match of the Flex PACE interest buydown program through Peoples State Bank of Velva. As part of the approval process from the ND Opportunity Fund there is a requirement from the project's community that states the project does not qualify for the community's economic development fund but that the community supports the project.

Krumm & Co. PLLC purchased the assets of Chambers & Blohm Psychological Services, P.C., a multidisciplinary mental health clinic located at 309 N Mandan Street in Bismarck, ND 58501. Krumm & Co. PLLC will continue to operate that clinic under the trade name of Chambers & Blohm Psychological Services. Krumm & Co. PLLC is solely owned by Alek Krumm.

RECOMMENDED CITY COMMISSION ACTION:

Consider and approve the request for a letter of support from Krumm & Co. PLLC.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Mustard Seed, LLC Letter of Support

REQUEST:

Consider the request for a letter of support from Mustard Seed, LLC

BACKGROUND INFORMATION:

Mustard Seed, LLC has applied for a loan from the ND Opportunity Fund Loan Program for the local match of the Flex PACE interest buydown program through the Bank of North Dakota. As part of the approval process from the ND Opportunity Fund, there is a request from the project's community that states the project does not qualify for the community's economic development fund but that the community supports the project.

Mustard Seed, LLC has purchased a building located at 116 N 5th Street, Bismarck, ND. The property is 3 levels with 8,363 square feet and will house Crappy 2 Happy and Harris Law Office. Mustard Seed will continue to lease the space to both named tenants above. Mustard Seed, Crappy 2 Happy and Harris Law are owned by Amanda and Bryan Harris as husband and wife. The Harris Law Office is Amanda's private law practice where she specializes in family and criminal law. Amanda and Bryan both own Crappy to Happy that collects, repurposes, and sells vintage crafts, art, clothing, furniture, etc. through their boutique retail store. Mustard Seed is a holding company for real estate properties owned in Bryan's name.

RECOMMENDED CITY COMMISSION ACTION:

Consider and approve the request for a letter of support from Mustard Seed, LLC

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Application for a new Class C-2: Hotel or Motel Alcohol License

REQUEST:

Introduction of and call for a public hearing on a request for a new Class C-2: Hotel or Motel Alcohol license for Merlin Hotel Group, LLC. dba Days Inn Bismarck, ND at 1300 E Capitol Ave.

BACKGROUND INFORMATION:

Merlin Hotel Group, LLC. dba Days Inn Bismarck, ND is requesting the issuance of a new Class C-2: Hotel or Motel Alcohol license at 1300 E Capitol Ave.

Class C-2. To a hotel or motel that provides at least forty-five rooms for transient guests, to provide on-sale or complementary alcoholic beverages to registered customers and their guests in their rooms or in a common room designated for that purpose. The value of the alcoholic beverages sold shall not exceed the value of the alcoholic beverages given to or otherwise provided to registered customers and their guests. Any alcoholic beverage sold or provided under this license shall not be mixed or dispensed in the direct view of a minor.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval of the introduction of and call for a public hearing on the request for a new Class C-2: Hotel or Motel Alcohol license, from Merlin Hotel Group, LLC. dba Days Inn Bismarck, ND at 1300 E Capitol Ave, with the public hearing scheduled for Tuesday, May 28, 2024.

Staff also recommends approval of the new Class C-2: Hotel or Motel Alcohol license.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Days Inn Application



APPLICATION FOR RETAIL ALCOHOL BEVERAGE LICENSE

Phone: 701-355-1300 • Fax: 701-221-6470 • TOD 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: 6/20/2022

License Type:		<input type="checkbox"/> Individual		<input type="checkbox"/> Corporation		<input checked="" type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> New Application		<input type="checkbox"/> Renewal		<input type="checkbox"/> Transfer		<input type="checkbox"/> Relocation	
A-Nationally Organized Fraternal Order or Club \$3,700.00		B-Airport Terminal Building \$650.00		C-Hotel or Motel Full Service \$3,800.00		C2-Hotel or Motel \$1,000.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>	
D-Sale at Retail of Alcoholic Beverages \$4,100.00		F1-Restaurant - Alcoholic Beverages - 55/45 Split \$3,600.00		F2-Restaurant - Beer/Wine Only - 55/45 Split \$1,500.00		F3-Restaurant - Beer Only - 55/45 Split \$900.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
E-Sale at Retail of Beer Only \$800.00		I1-Restaurant - Alcoholic Beverages - 70/30 Split \$3,450.00		I2-Restaurant - Beer and Wine Only - 70/30 Split \$1,450.00		I3-Restaurant - Beer Only - 70/30 Split \$800.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
G-Concession Bismarck Municipal Country Club \$725.00		H-Commercial vessels on the Missouri River \$725.00		J-Non-profit Organization Club or Establishment \$100.00		K-Beer and Wine at the Bismarck Event Center \$650.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
L-Beer & Wine at Parks & Recreation Locations \$350.00		M-Catered Retail Beer, Wine, & Liquor \$650.00		N-Domestic Winery \$800.00		O-Microbrewery \$800.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
P-Event Site \$650.00		Q-Restaurant On-Sale and Off-Sale Wine \$3,800.00		R-Commercial Airline \$75.00		S-Beer Arcade \$850.00	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
T-Senior Living Community \$350.00		U-Domestic Distillery \$800.00					
<input type="checkbox"/>		<input type="checkbox"/>					

Location Information:				
Name of Partnership or Corporation: Merlin Hotel Group			Date of Incorporation: 05/18/2022	
			State Business ID Number: [REDACTED]	
Name of business for which license is requested (DBA): Days Inn Bismarck, ND - Merlin Hotel Group			If out of state corporation, is corporation registered in North Dakota? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Location Address: 1300 E. Capitol Ave		City: Bismarck	State: North Dakota	Zip: 58501
				Phone Number: (701) 223-9151
Owner of Building or Premises: No				

Correspondence Information (Where correspondence is to be sent):			
Primary Contact: Eric Hjelmstad		Phone Number: [REDACTED]	Email Address: [REDACTED]
Mailing Address: 1300 East Capitol Ave		City: Bismarck	State: North Dakota
			Zip: 58501

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

Manager's Name: Eric Hjelmstad		Date of Birth: [REDACTED] 1983	Percentage of Ownership: 0
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Male	Race: Caucasion
Home Address: [REDACTED]		City: Bismarck	State: ND
Zip: 58503			
Occupation: Hospitality Manager	Phone Number: [REDACTED]	Title: GM	Email Address: [REDACTED]

Name: Naveen Aggarwal		Date of Birth: [REDACTED]/1974	Percentage of Ownership: 100%
Driver's License Number: [REDACTED]	State Issued: WA	Gender: Male	Race: Asian
Home Address: [REDACTED]		City: Sammamish	State: WA
Zip: 98075			
Occupation: Managing Partner	Phone Number: [REDACTED]	Title: Managing Partner	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 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 not, 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 a new application, has 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 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:

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.

North Dakota

State of

Burleigh

County of

License transfers require signatures from both parties.

The Class _____ license owned by me is transferred to Applicant upon successful application.

Signature of Current Owner of Liquor License

Signature of Applicant

Subscribed and sworn to before me this _____

day of _____

Note: Each application needs to be signed and notarized.

Notary Public

Restaurant Requirements:

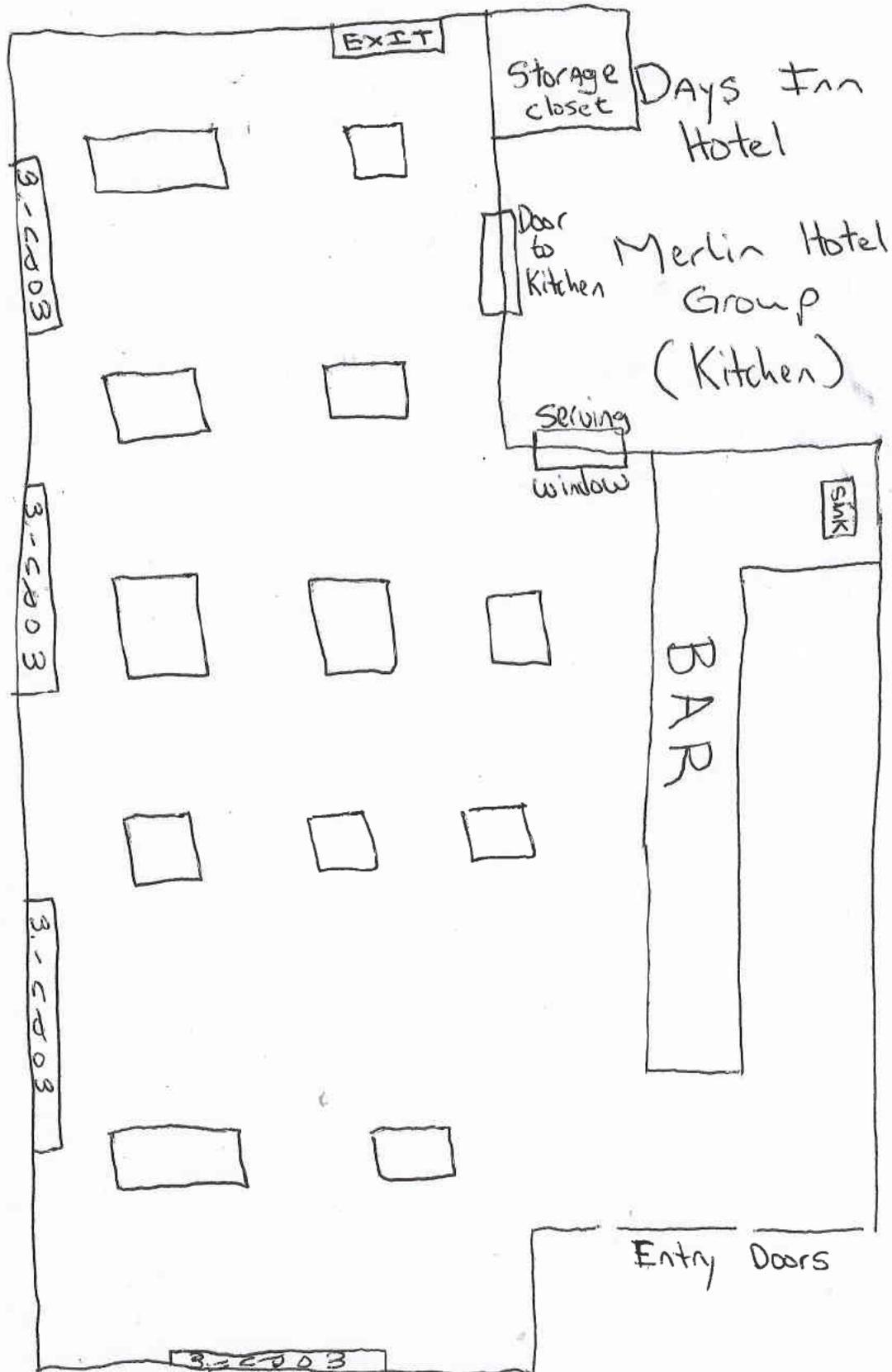
All applications for Class "F", Class "I" (restaurants), Class "M" (caterer), Class "P" (event site) and Class "Q" (Restaurant On-Sale and Off-Sale) licenses MUST be accompanied by a sworn statement executed by the licensee and a certified public accountant retained by the licensee certifying that gross food sales and liquor sales for the previous calendar year meet the requirements of Chapter 5-01-04 of the City Code of Ordinances.

Liquor License Site Diagram Requirements:

- Site diagrams are to be submitted on a plain sheet of paper, 8½ x 11-inch size. There shall be one-inch margin left clear on all edges of the diagram.
- The licensed area shall be identified within the margins.
- 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. Do not submit copies of construction blueprints.
- If the licensed site is part of a larger complex such as a restaurant, areas such as mixing, serving and storage must be identified.
- Do not use reference or hi-lite markers to identify areas as they do not reproduce when copied.

Site Diagram

North





Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Application for a new Class E - Sale at Retail of Beer Only Liquor License

REQUEST:

Introduction of and call for a public hearing on a request for a new Class E - Sale at Retail of Beer Only Liquor License for Tri-Energy Cooperative (dba) Tri-Energy Cenex - Expressway at 3801 East Rosser Avenue.

BACKGROUND INFORMATION:

Tri-Energy Cooperative (dba) Tri-Energy Cenex - Expressway is requesting the issuance of a new Class E - Sale at Retail of Beer Only Liquor License at 3801 East Rosser Avenue.

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:

Staff recommends approval of the introduction of and call for a public hearing on the request for a new Class E - Sale at Retail of Beer Only Liquor License for Tri-Energy Cooperative (dba) Tri-Energy Cenex - Expressway at 3801 East Rosser Avenue, with the public hearing scheduled for Tuesday, May 28, 2024.

Staff also recommends approval of the new Class E - Sale at Retail of Beer Only Liquor License.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Tri-Energy Cooperative Application

Print

Retail Alcohol Beverage License - Submission #22753

Date Submitted: 5/1/2024



License Information:

Application Type*

New License Application

License Type*

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

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

Location Information:

Legal Business Name:*

Tri-Energy Cooperative

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

Tri-Energy Cenex - Expressway

Date of Incorporation:*

1-1-1989

State of ND Liquor License No.:

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

- Yes
- No
- N/A

Location Address:*

3801 E Rosser Ave

City:*

Bismarck

State:*

ND

Zip:*

58501

Phone No.:*

701-222-2300

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

Sarah Tschider - Retail Operations Manager

Contact Information (Where correspondence is to be sent):

Primary Contact:*

Sarah Tschider

Email Address:*

[Redacted]

Mailing Address:*

[Redacted]

City:*

Bismarck

State:*

ND

Zip:*

58502

Phone No.:*

[Redacted]

Manager's Name:*

Mike Goldade

Date of Birth:*

[Redacted]-1975

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Male

Race:

White

Home Address:*

[Redacted]

City:*

Mandan

State:*

ND

Zip:*

58554

Phone No.:*

[Redacted]

Occupation:*

Retail

Title:*

District Manager

Email Address:*

[Redacted]

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

Name:*

Dan Belohlavek

Date of Birth:*

[Redacted]-1959

Percentage of Ownership:*

0

Driver's License No.:*

[Redacted]

State Issued:*

ND

Gender:

Male

Race:

White

Home Address:*

[Redacted]

City:*

Mandan

State:*

ND

Zip:*

58554

Phone No.:*

[Redacted]

Occupation:*

Agriculture

Title:*

Farmer

Email Address:

Name:

George Ferderer

Date of Birth:

-1961

Percentage of Ownership:

0

Driver's License No.:

State Issued:

ND

Gender:

Male

Race:

White

Home Address:

City:

Mandan

State:

ND

Zip:

58554

Phone No.:

Occupation:

Agriculture

Title:

Farmer

Email Address:

Name:

Kevin Schmidt

Date of Birth:

-1957

Percentage of Ownership:

0

Driver's License No.:

State Issued:

ND

Gender:

Male

Race:

White

Home Address:

[Redacted]

City:

Mandan

State:

ND

Zip:

58554

Phone No.:

[Redacted]

Occupation:

Agriculture

Title:

Rancher

Email address:

[Redacted]

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

Board of Directors.docx

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:

[Redacted]

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:

[Redacted]

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:

We currently sell alcohol at five of our other convenience stores.

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:

We have 5 other c-stores that sell beer in Bismarck, Mandan, Sterling, and Lincoln, ND.

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:

Retail Convenience Store & Gas Station

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:*

Expressway Floorplan.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:*

Sarah Tschider

//

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

Date:*

5/1/2024

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

CC auth form.pdf

Mail Payments To:

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

Board of Directors

Dan Belohlavek



Mandan, ND 58554

Elwood Barth



Solen, ND 58570

George Ferderer



Mandan, ND 58554

James Schmidt



Menoken, ND 58558

Kevin Schmidt



Mandan, ND 58554

Jeff Perkins



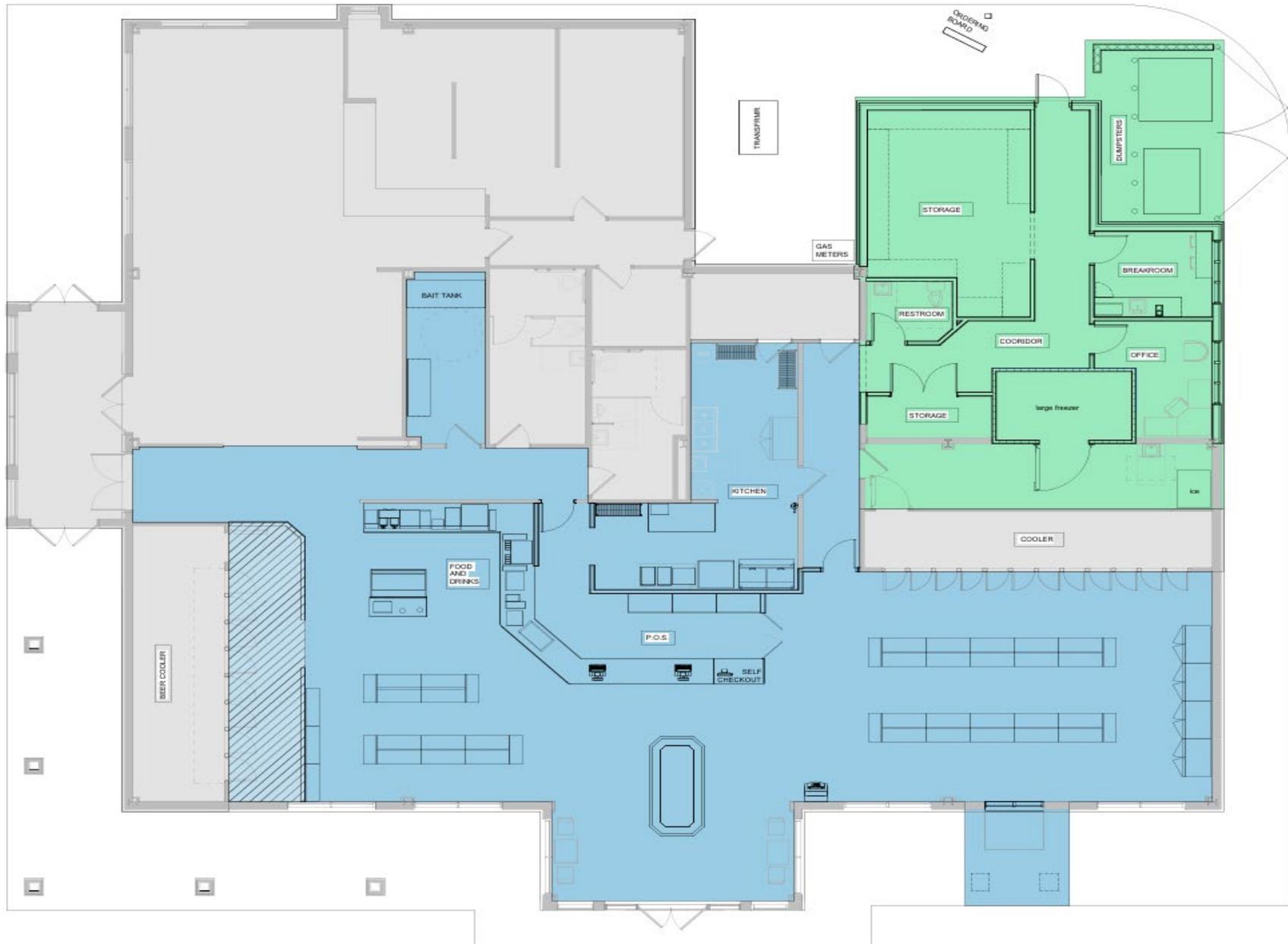
Bismarck, ND 58503

Doug Boehm



Bismarck, ND 58501

Tri-Energy Cenex - Expressway



North



October 9, 2023

Tri-Energy Cooperative
ATTN: Sarah Tschider
219 North 20th Street
Bismarck, ND 58501

Dear Ms. Tschider,

Please accept this letter as acknowledgment of the submitted bid for the Class E Beer-Only On/Off-Sale alcohol license. Bids were received and opened on Friday, October 6, 2023. The bid submitted by Tri-Energy Cooperative in the amount of \$51,000 is the highest bid received. Two additional bids were also submitted in the amounts of \$38,001 and \$40,000.

The high bid submitted by Tri-Energy Cooperative will be presented to the Board of City Commissioners at the Tuesday, October 24, 2023 commission meeting for review and acceptance.

Tri-Energy Cooperative will need to submit an application to implement the license before it can become active. For more information on this process, please feel free to contact Whitnie Olsen at wolsen@bismarcknd.gov or by calling 355.1300.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jason Tomanek".

Jason Tomanek
Assistant City Administrator
City of Bismarck



**BID FORM
CLASS E ALCOHOL LICENSE**

To: The Bismarck Board of City Commissioners.

1800-29

From: Tri-Energy Cooperative

I hereby submit my bid for a Class E Liquor License to be issued by the City of Bismarck. I understand that award of the license will be based upon the highest sum bid that meets or exceeds the minimum bid of \$30,000 and upon meeting the qualifications for licensure and approval of my application. I agree to honor my bid for a period of 60 days after the time of opening. I certify that I have not submitted or participated in more than one bid and that I am submitting this bid on my own behalf or in my official capacity as an employee or owner of a company. I have included a certified check or money order in the amount of \$200 as bond security.

Amount of Bid: \$ \$ 51,000.00

Dated this 25 day of October, 2023.

Tri-Energy Cooperative

Company name

219 N 20th St, Bismarck, ND 58501

Address (Street, City, State, Zip)

(701) 223-8707

Telephone Number

sarah.tschider@trienergycoop.com

Email

Sarah Tschider

Printed Name

Sarah Tschider

Signature





Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Application for a new Class I-2: Complementary Alcohol License

REQUEST:

Introduction of and call for a public hearing on a request for a new Class I-2: Complementary Alcohol license for Rainbow Nails & Spa, LLC at 722 South 26th Street, Units A & B.

BACKGROUND INFORMATION:

Rainbow Nails & Spa, LLC is requesting the issuance of a new Class I-2: Complementary Alcohol license at 722 South 26th Street, Units A & B.

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:

Staff recommends approval of the introduction of and call for a public hearing on the request for a new Class I-2, Complementary Alcohol, from Rainbow Nails & Spa, LLC at 722 South 26th Street, Units A & B, with the public hearing scheduled for Tuesday, May 28, 2024.

Staff also recommends approval of the new Class I-2: Complementary Alcohol license.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Rainbow Nails & Spa Application

License Type*

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

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

Location Information:

Legal Business Name:*

RAINBOW NAILS & SPA LLC

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

RAINBOW NAILS & SPA LLC

Date of Incorporation:*

03/21/2022

State of ND Liquor License No.:

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

- Yes
- No
- N/A

Location Address:*

722 S 26TH ST UNIT A&B

City:*	State:*	Zip:*	Phone No.:*
BISMARCK	NORTH DAKOTA	58504	[REDACTED]

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

ERIC TRINH (PARTNER)

Contact Information (Where correspondence is to be sent):

Primary Contact:*	Email Address:*
Ann Nguyen	[REDACTED]

Mailing Address:*	City:*
722 S 26TH ST UNIT A&B	BISMARCK

State:*	Zip:*	Phone No.:*
NORTH DAKOTA	58554	[REDACTED]

Manager's Name:*	Date of Birth:*	Percentage of Ownership:*
ANN NGUYEN	[REDACTED]/1975	50%

Driver's License No.:*	State Issued:*	Gender:	Race:
[REDACTED]	NORTH DAKOTA	FEMALE	ASIAN

Home Address:*

4720 MELLOWSUN DR

City:*	State:*	Zip:*	Phone No.:*
BISMARCK	NORTH DAKOTA	58503	[REDACTED]

Occupation:*

NAILS TECHNICIAN

Title:*

MANAGER

Email Address:*

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

Name:*

ERIC TRINH

Date of Birth:*

_____/1987

Percentage of Ownership:*

50%

Driver's License No.:

State Issued:*

NORTH DAKOTA

Gender:

MALE

Race:

ASIAN

Home Address:*

City:*

BISMARCK

State:*

NORTH DAKOTA

Zip:*

58503

Phone No.:

Occupation:*

NAILS TECHNICIAN

Title:*

CEO

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 selected

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:

[Choose File](#) no file selected

Select Language 

Go [gle](#) [Translate](#)

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:*

[Choose File](#) no file selected

Upload Site Diagram: is required.

Liquor License Transfers**Download Required Form for License Transfer:**

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

[Choose File](#) no file selected

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:*

Eric trinh

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

Date:*

04/24/2024

Electronic Signature

Payment Options:*

Check By Mail

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

Choose File no file selected

Mail Payments To:

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

Receive an email copy of this form.

Email address

ericbaotrinh@gmail.com

This field is not part of the form submission.

Submit

Submit and Print

* indicates a required field



Airport

DATE: May 14, 2024

FROM: Greg Haug, Airport Director

ITEM: Edling Electric Change Order 4 to the General Aviation (GA) Apron Phase 4 Project

REQUEST:

Consider Change Order 4 to Edling Electric April 12, 2023, Agreement for GA Apron Phase 4 Project

BACKGROUND INFORMATION:

On March 28, 2023, the Board considered and approved actions related to GA Apron Phase 4 project. Those approvals included award to Edling Electric as the Electrical Prime contractor. The project "Prerequisites to Substantial Completion" date was October 1, 2023. Edling Electric completed the requirements for Substantial Completion. During the project, it was discovered that the wrong Davis Bacon wage rate determination was used and needed to be corrected. The wage rate classification was changed from Heavy to Highway. This change required Edling Electric to revise their payrolls. This task was also required for Edling to meet the requirements for "Prerequisites to Final Acceptance". On November 28, 2023, the Board considered and approved Change Order 3 which extended the time 91 days (March 1, 2024) to revise both their payrolls and their sub-consultants and do closeout activities.

The time to process the change in the wage rate from Heavy to Highway took longer than anticipated. As a result, Staff requests the Prerequisites to Final Acceptance date be extended 136 days to July 15, 2024. This date is consistent with the time extension previously approved by the Board for Strata Corporation.

The adjustment resulting from Davis Bacon wages rate changing from Heavy to Highway resulted in \$15,621.52 in additional wages. The Federal Aviation Administration (FAA) has determined that the change in wage rates is an eligible project expense. However, the administrative costs to revise the payrolls is not eligible. KLJ is covering the administrative fee of \$10,900.00.

The time extension will also be used by the Airport, FAA and Engineering staff to process the request and finalize and closeout for the project. Airport Staff and consulting engineers believe the extension is reasonable.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order 4 to Edling Electric's April 12, 2023, Agreement for GA Apron Phase 4 Project at Enclosure 1

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. AIR - 1



4585 Coleman Street
 Bismarck, ND 58503-0431
 701 355 8400
 KLJENG.COM

Letter of Transmittal

Date:	April 18, 2024
To:	Mr. Tim Thorsen, Assistant Airport Director Bismarck Airport PO Box 991 2301 University Drive – Building 17 Bismarck, ND 58502
Copy To:	File
From:	Tom Neigum, PE
Re:	Bismarck Airport – Construct GA Apron Expansion Phase 4
Project #:	KLJ 2105-000163; AIP TBD

We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input checked="" type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

Shipped via: Hand Delivered

Copies (#)	Description
1	Change Order #4 – Edling Electric, Inc.

Remarks

Attached is Change Order #4 for the above project. Please sign and date the original. Return a digital copy to KLJ. We will keep a digital copy for our records and forward a digital copy to Edling Electric, Inc.

Please contact me at 701-426-0281 or tineigum@gmail.com if you have any questions.

Thanks!



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Bismarck Office
2301 University Drive, Building 23B
Bismarck, ND 58504

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Minneapolis Office
6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

April 18, 2024

Mr. Greg Haug
City of Bismarck
2301 University Drive, PO Box 991
Bismarck, ND 58502-0991

Re.: Bismarck Municipal Airport
AIP Grant No. TBD
Construct GA Apron Expansion Phase 4
Edling Electric Change Order No. #4

Dear Mr. Haug:

I have reviewed the subject Change Order and associated costs and determined that the additional contract item is eligible for AIP participation.

The following contract items are approved in the total amount of \$15,621.52 and an increase in contract time of 136 days:

1. Revise Davis-Bacon Wage Rates from Heavy to Highway.
2. Extend Contract Time for Prerequisites to Final Acceptance by 136 days.

AIP will not participate in the following contract items:

1. Administration changes in the total amount of \$10,900. Additional cost is not eligible due to it being a cost to correct an error in the contract.

The following limitations apply to this action:

- This determination is solely for the purpose of establishing eligibility of costs under the AIP program.
- The incorporation on non-participating work items must not directly or indirectly result in any additional cost to the AIP-eligible portion of the project. Please maintain a separate and accurate cost accounting of the non-participating work that will permit a third party auditor to quickly verify proper allocation of costs.
- Approval with the increase in contract time does not represent FAA concurrence with additional time for construction phase services.

Please forward a copy of the executed change order to me as soon as it is available. Your record drawings should indicate details addressed by this Change Order. If you have any questions, please contact me at kyle.e.sebesta@faa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Sebesta". The signature is written in a cursive style with a large initial 'K'.

Kyle Sebesta
Program Manager

CC:
Grant Erwin, NDAC
Tom Neigum, KLJ



Change Order No. 4
Date March 15, 2024

Airport Name Bismarck Airport
Location Bismarck, North Dakota
Contract Description Construct GA Apron Expansion Phase 4
Contract Date April 12, 2023

AIP Project # TBD
KLJ Project # 2105-00163
Owner's Project # CONST – 600-620-603-6730-220

Owner	Contractor	Engineer
City of Bismarck	Edling Electric, Inc.	KLJ
PO Box 991	PO Box 1456	4585 Coleman Street
Bismarck, ND 58502-0991	Bismarck, ND 58502	Bismarck, ND 58503

General Reason for Change (quantify and explain details in sections 2 and 3)
 CO4-1 Cost to Change the Davis-Bacon Wage Rate Determination from Heavy to Highway
 CO4-2 Extension of Prerequisites to Final Acceptance

	Future AIP Grant	FAA Ineligible	Total
Total Contract Amount Prior to this Change Order	\$ 184,856.76	\$ 33,492.06	\$ 218,348.82
Change Resulting from this Change Order	15,621.52	-	15,621.52
Total Contract Amount After this Change Order	\$ 200,478.28	\$ 33,492.06	\$ 233,970.34

Prerequisites to Substantial Completion

Prerequisites to Substantial Completion date prior to this Change Order	October 1, 2023
Change resulting from this Change Order	0
Revised Prerequisites to Substantial Completion date from this Change Order	October 1, 2023

Prerequisites to Final Acceptance

Prerequisites to Final Acceptance date prior to this Change Order	March 1, 2024
Change resulting from this Change Order	136
Revised Prerequisites to Final Acceptance date from this Change Order	July 15, 2024

Change Order approved by:

4/18/2024
 Date

Tom Nyein
 KLJ

4/18/24
 Date

James R...
 Edling Electric, Inc.

 Date

 City of Bismarck

Summary of Changes

Airport Name Bismarck Airport
 Location Bismarck, North Dakota
 AIP Project # TBD
 Contractor Edling Electric, Inc.

Change Order No. 4
 Section 2

KU Project # 2105-00163
 Owner's Project # CONST – 600-620-603-6730-220

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
FUTURE AIP GRANT									
Schedule 2, Division 1, Base Bid - Electrical: Gate 1 Service Road and Airport Security Cable									
1	C-105	Mobilization	1.00			L.S.	\$ 16,500.00	\$ -	\$ -
2	26 0502	Electrical Demolition	1.00			L.S.	8,500.00	-	-
3	26 0503	Trenching	4,390			L.F.	6.00	-	-
4	26 0534	Innerduct: 2" HDPE (Green)	4,390			L.F.	3.80	-	-
5	26 0534	Conduit: 2" Rigid Steel Conduit	20			L.F.	40.00	-	-
6	26 0534	Conduit: 1-1/2" EMT	100			L.F.	15.00	-	-
7	27 1000	Fiber Optic Cable: Multimode 6-Strand	5,720			L.F.	3.35	-	-
8	26 5600	Light Standard	1			Each	9,000.00	-	-
9	26 0538	In-Ground Box	7			Each	2,250.00	-	-
10	28 1302	Motorized Gate Operator System	1.00			L.S.	64,000.00	-	-
TOTAL SCHEDULE 2, DIVISION 1, BASE BID - FUTURE AIP GRANT								\$ -	\$ -
FAA INELIGIBLE									
Schedule 2, Division 2, Base Bid - Electrical: Airport Security Cable (FAA Ineligible)									
1	26 0503	Trenching	1,130			L.F.	\$ 6.00	\$ -	\$ -
2	26 0534	Innerduct: 2" HDPE (Green)	1,130			L.F.	3.80	-	-
3	27 1000	Fiber Optic Cable: Multimode 6-Strand	1,320			L.F.	3.35	-	-
4	26 0538	In-Ground Box	4			Each	2,250.00	-	-
TOTAL SCHEDULE 1, DIVISION 2, BASE BID - FAA INELIGIBLE								\$ -	\$ -
FUTURE AIP GRANT									
Change Order #1									
CO1-1		Provide Temporary Access Control to Gates During Construction	1			L.S.	\$ 6,622.76	\$ -	\$ -
TOTAL CHANGE ORDER #1 - FUTURE AIP GRANT								\$ -	\$ -
FAA INELIGIBLE									
Change Order #2									
CO2-1		Provide Additional Locating and Adjustments due to Unlocatable Utilities	1			L.S.	\$ 8,996.06	\$ -	\$ -
TOTAL CHANGE ORDER #2 - FAA INELIGIBLE								\$ -	\$ -
FUTURE AIP GRANT									
Change Order #4									
CO4-1		Cost to Change the Davis-Bacon Wage Rate Determination from Heavy to Highway	-	1	1	L.S.	\$ 15,621.52	\$ 15,621.52	\$ 15,621.52
TOTAL CHANGE ORDER #4 - FUTURE AIP GRANT								\$ 15,621.52	\$ 15,621.52
TOTAL FUTURE AIP GRANT								\$ 15,621.52	\$ 15,621.52
TOTAL FAA INELIGIBLE								\$ -	\$ -
TOTAL CHANGE								\$ 15,621.52	\$ 15,621.52

NOTE: The items highlighted above in orange are items that are funded under Future AIP Grant.
 NOTE: The items highlighted above in yellow are items that are FAA Ineligible.

Explanation of Changes

Airport Name	Bismarck Airport	Change Order No.	4
Location	Bismarck, North Dakota	Section	3
AIP Project #	TBD	KLI Project #	2105-00163
Contractor	Edling Electric, Inc.	Owner's Project #	CONST – 600-620-603-6730-220

Item No. CO4-1

Description

Cost to Change the Davis-Bacon Wage Rate Determination from Heavy to Highway

Reason for Change

The original project requirement was for the Contractors to utilize Davis-Bacon Heavy wage rates. Upon further research and consultation with the FAA, Davis-Bacon Highway wage rates are required on this project. As a result, the Contractor has determined the cost to incorporate the Davis-Bacon Highway wage rates into the project. These costs are shown in this change order and further detailed in the attached information from the Contractor. With this change, the Davis-Bacon Highway wage rates are the prevailing wage rates on the project.

The proposed cost is allowable, allocable, and reasonable.

Item No. CO4-2

Description

Extension of Prerequisites to Final Acceptance

Reason for Change

The time to process the Cost to Change the Davis-Bacon Wage Rate Determination from Heavy to Highway took longer than anticipated. As a result, the Prerequisites to Final Acceptance date is extended to July 15, 2024. This date is consistent with the time extension previously approved for Strata Corporation.



March 15, 2024

Tom Neigum
Kadmas, Lee & Jackson
4585 Coleman St
Bismarck, ND 58503

Re: Bismarck Airport GA Apron Phase 4
Revised Wage Determination Change Order – CO #E-6 - Revised

Dear Mr. Neigum:

Per discussions, KLJ/Airport/FAA requested changes to the wage determination for all work on the BIS GA Apron Phase 4 (KLJ2105-00163) Project.

Lump sum pricing for this additional work is \$26,521.52. Please see the attached breakdown & backup information.

If you have any questions, please call me at (701) 595-7570.

Respectfully submitted,


James Ruud, Project Manager

Lump sum \$26,521.52,
Less \$10,900.00 of Administrative to be paid by KLJ,
Equals \$15,621.52 for Change Order cost.



1300 Basin Avenue • PO Box 1456 • Bismarck, ND 58502
Telephone: (701) 255-2831 • Fax: (701) 255-2835

We are Equal Opportunity Employer M/F/V/H

MASTER
LICENSE
#3475



EDLING ELECTRIC CHANGE ORDER #E-6
 BISMARCK AIRPORT GA APRON PROJECT PHASE 4 - WAGE DETERMINATION REVISION
 11/7//23
 REVISE WAGE RAGES & REVISE CERTIFIED PAYROLLS ON PROJECT

FIELD CHANGES -

EDLING FIELD EMPLOYEES (SEE ATTACHED)	\$11,357.65
15% MARKUP	\$1,703.65
	\$13,061.30

ADMINISTRATION CHANGES -

ACCOUNTANT & PROJECT MANAGER (JASON 84HR, JAMES 10HR, KARLA 15	109 HRS
RATE / HOUR MANAGEMENT	\$100.00 /HR
	\$10,900.00

SUBCONTRACTOR CHANGES -

JOHNSON CONTROLS (\$612 x 1.1 MU = \$673.20)	\$673.20
DELL COMM (1,439 x 1.1 MU = \$1,582.90)	\$1,582.90
	\$2,256.10

COMBINED -

EDLING FIELD HOURLY ADJUSTMENTS	\$13,061.30
EDLING ADMINISTRATION / MANAGEMENT	\$10,900.00
SUBCONTRACTORS	\$2,256.10
	\$26,217.40

ADDITIONAL COSTS -

PROJECT ADDED BOND (RATE 0.0091 X TOTAL)	\$238.58
PROJECT ADDED CERT (RATE 0.0025 X TOTAL)	\$65.54

CHANGE ORDER #E-6 TOTAL \$26,521.52

Lump sum \$26,521.52,
 Less \$10,900.00 of Administrative to be paid by KLJ,
 Equals \$15,621.52 for Change Order cost.



1300 Basin Avenue • PO Box 1456 • Bismarck, ND 58502
 Telephone: (701) 255-2831 • Fax: (701) 255-2835

We are Equal Opportunity Employer M/F/V/H

MASTER
 LICENSE
 #3475

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
L	6/12/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/12/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.42		
L	6/12/2023	1AP		JONATHAN J BARRY				240.00		
B	6/12/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.52		
L	6/12/2023	JW		ADAM J LEE				-364.90		
B	6/12/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/12/2023	JW		Fringes				-21.90		
L	6/12/2023	JW3		ADAM J LEE				480.00		
B	6/12/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.27		
L	6/12/2023	JW3		Fringes				72.26		
L	6/12/2023	JW		CASEY D SHELDON				-310.16		
B	6/12/2023	JW		FICA, FUTA, SUTA, Workers Comp				-34.70		
L	6/12/2023	JW		Fringes				-18.61		
L	6/12/2023	JW3		CASEY D SHELDON				408.00		
B	6/12/2023	JW3		FICA, FUTA, SUTA, Workers Comp				49.53		
L	6/12/2023	JW3		Fringes				61.42		
L	6/13/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/13/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.39		
L	6/13/2023	1AP		JONATHAN J BARRY				240.00		
B	6/13/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.51		
L	6/13/2023	JW		ADAM J LEE				-364.90		
B	6/13/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/13/2023	JW		Fringes				-21.89		
L	6/13/2023	JW3		ADAM J LEE				480.00		
B	6/13/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.28		
L	6/13/2023	JW3		Fringes				72.26		
L	6/13/2023	JW		CASEY D SHELDON				-364.90		
B	6/13/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/13/2023	JW		Fringes				-21.90		
L	6/13/2023	JW3		CASEY D SHELDON				480.00		
B	6/13/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.29		
L	6/13/2023	JW3		Fringes				72.26		
L	6/13/2023	LABA		JOSIAH R WILL				-242.60		
B	6/13/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-25.81		
L	6/13/2023	LABA03		JOSIAH R WILL				259.00		
B	6/13/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				30.02		
L	6/13/2023	LABA03		Fringes				23.20		
L	6/14/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/14/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.42		
L	6/14/2023	1AP		JONATHAN J BARRY				240.00		
B	6/14/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.52		
L	6/14/2023	10AP		ANDREW S ESZLER				-49.26		
B	6/14/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-5.51		
L	6/14/2023	10AP		Fringes				-2.96		
L	6/14/2023	10OP		ANDREW S ESZLER				-131.36		
B	6/14/2023	10OP		FICA, FUTA, SUTA, Workers Comp				-14.71		
L	6/14/2023	10OP		Fringes				-7.88		
L	6/14/2023	10AP		ANDREW S ESZLER				64.80		
B	6/14/2023	10AP		FICA, FUTA, SUTA, Workers Comp				7.25		
L	6/14/2023	10AP		Fringes				3.88		
L	6/14/2023	10OP03		ANDREW S ESZLER				131.36		
B	6/14/2023	10OP03		FICA, FUTA, SUTA, Workers Comp				16.86		
L	6/14/2023	10OP03		Fringes				28.31		
L	6/14/2023	JW		ADAM J LEE				-364.90		
B	6/14/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.80		
L	6/14/2023	JW		Fringes				-21.90		
L	6/14/2023	JW3		ADAM J LEE				480.00		
B	6/14/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.28		
L	6/14/2023	JW3		Fringes				72.26		
L	6/14/2023	JW		CODY J MACLEOD				-182.45		
B	6/14/2023	JW		FICA, FUTA, SUTA, Workers Comp				-20.42		
L	6/14/2023	JW		Fringes				-10.95		
L	6/14/2023	JW3		CODY J MACLEOD				240.00		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

#: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
B	6/14/2023	JW3		FICA, FUTA, SUTA, Workers Comp				29.14		
L	6/14/2023	JW3		Fringes				36.13		
L	6/14/2023	PE1C		ROBERT G ROUSE				-152.77		
B	6/14/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-17.22		
L	6/14/2023	PE1C		Fringes				-10.40		
L	6/14/2023	PEC3		ROBERT G ROUSE				152.77		
B	6/14/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				19.62		
L	6/14/2023	PEC3		Fringes				33.26		
L	6/14/2023	JW		CASEY D SHELDON				-364.90		
B	6/14/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/14/2023	JW		Fringes				-21.89		
L	6/14/2023	JW3		CASEY D SHELDON				480.00		
B	6/14/2023	JW3		FICA, FUTA, SUTA, Workers Comp				57.15		
L	6/14/2023	JW3		Fringes				72.26		
L	6/14/2023	LABA		BRAXTON L WETZEL				-133.43		
B	6/14/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-14.18		
L	6/14/2023	LABA03		BRAXTON L WETZEL				142.45		
B	6/14/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				16.52		
L	6/14/2023	LABA03		Fringes				12.76		
L	6/14/2023	LABA		JOSIAH R WILL				-121.30		
B	6/14/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-12.90		
L	6/14/2023	LABA03		JOSIAH R WILL				129.50		
B	6/14/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				15.01		
L	6/14/2023	LABA03		Fringes				11.60		
L	6/15/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/15/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.40		
L	6/15/2023	1AP		JONATHAN J BARRY				240.00		
B	6/15/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.52		
L	6/15/2023	100P		ANDREW S ESZLER				-328.40		
B	6/15/2023	100P		FICA, FUTA, SUTA, Workers Comp				-36.74		
L	6/15/2023	100P		Fringes				-19.71		
L	6/15/2023	100P03		ANDREW S ESZLER				328.40		
B	6/15/2023	100P03		FICA, FUTA, SUTA, Workers Comp				42.13		
L	6/15/2023	100P03		Fringes				70.80		
L	6/15/2023	JW		ADAM J LEE				-310.16		
B	6/15/2023	JW		FICA, FUTA, SUTA, Workers Comp				-34.71		
L	6/15/2023	JW		Fringes				-18.61		
L	6/15/2023	JW3		ADAM J LEE				408.00		
B	6/15/2023	JW3		FICA, FUTA, SUTA, Workers Comp				47.99		
L	6/15/2023	JW3		Fringes				61.42		
L	6/15/2023	JW		CODY J MACLEOD				-364.90		
B	6/15/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.81		
L	6/15/2023	JW		Fringes				-21.89		
L	6/15/2023	JW3		CODY J MACLEOD				480.00		
B	6/15/2023	JW3		FICA, FUTA, SUTA, Workers Comp				54.92		
L	6/15/2023	JW3		Fringes				72.26		
L	6/15/2023	PE1C		ROBERT G ROUSE				-254.62		
B	6/15/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-28.70		
L	6/15/2023	PE1C		Fringes				-17.32		
P	6/15/2023	PE1C		ROBERT G ROUSE				-127.31		
B	6/15/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-12.94		
L	6/15/2023	PE1C		Fringes				-1.65		
L	6/15/2023	PEC3		ROBERT G ROUSE				254.63		
B	6/15/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				32.73		
L	6/15/2023	PEC3		Fringes				55.42		
P	6/15/2023	PEC3		ROBERT G ROUSE				127.31		
B	6/15/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				14.12		
L	6/15/2023	PEC3		Fringes				12.65		
L	6/15/2023	JW		CASEY D SHELDON				-364.90		
B	6/15/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/15/2023	JW		Fringes				-21.90		
L	6/15/2023	JW3		CASEY D SHELDON				480.00		
B	6/15/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.83		
L	6/15/2023	JW3		Fringes				72.26		

Job Status Detail Report
EDLING ELECTRIC, INC.
11/14/2023

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
Change Orders: 0.00
Revised: 202,730.00
Prev. Billed: 0.00
Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
<u>Phase: 01 - LABOR</u>										
<u>Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE</u>										
L	6/15/2023	LABA		BRAXTON L WETZEL				-242.60		
B	6/15/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-25.82		
L	6/15/2023	LABA03		BRAXTON L WETZEL				259.00		
B	6/15/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				30.01		
L	6/15/2023	LABA03		Fringes				23.20		
L	6/15/2023	LABA		JOSIAH R WILL				-242.60		
B	6/15/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-25.81		
L	6/15/2023	LABA03		JOSIAH R WILL				259.00		
B	6/15/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				30.03		
L	6/15/2023	LABA03		Fringes				23.20		
P	6/16/2023	1AP		JONATHAN J BARRY				-246.37		
B	6/16/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-24.92		
P	6/16/2023	1AP		JONATHAN J BARRY				324.00		
B	6/16/2023	1AP		FICA, FUTA, SUTA, Workers Comp				32.78		
P	6/16/2023	10AP		ANDREW S ESZLER				-73.89		
B	6/16/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-7.89		
L	6/16/2023	10AP		Fringes				-4.43		
P	6/16/2023	10OP		ANDREW S ESZLER				-369.45		
B	6/16/2023	10OP		FICA, FUTA, SUTA, Workers Comp				-39.41		
L	6/16/2023	10OP		Fringes				-22.16		
P	6/16/2023	10AP		ANDREW S ESZLER				97.20		
B	6/16/2023	10AP		FICA, FUTA, SUTA, Workers Comp				10.38		
L	6/16/2023	10AP		Fringes				5.84		
P	6/16/2023	10OP03		ANDREW S ESZLER				369.45		
B	6/16/2023	10OP03		FICA, FUTA, SUTA, Workers Comp				39.60		
L	6/16/2023	10OP03		Fringes				40.70		
P	6/16/2023	JW		ADAM J LEE				-492.61		
B	6/16/2023	JW		FICA, FUTA, SUTA, Workers Comp				-52.54		
L	6/16/2023	JW		Fringes				-29.55		
P	6/16/2023	JW3		ADAM J LEE				648.00		
B	6/16/2023	JW3		FICA, FUTA, SUTA, Workers Comp				66.87		
L	6/16/2023	JW3		Fringes				115.01		
P	6/16/2023	PE1C		ROBERT G ROUSE				-381.93		
B	6/16/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-38.85		
L	6/16/2023	PE1C		Fringes				-4.95		
P	6/16/2023	PEC3		ROBERT G ROUSE				381.93		
B	6/16/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				40.90		
L	6/16/2023	PEC3		Fringes				37.95		
L	6/19/2023	1AP		JONATHAN J BARRY				-146.00		
B	6/19/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-15.52		
P	6/19/2023	1AP		JONATHAN J BARRY				-13.68		
B	6/19/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-1.39		
L	6/19/2023	1AP		JONATHAN J BARRY				192.00		
B	6/19/2023	1AP		FICA, FUTA, SUTA, Workers Comp				20.41		
P	6/19/2023	1AP		JONATHAN J BARRY				18.00		
B	6/19/2023	1AP		FICA, FUTA, SUTA, Workers Comp				1.83		
L	6/19/2023	10AP		ANDREW S ESZLER				-98.52		
B	6/19/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-9.61		
L	6/19/2023	10AP		Fringes				-5.91		
P	6/19/2023	10AP		ANDREW S ESZLER				-73.89		
B	6/19/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-7.54		
L	6/19/2023	10AP		Fringes				-4.44		
L	6/19/2023	10OP		ANDREW S ESZLER				-229.88		
B	6/19/2023	10OP		FICA, FUTA, SUTA, Workers Comp				-25.71		
L	6/19/2023	10OP		Fringes				-13.80		
L	6/19/2023	10AP		ANDREW S ESZLER				129.60		
B	6/19/2023	10AP		FICA, FUTA, SUTA, Workers Comp				14.49		
L	6/19/2023	10AP		Fringes				7.77		
P	6/19/2023	10AP		ANDREW S ESZLER				97.20		
B	6/19/2023	10AP		FICA, FUTA, SUTA, Workers Comp				10.38		
L	6/19/2023	10AP		Fringes				5.84		
L	6/19/2023	10OP03		ANDREW S ESZLER				229.88		
B	6/19/2023	10OP03		FICA, FUTA, SUTA, Workers Comp				29.49		
L	6/19/2023	10OP03		Fringes				49.55		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

b: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
L	6/19/2023	JW		ADAM J LEE				-364.90		
B	6/19/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		
L	6/19/2023	JW		Fringes				-21.90		
P	6/19/2023	JW		ADAM J LEE				-54.73		
B	6/19/2023	JW		FICA, FUTA, SUTA, Workers Comp				-5.84		
L	6/19/2023	JW		Fringes				-3.28		
L	6/19/2023	JW3		ADAM J LEE				480.00		
B	6/19/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.28		
L	6/19/2023	JW3		Fringes				72.26		
P	6/19/2023	JW3		ADAM J LEE				72.00		
B	6/19/2023	JW3		FICA, FUTA, SUTA, Workers Comp				7.42		
L	6/19/2023	JW3		Fringes				12.78		
L	6/19/2023	CW1		JAMISON W MINDT				-242.60		
B	6/19/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-25.80		
P	6/19/2023	CW1		JAMISON W MINDT				-36.39		
B	6/19/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-3.68		
L	6/19/2023	LABCW3		JAMISON W MINDT				259.00		
B	6/19/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				29.30		
L	6/19/2023	LABCW3		Fringes				16.40		
P	6/19/2023	LABCW3		JAMISON W MINDT				38.85		
B	6/19/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				4.04		
L	6/19/2023	LABCW3		Fringes				0.97		
L	6/19/2023	PE1C		ROBERT G ROUSE				-288.57		
B	6/19/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-31.11		
L	6/19/2023	PE1C		Fringes				-19.64		
L	6/19/2023	PEC3		ROBERT G ROUSE				288.57		
B	6/19/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				37.08		
L	6/19/2023	PEC3		Fringes				62.82		
L	6/19/2023	JW		CASEY D SHELDON				-364.90		
B	6/19/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		
L	6/19/2023	JW		Fringes				-21.89		
P	6/19/2023	JW		CASEY D SHELDON				-54.73		
B	6/19/2023	JW		FICA, FUTA, SUTA, Workers Comp				-5.84		
L	6/19/2023	JW		Fringes				-3.29		
L	6/19/2023	JW3		CASEY D SHELDON				480.00		
B	6/19/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.29		
L	6/19/2023	JW3		Fringes				72.26		
P	6/19/2023	JW3		CASEY D SHELDON				72.00		
B	6/19/2023	JW3		FICA, FUTA, SUTA, Workers Comp				7.43		
L	6/19/2023	JW3		Fringes				12.78		
L	6/20/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/20/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.40		
L	6/20/2023	1AP		JONATHAN J BARRY				240.00		
B	6/20/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.53		
L	6/20/2023	10AP		ANDREW S ESZLER				-32.84		
B	6/20/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-3.67		
L	6/20/2023	10AP		Fringes				-1.97		
P	6/20/2023	10AP		ANDREW S ESZLER				-24.63		
B	6/20/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-2.63		
L	6/20/2023	10AP		Fringes				-1.48		
L	6/20/2023	10OP		ANDREW S ESZLER				-295.56		
B	6/20/2023	10OP		FICA, FUTA, SUTA, Workers Comp				-33.06		
L	6/20/2023	10OP		Fringes				-17.73		
L	6/20/2023	10AP		ANDREW S ESZLER				43.20		
B	6/20/2023	10AP		FICA, FUTA, SUTA, Workers Comp				4.83		
L	6/20/2023	10AP		Fringes				2.59		
P	6/20/2023	10AP		ANDREW S ESZLER				32.40		
B	6/20/2023	10AP		FICA, FUTA, SUTA, Workers Comp				3.46		
L	6/20/2023	10AP		Fringes				1.94		
L	6/20/2023	10OP03		ANDREW S ESZLER				295.56		
B	6/20/2023	10OP03		FICA, FUTA, SUTA, Workers Comp				34.71		
L	6/20/2023	10OP03		Fringes				63.72		
L	6/20/2023	JW		ADAM J LEE				-364.90		
B	6/20/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

b: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
L	6/20/2023	JW		Fringes				-21.89		
P	6/20/2023	JW		ADAM J LEE				-27.36		
B	6/20/2023	JW		FICA, FUTA, SUTA, Workers Comp				-2.91		
L	6/20/2023	JW		Fringes				-1.65		
L	6/20/2023	JW3		ADAM J LEE				480.00		
B	6/20/2023	JW3		FICA, FUTA, SUTA, Workers Comp				55.28		
L	6/20/2023	JW3		Fringes				72.26		
P	6/20/2023	JW3		ADAM J LEE				36.00		
B	6/20/2023	JW3		FICA, FUTA, SUTA, Workers Comp				3.72		
L	6/20/2023	JW3		Fringes				6.39		
L	6/20/2023	CW1		JAMISON W MINDT				-242.60		
B	6/20/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-25.80		
P	6/20/2023	CW1		JAMISON W MINDT				-18.19		
B	6/20/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-1.85		
L	6/20/2023	LABCW3		JAMISON W MINDT				259.00		
B	6/20/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				29.28		
L	6/20/2023	LABCW3		Fringes				16.40		
P	6/20/2023	LABCW3		JAMISON W MINDT				19.42		
B	6/20/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				2.02		
L	6/20/2023	LABCW3		Fringes				0.48		
L	6/20/2023	PE1C		ROBERT G ROUSE				-305.55		
B	6/20/2023	PE1C		FICA, FUTA, SUTA, Workers Comp				-34.43		
L	6/20/2023	PE1C		Fringes				-20.79		
L	6/20/2023	PEC3		ROBERT G ROUSE				305.55		
B	6/20/2023	PEC3		FICA, FUTA, SUTA, Workers Comp				36.64		
L	6/20/2023	PEC3		Fringes				66.51		
L	6/20/2023	JW		CASEY D SHELDON				-364.90		
B	6/20/2023	JW		FICA, FUTA, SUTA, Workers Comp				-37.45		
L	6/20/2023	JW		Fringes				-21.89		
P	6/20/2023	JW		CASEY D SHELDON				-27.36		
B	6/20/2023	JW		FICA, FUTA, SUTA, Workers Comp				-2.92		
L	6/20/2023	JW		Fringes				-1.64		
L	6/20/2023	JW3		CASEY D SHELDON				480.00		
B	6/20/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.28		
L	6/20/2023	JW3		Fringes				72.26		
P	6/20/2023	JW3		CASEY D SHELDON				36.00		
B	6/20/2023	JW3		FICA, FUTA, SUTA, Workers Comp				3.71		
L	6/20/2023	JW3		Fringes				6.39		
L	6/21/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/21/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.41		
L	6/21/2023	1AP		JONATHAN J BARRY				240.00		
B	6/21/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.52		
L	6/21/2023	10AP		ANDREW S ESZLER				-49.26		
B	6/21/2023	10AP		FICA, FUTA, SUTA, Workers Comp				-5.51		
L	6/21/2023	10AP		Fringes				-2.95		
L	6/21/2023	10AP		ANDREW S ESZLER				64.80		
B	6/21/2023	10AP		FICA, FUTA, SUTA, Workers Comp				6.33		
L	6/21/2023	10AP		Fringes				3.89		
L	6/21/2023	JW		ADAM J LEE				-291.92		
B	6/21/2023	JW		FICA, FUTA, SUTA, Workers Comp				-31.25		
L	6/21/2023	JW		Fringes				-17.52		
L	6/21/2023	JW3		ADAM J LEE				384.00		
B	6/21/2023	JW3		FICA, FUTA, SUTA, Workers Comp				40.66		
L	6/21/2023	JW3		Fringes				57.81		
L	6/21/2023	CW1		JAMISON W MINDT				-121.30		
B	6/21/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-12.90		
L	6/21/2023	LABCW3		JAMISON W MINDT				129.50		
B	6/21/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				14.65		
L	6/21/2023	LABCW3		Fringes				8.20		
L	6/21/2023	JW		CASEY D SHELDON				-364.90		
B	6/21/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/21/2023	JW		Fringes				-21.90		
L	6/21/2023	JW3		CASEY D SHELDON				480.00		
B	6/21/2023	JW3		FICA, FUTA, SUTA, Workers Comp				52.12		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: Q1 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
L	6/21/2023	JW3		Fringes				72.26		
L	6/22/2023	1AP		JONATHAN J BARRY				-91.25		
B	6/22/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-9.70		
L	6/22/2023	1AP		JONATHAN J BARRY				120.00		
B	6/22/2023	1AP		FICA, FUTA, SUTA, Workers Comp				12.76		
L	6/22/2023	JW		ADAM J LEE				-364.90		
B	6/22/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/22/2023	JW		Fringes				-21.89		
L	6/22/2023	JW3		ADAM J LEE				480.00		
B	6/22/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.83		
L	6/22/2023	JW3		Fringes				72.26		
L	6/22/2023	JW		CASEY D SHELDON				-364.90		
B	6/22/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/22/2023	JW		Fringes				-21.89		
L	6/22/2023	JW3		CASEY D SHELDON				480.00		
B	6/22/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.84		
L	6/22/2023	JW3		Fringes				72.26		
P	6/23/2023	JW		ADAM J LEE				-191.57		
B	6/23/2023	JW		FICA, FUTA, SUTA, Workers Comp				-20.44		
L	6/23/2023	JW		Fringes				-11.49		
P	6/23/2023	JW3		ADAM J LEE				252.00		
B	6/23/2023	JW3		FICA, FUTA, SUTA, Workers Comp				26.01		
L	6/23/2023	JW3		Fringes				44.72		
P	6/23/2023	JW		CASEY D SHELDON				-191.57		
B	6/23/2023	JW		FICA, FUTA, SUTA, Workers Comp				-20.44		
L	6/23/2023	JW		Fringes				-11.49		
P	6/23/2023	JW3		CASEY D SHELDON				252.00		
B	6/23/2023	JW3		FICA, FUTA, SUTA, Workers Comp				26.01		
L	6/23/2023	JW3		Fringes				44.73		
L	6/26/2023	JW		MARK A BREINER				-364.90		
B	6/26/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.80		
L	6/26/2023	JW		Fringes				-21.89		
L	6/26/2023	JW3		MARK A BREINER				480.00		
B	6/26/2023	JW3		FICA, FUTA, SUTA, Workers Comp				56.02		
L	6/26/2023	JW3		Fringes				72.26		
L	6/26/2023	CW1		JAMISON W MINDT				-242.60		
B	6/26/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-25.82		
L	6/26/2023	LABCW3		JAMISON W MINDT				259.00		
B	6/26/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				29.28		
L	6/26/2023	LABCW3		Fringes				16.40		
L	6/26/2023	FM		MARK G SCHULZ				-410.40		
B	6/26/2023	FM		FICA, FUTA, SUTA, Workers Comp				-45.92		
L	6/26/2023	FM		Fringes				-24.62		
L	6/26/2023	JW3		MARK G SCHULZ				480.00		
B	6/26/2023	JW3		FICA, FUTA, SUTA, Workers Comp				56.72		
L	6/26/2023	JW3		Fringes				72.26		
L	6/26/2023	JW		CASEY D SHELDON				-364.90		
B	6/26/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		
L	6/26/2023	JW		Fringes				-21.90		
L	6/26/2023	JW3		CASEY D SHELDON				480.00		
B	6/26/2023	JW3		FICA, FUTA, SUTA, Workers Comp				56.68		
L	6/26/2023	JW3		Fringes				72.26		
L	6/26/2023	LABA		BRAXTON L WETZEL				-242.60		
B	6/26/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-25.80		
L	6/26/2023	LABA03		BRAXTON L WETZEL				259.00		
B	6/26/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				30.02		
L	6/26/2023	LABA03		Fringes				23.20		
L	6/27/2023	1AP		JONATHAN J BARRY				-91.25		
B	6/27/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-9.72		
P	6/27/2023	1AP		JONATHAN J BARRY				-13.68		
B	6/27/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-1.38		
L	6/27/2023	1AP		JONATHAN J BARRY				120.00		
B	6/27/2023	1AP		FICA, FUTA, SUTA, Workers Comp				12.75		
P	6/27/2023	1AP		JONATHAN J BARRY				18.00		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

b: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
B	6/27/2023	1AP		FICA, FUTA, SUTA, Workers Comp				1.81		
L	6/27/2023	FM		ADAM J LEE				-410.40		
B	6/27/2023	FM		FICA, FUTA, SUTA, Workers Comp				-40.04		
L	6/27/2023	FM		Fringes				-24.63		
P	6/27/2023	FM		ADAM J LEE				-30.78		
B	6/27/2023	FM		FICA, FUTA, SUTA, Workers Comp				-2.84		
L	6/27/2023	FM		Fringes				-1.85		
L	6/27/2023	JW3		ADAM J LEE				480.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				56.43		
L	6/27/2023	JW3		Fringes				72.26		
P	6/27/2023	JW3		ADAM J LEE				36.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				3.72		
L	6/27/2023	JW3		Fringes				6.39		
L	6/27/2023	CW1		JAMISON W MINDT				-242.60		
B	6/27/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-25.78		
P	6/27/2023	CW1		JAMISON W MINDT				-18.19		
B	6/27/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-1.85		
L	6/27/2023	LABCW3		JAMISON W MINDT				259.00		
B	6/27/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				29.30		
L	6/27/2023	LABCW3		Fringes				16.40		
P	6/27/2023	LABCW3		JAMISON W MINDT				19.42		
B	6/27/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				2.01		
L	6/27/2023	LABCW3		Fringes				0.49		
L	6/27/2023	JW		CASEY D SHELDON				-364.90		
B	6/27/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		
L	6/27/2023	JW		Fringes				-21.89		
P	6/27/2023	JW		CASEY D SHELDON				-27.36		
B	6/27/2023	JW		FICA, FUTA, SUTA, Workers Comp				-2.91		
L	6/27/2023	JW		Fringes				-1.64		
L	6/27/2023	JW3		CASEY D SHELDON				480.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.83		
L	6/27/2023	JW3		Fringes				72.26		
P	6/27/2023	JW3		CASEY D SHELDON				36.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				3.71		
L	6/27/2023	JW3		Fringes				6.39		
L	6/27/2023	JW		NOLAN W TOMAN				-255.43		
B	6/27/2023	JW		FICA, FUTA, SUTA, Workers Comp				-28.57		
L	6/27/2023	JW		Fringes				-15.32		
P	6/27/2023	JW		NOLAN W TOMAN				-27.36		
B	6/27/2023	JW		FICA, FUTA, SUTA, Workers Comp				-2.92		
L	6/27/2023	JW		Fringes				-1.64		
L	6/27/2023	JW3		NOLAN W TOMAN				336.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				40.79		
L	6/27/2023	JW3		Fringes				50.58		
P	6/27/2023	JW3		NOLAN W TOMAN				36.00		
B	6/27/2023	JW3		FICA, FUTA, SUTA, Workers Comp				4.29		
L	6/27/2023	JW3		Fringes				6.39		
L	6/28/2023	1AP		JONATHAN J BARRY				-182.50		
B	6/28/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.39		
L	6/28/2023	1AP		JONATHAN J BARRY				240.00		
B	6/28/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.53		
L	6/28/2023	FM		ADAM J LEE				-410.40		
B	6/28/2023	FM		FICA, FUTA, SUTA, Workers Comp				-40.04		
L	6/28/2023	FM		Fringes				-24.62		
L	6/28/2023	JW3		ADAM J LEE				480.00		
B	6/28/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.83		
L	6/28/2023	JW3		Fringes				72.26		
L	6/28/2023	JW		CODY J MACLEOD				-36.49		
B	6/28/2023	JW		FICA, FUTA, SUTA, Workers Comp				-3.55		
L	6/28/2023	JW		Fringes				-2.19		
L	6/28/2023	JW3		CODY J MACLEOD				48.00		
B	6/28/2023	JW3		FICA, FUTA, SUTA, Workers Comp				5.08		
L	6/28/2023	JW3		Fringes				7.23		
L	6/28/2023	CW1		JAMISON W MINDT				-242.60		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

b: 4081 BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
B	6/28/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-25.80		
L	6/28/2023	LABCW3		JAMISON W MINDT				259.00		
B	6/28/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				29.29		
L	6/28/2023	LABCW3		Fringes				16.40		
L	6/28/2023	JW		CASEY D SHELDON				-364.90		
B	6/28/2023	JW		FICA, FUTA, SUTA, Workers Comp				-35.60		
L	6/28/2023	JW		Fringes				-21.89		
L	6/28/2023	JW3		CASEY D SHELDON				480.00		
B	6/28/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.83		
L	6/28/2023	JW3		Fringes				72.26		
L	6/28/2023	JW		NOLAN W TOMAN				-364.90		
B	6/28/2023	JW		FICA, FUTA, SUTA, Workers Comp				-40.82		
L	6/28/2023	JW		Fringes				-21.90		
L	6/28/2023	JW3		NOLAN W TOMAN				480.00		
B	6/28/2023	JW3		FICA, FUTA, SUTA, Workers Comp				58.28		
L	6/28/2023	JW3		Fringes				72.26		
L	6/29/2023	FM		ADAM J LEE				-410.40		
B	6/29/2023	FM		FICA, FUTA, SUTA, Workers Comp				-40.05		
L	6/29/2023	FM		Fringes				-24.62		
P	6/29/2023	FM		ADAM J LEE				-30.78		
B	6/29/2023	FM		FICA, FUTA, SUTA, Workers Comp				-2.83		
L	6/29/2023	FM		Fringes				-1.85		
L	6/29/2023	JW3		ADAM J LEE				480.00		
B	6/29/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.82		
L	6/29/2023	JW3		Fringes				72.26		
P	6/29/2023	JW3		ADAM J LEE				36.00		
B	6/29/2023	JW3		FICA, FUTA, SUTA, Workers Comp				3.71		
L	6/29/2023	JW3		Fringes				6.39		
L	6/29/2023	JW		CASEY D SHELDON				-364.90		
B	6/29/2023	JW		FICA, FUTA, SUTA, Workers Comp				-37.16		
L	6/29/2023	JW		Fringes				-21.90		
L	6/29/2023	JW3		CASEY D SHELDON				480.00		
B	6/29/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.84		
L	6/29/2023	JW3		Fringes				72.26		
P	6/30/2023	FM		ADAM J LEE				-646.38		
B	6/30/2023	FM		FICA, FUTA, SUTA, Workers Comp				-65.32		
L	6/30/2023	FM		Fringes				-38.78		
P	6/30/2023	JW3		ADAM J LEE				756.00		
B	6/30/2023	JW3		FICA, FUTA, SUTA, Workers Comp				78.02		
L	6/30/2023	JW3		Fringes				134.18		
P	6/30/2023	CW1		JAMISON W MINDT				-181.95		
B	6/30/2023	CW1		FICA, FUTA, SUTA, Workers Comp				-18.41		
P	6/30/2023	LABCW3		JAMISON W MINDT				194.25		
B	6/30/2023	LABCW3		FICA, FUTA, SUTA, Workers Comp				20.17		
L	6/30/2023	LABCW3		Fringes				4.85		
P	6/30/2023	JW		CASEY D SHELDON				-273.67		
B	6/30/2023	JW		FICA, FUTA, SUTA, Workers Comp				-29.20		
L	6/30/2023	JW		Fringes				-16.42		
P	6/30/2023	JW3		CASEY D SHELDON				360.00		
B	6/30/2023	JW3		FICA, FUTA, SUTA, Workers Comp				37.16		
L	6/30/2023	JW3		Fringes				63.89		
L	7/14/2023	JW		ADAM J LEE				-110.82		
B	7/14/2023	JW		FICA, FUTA, SUTA, Workers Comp				-10.81		
L	7/14/2023	JW		Fringes				-6.65		
L	7/14/2023	JW3		ADAM J LEE				144.00		
B	7/14/2023	JW3		FICA, FUTA, SUTA, Workers Comp				15.11		
L	7/14/2023	JW3		Fringes				20.12		
L	7/24/2023	1AP		JONATHAN J BARRY				-120.05		
B	7/24/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-12.77		
P	7/24/2023	1AP		JONATHAN J BARRY				-27.70		
B	7/24/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-2.81		
L	7/24/2023	1AP		JONATHAN J BARRY				156.00		
B	7/24/2023	1AP		FICA, FUTA, SUTA, Workers Comp				16.59		
P	7/24/2023	1AP		JONATHAN J BARRY				36.00		

Job Status Detail Report
EDLING ELECTRIC, INC.
11/14/2023

Page 9
11/14/23 14:19
110 23.2.02.231025

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
Change Orders: 0.00
Revised: 202,730.00
Prev. Billed: 0.00
Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
B	7/24/2023	1AP		FICA, FUTA, SUTA, Workers Comp				3.65		
L	7/24/2023	LABA		NOLAN S JOHNSON				-145.56		
B	7/24/2023	LABA		FICA, FUTA, SUTA, Workers Comp				-15.49		
L	7/24/2023	LABA03		NOLAN S JOHNSON				155.40		
B	7/24/2023	LABA03		FICA, FUTA, SUTA, Workers Comp				18.02		
L	7/24/2023	LABA03		Fringes				13.92		
L	7/24/2023	JW		ADAM J LEE				-369.40		
B	7/24/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.05		
L	7/24/2023	JW		Fringes				-22.16		
P	7/24/2023	JW		ADAM J LEE				-55.41		
B	7/24/2023	JW		FICA, FUTA, SUTA, Workers Comp				-5.11		
L	7/24/2023	JW		Fringes				-3.32		
L	7/24/2023	JW3		ADAM J LEE				480.00		
B	7/24/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.36		
L	7/24/2023	JW3		Fringes				67.06		
P	7/24/2023	JW3		ADAM J LEE				72.00		
B	7/24/2023	JW3		FICA, FUTA, SUTA, Workers Comp				7.37		
L	7/24/2023	JW3		Fringes				12.26		
L	7/24/2023	JW		DEVIN A VOLK				-369.40		
B	7/24/2023	JW		FICA, FUTA, SUTA, Workers Comp				-41.31		
L	7/24/2023	JW		Fringes				-22.16		
P	7/24/2023	JW		DEVIN A VOLK				-55.41		
B	7/24/2023	JW		FICA, FUTA, SUTA, Workers Comp				-5.94		
L	7/24/2023	JW		Fringes				-3.33		
L	7/24/2023	JW3		DEVIN A VOLK				480.00		
B	7/24/2023	JW3		FICA, FUTA, SUTA, Workers Comp				57.73		
L	7/24/2023	JW3		Fringes				67.06		
P	7/24/2023	JW3		DEVIN A VOLK				72.00		
B	7/24/2023	JW3		FICA, FUTA, SUTA, Workers Comp				7.37		
L	7/24/2023	JW3		Fringes				12.26		
L	7/25/2023	1AP		JONATHAN J BARRY				-184.70		
B	7/25/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.63		
P	7/25/2023	1AP		JONATHAN J BARRY				-55.41		
B	7/25/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-5.61		
L	7/25/2023	1AP		JONATHAN J BARRY				240.00		
B	7/25/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.53		
P	7/25/2023	1AP		JONATHAN J BARRY				72.00		
B	7/25/2023	1AP		FICA, FUTA, SUTA, Workers Comp				7.27		
L	7/25/2023	JW		ADAM J LEE				-369.40		
B	7/25/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.04		
L	7/25/2023	JW		Fringes				-22.17		
P	7/25/2023	JW		ADAM J LEE				-110.82		
B	7/25/2023	JW		FICA, FUTA, SUTA, Workers Comp				-10.24		
L	7/25/2023	JW		Fringes				-6.65		
L	7/25/2023	JW3		ADAM J LEE				480.00		
B	7/25/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.34		
L	7/25/2023	JW3		Fringes				67.07		
P	7/25/2023	JW3		ADAM J LEE				144.00		
B	7/25/2023	JW3		FICA, FUTA, SUTA, Workers Comp				14.77		
L	7/25/2023	JW3		Fringes				24.52		
L	7/25/2023	JW		DEVIN A VOLK				-369.40		
B	7/25/2023	JW		FICA, FUTA, SUTA, Workers Comp				-41.33		
L	7/25/2023	JW		Fringes				-22.16		
P	7/25/2023	JW		DEVIN A VOLK				-110.82		
B	7/25/2023	JW		FICA, FUTA, SUTA, Workers Comp				-11.81		
L	7/25/2023	JW		Fringes				-6.65		
L	7/25/2023	JW3		DEVIN A VOLK				480.00		
B	7/25/2023	JW3		FICA, FUTA, SUTA, Workers Comp				57.74		
L	7/25/2023	JW3		Fringes				67.07		
P	7/25/2023	JW3		DEVIN A VOLK				144.00		
B	7/25/2023	JW3		FICA, FUTA, SUTA, Workers Comp				14.77		
L	7/25/2023	JW3		Fringes				24.52		
L	7/26/2023	JW		ADAM J LEE				-295.52		
B	7/26/2023	JW		FICA, FUTA, SUTA, Workers Comp				-28.83		

Job Status Detail Report
 EDLING ELECTRIC, INC.
 11/14/2023

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
 Change Orders: 0.00
 Revised: 202,730.00
 Prev. Billed: 0.00
 Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
L	7/26/2023	JW		Fringes				-17.73		
L	7/26/2023	JW3		ADAM J LEE				384.00		
B	7/26/2023	JW3		FICA, FUTA, SUTA, Workers Comp				40.29		
L	7/26/2023	JW3		Fringes				53.65		
L	7/26/2023	JW		DEVIN A VOLK				-221.64		
B	7/26/2023	JW		FICA, FUTA, SUTA, Workers Comp				-24.79		
L	7/26/2023	JW		Fringes				-13.30		
L	7/26/2023	JW3		DEVIN A VOLK				288.00		
B	7/26/2023	JW3		FICA, FUTA, SUTA, Workers Comp				31.58		
L	7/26/2023	JW3		Fringes				40.24		
L	8/1/2023	JW		ADAM J LEE				-110.82		
B	8/1/2023	JW		FICA, FUTA, SUTA, Workers Comp				-10.81		
L	8/1/2023	JW		Fringes				-6.65		
L	8/1/2023	JW3		ADAM J LEE				144.00		
B	8/1/2023	JW3		FICA, FUTA, SUTA, Workers Comp				15.10		
L	8/1/2023	JW3		Fringes				20.12		
L	8/1/2023	JW		CASEY D SHELDON				-73.88		
B	8/1/2023	JW		FICA, FUTA, SUTA, Workers Comp				-7.22		
L	8/1/2023	JW		Fringes				-4.43		
L	8/1/2023	JW3		CASEY D SHELDON				96.00		
B	8/1/2023	JW3		FICA, FUTA, SUTA, Workers Comp				10.07		
L	8/1/2023	JW3		Fringes				13.41		
L	8/1/2023	JW		DEVIN A VOLK				-73.88		
B	8/1/2023	JW		FICA, FUTA, SUTA, Workers Comp				-7.21		
L	8/1/2023	JW		Fringes				-4.43		
L	8/1/2023	JW3		DEVIN A VOLK				96.00		
B	8/1/2023	JW3		FICA, FUTA, SUTA, Workers Comp				10.07		
L	8/1/2023	JW3		Fringes				13.41		
L	8/7/2023	JW		ADAM J LEE				-147.76		
B	8/7/2023	JW		FICA, FUTA, SUTA, Workers Comp				-14.41		
L	8/7/2023	JW		Fringes				-8.87		
L	8/7/2023	JW3		ADAM J LEE				192.00		
B	8/7/2023	JW3		FICA, FUTA, SUTA, Workers Comp				20.14		
L	8/7/2023	JW3		Fringes				26.83		
L	8/7/2023	JW		CASEY D SHELDON				-147.76		
B	8/7/2023	JW		FICA, FUTA, SUTA, Workers Comp				-14.41		
L	8/7/2023	JW		Fringes				-8.87		
L	8/7/2023	JW3		CASEY D SHELDON				192.00		
B	8/7/2023	JW3		FICA, FUTA, SUTA, Workers Comp				20.14		
L	8/7/2023	JW3		Fringes				26.83		
L	8/8/2023	JW		ADAM J LEE				-369.40		
B	8/8/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.05		
L	8/8/2023	JW		Fringes				-22.16		
L	8/8/2023	JW3		ADAM J LEE				480.00		
B	8/8/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.35		
L	8/8/2023	JW3		Fringes				67.06		
L	8/8/2023	JW		CASEY D SHELDON				-369.40		
B	8/8/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.04		
L	8/8/2023	JW		Fringes				-22.16		
L	8/8/2023	JW3		CASEY D SHELDON				480.00		
B	8/8/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.37		
L	8/8/2023	JW3		Fringes				67.06		
L	8/10/2023	JW		ADAM J LEE				-369.40		
B	8/10/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.03		
L	8/10/2023	JW		Fringes				-22.16		
L	8/10/2023	JW3		ADAM J LEE				480.00		
B	8/10/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.35		
L	8/10/2023	JW3		Fringes				67.07		
L	8/10/2023	JW		CASEY D SHELDON				-369.40		
B	8/10/2023	JW		FICA, FUTA, SUTA, Workers Comp				-36.04		
L	8/10/2023	JW		Fringes				-22.17		
L	8/10/2023	JW3		CASEY D SHELDON				480.00		
B	8/10/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.35		
L	8/10/2023	JW3		Fringes				67.07		

Job Status Detail Report
EDLING ELECTRIC, INC.
11/14/2023

Job: 4081

BIS A/P APRON EXPANSION PH 4

Contract: 202,730.00
Change Orders: 0.00
Revised: 202,730.00
Prev. Billed: 0.00
Open: 202,730.00

Type	Date	Invoice	P.O.	Description	Original Budget	Change Orders	Revised Budget	Actual Cost	Pcnt	Overrun
Phase: 01 - LABOR										
Category: 2000 - CHANGE ORDER-LABOR RATE UPDATE										
P	8/11/2023	JW		ADAM J LEE				-554.10		
B	8/11/2023	JW		FICA, FUTA, SUTA, Workers Comp				-51.19		
L	8/11/2023	JW		Fringes				-33.25		
P	8/11/2023	JW3		ADAM J LEE				720.00		
B	8/11/2023	JW3		FICA, FUTA, SUTA, Workers Comp				73.83		
L	8/11/2023	JW3		Fringes				122.59		
P	8/11/2023	JW		CASEY D SHELDON				-526.39		
B	8/11/2023	JW		FICA, FUTA, SUTA, Workers Comp				-48.64		
L	8/11/2023	JW		Fringes				-31.58		
P	8/11/2023	JW3		CASEY D SHELDON				684.00		
B	8/11/2023	JW3		FICA, FUTA, SUTA, Workers Comp				70.13		
L	8/11/2023	JW3		Fringes				116.47		
P	8/18/2023	1AP		JONATHAN J BARRY				-263.19		
B	8/18/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-26.61		
P	8/18/2023	1AP		JONATHAN J BARRY				342.00		
B	8/18/2023	1AP		FICA, FUTA, SUTA, Workers Comp				34.59		
P	8/18/2023	FM		ADAM J LEE				-560.92		
B	8/18/2023	FM		FICA, FUTA, SUTA, Workers Comp				-51.82		
L	8/18/2023	FM		Fringes				-33.65		
P	8/18/2023	JW3		ADAM J LEE				648.00		
B	8/18/2023	JW3		FICA, FUTA, SUTA, Workers Comp				66.43		
L	8/18/2023	JW3		Fringes				110.34		
L	9/11/2023	1AP		JONATHAN J BARRY				-184.70		
B	9/11/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.64		
L	9/11/2023	1AP		JONATHAN J BARRY				240.00		
B	9/11/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.51		
L	9/11/2023	FM		ADAM J LEE				-415.50		
B	9/11/2023	FM		FICA, FUTA, SUTA, Workers Comp				-40.53		
L	9/11/2023	FM		Fringes				-24.93		
L	9/11/2023	JW3		ADAM J LEE				480.00		
B	9/11/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.36		
L	9/11/2023	JW3		Fringes				67.06		
L	9/12/2023	1AP		JONATHAN J BARRY				-184.70		
B	9/12/2023	1AP		FICA, FUTA, SUTA, Workers Comp				-19.64		
L	9/12/2023	1AP		JONATHAN J BARRY				240.00		
B	9/12/2023	1AP		FICA, FUTA, SUTA, Workers Comp				25.52		
L	9/12/2023	FM		ADAM J LEE				-415.50		
B	9/12/2023	FM		FICA, FUTA, SUTA, Workers Comp				-40.54		
L	9/12/2023	FM		Fringes				-24.93		
P	9/12/2023	FM		ADAM J LEE				-62.32		
B	9/12/2023	FM		FICA, FUTA, SUTA, Workers Comp				-5.76		
L	9/12/2023	FM		Fringes				-3.74		
L	9/12/2023	JW3		ADAM J LEE				480.00		
B	9/12/2023	JW3		FICA, FUTA, SUTA, Workers Comp				50.35		
L	9/12/2023	JW3		Fringes				67.07		
P	9/12/2023	JW3		ADAM J LEE				72.00		
B	9/12/2023	JW3		FICA, FUTA, SUTA, Workers Comp				7.38		
L	9/12/2023	JW3		Fringes				12.26		
F				Fringes				514.51		
				Category 2000 Totals	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Labor	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Phase 01 Totals	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Labor	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Job 4081 Totals	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Labor	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Report Totals	0.00	0.00	0.00	11,357.65	0%	11,357.65
				Labor	0.00	0.00	0.00	11,357.65	0%	11,357.65

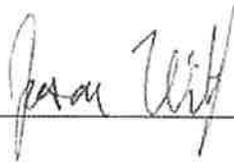
Edling Electric, Inc.
Project Time Tracking
For Project # 4081

Employee Name: Jason Wiltz

Date	Hours
8/4/2023	4
8/5/2023	10
8/6/2023	10
8/7/2023	6
8/8/2023	6
8/9/2023	4
9/7/2023	4
10/2/2023	2
10/27/2023	2
11/2/2023	4
11/3/2023	6
11/6/2023	2
11/7/2023	5
11/8/2023	1
11/9/2023	8
11/10/2023	4
11/13/2023	1
11/14/2023	5

Total Hours: 84

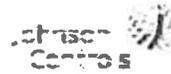
Employee Signature



Karla - 15 HRS

James - 10 HRS

CHANGE DIRECTIVE



Johnson Controls Inc
 2320 12th ST N
 Fargo, ND 58102
 701-405-5932

JCI Project Number	650373131	CHANGE DIRECTIVE NO.	
PROJECT NAME	Bismarck airport Aviation Apron Exp ph4		
LOCATION OF WORK	Bismarck airport Aviation Apron Exp ph4		
CONTRACT NO.		DATE OF REQUEST	11/2/23
REQUESTING PARTY	Eddling electric	CONTRACTOR	
PROJECT MANAGER	James Rudd	ENGINEER	
OWNER			

CHANGE DIRECTIVE OVERVIEW

DESCRIPTION OF CHANGES change in prevailing wage as required by FAA

REASON FOR CHANGE

SUPPORT & JUSTIFICATION DOCUMENTS

SPECIFICATIONS

CHANGE IN CONTRACT PRICE	
ORIGINAL PRICE	\$14,230.80
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$0.00
NET INCREASE / DECREASE	\$612.00
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$14,842.80
Total CO value including estimated sales tax	\$612.00

CHANGE IN CONTRACT TIMES	
ORIGINAL TIME IN DAYS	
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	
NET INCREASE / DECREASE IN DAYS	0
TOTAL CONTRACT TIME WITH APPROVED CHANGES	0

RECOMMENDED BY:	ACCEPTED BY:
DATE:	DATE:
REVIEWED BY:	APPROVED BY:
DATE:	DATE:

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form. The sum shall be added to the original value of the above numbered contract and of Extras heretofore approved. This quotation is valid for 30 days.



Telephone (763) 783-0035
Fax (763) 783-0896

COPY

Change Order Proposal

Project: Bismarck Airport Fiber Customer: Edling Electric
 Job Number: 230122 CO #1 Customer project No. 2024
 Date of Change: October 6, 2023

This Change Proposal Covers the following:

- Change project Davis Bacon rates from:
 - o \$35.58 with \$11.65 + 10.5% fringes
 - To
 - o \$48.00 with \$7.80 + 29.5% fringes

$$\begin{array}{r}
 1459.00 \\
 \times 1.1 \\
 \hline
 1,582.90
 \end{array}$$

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: One Thousand Four Hundred Thirty-Nine & 00/100 Dollars, \$ 1,439.00

Terms: Net 15 days, 1.5% per month, 18% annual will be charged on balance 30 days past due.
 All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Dell-Comm, Inc.

Edling Electric

By: Jon Grenz

By: _____

Title: Branch Manager

Title: _____

Date: October 6, 2023

Date: _____

(After acceptance of proposal, complete contact status below)

Change Order #: _____

Original Contract Amount: \$ 4,649.00

Previous Approved Change Order #'s: \$ 0.00

Amount of This Change Order: \$ 1,439.00

Revised Contract Amount: \$ 6,088.00



Community Development Department

DATE: May 14, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Apple Creek Country Club Fourth Subdivision

REQUEST:

Approval of a minor subdivision final plat titled Apple Creek Country Club Fourth Subdivision where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

Mariner Developers, LLC is requesting approval of a minor subdivision final plat titled Apple Creek Country Club Fourth Subdivision encompassing Lots 1-5 and 7-11, Block 1, Apple Creek Country Club Third Subdivision.

The Planning and Zoning Commission held a public hearing on this request on April 24, 2024. Two written comments were received prior to the public hearing expressing concern about drainage in this area. The Apple Creek township representative and one member of the public spoke at the hearing, primarily expressing concern about increased traffic and road maintenance responsibility.

These concerns were addressed by the applicant's representative at the hearing stating that as much stormwater as possible will be collected and conveyed to the north, thereby lessening the current impact to the adjacent area.

At the end of the public hearing, the Planning and Zoning Commission unanimously approved the plat.

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

RECOMMENDED CITY COMMISSION ACTION:

Consider the minor subdivision final plat and take final action on the request.

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. Apple Creek Country Club Fourth Subdivision Final Plat

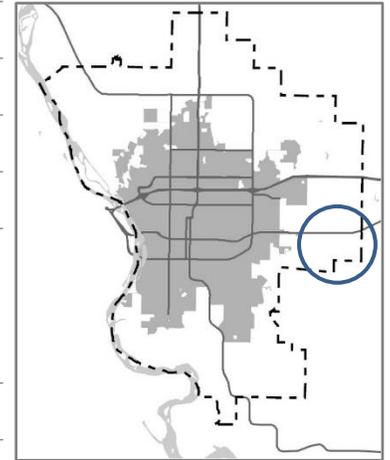
STAFF REPORT

Application for: **Minor Plat**

Project ID: **MPLT2024-002**

Project Summary

<i>Title:</i>	Apple Creek Country Club Fourth Subdivision
<i>Status:</i>	Board of City Commissioners – Final Consideration
<i>Property Owner(s):</i>	Mariner Developers, LLC
<i>Project Contact:</i>	Hanna Boese, PE, Lowry Engineering
<i>Project Location:</i>	East of Bismarck, in the southwest quadrant of the intersection of Country Club Drive and County Highway 10 (a replat of Lots 1-5 and 7-11, Block 1, Apple Creek Country Club Third Subdivision)
<i>Project Size:</i>	5.63 acres
<i>Applicant Request:</i>	Replat Lots 1-5 and 7-11, Block 1, Apple Creek Country Club Third Subdivision to modify lot sizes
<i>Staff Recommendation:</i>	Approve



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	10 lots in 1 block	<i>Lots/Blocks:</i>	14 lots in 1 block
<i>Land Use:</i>	Residential	<i>Land Use:</i>	Residential
<i>Future Land Use:</i>	Rural Residential (RR)	<i>Future Land Use:</i>	Rural Residential (RR)
<i>Zoning:</i>	R10 – Residential	<i>Zoning:</i>	R10 – Residential
<i>Uses Allowed:</i>	R10 – Single and two-family residential	<i>Uses Allowed:</i>	R10 – Single and two-family residential
<i>Max Density:</i>	R10 – 10 units / acre	<i>Max Density:</i>	R10 – 10 units / acre

Area Information

Property History

<i>Zoning Jurisdiction:</i>	Extraterritorial Area (ETA)	<i>Zoned:</i>	11/1999
<i>Township:</i>	Apple Creek (organized)	<i>Platted:</i>	04/2000
<i>Neighborhood:</i>	Apple Creek	<i>Annexed:</i>	N/A

(continued)

Project Narrative

Mariner Developers, LLC is requesting approval of a minor subdivision final plat titled Apple Creek Country Club Fourth Subdivision.

The proposed replat would encompass Lots 1-5 and 7-11, Block 1, Apple Creek Country Club Third Subdivision, in order to modify lot sizes to increase the number of lots from

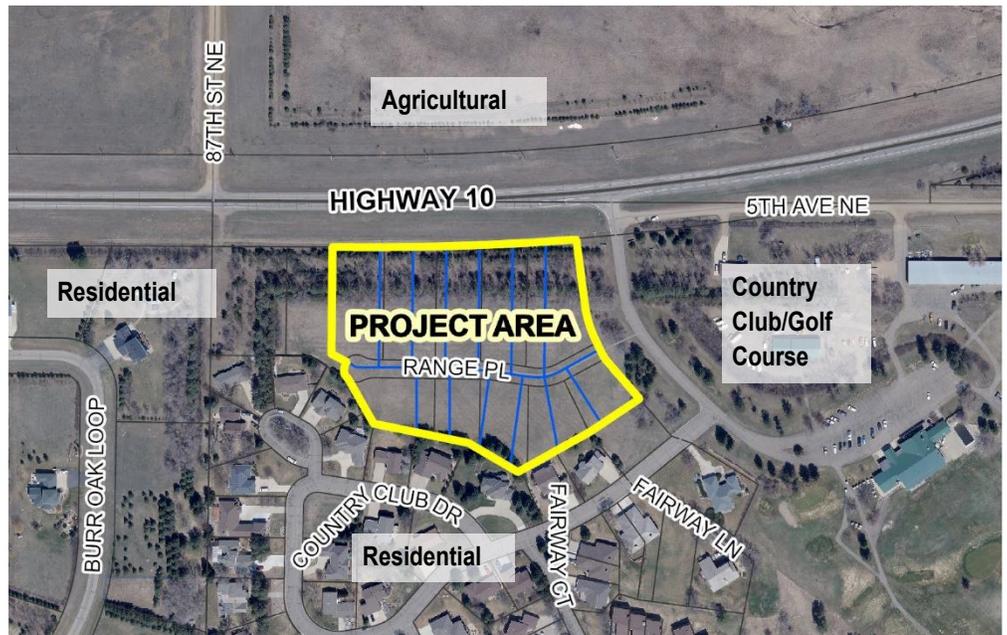
10 to 14. The R10 – Residential zoning, which allows single and two-family residences, would not change.

The Planning and Zoning Commission held a public hearing on this request on April 24, 2024, and recommended approval.

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 RR – Rural Residential in the Future Land Use Plan. The rural residential areas are for country living with convenient proximity to city life. Goals and objectives of this plan as they relate to minor subdivision final plats are referenced in review standards below.

Adjacent uses include residential uses to the south and west, agricultural uses to the north, and a country club and golf course to the east.

The previous underlying plat received conditional approval from the Department of Environmental Quality for wastewater storage and management of the site.

Public Engagement

The public was duly notified of this request prior to the hearing of the Planning and Zoning Commission. A notice was published in the Bismarck Tribune on April 12 and April 19, and 76 letters were mailed to the owners of nearby properties on April 12, 2024.

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

Staff received two written comments prior to the Planning and Zoning Commission public hearing expressing concern about drainage in this area.

The Apple Creek township representative and one member of the public spoke at the hearing primarily expressing concern about increased traffic and road maintenance responsibility.

These comments were addressed by the applicant’s representative stating that a stormwater management plan was conditionally approved prior to this public hearing. This plan indicates that as much stormwater as possible will be collected and conveyed to the north to the Highway 10 ditch, including using Range Place’s curb and gutters to direct much of the water away from areas to the south. As such, the stormwater impact to the adjacent area should be less compared to the current condition.

Additionally, the applicant’s representative addressed the comments related to increased traffic and road maintenance stating that Range Place would be maintained by a private HOA, not the County. The applicant’s representative also stated that there would be a slight increase to traffic as there will be additional people moving into this area, but it should not be very noticeable or affect everyday traffic here.

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.

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

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

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

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

conditionally approved by the City Engineer, with concurrence from the County Engineering.

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

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

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

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

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

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

Staff Recommendation

Based on the above findings, staff recommends approval of the minor subdivision final plat for Apple Creek Country Club Fourth Subdivision.

Attachments

1. Zoning and Plan Reference Map
2. Final Plat
3. Original Plat with Replatted Area Highlighted

Staff report prepared by:

Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov



Zoning and Plan Reference Map

MPLT2024-002

APPLE CREEK COUNTRY CLUB FOURTH SUBDIVISION

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

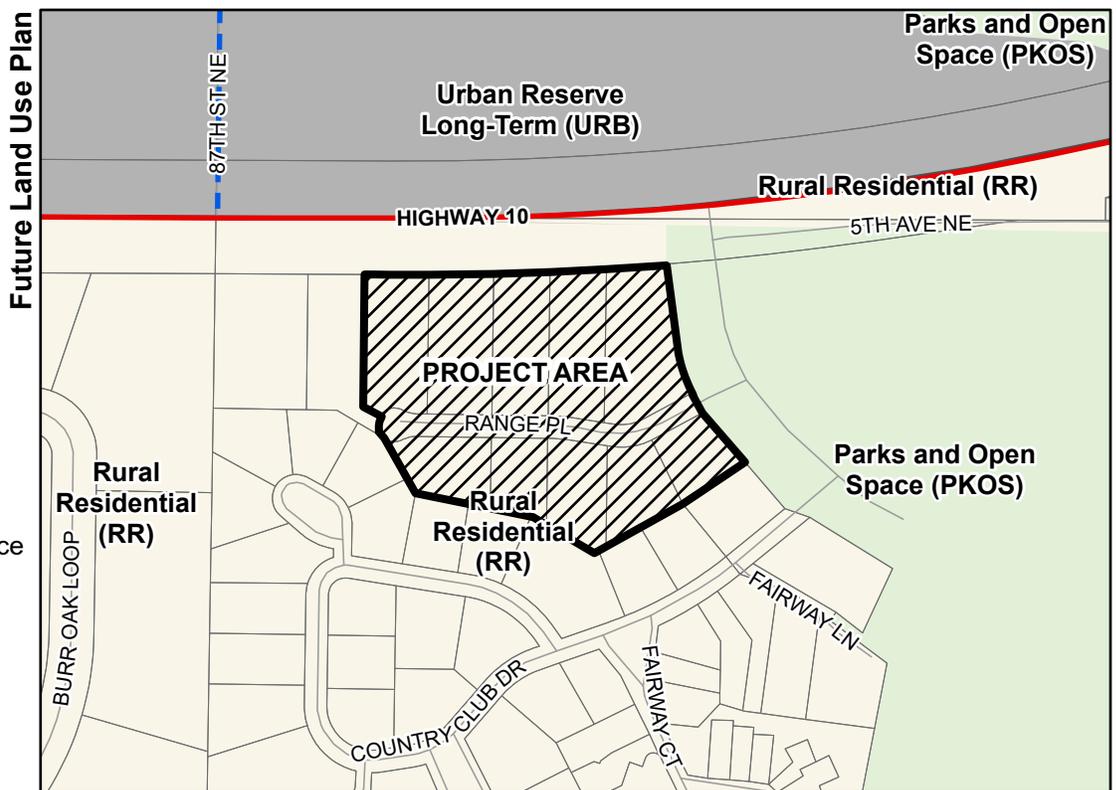
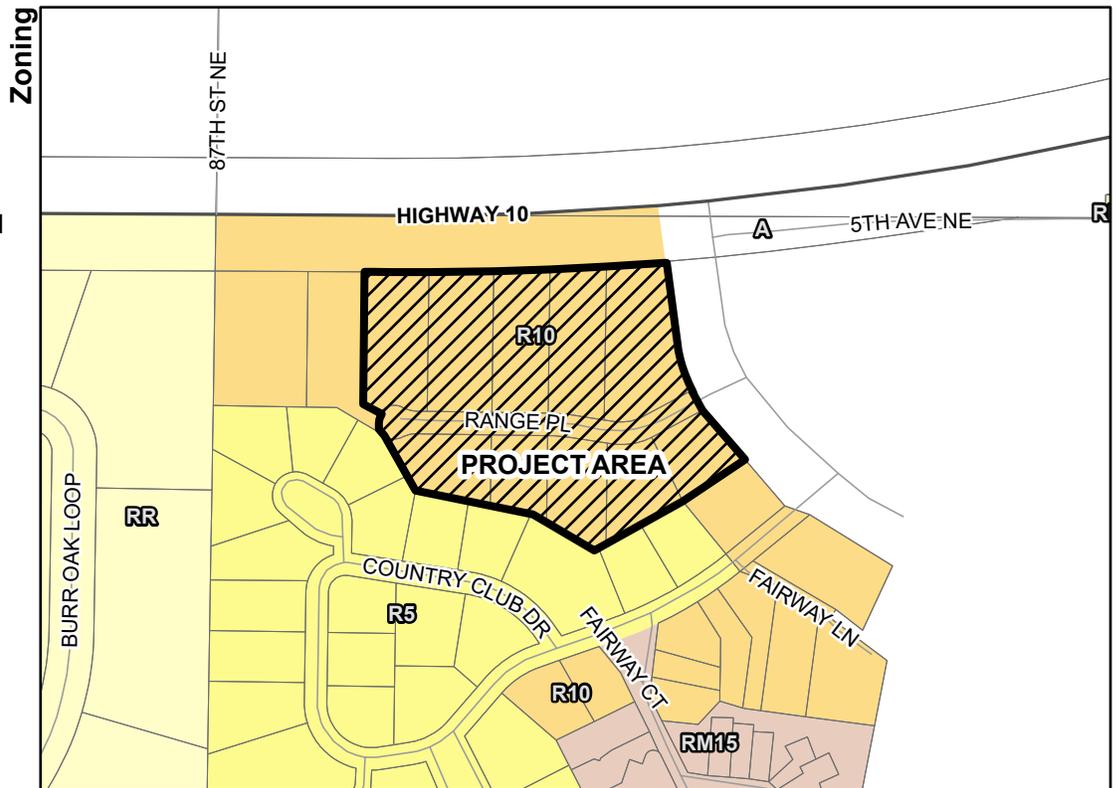
UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural Residential
TR	Transitional Rural
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

Active Mobility Plan

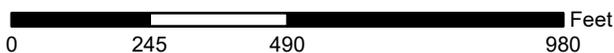
— Future Shared Trail

Major Street Plan

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



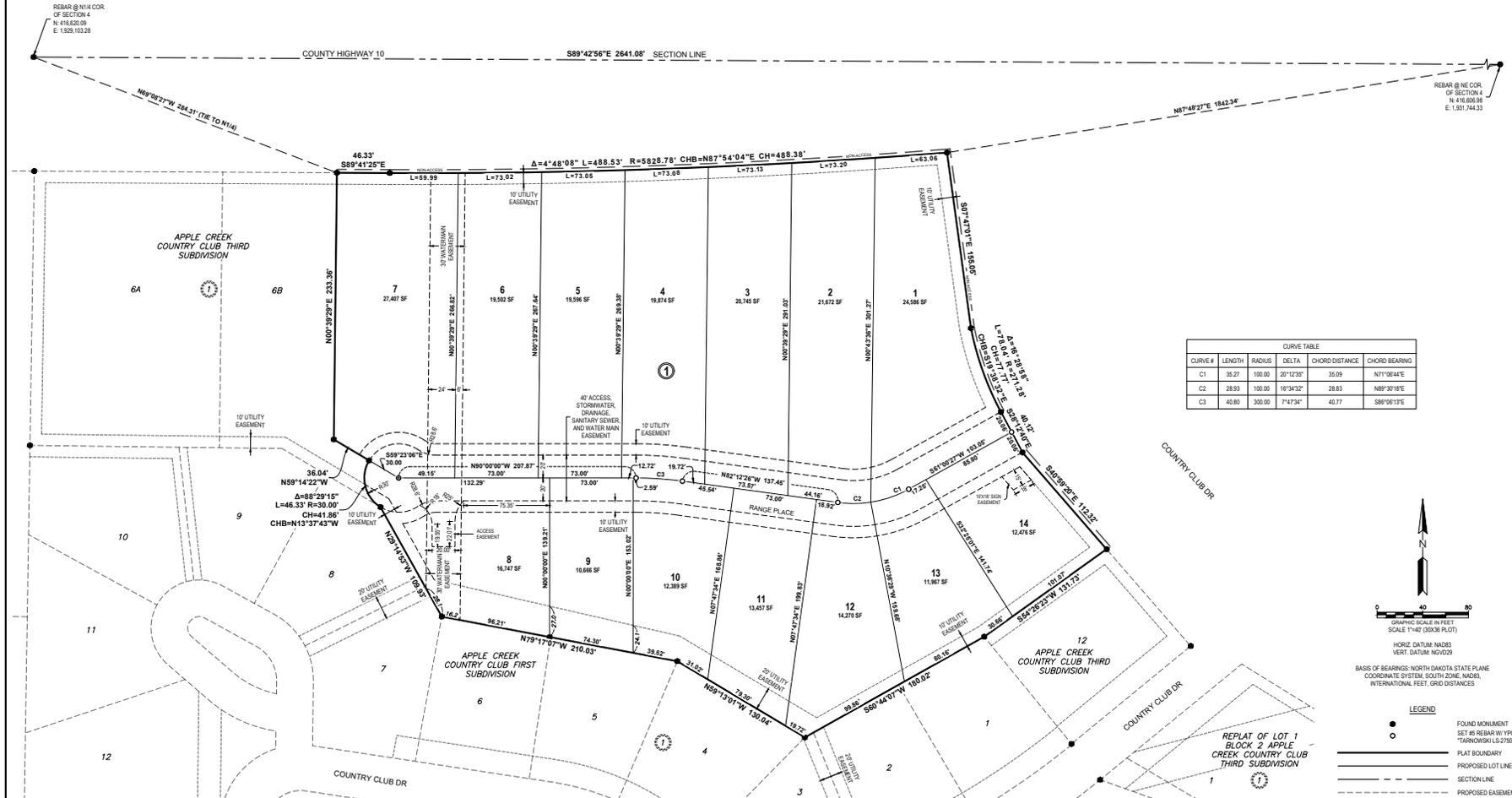
This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



City of Bismarck
Community Development
Planning Division
April 12, 2024

APPLE CREEK COUNTRY CLUB FOURTH SUBDIVISION

A REPLAT OF LOTS 1 - 5 AND 7 - 11, BLOCK 1, OF APPLE CREEK COUNTRY CLUB THIRD SUBDIVISION
IN PART OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 138 NORTH, RANGE 79 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA



CURVE #	LENGTH	RADIUS	DELTA	CHORD DISTANCE	CHORD BEARING
C1	35.27	100.00	20°12'30"	35.59	N71°04'41"E
C2	28.53	100.00	16°34'35"	28.83	N65°31'18"E
C3	40.80	300.00	7°47'34"	40.77	S86°06'19"E

OWNERS CERTIFICATE AND DEDICATION
THE MARKER DEVELOPERS, LLC, BEING ALL THE OWNERS OF THE LANDS PLATTED HEREIN, HAVE CAUSED THE LAND TO BE PLATTED AND DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED APPLE CREEK COUNTRY CLUB FOURTH SUBDIVISION, AND AFFIRM THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

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

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

LEGAL DESCRIPTION
A REPLAT OF LOTS 1 AND 7 - 11, BLOCK 1 OF APPLE CREEK COUNTRY CLUB THIRD SUBDIVISION, IN PART OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 6B, BLOCK 1 OF SAID APPLE CREEK COUNTRY CLUB THIRD SUBDIVISION; THENCE S89°41'25"E ON AND ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 46.33 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 308.78 FEET, AN ARC LENGTH OF 48.33 FEET, A DELTA ANGLE OF 4°49'57", A CHORD BEARING OF N67°04'41"E, AND A CHORD DISTANCE OF 48.86 FEET TO THE NORTHEAST BOUNDARY CORNER OF SAID SUBDIVISION; THENCE S89°41'25"E ON AND ALONG THE EAST BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 150.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 211.28 FEET, AN ARC LENGTH OF 118.84 FEET, A DELTA ANGLE OF 16°29'58", A CHORD BEARING OF S19°38'25"E, AND A CHORD DISTANCE OF 77.77 FEET; THENCE S28°12'42"ON AND ALONG THE EAST BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 40.12 FEET; THENCE S49°39'29"ON AND ALONG THE EAST BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 112.12 TO THE NORTH CORNER OF LOT 12, BLOCK 1 OF SAID SUBDIVISION; THENCE S54°29'22"ON AND ALONG THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 131.75 FEET; THENCE S89°41'25"ON AND ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 130.04 FEET; THENCE N91°17'07"ON AND ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 31.03 FEET; THENCE N91°17'07"ON AND ALONG THE WEST BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 39.93 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 48.33 FEET, A DELTA ANGLE OF 89°29'15", A CHORD BEARING OF N10°31'18"E, AND A CHORD DISTANCE OF 41.88 FEET; THENCE N87°42'20"W ON AND ALONG THE EAST LINE OF SAID LOT 8B A DISTANCE OF 38.04 FEET; THENCE N00°39'29"E ON AND ALONG THE EAST LINE OF SAID LOT 8B A DISTANCE OF 233.36 FEET TO THE POINT OF BEGINNING.

WE ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS 'STORMWATER & DRAINAGE EASEMENT' TO RUN WITH THE LAND FOR THE FREE AND UNOBSTRUCTED FLOW OF WATER UNDER AND/OR OVER THESE AREAS INCLUDING THE CONSTRUCTION AND MAINTENANCE OF STORMWATER FACILITIES TOGETHER WITH NECESSARY APPURTENANCES.

WE ALSO DEDICATE TO ALL LANDOWNING PARTIES ALL EASEMENTS AS SHOWN ON THIS PLAT AS 'ACCESS EASEMENT' TO RUN WITH THE LAND FOR USE BY ALL LAND OWNING PARTIES, THEIR TENANTS, VISITORS AND LICENSEES, AND FOR THE USE OF ANY GOVERNMENTAL SUBDIVISION, ITS OFFICERS AND EMPLOYEES FOR EMERGENCY SERVICES AND ANY OTHER GOVERNMENTAL USE OR USES, PROVIDED THAT MAINTENANCE AND CLEARANCE OF THE EASEMENT IS THE RESPONSIBILITY OF THE LAND OWNING PARTIES AND THE CITY OF BISMARCK SHALL NOT BE RESPONSIBLE IN ANY WAY TO FURNISH ANY SERVICES IF SUCH ACCESS EASEMENTS ARE NOT PROPERLY MAINTAINED OR ARE OBSTRUCTED BY THE PROPERTY OWNERS IN THE SUBDIVISION.

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

WE ALSO DEDICATE TO ALL LANDOWNING PARTIES ALL EASEMENTS AS SHOWN ON THIS PLAT AS 'SIGN EASEMENT' TO RUN WITH THE LAND FOR THE NON-EXCLUSIVE USE OF ALL LANDOWNING PARTIES, THEIR TENANTS, AND LICENSEES TO PLACE SIGNS ON THE EASEMENT AREA PROVIDED THAT ALL SIGNS PLACED FOLLOW ALL RELEVANT LOCAL, STATE, AND FEDERAL LAWS.

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS APPROVED ON THE _____ DAY OF _____, 2024.

PLAT NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. FIELD SURVEY COMPLETED 12/20/23.
3. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
4. PROPOSED ZONING: RESIDENTIAL.
5. 100 YEAR FLOOD PLAN: FEMA ZONE X, DOCUMENT #8901500000, EFFECTIVE DATE: 8/20/14.
6. BENCHMARK HYDRANT BOOK ELEV = 1104.96 (NAD83/2011).
TOTAL LOTS 245,334 SF 5.63 AC

GREG MARKNER, OWNER
MARKNER DEVELOPERS, LLC
ALL LOTS OWNED BY EACH OWNER FOR THIS PLAT

STEVE MARKNER, OWNER
MARKNER DEVELOPERS, LLC
ALL LOTS OWNED BY EACH OWNER FOR THIS PLAT

WICK MARKNER, OWNER
MARKNER DEVELOPERS, LLC
ALL LOTS OWNED BY EACH OWNER FOR THIS PLAT

STATE OF _____, ISS _____
COUNTY OF _____, JSS _____

ON THIS _____ DAY OF _____, 2024,
BEFORE ME PERSONALLY APPEARED GREG MARKNER,
KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND
WHO EXECUTED THE WITHIN CERTIFICATE AND THEY
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC: _____

MICHAEL J. SCHWARTZ - CHAIR
ATTEST: BEN BRETHE - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS
MICHAEL T. SCHWITZ - PRESIDENT
ATTEST: JASON TOMANEK - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER
GABRIEL J. SCHNELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVES THIS PLAT.

GABRIEL J. SCHNELL - CITY ENGINEER

APPROVAL OF BOARD OF COUNTY COMMISSIONERS
THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS APPROVED THE DECORATION AND RE-DECORATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF BURLEIGH COUNTY, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE PLAT.

THE FOREGOING ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED ON THE _____ DAY OF _____, 2024.

SAID TRACT OF LAND CONTAINS 5.63 ACRES, MORE OR LESS.

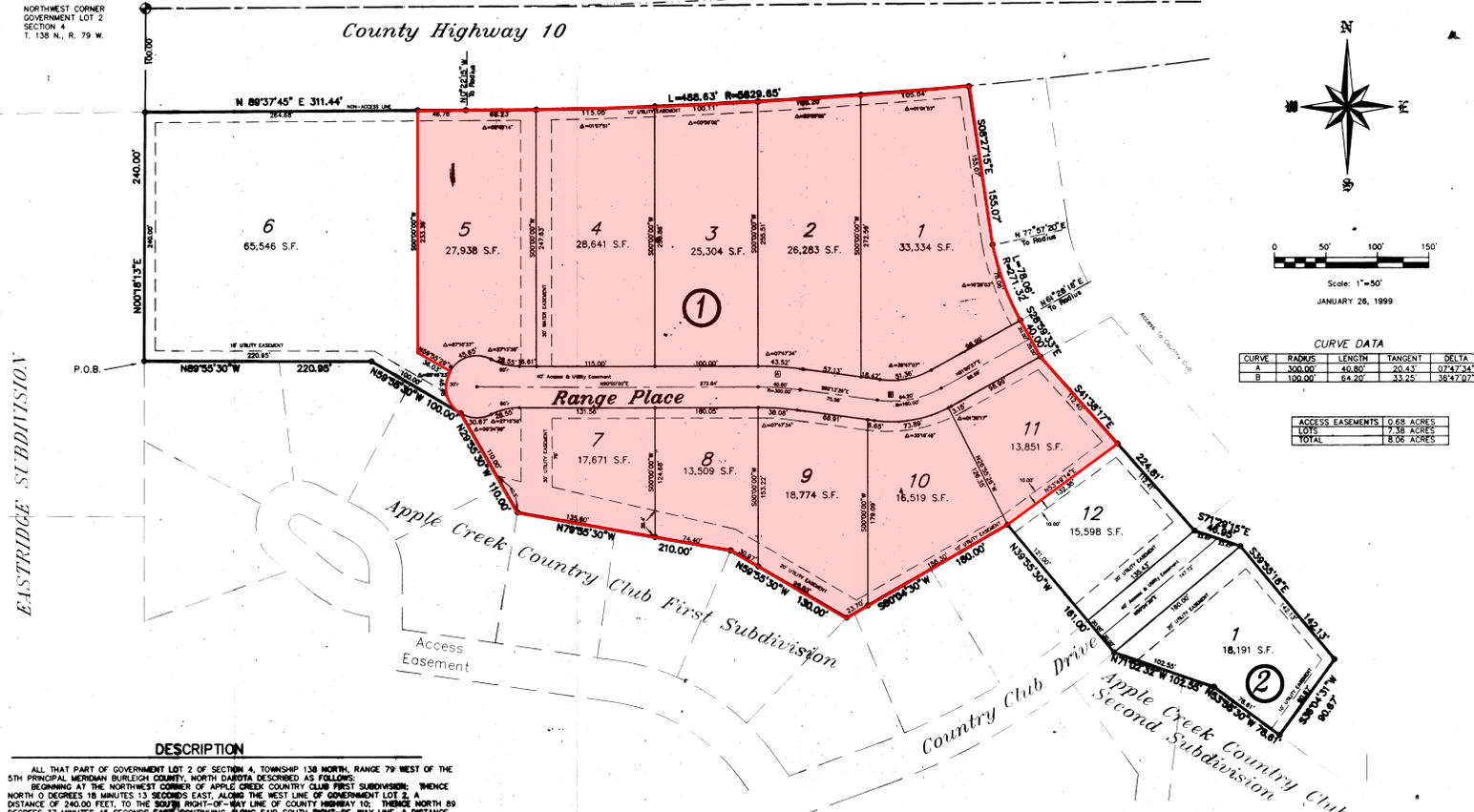
SURVEYORS CERTIFICATE
MICHAEL J. TARNOWSKI, HEREBY CERTIFY I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA. THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS AND MARKS SET, TOGETHER WITH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

MICHAEL J. TARNOWSKI
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. PLS 27308

Apple Creek Country Club Third Subdivision

PART OF GOVERNMENT LOT 2 OF SECTION 4, T. 138 N., R. 79 W.
Burleigh County, North Dakota

NORTHWEST CORNER
GOVERNMENT LOT 2
SECTION 4
T. 138 N., R. 79 W.



CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
A	300.00	40.80	20.43	0742.24
B	100.00	64.20	33.02	3637.07

ACCESS EASEMENTS 0.68 ACRES
LOTS 7.38 ACRES
TOTAL 8.06 ACRES

EASTRIDGE SUBDIVISION

DESCRIPTION

ALL THAT PART OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF APPLE CREEK COUNTRY CLUB FIRST SUBDIVISION; THENCE NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, ALONG THE WEST LINE OF GOVERNMENT LOT 2, A DISTANCE OF 240.00 FEET; TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY 10; THENCE NORTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 311.44 FEET; THENCE EASTERLY AND TO THE LEFT, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, ON A 5829.65 FOOT RADIUS CURVE AN ARC LENGTH OF 488.63 FEET; THENCE SOUTH 08 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.07 FEET; THENCE SOUTHEASTERLY AND TO THE LEFT ON A 27.32 FOOT RADIUS CURVE AN ARC LENGTH OF 75.08 FEET; THENCE SOUTH 28 DEGREES 58 MINUTES 33 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 41 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 22.61 FEET; THENCE SOUTH 71 DEGREES 28 MINUTES 13 SECONDS EAST, A DISTANCE OF 46.34 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 18 SECONDS EAST, A DISTANCE OF 142.13 FEET; THENCE SOUTH 36 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 140.17 FEET; TO THE NORTH LINE OF APPLE CREEK COUNTRY CLUB SECOND SUBDIVISION; THENCE NORTH 53 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 176.61 FEET; THENCE NORTH 71 DEGREES 02 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 102.55 FEET; THENCE NORTH 39 DEGREES 50 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF APPLE CREEK COUNTRY CLUB FIRST SUBDIVISION, A DISTANCE OF 181.00 FEET; THENCE SOUTH 60 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF APPLE CREEK COUNTRY CLUB FIRST SUBDIVISION, A DISTANCE OF 180.00 FEET; THENCE NORTH 59 DEGREES 40 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 210.00 FEET; THENCE NORTH 29 DEGREES 55 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 110.00 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 220.95 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 8.06 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE
I, TERRY BALZER, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON JANUARY 26, 2000, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Terry Balzer
REGISTERED LAND SURVEYOR
N.D. REGISTRATION NO. 3388

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH
ON THIS 24 DAY OF February, 2000, BEFORE ME PERSONALLY APPEARED TERRY BALZER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

BRAND PATIENCE
NOTARY PUBLIC
STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2004

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL ACCESS EASEMENTS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 12 DAY OF December, 1999.

W.C. WOODEN - CITY ADMINISTRATOR

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF WE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

David Backstead - CHAIRMAN
Carl Hokenstead - SECRETARY

APPROVAL OF CITY ENGINEER

I, MELVIN J. BULLINGER, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE 'APPLE CREEK COUNTRY CLUB THIRD SUBDIVISION' BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

Melvin J. Bullinger
CITY ENGINEER

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT APPLE CREEK COUNTRY CLUB INC., BISMARCK, NORTH DAKOTA, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN ON THE ANNEXED PLAT HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS 'APPLE CREEK COUNTRY CLUB THIRD SUBDIVISION', BURLEIGH COUNTY, NORTH DAKOTA.

THEY ALSO DEDICATE EASEMENTS 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 FURTHERMORE GRANT 'ACCESS EASEMENTS' TO ALL LAND OWNING PARTIES, THEIR HEIRS AND ASSIGNS, OVER THE TRACTS SHOWN HEREON. SAID EASEMENTS TO INCLUDE THE FULL AND FREE RIGHT FOR SAID PARTIES, THEIR TENANTS, VISITORS AND LICENSEES, IN COMMON WITH ALL OTHERS HAVING LIKE RIGHT AT ALL TIMES HEREAFTER FOR ALL PURPOSES CONNECTED WITH THE USE OF SAID PARTIES, TO PASS AND REPASS ALONG SAID EASEMENTS AND TO HOLD SAID EASEMENTS TO SAID PARTIES, THEIR HEIRS AND ASSIGNS AND APPURTAINMENT TO THE LAND OF SAID PARTIES. THEY ALSO DEDICATE SAID EASEMENTS TO AND FOR THE USE OF ANY GOVERNMENTAL SUBDIVISION, ITS OFFICERS AND EMPLOYEES FOR UTILITIES AND ANY OTHER GOVERNMENTAL SERVICES OR USES IT DEEMS NECESSARY OR ADVISABLE.

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH
ON THIS 24 DAY OF February, 2000, BEFORE ME PERSONALLY APPEARED [Signatures] KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY, THAT 'APPLE CREEK COUNTRY CLUB INC.' AND WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH
NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES [Date]



SWENSON, HAGEN & CO. P.C.
PLANNING, ENGINEERING, SURVEYING
1100 PINE STREET, FARGO, ND 58103
TEL: 701/785-1100 FAX: 701/785-1101



Community Development Department

DATE: May 14, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Zoning Ordinance Text Amendment - Ordinance 6577

REQUEST:

The Community Development Department requests approval of Ordinance 6577 to amend Section 14-04-19 of the City Code of Ordinances (FP – Floodplain).

BACKGROUND INFORMATION:

Ordinance 6577 to amend Section 14-04-19 of the City Code of Ordinances (FP – Floodplain) relating to the Flood Insurance Rate Map (FIRM) effective date and requirements for manufactured home parks, enclosures, and substantial improvements. Ordinance 6577 would add additional definitions to avoid misinterpretation and clarify requirements, reduce the freeboard or elevation requirement for Pre-FIRM manufactured home parks or subdivisions from two feet above the Base Flood Elevation (BFE) to one foot above the BFE, and change the effective date of the Flood Insurance Rate Map (FIRM) to June 6, 2024. The FIRM is an official map of a community on which FEMA determines base flood elevation, flood zones and floodplain boundaries.

The City of Bismarck and its Extraterritorial Area (ETA) is a participating community in the National Floodplain Insurance Program (NFIP). Participation in the NFIP is a State requirement for communities in North Dakota. Communities that participate in the NFIP must adopt a local floodplain ordinance that meets or exceeds FEMA and State requirements. Any modifications made to the City's floodplain ordinance must be reviewed by the State Floodplain Insurance Program Coordinator and FEMA Floodplain Specialists for compliance with State and Federal requirements. The proposed changes outlined in the draft ordinance have been reviewed and approved by both the State and FEMA.

A stakeholder group comprised of industry professionals, including professional land surveyors, members of the Burleigh County Water Resource District and Burleigh County Planning, a representative of manufactured home communities, ND Department of Water Resources staff, members of the Bismarck Board of Adjustment and Bismarck Planning and Zoning Commission, and the Mayor was formed in May 2023. The stakeholder group met five times to review existing requirements, FEMA and State guidelines, and technical bulletins, and to suggest changes.

Amendments include additional definitions to avoid misinterpretation and clarify requirements,

reduce the freeboard or elevation requirement for Pre-FIRM manufactured home parks or subdivisions from two feet above the Base Flood Elevation (BFE) to one foot above the BFE, and change the effective date of the Flood Insurance Rate Map (FIRM) to June 6, 2024.

The attached staff report contains a complete review of the request, according to standards of the Comprehensive Plan, city ordinances, and other relevant law. Additionally, the staff report contains an overview of past public engagement prior to, and the results of the public hearing at the Planning and Zoning Commission meeting held on April 24, 2024.

RECOMMENDED CITY COMMISSION ACTION:

Consider the request for the zoning ordinance text amendment to amend Section 14-04-19 of the City Code of Ordinances (FP – Floodplain) relating to the Flood Insurance Rate Map (FIRM) effective date and requirements for manufactured home parks, enclosures, and substantial improvements and call for a public hearing on May 28, 2024.

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. Zoning Ordinance Text Amendment



STAFF REPORT

Application for: **Zoning Ordinance Text Amendment**

Project ID: **ZOTA2023-004**

Project Summary

<i>Title:</i>	Revisions to FP – Floodplain District
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Project Contact:</i>	Jenny Wollmuth, AICP, CFM
<i>Request:</i>	Amend Section 14-04-19 of the City Code of Ordinances (FP – Floodplain) relating to the Flood Insurance Rate Map (FIRM) effective date and requirements for manufactured home parks, enclosures, and substantial improvements.
<i>Staff Recommendation:</i>	Call for public hearing

Project Narrative

The Community Development Department requests approval of amendments to Section 14-04-19 of the City Code of Ordinances (FP – Floodplain). The proposed amendments would add additional definitions to avoid misinterpretation and clarify requirements, reduce the freeboard or elevation requirement for Pre-FIRM manufactured home parks or subdivisions from two feet above the Base Flood Elevation (BFE) to one foot above the BFE, and change the effective date of the Flood Insurance Rate Map (FIRM) to June 6, 2024. The FIRM is an official map of a community on which FEMA determines base flood elevation, flood zones and floodplain boundaries.

The Planning and Zoning Commission held a public hearing on this request on April 24, 2024. No written comments were received; however, one resident spoke at the hearing regarding their concerns with stormwater drainage in southeast Bismarck, specifically within Colonial Estates manufactured home park. At the conclusion of the public hearing, the Planning and Zoning Commission voted unanimously to approve this request.

National Flood Insurance Program and Community Rating System

The City of Bismarck and its Extraterritorial Area (ETA) is a participating community in the National Floodplain Insurance Program (NFIP). Participation in the NFIP is a State requirement for communities in North Dakota. Communities that participate in the NFIP must adopt a local floodplain ordinance that meets or exceeds FEMA and State requirements. Any modifications made to the City’s floodplain ordinance must be reviewed by the State Floodplain Insurance Program Coordinator and FEMA Floodplain Specialists for compliance with State and Federal requirements. The proposed changes outlined in the draft ordinance have been reviewed and approved by both the State and FEMA.

The City of Bismarck and its ETA are also a participating community in the Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the City of Bismarck meeting the goals of the CRS program. Currently, flood

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insurance policy holders are eligible for up to a 15% discount in their premium given our CRS status of Class 7.

The current Class 7 CRS classification is largely due to the existing two foot freeboard or elevation requirement for structures. This requirement was added to the ordinance in 2010, after the 2009 ice dam flooding event, to provide additional protection for any future flooding events caused by ice damming on the Missouri River.

FEMA modeling for FIRMs does not take ice damming into consideration as this type of flooding is challenging to predict. Flood waters may rise more rapidly giving less time to protect structures and may cause flooding that is above and beyond the FEMA model.

Staff has been assured that no change to this discount or class rating would occur if the ordinance is adopted as proposed.

Sources of Information

A stakeholder group comprised of industry professionals, including professional land surveyors, members of the Burleigh County Water Resource District and Burleigh County Planning, a representative of manufactured home communities, ND Department of Water Resources staff, members of the Bismarck Board of Adjustment and Bismarck Planning and Zoning Commission, and the Mayor was formed in May 2023.

The stakeholder group met five times to review existing requirements, FEMA and State guidelines, and technical bulletins, and to suggest changes.

Proposed Changes

At the request of FEMA and the ND Department of Water Resources, a citation of statutory authority referencing Chapters 40-47, 11-33, and 58-03 of the ND Century Code was added to

delegate responsibility to the City to adopt regulations designed to promote public health, safety and general welfare of its citizen. While this language is used and referenced in Title 14, FEMA and the State requested it be specifically added to the FP – Floodplain district regulations. Other amendments include:

- Definitions for enclosures, existing manufactured home park or subdivision, expansion to an existing manufactured home park or subdivision, new manufactured home park or subdivision and violation.
- Clarifying language to the definition of substantial improvement explaining that any repair, reconstruction, or improvement of a structure that occurs within a consecutive two-year period would be a substantial improvement if the repair, reconstruction, or improvement exceeds 50% of the value of the structure.
- Technical requirements to allow enclosures below the BFE based on certain conditions.
- Reference to the effective date of the FIRM, which is June 6, 2024.
- Reducing the freeboard or elevation requirement for Pre-FIRM manufactured home parks or subdivisions from two feet above the BFE to one foot above the BFE.

The stakeholder group was asked specifically if they were in favor of reducing the elevation requirement for all new construction and substantial improvements from two feet to one foot above the BFE. The stakeholder group was not in favor of this reduction for the following reasons:

- The two foot freeboard or elevation requirement provides long-term protection for homeowners. With new flood insurance

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rate mapping efforts, flood modeling can change the Special Flood Hazard Area (SFHA) impact based on a variety of factors including the changing characteristics of the Missouri River.

- Burleigh County is in the process of updating its floodplain ordinance. Burleigh County Planning Commission continues to recommend a two foot freeboard standard. It has been suggested that Burleigh County and Bismarck floodplain ordinances try to be as consistent as possible. This would be the case, for a significant regulatory portion of the ordinance, if both the City and the County maintain the two foot freeboard standard.
- By maintaining a two foot freeboard or elevation requirement, homeowners carrying flood insurance will continue to experience the 15% discount.

Public Engagement

Public engagement at the City Commission level will commence if the Board of City Commissioners calls for a public hearing. A stakeholder committee met on five occasions to draft, review and offer suggested changes to the draft ordinance.

At the Planning and Zoning Commission level, the public was duly notified of this request. A notice was published in the Bismarck Tribune on April 12 and April 19, 2024.

Staff received no written comments prior to the public hearing at the Planning and Zoning Commission. Any public comments received prior to the public hearing at the Board of City Commissioners will be summarized in the staff report.

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.

Zoning Text Amendment

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 following objectives of the plan would be advanced through the proposed amendment.

Objective I6(b) states:

“Participate actively in the National Flood Insurance Program and the Community Rating System to manage designated floodplains”

The proposed text amendment is justified by a change in conditions since the zoning ordinance was originally adopted or clarifies a provision that is confusing, in error or otherwise inconsistent with the general intent and purpose of the zoning ordinance ([Goal S9-e](#), [G10-g](#))

Yes. Amendments to this section of the zoning ordinance have been made regularly in the past for various reasons including clarification purposes and to reflect the most recent FIS and FIRM completed for the community in 2015. Conditions have changed since this time period, which justify the proposed revision. In particular, a new FIS and FIRM for the community was recently completed. These documents must be adopted prior to June 6, 2024.

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

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

The proposed text amendment will preserve the overall integrity and coherence of the zoning ordinance ([Goal G10](#))

Yes. All sections of the zoning ordinance containing any references to or potential conflicts with the proposed zoning ordinance text amendment have been reviewed and corrected, as needed. Additional definitions for enclosure, existing manufactured home park or subdivision, expansion to an existing manufactured home park or subdivision, new manufactured home park or subdivision and violation have been added along with clarifications for flood hazard reduction to avoid misinterpretation and clarify requirements.

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 zoning ordinance text amendment has been initiated by staff from the Community Development

Department, on behalf of the Planning and Zoning Commission. A preliminary draft is attached to this report for consideration by the Planning and Zoning Commission.

The public health, safety and general welfare will not be adversely impacted by the proposed zoning text 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 text amendment would not adversely impact the public health, safety, and general welfare.

Staff Recommendation

Based on the above findings, staff recommends calling for a public hearing for the amendments to Section 14-04-19 of the City Code of Ordinances (FP – Floodplain district) as outlined in the draft zoning ordinance text amendment.

Attachments

1. Draft zoning ordinance text amendment

Staff report prepared by: Jenny Wollmuth, AICP, CFM, Senior Planner
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CITY OF BISMARCK

ORDINANCE NO. 6577

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

AN ORDINANCE TO AMEND 14-04-19 OF THE CODE OF ORDINANCES OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO REGULATIONS FOR PROPERTIES LOCATED WITHIN THE FP – FLOODPLAIN ZONING DISTRICT.

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

Section 1. Amend. Section 14-04-19 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to regulations for properties located within the FP – Floodplain , his hereby enacted to read as follows:

14-04-19. FP Floodplain District. In any FP floodplain district, the following regulations shall apply:

1. The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-47, 11-33 and 58-03, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

2. Statement of purpose. It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- a. To protect human life and health;
- b. To minimize expenditure of public money for costly flood control projects;
- c. To minimize the need for rescue and relief efforts associated with flooding, generally undertaken at the expense of the general public;
- d. To minimize prolonged business interruptions;

- e. To minimize damage to public facilities and utilities located in special flood hazard areas such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges;
 - f. To help maintain a stable tax base by providing for the use and development of special flood hazard areas so as to minimize future flood blight areas;
 - g. To ensure that potential buyers are notified that property is located in a special flood hazard area;
 - h. To ensure that those who occupy the special flood hazard areas assume responsibility for their actions; and
 - i. To provide an increased level of protection in anticipation of future increases in the base flood elevation (BFE).
3. Methods of reducing flood losses. In order to accomplish its purposes, this section includes methods and provisions for:
- a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion, flood water elevations or flow velocities;
 - b. Requiring that uses vulnerable to flooding, including attendant utilities and facilities which serve such uses, be protected against flood damage at the time of initial construction;
 - c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or convey flood waters;
 - d. Controlling filling, grading, dredging, and other development which may increase flood damage; and
 - e. Preventing or regulating the construction of flood barriers or obstructions which will unnaturally divert flood waters or which may increase flood hazards in other areas.
4. Definitions. Unless specifically defined below, words or phrases used in this section shall be interpreted so as to give them the meaning they have in common usage and to give this section its most reasonable application.

“Accessory Structure” for floodplain management purposes means structures that are on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. Accessory structures are a single-story structure that may

only be used for parking or storage, represent a minimal investment by owners, and have low damage potential. Structures that include the following uses are not considered accessory structures for floodplain management purposes: habitable spaces, bathrooms, toilet rooms, laundry facilities, and entertainment and recreational spaces including but not limited to workshops and game rooms.

"Agricultural Structure" for floodplain management purposes means structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this section or a request for a variance.

"Attendant utilities and equipment" means utilities, electrical, plumbing, heating, ventilation, and air conditioning equipment, as well as facilities and services associated with new construction.

"Base flood or 100-year flood" means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

"Base flood elevation (BFE)" means the height of the base flood or 100-year flood, usually in feet above mean sea level, as designated on a FEMA published digital flood insurance rate map (DFIRM) or as determined by the storm water management plan prepared for the area in which the property is located.

"Basement" means any area of a building having its floor subgrade (below ground level) on all sides.

"Best available data (BAD)" means water elevation information from any source used to estimate or determine the base flood elevation (i.e., high water mark).

"Conveyance or hydraulic conveyance" means a geometric characteristic of a river or watercourse at a given location that determines the flow-carrying capacity at that location.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

"Enclosure" means enclosed walled in areas below the lowest floor of an elevated building that are constructed of flood-resistant materials and designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwaters.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Fill" means materials such as soil, gravel, or crushed stone that is placed in an area and increases the ground elevation, whether or not that was the intention.

"Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, and/or the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood insurance rate map (FIRM) or digital flood insurance rate map (DFIRM)" means the official map issued by the Federal Emergency Management Agency (FEMA) where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

"Flood insurance study (FIS)" means the official report provided by the Federal Emergency Management Agency (FEMA) that includes flood profiles, the flood insurance rate map (FIRM), and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to partial or complete inundation by water from any source.

"Floodplain Administrator" means the person designated by the Director of Community Development to administer and enforce the City's floodplain regulations.

"Floodproofing (dry)" means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight to two (2) feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

“Floodproofing (wet)” means the use of flood damage resistant materials and construction techniques to minimize flood damage to structures by intentionally allowing floodwater to enter and exit automatically (without human intervention) to minimize unequal

pressure of water on walls (hydrostatic load or pressure). Wet floodproofing also requires structures to be anchored to resist flooding, have mechanical and utility equipment elevated or protected, and have flood openings installed in walls.

"Floodway or regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Letter of map amendment (LOMA)" means an official amendment to the currently effective flood insurance rate map (FIRM) which establishes that a property is not located in a special flood hazard area. A letter of map amendment (LOMA) is issued by FEMA.

"Letter of map revision (LOMR)" means an official amendment to the currently effective flood insurance rate map (FIRM) which is issued by FEMA and changes flood zones, delineations and elevations. A letter of map revision based on fill (LOMR(f)) is a LOMR issued by FEMA based on the placement of fill.

"Lowest floor" means the lowest floor of a structure including the basement and/or crawl space.

"Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle, but does include a mobile home.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of this section.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Non-conversion agreement" means an agreement signed by applicants and property owners, affirming that the owners agree not to convert or modify in any manner that is inconsistent with approved permit (and variance conditions, when applicable).

"Non-residential" means any building or structure or portion thereof that is not classified as residential.

"Pre-FIRM Building" means a building for which construction or substantial improvement occurred on or before ~~December 31, 1974~~ **September 18, 1985, or before** the effective date of ~~an~~ the initial Flood Insurance Rate Map (FIRM).

"Principal structure" for floodplain management purposes means a structure that is not an accessory structure. All principal structures must be constructed in accordance with the requirements applicable to residential construction or nonresidential construction as determined by the use of the structure.

"Post-FIRM Building" means a building for which construction or substantial improvement occurred after ~~December 31, 1974~~ **September 18, 1985, or before** the effective date of ~~an~~ the initial Flood Insurance Rate Map (FIRM), whichever is later.

"Reasonably safe from flooding" means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational vehicle" means a vehicle which is built on a single chassis; four hundred (400) square feet or less when measured at the largest horizontal projection; designated to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal uses. Recreational vehicles include, but are not limited to, travel trailers, trailers on wheels, park-model trailers and other similar vehicles.

"Residential" means:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Residential structures, including but not limited to one and two-family dwellings, multifamily dwellings, group dwellings, bed and breakfast facilities, hotels and motels; and
- c. Institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, nursing homes, group homes, congregate care facilities, hospitals, medical centers, jails and detention centers.

"Special flood hazard area (SFHA)" means an area of land that would be inundated by a flood having a one percent (1%) chance of being equaled or exceeded in any given year (100-year flood).

"Start of construction" includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms.

"Storage tank" means any closed vessel used to store gases or liquids.

"Storm water management plan" means a document prepared in accordance with the provisions of Title 14.1 of the City Code of Ordinances to evaluate surface water runoff and flood risks within a development, plat or watershed; to document special flood hazard areas; and to determine the systems required to convey or control flood flows within and through the area.

"Structure" means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed fifty percent (50%) of the market value as assessed of the structure before the damage occurred.

"Substantial improvement" means any repair, reconstruction, or improvement of a structure, that occurs within a consecutive two (2) year period. ~~‡~~The cost of which equals or exceeds fifty percent (50%) of the market value as assessed of the structure either: before the improvement or repair is started; or if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

"Variance" means a grant of relief from the requirements of this section which permits construction in a manner that would otherwise be prohibited by this section.

"Violation" means the failure of a structure or other development to be fully compliant with the floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

5. General provisions.

- a. Jurisdiction. This section shall apply to all special flood hazard areas within the jurisdiction of the City of Bismarck, including all lands within the corporate limits of the City of Bismarck and the extraterritorial jurisdiction as provided for in Section 40-47-01.1 of the North Dakota Century Code, including areas specifically included in the jurisdiction of the City of Bismarck through agreement as approved by the Board of City Commissioners.
- b. Basis for establishing the special flood hazard areas. The special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in a scientific and engineering report titled "The Flood Insurance Study for Burleigh County, North Dakota and Incorporated Areas", dated August 4, 2014, June 6, 2024 with an accompanying flood insurance rate map (FIRM), and as subsequently updated by any Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR) and/or Letter of Map Revision Based on Fill (LOMR(f)) issued by the Federal Emergency Management Agency (FEMA), is hereby adopted by reference and declared to be a part of this section. The Flood Insurance Study (FIS) is on file in the office of the Floodplain Administrator. Special flood hazard areas may also be designated in a storm water management plan prepared for a development, plat or watershed.
- c. Compliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this section and other applicable regulations, unless a valid building permit was in place prior to July 27, 2010, except as provided for in subsection 6(b)(5) 7(b)(iii) (additions to existing structures).
- d. Greater restrictions. This section is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this section and another section of the City Code of Ordinances, an easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- e. Interpretation. In the interpretation and application of this section, all provisions shall be:
- 1i. Considered as minimum requirements;
 - 2ii. Liberally construed in favor of the City of Bismarck; and
 - 3iii. Deemed neither to limit nor repeal any other powers granted to the City under the North Dakota Century Code or the Home Rule Charter for the City of Bismarck.
- f. Warning and disclaimer of liability. The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This section does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This section shall not create liability on the part of the City of Bismarck, any officer or employee thereof, or the Federal Emergency Management Agency (FEMA) for any flood damages that result from reliance on this section or any administrative decision lawfully made thereunder.
- g. Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.
- h. ~~g.~~ h. Letter of Map Revision (LOMR) and Letter of Map Revision based on Fill (LOMR-F). Development on any parcel for which a Letter of Map Revision (LOMR) or Letter of Map Revision based on Fill (LOMR-F) has been issued shall comply with all of the requirements and recommendations as contained therein. Development on any parcel for which a LOMR or Letter of Map Revision based on Fill (LOMR-F) has been issued shall be constructed in accordance with the provisions of FEMA Technical Bulletin 10-01.
- i. ~~h.~~ i. Non-conforming Status. Any structure constructed with the lowest floor elevated as required by the regulations in effect at the time of construction shall be considered a non-conforming structure for the purposes of this section, provided the lowest floor of said structure is elevated on fill and/or a permanent foundation to at least one (1) foot above the base flood elevation.

6. Administration.

a. Establishment of a development permit. A development permit shall be obtained before construction or development begins within any special flood hazard area established in subsection ~~4(b)~~ 5(b) (basis for establishing the special flood hazard areas). Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- 1i. Elevation in relation to mean sea level (NAVD88), of the lowest floor (including basements and/or crawl spaces) of all structures;
- 2ii. Elevation in relation to mean sea level (NAVD88) to which any structure has been floodproofed;
- 3iii. Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in subsection ~~6(b)(2)~~ 7(b)(ii) (nonresidential construction); and
- 4iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

b. Establishment of a non-structural development permit. A non-structural development permit shall be obtained before any land disturbing activity begins within any special flood hazard area established in subsection ~~4(b)~~ 5(b) (basis for establishing the special flood hazard areas). Application for a non-structural development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; proposed elevations upon completion of the land disturbing activity; the type of fill being used, if fill is proposed; and a description of the extent to which any watercourse will be altered or relocated as a result of proposed land disturbing activity.

c. Administration by the Floodplain Administrator. The Floodplain Administrator, as defined herein, shall administer and implement this section by granting or denying

development permit and non-structural development permit applications in accordance with its provisions.

- d. Duties and Responsibilities of the Floodplain Administrator. Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to:

4i. Permit application review.

a. Review all development permit applications and non-structural development permit applications to determine that the permit requirements of this section have been satisfied.

b. Review all development permit applications and non-structural development permit applications to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

c. Review all development permit applications and non-structural development permit applications to determine if the proposed development or land disturbing activity is located in the floodway. If located in the floodway, assure that the encroachment provisions of this section are met.

2ii. Use of other base flood data. When base flood elevation data has not been provided in accordance with subsection **4(b) 5(b)** (basis for establishing the special flood hazard areas), the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data available (known as best available data (BAD)) from a federal, state or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with subsection **6(b)7(b)** (specific standards).

3ii. Information to be obtained and maintained.

a. Obtain and record the actual elevation (in relation to mean sea level in NAVD88) of the lowest floor (including basement and/or

crawl space) of all new or substantially improved structures, and whether or not the structure contains a basement and/or crawl space.

b. For all new or substantially improved floodproofed structures:

i. Obtain and record the actual elevation (in relation to mean sea level in NAVD88) to which the structure has been floodproofed; and

ii. Maintain the floodproofing certifications required in subsection ~~5(a)(3)~~ 6(a)(iii).

c. Maintain for public inspection all records pertaining to the provisions of this section.

~~4~~ iv.

Alteration of watercourses. The Floodplain Administrator shall:

a. Notify nearby communities, water resource districts, and the North Dakota State Engineer, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

b. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished; and

c. Notify the appropriate water resource district prior to removal or placement of fill within two hundred (200) feet of the ordinary high water mark of a body of water during normal flow or stage.

~~5~~ v.

Interpretation of flood insurance rate map (FIRM) or Digital flood insurance rate map (DFIRM) boundaries. Make interpretations where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of

the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection **7 8** (variance procedure). The Floodplain Administrator may require information be submitted by a registered land surveyor.

7. Provisions for flood hazard reduction.

- a. General standards. In all special flood hazard areas, the following standards are required:

4i. Anchoring.

a. All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse or lateral movement of the structure.

b. All manufactured homes must be elevated and anchored to resist flotation, collapse or and lateral movement of the structure. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors as referenced in FEMA P-85 / 2009. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

2ii. Construction materials and methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage; and

c. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Such facilities shall be located in areas that have been elevated on fill and/or a permanent foundation to at least two (2) feet above the base flood elevation for residential ~~structures and manufactured homes.~~ **Construction.**

Such facilities shall be located in areas that have been elevated on fill and/or a permanent foundation to at least two (2) feet above the base flood elevation or in areas that have been floodproofed to at least two (2) feet above the base flood elevation for nonresidential construction.

3iii. Utilities.

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- b. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the system into flood waters; and
- c. All new and replacement on-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4iv. Subdivision proposals.

- a. All subdivision proposals shall be consistent with the need to minimize flood damage;
- b. All subdivision proposals shall have utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- d. Base flood elevation data shall be provided for all subdivision proposals and other proposed developments. Elevation data must be provided in NAVD88 for areas with a flood insurance rate map (FIRM) or other base flood elevation data in that datum.

- b. Specific standards. In all special flood hazard areas where base flood elevation data have been provided as set forth in subsection 4(b) (basis for establishing the special flood hazard areas) or subsection 5(d)(2) (use of other base flood data), the following provisions are required:

- i. Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement and/or crawl space, elevated on fill and/or a permanent foundation to at least two (2) feet above the base flood elevation.

- ii. Nonresidential construction. Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement and/or crawl space, elevated on fill and/or a permanent foundation to at least two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, shall:
 - a. Be floodproofed to at least two (2) feet above the base flood elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Floodplain Administrator as set forth in subsection ~~5(d)(3)~~ 6(d)(ii) (information to be obtained and maintained).

- iii. Manufactured homes.
 - a. Manufactured homes shall be anchored in accordance with subsection ~~6(a)(1)~~ 7(a)(i) (anchoring).

 - b. All manufactured homes or those to be substantially improved shall be on a permanent foundation, as referenced in FEMA P-85 / 2009, have the lowest floor bottom of the frame of the manufactured home elevated on fill and/or a permanent foundation to at least two (2) feet above the base flood elevation, and be securely

anchored to an adequately anchored foundation system. However, within a Pre-FIRM manufactured home park, a newly placed manufactured home or those to be substantially improved shall be on a permanent foundation, have the bottom of the frame of the manufactured home elevated on fill and/or a permanent foundation to at least one (1) foot above the base flood elevation, and be securely anchored to an adequately anchored foundation system.

iv. Recreational Vehicles.

a. All recreational vehicles to be placed on a site must be on the site for less than 180 consecutive days; and be fully licensed and highway ready.

v. Enclosures. New construction and substantial improvements may have enclosures with areas below the base flood elevation, that are less than 300 square feet and usable solely for building access and utility service connections serving the building, if constructed in accordance with the following requirements:

a. Must have structural and non-structural components constructed of flood damage resistant material. Flood damage resistant materials must meet or exceed the requirements of the most recent version of FEMA Technical Bulletin 2;

b. Must be provided with flood openings designed to equalize the hydrostatic pressure of flood forces on exterior walls by allowing the automatic entry and exit of floodwaters. Flood opening designs must meet or exceed the requirements of the most recent version of FEMA Technical Bulletin 1;

c. Must have mechanical, electrical, and utility equipment elevated at least two feet above the base flood elevation or specifically designed to prevent water from entering or accumulating within the components during flooding in accordance with the most recent version of FEMA Technical Bulletin P-348; and,

d. Prior to the issuance of a building permit, the property owner must submit a signed non-conversion agreement to the City of Bismarck.

The non-conversion agreement must be recorded with the Burleigh County Recorder.

- vi.** Attached garages, decks and landings providing primary access, and accessory buildings.
- a. Garages attached to any residential structure, non-residential structure or manufactured home shall be subject to the same construction requirements as the residential structure, non-residential structure or manufactured home to which it is attached.
 - b. Decks and landings providing access to the primary entrance of a residential structure, non-residential structure or manufactured home shall be subject to the same construction requirements as the residential structure, non-residential structure or manufactured home to which it provides access.

vii. Accessory structures.

- a. Accessory structures defined within this section that are not greater than 600 square feet in area may be constructed with the lowest floor below the base flood elevation in accordance with the following wet floodproofing requirements:
 - i. Must be anchored to resist floatation, collapse and lateral movement.
 - ii. Must have structural and non-structural components constructed of flood damage resistant material to an elevation of at least two feet above the base flood elevation. Flood damage materials must meet or exceed the requirements of the most recent version of FEMA Technical Bulletin 2;
 - iii. Must be provided with flood openings designed to equalize the hydrostatic pressure of flood forces on exterior walls by allowing the automatic entry and exit of floodwaters. Flood opening designs must meet or exceed the requirements of the most recent version of FEMA Technical Bulletin 1;

- iv. Must have mechanical, electrical and utility equipment elevated at least two-feet above the base flood elevation or specifically designed to prevent water from entering or accumulating within the components during flooding in accordance with the most recent version of FEMA Technical Bulletin P-348; and,
 - v. Prior to the issuance of a building permit for the structure, the property owner must submit a signed non-conversion agreement to the City of Bismarck. The non-conversion agreement must be recorded with the Burleigh County Recorder.
- b. Accessory structures defined within this section that are greater than 600 square feet in area may be constructed with the lowest floor one foot above the base flood elevation in accordance with the following requirements.
- i. Must have mechanical, electrical and utility equipment elevated at least two-feet above the base flood elevation or specifically designed to prevent water from entering or accumulating within the components during flooding in accordance with the most recent version of FEMA Technical Bulletin P-348; and,
 - ii. Prior to the issuance of a building permit for the structure, the property owner must submit a signed non-conversion agreement to the City of Bismarck. The non-conversion agreement must be recorded with the Burleigh County Recorder.
- c. Accessory structures that are not enclosed and do not have more than one ridged wall may be constructed at grade in accordance with the following requirements.
- i. Must have structural and non-structural components constructed of flood damage resistant material to an elevation of at least two feet above the base flood elevation. Flood damage materials must meet or exceed the requirements of the most recent version of FEMA Technical Bulletin 2;

- ii. Must have mechanical, electrical and utility equipment elevated at least two-feet above the base flood elevation or specifically designed to prevent water from entering or accumulating within the components during flooding in accordance with the most recent version of FEMA Technical Bulletin P-348; and,
- iii. Prior to the issuance of a building permit for the structure, the property owner must submit a signed non-conversion agreement to the City of Bismarck. The non-conversion agreement must be recorded with the Burleigh County Recorder.

6viii. Additions to existing structures.

- a. Any addition to any existing residential structure, non-residential structure, manufactured home, garage, deck, landing or accessory structure that ~~is considered a post-FIRM building and~~ is not deemed a substantial improvement may be constructed with the lowest floor at the same elevation as the existing structure, ~~provided the lowest floor of the existing structure is elevated on fill and/or a permanent foundation to at least one (1) foot above the base flood elevation. Any addition to any existing residential structure, non-residential structure, manufactured home, garage, deck, landing or accessory structure that is considered a pre-FIRM building and is not deemed a substantial improvement may be constructed with the lowest floor at the same elevation as the existing structure.~~
- c. Floodways. Floodways are designated areas located within the special flood hazard areas established in subsection 4(b) (basis for establishing the special flood hazard areas). Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
 - i. ~~4.~~ Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating that encroachments shall not

result in any increase in flood levels during the occurrence of the base flood discharge.

- ii. ~~2.~~ If the preceding subsection is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of subsection ~~6 7~~ (provisions for flood hazard reduction).

8. ~~8.~~ Variance procedure.

- a. Board of Adjustment. The Board of Adjustment, as established in Chapter 14-06 of the City Code of Ordinances (Board of Adjustment), shall hear and decide appeals and requests for variances from the requirements of this section.
- b. Appeals. An appeal may be filed by any person, firm, or corporation aggrieved, or by any governmental officer, department or board affected by any decision or determination made by the Floodplain Administrator in the enforcement or administration of this section, in accordance with the provisions of Sections 14-06-02 (Powers and Duties) and 14-06-03 (Appeal Procedures).
- c. Variances. An application for a variance may be made by any person, firm, or corporation with a legal interest in the property for which the variance is being sought, in accordance with the provisions of Sections 14-06-02 (Powers and Duties) and 14-06-03 (Appeal Procedures).
- d. In considering appeals and variance applications, and in addition to the requirements outlined in Section 14-06-02 (Powers and Duties), the Board of Adjustment shall consider all technical evaluations, all relevant factors, and the standards specified in this section, including:
 - i. ~~1.~~ The danger to life and property due to flooding or erosion damage;
 - ii. ~~2.~~ The danger that materials may be swept onto other lands to the injury of others;
 - iii. ~~3.~~ The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - iv. ~~4.~~ The importance of the services provided by the proposed facility to the community;

- v. ~~5.~~ The necessity to the facility of a waterfront location, where applicable;
 - vi. ~~6.~~ The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;
 - vii. ~~7.~~ The compatibility of the proposed use with the existing and anticipated development;
 - viii. ~~8.~~ The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - ix. ~~9.~~ The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - x. ~~10.~~ The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - xi. ~~11.~~ The costs of providing governmental services during and after flood conditions, including maintenance and repair of utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- e. Upon consideration of the factors in subsection ~~(78)(d)~~ and the purposes of this section, the Board of Adjustment may attach such conditions to the granting of a variance as it deems necessary to further the purpose of this section.
- f. Conditions for variances.

~~i.1.~~ Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this subsection.

~~ii.2.~~ Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.

~~iii.3.~~ Variances shall only be issued upon a determination that the variance is the minimum

necessary, considering the flood hazard, to afford relief.

iv.4. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
3. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

g. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation lower than two (2) feet above the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

h. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances granted to the Federal Emergency Management Agency (FEMA) upon request.

9. Encroachment Analysis. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

10. 9. Penalties for Violations. Penalties for violation of this section shall be in accordance with the provisions of Chapter 14-05 (Enforcement) of the City Code of Ordinances. Nothing herein shall prevent the City of Bismarck from taking such other lawful action as is necessary to prevent or remedy any violation.

* * * * *

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent remaining portions of this ordinance.

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall take effect after final passage, adoption and publication.

DRAFT



Community Development Department

DATE: May 14, 2024

FROM: Ben Ehreth, Community Development Director

ITEM: Street Name Change from Gallatin Loop to Gallatin Drive

REQUEST:

Proposed street name change of “Gallatin Loop” to “Gallatin Drive” within Fox Island Subdivision and Fox Island Second Subdivision.

BACKGROUND INFORMATION:

The City of Bismarck Community Development Department and Central Dakota Communications Center (CENCOM) propose to change the name of “Gallatin Loop” to “Gallatin Drive” within Fox Island Subdivision and Fox Island Second Subdivision.

This section of street was originally named “Gallatin Loop” in the plats of Fox Island Subdivision and Fox Island Second Subdivision, which were both recorded in 1994. However, there are indications that the name of “Gallatin Loop” was formally changed to “Gallatin Drive” in February 2008. However, no resolution or other legal document was recorded to allow verification of this change. Therefore, discrepancies between “Loop” and “Drive” have emerged over time in various addressing databases.

Based on outreach to residents, “Gallatin Drive” appears to be the street name residents on this street have used.

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

RECOMMENDED CITY COMMISSION ACTION:

Based on the findings contained in the staff report, staff recommends approval of the street name change of “Gallatin Loop” to “Gallatin Drive” in Fox Island Subdivision and Fox Island Second Subdivision.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Street Name Change

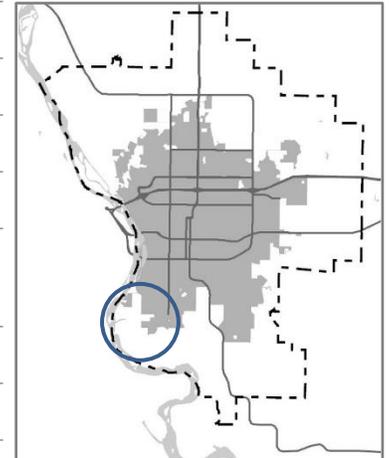
STAFF REPORT

Application for: **Street Name Change**

Project ID: **PLMD2024-007**

Project Summary

<i>Title:</i>	“Gallatin Loop” to “Gallatin Drive”
<i>Status:</i>	City Commission - Consideration
<i>Property Owner(s):</i>	Multiple Property Owners
<i>Project Contact:</i>	Lauren Oster, Planner
<i>Project Location:</i>	South of Bismarck, south of West Bismarck Expressway and west of Fontenelle Drive
<i>Project Size:</i>	5.50 acres, more or less
<i>Applicant Request:</i>	Clarify the street name to resolve discrepancies
<i>Staff Recommendation:</i>	Approve



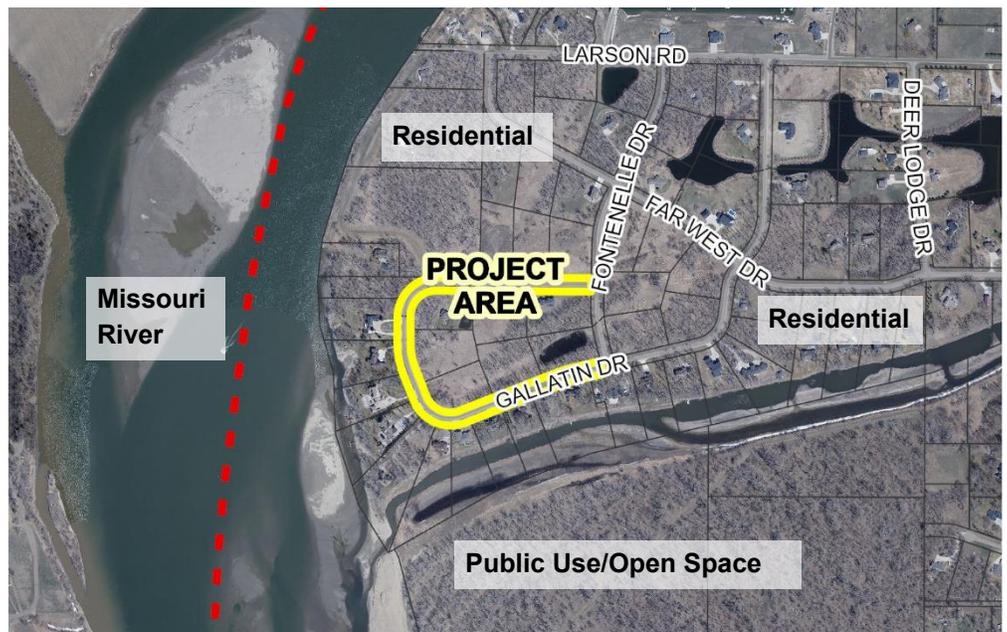
Project Narrative

The City of Bismarck Community Development Department and Central Dakota Communications Center (CENCOM) propose to change the name

of “Gallatin Loop” to “Gallatin Drive” within Fox Island Subdivision and Fox Island Second Subdivision.

Project Context

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



(continued)

Public Engagement

Staff reached out to the 19 residents on this street to determine what name was used most often.

Five residents responded to this inquiry, and four of those individuals stated they use Gallatin Drive. Additional letters were sent to all property owners adjacent to the street with notification of the City Commission consideration.

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

Review Standards and Findings of Fact

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

The street name shown on the plat of record is confusing, in error, or is otherwise inconsistent with other street names within the City of Bismarck or surrounding areas (Section 14-09-12)

Yes. This portion of the street, west of Fontenelle Drive, was originally named Gallatin Loop in the Fox Island Subdivision and Fox Island Second Subdivision plats, which were both recorded in 1994. The portion of this street east of Fontenelle Drive was named Gallatin Drive on the above-mentioned plats.

There are indications that the name of “Gallatin Loop” was formally changed to “Gallatin Drive” in February 2008. However, no resolution or other legal document was recorded to allow verification of this change. Therefore, discrepancies between “Loop” and “Drive” have emerged over time in various addressing databases.

A change to the proposed street name would alleviate said confusion or inconsistency to some degree and improve public navigation and travel (Section 14-09-12)

Yes. The name of the street would change to “Gallatin Drive” to conform with what is most used by residents of this street today.

The street name change would improve emergency response in the area (Goal T5-a)

Yes. The proposed street name change is supported by the Central Dakota Communications Center (CENCOM) as a means for improving communications between emergency dispatchers and responders.

Proper administrative procedures related to the request are being followed (Section 14-09-12)

Yes. City staff have initiated the proposed street name change in consultation with Central Dakota Communications Center (CENCOM). All owners of property along the street being considered for a change have been notified of the intent to change the street name, as documented in this report above.

The public health, safety and general welfare will not be adversely impacted by the proposed street name change (Goal S10-a)

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

Staff Recommendation

Based on the above findings, staff recommends approval of the street name change from “Gallatin Loop” to “Gallatin Drive” in Fox Island Subdivision and Fox Island Second Subdivision.

Attachments

1. Draft Resolution

(continued)

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

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

**STREET NAME CHANGE
IN FOX ISLAND SUBDIVISION AND FOX ISLAND SECOND SUBDIVISION (PLMD2024-007)**

WHEREAS, the Board of City Commissioners of the City of Bismarck, North Dakota deems it necessary to change the street name of a segment of "Gallatin Loop" to avoid confusion for emergency responders and the traveling public.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota, that the street name change of property described as:

All of "Gallatin Loop" adjacent to Lot 16 and the South 128 feet of the North 233 feet of the East 55 feet of Lot 17 lying parallel and adjacent to the East lot line of Lot 17, Lot 17 less the South 128 feet of the North 233 feet of the East 55 feet of Lot 17 lying parallel and adjacent to the East lot line of Lot 17 and all of Lot 18, Lots 19-26, Block 1, and Lots 1-5, Block 2, Fox Island Subdivision; Lots 4-6, Lot 7 minus Lot 7A, Lot 7A, Lots 8-9, Block 2, and Lots 1-2, Block 3, Fox Island Second Subdivision in the City of Bismarck, Burleigh County, North Dakota.

to be hereafter known as "Gallatin Drive" is in all things allowed and granted.

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

Adopted this 14th day of May 2024.

CERTIFICATE

I, Jason Tomanek, do hereby certify that I am the duly appointed, qualified City Administrator of the City of Bismarck, North Dakota, and that the foregoing is a full, true and correct copy of a resolution adopted at a legally convened meeting of the Board of City Commissioners held on this May 14, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota.

Jason Tomanek
City Administrator
Bismarck, North Dakota

Date



Engineering Department

DATE: May 14, 2024

FROM: Gabe Schell, City Engineer

ITEM: US Foods Community Event Application

REQUEST:

Consider approval for US Foods to close Saratoga Avenue next to their building on Saturday, May 18, 2024, from 8 AM - 3 PM.

BACKGROUND INFORMATION:

US Foods is requesting a road closure on Saratoga Avenue for a truck rodeo / family event for their employees with an semi-obstacle course, picnic, inflatables, etc.

RECOMMENDED CITY COMMISSION ACTION:

Approve request of US Foods to close Saratoga Avenue next to their building on Saturday May 18, 2024, from 8am - 3pm.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Event Application for US Foods

Turn in by 5/6.



Application for a Community Event in the Public Right of Way

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

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

Name of Event: us Foods Safety Rodeo

Event Dates and Times: May 18, 2024 11a.m - 3 pm (approx)

Requested Street Closure Dates and Times: 5-18-24 @ 8 a.m.

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

Sponsoring Individual/Organization: US Foods

The purpose of the festival or event: truck rodeo / family event

The activities that will be held as part of the event: semi obstacle course, picnic, inflatables, etc.

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

If no, how does the event or festival constitute a community service? this event is for our employees & their families

Event Manager/Coordinator Contact Information:

Name: Marla Kitzar

Address: 3500 Saratoga Ave

Cell Phone: 391-9448

Chris



Food Vendors will not be permitted in the public right of way unless they are in good standing with Bismarck-Burleigh Public Health Department – Environmental Health Division.

Final approval is required from Board of City Commissioners.

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

- Proof of liability insurance. Coverages to be \$2 million per occurrence and \$500,000 per person and add City of Bismarck to the policy as an additional insured with waiver of subrogation.
- Proof of food vendors being licensed and inspected by Bismarck-Burleigh Public Health Department - Environmental Health Division
- If alcohol is being served, a special event liquor permit is required.
- If amplified music is provided, a Noise Variance Permit issued from Bismarck-Burleigh Public Health Department - Environmental Health Division is required.
- Hire a professional signing contractor to install Type III barricades across the entire street width at the ends of the street closure area plus one Road Closed sign for each end of the street closure area.

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

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

Code of City Ordinance

10-05.1-03. Community Events and Festivals. The City Commission may grant permits for certain types of community events or festivals to take place upon the public streets, sidewalks, squares, avenues, or alleys of the City.

1. The sponsor of the event or festival shall submit to City Administration a written application for a permit at least 45 days prior to the opening of the community event or festival for which a permit is desired. The application shall state:
 - a. The time, date and location of the festival or event. The applicant shall include a map of the proposed event showing the layout of booths, stalls or other attractions and including the specific location of any outdoor grilling activities;
 - b. The group, firm or individual by whom the festival or event will be sponsored;
 - c. The purpose of the festival or event;
 - d. The activities that will be held;
 - e. The streets requested to be closed. A drawing showing the requested street closures shall be included with the application.
2. A completed application will be considered by the City Commission.
3. In granting permits for community events and festivals, the City Commission shall consider the following:
 - a. The nature of the event or festival and how it can serve the community and its citizens;
 - b. The time period during which the event or festival will occur;
 - c. The location of the event or festival and whether the location inhibits the safe flow of traffic in the City;
 - d. Whether or not the location(s) proposed for cooking or grilling activities is appropriate considering area residents and businesses;
 - e. Whether the activities would be in compliance with other applicable laws;
 - f. Whether the event or festival is to benefit non-profit community service organizations. Commercial events or festivals which generate profit for the private sector, other than profit incidental to the festival or event which is made by persons other than the sponsor of the festival or event, shall be permitted only if the applicant submits evidence to the review committee that the event or festival constitutes a community service; and
 - g. The general health, safety and welfare of the participants in the event or festival and the citizens of the City.
 - h. The sponsor of the event or festival shall provide all cleaning services necessary to rid the festival area of all debris and litter created as a result of the event or festival.
 - i. The issuance of a permit to a sponsor shall authorize only that sponsor and participants specifically authorized by the sponsor to participate in that community event or festival without the restrictions imposed by this chapter.
 - j. Authorized participants in a community event or festival for which a permit has been issued shall not be required to obtain a city permit required by the provisions of this Chapter for the period during which the community event or festival takes place.





Engineering Department

DATE: May 14, 2024

FROM: Gabe Schell, City Engineer

ITEM: Church of St Mary's Community Event Application

REQUEST:

Consider approval for the Church of St Mary's to close 8th St from Broadway Avenue to Thayer Avenue on Saturday, June 1, 2024, at 5:30 PM until Sunday, June 2, 2024, at 5:00 PM.

BACKGROUND INFORMATION:

The Church of St Mary's plans to hold a Feast of Corpus Christi Outdoor Picnic. Set-up would occur on Saturday evening and the outdoor lunch would occur on Sunday.

RECOMMENDED CITY COMMISSION ACTION:

Approve a request for the Church of St Mary's to close 8th Street from Broadway Avenue to Thayer Avenue on Saturday, June 1, 2024, at 5:50 PM until Sunday, June 2, 2024, at 5:00 PM.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Event Application



Application for a Community Event in the Public Right of Way

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

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

Name of Event: Feast of Corpus Christi Outdoor Picnic

Event Dates and Times: Sunday, June 2, 2024 1 pm - 4 pm

Requested Street Closure Dates and Times: June 1st 5:30 pm - June 2nd, 5 pm

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

Sponsoring Individual/Organization: Church of St. Mary

The purpose of the festival or event: Community event

The activities that will be held as part of the event: Outdoor lunch

Is the festival sponsored by a non-profit community service organization? N/A

If no, how does the event or festival constitute a community service? The event is open to anyone and specifically welcomes those who attend the church of St. Mary.

Event Manager/Coordinator Contact Information:

Name: Olivia Richter

Email Address: olivia@stmanysbismarck.org

Cell Phone: 701-223-5562





Thayer Ave

St Mary's
Grade School

Proposed Barricades

8th St

Pro-Cathedral of St
Mary's (church)

9th St

Broadway Ave

7th St





Engineering Department

DATE: May 14, 2024

FROM: Gabe Schell, City Engineer

ITEM: Development Agreement with Grendahl Design Company

REQUEST:

Consider approval of Development Agreement with Grendahl Design Company, LLC

BACKGROUND INFORMATION:

Grendahl Design Company, LLC is developing two parcels in north Bismarck located west of Ottawa Street and south of East LaSalle Drive. A 3,200 sf commercial retail building will be constructed on each parcel as part of this project. There is approximately 2,400 feet of Ottawa Street that is currently constructed as a ditch section of roadway, of which approximately 195 feet is adjacent to the two Grendahl Design Companies parcels. See attached Exhibit 1.

The City of Bismarck's development policy would require that Ottawa Street adjacent to the Grendahl Design Company sites be constructed to the current City standard as part of this development. However, without adequate petitions for the remainder of Ottawa Street, 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 Ottawa Street at this time until such time that the City has received sufficient petitions from the benefiting properties to create the improvement district.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Development Agreement with Grendahl Design Company, LLC.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. development agreement and petition
2. Exhibit 1 Grendahl

Above this line used for recordation purposes only.

DEVELOPMENT AGREEMENT

The City of Bismarck (the "City") and Grendahl Design Co LLC (the "Owner") make this Development Agreement with regard to the development of parcels (the Property) located in Bismarck, North Dakota and described as follows:

Lot 6 & west 35' of vacated Ottawa St adjacent to Lot 6 and Lot 7 & west 35' of vacated Ottawa St adjacent to Lot 7, Block 26, Sonnet Heights Subdivision 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 Ottawa Street and south of E. Lasalle Drive. The city would normally require the improvement of Ottawa Street adjacent to the site at the time of the development of the Property. The parties are in agreement that the improvement of Ottawa Street 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 creates a street improvement district in accordance with N.D.C.C. Ch 40-22. In exchange for the City's agreement to delay the requirement of the improvement of Ottawa Street between 43rd Avenue and Canada Avenue, 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 Ottawa Street for that portion adjacent to the Property. By entering into this Agreement, the Owner also agrees to waive their right to protest a special assessment district formed to Ottawa Street that includes the roadway between 43rd Avenue and Canada Avenue. 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 Ottawa Street between 43rd Avenue and Canada Avenue 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 7th day of May, 2024



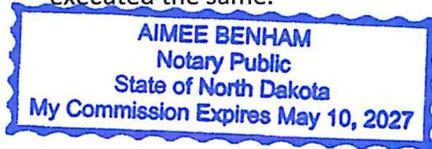
Roger Grendahl
Owner
Grendahl Design Co

STATE OF NORTH DAKOTA)

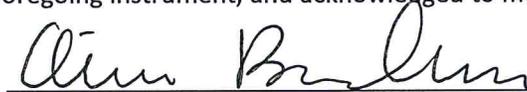
) ss.

COUNTY OF BURLEIGH)

On this 7th day of May, 2024, before me personally appeared Roger Grendahl, 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.



(SEAL)



Notary Public
State of North Dakota

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: _____

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:

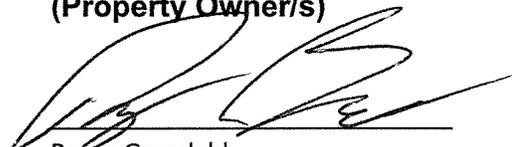
Ottawa Street between 43rd Avenue and Canada Avenue

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 may be prepaid by the benefitted petitioned property. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefitted petitioned property.

PROPERTY DESCRIPTION

Lot 6 & West 35' of vacated Ottawa St adjacent to and Lot 6 and Lot 7 & West 35' of vacated Ottawa St adjacent to Lot 7, Block 26, Sonnet Heights Subdivision to the City of Bismarck, Burleigh County, North Dakota

**SIGNATURE
(Property Owner/s)**



Roger Grendahl
Owner
Grendahl Design Company

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

Date

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

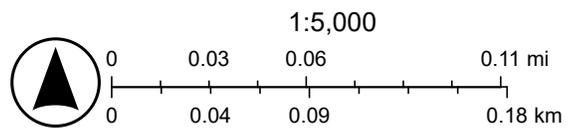
(SEAL)

Grendahl Design Company



5/7/2024

Exhibit 1



Esri Community Maps Contributors, City of Bismarck, State of North Dakota, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Engineering Department

DATE: May 14, 2024

FROM: Gabe Schell, City Engineer

ITEM: South Bismarck Flood Control

REQUEST:

Consider approval of the cost share reimbursement agreement with the State Water Commission relating to the South Bismarck Flood Control Project and Amendment 2 with Apex Engineering Group, Inc relating to the South Bismarck Flood Control Project.

BACKGROUND INFORMATION:

The City of Bismarck has received approval from the State Water Commission to cost share in the design engineering costs associated with the south Bismarck Flood Control Project. This project is also eligible for Federal Emergency Management Agency (FEMA) for design and construction cost share. Costs incurred by the City after the State Water Commission approval on April 11, 2024 are eligible for cost share.

The cost share agreement includes requirements for the subcontractors working on behalf of the City. Amendment 2 with Apex Engineering Group, Inc. incorporates those requirements into our current design contract.

RECOMMENDED CITY COMMISSION ACTION:

Approve the cost share reimbursement agreement with the State Water Commission relating to the South Bismarck Flood Control Project and Amendment 2 with Apex Engineering Group, Inc relating to the South Bismarck Flood Control Project.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. State Water Commission Agreement
2. Apex Engineering Amendment 2

**Agreement for Cost-Share Reimbursement
City of Bismarck
South Bismarck Flood Control- Preconstruction**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Bismarck (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for preconstruction costs associated with engineering design of flood risk measures that will provide FEMA-accredited flood protection (Project). Project is in the City of Bismarck, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$2,369,298, as approved by Commission on April 11, 2024, to reimburse 60 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned

automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recover the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

(1) If Commission determines an emergency exists.

(2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.

(3) 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.

(4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.

(5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.

(6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



ANDREA TRAVNICEK, PH.D.

Secretary

Date: 04/21/2024

CITY OF BISMARCK

By:

MICHAEL SCHMITZ

Mayor

Date: _____

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 9, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: May 14, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: November 9, 2021

Owner: City of Bismarck, ND

Engineer: Apex Engineering Group, Inc.

Project: South Bismarck Flood Control Project

Nature of Amendment:

- Modifications to services of Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions

Description of Modifications:

The terms of the 'Agreement for Cost-Share Reimbursement' between the State of North Dakota and the City of Bismarck (**Attachment 1**) that apply to the Engineer shall be incorporated into the Agreement.

Agreement Summary:

Original agreement amount:	\$ <u>407,400</u>
Net change for prior amendments:	\$ <u>1,100,874</u>
This amendment amount:	\$ <u>0</u>
Adjusted Agreement amount:	\$ <u>1,508,274</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer 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.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: Mike Berg

Title: _____

Title: Vice President / Principal

Date Signed: _____

Date Signed: _____

**Agreement for Cost-Share Reimbursement
City of Bismarck
South Bismarck Flood Control- Preconstruction**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Bismarck (Sponsor).

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4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

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7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned

automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recover the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

- (1) If Commission determines an emergency exists.
- (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
- (3) 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.
- (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
- (5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
- (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



ANDREA TRAVNICEK, PH.D.

Secretary

Date: 04/21/2024

CITY OF BISMARCK

By:

MICHAEL SCHMITZ

Mayor

Date: _____



Finance Department

DATE: May 14, 2024

FROM: Dmitriy Chernyak, Finance Director

ITEM: Applications for Abatement

REQUEST:

Please consider the following applications for abatement:

Application for Abatement for 2023
Property Owner - Charles & Suzanna Hitchcock
Property Address - 205 S Bell St
Property ID - 0125-020-030

Application for Abatement for 2023
Property Owner - KPJ LLC
Property Address - 106 Avenue C East
Property ID - 0015-004-025

Application for Abatement for 2023
Property Owner - Margaret Bjelanovic
Property Address - 400 S 14th St
Property ID - 0010-027-001

Application for Abatement for 2023
Property Owner - Michael & Janette Fetch
Property Address - 1754 Volk Dr
Property ID - 0955-002-030

BACKGROUND INFORMATION:

The property owners have met the requirements set forth in the NDCC 57-02-08 to apply for the disabled veteran credit; market value reduction due to an error in the property description; property prorated due to house removed.

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. 0125-020-030
 Name HITCHCOCK, CHARLES M & SUZANNA Telephone No. _____
 Address 205 S BELL ST, BISMARCK, ND 58504-5304

Legal description of the property involved in this application:

PARK HILL (AUDITORS LOTS)
 BLOCK 20
 BEG 92.5' NORTH & 10' EAST OF SW COR OF AUD LOT 20, TH EAST 54.7' NORTH 7.5' EAST 94.3'
 NORTH 125' WEST 149' SOUTH 132.5' TO PT OF BEG

Total true and full value of the property described above for the year 2023 is:

Land \$ 58,000
 Improvements \$ 217,300
 Total Adj \$ 275,300 Adj
 (1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 2,023
 Improvements \$ 217,300
 Total Ke Adj \$ -0- (2)

The difference of \$ 75,300 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) (Abate F-4/4/2024 For Hom. Cred) (80%) (100%)

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

1. Purchase price of property: \$ _____ Date of purchase: _____
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
 yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
 yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
 yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that the application be approved as presented.

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

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

Signature of Preparer (if other than applicant) _____ Date _____
 Signature of Applicant Charles M Hitchcock Date 04/17/24

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. 0015-004-025
Name KPJ LLC Telephone No. _____
Address 3611 PEBBLEVIEW PL, BISMARCK, ND 58503-1202

Legal description of the property involved in this application:

NORTHERN PACIFIC Block: 4 SOUTH 105' OF EAST 1/2 OF LOT 3

PROPERTY ADDRESS: 106 AVE C EAST

Total true and full value of the property described above for the year 2023 is:

Land \$ 34,000
Improvements \$ 192,000
Total \$ 226,000
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 34,000
Improvements \$ 164,200
Total \$ 198,200
(2)

The difference of \$ 27,800.00 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) House was removed in November, prorated value for 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 abatement application 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

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 KPS LLC

County Auditor's File No. 24-587

Date Application Was Filed With The County Auditor 4/23/24

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

County Auditor's File No. 24-595

Date Application Was Filed With The County Auditor 5/1/24

Date County Auditor Mailed Application to Township Clerk or City Auditor _____

(must be within five business days of filing date)

Mark Spaslenok

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. 955-002-030

Name Michael + Janette Fetch Telephone No. _____

Address 1754 Volk Dr, Bismarck ND

Legal description of the property involved in this application:

HAYREEK MEADOWS
Block 2
Lot 7

Total true and full value of the property described above for the year 2023 is:

Land \$ 56,000
Improvements \$ 274,500
Total \$ 330,500
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 56,000
Improvements \$ 274,500
Total Adj. \$ 168,500
(2)

The difference of \$ 162,000 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) (90% Dis.)

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

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

Applicant asks that the application be approved as presented.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant J. Fetch

Date 2 May 2024

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____, _____
 City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____,

 County Auditor Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor Date

**Application For Abatement
 Or Refund Of Taxes**

Michael & Janette Fetch

Name of Applicant

24-597

County Auditor's File No.

5/3/24

Date Application Was Filed With The County Auditor

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)

Mark Splonkowski

MP



Fire Department

DATE: May 14, 2024

FROM: Joel Boespflug, Fire Chief

ITEM: EAPC Contract Change Order

REQUEST:

EAPC is requesting an increase to the design fee due to an increase in total project cost as well as a time extension to the contract.

BACKGROUND INFORMATION:

EAPC is requesting an increase to the design fee as the project came in higher than the original bid estimate. They are also requesting a time extension until May 31st. 2024.

RECOMMENDED CITY COMMISSION ACTION:

To grant changes in the contract amount and to add the needed days to the project.

STAFF CONTACT INFORMATION:

Chad Gee, Deputy Fire Chief, 701-355-1407, cgee@bismarcknd.gov

ATTACHMENTS:

1. EAPC Contract Change Order 2

CONTRACT CHANGE ORDER FORM

DEPARTMENT

City Department	Fire		
Contractor	EAPC		
Contract Number	2023-0026	Change Order Number	1
Project Number	see project desc	Change Order Date	4/22/2024
Project Description	BLDCONST.BLDG.FIRESTAT1REMODEL		
Original Contract Amount	\$ 35,779.03	Approved Contract Budget	
Previous Contract Amount	\$ 76,518.90		
Change Order Amount	\$ 9.44		ACTION REQUIRED (SEE BELOW)
Proposed Contract Amount	\$ 76,528.34		
Within Project Scope	YES	Within Project Funding	YES
Completion Date	10/30/2023	Change in Completion Date	YES
Revised Completion Date*	5/31/2024	REV COMP DATE REQ'D	<i>*If completion date changed on this Change Order</i>
Type of Change Order	Non Design-related	Work Order No(s).	

Description:

New design fee due to increase in total cost of project as well as a contract extension.

Project Manager Signature (≤\$15,000) _____

SIGN HERE

Send to Fiscal if change is ≤\$15,000, completion date ≤5 days, no scope change or no revised budget

Date

Department Head Signature (≤\$25,000) _____

Send to Fiscal if change is ≤\$25,000, completion date ≤15 days, no scope change or no revised budget

Date

ADMINISTRATION

City Administrator Signature (≤\$50,000) _____

Add to Commission Agenda

Date

COMMISSION APPROVAL

Commission Approval Date _____

Attach Commission approval memo and send to Fiscal

**COMMISSION APPROVAL
REQUIRED**

FISCAL

Comments

**If not within project scope or funding, attach revised description and/or revised Project Budget for Board Approval*



eapc.net



Architecture	Engineering	Interior Design	Industrial Services
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EAPC

AMENDMENT 2

Amendment No.	2	Date	4.22.2023
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Project Name Job #	Bismarck Fire Station #1 Remodel	20222150
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Reference	AIA Document B101 – 2017 Standard Form of Agreement Between Owner & Architect
------------------	---

Owner	City of Bismarck	Architect	Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)
	601 South 26 th Street		116 W Main Avenue, Suite A
	Bismarck, ND 58506		Bismarck, ND 58501

This document amends and becomes part of the above referenced Contract.

Change Article 11.3 Compensation Fee increased by \$9.44, to reflect 8% of total owner initiated Change Order costs and a \$37,830.91 final billing amount.

Final Billing amount \$37,830.91

Extend design services contract to May 31st, 2024.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

Jason Tomanek, City Administrator



Alan Dostert AIA, President/CEO



3100 DeMers Avenue, Grand Forks, ND 58201 | TELE 701.775.3000

April 08, 2024
 Invoice No: 56968
 Due Date: May 08, 2024

Bismarck Fire & Inspections Department
 1020 E Central Ave
 Bismarck, ND 58501

Project 20222150 BSMK Fire Station 1 Remodel
 Attn: Brooks Martin

Professional Services from February 25, 2024 to March 30, 2024
Fee

Total Fee		72,868.90		
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned
Schematic Design	10.00	7,286.89	100.00	7,286.89
Design Development	20.00	14,573.78	100.00	14,573.78
Construction Documents	40.00	29,147.56	100.00	29,147.56
Bidding / Award	5.00	3,643.45	100.00	3,643.45
Construction Administration	25.00	18,217.23	100.00	18,217.23
		Total Earned		72,868.91
		Previous Fee Billing		27,000.00
		Current Fee Billing		45,868.91

Total Fee 45,868.91

Additional Fees

CO G08 50% Office Furniture Cost		-7,187.57	
CO G11 Door 121 Lockset		-841.00	
Reimbursable Overage Limit was \$1,150		-2,509.43	
Measured Drawings		2,500.00	
Total Additional Fees		-8,038.00	-8,038.00

Total this Invoice \$37,830.91

Billings to Date

	Current Month	Prior Months	Total Billed	Received
Fee	45,868.91	27,000.00	72,868.91	
Expense	0.00	3,659.43	3,659.43	

Approved By: _____

Please Remit to:

EAPC Architects Engineers
 3100 DeMers Ave.
 Grand Forks, ND 58201



Project	20222150	BSMK Fire Station 1 Remodel			Invoice	56968
Add-on		-8,038.00	0.00	-8,038.00		
Totals		37,830.91	30,659.43	68,490.34	30,659.43	

Approved By: _____

Please Remit to:

EAPC Architects Engineers
3100 DeMers Ave.
Grand Forks, ND 58201



Human Resources Department

DATE: May 14, 2024

FROM: Leanne Schmidt, Human Resources Director

ITEM: Drug Free Workplace and Substance Abuse Screening Program

REQUEST:

Review and consider approval of the revised Drug Free Workplace and Substance Abuse Screening Program.

BACKGROUND INFORMATION:

The title has been updated and edits made to reflect the federal law language for compliance.

RECOMMENDED CITY COMMISSION ACTION:

Approve revised and updated policy.

STAFF CONTACT INFORMATION:

Leanne Schmidt, Human Resources Director, 701-355-1332, lschmidt@bismarcknd.gov
Julie Peplinski, HR Assistant, 701-355-1334, jpeplinski@bismarcknd.gov

ATTACHMENTS:

1. DRUG FREE WORKPLACE POLICY and SUBSTANCE ABUSE SCREENING PROGRAM_Draft
2. DRUG FREE WORKPLACE POLICY and SUBSTANCE ABUSE SCREENING PROGRAM_Changes

DRUG FREE WORKPLACE POLICY and SUBSTANCE ABUSE SCREENING PROGRAM

Introduction

The safety and performance of all employees is of paramount importance to the City of Bismarck. The City is committed to providing an environment free of drug and alcohol abuse for its employees.

Persons under the influence of alcohol and/or drugs pose serious, often life threatening, safety and health risks, not only to themselves but also to others.

The City of Bismarck provides an Employee Assistance Program. Employees with drug and/or alcohol problems are urged to use the benefits available to them. However, any employee who reports to work or performs his/her duties while impaired or under the influence of drugs and/ or alcohol, will be subject to disciplinary action, up to and including termination.

The City of Bismarck will provide education for employees and supervisors as to the dangers of substance abuse, and will provide a fair, objective, and verifiable testing procedure for situations where there is probable cause that indicates substance abuse.

In the interest of a safe, productive, and substance free work environment, the City of Bismarck has established the following policies and procedures.

Policy

In accordance with the Federal Drug-Free Workplace Act, the City of Bismarck is notifying all employees of its intent to maintain workplace environment free from all Schedule I Substances, in addition to mind altering drugs, abuse of legal drugs, illegal drugs and/or alcohol. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on any work site and during all working hours by employees. Employees are hereby notified that compliance with this policy is a condition of employment. City employees must notify the City of a criminal drug statute violation conviction in writing within 5 calendar days of the conviction, per 41 US Code 8103 and 49 CFR Part 32. The City will notify federal agencies within 10 days of notice from employee. Employees who fail to comply with this policy will be subject to disciplinary action as set forth in paragraph 9-06-02 (Causes for Suspension, Demotion or Dismissal) of the Code of City Ordinance.

Employees shall notify their employer of any criminal arrest or charge involving drugs immediately. An arrest or charge of a crime involving drugs shall be deemed "cause" and the employee must submit to a drug test prior to returning to work. An employee shall notify the City of an alcohol related criminal traffic charge or conviction within five days. Appropriate disciplinary action for a criminal drug or alcohol arrest or charge will then be pursued by the employer. A probationary or non-civil service employee may be terminated. A non-probationary full-time employee may be afforded the opportunity to participate in the City's Employee Assistance Program per Code of City Ordinance paragraph 9-03-22. No employee will be allowed to perform job duties when impaired or under the influence of mind-altering drugs, illegal drugs and/or alcohol during working hours. The methods which will implement this policy shall include the following:

- Pre-employment/post offer testing for drugs and alcohol of finalists for all full-time positions and finalists for all positions requiring a commercial driver's license (CDL)
- Testing for drugs and alcohol of all current employees for cause when determined by two trained supervisors.
- Post-accident testing for drugs and alcohol conducted after accidents on drivers whose performance could have contributed to the accident and for all fatal accidents even if the driver is not cited for a moving traffic violation.
- Random testing for drugs and alcohol conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions. Random testing will be conducted on all employees required to have a CDL.
- Return-to-duty and follow-up testing for drugs and alcohol when an individual who has violated the prohibited substance conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee return to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.
- Treatment and rehabilitation.

An employee's refusal to be tested may be considered cause for dismissal.

Prohibition

The unauthorized use of alcohol, the abuse of legal drugs, and the use, purchase, transfer or possession of illegal drugs on any City of Bismarck property, worksite, and/or scheduled work time is strictly prohibited. Abuse of legal, illegal drugs or alcohol are prohibited while using City of Bismarck vehicles, as well as in private vehicles used for City of Bismarck business.

Any employee reporting to work or being at work while impaired by mind-altering drugs, abuse of legal drugs, illegal drugs and/or alcohol is in violation of City of Bismarck policy and is subject to immediate disciplinary action up to and including termination.

Definitions

“Alcohol”

Includes all forms of beer, wine or distilled liquor containing alcohol or any substance containing alcohol.

“Drug”

This is any substance that has known mind or function altering effects on humans.

“Under the Influence or Impaired”

This means that an individual is affected by alcohol or a drug or a combination of both, such that the person is limited in the performance of his/her work in a safe and productive manner.

Program Components

Pre-employment/Post Offer Screening

Finalists for all full-time positions and finalists for all positions requiring a commercial driver’s license (CDL) will be required to submit to pre-employment screening tests designed to detect the presence of drugs or alcohol. All employment applicants applying for a position that is subject to pre-employment will be informed of the drug/alcohol screening tests prior to actual testing. Any applicant who refuses to consent to pre-employment drug/alcohol testing, or who produces positive tests, will not be considered for employment with the City of Bismarck. All pre-employment testing will be coordinated by the Human Resources Department.

In the event that a position requires a CDL, the City of Bismarck will also obtain testing records and records of violations of DOT testing rules from previous employers for which the candidate performed safety sensitive functions during the past two years.

Current Employees – testing for impaired performance

Drug/alcohol testing will be required when a supervisor (trained to detect drug and/or alcohol influence), with the concurrence of another supervisor or manager, determines that cause exists.

"**Cause**" is defined as facts and circumstances that would give a person reasonable grounds to believe a violation has occurred. This should be determined by an individual who has completed the training required by the City of Bismarck in the implementation of the Substance Abuse Screening Program in conjunction with Human Resources or the Legal department.

Post Vehicle/Equipment Accident Testing

Post vehicle/equipment accident testing is required if any of the following circumstances apply:

- The accident involved a fatality,
- The driver was cited for a moving violation,
- Any vehicles involve towing,
- Any person requires medical care away from the scene.

Current Employees – annual random unannounced testing for those required to have a commercial driver's license (CDL)

The Federal Highway Administration (FHWA) has issued a rule requiring alcohol and drug testing of drivers who are required to have a CDL. The DOT rules include procedures for urine drug testing and breath-alcohol testing. The urine drug testing procedures rule was issued in December 1989 and governs drug-testing programs. The 1994 amendments to Part 40 add breath alcohol testing procedures and additional urine specimen collection procedures that provide for split urine specimens. This rule covers safety sensitive employees in transportation who drive commercial motor vehicles requiring a CDL to operate and those employees required by the City of Bismarck to have a CDL.

Testing Standards

An employee will be considered to have a positive test whenever the level of drugs exceeds the limits established by the Federal Guidelines, as determined by a physician trained as a Medical Review Officer in accordance with Department of Transportation (DOT) regulations. An alcohol test is not reviewed by a physician.

Testing Procedures

- Following determination that cause exists, the employee will either be transported to the testing site for appropriate screenings, or an on-site test will be requested.
Transportation will be provided by management personnel to the testing site and return transportation provided to worksite or home. Under no circumstances will the employee provide his/her own transportation.
- For City employees represented by a Union, certified by a NLRB case, a Union representative may, whenever practical, be present for establishing the immediate facts surrounding cause and may accompany the employee and supervisor to the test site.
- **Drugs:** Prior to testing, the employee will be asked to sign a consent form, authorizing the testing of urine for drugs. The sample is then drawn and tested. Should the test be positive for drugs, a confirmation test will be conducted. For drugs, the employee must request and pay for the testing of bottle 2 of the split specimen. In the event that the employee receives a positive test, the employee may not return to work until directed by the City.

Alcohol: Prior to testing, the employee will be asked to sign a consent form, authorizing the testing for alcohol by breath. Should the test be positive for alcohol, a confirmation test will be conducted. In the event that an employee receives a positive test greater than .04, the employee may not return to work until directed by the City.

Time off the job will be charged appropriately at the discretion of management. Should the drug test be positive, or alcohol in excess of .04, the City will institute appropriate discipline.

- Testing procedure for random testing is to be developed by the company providing the service in accordance with DOT guidelines.

Employee Assistance

When a full-time, non-probationary employee receives a positive test, the employee will immediately be suspended. Following this suspension, the City will review the employee's past record of performance. Employees with satisfactory performance records will be referred to the City's Employee Assistance Program. Employees with

unsatisfactory past performance records may be referred to the Employee Assistance Program or terminated at the discretion of the City. If the employee is admitted to or referred to inpatient or outpatient treatment for addiction, the employee must successfully complete the program as a condition of continued employment. Unsatisfactory past performance shall include previous positive drug and/or alcohol testing or documented performance of deficient behavior. When a part-time or probationary employee receives a positive test, the employee will be terminated. When a finalist for a position with the City receives a positive test, post-offer pre-employment, then the offer of employment will be rescinded.

Confidentiality

All test results will be held in the strictest confidence by the designated representative of the Human Resources Department.

Exceptions

- The City will fully comply with Federal or State regulations and its employees will actively participate in all parts of the program.
- Any exceptions to these procedures must be approved by the Board of City Commissioners.

Approval Date: 01/28/97

Revision Date: 4/23/24, 09/12/23, 12/13/06, 07/10/03

DRUG FREE WORKPLACE POLICY and SUBSTANCE ABUSE SCREENING PROGRAM

Introduction

The safety and performance of all employees is of paramount importance to the City of Bismarck. The City is committed to providing an environment free of drug and alcohol abuse for its employees.

Persons under the influence of alcohol and/or drugs pose serious, often life threatening, safety and health risks, not only to themselves but also to others.

The City of Bismarck provides an Employee Assistance Program. Employees with drug and/or alcohol problems are urged to use the benefits available to them. However, any employee who reports to work or performs his/her duties while impaired or under the influence of drugs and/ or alcohol, will be subject to disciplinary action, up to and including termination.

The City of Bismarck will provide education for employees and supervisors as to the dangers of substance abuse, and will provide a fair, objective, and verifiable testing procedure for situations where there is probable cause that indicates substance abuse.

In the interest of a safe, productive, and substance free work environment, the City of Bismarck has established the following policies and procedures.

Policy

In accordance with the Federal Drug-Free Workplace Act, the City of Bismarck is notifying all employees of its intent to maintain workplace environment free from all Schedule I Substances, in addition to mind altering drugs, abuse of legal drugs, illegal drugs and/or alcohol. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on any work site and during all working hours by employees. Employees are hereby notified that compliance with this policy is a condition of employment. City employees must notify the City of a criminal drug statute violation conviction in writing within 5 calendar days of the conviction, per 41 US Code 8103 and 49 CFR Part 32. The City will notify federal agencies within 10 days of notice from employee. Employees who fail to comply with this policy will be subject to disciplinary action as set forth in paragraph 9-06-02 (Causes for Suspension, Demotion or Dismissal) of the Code of City Ordinance.

Employees shall notify their employer of any criminal arrest or charge involving drugs immediately. An arrest or charge of a crime involving drugs shall be deemed "cause" and the employee must submit to a drug test prior to returning to work. An employee shall notify the City of an alcohol related criminal traffic charge or conviction within five days. Appropriate disciplinary action for a criminal drug or alcohol arrest or charge will then be pursued by the employer. A probationary or non-civil service employee may be terminated. A non-probationary full-time employee may be afforded the opportunity to participate in the City's Employee Assistance Program per Code of City Ordinance paragraph 9-03-22. No employee will be allowed to perform job duties when impaired or under the influence of mind-altering drugs, illegal drugs and/or alcohol during working hours. The methods which will implement this policy shall include the following:

- Pre-employment/post offer testing for drugs and alcohol of finalists for all full-time positions and finalists for all positions requiring a commercial driver's license (CDL)
- Testing for drugs and alcohol of all current employees for cause when determined by two trained supervisors.
- Post-accident testing for drugs and alcohol conducted after accidents on drivers whose performance could have contributed to the accident and for all fatal accidents even if the driver is not cited for a moving traffic violation.
- Random testing for drugs and alcohol conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions. Random testing will be conducted on all employees required to have a CDL.
- Return-to-duty and follow-up testing for drugs and alcohol when an individual who has violated the prohibited substance conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee return to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.
- Treatment and rehabilitation.

An employee's refusal to be tested may be considered cause for dismissal.

Prohibition

The unauthorized use of alcohol, the abuse of legal drugs, and the use, purchase, transfer or possession of illegal drugs on any City of Bismarck property, worksite, and/or scheduled work time is strictly prohibited. Abuse of legal, illegal drugs or alcohol are prohibited while using City of Bismarck vehicles, as well as in private vehicles used for City of Bismarck business.

Any employee reporting to work or being at work while impaired by mind-altering drugs, abuse of legal drugs, illegal drugs and/or alcohol is in violation of City of Bismarck policy and is subject to immediate disciplinary action up to and including termination.

Definitions

“Alcohol”

Includes all forms of beer, wine or distilled liquor containing alcohol or any substance containing alcohol.

“Drug”

This is any substance that has known mind or function altering effects on humans.

“Under the Influence or Impaired”

This means that an individual is affected by alcohol or a drug or a combination of both, such that the person is limited in the performance of his/her work in a safe and productive manner.

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- For City employees represented by a Union, certified by a NLRB case, a Union representative may, whenever practical, be present for establishing the immediate facts surrounding cause and may accompany the employee and supervisor to the test site.
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Approval Date: 01/28/97

Revision Date: 4/23/24, 09/12/23, 12/13/06, 07/10/03



Human Resources Department

DATE: May 14, 2024

FROM: Leanne Schmidt, Human Resources Director

ITEM: Review of Employee Travel Policy

REQUEST:

Receive, consider, and accept the revised HR Travel Policy.

BACKGROUND INFORMATION:

Department directors discussed & policy has been modified to reflect current practices.

RECOMMENDED CITY COMMISSION ACTION:

Approved revised and updated policy.

STAFF CONTACT INFORMATION:

Leanne Schmidt, Human Resources Director, 701-355-1332, lschmidt@bismarcknd.gov
Julie Peplinski, HR Assistant, 701-355-1334, jpeplinski@bismarcknd.gov

ATTACHMENTS:

1. Travel Policy
2. Travel Policy - Draft

TRAVEL POLICY

The City acknowledges that from time to time, employees will need to travel outside of the City for conferences, trainings, or other work-related activities. Employees must choose the most prudent and economical means of travel, considering factors such as: travel expenses, time away from work, and the needs of the City.

The City's p-card is the preferred method of payment for most travel related expenses. The use of the p-card eliminates the need for employees to use personal funds to pay for the initial travel costs. The only exception is meals which are reimbursed on a per diem basis and CANNOT be charged to a p-card. In instances where an employee elects to use personal funds to pay for travel costs, the City will NOT reimburse the travel related expenses until after the travel has taken place.

There may be instances where travel is being reimbursed by an external grant that has more restrictive travel policies than the City. In these instances, the traveler and department director must be aware of the grant requirements and must follow the travel policies indicated by the grant agreement.

DEFINITIONS

Travel status – the time spent traveling while on official City business. Travel status begins when an employee departs toward the destination (i.e. arrives at airport) and ends when employee arrives at home destination (i.e. leaves airport). Travel status does not include commuting time to or from an employee's place of residence.

If an employee is traveling by vehicle and departs/returns directly from/to their place of employment, travel status begins when departing the place of employment or ends when arriving at the place of employment. The same is true if an employee leaves directly from their place of residence or returns directly to their place of residence. Travel status begins when departing their residence or ends when arriving at their residence.

Travel Reimbursement Voucher – a voucher detailing the travel costs being submitted for reimbursement. This form must be submitted in order to receive reimbursement for travel. The deadline to submit the Travel Reimbursement Voucher is no later than 30 days from the end of travel.

Travel Reimbursement Checklist – a checklist to be used as a resource to verify documentation is complete. This form is not required to receive reimbursement.

PURPOSE OF TRAVEL

If traveling for a conference or training, a detailed agenda must be submitted. If an agenda is not available, a memo from the department director must be provided. The agenda or memo should include the following information:

- Purpose of the conference/training
- Dates of the conference/training
- City and venue of the conference/training
- Detail of the items included in your registration fee (membership fee, annual dues, classes, certifications, luncheons, banquets, tours, etc.)

PURPOSE/POLICY- VEHICLES

The City allows the use of City owned vehicles (or, if necessary, private vehicles) for travel out of the jurisdiction or State with approval of the department director or designee.

- City vehicles should be used when available and practical for out-of-town business. Reimbursement will be for actual documented expenditures.
- Personal vehicles may be used for travel out of town/state on City business with department director or designee approval. Reimbursement for personal vehicle use shall follow the business standard mileage rate issued by the Internal Revenue Service (IRS).
- Personal vehicles may also be used for necessary travel by City employees within the assigned service area on the most direct route. Reimbursements shall follow the IRS business standard mileage rate, will NOT be issued more frequently than once per month, and will NOT be issued for reimbursements less than \$10.
- When private vehicles are utilized where air travel could normally be utilized, the travel time shall be limited to one day each way. Maximum reimbursement shall not exceed the cost of reasonable airfare fees. Documentation of the reasonable cost of the airline fee is required.
- Non-City employees will not be allowed as passengers in City vehicles without approval of department director or designee.
- The use of rental vehicles will be allowed only with approval of department director or designee.
- City vehicles may be used for City purposes only.
- Mileage from an employee's residence directly to a conference/meeting site within Bismarck/Mandan is not reimbursable since it is considered normal commuting travel.

COMMERCIAL AIR TRAVEL

Employees may be reimbursed for actual airfare paid for travel on official business. Employees may be reimbursed for actual fees for the first checked bag. A receipt is required for both airfare and baggage. Reimbursement for additional baggage may be authorized by the department director or designee for travel extending a week or unusual or extenuating circumstances that require additional baggage.

- Flights should be booked directly with the airline (i.e. Delta, American Airlines, etc.). Issues with delayed flights or cancellations are much easier to resolve when booked directly. If using a travel site such as Expedia or Kayak, bookings should be refundable (hotel, car rental, airfare, etc.). If a non-refundable flight is booked through a travel site and the travel is cancelled, the employee may be held liable for that expense.
- Airline credits for unused tickets or cancelled flights must be reported to Fiscal Services and transferred to the City, if possible.
- Employees must submit their flight itinerary with their travel voucher showing dates and departure/arrival times.
- The City will reimburse for coach/economy class only. Class upgrades are NOT reimbursable.
- Travel insurance is NOT reimbursable.
- If there is more than one person from the department traveling, flights should try to be booked at the same time, if possible.
- At the discretion of the department director or designee, employees may travel on the weekend, if necessary (i.e. traveling on Saturday for a conference that starts Monday). The department must retain documentation to support why travel on the weekend is necessary.
- All travel costs for personal days are the responsibility of the employee. If an employee chooses to extend travel for personal reasons, documentation must be submitted showing that City funds were not used for

any additional costs incurred. A comparison must be maintained showing the cost of airfare for City purposes compared to the cost of airfare with personal travel days. Any additional airfare costs in excess of the fares related to City purposes are the responsibility of the employee.

TAXI/RIDE SHARING SERVICES/AIRPORT PARKING

Employees may be reimbursed for actual taxi or ride sharing fares paid and airport parking paid while traveling. All reasonable attempts shall be made to minimize the cost of transportation. A receipt is required for each trip which must include the amount of tips paid. Tips up to 15% are considered reasonable and will be reimbursed. Any additional tip is not reimbursable. If a receipt is not available and paid by personal debit or credit card, the employee must submit a bank or credit card statement showing the amount that was paid. If paid by cash, a written statement from the department director or designee must be submitted approving the expense.

LODGING

The City reimburses employee expenses for lodging while an employee is away on City business outside of his/her normal working and living residence. Only receipts from bonafide lodging establishments (hotels, motels, college dorms, hospitals, military facilities, etc.) will be accepted for reimbursements.

- Lodging should be at the conference hotel. If that is not possible, every attempt should be made to stay at a hotel close to the conference venue with a cost equal to or less than the conference hotel amount.
- Stand-alone charges for wi-fi are not an allowable expense unless it is necessary to perform City business when not at the conference or if the charge is combined with a resort fee or standard hotel fee.
- It is the employee's responsibility to make sure at the time of check out that only lodging charges are on your receipt and, if within the State of North Dakota, no sales tax is being charged. Provide the City sales tax-exempt number (E-4054) to have sales tax waived.
- If a spouse or traveling companion is staying with the employee, the City employee must have the lodging establishment clearly certify the room rate for a single person. Double occupancy rate may not be claimed (unless it is the same as single occupancy rate)
- Lodging expenses are reimbursed based on the actual cost of lodging. A State rate should be requested. An original lodging receipt is required for reimbursement to the employee.

REIMBURSEMENT FOR MEALS

Reimbursement of meals while an employee is traveling outside of the Bismarck/Mandan area is reimbursed on a per diem basis. If meals are included as part of a registration fee or provided by a third party, the applicable quarter allowance cannot be claimed. An exception is made for continental breakfast included in the lodging rate. When only a continental breakfast is served, reimbursement for breakfast may be provided. If an employee has a business justification for skipping a provided meal, a note must be included as justification with the travel voucher documentation justifying why the applicable allowance is being claimed.

An employee should be reimbursed for meals paid by the employee while traveling for business, up to the rates established on the following page. The employee must be away from the normal place of employment for a minimum of four hours and must be in travel status one hour before and one hour after the start of the quarter to be eligible for reimbursement. For purposes of employee meal and lodging reimbursements, state law defines the four quarters of the day as follows:

- First quarter shall be from 6:00 am to 12:00 pm. No reimbursement may be made for this quarter if travel begins after 7:00 am.
- Second quarter shall be from 12:00 pm to 6:00 pm. No reimbursement shall be made for this quarter if travel begins after 11:00 am or ends prior to 1:00 pm.
- Third quarter shall be from 6:00 pm to 12:00 am. No reimbursement shall be made for this quarter if travel begins after 5:00 pm or ends prior to 7:00 pm.

- Fourth quarter shall be from 12:00 am to 6:00 am. This quarter pertains to claiming lodging expense.

Meal reimbursement rates depend upon the time of day the employee is in travel status and whether the travel is in-state or out-of-state. Meals are NOT reimbursed based on actual costs, so verification of receipts are not required for the reimbursements of meals on a per diem basis.

The allowance for out-of-state meals is equal to the per diem meals rate in the city for which a claim is made by the United States General Services Administration (GSA) and must be allocated twenty percent to the first quarter, thirty percent to the second quarter, and fifty percent to the third quarter. The applicable GSA rates can be found at the following website <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

The following table contains a breakdown of the daily meal rates:

Location	Daily Total	First Quarter	Second Quarter	Third Quarter
In-State	\$45.00	\$9.00	\$14.00	\$22.00
Out-of-State	GSA Daily Rate	20% of GSA Daily Rate	30% of GSA Daily Rate	50% of GSA Daily Rate

Per diem meal allowances for same day travel is considered taxable by the IRS and is added to the employee's wages through payroll. Per diem meal reimbursements for overnight travel is designated to be tax deductible by the IRS and therefore, nontaxable to the employee.

TRAINING

Employee will be paid for any time spent attending training programs, meeting, and other similar activities if attendance is required and the training and meeting is directly related to the employee's position.

When a nonexempt employee travels for work, work-related time will be shown on timecards and compensated as worked time. Only times spent traveling or in work-related training or meetings will be paid time and excludes meals, social activities, etc.

TRAVEL TIME

Time spent commuting from home to work or work to home is not compensable and is not considered travel time for the purposes of this section. All nonexempt employees are eligible for compensation for the time they spend on work-related training. For example, when an employee arrives at the Bismarck airport for departure, to the time he/she arrives at their hotel in the destination city to include all layover time and similarly on the return trip, is considered travel time.

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Employees may be reimbursed for actual taxi or ride sharing fares paid and airport parking paid while traveling. All reasonable attempts shall be made to minimize the cost of transportation. A receipt is required for each trip which must include the amount of tips paid. Tips up to 15% are considered reasonable and will be reimbursed. Any additional tip is not reimbursable. If a receipt is not available and paid by personal debit or credit card, the employee must submit a bank or credit card statement showing the amount that was paid. If paid by cash, a written statement from the department director or designee must be submitted approving the expense.

LODGING

The City reimburses employee expenses for lodging while an employee is away on City business outside of his/her normal working and living residence. Only receipts from bonafide lodging establishments (hotels, motels, college dorms, hospitals, military facilities, etc.) will be accepted for reimbursements.

- Lodging should be at the conference hotel. If that is not possible, every attempt should be made to stay at a hotel close to the conference venue with a cost equal to or less than the conference hotel amount.
- Stand-alone charges for wi-fi are not an allowable expense unless it is necessary to perform City business when not at the conference or if the charge is combined with a resort fee or standard hotel fee.
- It is the employee's responsibility to make sure at the time of check out that only lodging charges are on your receipt and, if within the State of North Dakota, no sales tax is being charged. Provide the City sales tax-exempt number (E-4054) to have sales tax waived.
- If a spouse or traveling companion is staying with the employee, the City employee must have the lodging establishment clearly certify the room rate for a single person. Double occupancy rate may not be claimed (unless it is the same as single occupancy rate)
- Lodging expenses are reimbursed based on the actual cost of lodging. A State rate should be requested. An original lodging receipt is required for reimbursement to the employee.

REIMBURSEMENT FOR MEALS

Reimbursement of meals while an employee is traveling outside of the Bismarck/Mandan area is reimbursed on a per diem basis. If meals are included as part of a registration fee or provided by a third party, the applicable quarter allowance cannot be claimed. An exception is made for continental breakfast included in the lodging rate. When only a continental breakfast is served, reimbursement for breakfast may be provided. If an employee has a business justification for skipping a provided meal, a note must be included as justification with the travel voucher documentation justifying why the applicable allowance is being claimed.

An employee should be reimbursed for meals paid by the employee while traveling for business, up to the rates established on the following page. The employee must be away from the normal place of employment for a minimum of four hours and must be in travel status one hour before and one hour after the start of the quarter to be eligible for reimbursement. For purposes of employee meal and lodging reimbursements, state law defines the four quarters of the day as follows:

- First quarter shall be from 6:00 am to 12:00 pm. No reimbursement may be made for this quarter if travel begins after 7:00 am.
- Second quarter shall be from 12:00 pm to 6:00 pm. No reimbursement shall be made for this quarter if travel begins after 11:00 am or ends prior to 1:00 pm.
- Third quarter shall be from 6:00 pm to 12:00 am. No reimbursement shall be made for this quarter if travel begins after 5:00 pm or ends prior to 7:00 pm.

- Fourth quarter shall be from 12:00 am to 6:00 am. This quarter pertains to claiming lodging expense.

Meal reimbursement rates depend upon the time of day the employee is in travel status and whether the travel is in-state or out-of-state. Meals are NOT reimbursed based on actual costs, so verification of receipts are not required for the reimbursements of meals on a per diem basis.

The allowance for out-of-state meals is equal to the per diem meals rate in the city for which a claim is made by the United States General Services Administration (GSA) and must be allocated twenty percent to the first quarter, thirty percent to the second quarter, and fifty percent to the third quarter. The applicable GSA rates can be found at the following website <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

The following table contains a breakdown of the daily meal rates:

Location	Daily Total	First Quarter	Second Quarter	Third Quarter
In-State	\$45.00	\$9.00	\$14.00	\$22.00
Out-of-State	GSA Daily Rate	20% of GSA Daily Rate	30% of GSA Daily Rate	50% of GSA Daily Rate

Per diem meal allowances for same day travel is considered taxable by the IRS and is added to the employee's wages through payroll. Per diem meal reimbursements for overnight travel is designated to be tax deductible by the IRS and therefore, nontaxable to the employee.

TRAINING

Employee will be paid for any time spent attending training programs, meeting, and other similar activities if attendance is required and the training and meeting is directly related to the employee's position.

When a nonexempt employee travels for work, work-related time will be shown on timecards and compensated as worked time. Only times spent traveling or in work-related training or meetings will be paid time and excludes meals, social activities, etc.

TRAVEL TIME

Time spent commuting from home to work or work to home is not compensable and is not considered travel time for the purposes of this section. All nonexempt employees are eligible for compensation for the time they spend on work-related training. For example, when an employee arrives at the Bismarck airport for departure, to the time he/she arrives at their hotel in the destination city to include all layover time and similarly on the return trip.



Public Works Service Operations

DATE: May 14, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Sale of vehicles and worn out broom cores at public auction

REQUEST:

Request permission to sell city vehicles and worn out broom cores at public or online auction.

BACKGROUND INFORMATION:

Request permission to sell city vehicles (see attached list) at a public or online auction.

Request permission to sell worn out broom cores at a public or online auction and continue this practice with future worn out broom cores. The broom cores are removed from street sweepers at the end of their useful life and are considered scrap. There is a market for secondary use.

RECOMMENDED CITY COMMISSION ACTION:

Approve the sale of city vehicles and worn out broom cores at a public or online auction.

STAFF CONTACT INFORMATION:

Kurt Ohnell, Fleet Manager, 701-355-1711, kohnell@bismarcknd.gov

ATTACHMENTS:

1. List of Vehicles and Broom Cores

Request Permission to Sell City Vehicles at Public or Online Auction

Unit Number	Asset Number	Description	Serial Number	License	Department	Meter	Meter Type	Acquired Date
2200	10132	2014 FORD F150	1FTNF1EF9EKD83200	G84512 ND	Customer Service	120690	Miles	4/18/2014
6206	9513	2009 FORD RANGER	1FTZR15E49PA42571	G89116 ND	Facilities	69186	Miles	4/6/2009
9097	10289	2016 CHEVROLET IMPALA	2G1WA5E32G1100230	G89132 ND	Fire Department	29503	Miles	6/24/2015
9603	10143	2014 CHEVROLET IMPALA	2G1WD5E36E1161035	G93344 ND	Fleet Services	67740	Miles	5/16/2014
9604	10142	2014 CHEVROLET IMPALA	2G1WD5E37E1160654	G92785 ND	Fleet Services	57622	Miles	5/21/2014
1575	8787	1999 CHEVROLET SILVERADO	1GCEK19V3XE214739	G84384 ND	Fleet Services	140997	Miles	10/3/2003
6692	10009	2013 CHEVROLET IMPALA	2G1WD5E3XD1249438	G81833 ND	Fleet Services	72347	Miles	5/10/2013



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Amendment No. 2 to HDR WTP Expansion Project Contract

REQUEST:

Approval of Amendment No. 2 to HDR Engineering WTP Expansion Contract.

BACKGROUND INFORMATION:

As the Water Treatment Plant Expansion Project moves forward, construction phase services for the administration, engineering, observation, and commissioning of the work described in the specifications and drawings for work authorization titled Bismarck WTP Design CMAR GMP3A UPS Replacement is ready to proceed. Amendment No. 2 in the amount of \$17,120 will provide these construction phase services.

RECOMMENDED CITY COMMISSION ACTION:

Approve Amendment No. 2 to HDR Engineering WTP Expansion Project and allow the Director of Utility Operations to execute accordingly.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. HDR - amendment # 2 - GMP 3A - 240403

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

Owner: City of Bismarck, North Dakota

Engineer: **HDR Engineering, Inc.**

Project: Water Treatment Plant Expansion Project

Effective Date of Owner-Engineer Agreement: **July 20th, 2023**

Nature of Amendment:

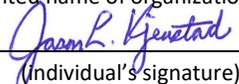
- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

See Amendment No. 2, Attachment A

Agreement Summary:	Engineering Services related to Design, Bidding, and CMAR tasks for the WTP Expansion Project as described in Owner-Engineer Agreement
Original agreement Amount:	\$ 4,441,226
Net Change for prior amendments:	\$337,753
This amendment amount:	\$17,120
Adjusted Agreement Amount:	\$4,796,099
Change in time for services:	None

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **April 9, 2024**.

Owner City of Bismarck, North Dakota <hr/> (typed or printed name of organization)	Engineer HDR Engineering, Inc. <hr/> (typed or printed name of organization)
By: _____ (individual's signature)	By:  (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: <u>4-3-2024</u> (date signed)
Name: <u>Michelle Klose</u> (typed or printed)	Name: <u>Jason Kjenstad</u> (typed or printed)
Title: <u>Director of Utility Operations</u> (typed or printed)	Title: <u>Sr. Vice President</u> (typed or printed)

SCOPE OF SERVICES

WATER TREATMENT PLANT EXPANSION – AMENDMENT NO. 2

Bismarck Water Treatment Plant

Bismarck, North Dakota

March 31, 2024

SCOPE OF SERVICES

In addition to the scope of the original executed agreement, this Amendment shall add the described Scope of Services for HDR Engineering, Inc. (“ENGINEER”) to provide construction administration, construction observation and Project Startup, O&M and Training services to the City of Bismarck (“OWNER”) related to the Uninterrupted Power Supply Replacement associated with Water Treatment Plant Expansion project. The Scope of Services to be performed by ENGINEER shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

Task Series 100 – Project Management/Initiation

Task Series 300– Construction Administration & Engineering

Task Series 400 – Construction Observation

Task Series 600 – Project Startup, O&M and Training

PROJECT DESCRIPTION

The City of Bismarck desires construction phase services for the administration, engineering, observation, and commissioning of the work described in the specifications and drawings for work authorization titled Bismarck WTP Design CMAR GMP3A UPS Replacement HDR Project No. 10371902. HDR Engineering, Inc. is the engineer of record for plans and specifications.

The scope of anticipated construction work includes but is not limited to:

1. Demolish and remove the existing Toshiba UPS system including UPS cabinet and battery cabinet.
2. Provide and install a new UPS system with all associated components at the same location and all other work required in accordance with the contract document.
3. Provide and install a 100A/3P circuit breaker in existing FCHP5 panel.
4. Provide power connection from the 100A/3P breaker to the UPS.
5. Provide connection from the UPS to existing FCHP-UPS panel.
6. Mega test existing wiring to control panel CP-04.
7. Replace wiring if meg test fail.
8. Install new CAT6 cable from the UPS to CP-04
9. Terminate wiring in CP-04
10. Existing equipment protection throughout the duration of the work.

The project site is located at the City of Bismarck Water Treatment Plant, 615 River Road, Bismarck, ND.

Task Series 300 – Construction Administration

Objective: Provide administrative and engineering support during implementation of HDR-designed plans and specifications. Construction administration will be administered by HDR as part of this amendment.

Engineer Activities:

Task 301 Pre-construction Conference & Progress Meetings

Task 302 Construction Engineering: Submittals, Pay Req., CO's, FO's, RFI's

Task 304 As Recorded Drawings

Task 305 Construction Contract Close-out

Services Provided by HDR:

- Preconstruction conference meetings and progress meetings as part of the Project.
- Construction engineering for the project including administration of submittals, payment requests, construction, requests for information and field observations.
- Development of record drawings for the Project.
- Construction contract close-out including punchlist, substantial completion review, certificate of final completion.

Owner Activities:

- Provide review and processing of monthly progress report and invoices within 10 working days.
- Identify and provide relevant prior studies, reports, drawings, specifications, manuals, and other data prepared by others.
- Provide review and comment on project deliverables within 14 working days.
- Coordinate OWNER staff participation and actively participate in meetings.
- Provide and make arrangements for facilities to conduct meetings.
- Provide access to project site as required for ENGINEER's performance of the scope of services.

Deliverables:

- Monthly project status reports and invoices.
- Pre-construction meeting agenda and minutes.
- Submittal reviews for divisions listed in the Project Manual including shop drawings, products, testing reports, schedule of values, materials in storage, progress schedule, list of submittals, progress and final pay applications.
- Certificate of Final Completion
- Record Drawings

Task Series 400 –Construction Observation

Objective: On-site observation will be provided on an hourly basis with 20 estimated hours to complete this task.

Engineer Activities:

Task 401 RPR Construction Observation (On Site)

Services Provided by HDR:

- Communicate with City staff as needed and provide project updates.
- Report to Contractor whenever HDR or Owner believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents
- Inspect materials/equipment for damage and notify Contractor if items do not meet the requirements of any inspection, test, or approval.
- Advise Contractor of work that should be corrected or rejected, uncovered for observation, or requires special testing, inspection, or approval
- Coordinate testing services with Contractor and review results for compliance with contract requirements
- Conduct substantial completion review and punchlist inspection/coordination.
- Perform one (1) year warranty walkthrough and complete associated documentation.

Owner Activities:

- Provide review and processing of monthly progress report and invoices within 10 working days.
- Identify and provide relevant prior studies, reports, drawings, specifications, manuals, and other data prepared by others.
- Provide review and comment on project deliverables within 14 working days.
- Coordinate OWNER staff participation and actively participate in meetings.
- Provide and make arrangements for facilities to conduct meetings.
- Provide access to project site as required for ENGINEER's performance of the scope of services.

Deliverables:

- Field logs, including daily reports.
- Certificate of Final Completion
- Deficiency punch lists
- Scheduled date of one (1) year warranty walkthrough

Task Series 600 – Project Startup, O&M and Training

Objective: Provide engineering consultant services for project startup and commissioning.

Engineer Activities:

Task 601 Project Start-Up

Task 602 Equipment and Systems Start-Up

Task 603 Operation and Maintenance Manual

Services Provided by HDR:

- Coordinate and monitor equipment checkout and start-up training sessions to be performed by the

- Contractor as required by the contract documents.
- Develop a O&M Manual in consultation with City staff.

Owner Activities:

- Coordinate OWNER staff participation and actively participate in meetings.
- Provide and arrange for facilities to conduct meetings.
- Provide access to project site as required for ENGINEER’s performance of the scope of services.

Key Understandings and Assumptions:

- Erosion and sedimentation control plan review not required.
- Permits required by the contract documents shall be obtained by the construction Contractor in accordance with the contract documents.
- Testing of soils, aggregates, concrete or steel fabrication not required.
- Archeological, historical, or cultural resources monitoring is not required. If any sites are determined to be archeological or historical sites, additional services for monitoring will be incorporated by Contract Amendment.
- Observation of the remediation and disposal of contaminated or hazardous materials not required.
- All preliminary deliverables will be submitted to OWNER in electronic PDF format via email or on flash drive.

SCHEDULE

The scope of services for this Amendment shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of ENGINEER:

Task Series 100 – Project Management/Initiation	November 30, 2024
Task Series 300 – Construction Administration Services	November 30, 2024
Task Series 400 – RPR Construction Observation Services	November 30, 2024
Task Series 600 – Project Startup, O&M and Training	November 30, 2024

COMPENSATION

Owner shall pay Engineer for Services for Amendment No. 2 as follows. Terms and Conditions of Original Agreement Exhibit J remain unchanged except for compensation. Updated Engineer’s 2024 Rates and Expense Schedules in affect are attached for reference.

The total compensation for such services including Amendment No. 2 is estimated to be **\$4,796,099** based on the following estimated distribution of compensation.

Task No.	Task	Fee
Original Agreement		
100 – 110	Project Management	\$387,423
111 – 116	30% Preliminary Design Phase	\$878,330
117 – 122	60% Design Phase	\$797,595
123 – 133	Final Design Phase	\$1,797,340
210 – 215	CMAR Phase	\$490,538
Amendment No. 1		
500 – 524	HCW Design Phase	\$265,814
210 – 215	HCW CMAR Phase	\$21,939
Amendment No. 2		
101	Project Management	\$853
301-305	Construction Administration & Engineering	\$9,620
401	Construction Observation	\$5,040
601-603	Project Startup, O&M and Training	\$1,608
Subconsultants		
SUB	Geotechnical	\$40,000
SUB	SCADA/Controls	\$50,000
SUB	SCADA/Controls Amendment #1	\$50,000
SUB	Construction Administration	NA
SUB	RPR Construction Observation	NA

HOURLY RATE AND EXPENSE SCHEDULE

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.

Direct Expenses

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

Printing (in-house)

B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1228each
Color 11x17	\$0.2397 each
Plots Bond	\$0.55 per sq. ft.



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
<u>Construction Inspector</u>	<u>105</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
<u>Strategic Communications/Graphic Designer I</u>	<u>100</u>
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.

<u>Description</u>	<u>Billing Rate/Hour</u>
Technical Expert VI	315
Technical Expert V	305
Technical Expert IV	285
Technical Expert III	265
Technical Expert II	245
Technical Expert I	225

City of Bismarck
 Exhibit A: Fee & Manhour Estimate - Construction Phase Services for CMAR GMP3A UPS Replacement - Amendment No. 2
 HDR Engineering, Inc.

Expenses

Description	Project Principal	Project Manager	Operations	Process Engineer Construction Engineer	Electrical	Electrical	Electrical I&C	Drafting	Project Admin	Clerical/ Steno	Total	Postage	Travel	Printing	Expense Total Cost \$	HDR Task Total \$
	D. Reep	J. Honner	J. Smerage	J.Hillius	Yee Ping See	Nicole Han	S. Horras	K. Peyton	Davis	K. Westenberg						
Labor Rate Category 2024 Billing Rate	\$235.00	\$225.00	\$245.00	\$190.00	\$315.00	\$195.00	\$265.00	\$120.00	\$95.00	\$95.00						
Task Series 100 - Project Initiation/Background Data												Task Series 100 - Project Initiation/Background Data				
Task 101 - Management Plan/Initiation Meeting	1	0		0					6	0.5	7.5				\$0	
Task 102 - Progress Meetings															\$0	
Series 100 Hours	1	0	0	0	0	0	0	0	6	0.5	7.5					
Series 100 Fee	\$235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$570	\$48	\$853	\$0	\$0	\$0	\$0	\$853
Task Series 300 - Construction Administration												Task Series 300 - Construction Administration				
Task 301 Pre-construction Conference & Progress Meetings		1	4	1	1	1	1				9				\$25	\$50
Task 302 Construction Engineering: Submittals, Pay Req., CO's, FO's		1	4	1	1	8	8			2	25					
Task 304 As Recorded Drawings		0.5	1	1				4			6.5					
Task 305 Construction Contract Close-out		0.5	2	1							3.5					
Task 300 Hours	0	3	11	4	2	9	9	4	0	2	44					
Series 300 Fee	\$0	\$675	\$2,695	\$760	\$630	\$1,755	\$2,385	\$480	\$0	\$190	\$9,570	\$0	\$25	\$25	\$50	\$9,620
Task Series 400 - RPR Construction Observation												Task Series 400 - RPR Construction Observation				
Task 401 RPR Construction Observation (On Site)											0					
4 weeks at 5 hours/week			18	2							20				\$250	\$5,040
Task 400 Hours	0	0	18	2	0	0	0	0	0	0	20					
Series 400 Fee	\$0	\$0	\$4,410	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$4,790	\$0	\$250	\$0	\$250	\$5,040
Task Series 600 - Project Startup, O&M and Training												Task Series 600 - Project Startup, O&M and Training				
Task 601 Project Start-Up			1		0	0.5	0.5				2				\$0	\$378
Task 602 Equipment and Systems Start-Up																
Task 603 Operation and Maintenance Manual			2		1	1	0.5				4.5				\$0	\$938
Task 600 Hours	0	0	3	0	1	1.5	1	0	0	0	6.5					
Series 600 Fee	\$0	\$0	\$735	\$0	\$315	\$293	\$265	\$0	\$0	\$0	\$1,608	\$0	\$0	\$0	\$0	\$1,608
Amendment #2 Total Hours	1	3	32	6	3	10.5	10	4	6	2.5	78					
Amendment #2 Total Fee	\$235	\$675	\$7,840	\$1,140	\$945	\$2,048	\$2,650	\$480	\$570	\$238	\$16,820	\$0	\$275	\$25	\$300	\$17,120

BASE PROJECT TOTAL	
TOTAL LABOR	\$16,820
TOTAL EXPENSES	\$300
Misc. Testing Fees	\$0
Construction Inspection Fee	\$0
TOTAL NOT TO EXCEED FEE FOR PROJECT	\$17,120



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Change Order No. 3 to Edling Electric's Contract for WTP Filters 1-6 Project

REQUEST:

Approval of Change Order No. 3 to Edling Electric's Contract for Water Treatment Plant Filters 1-6 & 12 MGD Accelerator Project.

BACKGROUND INFORMATION:

Change order No. 3 to Edling Electric's contract for the Water Treatment Plant (WTP) filters 1-6 face piping replacement and 12 MGD accelerator effluent pipe improvement project is a time extension from March 15th to April 15, 2024. The time extension is due to unforeseen delays in functional testing of new filter control panel and valves caused by the supplier/integrator.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order No. 3 to Edling Electric's contract for the WTP Filter 1-6 face piping replacement and 12 MGD accelerator effluent pipe improvements project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Change Order No. 3 - Edling Electric

CHANGE ORDER NO. 3: CONTRACT NO. 2 – ELECTRICAL, INSTRUMENTATION, AND CONTROLS CONSTRUCTION

Owner:	City of Bismarck, ND	Owner's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10340857
Contractor:	Edling Electric, Inc.	Contractor's Project No.:	
Project:	City of Bismarck, ND Water Treatment Plant		
Contract Name:	Filters 1-6 Face Piping Replacement and 12 MGD Accelerator Effluent Pipe Improvs		
Date Issued:	February 26, 2024	Effective Date of Change Order:	February 26, 2024

The Contract is modified as follows upon execution of this Change Order: Extend contract completion date due to unforeseen delays in functional testing new filter control panel and valves by the supplier/integrator.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>687,500.00</u>	Original Contract Times: Substantial Completion: <u>March 1st, 2024</u> Ready for final payment: <u>March 15th, 2024</u>
Increase previously approved Change Orders No. N/A to No. 2: \$ <u>(1,948.14)</u>	Change from previously approved Change Orders No. N/A to No. 1: Substantial Completion: <u>0 Days</u> Ready for final payment: <u>0 Days</u>
Contract Price prior to this Change Order: \$ <u>685,551.86</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 1st, 2024</u> Ready for final payment: <u>March 15th, 2024</u>
Change this Change Order: \$ <u>0.00</u>	Increase this Change Order: Substantial Completion: <u>29 Days</u> Ready for final payment: <u>31 Days</u>
Contract Price incorporating this Change Order: \$ <u>685,551.86</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 29th, 2024</u> Ready for final payment: <u>April 15th, 2024</u>

Recommended by Engineer (if required)

By: Kevin F. Newman
 Title: Project Engineer
 Date: 02/26/2024

Accepted by Owner

Accepted by Contractor

By: JASON ROOD
 Title: PROJECT MANAGER
 Date: 2/28/24

Approved by Funding Agency (if applicable)



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Cost-Share Agreement HC158 with ND State Water Commission

REQUEST:

Approval of the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the Watermain Replacement HC158 Project.

BACKGROUND INFORMATION:

On April 11, 2024, the North Dakota State Water Commission approved a Cost-Share Request for the construction portion of the Watermain Replacement HC158 Project. The State Water Commission will provide cost-share of \$500,428 and reimburse 60 percent of the actual eligible costs incurred for the project, contingent on availability of funds and conditions of the agreement. The agreement is attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the construction portion of the Watermain Replacement HC158 Project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. Water Main Improvement - HC158

**Agreement for Cost-Share Reimbursement
City of Bismarck
2024 Water Main Improvements HC 158**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Bismarck (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for costs associated with the replacement of water mains, valves, and hydrants. Project is part of combined water and street improvements in Bismarck. (Project). Project is located in Burleigh County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$500,428, as approved by Commission on April 11, 2024, to reimburse 60 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and

- \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
 - d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor

must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) 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.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
 - (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



ANDREA TRAVNICEK, PH.D.
Secretary

Date: 04/21/2024

CITY OF BISMARCK

By:



MICHAEL SCHMITZ
Mayor

Date: _____



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Cost-Share Agreement WU143 with ND State Water Commission

REQUEST:

Approval of the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the 2024 Water Main Replacement Project (WU143).

BACKGROUND INFORMATION:

On April 11, 2024, the North Dakota State Water Commission approved a Cost-Share Request for the construction portion of the 2024 Water Main Replacement Project (WU143). The State Water Commission will provide cost-share of \$1,649,305 and reimburse 60 percent of the actual eligible costs incurred for the project, contingent on availability of funds and conditions of the agreement. The agreement is attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the construction portion of the 2024 Water Main Replacement Project (WU143).

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. Water Main Replacement - WU143

**Agreement for Cost-Share Reimbursement
City of Bismarck
2024 Water Main Replacement WU143**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Bismarck (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for costs associated with the replacement of water main, hydrants, curb stops, and valves, and includes associated pavement restoration costs at numerous locations in central Bismarck (Project). Project is located in Burleigh County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$1,649,305, as approved by Commission on April 11, 2024, to reimburse 60 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and

- \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
 - d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor

must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) 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.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
 - (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



ANDREA TRAVNICEK, PH.D.
Secretary

Date: 04/21/2024

CITY OF BISMARCK

By:

MICHAEL SCHMITZ
Mayor

Date: _____



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Cost-Share Agreement WU144 with ND State Water Commission

REQUEST:

Approval of the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the 2024 CIPP Water Main Rehabilitation Project (WU144).

BACKGROUND INFORMATION:

On April 11, 2024, the North Dakota State Water Commission approved a Cost-Share Request for the construction portion of the 2024 CIPP Water Main Rehabilitation Project (WU144). The State Water Commission will provide cost-share of \$1,221,869 and reimburse 60 percent of the actual eligible costs incurred for the project, contingent on availability of funds and conditions of the agreement. The agreement is attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Agreement for Cost-Share Reimbursement with the North Dakota State Water Commission for the construction portion of the 2024 CIPP Water Main Rehabilitation Project (WU144).

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. CIPP Water Main Rehab WU144

**Agreement for Cost-Share Reimbursement
City of Bismarck
2024 CIPP Water Main Rehabilitation WU144**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Bismarck (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for costs associated with rehabilitating aging cast iron water mains using the cured in place pipe lining method. Project also includes replacement of hydrants and valves and associated pavement restoration costs (Project). Project is located in Burleigh County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$1,221,869, as approved by Commission on April 11, 2024, to reimburse 60 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned

automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recover the insurance company may have against State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:

- (1) If Commission determines an emergency exists.
- (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
- (3) 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.
- (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
- (5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
- (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



ANDREA TRAVNICEK, PH.D.

Secretary

Date: 04/21/24

CITY OF BISMARCK

By:

MICHAEL SCHMITZ

Mayor

Date: _____



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM:

Reject Bids for Stormwater Improvement Project SU92 and Rebid

REQUEST:

Reject bids for Stormwater Improvement Project SU92 and rebid Boulder Ridge Stormwater Improvements.

BACKGROUND INFORMATION:

Sewer Utility Project SU 92 is one unit of stormwater maintenance and improvements on Lot 7, Block 3, Boulder Ridge First Addition and Lot 23, Block 2, Boulder Ridge Second Addition. This project will construct a detention pond as well as make channel and drainage improvements. Apex Engineering is currently under contract for design engineering services.

Bids were received on April 11, 2024 for stormwater improvements. The engineer's estimate for the project was \$331,800.40. Two bids were received; Swanberg Construction in the amount of \$683,511 and SiteWorx Excavation & Development Company LLC in the amount of \$973,398. City staff have discussed options to move this project forward by exploring changes to the project timeline.

RECOMMENDED CITY COMMISSION ACTION:

Reject all bids for Stormwater Improvement Project SU92 and rebid project.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: May 14, 2024

FROM: Jason Tomanek, City Administrator

ITEM: Great Plains Restorative Services, LLC Vision Fund Application

REQUEST:

Consider the recommendation from the Vision Fund Committee to support a Flex PACE program interest buy-down for Great Plains Restorative Services, LLC.

BACKGROUND INFORMATION:

Great Plains Restorative Services, LLC has requested a Flex PACE program interest rate buydown. The Vision Fund Committee met on April 25, 2024, and reviewed the application. The Committee supported the complete application but reduced the approved amount to a 24-month buydown, which changed the amount requested to \$86,567.45. 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 Great Plains Restorative Services, LLC. A loan interest charge of 1% will be paid back to the Vision Fund by Great Plains Restorative Services, 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 an amount of \$86,567.45. 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 Flex PACE program interest buy-down for Great Plains Restorative Services, LLC structured as a loan for an amount of \$86,567.45.

STAFF CONTACT INFORMATION:

Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:

1. Great Plains Restorative - Buydown Account Details
2. Great Plains Restorative - Vision Fund Application Form 1
3. Great Plains Restorative - Vision Fund Application Form 2, 3, 4

Exhibit A: Great Plains Restorative - 24 months

LOAN NUMBER	
LOAN TYPE	Flex PACE
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	\$254,447.48
BND BUYDOWN AMOUNT	\$165,390.88
COMMUNITY BUYDOWN AMT	\$89,056.60
PRESENT VALUE BND	\$160,768.17
PRESENT VALUE COMMUNITY	\$86,567.45
CREATED DATE	5/7/2024
PRINCIPAL	\$2,800,000.00
YIELD RATE	8.7500
BORROWING RATE	3.7500
AMORTIZATION	84
PAYMENT	\$44,876.92

Loan without buydown				
#	Payment	Principal	Interest	Balance
1	\$44,876.92	\$24,460.25	\$20,416.67	\$2,775,539.75
2	\$44,876.92	\$23,964.00	\$20,912.92	\$2,751,575.75
3	\$44,876.92	\$24,144.56	\$20,732.36	\$2,727,431.19
4	\$44,876.92	\$25,652.32	\$19,224.60	\$2,701,778.87
5	\$44,876.92	\$24,519.77	\$20,357.15	\$2,677,259.10
6	\$44,876.92	\$25,355.24	\$19,521.68	\$2,651,903.86
7	\$44,876.92	\$24,895.56	\$19,981.36	\$2,627,008.30
8	\$44,876.92	\$25,721.65	\$19,155.27	\$2,601,286.65
9	\$44,876.92	\$25,276.95	\$19,599.97	\$2,576,009.70
10	\$44,876.92	\$25,467.40	\$19,409.52	\$2,550,542.30
11	\$44,876.92	\$26,279.22	\$18,597.70	\$2,524,263.08
12	\$44,876.92	\$25,857.30	\$19,019.62	\$2,498,405.78
13	\$44,876.92	\$26,659.38	\$18,217.54	\$2,471,746.40
14	\$44,876.92	\$26,253.00	\$18,623.92	\$2,445,493.40
15	\$44,876.92	\$26,450.81	\$18,426.11	\$2,419,042.59
16	\$44,876.92	\$28,413.99	\$16,462.93	\$2,390,628.60
17	\$44,876.92	\$26,864.20	\$18,012.72	\$2,363,764.40
18	\$44,876.92	\$27,641.14	\$17,235.78	\$2,336,123.26
19	\$44,876.92	\$27,274.88	\$17,602.04	\$2,308,848.38
20	\$44,876.92	\$28,041.57	\$16,835.35	\$2,280,806.81
21	\$44,876.92	\$27,691.67	\$17,185.25	\$2,253,115.14
22	\$44,876.92	\$27,900.32	\$16,976.60	\$2,225,214.82
23	\$44,876.92	\$28,651.40	\$16,225.52	\$2,196,563.42
24	\$44,876.92	\$28,326.42	\$16,550.50	\$2,168,237.00
	\$1,077,046.08	\$631,763.00	\$445,283.08	

Loan with buydown				
#	Payment	Principal	Interest	Balance
1	\$33,210.25	\$24,460.25	\$8,750.00	\$2,775,539.75
2	\$32,926.68	\$23,964.00	\$8,962.68	\$2,751,575.75
3	\$33,029.86	\$24,144.56	\$8,885.30	\$2,727,431.19
4	\$33,891.43	\$25,652.32	\$8,239.11	\$2,701,778.87
5	\$33,244.26	\$24,519.77	\$8,724.49	\$2,677,259.10
6	\$33,721.67	\$25,355.24	\$8,366.43	\$2,651,903.86
7	\$33,459.00	\$24,895.56	\$8,563.44	\$2,627,008.30
8	\$33,931.05	\$25,721.65	\$8,209.40	\$2,601,286.65
9	\$33,676.94	\$25,276.95	\$8,399.99	\$2,576,009.70
10	\$33,785.77	\$25,467.40	\$8,318.37	\$2,550,542.30
11	\$34,249.66	\$26,279.22	\$7,970.44	\$2,524,263.08
12	\$34,008.57	\$25,857.30	\$8,151.27	\$2,498,405.78
13	\$34,466.90	\$26,659.38	\$7,807.52	\$2,471,746.40
14	\$34,234.68	\$26,253.00	\$7,981.68	\$2,445,493.40
15	\$34,347.71	\$26,450.81	\$7,896.90	\$2,419,042.59
16	\$35,469.53	\$28,413.99	\$7,055.54	\$2,390,628.60
17	\$34,583.94	\$26,864.20	\$7,719.74	\$2,363,764.40
18	\$35,027.90	\$27,641.14	\$7,386.76	\$2,336,123.26
19	\$34,818.61	\$27,274.88	\$7,543.73	\$2,308,848.38
20	\$35,256.72	\$28,041.57	\$7,215.15	\$2,280,806.81
21	\$35,056.78	\$27,691.67	\$7,365.11	\$2,253,115.14
22	\$35,176.01	\$27,900.32	\$7,275.69	\$2,225,214.82
23	\$35,605.19	\$28,651.40	\$6,953.79	\$2,196,563.42
24	\$35,419.49	\$28,326.42	\$7,093.07	\$2,168,237.00
	\$822,598.60	\$631,763.00	\$190,835.60	

Interest Buydown			
#	Int. Buydown	BND (65.00%)	Comm. (35.00%)
1	\$11,666.67	\$7,583.34	\$4,083.33
2	\$11,950.24	\$7,767.66	\$4,182.58
3	\$11,847.06	\$7,700.59	\$4,146.47
4	\$10,985.49	\$7,140.57	\$3,844.92
5	\$11,632.66	\$7,561.23	\$4,071.43
6	\$11,155.25	\$7,250.91	\$3,904.34
7	\$11,417.92	\$7,421.65	\$3,996.27
8	\$10,945.87	\$7,114.82	\$3,831.05
9	\$11,199.98	\$7,279.99	\$3,919.99
10	\$11,091.15	\$7,209.25	\$3,881.90
11	\$10,627.26	\$6,907.72	\$3,719.54
12	\$10,868.35	\$7,064.43	\$3,803.92
13	\$10,410.02	\$6,766.51	\$3,643.51
14	\$10,642.24	\$6,917.46	\$3,724.78
15	\$10,529.21	\$6,843.99	\$3,685.22
16	\$9,407.39	\$6,114.80	\$3,292.59
17	\$10,292.98	\$6,690.44	\$3,602.54
18	\$9,849.02	\$6,401.86	\$3,447.16
19	\$10,058.31	\$6,537.90	\$3,520.41
20	\$9,620.20	\$6,253.13	\$3,367.07
21	\$9,820.14	\$6,383.09	\$3,437.05
22	\$9,700.91	\$6,305.59	\$3,395.32
23	\$9,271.73	\$6,026.62	\$3,245.11
24	\$9,457.43	\$6,147.33	\$3,310.10
	\$254,447.48	\$165,390.88	\$89,056.60



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: Great Plains Restorative Services, LLC		FOR INTERNAL USE ONLY
Business Address: 1212 E Main Ave		Date Received:
City: Bismarck	State: ND	Zip Code: 58501
Project Address: 1212 E Main Ave		Date to Vision Fund Committee:
City: Bismarck		State: ND
Zip Code: 58501		Date to Commission:
Contact: Gregory Lord		Date Commission Approved:
Business Phone Number: 701-530-4002		Funding Amount Approved:
Cell Number: 701-226-1869		
Federal Tax ID Number:		
E-Mail: gregory.lord@gprs.com		
Date Business Established: Approx. 1992		
Amount Vision Fund Funds Requested: \$107,692.28		
FINANCIAL INFORMATION		
Total Project Cost: \$2,800,000		Owner's Equity: \$1,165,000
PURPOSE OF REQUEST		
<input checked="" type="checkbox"/> New Business <input checked="" type="checkbox"/> Business/Equipment Updates <input type="checkbox"/> Business Expansion <input type="checkbox"/> Other:		
BUSINESS OWNERSHIP INFORMATION		
Ownership Structure		
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Corporation		
<input type="checkbox"/> Public Corporation <input type="checkbox"/> Other:		
Key Owner Names (List all with a 20% interest or more) Steve Herman Mark Thompson	% Ownership 26.04 26.04	Social Security Number  - - - - - -
Key Management Name/ Phone Number Gregory Lord	Titles CEO	



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: 59	Avg. Salary: 45,800	Part-Time: N/A	Avg. Salary:
3-Year Projection	Full-Time: 79	Avg. Salary: 51,296	Part-Time:	Avg. Salary:
5-Year Projection	Full-Time: 99	Avg. Salary: 55,400	Part-Time:	Avg. Salary:
How many jobs will this project create?	Full-Time: 59 retain, 40 new		Part-Time: N/A	
Average salary of new jobs?	Full-Time: 45,800		Part-Time:	
PROJECT INFORMATION				
Please provide a summary of the project.				
The project is for the funding working capital associated with the purchase of the business from CHI/St. Alexius. Without this transaction, the business in its former name, Great Plains Rehab Services, was to close costing the area 65 jobs plus services for over 14,000 people statewide.				
Describe what your company does to add value to your product, process or service.				
Great Plains Restorative Service (formerly Great Plains Rehabilitation Services) provides medical equipment and supplies, custom orthotics and prosthetics. Customers/patients place 36,000 medical product orders per year. Customers/patients are from Bismarck and Mandan, central and western North Dakota. Customers/patients medical needs would be underserved if the business was not in operation.				
Describe the economic impact this project will have on the city of Bismarck.				
Great Plains Restorative Services is projected to provide \$14M revenue annually with 65 full-time jobs to the community. Business growth will add 40 new jobs to the Bismarck/Mandan area by 2027.				
Has or will this project receive any other incentive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain.				
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. Please see attached.				



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, it's 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, it's representatives or employees.

All owners, officers or partners must sign this application.

Signatures:



Applicant/Business Owner

10/5/20
Date

Applicant/Business Owner

Date

GREAT PLAINS RESTORATIVE SERVICES, LLC

1212 East Main Avenue

Bismarck, ND 58501

SCOPE/PLAN OF CARE/SERVICES

DESCRIPTION:

Great Plains Restorative Services (GPRS) is a North Dakota based medical product (DMEOP) facility that provides medical products and services to the general public, hospitals, clinics, physician offices and assistive care facilities.

The product services are provided in a variety of settings. The retail store facilities are located at 1212 E Main, Bismarck and 584 12th St W, Dickinson ND.

GPRS provides product services in the following areas:

- A. Respiratory care services
- B. Home Medical equipment & supply
- C. Custom orthotics & prosthetics
- D. Home and vehicle accessibility
- E. Seating and mobility, complex rehab products and services

The CEO of Great Plains Restorative Services is responsible for organization, operation and efficiency of service and reports to the GPRS Board of Directors. The COO is responsible for the daily operations of each service area. The COO reports to the CEO. The GPRS supervisors and branch manager reports to the COO. Staff provide services and report to the supervisors of their respective area.

POPULATIONS AND TYPE OF PATIENTS SERVED:

The predominate patient population age groups served are infant, pediatric, adolescent, adult and geriatric. All diagnostic groups are served.

CRITERIA FOR ENTRY, ADMISSION AND TREATMENT: At Great Plains Restorative Services, we accept only those patients whose health care needs are identified by a physician or licensed independent medical practitioner. These needs are properly met by the services we offer.

ASSESSMENT OF PATIENT NEEDS AND TREATMENT:

Evaluations/assessments are performed by qualified staff (as documented through licensure, credentialing, or competence). Assessment includes review of medical records, patient (or responsible guardian) interview, physical and functional assessment. Based on the assessment a plan of care is implemented under the direction of a physician or licensed independent medical practitioner. The patient and/or authorized guardians are involved in decision making and ultimately determine the plan of care. Services are offered to patients throughout the spectrum of functional disabilities from highly involved and complex conditions such as upper and lower limb prosthetics and orthotics, home oxygen and ventilators to less complex such as over the counter soft goods, medical supplies and equipment. The patient's level of pain is monitored and managed and if necessary, treatment is modified appropriately. The goal of services provided is to assist individuals to return to previous function, to be cared for in an alternative care setting (skilled, unskilled, or home), or hospice.

FREQUENT PROCEDURES / SERVICES / PROCESS:

Respiratory Care Services

An allied health specialty which assists physicians in the management and treatment of the patient with abnormalities of the heart and lungs.

1. Product services include:

Oxygen & oxygen concentrators; portable oxygen systems; volume ventilators; medical compressors; ultrasonic nebulizers; percussors; suction units; apnea monitors; respiratory supplies; Lifeline personal response systems.

Home Medical Equipment (HME)

This specific service offers over 5,000 different items of durable and consumable medical supplies for home and healthcare facility use.

1. Product services include:

Bathroom safety equipment; hospital beds and accessories; dressings, bandages, gauzes; urinary supplies; traction equipment; TENS units & accessories; wheelchairs; walkers; pressure sore treatment and prevention products; CPM machines; ostomy supplies; electric breast pumps; nursing supplies; orthopedic footwear; 3-wheel powered vehicles; infant phototherapy; SADD lights; canes and crutches; enteral food pumps; self-help aids.

Orthotic & Prosthetic Services (O&P)

This service offers a full complement of orthotic and prosthetic devices and mastectomy management. This process occurs through offering these individuals external devices known as orthotics and/or prosthetics in an environment conducive to their education in use and function of these devices.

1. Orthotics

Is the science pertaining to external assistive devices for bio-mechanical use. Working in concert with the physician and other health professionals, our O&P staff provide state-of-the-art orthotic devices for the functionally impaired people.

2. Prosthetics

Is the division of medical care dealing with segmental body loss and amputation. We work in conjunction with the physician and other health care professionals to provide upper and lower extremity prosthetics.

Home and vehicle accessibility

This service provides assistive mobility and environmental devices for both public and private facilities and vehicles.

1. Product services include:

Patient lifts; elevators; driving controls; scooter caddies; stairway lifts; van conversions; porch lifts; wheelchair ramps; Mator voice system/communication devices; Workstation modifications; Tubmate bathtub devices; special modular residential modifications; grab bar installation.

Seating and mobility, complex rehab products and services

This service provides assistive technology to wheelchairs, seating systems and special positioning systems for the moderate to the severely disabled clients.

1. Product services include:

Custom wheelchair seating systems; adaptive controls; environmental controls; positioning systems; cushioning and biomechanical devices.

Exhibit A: Great Plains Restorative Services

LOAN NUMBER	
LOAN TYPE	Flex.PACE
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

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PRESENT VALUE BND	\$193,192.78
PRESENT VALUE COMMUNITY	\$104,026.85
CREATED DATE	10/11/2023
PRINCIPAL	\$2,800,000.00
YIELD RATE	8.7500
BORROWING RATE	3.7500
AMORTIZATION	84
PAYMENT	\$44,876.92

Loan without buydown					
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23	\$44,876.92	\$28,651.40	\$16,225.52	\$2,196,563.42	
24	\$44,876.92	\$28,326.42	\$16,550.50	\$2,168,237.00	
25	\$44,876.92	\$29,066.86	\$15,810.06	\$2,139,170.14	
26	\$44,876.92	\$28,758.87	\$16,118.05	\$2,110,411.27	
27	\$44,876.92	\$28,975.56	\$15,901.36	\$2,081,435.71	
28	\$44,876.92	\$30,711.59	\$14,165.33	\$2,050,724.12	
29	\$44,876.92	\$29,425.28	\$15,451.64	\$2,021,298.84	
30	\$44,876.92	\$30,138.28	\$14,738.64	\$1,991,160.56	
31	\$44,876.92	\$29,874.08	\$15,002.84	\$1,961,286.48	
	\$1,391,184.52	\$838,713.52	\$552,471.00		

Loan with buydown					
#	Payment	Principal	Interest	Balance	
1	\$33,210.25	\$24,460.25	\$8,750.00	\$2,775,539.75	
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3	\$33,029.86	\$24,144.56	\$8,885.30	\$2,727,431.19	
4	\$33,891.43	\$25,652.32	\$8,239.11	\$2,701,778.87	
5	\$33,244.26	\$24,519.77	\$8,724.49	\$2,677,259.10	
6	\$33,721.67	\$25,355.24	\$8,366.43	\$2,651,903.86	
7	\$33,459.00	\$24,895.56	\$8,563.44	\$2,627,008.30	
8	\$33,931.05	\$25,721.65	\$8,209.40	\$2,601,286.65	
9	\$33,676.94	\$25,276.95	\$8,399.99	\$2,576,009.70	
10	\$33,785.77	\$25,467.40	\$8,318.37	\$2,550,542.30	
11	\$34,249.66	\$26,279.22	\$7,970.44	\$2,524,263.08	
12	\$34,008.57	\$25,857.30	\$8,151.27	\$2,498,405.78	
13	\$34,466.90	\$26,659.38	\$7,807.52	\$2,471,746.40	
14	\$34,234.68	\$26,253.00	\$7,981.68	\$2,445,493.40	
15	\$34,347.71	\$26,450.81	\$7,896.90	\$2,419,042.59	
16	\$35,469.53	\$28,413.99	\$7,055.54	\$2,390,628.60	
17	\$34,583.94	\$26,864.20	\$7,719.74	\$2,363,764.40	
18	\$35,027.90	\$27,641.14	\$7,386.76	\$2,336,123.26	
19	\$34,818.61	\$27,274.88	\$7,543.73	\$2,308,848.38	
20	\$35,256.72	\$28,041.57	\$7,215.15	\$2,280,806.81	
21	\$35,056.78	\$27,691.67	\$7,365.11	\$2,253,115.14	
22	\$35,176.01	\$27,900.32	\$7,275.69	\$2,225,214.82	
23	\$35,605.19	\$28,651.40	\$6,963.79	\$2,196,563.42	
24	\$35,419.49	\$28,326.42	\$7,093.07	\$2,168,237.00	
25	\$35,842.60	\$29,066.86	\$6,775.74	\$2,139,170.14	
26	\$35,666.61	\$28,758.87	\$6,907.74	\$2,110,411.27	
27	\$35,790.43	\$28,975.56	\$6,814.87	\$2,081,435.71	
28	\$36,782.45	\$30,711.59	\$6,070.86	\$2,050,724.12	
29	\$36,047.41	\$29,425.28	\$6,622.13	\$2,021,298.84	
30	\$36,454.84	\$30,138.28	\$6,316.56	\$1,991,160.56	
31	\$36,303.87	\$29,874.08	\$6,429.79	\$1,961,286.48	
	\$1,075,486.81	\$838,713.52	\$236,773.29		

Interest Buydown					
#	Int. Buydown	BND (65.00%)	Comm. (35.00%)		
1	\$11,666.67	\$7,583.34	\$4,083.33		
2	\$11,950.24	\$7,767.66	\$4,182.58		
3	\$11,847.06	\$7,700.59	\$4,146.47		
4	\$10,985.49	\$7,140.57	\$3,844.92		
5	\$11,632.66	\$7,561.23	\$4,071.43		
6	\$11,155.25	\$7,250.91	\$3,904.34		
7	\$11,417.92	\$7,421.65	\$3,996.27		
8	\$10,945.87	\$7,114.82	\$3,831.05		
9	\$11,199.98	\$7,279.99	\$3,919.99		
10	\$11,091.15	\$7,209.25	\$3,881.90		
11	\$10,627.26	\$6,907.72	\$3,719.54		
12	\$10,868.35	\$7,064.43	\$3,803.92		
13	\$10,410.02	\$6,766.51	\$3,643.51		
14	\$10,642.24	\$6,917.46	\$3,724.78		
15	\$10,529.21	\$6,843.99	\$3,685.22		
16	\$9,407.39	\$6,114.80	\$3,292.59		
17	\$10,292.98	\$6,690.44	\$3,602.54		
18	\$9,849.02	\$6,401.86	\$3,447.16		
19	\$10,058.31	\$6,537.90	\$3,520.41		
20	\$9,620.20	\$6,253.13	\$3,367.07		
21	\$9,820.14	\$6,383.09	\$3,437.05		
22	\$9,700.91	\$6,305.59	\$3,395.32		
23	\$9,271.73	\$6,026.62	\$3,245.11		
24	\$9,457.43	\$6,147.33	\$3,310.10		
25	\$9,034.32	\$5,872.31	\$3,162.01		
26	\$9,210.31	\$5,986.70	\$3,223.61		
27	\$9,086.49	\$5,906.22	\$3,180.27		
28	\$8,094.47	\$5,261.41	\$2,833.06		
29	\$8,829.51	\$5,739.18	\$3,090.33		
30	\$8,422.08	\$5,474.35	\$2,947.73		
31	\$567.62	\$368.95	\$198.67		
	\$307,692.28	\$200,000.00	\$107,692.28		



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: Great Plains Restorative Services, LLC				
Business Address: 1212 East Main Ave				
City: Bismarck		State: ND		Zip Code: 58501
Project Address: 1212 East Main Ave				
City: Bismarck		State: ND		Zip Code: 58501
Contact: Greg Lord				
Business Phone Number: 701-530-4000		Cell Number: 701-226-1869		
Federal Tax ID Number: 923505465				
E-Mail: gregory.lord@gprs.com				
COMPANY INFORMATION				
Has the company or any of the principals ever been involved in bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Plant/Facilities/Office Locations: Bismarck and Dickinson, ND				
Current Employees	Full-Time: 53	Avg. Salary:	Part-Time:	Avg. Salary:
Briefly outline employee benefits provided:				
Health, dental, vision, 401K match				
PRIMARY BANK ACCOUNT:				
Name: First Western Bank and Trust		Address: 304 East Front Ave		
Telephone: 701-222-9910		Contact Person: Ian MacDonald		
COMPANY ATTORNEY:				
Name: Kritin White		Address: 3336 East Chandler Heights Road Ste 117, Gilbert, AZ 85298-4263		
Telephone: 480-351-2837		Contact Person: Kristin White		
COMPANY BUSINESS/MARKETING CONSULTANT:				
Company Name: VGM Forbin		Address: 3336 East Chandler Heights Road Ste 117		
Telephone: 319-274-4430		Contact Person: Wendy Frost		

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									
Acquisition of/or improvements to building									\$600,000
Acquisition of machinery or equipment <input checked="" type="checkbox"/> new <input type="checkbox"/> used			\$185,000						\$185,000
Inventory Purchased					\$600,000				
Other	\$107,692.28		\$2,615,000		\$765,000				\$3,487,692.28
TOTALS:	\$107,692.28		2,800,000		\$1,365,000				\$4,272,692.28

Please describe any Sources and/or Uses listed above as Other

"Other" equity is made up of cash injections by ownership. Bank "other" was a debt refinance.

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 <small>(only for projected new employees)</small>
	FT:	PT:	FT:	PT:	FT:	PT:	FT:	PT:		
Professional	10	1	12	2	15	3	18	4	40.59	35.00
Managerial	3	2	5		5		5		55.21	45.00
Technical	11		12		15		18		27.61	25.00
Support Staff	33		37		38		39		24.76	22.00
TOTALS:	57	3	66	2	73	3	80	4	37.04	26.25

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.

Greg P Lord

04/11/2024

CEO

Signature of Officer of Applicant or Owner if Sole Proprietor

Date

Title



Legal Department

DATE: May 14, 2024

FROM: Jannelle Combs, City Attorney

ITEM: Ordinance 6576 regarding equipment of vehicles

REQUEST:

Public hearing on Ordinance 6576 regarding equipment of vehicles.

BACKGROUND INFORMATION:

The police department is requesting an ordinance change to make it clearer regarding the type of equipment violations that an owner could be cited within the City. Our ordinance refers to state law for those violations. This change would provide it in writing that both Century Code and the North Dakota Administrative Code apply for equipment requirements. This has been confusing for some citizens, and the Department would like to make it easier for citizens to understand.

RECOMMENDED CITY COMMISSION ACTION:

Hold public hearing on Ordinance 6576 and consider ordinance change.

STAFF CONTACT INFORMATION:

Jannelle Combs, City Attorney, 701-355-1342, jcombs@bismarcknd.gov

ATTACHMENTS:

1. Ord 6576

**CITY OF BISMARCK
ORDINANCE NO. 6576**

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

AN ORDINANCE TO AMEND CHAPTER 12-14 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO THE EQUIPMENT OF VEHICLES

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

Section 1. Amend. Section 12-14-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Equipment of Vehicles Other than Motorcycles is hereby amended to read as follows:

12-14-01. Equipment of Vehicles Other than Motorcycles. The provisions of NDCC Chapter 39-21 and ND Admin Code Chapter 37-12 and all subsequent amendments are hereby incorporated by reference in this ordinance. Any violation of those requirements relating to equipment of motor vehicles shall constitute a violation of this ordinance and is prohibited. Reference: Chapter 39-21, NDCC (1985 Supp.) and Chapter 37-12, ND Admin Code.

(Ord. 4954, 11-10-98; Ord. 6522, 09-27-22)

Section 2. Amend. Section 12-15-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Motorcycle Equipment is hereby amended to read as follows:

12-14-02. Motorcycle Equipment. The provisions of NDCC Chapter 39-27 and ND Admin Code Chapter 37-12 and all subsequent amendments are hereby incorporated by reference in this ordinance. Any violation of those requirements concerning equipment of motorcycles shall constitute a violation of this ordinance and is prohibited. Reference: Chapter 39-21, NDCC (1985 Supp.) and Chapter 37-12, ND Admin Code.

(Ord. 4954, 11-10-98; Ord. 6522, 09-27-22)

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall take effect after final passage, adoption and publication.



Administration Department

DATE: May 14, 2024

FROM: Kalen Ost, Communications Specialist

ITEM: Website Reface Demonstration

REQUEST:

Receive a presentation about the City of Bismarck's refaced website.

BACKGROUND INFORMATION:

On the afternoon of May 8, the City of Bismarck website completed a refacing project. This project was the culmination of work between the Communications Specialist and all of the City's departments. Moving forward, department sections on the site will be audited and reviewed with staff at least once a year by the Communications Strategist. From May 1, 2023, to May 1, 2024, the City of Bismarck website received 1,292,000 page views from 400,000 users via 709,000 sessions.

RECOMMENDED CITY COMMISSION ACTION:

Receive the presentation.

STAFF CONTACT INFORMATION:

Kalen Ost, Communications Specialist, kost@bismarcknd.gov

ATTACHMENTS:

None



Police Department

DATE: May 14, 2024

FROM: Dave Draovitch, Police Chief

ITEM: Police Department Recruitment and Retention Presentation

REQUEST:

Receive a presentation about current recruitment and retention issues the police department is facing.

BACKGROUND INFORMATION:

For several years, the police department has struggled to become fully staffed and fully trained. The Deputy Chiefs and I feel we have done internally pretty much everything we can do, so we are now seeking to inform the Board of City Commissioners of the actions we have taken and to offer some solutions for the Board to consider during the 2025 budget discussions.

RECOMMENDED CITY COMMISSION ACTION:

Receive the presentation and consider the information during the 2025 budget discussions.

STAFF CONTACT INFORMATION:

Dave Draovitch, Police Chief, 701-355-1866, ddraovitch@bismarcknd.gov

ATTACHMENTS:

1. Police Presentation - Recruitment and Retention

Bismarck Police Department

Recruitment and Retention Challenges

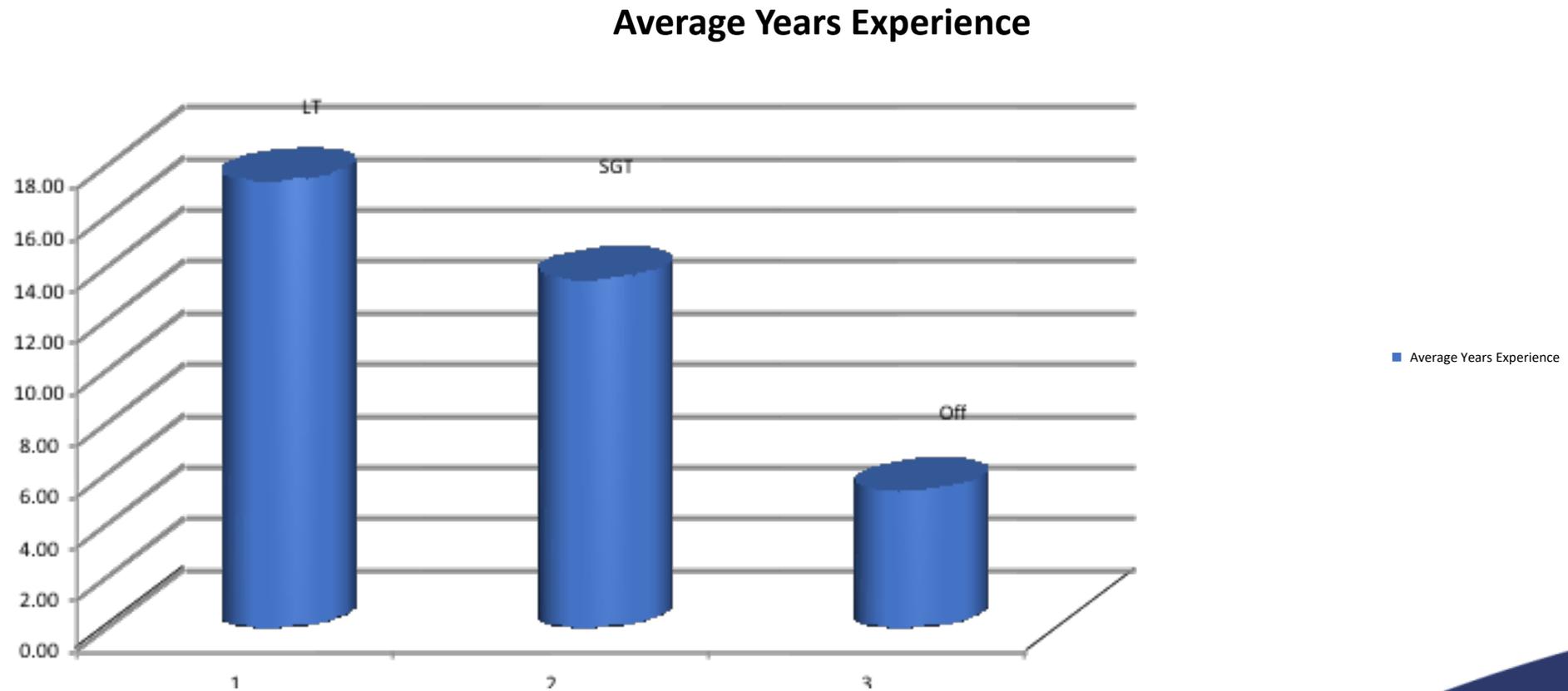
Police Department Current Status

- Currently 137 sworn officers authorized
 - Standard sized force for community this size
- Why we have and need 137 positions
- Turnover rate averages just over 10 officers per year the last six years
 - During the last six years seven officers returned
 - 2023 – 16 officers left with three returning
- We are down 12 positions currently.
- Explain length of time to train officer to be functional that hasn't been through the academy

Current Status Continued

- No end in sight, if no one resigned it would take 2+ years to get caught back up with the number of qualified applicants we have. This is based on applicant pool from recent interview processes and predicted length of time to make recruits functional.
- Leadership retirements in the next few years.
 - Chief position
 - Deputy Chief Position
 - 3 Lieutenants
 - 1 Sergeant

Current Longevity - Patrol



Recruitment Challenges

- Nationwide LE issues
 - Explain last two hiring processes (include civilian positions that are easy to fill)
 - Lack of applicants and qualified applicants
 - Radio ads – didn't help
 - Job fairs don't help
- 

Recruitment Challenges

- Bismarck Police Department Standards
 - We will not lower standards!
 - Some new officers realize the job is not for them
 - Some don't meet the standards and expectations
 - 19% washout rate for new recruits in last 9 years
 - Nationwide the washout rate is between 20% to 25%

Hiring History

- I started in March of 1989 – My number is 123
- 15 years later we were at number 210
 - Hired 87 officers during that period
- The last 15 years we have hired 206 officers
 - 136.78% increase from first 15 years to last 15 years of my career

Retention Challenges

- Competition that we have never experienced with agencies in the area including state and federal agencies.
 - Federal Agencies are targeting the best local officers and offering them positions locally
 - ND Highway Patrol is doing the same thing
 - ND BCI increased salary and pension to attract larger agencies investigators
 - Most exit interviews – it comes down to salary in most cases
- 

Retention Challenges

- National Narrative
 - Job satisfaction – sense of purpose (are we making a difference), offenders are not being held accountable
 - Officer Safety issues dealing with repeat offenders, some with firearms.
- 

Who left and why

- Detective 1 – 10 years experience
 - ND BCI
- Detective 2 – 8 years experience
 - ND BCI
- Officers 1&2 – 4-6 years of experience
 - DEA

Consequences

- Less experienced and trained police force = Higher city liability more negative press and less public confidence
- Increased citizen complaints (Response time slows, etc.)
- Burnout – not able to take comp time, always operating at minimum manpower, unable to staff power shift, increased response time.
- Training denied due to lack of personnel – need them for minimum manpower
- Possibility of specialized team reductions
- Decreased officer safety
- OT funds used - see next slide

2023 OT Expense

- \$541,767

Which services would we be willing to cut and what are the consequences of doing that?

- Law enforcement has had to expand beyond just going to related police calls. This is to provide better community relationships and a trusted police force
 - Crime Prevention/Community Engagement – 2 officers
 - School Resource Officers – 9 officers
 - Airport – 5 Officers
 - Etc.
- 

Solutions – What we are doing

- We are as accommodating as we can be
 - Adjusting schedules and shifts
 - While being available 24/7/365
 - Making officer wellness a priority
 - Peer support program
 - Wellness grant applied for and awarded
 - Sanford Power
 - Meeting with Prosecutors and Judges about offender accountability
- 

Solutions

- Potentially add more non-sworn community service officers to relieve the pressure on patrol.
 - Easier to hire, lower employment costs
 - **will have to research on how much authority they can have and do to alleviate duties from patrol.
- Develop a Career Path
 - We currently have a Master Police Officer Position
 - Need to consider this a promotion instead of just a change in grade
 - Research with HR possible other steps
 - Field Training Officer, Investigator, Crash Reconstructionist etc.
- Research technology that can assist in addressing staffing issues
 - Drones?
 - Real Time Crime Center?

Solutions - Compensation

- We need to be more competitive with our competition regarding salary.
- We are competitive with our benefit package
- Consider a 5% raise after successful six months of service to avoid compression issues
 - This was in effect when I started here but I don't know when or why the City quit this practice.
- Signing bonus for new employee, recruitment bonus for employee who refers a successful candidate
- Goal is to allow a performing officer to achieve the top of the pay scale in 12 years.



Engineering Department

DATE: May 14, 2024

FROM: Gabe Schell, City Engineer

ITEM: Elk Ridge Third Addition MOU

REQUEST:

Consider approval of a Memorandum of Understanding with Bismarck Parks and Recreation District and Bismarck North Developers LLC., regarding Elk Ridge Third Addition.

BACKGROUND INFORMATION:

The City of Bismarck owns and operates a sanitary sewer lift station in Eagle Crest Addition in northwest Bismarck addressed as 1406 Eagle Crest Loop. The City's long term goal is to decommission this lift station and extend a gravity sewer main from Eagle Crest Loop to Marsh Hawk Dr within Elk Ridge Third Addition. The Developer of Elk Ridge Third Addition would be willing to incorporate the construction of the necessary embankment that will connect the future gravity sewer main between Eagle Crest Loop and Marsh Hawk Dr as part of their overall development grading.

This MOU would allow the City to recognize the value of the embankment construction and apply a credit against the utility capital charges the Developer will owe. The MOU also commits Bismarck Parks and Recreation District, as the owner some of the property between Eagle Crest Loop and Marsh Hawk Dr, to grant easements to the City and the Developer to construct this embankment initially and in the future, grant sanitary sewer easements to the City at such time the decommissioning of the lift station commences.

Bismarck Parks and Recreation District would consider this at their May 16, 2024, meeting.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Memorandum of Understanding with Bismarck Parks and Recreation District and Bismarck North Developers LLC regarding Elk Ridge Third Addition contingent on those parties' concurrence.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Park District of the City of Bismarck, a park district under the laws of the State of North Dakota, 400 East Front Avenue, Bismarck, North Dakota 58504 ("**Parks**"), the City of Bismarck, a municipal corporation under the laws of the State of North Dakota, 221 North 5th Street, Bismarck, North Dakota 58501 ("**City**"), and Bismarck North Developers LLC, 555 Hwy 1804 NE, Bismarck, ND 58503 ("**Developer**") agree as follows:

Whereas, City is the owner of the Eagle Crest sanitary sewer lift station located on Lot 31, Block 1 Eagle Crest Addition, and desires to decommission the lift station at a future date and discharge the sanitary sewer through a gravity sewer main to be constructed upon Lot 31, Block 1 Eagle Crest Addition; Lot 20, Block 1 Eagle Crest Addition; and Lots 48 and 50, Block 3 Elk Ridge Third Addition to a proposed manhole located on Marsh Hawk Drive; and

Whereas, Parks is the owner of Lot 20, Block 1 Eagle Crest Addition and will be the owner of Lots 48 and 50, Block 3 Elk Ridge Third Addition through their acceptance of donated land Developer approved at the June 17, 2021 Board of Park Commissioners meeting; and

Whereas, Developer desires to construct municipal infrastructure to serve Elk Ridge Third Addition and would be subject to Utility Capital Charges (UCC) imposed by the City; and

Whereas, Developer has privately bid and awarded an earthwork grading project that will construct an embankment for the future sanitary sewer main, including the installation of a storm sewer and appurtenances to remove local drainage behind the embankment and connect to an existing storm sewer located within an existing stormwater and drainage easement to City on Lot 20, Block 1 Eagle Crest Addition and Lot 50, Block 3, Elk Ridge Third Addition; and

Whereas, it is in the public interest to coordinate efforts between the political subdivisions serving the community.

Therefore, be it resolved Developer agrees to construct an embankment and storm sewer as shown on the attached exhibit; and

City agrees to apply credit to the UCC for the petitioned property in Elk Ridge Third Addition based on the contracted cost to install the embankment and storm sewer as shown in the attached exhibit in addition to other credits applied to the UCC related to other eligible improvements as part of the City's normal course of business; and

Parks agrees to grant temporary construction easements to the City and Developer within Lot 20, Block 1 Eagle Crest Addition to construct the embankment and storm sewer as shown in the attached exhibit; grant stormwater and drainage easements to the City within Lot 20, Block 1 Eagle Crest Addition for maintenance of the improvements; and when the sewer lift station on Lot 31, Block 1, Eagle Crest Addition is decommissioned, Parks will grant sanitary sewer easements and temporary construction easements across Lot 20, Block 1 Eagle Crest Addition.

Effective Agreement and Assignment. This Agreement shall become effective and shall be binding upon the parties only after it has been executed by all the parties. This Agreement may not be assigned without the consent of the parties.

Entire Agreement; Modification. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

Binding Effect. All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. When used herein, the singular shall include the plural, the plural shall include the singular.

Controlling Law. This Agreement has been made and entered into under the laws of the state of North Dakota and said laws shall control its interpretation.

Time of Essence. Time is of the essence as to all dates and time periods set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

PARKS:

Park District of the City of Bismarck

Dated this _____ day of _____, 2024.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Kevin Klipfel
Executive Director

Michael Gilbertson, President
Board of Park Commissioners

CITY:

City of Bismarck

Dated this _____ day of _____, 2024.

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Jason Tomanek
City Administrator

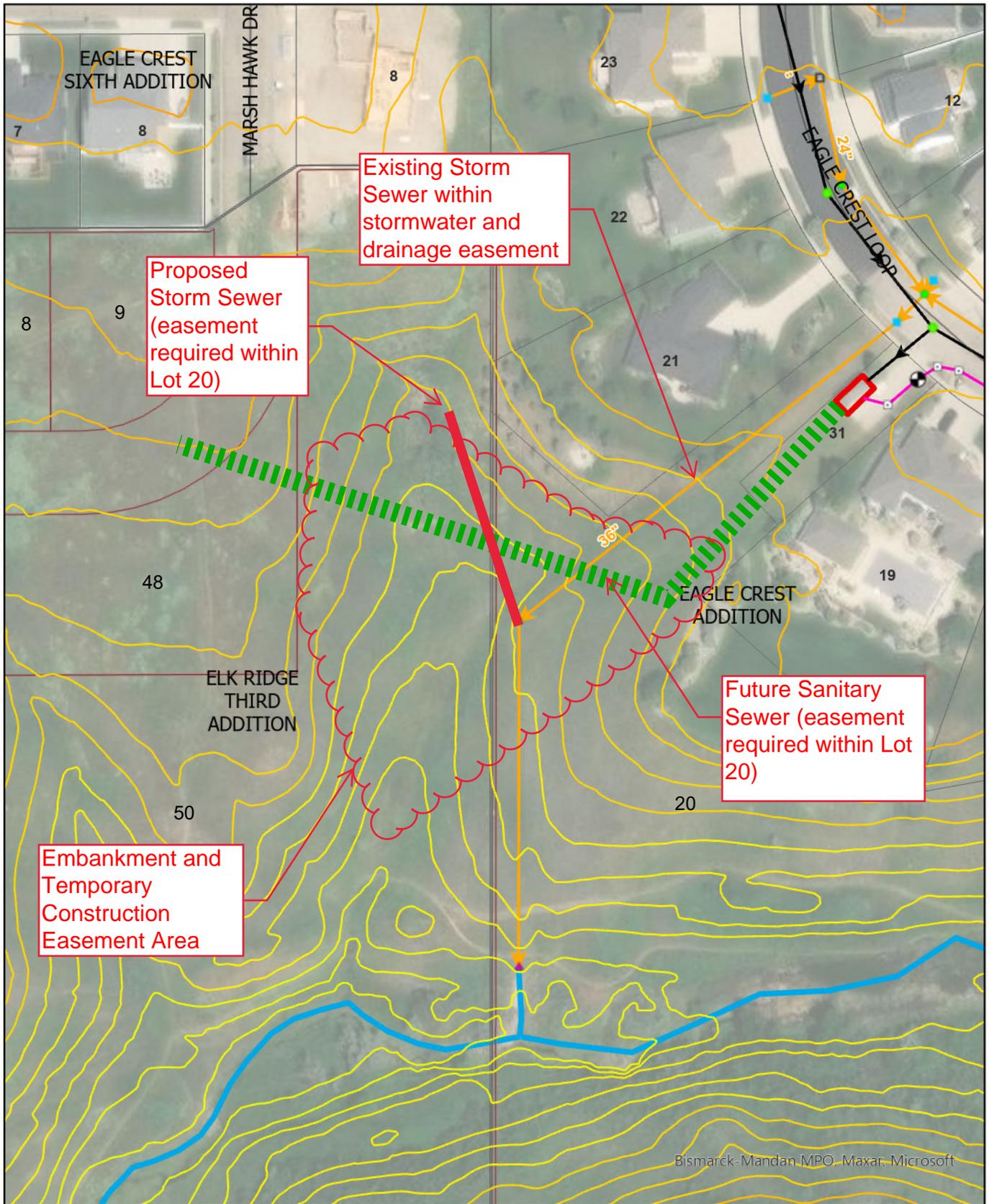
Michael T. Schmitz, President
Board of City Commissioners

DEVELOPER:

Bismarck North Developers, LLC

Dated this _____ day of _____, 2024.

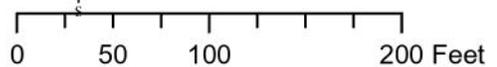
Ron Knutson
President, Bismarck North Developers, LLC



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



Date: 4/23/2024





Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Western ND pH Stabilizer Storage Facility

REQUEST:

Consider the request for approval to negotiate a joint powers agreement with other western North Dakota water systems to seek funding and construction of a regional pH stabilizer storage facility.

BACKGROUND INFORMATION:

The water systems in western ND have a common issue with the shortages in delivery of a pH stabilizer (food grade carbon dioxide) that is required for production of safe drinking water. The water systems noted below have repeatedly shared concerns with the stability of delivery of pH stabilizer and thus have been working together to identify solutions to this shared issue. This proposed regional storage facility leverages a common need between communities and water systems to reduce costs through economy of scale. The proposed project is based on a joint pH stabilizer storage facility that could provide service to the rural and municipal facilities of Southwest Water Authority, Northwest Area Water Supply/Minot, Bismarck, Mandan, Jamestown and Western Area Water Supply/Williston.

This project will be submitted for cost-share of 60-75% with the State Water Commission.

RECOMMENDED CITY COMMISSION ACTION:

Approve to negotiate a joint powers agreement with other western North Dakota water systems to seek funding and construction of a regional pH stabilizer storage facility.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

None



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Adoption of Industrial Pretreatment Program Local Limits

REQUEST:

Consider the request for approval of adoption of local limits specific to the Bismarck Wastewater Treatment Plant.

BACKGROUND INFORMATION:

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 and are regulated by the Environmental Protection Agency (EPA). The attached local limits for adoption are the same that were presented at the April 23, 2024 City Commission meeting and the public meeting held on April 30, 2024 at 2:00 pm. Several stakeholders attended the public meeting and there was good discussion. Stakeholders provided no comments nor recommendation for changes to the proposed local limits.

The adoption of these local limits will lead to required updates to the Title 11.1 Ordinance for the Industrial Pretreatment Program for the City of Bismarck. City access to commercial businesses will be required moving forward for commercial discharges to the wastewater treatment plant. The development of this ordinance will take the next few months and will include public meetings.

RECOMMENDED CITY COMMISSION ACTION:

Approve adoption of local limits specific to the Bismarck Wastewater Treatment Plant.

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaaraujo@bismarcknd.gov

ATTACHMENTS:

1. Bismarck Local Limits

Bismarck's proposed local limits include a few changes

- Based on local limits technical evaluation, proposed changes are **in bold**:

POC	Proposed Daily Local Limit (mg/L)	Proposed Monthly Local Limit (mg/L)
Arsenic	2.08	1.03 (contributory IUs) 0.15 (non-contributory IUs)
Cadmium	0.09	0.09
Chromium (Total)	4.39	4.39
Copper	2.50	2.50
Lead	0.94	0.65
Mercury	0.06	0.05
Molybdenum	--	0.73
Nickel	0.79	0.79
Selenium	0.20	0.20
Silver	0.94	0.94
Zinc	7.93	3.68
pH	Shall remain between 6.0 and 11.0 S.U.	
Oil and Grease	Shall be ≤ 150 mg/L	



Public Works Utility Operations

DATE: May 14, 2024

FROM: Michelle Klose, Director Public Works Utilities

ITEM: Projects for ND Department of Water Resources Water Development Plan

REQUEST:

Receive update on proposed projects to be included in the Water Development Plan for the ND Department of Water Resource upcoming legislative budget.

BACKGROUND INFORMATION:

The Department of Water Resources has developed a Water Development Plan to be used for the next legislative session to support project funding. Utility Operations has provided the following projects to the ND Department of Water Resources:

Project	Budget	Grant
pH Stabilizer Storage	\$6,300,000	\$3,800,000
Lockport Reservoir	\$9,200,000	\$5,500,000
Cast Iron Water Main Replacement	\$13,200,000	\$7,900,000
South Bismarck Flood Protection	\$54,600,000	\$20,500,000
Total		\$37,700,000

Proposed projects must be submitted as part of the Water Development Plan for the 2025-2027 biennium to be considered for funding. There will be basin-wide meetings to discuss projects and provide sponsor support. The Lower Missouri Basin meeting will be held in Bismarck on June 24, 2024 at 3:00 pm at the Bank of North Dakota.

RECOMMENDED CITY COMMISSION ACTION:

Support proposed projects to be included in the Water Development Plan for the ND Department of Water Resource upcoming legislative budget

STAFF CONTACT INFORMATION:

Amber Araujo, Executive Assistant, 701-355-1739, aaraujo@bismarcknd.gov

ATTACHMENTS:

1. 2025 - 2027 Bismarck Lockport Project
2. 2025 to 2027 pH Stabilizer Storage

3. 2025 to 2027 South Bismarck Flood Protection
4. 2025 to 2027 Cast Iron Watermains

Project Information and Planning Submission

Received : 5/1/24

Project Name : Lockport Reservoir

Local Sponsor : City of Bismarck

Location : Bismarck, ND

Benefitting Basin : Lower Missouri

Type of Request : Project Study

Update Existing Project :

Project Type : Water Supply (Municipal)

Description : The City of Bismarck (City) is growing at a steady pace and is need of additional water infrastructure. The Growth Management Plan predicts that over the next 30-plus years, significant growth will occur north of I-94. Based on previous water distribution planning completed by the City, much of this growth area will be served by the existing Lockport Pump Station and proposed Ground Storage Reservoir.

The proposed reservoir and current pump station will provide water to a large portion of northern Bismarck and is a culmination of twenty-five years of water system planning. This current service area of the Lockport site is known as Zone 3 and Zone 4, and the addition of the reservoir will also provide storage for Zones 3 &4, along with Zone 2. Flows and water storage from Lockport will supplement the existing pump stations in Zones 2-4 by providing additional capacity and redundancy for the continued growth. The project is on a city-owned site at the intersection of 43rd Avenue and Highway 83.

The project will include a 2 MGD reservoir, finished with similar features as the existing pump station located on the site. The project will also include additional pumping capacity at the existing pump station, site grading, landscaping, installation of interconnection pipes, electrical service, and backup power.

Problem or Need

Addressed : The Lockport Reservoir and Pump Station will be a critical hub for distributing water to a large portion of northern Bismarck for decades into the future. The construction of the reservoir will allow expansion and full use of the current pump station.

Project Information and Planning Submission

Received : 5/1/24

Project Name : Lockport Reservoir

Local Sponsor : City of Bismarck

Location : Bismarck, ND

- Yes No N/A : Has a feasibility study been completed?
- Yes No N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- Yes No N/A : Does this project mitigate low head dam roller effects?
- Yes No N/A : Does this project involve new connections between communities and rural/regional systems?
- Yes No N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- Yes No N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- Yes No N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- Yes No N/A : Is this project a dam safety repair or emergency action plan?
- Yes No N/A : Is this project an expansion of an existing water supply system?
- Yes No N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- Yes No N/A : Is this an irrigation system construction project?
- Yes No N/A : Is this a new rural flood control project?
- Yes No N/A : Is this a bank stabilization project?
- Yes No N/A : Is this a snagging and clearing project located in a population center?
- Yes No N/A : Is this a mainstreet-initiative related project?
- Yes No N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering design?
- Yes No N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- Yes No N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- Yes No N/A : Is this an individual rural or farmstead ring dike construction project?
- Yes No N/A : Is this project a replacement of existing infrastructure?
- Yes No N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 4/26/24

Project Name : Western ND WTP pH Stabilizer Storage Facility

Local Sponsor : City of Bismarck (Other municipalities and water systems listed below)

Location : Burleigh, Bismarck, ND; WTP Facility Site-River Road

Benefitting Basin : Lower Missouri

Type of Request : Project Study

Update Existing Project :

Project Type : Water Supply (Regional)

Description : The water systems in western ND have a common issue with the shortages in delivery of a pH stabilizer (food grade CO₂) that is required for production of safe drinking water. The water systems noted below have repeatedly shared concerns with the stability of delivery of CO₂ and thus have been working together to identify solutions to this shared issue. This proposed regional storage facility leverages a common need between communities and water systems to reduce costs through economy of scale. The proposed project is based on a joint CO₂ storage facility that could provide service to the rural and municipal facilities of Southwest Water Authority, Northwest Area Water Supply/Minot, Bismarck, Mandan, Jamestown and Western Area Water Supply/Williston. This submittal is based on a 60% Cost Share, due to the multiple water system's supporting and taking part in this project a blended rated cost share rate between 60% and 75% may requested based on the final storage capacity need agreed to by each system.

Problem or Need

Addressed : A joint CO₂ storage facility would be constructed on the City of Bismarck Water Treatment Plant facility site and would consist of the following: 400 ton storage vessel, vessel foundation, site grading improvements including retaining wall, delivery and hauling access road and approaches, facility fence and access control gates, electrical, and vessel control system. Preliminary site location would locate storage facility directly north of existing WTP on City of Bismarck property. Option to locate facility within the current City of Bismarck WTP facility site to be evaluated during design. An alternative location within the existing facility area also being considered is on the east side of the site, near the existing electrical substation.

Systems currently supporting this shared facility include:

Southwest Water Authority - CEO Jen Murray; Grace Rixen-Handford - WTP Manager; Perry Grammond, WTP Assistant Manager

City of Williston / Western Area Water Supply - Jeffrey Bryson, WTP Superintendent

City of Minot / Northwest Area Water Supply - Mark Paddock, WTP Superintendent; Jeff Sorenson, Utilities Director

City of Bismarck - Jason Tomanek, City Administrator; Michelle Klose, Director of Utilities; Jim Kershaw - WTP Superintendent, Current ND AWWA Section Chairman

City of Mandan - Duane Friesz, WTP Superintendent

Jamestown - Joe Rowell, WTP Superintendent

Project Information and Planning Submission

Received : 4/26/24

Project Name : Western ND WTP pH Stabilizer Storage Facility

Local Sponsor : City of Bismarck (Other municipalities and water systems listed below)

Location : Burleigh, Bismarck, ND; WTP Facility Site-River Road

- Yes No N/A : Has a feasibility study been completed?
- Yes No N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- Yes No N/A : Does this project mitigate low head dam roller effects?
- Yes No N/A : Does this project involve new connections between communities and rural/regional systems?
- Yes No N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- Yes No N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- Yes No N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- Yes No N/A : Is this project a dam safety repair or emergency action plan?
- Yes No N/A : Is this project an expansion of an existing water supply system?
- Yes No N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- Yes No N/A : Is this an irrigation system construction project?
- Yes No N/A : Is this a new rural flood control project?
- Yes No N/A : Is this a bank stabilization project?
- Yes No N/A : Is this a snagging and clearing project located in a population center?
- Yes No N/A : Is this a mainstreet-initiative related project?
- Yes No N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering design?
- Yes No N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- Yes No N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- Yes No N/A : Is this an individual rural or farmstead ring dike construction project?
- Yes No N/A : Is this project a replacement of existing infrastructure?
- Yes No N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 4/29/24

Project Name : South Bismarck Flood Control Project

Local Sponsor : City of Bismarck

Location : Bismarck

Benefitting Basin : Lower Missouri

Type of Request : Project Study

Update Existing Project :

Project Type : Flood Control

Description : The city of Bismarck is in need of improvements to address pending changes to the Federal Emergency Management Agency (FEMA) regulatory floodplain determined as part of the ongoing Burleigh County, ND RiskMAP Project. Approximately 950 structures will be impacted by the pending changes to the regulatory floodplain.

The purpose of the project is to implement flood risk reduction measures that will provide FEMA-accredited flood protection. In order to provide FEMA-accredited protection under 44 CFR §65.10, the selected alternative must protect the properties against riverine flooding from the Missouri River and also interior flooding on the landside of the levee systems. To meet the requirements of 44 CFR §65.10 and remove the mandatory flood insurance requirements in the future, the interior drainage conveyance systems must also be able to reduce interior flooding and minimize structures affected.

Problem or Need

Addressed : The project will be designed to provide FEMA-accredited flood protection under 44 CFR §65.10. The primary project components of this project will generally consist of the following:

- South Washington Street Pump Station and Gate Structure
- Sertoma Park Pump Station and Gate Structure
- Sertoma Park detention pond - Conveyance improvements
- Sertoma Park River Outlet

Project Information and Planning Submission

Received : 4/29/24

Project Name : South Bismarck Flood Control Project

Local Sponsor : City of Bismarck

Location : Bismarck

- Yes No N/A : Has a feasibility study been completed?
- Yes No N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- Yes No N/A : Does this project mitigate low head dam roller effects?
- Yes No N/A : Does this project involve new connections between communities and rural/regional systems?
- Yes No N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- Yes No N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
- Yes No N/A : Does this project protect from flooding, or involve flood recovery property acquisitions?
- Yes No N/A : Is this project a dam safety repair or emergency action plan?
- Yes No N/A : Is this project an expansion of an existing water supply system?
- Yes No N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- Yes No N/A : Is this an irrigation system construction project?
- Yes No N/A : Is this a new rural flood control project?
- Yes No N/A : Is this a bank stabilization project?
- Yes No N/A : Is this a snagging and clearing project located in a population center?
- Yes No N/A : Is this a mainstreet-initiative related project?
- Yes No N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering design?
- Yes No N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- Yes No N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- Yes No N/A : Is this an individual rural or farmstead ring dike construction project?
- Yes No N/A : Is this project a replacement of existing infrastructure?
- Yes No N/A : Is this a snagging and clearing project in a sparsely populated area?

Project Information and Planning Submission

Received : 5/1/24

Project Name : Cast Iron Watermain Replacement

Local Sponsor : City of Bismarck

Location : BISMARCK

Benefitting Basin : Lower Missouri

Type of Request : Project Study

Update Existing Project :

Project Type : Water Supply (Municipal)

Description : The cast iron watermain in this project is mostly 6" with some 8", 10" & 12" watermains that are 75-100 years old and have deteriorated in inside diameter because of rust tubercles in some instances narrowing the inside diameter of the pipe to roughly a 2" opening, seriously effecting the ability to deliver the volume of water needed and lowering water pressure to residents during high volume usage. Also creating water quality issues in the form of rusty water being delivered to homes during these high volume timeframes.

Problem or Need

Addressed : By replacing the old deteriorating watermain pipes with the narrowed interior diameter with new PVC or HDPE pipe, this restores the water system in this area to the original design capacity needed to serve the homes in this area thus eliminating pressure drops and rusty water issues during high volume usage.

Project Information and Planning Submission

Received : 5/1/24

Project Name : Cast Iron Watermain Replacement

Local Sponsor : City of Bismarck

Location : BISMARCK

- Yes No N/A : Has a feasibility study been completed?
- Yes No N/A : Is this project federally authorized water supply or flood control with federal funding appropriations?
- Yes No N/A : Does this project mitigate low head dam roller effects?
- Yes No N/A : Does this project involve new connections between communities and rural/regional systems?
- Yes No N/A : Does this project correct a violation of a primary water quality condition in a water supply system?
- Yes No N/A : Does this project address supply shortages for domestic use in areas with rapid population growth?
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- Yes No N/A : Is this project a dam safety repair or emergency action plan?
- Yes No N/A : Is this project an expansion of an existing water supply system?
- Yes No N/A : Is this project a levee system accreditation, water retention, or flood protection property acquisition?
- Yes No N/A : Is this an irrigation system construction project?
- Yes No N/A : Is this a new rural flood control project?
- Yes No N/A : Is this a bank stabilization project?
- Yes No N/A : Is this a snagging and clearing project located in a population center?
- Yes No N/A : Is this a mainstreet-initiative related project?
- Yes No N/A : Is this project a study, report, analysis, survey, model, evaluation, mapping project, or engineering design?
- Yes No N/A : Is this project an improvement or extraordinary maintenance of a water supply system?
- Yes No N/A : Is this an improvement or extraordinary maintenance of a rural flood control project?
- Yes No N/A : Is this an individual rural or farmstead ring dike construction project?
- Yes No N/A : Is this project a replacement of existing infrastructure?
- Yes No N/A : Is this a snagging and clearing project in a sparsely populated area?

