



Board of City Commissioners

June 9, 2026

Tom Baker Meeting Room	City/County Office Building	5:15 PM
	221 N. 5th St.	
	Bismarck, ND 58501	

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 by 3:30 PM on the day of the meeting. Please include the item number that your comment references. The comments will be sent to the members and placed with the minutes.

Live meeting coverage is available on Government Access Channels 2 & 602HD, RadioAccess 102.5 FM Radio, or streaming on multiple platforms, including DakotaMediaAccess.org and [Facebook LIVE](https://www.facebook.com/BismarckCityCommission).

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

CALL TO ORDER

FUTURE COMMISSION MEETINGS

June 23, 2026
July 14, 2026 & July 28, 2026
August 11, 2026 & August 25, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. PROCLAMATION

- A. Britta Curl-Salemme
- B. David St. Peter

2. PUBLIC COMMENT

Restricted to items on the Consent Agenda, Regular Agenda, or the Prior City Commission Agenda excluding public hearing items.

- A. [Public Comment Policy](#): Restricted to items on the Consent Agenda, Regular Agenda, or the Prior City Commission Agenda, excluding public hearing items.

3. **CONSENT AGENDA**

- A. Consider approval of minutes
- B. Consider approval of personnel actions
- C. Consider approval of expenditures
- D. Consider the request for approval from the Administration Department for the following:
 - 1. Gaming site authorization renewals.
- E. Consider the request for approval from the Bismarck Airport for the following:
 - 1. Development Agreement and Ground Lease Agreement with Infinity Aviation LLC for Hangar Development.
 - 2. Sponsorship for the National Association of State Aviation Officials (NASAO) 2026 Annual Conference.
- F. Consider the request for approval from the Bismarck-Burleigh Public Health Department for the following:
 - 1. Permission to apply for BisMan Community Foundation Grant.
 - 2. Permission to apply for North Dakota Health and Human Services Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Community Block Grant Funding for 2026-2029.
- G. Consider the request for approval from the Engineering Department for the following:
 - 1. Close Avenue A between 24th Street and 25th Street on August 28, 2026, from 1:00 PM to 9:00 PM for an event hosted by Grace Lutheran Brethren Church.
 - 2. Close 4th Street from Broadway Avenue north to the parking ramp driveway and also the Broadway Avenue parking lane east of 4th Street on Thursdays from July 9, 2026, through August 13, 2026, from 6:00 AM to 7:00 PM.
 - 3. Close 4th Street between Rosser Avenue and Avenue A on August 29, 2026, from 2:30 PM to 7:00 PM for the 3rd annual Block Party on 4th community event.
 - 4. Resolutions for declaring petitions have been received, creating the district, ordering the preparation of the engineer's report, approving the engineer's report, and directing the preparation of the plans and specifications for Park Improvement District No. PI 007.

5. Amendment No. 5 with Apex Engineering Group, Inc. for design services related to the Federal Emergency Management Agency (FEMA) South Bismarck Flood Control Project.
 6. Resolution approving contracts and bonds for previously awarded special assessment projects.
 7. Dedication and acceptance of a sidewalk easement at 707 Airport Road.
- H. Consider the request for approval from the Bismarck Veterans Memorial Public Library for the following:
1. Appointment of Brent Ekstrom and Cecile Wehrman to serve three-year terms on the Library Board of Directors.
- I. Consider the request for approval from the Planning Department for the following:
1. Permission for Bis-Man Transit to submit Section 5339 SFY2027 Mid-Year Grant Application.
 2. Permission for Bis-Man Transit to purchase the REI bus camera system upgrades.
 3. Graham Addition, a minor subdivision final plat, where the Planning and Zoning Commission recommends approval.
 4. Vacate platted setback lines in Stein's Fourth Addition.
 5. Introduction of and call for a public hearing on Ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way, where the Planning and Zoning Commission recommends approval.
 6. Introduction of and call for a public hearing on Ordinance 6670, a zoning map amendment from the A – Agricultural zoning district to the R10 – Residential and P – Public zoning district, and major subdivision final plat titled Boulder Ridge Eighth Addition, where the Planning and Zoning Commission recommends approval.
 7. Introduction of and call for a public hearing on a major subdivision final plat titled Clear Sky Second Addition and Ordinance 6671, a zoning map amendment from the R5 – Residential and A – Agricultural zoning districts to the R5 – Residential zoning district, where the Planning and Zoning Commission recommends approval.
- J. Consider the request for approval from the Public Works - Service Operations Department for the following:

1. Permission to donate or dispose of outdated Traffic Signal Controllers and Malfunction Management Units (MMU) to interested city governments within North Dakota.
 2. Permission to approve change orders and amendment to contracts for the Library Restroom Renovation.
- K. Consider the request for approval from the Public Works - Utility Operations Department for the following:
1. Task Order No. 8 with Apex Engineering for Collection System Master Planning.

4. REGULAR AGENDA

- A. Consider the request from the Bis-Man Transit Board to establish a Bus Voucher Program.
- B. Consider the recommendation from the Vision Fund Committee to support a Flex PACE program interest buy-down for Maxamized Chiropractic.
- C. Public hearing on Ordinance 6665, a zoning map amendment from the A – Agricultural and MA – Industrial zoning districts to the MA – Industrial zoning district, Ordinance 6666, an annexation, and JMAC Industrial Second Addition, a major subdivision final plat.
- D. Public hearing on Ordinance 6667 to amend Section 12-03-08 of the City of Bismarck Code of Ordinances relating to Violations of Registration Provisions and to enact Section 12-05-12 of the City of Bismarck Code of Ordinances relating to Speed in School Zone.
- E. Public hearing on Ordinance 6668 to amend Title 7-01 of the City of Bismarck Code of Ordinances, relating to purchasing thresholds.
- F. Consider the request to release part of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition.

5. OTHER BUSINESS

ADJOURN



Bismarck

PROCLAMATION

WHEREAS, Britta Curl-Salemme, a proud native of Bismarck, North Dakota, has distinguished herself through extraordinary athletic achievement, community spirit, and national representation; and

WHEREAS, Britta's hockey career began with the Bismarck Blizzard in high school, where across five seasons she amassed 189 goals and 116 assists, leading the team to four straight state championships (2015-2018) and earning recognition as the state's leading scorer in both her sophomore and junior seasons; and

WHEREAS, she continued her excellence at the University of Wisconsin with three NCAA national titles, progressed in professional play with the Minnesota Frost, and captured the PWHL Walter Cup; and

WHEREAS, at the 2026 Milano Cortina Winter Olympic Games, Britta made her Olympic debut appearing in all 7 games, recording 1 goal and 5 assists for a total of 6 points, and posting a strong +6 plus/minus rating, with her five assists tying her for sixth among all tournament players; and

WHEREAS, her contributions were part of Team USA's gold-medal performance, sweeping through the tournament and showcasing our hometown hero's skill on the world stage; and

WHEREAS, Britta Curl-Salemme's perseverance, leadership, and commitment to excellence continue to uplift the Bismarck community and inspire young athletes across North Dakota.

THEREFORE, BE IT RESOLVED that I, Michael Schmitz, Mayor of the City of Bismarck, on behalf of this City Commission, do hereby proclaim June 18th, 2026, as **"Britta Curl-Salemme Day"** and encourage all residents to join in celebrating her achievements, hometown roots, and ongoing legacy as a champion on and off the ice.

Signed this 9th day of June 2026.

Michael Schmitz, Mayor
Bismarck Board of City Commissioners



Bismarck

PROCLAMATION

WHEREAS, Dave St. Peter, born January 3, 1967, in Bismarck, North Dakota, is a distinguished alumnus of St. Mary’s Central High School in Bismarck and the University of North Dakota; and

WHEREAS, Mr. St. Peter began his illustrious career with the Minnesota Twins in 1990 as an intern and rose to serve as the team’s President and CEO from 2002 until March of 2025, guiding the franchise through its most successful era—including orchestrating the construction and opening of Target Field and achieving record-high attendance figures; and

WHEREAS, he has remained deeply connected to his Bismarck roots, instilling a lifelong love of baseball fostered during family trips to Metropolitan Stadium—experiences Mr. St. Peter has credited as foundational to both his personal and professional development; and

WHEREAS, on June 25, 2026, Mr. St. Peter returns to his hometown to honor the city’s baseball legacy by signing a one-day contract as President of the Bismarck Larks, spearheading “Twins Night” at Municipal Ballpark in Bismarck; and

WHEREAS, Mr. St. Peter’s leadership will transform the evening into a celebration of local history—appointing Twins legend Tim Laudner as field manager, re-branding the club for one night as the Bismarck-Mandan Pards in homage to the 1962–1964 Class C affiliate, and outfitting players in commemorative throwback uniforms; and

WHEREAS, Mr. St. Peter will further give back to the community by offering 100 free VIP tickets to youth baseball players in Bismarck, Mandan, and Lincoln, including a pre-game meet-and-greet with one of Bismarck’s most illustrious sons.

THEREFORE, BE IT RESOLVED that I, Michael Schmitz, Mayor of the City of Bismarck, on behalf of this Commission, do hereby welcome home Dave St. Peter, and proclaim June 25, 2026, Dave St. Peter Day in Bismarck.

Signed this 9th day of June 2026.

Michael Schmitz, Mayor
Bismarck Board of City Commissioners



MEETING OF THE BOARD OF CITY COMMISSIONERS

5/26/2026 - MINUTES

CALL TO ORDER

The Board of City Commissioners met on May 26, 2026, at 5:15 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota. Commissioners Connelly, Cleary, Risch, Zenker, and Mayor Schmitz were present.

FUTURE COMMISSION MEETINGS

June 9, 2026 & June 23, 2026
July 14, 2026 & July 28, 2026
August 11, 2026 & August 25, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. AWARD PRESENTATION

A. Historic Preservation Award

Lauren Oster presented the Historic Preservation Award to Chris Anderson in recognition of educating and raising awareness of the history of Bismarck through the presentation of the History of the Bismarck Fire Department.

2. PUBLIC COMMENT

A. [Public Comment Policy](#): Restricted to items on the Consent Agenda, Regular Agenda, or the Prior City Commission Agenda, excluding public hearing items.

No public comment was received.

3. CONSENT AGENDA

Commissioner Zenker moved to approve the Consent Agenda as presented and Commissioner Risch seconded.

Discussion:

- Commissioner Connelly stated that he is not going to pull item D.3., but he will approve the whole consent agenda excluding item D.3. and he will vote accordingly.

- Commissioner Risch questioned a no vote for the entire Consent Agenda and asked if the item should be pulled for a separate vote.
- Mayor Schmitz consulted City Attorney Julie Mees, and she confirmed that a unanimous approval vote was not required for consent agenda items.

Upon a roll call vote, Commissioners Zenker, Clear, Risch, and Mayor Schmitz voted aye. Commissioner Connelly voted nay. M/C.

A. Consider approval of minutes

B. Consider approval of personnel actions

C. Consider approval of expenditures

Vouchers: 1132499-1132803.

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

1. Adopt the updated Bismarck Multi-Hazard Mitigation Plan.
2. Gaming site authorization renewals.
3. Provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant Trusted Rock Properties LLC.

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

1. Receive bids and award contract for Highway Construction Project 188.
2. Resolution awarding the contract for Street Improvement District SI 598.
3. Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Street Improvement District No. SI 600.

4. Request for resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Street Improvement District No. SI 602.
 5. ND Department of Transportation (NDDOT) Flexible Transportation Fund grant.
 6. Memorandum of Understanding with the University of Mary regarding Block 13 & 15, Tract 500, Original Plat.
- F. Consider the request for approval from the Finance Department for the following:
1. Applications for abatement.
 2. Introduction of and call for a public hearing on Ordinance 6668 to amend Title 7-01 of the City of Bismarck Code of Ordinances.
- G. Consider the request for approval from the Legal Department for the following:
1. Introduction of and call for a public hearing on Ordinance 6667 to amend Section 12-03-08 of the City of Bismarck Code of Ordinances relating to Violations of Registration Provisions and to enact Section 12-05-12 of the City of Bismarck Code of Ordinances relating to Speed in School Zone.
- H. Consider the request for approval from the Planning Department for the following:
1. Consider approval of the draft 2026 Annual Action Plan, which functions as the City's application to the Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds.
 2. Art selections for the Art and Heritage Discovery Trail.
 3. Release part of the non-access lines on Lot 1, Block 3, Paradise Valley Second Addition.

4. Release part of the non-access line on Part of Lot 1, Block 1, Rue's Second Subdivision.
 5. Release part of the 7-foot utility easement on Lot 22, Block 24, Stein's Fourth Addition.
- I. Consider the request for approval from the Police Department for the following:
1. Permission to enter into agreement with the North Dakota Game and Fish to conduct river patrol with Game Wardens.
- J. Consider the request for approval from the Public Works - Service Operations Department for the following:
1. Award the construction of the Landfill Cold Storage Building to the lowest bidder, Dakota West Contracting, Inc. for \$288,650.00.
 2. Change Order No. 4 for New Landfill Scale House/Scales with Missouri River Contracting for \$58,195.31.
 3. Change order to the existing Library LED Lighting contract with Honeywell and permission to apply for, and accept if awarded, the ND Commerce Department's Energy Conservation Grant.
 4. Award the bid for the 2026 Installation of Painted Pavement Markings to Traffic Safety Services, Inc for \$165,800.00.
 5. Permission to sell or dispose of City Assets at Public Sale.

4. **REGULAR AGENDA**

- A. Consider the request to receive a presentation from the Bismarck-Mandan Leadership Program's Downtown Beautification Project team.

Sydney Helgeson and Alex Kowski presented their group's Leadership Bismarck Mandan Downtown Beautification Project with a request to the City Commission for partnership,

initial funding, and possible ongoing support. The project focuses on enhancing Main Avenue (6th Street to 1st Street) with approximately 30 self-watering planters designed to improve downtown vibrancy while minimizing maintenance needs. Key partners include the City of Bismarck, Forestry, Public Works, the Bismarck Mandan Garden Club, and NDSU Extension Master Gardeners. The team outlined project benefits, design considerations, timeline, and budget needs, noting an estimated \$16,265 startup cost and \$6,000 in annual maintenance. Implementation is targeted for May 2027.

Mayor Schmitz noted that there are currently funds in the 2026 budget that have been allocated but not used for a leadership project.

The consensus of the Commission was to have the group present their request to the City Budget Committee for funding in 2027.

- B. Consider the request to receive an update on appeals from the April 7, 2026, Board of Equalization meeting from the City Assessor.

Allison Jensen, City Assessor, provided an update to the Mayor and Board of City Commissioners regarding property valuation appeals arising from the April 7, 2026, City Board of Equalization meeting. Twenty-four property owners appeared at the meeting without having submitted prior documentation to the Assessor's Office; therefore, no valuation changes could be recommended during the hearing. Following the meeting, staff contacted all attendees. Eight property owners scheduled property reviews, and valuation adjustments were recommended where data errors were identified. Five property owners did not return calls. Eight spoke with appraisers and declined to schedule reviews, indicating they were satisfied with the explanations provided. Two scheduled reviews but did not receive valuation changes. One property owner disagreed with the information provided and may appeal to the County Board; however, this remains undetermined. An appellant involving multiple land parcels scheduled a meeting after the city hearing. Of those parcels reviewed, seven received recommended adjustments, and the remaining parcels may be presented to the County Board on June 1, 2026. Assessor Jensen reported that approximately 171 parcels were appealed for the 2026 assessment year, representing roughly 0.6 percent of the City's 26,875 taxable parcels.

The Commissioners discussed property valuation changes, the impact on the \$1,600 property tax credit, and uncertainties due to future mill levies. Auditor Jensen explained that she can report how many valuations changed but cannot determine how many will exceed the credit until budgets and mill levies are finalized. Commissioners expressed concern that higher valuations may absorb the credit and discussed the likelihood of mill levy adjustments. Mayor Schmitz requested that future notices be sent earlier, along with clearer information for property owners, to allow property owners more time to contact City Assessing regarding their property valuations. Auditor Jensen noted they will review the timing of their notices for next year and share feedback with the State regarding improvements to State-issued forms.

- C. Public Hearing on Ordinance 6662 as the Land Development Code, a repeal and replacement of Title 14 Zoning and Subdivision ordinance in the Bismarck City Code of Ordinances and public hearing on Ordinance 6663 as a new zoning map corresponding to the districts of the Land Development Code.

Elizabeth Garvin, a representative of Clarion Associates, provided a presentation regarding the completion of the Land Development Code. Ms. Garvin reported that the

code was developed to implement the policies of Together 2045 and includes expanded housing options, broader allowed uses, and updated use tables. Ms. Garvin noted that the project emphasized balancing objective standards with flexibility and ensuring a fair, predictable process. Development of the code included extensive public engagement through a working group, community open houses, stakeholder and focus group meetings, project website postings, and ongoing updates to the Planning Commission and City Commission. The Planning Commission unanimously recommended approval and following City Commission approval and adoption, Clarion staff will complete minor cleanup, begin implementation adjustments, and allow the code to operate for approximately one year before major amendments are considered. The code is intended to function as a living document that will be updated as community needs evolve.

Mayor Schmitz opened the public hearing. No public comment was received.

Commissioner Risch moved to approve as presented and Commissioner Zenker seconded. Upon a roll call vote, all voted aye. M/C.

5. OTHER BUSINESS

- A. Commissioner Risch noted that he attended the Petroleum Conference held at the Event Center and received positive feedback regarding the management and staff at the Event Center.

ADJOURN

There being no further business to discuss, the meeting was adjourned at 5:59 PM.



MEETING OF THE BOARD OF CITY COMMISSIONERS

6/2/2026 - MINUTES

AGENDA

The Board of City Commissioners met on June 2, 2026, at 4:00 PM in the 4th Floor Mayor's Conference Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota. Commissioners Connelly, Risch, Zenker, and Mayor Schmitz were present. Commissioner Cleary attended the meeting via Teams.

A. [Public Comment](#)

No public Comment was received.

B. Consider the recommendation from the City Administrator to hire the new Finance Director.

Jason Tomanek, City Administrator, provided background on the hiring process to fill the Finance Director position that has been vacant since November 7, 2025. The position was advertised three different times with 16 qualified candidates being evaluated. Four total applicants completed the full assessment series, which included virtual Teams interviews, an accomplishments survey scored by government finance professionals, a general management in-basket test, and an in-person interview. The selection committee comprised of Mayor Schmitz, Commissioner Cleary, Kathy Feist (Bismarck Parks & Recreation Finance Director), Leanne Schmidt (City of Bismarck Human Resources Director), and City Administrator Tomanek, completed the evaluations and recommended Ryan Skor for the Finance Director position. Mr. Skor holds a Masters in Business Administration and is a Certified Public Accountant, and brings approximately 20 years of professional experience, including 13 years in government finance with the North Dakota State Treasurer's Office and the Retirement and Investment Office. His references and past evaluations reflect strong leadership and high performance. The recommended salary is \$160,000, which is within the posted range of \$150,000-\$170,000, contingent on the standard pre-employment checks.

Commissioner Zenker moved to approve the recommendation and Commissioner Cleary seconded.

Discussion:

- Commissioner Zenker complimented Eric Lund, Acting Finance Director, and the finance team for their work during the search for the Finance Director.
- Mayor Schmitz complimented the finance team for all the work they have done.

Upon a roll call vote, all voted aye. M/C.

ADJOURN

There being no further business to discuss, the meeting was adjourned at 4:08 PM.

PERSONNEL ACTIONS FOR THE MEETING ON JUNE 9, 2026

<u>Full-Time and Part-Time Appointments</u>	<u>Department</u>	<u>Status/Action</u>	<u>Date</u>
Schmidt, Chase – Mosquito Control Tech	Public Health	Part-Time	05/27/2026
Neigum, Gary – Forestry Tech	PW-Servies	Part-Time	06/02/2026
O’Keefe, John – Forestry Tech	PW-Services	Part-Time	06/02/2026
Hartmann, Raymond – Maintenance Worker	PW-Utilities	Part-Time	05/26/2026
Rasset, Jacob – Maintenance Worker	PW-Utilities	Part-Time	05/26/2026

Separations

Others



Administration Department

DATE: June 9, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Gaming Site Authorization Renewals

REQUEST:

Gaming site authorization renewals.

BACKGROUND INFORMATION:

Gaming site authorizations expire on June 30th of each year. The Bismarck Administration Department administers the annual gaming site authorizations and renewals. Please consider the request to approve the following applications for gaming:

- Amvets Post No 9
 - Amvets Post No 9 - 2402 Railroad Avenue
- Bismarck Cancer Center
 - Bismarck Cancer Center - 500 North 8th Street
 - Sixteen03 Main Events - 1603 East Main Avenue
- Bismarck-Mandan Lodge No. 1199 Benevolent & Protective Order of Elks of the United States of America
 - Bismarck-Mandan Elks Lodge - 900 South Washington Street
- Gilbert N Nelson Post No. 1326, Veterans of Foreign Wars, Department of North Dakota
 - Veterans of Foreign Wars Post 1326 - 1235 South 12th Street
- Light of Christ Catholic Schools
 - St. Mary's Academy - 1025 North 2nd Street
 - St. Mary's Central High School - 5802 Ridgeland Drive

RECOMMENDED CITY COMMISSION ACTION:

Consider approving the gaming applications.

STAFF CONTACT INFORMATION:

Douglas Wiles, Assistant City Administrator, 701-355-1300, dwiles@bismarcknd.gov

ATTACHMENTS:

None



Airport

DATE: June 9, 2026

FROM: Gregory Haug, Airport Director

ITEM: Infinity Aviation LLC Hangar Development

REQUEST:

Development Agreement and Ground Lease Agreement with Infinity Aviation LLC for Hangar Development.

BACKGROUND INFORMATION:

Earlier this year, Airport staff was approached by Cody Fleck, who desires to construct an 80-foot by 100-foot hangar at the airport for his business, Infinity Aviation, LLC. The hangar is for a business jet and the appropriate location for the hangar development is the corporate hangar area south of the commercial terminal. The corporate hangar area has space available for hangar development and Airport staff are agreeable to this location. As part of the development, Infinity Aviation, LLC will construct a hangar, vehicle parking lot that connects to Lancair Loop, fencing and the necessary aircraft apron to connect the hangar to the airport taxi lane.

The planning responsibilities of the Airport and Infinity Aviation, LLC to advance the hangar development are outlined in the Development Agreement. As part of the development, a ground lease will need to be executed between the City of Bismarck and Infinity Aviation LLC. The lease between the parties is in the standard airport format with the same language used for other hangar developments in the corporate hangar area. The ground lease will be for 30 years starting on or around July 1, 2026, and prorated to the actual start date of construction after all approvals have been received. The ground lease will provide an estimated \$7,800.00 of revenue each year and has an automatic annual rate adjustment tied to the Consumer Price Index.

Infinity Aviation, LLC desires to start construction as soon as all approvals from the Planning and Building Inspections Departments and Federal Aviation Administration are achieved. Construction will not start until the Planning and Building Inspections Departments approve the site plan for the development. However, Airport staff would like the City Commission to approve the ground lease subject to final approval from the Planning and Building Inspections Departments and Federal Aviation Administration.

RECOMMENDED CITY COMMISSION ACTION:

Approve and sign the development agreement and ground lease agreement with Infinity

Aviation, LLC subject to Planning and Community Development Departments and Federal Aviation Administration approval.

STAFF CONTACT INFORMATION:

Gregory Haug, Airport Director, 701-355-1805, ghaug@bismarcknd.gov

Matthew Remyense, Assistant Airport Director, 701-355-1806, mremynse@bismarcknd.gov

ATTACHMENTS:

1. BIS - 1
2. BIS - 2
3. BIS - 3



Development Agreement

The City of Bismarck, hereinafter referred to as the “City” and Infinity Aviation, LLC, make the following Development Agreement for construction of a box hangar between June 9, 2026, through October 31, 2027. Construction of building generally as depicted in Enclosures to this document.

Development Summary and Timeline

The purpose of this agreement is for the development and construction of a hangar in a portion of parcel 63 of the 2019 Bismarck Airport Master Plan. An 80 foot by 80 foot hangar will be constructed beginning in 2026 and completed in 2027. Construction of a vehicle parking and aircraft parking apron are part of this hangar development.

1. Site Plan Review – Infinity Aviation, LLC will have a site plan submitted to Bismarck Community Development prior to August 30, 2026.
2. Construction – Infinity Aviation, LLC will have started construction of the hangar development prior to October 1, 2026. The start of construction means land-disturbing activity associated with the development.
3. Completion of Hangar – Infinity Aviation, LLC will have usable hangar by October 31, 2027.
4. Completion of Vehicle Parking – vehicle parking will be completed by October 31, 2027.

Building

Infinity Aviation, LLC Responsibilities

The following items below will be accomplished and paid for by Infinity Aviation, LLC.

1. Sign a new lease agreement prior to starting the construction of new hangar. Lease may be in the name of a holding/investment entity.
2. Provide an Exhibit A, drawing of the Leased Premises.
3. Provide information to the City as requested supporting associated environmental actions conducted by the City.
4. Coordinate Plat work. Obtain lot parcel approval from Community Development.
5. Submit airspace study to OEAAA site. <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
6. Provide a site plan and submit it to the Airport for review prior to submission to the Community Development Department. The exact boundary description of the site plan will be determined upon completion of the survey of the area. The site plan will include

details of storm sewer, sanitary sewer, water, landscaping, parking, and other items as required by Community Development and City Engineering in the Site Plan Review and Approval process.

7. Complete a grading plan of the Leased Premises for Airport approval and perform grading pursuant to the approved plan as required for appropriate drainage of the Leased Premises.
8. Obtain all permits and approvals necessary to construct the new hangar.
9. Construct a 6,400 square foot hangar building suitable for aeronautical uses on the Lease Premises before October 31, 2027 (Enclosure 1).
10. Provide as-builts of building, sanitary sewer, storm sewer, water electrical, cable, parking lot, sidewalks, and other items added as a result of the Hangar Development to the City. Three (3) as-builts in CAD latest version distributed to City Engineering, City GIS, and Airport. One paper copy of as-builts to Bismarck Airport.

City Responsibilities

The following items will be accomplished by and paid for by the City.

1. Engage a consulting Engineer who will complete a survey of the Leased Premises and provide building corner locations and corner elevation to Infinity Aviation, LLC or designee.
2. Review and coordinate site plan and plat modification and Exhibit A with Infinity Aviation, LLC or designee.
3. Prepare a Lease Agreement for the new building with a term of 30 years from the completion of construction.
4. Complete Environmental Action (CATX – Categorical Exclusion).
5. Complete an Environmental Phase I study of the leased premises.

Water Service

Infinity Aviation, LLC Responsibilities

The following item will be accomplished and paid for by Infinity Aviation, LLC.

1. Install a new water service line in compliance with City Code to the new hangar building. The connection point shall be an existing water stub out located along Lancair Loop as specified by the City. This installation shall be accomplished by and paid for by Infinity Aviation, LLC.

City Responsibilities

The following item will be accomplished by and paid for by the City.

1. Install a hydrant if required by code.

Sanitary Sewer

Infinity Aviation, LLC Responsibilities

The following item will be accomplished by Infinity Aviation, LLC.

1. Install sanitary sewer connection meeting city code from an existing sewer main stub out along Lancair Loop to the new hangar building. This installation shall be accomplished by and paid for by Infinity Aviation, LLC.

City Responsibilities

None.

Street/Ramp/Lighting Improvements

Infinity Aviation, LLC Responsibilities

The following items will be accomplished and paid for by Infinity Aviation, LLC.

1. Provide building mounted light fixtures to provide lighting for the entire length of the building on the apron side and extending 50 feet out from the building. Required lighting levels within this area are a minimum average of 3 footcandles and a uniformity ratio of 4:1 (average to minimum). Light fixtures used are to be low-glare, cut-off type fixtures. Provide documentation to the City's Consulting Engineer that includes proposed light fixture product cut sheets and lighting calculations confirming required lighting levels.
2. Install all electric, gas, cable, phone, or other utility connections not covered by this Development Agreement to the new hangar building.
3. Install parking and green space improvements as required on the approved site plan.

City Responsibilities

The following items will be accomplished and paid for by the City.

1. Remove/replace any streetlights and power poles necessary to accommodate the new hangar.
2. Allow connection to taxi lane in front of the new hangar building. City is not responsible for seasonal differential movement between apron and taxi lane.

Coordination Items

Infinity Aviation, LLC Responsibilities

- Completion of site plan for new hangar.
- Secure site plan and lot modification approval from Community Development.
- Submit OEAAA airspace study and receive approval.
- Delivery of Exhibit A to City for building lease.
- Approve/sign leases.
- Submit requested information needed by City for environmental submission (CATX).
- Construction of hangar building, apron, and sidewalks.

City Responsibilities

- Engage Consulting Engineer.
- Coordinate any grant funding (if required).
- Provide building survey information to Infinity Aviation, LLC. (Corners of building and finished floor elevation).
- Submit Environmental (CATX).
- Review of plat changes and site plan.
- Provide draft then final Lease to Infinity Aviation, LLC for new hangar.
- Coordinate approval actions with Board of City Commissioners.
- Complete an Environmental Phase I study.

The target dates shown in this document as City responsibilities are subject to circumstances beyond the City's control (such as completion of Environmental approvals and funding approvals by FAA and ND Aeronautics Commission). The target dates shown in this document as Infinity Aviation, LLC's responsibilities are subject to circumstances beyond Infinity Aviation, LLC's control.

Infinity Aviation, LLC agrees that if the hangar development does not proceed, Infinity Aviation, LLC will reimburse the City for all of the consulting engineering costs directly related to and expended by the City's obligations under this Development Agreement, excepting survey costs.

The parties agree that this agreement supersedes any prior agreements with respect to this area to the extent that this Agreement may conflict with any prior agreements. All other provisions of those prior agreements remain in effect.

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

Dated this ____ day of _____, 2026.

Cody Fleck,
Infinity Aviation, LLC

Dated this ____ day of _____, 2026.

Michael T. Schmitz, President,
Board of City Commissioners

Attest _____
Jason Tomanek
City Administrator

**GROUND LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF BISMARCK, ND (CITY)
AND
INFINITY AVIATION, LLC
(LESSEE)
AT THE
BISMARCK AIRPORT**

**July 1, 2026
Final**

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EXHIBIT B - LESSEE'S DRAWING SITE AND LAYOUT PLAN

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EXHIBIT D - MINIMUM PAVING FOR VEHICLE PARKING LOT

INFINITY AVIATION, LLC DEVELOPMENT GROUND LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Bismarck, North Dakota, a municipal corporation, hereinafter, the "City", and Infinity Aviation, LLC, a Limited Liability Company organized and incorporated in North Dakota, with offices at 2020 3rd Street SE Suite F2, Mandan, ND 58554 hereinafter the "Lessee". Infinity Aviation, LLC Tax Identification Number is 41-1991466.

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of the Bismarck Airport, hereinafter, the "Airport", located in the County of Burleigh, State of North Dakota, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

WHEREAS, the lessee desires to construct certain improvements (approximately 6,400, sq. ft. building, apron and parking lot); and

WHEREAS, the parties hereto desire to enter into a Lease Agreement, hereinafter, the "Agreement", granting the Lessee the use of certain premises at the Airport as hereinafter defined, and the use, together with others, of the Airport and its appurtenances;

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. TERM

- A. The term of this Agreement shall be for thirty (30) years, commencing July 1, 2026 and ending June 30, 2056 unless extended or terminated as provided herein.

2. LEASED PREMISES

- A. The Leased Premises consist of:

- 1) The 0.-acre parcel (sq. ft.) of developed land as shown in Exhibit A.
- 2) All improvements, including the Initial Improvements, now or hereafter constructed on the aforementioned land.

- B. The parties agree and acknowledge that any improvements existing on the Leased Premises constructed by the Lessee are the property and responsibility of the Lessee, subject to the terms of this Agreement. Within sixty (60) days of the expiration or any earlier termination or cancellation of the Agreement, the Lessee shall remove all of its improvements, including the Initial Improvements, and return the Leased Premises to its

original condition unless the City gives its written permission to Lessee to leave the improvements on the Leased Premises. All City property damaged by, or as a result of, the removal of Lessee's property shall be restored by the Lessee at its sole expense to the condition existing prior to the construction of the improvements. Should the Lessee fail to remove the improvements within the sixty (60) day period, the City may proceed to effect such removal at the expense of the Lessee, and the Lessee agrees to pay the City for such expense upon receipt of an invoice therefore. If the Lessee, with the written permission of the City, leaves the improvements on the Leased Premises, the improvements shall become the property of the City and the Lessee shall remove all of its personal property from the Leased Premises and surrender entire possession of its rights at the Airport to the City.

3. RENT, FEES, AND CHARGES

- A. Commencing on July 1, 2026 Lessee agrees to pay a monthly rent of (\$TBD) through August 31, 2026. Commencing on September 1, 2026, Lessee agrees to pay the City an annual rent of (\$TBD) as adjusted by the provisions of Article 4 of this agreement.
- B. Commencing September 1, 2026, the annual rent payable hereunder shall be paid in advance in one (1) installment on September 1, each year. Payment shall be by check or money order payable to the order of "Bismarck Airport" and shall be mailed to Bismarck Airport, P.O. Box 991, Bismarck, ND 58502 or personally delivered to the office of the Airport Director.
- C. As additional rent, the Lessee shall construct the Initial Improvements generally in accordance with Article 2 and Exhibit B, as modified, supplemented, or amended pursuant to the City's review and approval process, the "Initial Improvements". Specifically, Lessee shall construct all concrete pavement between the hangar building and the adjacent taxi lane. The concrete pavement shall meet the requirements of Exhibit C. Parking shall meet the requirements of Exhibit D. Lessee shall install fencing to the hangar building. Promptly upon the execution of this Agreement, Lessee shall submit plans and specifications to the City and shall complete construction of such improvements within twelve (12) months of the start of this agreement. Lessee's failure to construct the Initial Improvements shall be a material breach of this Agreement.
- D. The Lessee hereby agrees to pay when due all rent, fees, and charges as imposed by the City from time to time for the use and operation of the Airport. These fees and charges

may include but are not limited to: fuel flowage fees, permit fees, self-fueling fees, security charges, and administrative/service charges.

- E. For any occupancy of the Leased Premises by the Lessee beyond the full term of this Agreement, the ground rent due to the City shall be adjusted by the C.P.I in accordance with the provisions of Article 4.

4. ADJUSTMENT OF RENT

- A. Commencing on September 1, 2026 and during the remainder of the term of this Agreement, the annual rent payable hereunder shall be adjusted each year by multiplying the annual rent payable in the next preceding year of the term of this Agreement by a fraction, the numerator of which shall be the C.P.I. (as hereinafter defined) published for the month of July of the year in which such adjustment is made and the denominator of which shall be the C.P.I. published for the month of July of the calendar year in which the last preceding such adjustment was made. The computed rent adjustment will be effective September 1 of the current calendar year. In no event shall the annual rent payable under this Article 4 be less than the amount for the last adjusted period.
- B. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers (CPI-U), all items, US City Average, National Index, published by the Bureau of Labor Statistics of the United States Department of Labor, 2017-18 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 2017-18 = 100.

5. FAILURE TO PAY RENT

- A. Failure to pay all rent, fees and charges when due or to comply with any other of the Lessee's financial obligations to the City under this Agreement, hereinafter, "monetary default", shall entitle the City to re-enter and take possession of the Leased Premises upon giving the Lessee thirty (30) days advance written notice of its intention to do so, if said monetary default has not been remedied within said thirty (30) day period. However, the City may extend the time period to correct the default if it determines, in its sole discretion, that due diligence is shown by the Lessee in curing the default. All amounts not paid by the Lessee when due shall bear interest at the maximum rate allowed by law. If the Lessee does not cure the default within the thirty (30) day period and the period is not extended by the City, the Agreement is terminated, and the Lessee must, vacate and surrender the Leased Premises.

- B. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action because of entering the Leased Premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

6. USE OF LEASED PREMISES

- A. The Lessee and any sub-lessee approved by the City shall occupy and use the Leased Premises for the parking, storage, servicing, repair and maintenance of aircraft owned or operated by the Lessee, and for no other purpose whatsoever. Maintenance conducted is limited to those procedures that are environmentally suitable under City Code. The Lessee, at its option and, with prior written approval of the City, may furnish to the general public the services of aircraft storage as set forth in the Bismarck Airport Minimum Standards as amended from time to time. Aircraft stored must have a sub-lease approved by the City.
- B. Nothing contained in this Agreement shall give, or be construed to give, the Lessee any right to sell or store aviation fuel of any kind on the Leased Premises.
- C. If Lessee elects to self-fuel its aircraft, the City will issue a Self-Fueling Permit. The City may, at its sole discretion, issue a Fuel Farm Lease to the Lessee. Lessee is prohibited from fueling any aircraft which is not owned, operated, or exclusively leased to the Lessee. Any violation of this provision shall be cause for termination of Lessee's self-fueling privilege by the City, including its Self-Fueling Permit and Fuel Farm Lease.
- D. Lessee, its agents, employees, suppliers, and invitees shall have the right of ingress and egress to and from the Leased Premises and the public use areas/facilities used in connection therewith, over the Airport property and roadways, subject to the Rules and Regulations governing the use of the Airport as promulgated by the City from time to time.
- E. Lessee agrees for itself, its agents and employees that it will not perform any acts or carry on any practices which could result in the necessity to repair or replace Airport property, at Lessee's expense, normal wear and tear excluded, or be a nuisance or menace to other users of the Airport.
- F. City covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises.
- G. City covenants and agrees that it is in lawful possession of the Leased Premises and has good and lawful authority to execute this Agreement.

7. LESSEE'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

- A. Subject to and in accordance with all applicable laws and ordinances and such Rules and Regulations as may be adopted by the City for the operation thereof, Lessee may, together with others, use the Airport and its appurtenances together with all public use areas/facilities for the purpose of conducting its business as authorized in accordance with Article 6 hereof. The privileges granted hereby shall be non-exclusive, and include, without limiting the generality thereof the use of the Airport and its appurtenances for the purpose of landing, take-off, loading and unloading, taxiing, and parking of its aircraft or support equipment.
- B. Personnel conducting business at the Airport shall be neat, clean, and courteous. Lessee shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner. Lessee agrees to require its employees and approved sub lessees to wear suitable attire consistent with the operations being conducted and, as the City shall direct, wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the City, the FAA, and the TSA.
- C. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all Rules and Regulations and Minimum Standards which are now or may be promulgated by the City concerning operation and use of the Airport.
- D. Lessee shall be responsible for all its expenses in connection with its operation at the Airport and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, and assessments lawfully levied or assessed upon the Lessee, and to secure all such permits.
- E. To the extent of its capabilities, Lessee agrees to cooperate with the City and/or any other airport user in dealing with aircraft or airline related emergencies at the Airport.
- F. This Section shall be subject to the jurisdiction, rules and regulations of the National Transportation Safety Board or its successor agency. Lessee and/or its agents shall coordinate with the City and the control tower and promptly remove any of its disabled aircraft and those of its approved sub lessees from any part of the Airport, including without limitation, runways, taxiways, aprons and aircraft parking position and place any such aircraft in such storage areas as may be designated by the City. Such storage of disabled aircraft may be subject to a storage fee. Should Lessee fail to remove any of its disabled aircraft promptly, the City may, but shall not be obligated to, cause the removal and Lessee

shall reimburse the City for all costs of such removal. Lessee hereby releases the City from any and all claims for damages to the disabled aircraft or otherwise from or in any way connected with such removal by the City.

- G. Lessee, in providing any commercial services authorized in accordance with this Article 7, does hereby agree:
1. To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
 2. To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that, the Lessee may make reasonable nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

8. CITY'S RIGHTS AND OBLIGATIONS

- A. The City agrees that it will operate the Airport in a manner consistent with standards established by the Federal Aviation Administration, or any successor Federal agency exercising similar powers for airports of comparable size and in accordance with rules and regulation of the Federal Aviation Administration and any other governmental agency having jurisdiction thereof.
- B. From time to time, the City may adopt and enforce Rules and Regulations and Minimum Standards pursuant to FAA Advisory Circular 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities" with respect to the occupancy and use of the Airport, hereinafter, "Minimum Standards". Lessee agrees to observe and obey any and all such Rules and Regulations and Minimum Standards and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and invitees, to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan as promulgated.
- C. The City reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such Rules and Regulations, Minimum Standards and applicable laws.

9. UTILITIES AND MAINTENANCE

- A. The Lessee shall, at its expense, contract with and obtain all required permits from the appropriate City departments for any utility services to be provided to the Leased Premises, paying any required connection fees, including those to be paid by owners, and

all such services will be provided at rates and on terms and conditions established by the providers of such utilities.

- B. The Lessee will also, at its expense, contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, fiber optics, other utilities, telephone, burglary, and fire protection services furnished to the Leased Premises. The location and routing of all utilities on the Airport must have the prior written approval of the City. The City shall allow the providers of such utilities reasonable access to the boundaries of the Leased Premises for the installation and maintenance of their utility systems.
- C. The City shall not be responsible for bringing any utilities to the Leased Premises.

10. CONSTRUCTION, MAINTENANCE, AND REPAIR OF LEASEHOLD IMPROVEMENTS

/TRADE FIXTURES

- A. Lessee may construct or install, at its own expense, any equipment, improvements and facilities, including the Initial Improvements and additions thereto, communication, meteorological and navigational equipment, and any additions thereto, on all or any part of the Leased Premises, under the conditions as hereinafter set forth. Lessee shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition, reasonable wear and tear excepted.
 - 1. No improvements, structures, alterations, or additions shall be made in, to, or upon the Leased Premises without the prior written consent of the City, and all such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the City.
 - 2. At the time of requesting approval by the City, the Lessee shall submit preliminary plans for such improvements, which shall conform to the general architectural scheme and overall plans adopted by the City for the Airport. Upon approval of said preliminary plans, the Lessee shall prepare and obtain the City's approval of working drawings and specifications which shall be a true and accurate reflection of the preliminary plans so approved. All construction shall conform to the approved working drawings and specifications. No substantial change, addition, or alteration shall be made in said working plans or specifications or in the construction called therefore without the City's prior written approval. When construction work is commenced, it shall be completed with reasonable dispatch. Upon completion of said improvements, the Lessee shall

furnish the City, at no charge, two (2) complete sets of "as built" drawings of the improvements, as constructed, on CAD.

3. All improvements constructed by the Lessee pursuant to this Section shall conform in all respects to all applicable building codes, ordinances, statutes, rules, and regulations of all governmental agencies having jurisdiction.
- B. No trade fixtures shall be installed without the prior written consent of the City, which shall not be unreasonably withheld, and all such installations shall be in accordance with any conditions relating thereto then stated in writing by the City. For the purpose of this Agreement, trade fixtures are defined as that equipment or tooling used by the Lessee in the course its business which must be either attached to the walls or secured to the floor of the facility.
- C. The Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The City shall not have any obligation to repair, maintain, or restore, during the term of this Agreement, any improvements placed upon the Leased Premises by the Lessee, its successors and assigns.
- D. Additionally, the Lessee shall:
1. At all times, keep the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises, in a clean and orderly condition and appearance.
 2. Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.
 3. Repair any damage caused by Lessee to paving or other surface of the Leased Premises by reason of any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
 4. Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by the Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5. Be responsible for snow removal on the Leased Premises and maintenance areas.
The maintenance area includes paved surfaces between the building and the adjacent taxi lanes, the building and the adjacent road and areas designated on Exhibit A.

11. INSURANCE, DAMAGE, OR DESTRUCTION

- A. The Lessee shall procure and maintain, throughout the term of this Agreement, insurance protection for fire and extended coverage on the Initial Improvements and other improvements to the Leased Premises. Such insurance shall be issued by insurers of recognized financial standing and authorized to conduct business in the State of North Dakota. If said insurers become financially incapable of performing under the terms of said policy, the Lessee will promptly obtain a new policy issued by a financially responsible carrier and shall submit revised evidence of insurance as previously provided. If the Lessee is, at any time, unable to obtain such insurance to the extent required, this Agreement shall automatically terminate unless the City is able and elects to insure the Initial Improvements and other improvements and Lessee is willing to pay the City the requisite insurance premiums and administrative charges therefore.
- B. The Lessee shall settle all losses directly with the insurance carrier.
- C. In the event the Initial Improvements and other improvements are damaged or destroyed to the extent that they are unusable by Lessee for the purposes for which they were used prior to such damage, or same is destroyed, the Lessee shall have the election of repairing or reconstructing the improvements substantially as they were immediately prior to such casualty or in a new or modified design consistent with Lessee's use thereof under the provisions of Article 6 and Article 10 hereof.
- D. Lessee shall, at its expense, replace and repair any and all of Lessee's fixtures, equipment and other personal property necessary to properly and adequately continue its operations at the Airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction except for requirements of construction codes existing at the time of repair or replacement.
- E. In the event Lessee elects not to repair and/or reconstruct the Initial and New Improvements and other improvements, the Lessee shall use the insurance proceeds to restore the Leased Premises to its original condition at the commencement of the term hereof to the satisfaction of the City in its sole discretion, the "Restoration," and this Agreement shall terminate upon completion of the Restoration.

- F. In the event of damage to or destruction of Airport property caused by the Lessee, its agents, employees, aircraft or other equipment, Lessee agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction. Lessee further agrees to cause such repair, reconstruction or replacement of affected property with reasonable due diligence and to the reasonable satisfaction of the City.

12. PURCHASE OF SUPPLIES AND SERVICES

- A. Should the Lessee contract with a third party to provide maintenance and service upon its aircraft or to furnish other services which might otherwise be performed by Lessee under this Agreement, such third party shall be deemed to be conducting a business at the Airport. The Lessee shall be responsible to the City for any third party performing for or contracted by the Lessee, shall assume all responsibility and liability in connection with such contracting and shall promptly obtain written approval of the City prior to the third party performing any maintenance or services. The City may impose charges and fees and impose Minimum Standards upon such third parties for services provided and rentals for facilities used.
- B. Subject to the above, Lessee may select suppliers, purveyors, and furnishers of materials, supplies, equipment, and services of its own choosing. Nothing in this Section shall be construed as in any way limiting the general powers of the City to fully exercise its governmental or proprietary functions, or its obligations under any bond covenants, or Federal, state or local laws, rules, or regulations.

13. LAW AND REGULATORY ENFORCEMENT

- A. Lessee acknowledges its obligations for security on the Leased Premises as prescribed by FAA and TSA Regulations, and shall employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles to or on its Leased Premises and any portion of the Aircraft Operations Area connected therewith.
- B. Lessee further shall abide by the Ordinances adopted by the City in carrying out the City's obligations under FAA and TSA Regulations and other measures the City deems necessary from time to time for the security and safety of the Airport and of persons and vehicles entering the Aircraft Operations Area.
- C. Lessee shall reimburse the City in full for any fines or penalties levied against the Airport or the City for any violation of Federal, State and local Laws rules or regulations as a result of any act or failure to act on the part of the Lessee, its agents, suppliers, or employees.

14. CITY'S RIGHT TO ENTER LEASED PREMISES

The City reserves the right to inspect the Leased Premises and improvements at any reasonable time, with prior notification, throughout the term of this Agreement. When, for any reason, an entry is deemed necessary, and Lessee is not present to permit such entry, the City, its agents and employees, shall be permitted to enter the Leased Premises and improvements. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Leased Premises or improvements at reasonable times and in a reasonable manner for purposes consistent with its responsibilities as owner and operator of the Airport.

15. INDEMNITY AND WAIVER OF DAMAGES

- A. The Lessee shall keep and hold the City of Bismarck, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including attorneys' fees (where allowable by law), incidental to the investigation and defense thereof claimed by anyone by reason of injury, or death or damage to persons or property sustained as a result of the Lessee's use of the Leased Premises and operations at the Airport, excluding only claims caused by the gross negligence or willful misconduct of the City, its elected and appointed officials, agents and employees, or the negligence of said parties in concert with a third party, provided, that, the City shall give the Lessee prompt and reasonable notice of any such claim or action made or filed against it, and shall tender the defense thereof to Lessee. In the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal. But nothing herein shall be construed as making Lessee liable for any injury, death, loss, damage, or destruction caused by the sole negligence of the City.
- B. The City hereby reserves the right to adopt rules and regulations not in conflict with Federal rules and regulations pertaining to aircraft operations, security, noise, vibrations, fumes, dust, and particles. The Lessee hereby agrees to operate in compliance with said rules and regulations so adopted and hereby waive any claims, rights, damages, or costs

of any kind against the City incurred by Lessee in complying with said rules and regulations.

16. WAIVER OF SUBROGATION

- A. For and in consideration of the execution hereof, the parties hereto do each herein and hereby release and relieve the other and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and other perils included in the standard fire and extended coverage endorsement to the extent that said claims, actions, damages, liability and expense are covered by insurance of either party, whether due to negligence of any said parties, their agents, or employees or otherwise so coverable by insurance. The parties agree to cause such release and to endorse such provisions in insurance policies issued for the respective properties or parties which are the subject of this Agreement.
- B. Except as provided above, Lessee further expressly waives any and all claims against the City of Bismarck, their officials, agents and employees of whatever nature, for any and all loss or damage, including defense costs, sustained by Lessee, except loss or damage caused by the gross negligence or willful misconduct of the City, its officials, agents or employees, including interruption of the Lessee's business operations, by reason of any defect, deficiency, failure or impairment of the Leased Premises, or any utility service to or in the Leased Premises including but not limited to, the water supply system, electrical wires leading to or inside the Leased Premises, gas, electric, or telephone service, or any other utility failure occurring during the term of this Agreement.

17. INSURANCE

- A. Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified in Schedule A attached hereto with companies that have at least an "A-VI" rating according to the Best Guide. The City of Bismarck, including its elected and appointed officials, agents and employees, shall be named as an additional insured with respect to Lessee's use of the Airport and the Leased Premises which are the subject of this Agreement.
- B. Lessee shall promptly upon execution of this Agreement, furnish to the City appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than the amounts specified in Schedule A; such limits are subject to periodic adjustments upward by Lessee based on Lessee's own assessment of the risks associated with its operations at the Airport. The City shall

not in any event be liable for any shortfall in Lessee's coverage. The insurance policies shall not be subject to cancellation except after notice to the City by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the City at least thirty (30) days prior to such expiration.

C. During construction of the Initial Improvements, the Lessee shall:

1. Be responsible for all damage to life and property due to the activities of Lessee, its agents, employees, and contractors, in connection with the construction of the Initial Improvements pursuant to this Agreement. Lessee specifically agrees that its agents, employees, and contractors shall possess the experience and knowledge necessary to qualify them for the particular duties they perform.
2. Require individuals, firms, or corporations providing professional services or undertaking the Initial Improvements pursuant to this Agreement, hereinafter, "Contractor", to procure and maintain insurance for liability for damages naming the City as additional named insured, in the kinds and in the amounts included in Appendix A. with insurance companies authorized to do such business in the State of North Dakota covering all operations or services necessary for the conduct of the construction of the Initial Improvements whether performed by it or by Contractor. Copies of insurance certificates for such coverage shall be delivered to the City prior to the commencement of the construction of the Initial Improvements.

18. ENVIRONMENTAL CONSIDERATIONS

In order to assure that the Leased Premises described in Section 2.A hereof are environmentally acceptable, the City shall conduct on or before July 1, 2026 Phase I and, if required, Phase II Environmental Baseline Studies consistent with protocols approved by the City, the "First Studies", to ascertain whether adverse environmental conditions or hazardous materials exist on the Leased Premises. The costs of such First Studies shall be borne by the City. If the First Studies reveal the presence of adverse environmental conditions or hazardous materials on the Leased Premises, appropriate remedial action as required by law shall be undertaken. The Lessee shall be responsible for all costs of such remedial action relating to adverse conditions, provided, however, that nothing herein shall be construed as a limitation of the Lessee's rights to pursue contributions from third parties who might have caused or contributed to such adverse conditions. Upon expiration or earlier termination of this Agreement, additional Phase I and Phase II Environmental Baseline Studies shall be

conducted by the City and paid for by the Lessee, the "Second Studies", to determine if the Lessee has caused or allowed adverse environmental conditions to occur. If so, Lessee shall be liable for, and be required to immediately undertake, at its sole cost and expense, all remedial actions as required by applicable law.

19. SIGNS

Lessee shall have the right, at its own expense, to install and maintain a sign solely for the purpose of address identification. Prior to installation of such sign, the Lessee shall submit plans and obtain the approval of the City. Said approval shall not be unreasonably withheld. In the event signs are removed and not replaced, Lessee shall repair or restore the affected areas to their original condition, including removal of any structural and electrical elements used in conjunction therewith. At the expiration or earlier termination of this Agreement, the Lessee shall, at its sole cost and expense, remove all signs and supporting structural and electrical elements and restore the affected areas to their original condition.

20. TAXES

Lessee agrees to pay all lawful property and sales taxes and assessments which, during the term of this Agreement may be levied or charged by the State, County, City, or other tax-levying body upon the Leased Premises. Nothing herein shall prevent the Lessee from protesting, through due process, any taxes levied. Upon expiration or termination of this Agreement, the Lessee shall pay all property taxes prorated to the ending date of this Agreement. Failure to pay property taxes or special assessments when due, prior to delinquency, will be considered a breach of this Agreement.

21. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Leased Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

- A. It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958 and as amended.
- B. During the time of war or national emergency, City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

- C. This Agreement shall be subject to the terms of any Sponsor's Assurances and agreements now required or imposed in the future, between the City and the Federal Aviation Administration or any successor Federal agency.
- D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the City relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Failure of Lessee to comply with the requirements of any existing or future agreement between the City and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder, subject to Lessee's right of appeal and condemnation rights.

22. CITY'S RIGHT OF TERMINATION

In addition to any conditions as specified herein and all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following occur:

- A. If Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of the Lessee.
- B. If, by order or decree of a court of competent jurisdiction, Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws or any law or statute of the United States or any state, territory, or possession thereof, or under the law of any other state, nation or government; provided, that, if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become null, void and of no effect.
- C. If, by or pursuant to any order or decree of court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith

contests the same, any notice of cancellation shall be and become null, void and of no effect.

- D. If Lessee shall voluntarily abandon or discontinue the conduct and operation of its activity at the Airport for a continuous period of ninety (90) days, except when such abandonment is caused by fire, earthquake, war, strike or other occurrence beyond the Lessee's control.
- E. If Lessee shall fail to perform, keep, and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Section, Lessee shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of receipt of such notice, the default, breach, or failure shall not have been corrected in a manner reasonably satisfactory to the City, then and in such event, the City shall have the right at once to declare this Agreement terminated. The City does, however, reserve the right to extend the time period to correct the default if, in its opinion, due diligence is shown by Lessee in curing the default.
- F. If under any of the foregoing provisions of this Article, the City shall have the right to re-enter and take possession of the Leased Premises, the City may enter and eject Lessee and those claiming through or under it, and remove their property and effects (using reasonable force, if necessary) without any liability therefore; without prejudice to any remedies of the City in the event of default by the Lessee; and without liability for any interruption of the conduct of the affairs of Lessee or those claiming through or under it.

23. LESSEE'S RIGHT OF TERMINATION

- A. In addition to all other remedies available to the Lessee, this Agreement shall be subject to termination by Lessee should any one or more of the following occur:
 - 1. The issuance of any order, rule or regulation by the Department of Transportation, the FAA and TSA, or its or their successor Federal agency(ies), or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport provided, that, none of the foregoing has been initiated, caused or contributed to by the Lessee:
 - 2. The breach by the City of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the City and the failure to remedy such breach for a period of sixty (60) days after written notice from Lessee of the existence of such a breach;

3. The assumption by the United States Government or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from conducting its business, if such restrictions be continued for a period of ninety (90) days or more;
 4. The inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (1) any law, or (2) any rule, order, judgment, decree, regulation or other action or non-action of any governmental authority, board, agency or officer having jurisdiction thereof, without fault of the Lessee;
 5. The taking of the whole or any part of the Leased Premises by the exercise of any right of condemnation or eminent domain.
- B. In the event any of the contingencies described in this Article 23, Section A occur, the rent shall be abated for those portions of the Leased Premises which are rendered untenable from the time of such happening until the affected premises are returned to Lessee's use.

24. ASSIGNMENT

- A. Neither Lessee nor any successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber any of Lessee's rights in and to this Agreement or any interest therein, nor license or permit the use or the rights herein granted in whole or in part without the prior written consent of the City. Such consent shall not be unreasonably withheld, provided, that, any such assignee shall be professionally qualified to do business on the Airport property, be acceptable to the City and possess sufficient financial resources and security to assure compliance with all the terms and conditions of this Agreement and the Airport's Minimum Standards.
- B. The City's consent to the assignment of this Agreement shall apply to this Agreement only. Any Self-Fueling Permit or Fuel Farm Lease cannot be assigned. If lessee's Assignee desires to self-fuel, it must first apply to the City for its own Self-Fueling Permit and must meet the requisite criteria on its own merits. If a Self-Fueling Permit is issued by the City to the Assignee, then any Fuel Farm Lease held by the lessee may be assigned with the prior written consent of the City.

25. ADVANCES BY THE CITY

If the Lessee should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the City may, at its sole option and after giving written notice to the Lessee, perform such act on behalf of the Lessee. Upon notification to the Lessee of the cost thereof by the City, the Lessee shall promptly pay the City the amount due, including fees and service charges as additional rent.

26. LEGAL CLAIMS AND ATTORNEY FEES

- A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Leased Premises or the operation of the Lessee's business at the Airport. The City and Lessee shall each have the right to settle and/or defend the same to the extent of its own interest; provided the defense of the same has not been tendered to and accepted by the other party. The Lessee is an independent contractor in every respect, and not the agent of the City.
- B. If any legal action is instituted by the parties hereto to enforce or construe this Agreement, or any part hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred. Any such legal action shall be commenced and maintained in Burleigh County, North Dakota, regardless of Lessee's residence or place of business.

27. ENCUMBRANCES AND LIENS

- A. The fee interest in the Leased Premises may not be encumbered by the Lessee for any purpose.
- B. Subject to the prior written consent by the City, Lessee may encumber this Agreement, its leasehold estate and its improvements thereon by deed of trust, leasehold mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes or other obligations of Lessee, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing the Leased Premises and the Initial Improvements thereon, provided, however, that nothing contained herein shall be construed as a limitation on Lessee's or any of Lessee's corporate affiliate's, ability to borrow funds or enter into finance transactions in the ordinary course of business and which may incidentally subject Lessee's interest in the Leased Premises to a security interest.
- C. In the event any such approved deed of trust, mortgage or other security-type instrument, should, at any time, be in default and be foreclosed, or transferred in lieu of foreclosure, the City will accept the approved mortgagee or beneficiary thereof as its new tenant under

this Agreement with all the rights, privileges and duties granted and imposed in this Agreement, subject to the conditions set forth in Article 24 of this Agreement.

- D. Any default, foreclosure or sale pursuant to said deed of trust, leasehold mortgage or other security instrument, shall be invalid with respect to this Agreement without prior notice thereof to, and approval by, the City. Upon prior written approval by the City, said mortgagee or beneficiary may assign this Agreement to its nominee, if nominee is a reputable, professionally qualified and financially responsible person in the opinion of the City. Any deed of trust, leasehold mortgage, or other security instrument shall be subject to all the terms, covenants, and conditions of this Agreement and shall not be deemed to amend or alter any of the terms, covenants, or conditions of this Agreement.
- E. Except as provided in Article 26, Section A above, Lessee agrees that it shall pay directly, or cause to be paid, all costs and expenses for work done and materials delivered to the Leased Premises and improvements at Lessee's request for improvement to the Leased Premises. Lessee shall keep the Leased Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Leased Premises at Lessee's request. Lessee agrees to and shall indemnify, and hold the City of Bismarck free from and harmless against all liability, loss, damage, cost, attorney's fees (where allowable by law) and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Lessee for use on the Leased Premises.

28. NONDISCRIMINATION

- A. Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States Government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall

be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- C. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (a) it shall maintain and operate the Lease, and each service, program or activity comprising the Lease, so that the service under the Lease is readily accessible to and usable by individuals with disabilities (including individuals who use wheelchairs); and (b) no qualified person with a disability shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in connection with the services, programs or activities offered by the Lessee. Lessee shall conduct all programs or activities comprising the Lease and operate under the Lease in compliance with all other requirements imposed pursuant to 49 CFR part 27, Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, as said Regulations may be amended from time to time, and any orders issued by the Administrator of the Federal Aviation Administration or the Assistant Administrator for Civil Rights (ACR-1) implementing the provisions of Section 504 of the Rehabilitation Act of 1973 (Section 504). In addition, Lessee shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101-12213) including the Department of Transportation's (DOT) ADA regulations (49 CFR parts 37 and 38) and the regulations of the Department of Justice implementing Titles II and III of the ADA (28 CFR parts 35 and 36). (49 CFR part 27 – FAA Order 1400.9A – AC 150/5360-14).
- D. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no

person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart E. Lessee assures that it will require that its covered sub organizations provide assurances to Lessee that they similarly will undertake an affirmative action program and that they will require assurances from their sub organizations, to the extent required by 14 CFR Part 152, Subpart E, to the same effect.

- E. Lessee agrees to comply with Section 296 and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions. In addition, Lessee agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, P.L. 101-336, July 26, 1990, 42 USC 12101, et seq.; and all pertinent regulations pursuant thereto. Lessee shall not discriminate in the use of the Leased Premises or any access thereto if such Leased Premises are used as a public accommodation or in connection with a public service. Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.
- F. In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- G. Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility on the Leased Premises providing service to the public, and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.
- H. Lessee shall indemnify and hold harmless the City from any claims and demands of third persons including the United States of America resulting from Lessee's noncompliance with any of the provisions of this Article and Lessee shall reimburse the City for any loss or expense incurred by reason of such noncompliance.

29. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement and use of the Leased Premises demised in Article 2 herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

30. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the City to any act by Lessee requiring City's consent shall not be deemed to waive consent to any subsequent similar act by Lessee.

32. VENUE

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the State of North Dakota and the County of Burleigh and the venue shall be the City of Bismarck, North Dakota.

33. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

34. HOLDOVER POSSESSION OF LEASED PREMISES BY LESSEE

Any holding over at the expiration of this Agreement shall constitute a month-to-month tenancy.

35. APPROVAL OR DIRECTION BY CITY

Wherever consent, approval, or direction by the City is required under this Agreement, such consent, approval or direction by the City shall be effective if given by the Airport's Director or his/her designee in writing in the manner set forth in this Agreement. Nothing requiring consent, approval or direction from the City shall be unreasonably requested by Lessee nor shall such consent, approval, or direction be unreasonably withheld by the City.

36. NOTICES

All payments, demands, and notices required herein shall be deemed to be properly served if hand delivered or if sent by certified or registered mail, postage prepaid, or courier, via DHL, FedEx, UPS to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

City: Airport Director
Bismarck Airport
P.O. Box 991
Bismarck, ND 58502

Lessee: Infinity Aviation, LLC
2020 3rd Street SE Suite F2
Mandan, ND 58554

or

2301 University Drive
Building 17, Suite 225B
Bismarck, ND 58504

The date of service of such notice shall be the date such notice is delivered by hand or is deposited in a Post Office of the U.S. Postal Service or with a courier service.

37. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

38. LESSEES OBLIGATIONS ARE JOINT AND SEVERAL. CCH Turbine's obligations hereunder shall be joint and several.

39. ENTIRE AGREEMENT

This Agreement consists of Articles 1 to 39, inclusive, Schedule A and Exhibits A, B, C and D.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year written.

RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:

Gregory B. Haug
Airport Director

ATTEST:

Jason Tomanek
City Administrator

ATTEST:

APPROVED AS TO FORM AND LEGALITY BY:

Julie Mees
City Attorney

CITY OF BISMARCK, NORTH DAKOTA

Michael T. Schmitz
President, Board of Commissioners
Date: _____

Cody Fleck
Infinity Aviation, LLC
Date: _____

SCHEDULE A
MINIMUM INSURANCE REQUIREMENTS

The Lessee at its own cost and expense shall keep and hold the City of Bismarck, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including reasonable attorneys' fees incidental to the investigation and defense thereof claimed by anyone by reason of injury, or death or damage to persons or property sustained as a result of the Lessee's use of the leased Premises and operations at the Airport, excluding only claims caused by the gross negligence or willful misconduct of the City, its elected and appointed officials, agents and employees, or the negligence of said parties in concert with a third party, provided, that, the City shall give the Lessee prompt and reasonable notice of any such claim or action made or filed against it, and shall tender the defense thereof to Lessee. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal. But nothing herein shall be construed as making Lessee liable for any injury, death, loss, damage, or destruction caused by the sole negligence of the City.

Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Agreement as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability as will protect the Lessee, the City from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in this Schedule A. Upon execution of this Agreement, certificates of insurance shall be provided in a form acceptable to the City. Each certificate shall include:

- A clause naming the City of Bismarck, its elected and appointed officials, agents and employees as additional insureds under the policies with respect to Lessee's use of Bismarck Airport and the Leased Premises which are the subject of this Agreement.
- "No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Bismarck Airport, P.O. Box 991, Bismarck, ND 58502."

Upon failure of Lessee to furnish, deliver, and maintain such insurance as provided for herein, the City may obtain such insurance and charge Lessee as additional rental, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the minimum insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.

All insurance must be in effect and so continue during the life of this Agreement in not less than the amounts:

- A. Workers' Compensation Unlimited - Statutory - in compliance with the Compensation Law of the State of North Dakota.
- B. Employee's Liability Coverage (Stop Gap) in the amount of \$1,000,000 per occurrence.
- C. Hangar Keeper's Insurance - \$50,000 per 1000 square feet of hanger space
- D. Comprehensive Commercial Liability Insurance with a limit of \$3,000,000 per occurrence. This insurance shall indicate on the Certificate(s) of Insurance the following coverages:

Commercial General Liability consisting of:

- Premises/Operations
- Contractual Liability
- Independent Contractors
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury

- E. Disability Benefits: Lessee shall provide proof of compliance with applicable disability benefits laws.
- F. Auto Liability Insurance with a combined single limit of \$2,000,000 per occurrence for all owned, non-owned and hired vehicles.

Location of operation shall be "Bismarck Airport, City of Bismarck, County of Burleigh, North Dakota". Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.



Airport

DATE: June 9, 2026

FROM: Gregory Haug, Airport Director

ITEM: NASAO Annual Conference Sponsorship

REQUEST:

Sponsorship for the National Association of State Aviation Officials (NASAO) 2026 Annual Conference.

BACKGROUND INFORMATION:

NASAO is the professional organization for state aviation agencies across the country. Their focus is promoting a safe, secure efficient and well-funded aviation system across the nation and representing aviation at a federal level. Each year, NASAO holds a national conference. The location of the national conference rotates throughout the country, and we're excited to see the national conference come to Grand Forks, North Dakota from September 13 through September 16, 2026. The North Dakota Aeronautics Commission is the conference host for 2026.

Airport staff actively supports the professional development activities of NASAO and has supported these efforts over the years by participating as attendees to various training opportunities NASAO provides to airports. Airport Staff requests the City Commission approve a \$4,500 sponsorship from the Airport to the NASAO 2026 Annual Conference. For this sponsorship, Bismarck Airport will get its name and logo displayed in various locations on site, in the convention guide and orally during presentations. Additionally, the sponsorship provides registration for one attendee.

This sponsorship is in accordance with the FAA's "Policy and Procedures Concerning the Use of Airport Revenue." The Bismarck Airport will pay the sponsorship from budgeted marketing funds.

RECOMMENDED CITY COMMISSION ACTION:

Approve a \$4,500.00 sponsorship for the NASAO 2026 Annual Conference.

STAFF CONTACT INFORMATION:

Gregory Haug, Airport Director, 701-355-1805, ghaug@bismarcknd.gov

Matthew Remyense, Assistant Airport Director, 701-355-1806, mremynse@bismarcknd.gov

ATTACHMENTS:

1. BIS - 1

2026 CONVENTION



50 STATES ONE SKY

This year's theme, **50 States, One Sky**, reflects the shared responsibility and unified mission of state aviation leaders across the nation. While each state brings unique challenges, resources, and approaches, all are committed to strengthening safety, improving efficiency, supporting economic vitality, and expanding equitable access.

Join us as we explore how state aviation agencies, airport leaders, industry partners, and federal stakeholders work together to strengthen infrastructure, enhance safety, advance innovation, and prepare the nation's aviation system for the future.



Grand Forks, North Dakota, stands at the forefront of aviation innovation—from pioneering UAS integration to advancing aviation education and safety. Under the theme '50 States, One Sky,' NASAO's 2026 Annual Convention & Trade Show will bring together aviation leaders from across the nation to explore how collaboration and innovation will continue to shape the next era of flight. Here in the heart of the Northern Plains, you will experience both cutting-edge technology and the genuine hospitality that defines North Dakota. We look forward to welcoming you to Grand Forks in 2026!

KYLE WANNER

EXECUTIVE DIRECTOR, NORTH DAKOTA AERONAUTICS COMMISSION



THE VENUE

The Alerus Center is the region's largest convention and meeting facility. This seamless complex offers nearly 160,000 square feet of convention and trade show space and is conveniently connected to the Canad Inns Destination center.

1200 S 42ND ST, GRAND FORKS, ND

2

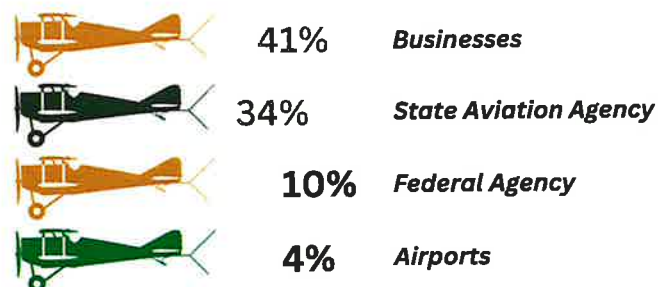
ATTENDEE PROFILE



WHO'S ATTENDING?



WHERE ATTENDEES REPORT WORKING



**Based on 2025 NASAO Annual Convention & Trade Show Attendees*

5 REASONS TO ATTEND

1. *Network* & connect with key decision makers
2. *Strengthen* current relationships
3. *Learn* from engaging speakers
4. *Identify* new prospects
5. *Explore* the host state's unique aviation communities

3



SPONSORSHIPS



BRONZE LEVEL

KEY BENEFITS

- 1 Registration
- Logo on convention signage & in program
- Verbal recognition during event
- Logo in 1 pre-event sponsor email
- 1 Social media mention
- Logo placement in event app banner



Coffee & Conversations Sponsorship

\$6,500 | 2 Available (Monday or Tuesday)

This is no average coffee break! Coffee & Conversations fuels meaningful networking through the Braindate Lounge, a new feature that uses the convention app to bring attendees together in-person, on the exhibit floor, for topical conversations. Your brand powers thought leadership and barista-crafted beverages while attendees spark conversations through Braindate. Score exclusive analytics, schedule targeted discussions before anyone else, and capture quality leads with detailed engagement reports. Sponsors have the ability to provide their own branded cups, sleeves, coasters, and napkins (please note, Braindate logo will be featured on the check-in desk).

~~50 States, One GrandSKY Aviation Trivia Sponsorship~~

\$5,000 | Monday, September 14

Aviation trivia is cleared for takeoff! It's the perfect opportunity to position your company as the "first-class" choice while creating memorable moments that'll have everyone talking long after landing. Sponsorship includes logo placement on trivia slides, sponsor hosted trivia team creation, and branded giveaways for winners.

General Convention Sponsorship

\$4,500 | Unlimited Number Available

Sponsorship includes recognition in the convention guide for level of sponsorship and company logo on printed and digital collateral.



Administration Department

DATE: June 9, 2026

FROM:

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

REQUEST:

BACKGROUND INFORMATION:

RECOMMENDED CITY COMMISSION ACTION:

STAFF CONTACT INFORMATION:

ATTACHMENTS:

1. 2025 Grant Applicant Eligibility Policy - Public Version-1

Grant Applicant Eligibility: EIN, Organization Name, and Fiscal Sponsorship

To help ensure accuracy, transparency, and IRS compliance, please review the following requirements before submitting your grant application.

Definitions

Applicant Organization

The organization listed as the official applicant in the grant system. This entity must provide its own EIN and is responsible for meeting all eligibility and reporting requirements. The applicant organization name must match IRS or Candid records unless using a recognized DBA.

Fiscal Sponsor

A separate organization that agrees to receive, manage, and distribute grant funds on behalf of another group that does not have the capacity or eligibility to do so directly. A fiscal sponsor must have its own EIN, appear in IRS or Candid records, and agree to manage funds in accordance with IRS charitable expenditure standards. When used, the fiscal sponsor receives the grant check.

Authorized Subdivision (of a Government Unit)

A department, district, or legally recognized component of a city, county, or township that operates under the governing authority of that unit of government. Authorized subdivisions may apply as the applicant organization when they hold the EIN for the project. Examples include public libraries, park districts, school districts, fire departments, and fair boards.

1. EIN Requirements

- All applicants **must** have an Employer Identification Number (EIN).
 - If your group does not have an EIN, you may [obtain one before applying](#).
 - Groups without an EIN that do not plan to obtain one should work with an eligible organization that is willing to apply for and administer the grant.

2. Organization Name and EIN Match

- The organization name on your application must match the legal name (or registered DBA) associated with your EIN.
- DBA names are acceptable only if they are recognized in IRS or Candid records for that EIN.

3. Applicants Using a Fiscal Sponsor

- You must provide the fiscal sponsor's legal name and EIN.
- If your group has its own EIN and is a 510(c)(3) in good standing or an authorized unit of government, you may apply under your own name. You do not need a fiscal sponsor.
- Grant checks will be issued to the fiscal sponsor, not directly to the sponsored group.
- By listing a fiscal sponsor, you are confirming that the sponsor has agreed to manage the funds on your behalf. We may request documentation of this relationship.

4. Government Units and Subdivisions

- Cities, counties, townships, school districts, park districts, fire departments, public libraries, and other authorized subdivisions may apply directly.
- If a community group **does not** have its own EIN and wishes to work with a government unit, the government unit (or one of its officially recognized subdivisions) must be listed as the applicant organization.
- Committees or volunteer groups affiliated with a government unit (such as Friends groups or booster clubs) may apply:
 - under their own name only if they have their own EIN, or
 - under the government unit's name if they do not. In this case, the application must be submitted by an individual authorized by the government unit to enter into financial agreements with the Foundation.

Need Help?

If you are unsure which name to use or whether your EIN is current, you can look up your organization through:

[IRS Tax-Exempt Search](#)

[Candid \(formerly Guidestar\)](#)

You are also welcome to contact us before applying. We're happy to help you navigate the requirements and avoid delays in reviewing your request.



Bismarck-Burleigh Public Health Department

DATE: June 9, 2026

FROM: Renae Moch, Director

ITEM: BisMan Community Foundation Grant

REQUEST:

Permission to apply for BisMan Community Foundation Grant.

STRATEGIC FOCUS AREA:

Safe and Healthy Community: The City of Bismarck is committed to fostering a safe, healthy, and inclusive environment where all residents can thrive. The Safe and Healthy Community strategic focus area reflects a comprehensive approach to public safety, health, and well-being—grounded in collaboration, innovation, and proactive service delivery.

Goal Three: Strengthen public health, emergency preparedness, and environmental safety to protect community well-being.

BACKGROUND INFORMATION:

Bismarck-Burleigh Public Health (BBPH) is requesting permission to apply for the BisMan Community Foundation Mini Grant in an amount up to \$5,000. The grant application deadline is July 1, 2026.

BBPH proposes using the grant funds to support the purchase and implementation of raised garden beds at BBPH and potentially other service locations where residents already receive public health services and community support. The project would expand BBPH's current food access work by incorporating fresh, seasonal produce into the existing Wellness Pantry for clients who identify as food insecure. Adding raised garden beds would provide a small but meaningful opportunity to increase access to healthy foods while also supporting nutrition education, hands-on learning, and community engagement. This project would complement BBPH's current Wellness Pantry efforts by creating a sustainable way to provide healthier food options in a familiar and accessible setting.

The proposed project aligns with BBPH's mission to improve health and safety, as well as the department's strategic focus on healthy living and access to resources that support overall well-being.

RECOMMENDED CITY COMMISSION ACTION:

Approve request to apply for BisMan Community Foundation mini-grant.

STAFF CONTACT INFORMATION:

Renae Moch, Director, 701-355-1541, rmoch@bismarcknd.gov

Katie Johnke, Nutrition Services Program Coordinator, 701-355-1555,
kjohnke@bismarcknd.gov

ATTACHMENTS:

1. 2025 Grant Applicant Eligibility Policy

Grant Applicant Eligibility: EIN, Organization Name, and Fiscal Sponsorship

To help ensure accuracy, transparency, and IRS compliance, please review the following requirements before submitting your grant application.

Definitions

Applicant Organization

The organization listed as the official applicant in the grant system. This entity must provide its own EIN and is responsible for meeting all eligibility and reporting requirements. The applicant organization name must match IRS or Candid records unless using a recognized DBA.

Fiscal Sponsor

A separate organization that agrees to receive, manage, and distribute grant funds on behalf of another group that does not have the capacity or eligibility to do so directly. A fiscal sponsor must have its own EIN, appear in IRS or Candid records, and agree to manage funds in accordance with IRS charitable expenditure standards. When used, the fiscal sponsor receives the grant check.

Authorized Subdivision (of a Government Unit)

A department, district, or legally recognized component of a city, county, or township that operates under the governing authority of that unit of government. Authorized subdivisions may apply as the applicant organization when they hold the EIN for the project. Examples include public libraries, park districts, school districts, fire departments, and fair boards.

1. EIN Requirements

- All applicants **must** have an Employer Identification Number (EIN).
 - If your group does not have an EIN, you may [obtain one before applying](#).
 - Groups without an EIN that do not plan to obtain one should work with an eligible organization that is willing to apply for and administer the grant.

2. Organization Name and EIN Match

- The organization name on your application must match the legal name (or registered DBA) associated with your EIN.
- DBA names are acceptable only if they are recognized in IRS or Candid records for that EIN.

3. Applicants Using a Fiscal Sponsor

- You must provide the fiscal sponsor's legal name and EIN.
- If your group has its own EIN and is a 510(c)(3) in good standing or an authorized unit of government, you may apply under your own name. You do not need a fiscal sponsor.
- Grant checks will be issued to the fiscal sponsor, not directly to the sponsored group.
- By listing a fiscal sponsor, you are confirming that the sponsor has agreed to manage the funds on your behalf. We may request documentation of this relationship.

4. Government Units and Subdivisions

- Cities, counties, townships, school districts, park districts, fire departments, public libraries, and other authorized subdivisions may apply directly.
- If a community group **does not** have its own EIN and wishes to work with a government unit, the government unit (or one of its officially recognized subdivisions) must be listed as the applicant organization.
- Committees or volunteer groups affiliated with a government unit (such as Friends groups or booster clubs) may apply:
 - under their own name only if they have their own EIN, or
 - under the government unit's name if they do not. In this case, the application must be submitted by an individual authorized by the government unit to enter into financial agreements with the Foundation.

Need Help?

If you are unsure which name to use or whether your EIN is current, you can look up your organization through:

[IRS Tax-Exempt Search](#)

[Candid \(formerly Guidestar\)](#)

You are also welcome to contact us before applying. We're happy to help you navigate the requirements and avoid delays in reviewing your request.



Bismarck-Burleigh Public Health Department

DATE: June 9, 2026

FROM: Renae Moch, Director

ITEM: 2026-2029 SUPTRS Block Grant

REQUEST:

Permission to apply for North Dakota Health and Human Services Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Community Block Grant Funding for 2026-2029.

STRATEGIC FOCUS AREA:

Safe and Healthy Community: The City of Bismarck is committed to fostering a safe, healthy, and inclusive environment where all residents can thrive. The Safe and Healthy Community strategic focus area reflects a comprehensive approach to public safety, health, and well-being—grounded in collaboration, innovation, and proactive service delivery.

Goal Three: Strengthen public health, emergency preparedness, and environmental safety to protect community well-being.

BACKGROUND INFORMATION:

Bismarck-Burleigh Public Health (BBPH) is requesting permission to apply for the North Dakota Health and Human Services Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Community Block Grant.

BBPH is requesting \$54,000 per year for three years, for a total grant request of \$162,000. If awarded, the funding would support and strengthen substance abuse prevention efforts currently underway through BBPH's Substance Abuse Prevention Program. The proposed project would focus on identifying local substance use prevention priorities, such as underage drinking, adult binge-drinking, and other substance use or misuse concerns identified through a community assessment. The project would also outline local conditions contributing to these priority areas and support the implementation of evidence-based prevention strategies tailored to Bismarck's needs. This funding opportunity would provide important support for BBPH's ongoing work to reduce substance misuse, strengthen local prevention infrastructure, and promote a safer and healthier community.

There is no local match requirement for this grant, and no new FTEs as part of this application. Existing Substance Abuse Prevention Program staff would administer the grant activities within the scope of current program operations.

RECOMMENDED CITY COMMISSION ACTION:

Approve request for permission to apply for North Dakota Health and Human Services Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Community Block Grant Funding.

STAFF CONTACT INFORMATION:

Renae Moch, Director, 701-355-1541, rmoch@bismarcknd.gov
Susan Kahler, Substance Abuse Prevention Coordinator, 701-355-1597, skahler@bismarcknd.gov

ATTACHMENTS:

1. 2026-2029 SUPTRS Block Grant Community ITA

NORTH DAKOTA

**SUBSTANCE USE PREVENTION
COMMUNITY FUNDING
OPPORTUNITY**

INVITATION TO APPLY

APPLICATION GUIDANCE



Behavioral Health
HEALTH & HUMAN SERVICES

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FUNDING OPPORTUNITY DESCRIPTION

ELIGIBLE APPLICANTS

This will be a noncompetitive application process for eligible Local Public Health Units (LPHUs) in North Dakota. Recipients of the Partnership for Success grant are not eligible.

PROGRAM BACKGROUND & GOALS

The Substance Use Prevention Community Funding Opportunity is funded through the federal Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant, through the Substance Use and Mental Health Services Administration (SAMHSA). SAMHSA requires a minimum of 20% of the total award to be used for primary prevention strategies. These strategies are directed at individuals not identified to be in need of treatment. Funding must be used to develop a comprehensive primary prevention program that includes activities and services provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance use/misuse.

Prevention is a proactive approach; creating an environment that promotes the health and wellbeing of individuals and communities, which prevents problems before they occur. Research over the last two decades has shown substance use disorders are both preventable and treatable. Prevention efforts are a critical component of the behavioral health systems and supports in communities and statewide, and it is most effective when stakeholders and community members work together to take action – emphasizing collaboration and community mobilization.

Prevention works when it:

- follows the Public Health Model, focusing on population-level change.
- follows a data-driven process to assess, plan, implement and evaluate outcomes, also known as the Strategic Prevention Framework (SPF).
- focuses on reducing risk factors, strengthening protective factors, and building resiliency of individuals, families, and communities.
- requires a multi-faceted approach, implementing a variety of evidence-based strategies working towards a common goal.
- is relevant to the community, including local conditions and diverse demographics.
- impacts individuals across the lifespan.

The goal of the Substance Use Prevention Community Funding Opportunity is to support community-level evidence-based substance use prevention implementation by:

- Increasing capacity for implementing and sustaining prevention in the public health and behavioral health systems throughout the state
- Making positive change in data-driven priority areas including:

- Underage drinking
- Adult binge drinking
- Other substance use/misuse as identified through data (excluding opioids and stimulants)

CONTRACT DATES

The contract will run from October 1, 2026, through September 30, 2029. The contract period will be broken into three phases (timeframes may be modified):

- Phase 1: Assessment Phase, October 1, 2026 – November 30, 2026
- Phase 2: Planning Phase, December 1, 2026 – December 31, 2026
- Phase 3: Implementation Phase, November 1, 2026 – July 31, 2029
- Phase 4: Evaluation Phase, August 1, 2029 – September 30, 2029

EXPECTATIONS & SCOPE OF WORK

1. GENERAL EXPECTATIONS

- Submit monthly reports on or before the 10th of each month to the State using the Monthly Reporting process developed by the State.
- Collaborate with existing prevention organizations and programs to maximize benefit, avoid duplication of efforts, and redirect or realign resources.
- Participate in required Training and Technical Assistance (TTA) opportunities provided by the State, to include trainings and onsite visits.
 - Quarterly in-person or virtual training events
 - Monthly Q&A Calls
- Participate in quarterly virtual meetings with the State with the requirement of providing a brief presentation on recent activities, accomplishments, and barriers.
- Ensure at least one individual working under this grant has completed the Application for Prevention Success Training (formally known as Substance Abuse Prevention Skills Training) training offered by the state, within the last 5 years.

2. ASSESSMENT PHASE

- Submit written community needs assessment to the State for approval by November 30, 2026, to include:
 - Completion of the state provided assessment tool administered via Qualtrics.
 - Responses submitted through the state provided assessment tool will serve as the official needs assessment submission and will be used for statewide reporting, monitoring, and evaluation purposes.
 - Review community data available describing substance use and consequences, following state-level data priorities:
 - Underage drinking, adult binge drinking, or other substance as identified by data

- Review and analyze both state and local data sources, which may include
 - Law enforcement data, Youth Risk Behavior Survey (YRBS), School and community level data
- Identify data related to intervening variables and local conditions. This data will serve as a baseline assessment and will be re-assessed during the Evaluation Phase.
- During the Assessment Phase, no new activities may be implemented.
- Completion and approval of the needs assessment is required prior to entering the planning phase prior to approval of reimbursement.
- Submit a monthly Request for Reimbursement (RFR) Form via SFN 1763
 - Reimbursement will be up to \$5,000 per month during this phase for the assessment. Up to \$5,000 additional reimbursement may be requested for sustained prevention activities supporting strategies that have previously been implemented.

3. PLANNING PHASE

- Develop and submit written plan to the State for approval by December 31, 2026, to include:
 - Review findings from approved needs assessment and identify one primary strategy linked to the local condition, and multiple activities (following CADCA's Seven Strategies for Community Change) to work towards environmental change.
 - Identify a community coalition, if applicable, to serve as the local advisory workgroup to the community's prevention work.
 - Develop a Strategic plan that must include:
 - A logic model clearly linking identified local conditions, intervening variables, strategies and expected outcomes.
 - SMART (specific, measurable, achievable, relevant, and time-bound) goals aligned with the identified priority area.
 - NDBHD will provide a logic model template to support consistency across grantees.
- During the Planning Phase, no new activities may be implemented.
- Submit a monthly Request for Reimbursement (RFR) Form via SFN 1763
 - Reimbursement will be up to \$5,000 per month during this phase for the plan. Up to \$5,000 additional reimbursement may be requested for sustained prevention activities supporting strategies that have previously been implemented.

4. IMPLEMENTATION PHASE

- Implement activities identified in the Planning Phase.
 - Implement evidence-based activities following guidelines outlined in

Attachment A

- Collect process measures to monitor and modify activity and strategy implementation as needed.
- Collect Outcome measures that are aligned with the approved logic model and SMART goals to assess changes in knowledge, attitudes, behaviors, and community level indicators related to substance use prevention, and to evaluate the effectiveness and impact of implemented strategies
- Implement a minimum of three (3) activities monthly as outlined in the Parents LEAD Community Toolkit to support general prevention efforts and increase readiness: <https://www.parentslead.org/get-started-your-community>
- Submit a monthly Request for Reimbursement (RFR) Form via SFN 1763
 - Reimbursement will be up to \$6,500 per month for activities implemented.
 - Collaboration with the State is required to ensure funding is properly managed and utilized throughout the Implementation Phase.

5. EVALUATION PHASE

- Complete an evaluation of the local condition that was identified in the Assessment and Planning Phases and submit to the State by September 30, 2026, to include the following:
 - Completion of the state provided evaluation tool administered through Qualtrics.
 - Responses submitted through the Qualtrics tool will serve as the official evaluation.
 - A detailed summary of progress made for the implemented strategy utilizing pre and post assessment data collected.
 - A clear summary of process measures (total people reached, number of resources disseminated, etc.)
 - outcome measures based on identified priority areas and aligned with approved logic model and SMART goals.
 - identification of communication points to share with local stakeholders.
 - identified barriers to implementation for activities and possible solutions.
 - plans for sustaining outcomes.
- Submit a monthly Request for Reimbursement (RFR) Form via SFN 1763
 - Reimbursement will be \$10,000 upon receipt and approval of evaluation.
 - This amount will be withheld from total available funding during the Implementation Phase to ensure the Evaluation Phase is completed at the end of the contract period.
 - Implementation activities may continue through the end of the contract period at up to \$6,500 per month.

FUNDING AVAILABILITY, DISTRIBUTION, AND COMPENSATION

Monthly reimbursement shall be submitted upon deliverables being met as detailed in Attachment A. Total maximum funding allocation to each eligible LPHU will be a total of \$162,000 for 3 years.

- \$5,000 will be reimbursed upon completion and approval of the assessment, with up to \$2,000 additional per month reimbursement for sustained prevention activities supporting strategies that are currently being implemented.
- \$5,000 will be reimbursed upon completion and approval of the plan during the planning phase, with up to \$2,000 additional reimbursement per month for sustained prevention activities supporting strategies that are currently being implemented.
- Up to \$6,500 will be reimbursed per month during the Implementation Phase based upon the completion of activities outlined in Attachment A.
- \$10,000 will be reimbursed upon completion and approval of the evaluation.
- Total Maximum funding allocation for each tribe will be a total of 54,000 per year.

Funds may only be used for primary prevention efforts as identified by SAMHSA. Funds may not be used to supplant or duplicate other primary prevention efforts. Funds may not be used for substance use treatment, recovery, or relapse prevention. See Attachment B for a comprehensive list of funding restrictions.

APPLICATION AND SUBMISSION INFORMATION

DEADLINE FOR ITA SUBMISSION

Schedule	Dates	Time (CT)
Invitation to Apply Deadline	June 15, 2026	5:00PM
Approximate Date of Notification of Award	August 22, 2026	5:00pm
Contract Start	October 1, 2026	
Contract End	September 30, 2029	

Applicants must submit completed Invitation to Apply (ITA) Form by **June 15, 2026, at 5pm (CST)** to Heather Betts @ hbetts@nd.gov

REVIEW PROCESS & QUESTIONS

Completed ITAs will be reviewed by the Behavioral Health Division (BHD). Please allow up to one week following the application deadline for notice of award.

Any questions and clarification requests can be submitted to Heather Betts at hbetts@nd.gov



Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Community Event Street Closure - Grace Lutheran Brethren Church

REQUEST:

Close Avenue A between 24th Street and 25th Street on August 28, 2026, from 1:00 PM to 9:00 PM for an event hosted by Grace Lutheran Brethren Church.

BACKGROUND INFORMATION:

The church plans to host a fall-schedule kick-off event with activities to include food, bouncy houses, games, and a fire truck display.

RECOMMENDED CITY COMMISSION ACTION:

Approve the closure of Avenue A between 24th Street and 25th Street on August 28, 2026, from 1:00 PM to 9:00 PM for an event hosted by Grace Lutheran Brethren Church.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Event Street Closure Application - Grace Lutheran Brethren Church



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: Block party

Event Dates and Times: 08/28/2026 5:00pm - 8:00pm

Requested Street Closure Dates and Times: 08/28/2026 1:00pm - 9:00pm

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: Grace Lutheran Brethren Church

The purpose of the festival or event: fall schedule kick off

The activities that will be held as part of the event: food, bouncy houses, games, fire department

Is the festival sponsored by a non-profit community service organization?

yes

If no, how does the event or festival constitute a community service?

Event Manager/Coordinator Contact Information:

Name:

Email Address:

Cell Phone:

Is Amplified Music Present: yes (If yes, Environmental Health Permit

Required) Is Alcohol Served: no (If yes, Police Department Permit Required)

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.

Proposed Street Closure Location





Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Community Event Street Closure - KFYZ Food on 4th

REQUEST:

Close 4th Street from Broadway Avenue north to the parking ramp driveway and also the Broadway Avenue parking lane east of 4th Street on Thursdays from July 9, 2026, through August 13, 2026, from 6:00 AM to 7:00 PM.

BACKGROUND INFORMATION:

This is a downtown event for the community involving food trucks and local musicians.

RECOMMENDED CITY COMMISSION ACTION:

Approve the closure of 4th Street from Broadway Avenue north to the parking ramp driveway and also the Broadway Avenue parking lane, east of 4th Street, on Thursdays from July 9, 2026, through August 13, 2026, from 6:00 AM to 7:00 PM.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Events and Festivals Application - KFYZ Food on 4th



Application for a Community Event in the Public Right of Way

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

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

Name of Event: KFYR TV Food on Fourth

Event Dates and Times: Thursdays July 9 through August 13, 2026. 11am -7pm

Requested Street Closure Dates and Times: Thursdays July 9 through August 13, 2026. 6am -7pm

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: KFYR TV

The purpose of the festival or event: Downtown event for the community providing music and food.

The activities that will be held as part of the event: Food trucks, local musicians

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

If no, how does the event or festival constitute a community service? _____

Food on Fourth is a great opportunity for local food trucks and musicians. At the same time some great entertainment for the community.

Event Manager/Coordinator Contact Information:

Name: _____

Email Address: _____

Cell Phone: _____

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

Is Alcohol Served: NO (If yes, Police Department Permit Required)

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.

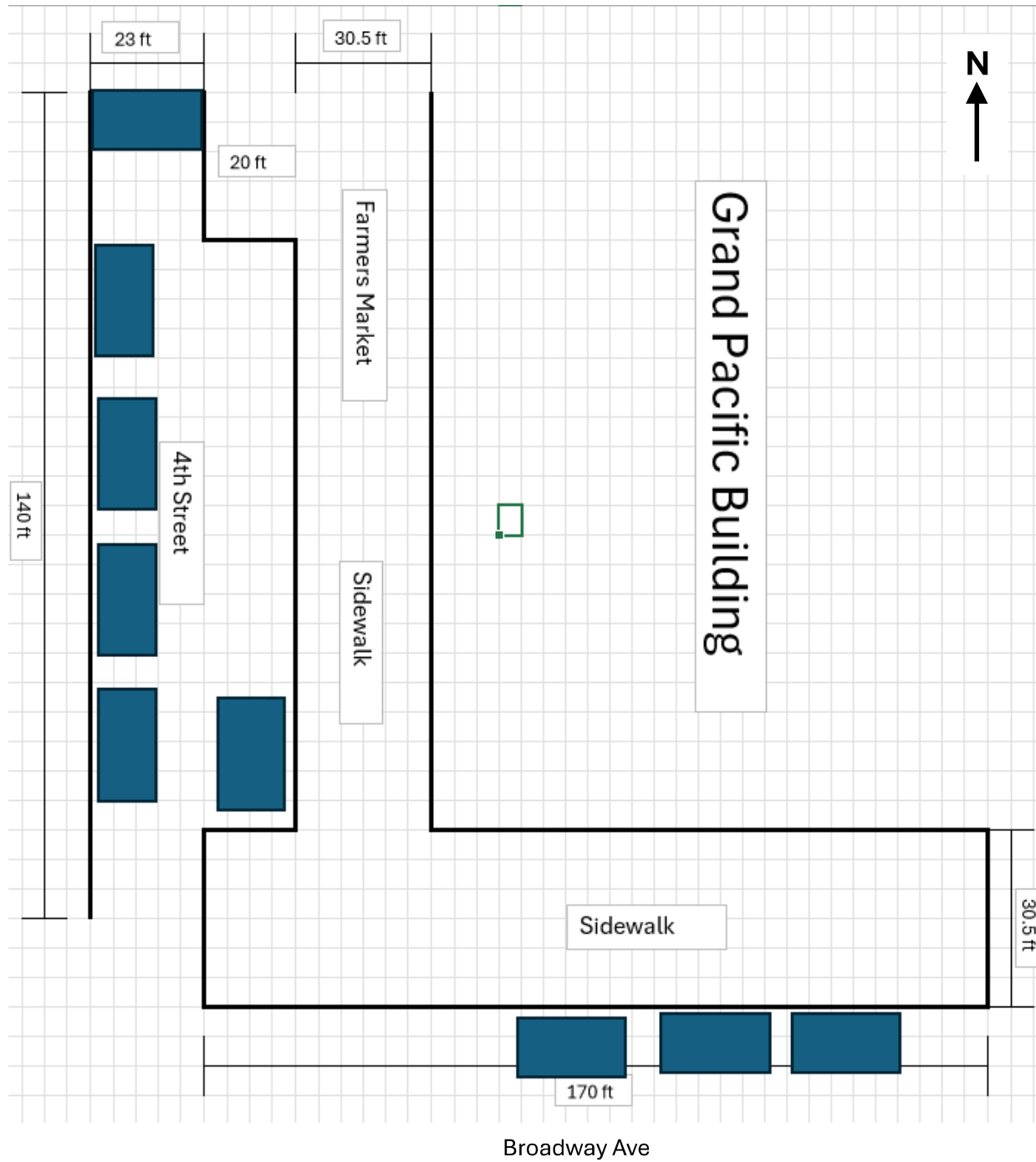
1. The sponsor of the event or festival shall submit to City Administration a written application for a permit at least 45 days prior to the opening of the community event or festival for which a permit is desired. The application shall state:

- 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: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Community Event Street Closure - Block Party on 4th

REQUEST:

Close 4th Street between Rosser Avenue and Avenue A on August 29, 2026, from 2:30 PM to 7:00 PM for the 3rd annual Block Party on 4th community event.

BACKGROUND INFORMATION:

This will be the 3rd annual "Block Party on 4th" community event. It is sponsored by Craftcade, Glance Spa & Salon, Bravera Bank, MDU, and Mojo Radio. Planned activities include food trucks, music, inflatables, a dunk tank, and games for kids. All proceeds will be donated to the American Foundation for Suicide Prevention.

RECOMMENDED CITY COMMISSION ACTION:

Approve the closure of 4th Street between Rosser Avenue and Avenue A on August 29, 2026, from 2:30 PM to 7:00 PM for the 3rd annual Block Party on 4th community event.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Event Street Closure - Block Party on 4th (redacted)



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: 3rd Annual Block Party on 4th

Event Dates and Times: Aug. 29th 3:00 - 7:00

Requested Street Closure Dates and Times: Aug 29th 2:30 - 7:00

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: Cititrade, Glance, Bravera, MDW, Mojo Radio

The purpose of the festival or event: Community fun

The activities that will be held as part of the event: Food Trucks, Music,

Inflatables, Dunk tank and games for kids

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

If no, how does the event or festival constitute a community service? WE

are not sponsored by a nonprofit, but all proceeds are
donated to AFSP.

Event Manager/Coordinator Contact Information:

Name: [REDACTED]

Email Address: [REDACTED]

Cell Phone: [REDACTED]



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:

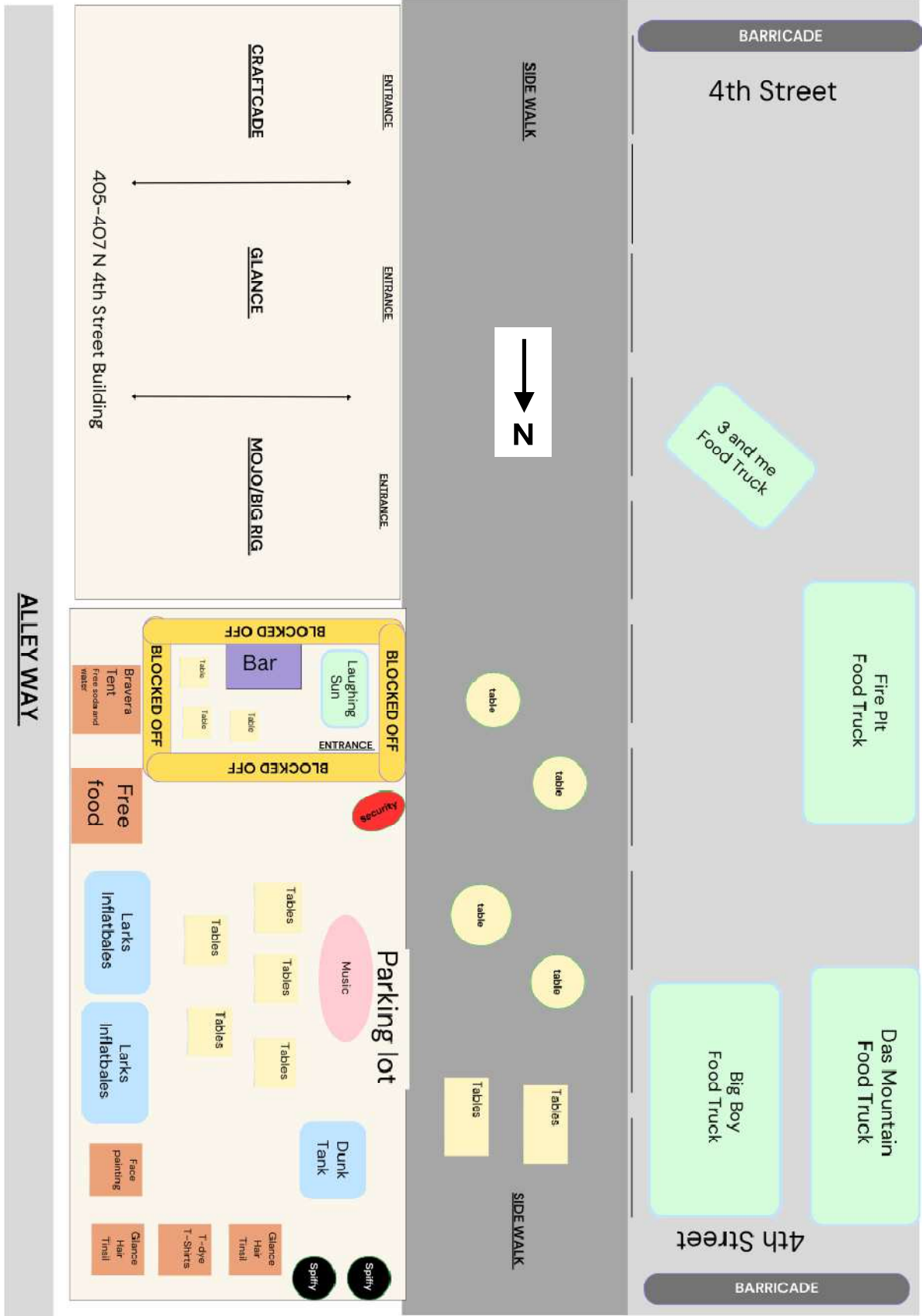
- a. The time, date and location of the festival or event. The applicant shall include a map of the proposed event showing the layout of booths, stalls or other attractions and including the specific location of any outdoor grilling activities;
- b. The group, firm or individual by whom the festival 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.

Block Party on 4th!





Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Park Improvement District PI - 007

REQUEST:

Resolutions for declaring petitions have been received, creating the district, ordering the preparation of the engineer's report, approving the engineer's report, and directing the preparation of the plans and specifications for Park Improvement District No. PI 007.

BACKGROUND INFORMATION:

The Neighborhood Park and Open Space Policy was adopted by the City Commission on October 22, 2013. On December 23, 2014, the City Commission and the Bismarck Parks and Recreation District entered into a Joint Powers Agreement (attached) establishing the authority to finance park improvements through a special assessment district created by the City Commission.

A Park Development Agreement (attached) was entered into between the Developer and the Bismarck Parks and Recreation District on June 13, 2019. Park Improvement District PI-007 consists of the construction of neighborhood park amenities including playground equipment, a picnic shelter, fitness pods, and trail connections. This agreement detailed the timing and location of the neighborhood park, which serves the Boulder Ridge Developments. The park would be located within land to be platted as Boulder Ridge Eighth Addition, approved by Bismarck Planning and Zoning Commission on May 27, 2026, but not yet approved by Bismarck City Commission at the time of this memo. The Developer owns less than 50% of the benefited area, requiring the need for a resolution of necessity, giving the benefiting area the ability to protest the improvement.

The engineering report is attached and will be posted to the city website upon City Commission approval at www.bismarcknd.gov/streets. Letters will be sent to property owners after the resolution of necessity has been approved by the City Commission to notify them of this project along with their estimated special assessment cost and their right to protest this improvement per NDCC Chapter 40-22.

Project Schedule

Resolution Creating District
Resolution of Necessity
Protest Period Ends

June 9, 2026
June 23, 2026
July 30, 2026

Insufficiency of Protests	August 11, 2026
Authorization to Advertise	September 22, 2026
Receipt and Opening of Bids	October 13, 2026
Approval of Bids by Park Board	October 15, 2026
Award of Bid	October 27, 2026
Project Completion	Fall 2027

RECOMMENDED CITY COMMISSION ACTION:

Approve resolutions declaring petitions have been received, creating the district, ordering the preparation of the engineer's report, approving the engineer's report, and directing the preparation of the plans and specifications for Park Improvement District No. PI 007.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Engineering Report & Boundary Map - PI007
2. BPRD Request of City of Bismarck
3. Park Development Agreement - Boulder Ridge 7-8 & Amendment signed 4-13-2021
4. Joint Powers Agreement-Special Assessments-Signed

ENGINEER'S REPORT
Park Improvement District Seven (PI 007)

General Nature, Purpose and Benefit

Park Improvement District PI 007 consists of constructing neighborhood park amenities including playground equipment, a picnic shelter, fitness pods, and trail connections. The park would be located within land to be platted as Boulder Ridge Eighth Addition

The Park Development Agreement, as a requirement to develop Boulder Ridge Seventh Addition First Replat, was entered into by the Park District of the City of Bismarck and the developer, Five Guys Investments, LLP. This agreement detailed the timing and location of the neighborhood park, which serves the Boulder Ridge Developments.

The boundaries of the district were drawn to include all parcels which receive benefit from the improvements of this district as detailed in the Park Development Agreement and as per the current special assessment policy approved by the City Commission. Please see attached map.

Cost Feasibility

Schedule A - Project Costs included as set out in Section 40-22-01 of the NDCC and as advertised under section 40-22-19 of the NDCC.

Park Construction & Trail Connections	\$	370,270
Subtotal	\$	370,270
10% Contingency	\$	37,027
Total Schedule A Cost	\$	407,297

Schedule B - Other Project Costs not otherwise included above.

Land Acquisition	\$	131,517
Engineering Fees	\$	48,875
Administration Fees	\$	26,941
Interest During Construction	\$	10,776
Advertising and Legal	\$	16,164
Total Schedule B Cost	\$	234,274

Project Cost Summary

Schedule A Costs	\$	407,297
Schedule B Costs	\$	234,274
Total Estimated Improvement Cost	\$	641,571

Funding Summary

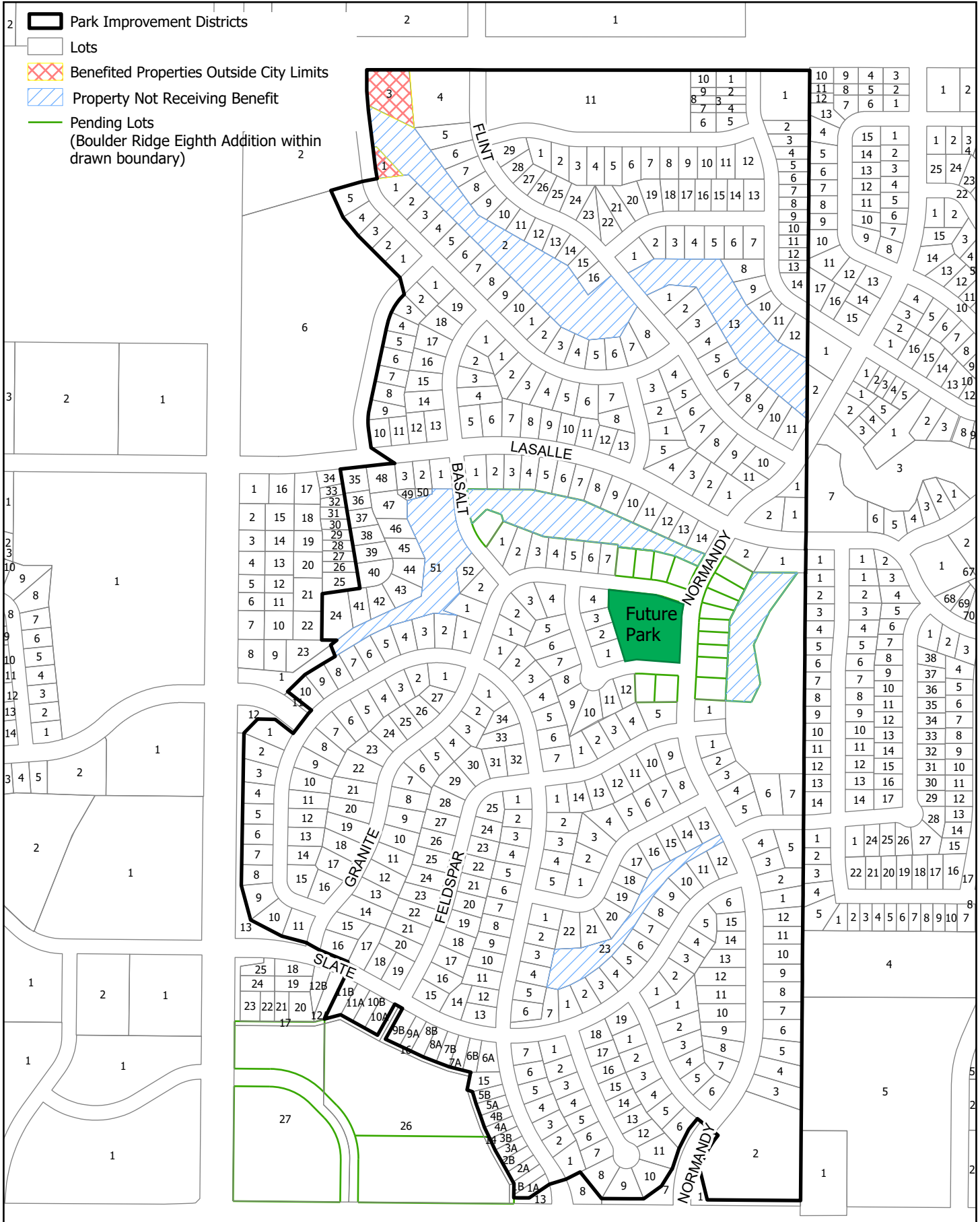
Special Assessments	\$	641,571
Total Funding	\$	641,571

This work was prepared by me or under my direct supervision. We believe this project to be cost effective.




Linda J. Oster, P.E.
Assistant City Engineer

Park Improvement District PI-007



May 28, 2026

MEMORANDUM

To: Gabe Schell, City Engineer
From: Kevin Klipfel, Executive Director 
Re: **AGENDA ITEM – Park Improvement District PI-007**
Request for Resolution Creating District and Ordering Preparation of Preliminary Engineering Reports
Request for Resolution Approving Preliminary Engineering Reports and Directing the Preparation of Plans and Specifications
Request for Resolution of Necessity
Request for Resolution Determining Insufficiency of Protests
Request for Resolution Approving Plans and Specifications
Request for Authorization to Advertise and Receive Bids

Please consider placing the above items on the applicable Board of City Commissioners agendas for the meeting beginning Tuesday, June 9, 2026, at 5:15 p.m. in the Tom Baker Room.

The Neighborhood Park and Open Space Policy was adopted by the City Commission on October 22, 2013. On December 23, 2014, the City Commission and the Park Board entered into a Joint Powers Agreement establishing the authority to finance park improvements through a special assessment district created by the City Commission.

A Park Development Agreement (attached) was entered into between the Developer and the Park District on June 13, 2019. Park Improvement District PI-007 consists of the construction of neighborhood park amenities including playground equipment, a picnic shelter, fitness pods, and trail connections. The park would be located within land to be platted as Boulder Ridge Eighth Addition, approved by Bismarck Planning and Zoning Commission on May 27, 2026, but not yet approved by Bismarck City Commission at the time of this memo. The Developer owns less than 50% of the benefited area, requiring the need for a resolution of necessity, giving the benefiting area the ability to protest the improvement.

The estimated total special assessment for a median lot in Boulder Ridge (approx. 12,800 sf) is estimated to be between \$1,000 and \$1,250 which results in an estimated annual principal installment between \$65 and \$85 for a 15-year term. The proposed Park Improvement District PI-007 includes benefiting property that is not currently annexed. The costs associated with benefited property outside city limits will be special assessed to the Park District to be held in abeyance until they are special assessed to the benefited parcels when they are annexed.

Proposed Schedule

Resolution of Necessity	June 23, 2026
Insufficiency of Protests	August 11, 2026
Authorization to Advertise	September 22, 2026
Receipt and Opening of Bids	October 13, 2026
Approval of Bids by Park Board	October 15, 2026
Award of Bids	October 27, 2026
Project Completion	Fall 2027

Attachments: Park Development Agreement
Joint Powers Agreement

A nationally accredited park and recreation agency.

AMENDMENT TO PARK DEVELOPMENT AGREEMENT
Neighborhood Park in Boulder Ridge Development

December

THIS AMENDMENT TO PARK DEVELOPMENT AGREEMENT for Neighborhood Park in Boulder Ridge Development, entered into the 17 day of 2020 by and between **Five Guys Investment, LLP**, whose post office address is 101 Slate Drive, Bismarck, ND 58503 ("Landowner") and the **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 ("Park District").

WHEREAS, the parties entered into a Park Development Agreement dated June 13, 2019, (the "Agreement") for the development of a neighborhood park in Boulder Ridge Development.

WHEREAS, Boulder Ridge 7th is being replatted in 2020, to make minor adjustments to dimensions of some lots and the right of way and will be renamed to Boulder Ridge Seventh Addition First Replat.

WHEREAS, there were minor changes in the number and numbering of lots in the approval of the plat which occurred after the approval of the Agreement.

WHEREAS, the parties desire to amend the Agreement as provided herein and to otherwise ratify and confirm all the terms and conditions as set forth therein;

NOW, THEREFORE, for and in consideration of the above recitals, the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

1. Boulder Ridge 7th Addition is now named Boulder Ridge Seventh Addition First Replat and any reference to Boulder Ridge 7th in the Agreement and exhibits is now Boulder Ridge Seventh Addition First Replat.
2. These exhibits have been revised because of minor changes in lots and numbering and are attached to this Amendment:

Exhibit A Plat of Developer Property

Exhibit A-2 Map of Benefitted Property

Exhibit D Petition for Park Improvements

IN WITNESS WHEREOF, the parties have caused this amendment to be executed as of the day and year written above.

LANDOWNER:

By: _____

Jack Knutsen, Five Guys Investment, LLP

ATTAS BOURGESS II

THE PARK DISTRICT OF THE
CITY OF BISMARCK

By: _____

Julie Jeske, President

By: _____

Randy Bina, Clerk

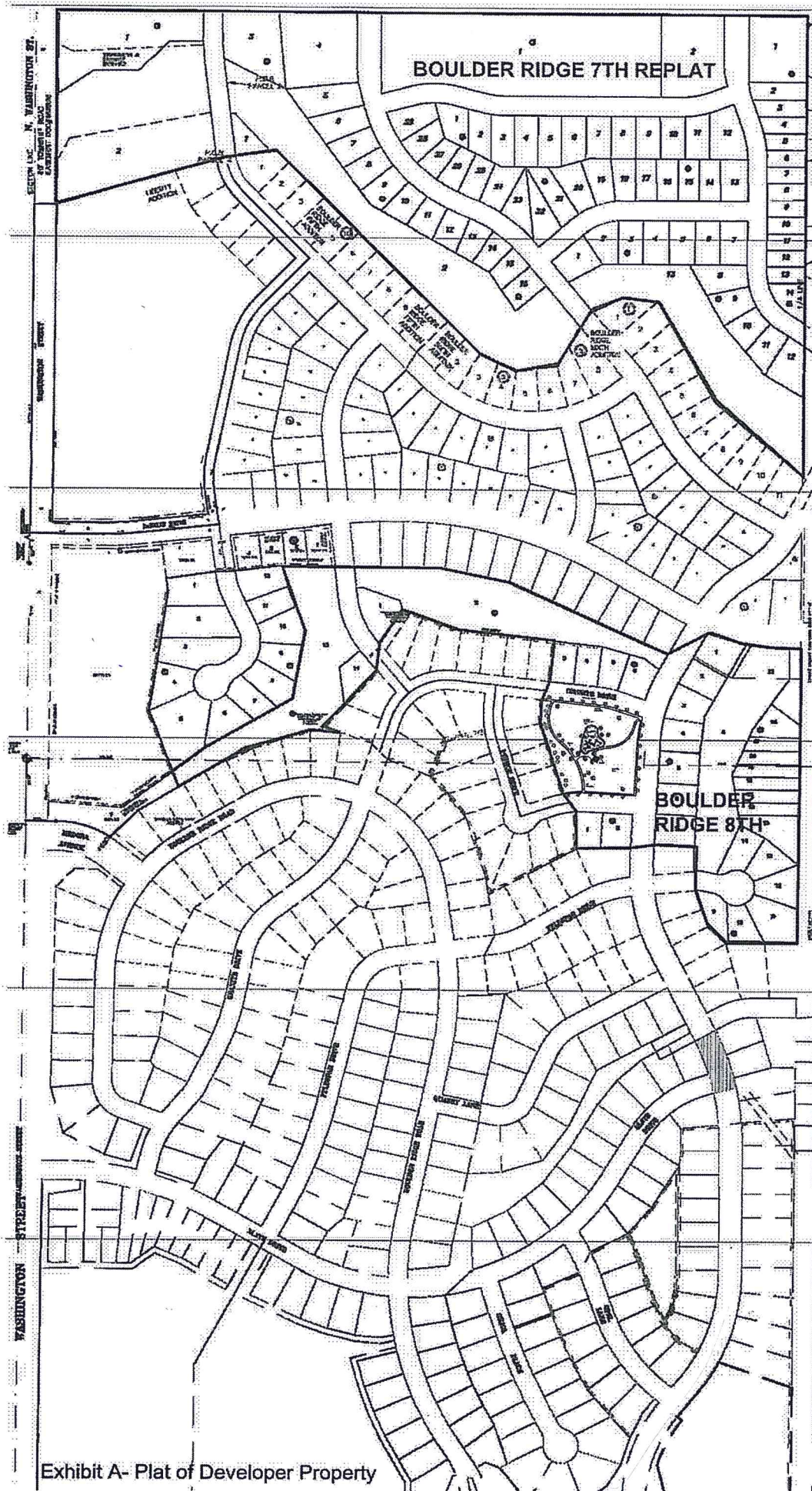


Exhibit A- Plat of Developer Property



PETITION FOR PARK IMPROVEMENTS
For lots zoned R5, R10, RM, or RT Residential

DATE: 12/7/2020

To the Honorable Board of City Commissioners
 Bismarck, North Dakota

Commissioners:

The undersigned owners of the property liable to be assessed for the park improvement respectfully petition your Honorable Board to have park improvements completed on (legal description of lots where park is to be developed):

Lots 1-7, Block 3, Boulder Ridge 8th Addition

It is agreed that 100% of the costs of said park improvements shall be assessed to the benefited property according to the Bismarck Parks and Recreation District's Basis of Special Assessment Policy.

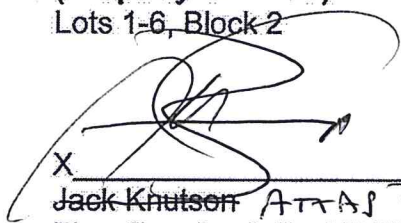
PROPERTY DESCRIPTION

Lots 1-2, Block 1
 Lots 1-16, Block 2
 Lots 1-2, Block 3
 Lots 1-29, Block 4
 Lots 1-13, Block 5
 Lots 1-14, Block 6
All in Boulder Ridge 7th Addition
(First Replat)
 Lots 1-2, Block 1
 Lots 1-2, Block 4
 Lots 1-23, Block 5
All in Boulder Ridge 8th Addition

SIGNATURE and ADDRESS
(Property Owner/s)

Lots 1-6, Block 2

X


 Jack Knutson *ATTN: Boulder Ridge #*
 Five Guys Investments LLP
 101 Slate Dr
 Bismarck, ND 58503

PROPERTY DESCRIPTION

SIGNATURE and ADDRESS
(Property Owner/s)

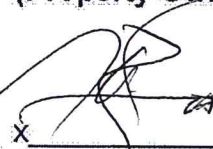
Lot 4, 8, 10, Block 1
Lot 1, Block 2
Lot 4, 10-11, Block 3

Lot 4, 7-8, Block 5
All in Boulder Ridge 6th Addition

Lot 3, Block 1
Lot 4, Block 2
Lot 2, Block 4
All in Boulder Ridge 5th Addition

Lot 1-2, Block 3
All in Boulder Ridge 4th Addition

Lot 17, Block 2
All in Boulder Ridge 2nd Addition


X

Jack Knutson *ATTAS BOUTREFF*
Boulder Ridge Development Inc.
101 Slate Dr
Bismarck, ND 58503

For City Engineer Use Only

Approved by Gabe Schell, P.E.
City Engineer, Bismarck, ND

Date

Joint Powers Agreement
City of Bismarck and
Park District of the City of Bismarck

This Joint Powers Agreement is made this 22nd day of December 2014, between the City of Bismarck ("City") and the Park District of the City of Bismarck ("Park District").

Preliminary Statement

The City of Bismarck is a municipal corporation and the Park District of the City of Bismarck is a park district created under chapter 40-49 of the North Dakota Century Code. Chapter 54-40 of the North Dakota Century Code gives the parties the authority to enter into a Joint Powers Agreement.

I. Purpose: The City and the Park District desire to join together in a joint exercise of their governmental powers for the purpose of planning and constructing neighborhood parks and financing those neighborhood parks and open spaces by the use of special assessments to maintain and enhance the high quality visual aesthetic of the community and to ensure that adequate usable neighborhood parks, open space and recreational facilities are provided for the existing and future residents of the City of Bismarck, in accordance with City of Bismarck ordinance 14-09-03.

II. Joint Powers Authority. Article VII, Section 10, of the North Dakota Constitution permits a political subdivision to enter into an agreement with a state agency to jointly exercise their common powers. The provisions of Chapter 54-40.3 of the North Dakota Century Code specifically permit and, by their nature, encourage the cooperative and joint administration of government functions.

III. Membership. The members of this Agreement shall be the City of Bismarck and the Park District of the City of Bismarck. The membership may not be expanded.

IV. Effective Date and Term: This Agreement shall become effective on the date signed by the last party to sign the Agreement. The Agreement shall be for a term of fifty years commencing on the effective date of this Agreement. This Agreement can be terminated 180 days following written notice of termination sent by either party to the other party.

V. Executive Committee. The Executive Committee of this Joint Powers Group as selected and appointed by the Parties shall consist of four members: (1) the Executive Director of the Park District of the City of Bismarck; (2) the Bismarck City Administrator or the administrator's designee; (3) the Director of Finance for the City of Bismarck; and (4) the Director of Finance for the Park District of the City of Bismarck. The Executive Committee has the authority to develop and implement policies and procedures necessary to administer this Agreement, subject to final approval by each party's governing body.

VI. Contributions by the parties. Each party will contribute to the joint effort under this Joint Powers Agreement pursuant to the Paragraph VI, Method and Manner of Exercise of Powers.

VII. Method and Manner of Exercise of Powers:

Developer and/or Developer's consultant will meet with the Park District and appropriate City staff concerning the plan for a neighborhood park prior to submitting application for the preliminary plat process.

1. Developer, Park District, and appropriate City staff will work together to choose a location and agree on a neighborhood park design.
2. A Statement of Intent to provide a neighborhood park will be provided by the developer to the City as part of the Preliminary Plat process.
3. A Park Development Agreement will be prepared and approved by the Developer and Park District Board of Commissioners that will include:
 - a. A neighborhood park plan and cost estimate showing specific neighborhood park amenities to be completed by the Park District through the creation of a special assessment district levied against the benefited area:
 - (1) Neighborhood park amenities, including playground, shelter, loop walking path, and tree planting, etc. to be planned by the Park District.
 - (2) District-wide park amenities (outdoor hockey rink, tennis court, splash park, community trail connections, etc.) may be included in the

park plan and Park Development Agreement, and would be assessed directly to the Park District parcel.

- b. Agreement of donation, partial donation or sale of land to be utilized for the neighborhood park, including specific sale price, if applicable.
 - c. Petition from the Developer to create the park improvement special assessment district and include a map showing the benefitting area.
 - d. Benefitting area will include specific development(s) included in the provision of the neighborhood park, and any other lots within ½ mile walking distance of the proposed park.
 - e. Benefitting area will not include property beyond an arterial street.
 - (1) Utility easements and access easements to the park area to be provided by the Developer.
 - (2) Maintenance of the park and connecting trails to be provided by the Park District.
4. The final plat and Park Development Agreement will be brought before the Planning and Zoning Commission for their input and, if approved, will be forwarded to the City Commission.
5. City Commission will receive the final plat and Neighborhood Park Agreement. If approved, both the plat and the Agreement will be recorded together.
6. City will create a special assessment district for the neighborhood park based on the Park Development Agreement:
- a. After the plat and the agreement are recorded, the Park District will submit to City Administration Department the petition (see #3 above) for the park improvements that is signed by the Developer and a map showing benefitting parcels.
 - b. Park District will prepare an agenda memo to Bismarck City Commission for the following resolutions:
 - (1) Resolution Creating Park Improvement District & Ordering Preparations of Preliminary Report
 - (2) Resolution Approving Preliminary Report & directing Preparation of Plans & Specifications
 - (3) Resolution Approving Plans & Specifications

- (4) Resolution Declaring Petition for Improvement has been received
- (5) Resolution Directing Advertisement for Bid
- c. After the special assessment district is created, the Park District will make the payment to Developer for purchase of land, if required as part of the Park Development Agreement, and applicable deeds will be recorded.
- d. Park District will advertise for bids, receive bids, and present to Park Board for award.
- e. After Park Board approves the award of bids, the Park District will submit the agenda memo to City Commission requesting concurrence with the award of bids and approval of a Resolution Awarding Contract and Resolution Approving Contract and Contractor's Bond.
- f. Construction will occur and the Park District will make payments to the Contractor as work progresses.
- g. Park District will notify City Finance when the project is completed and will provide documentation of costs to be assessed for:
 - (1) Land Purchase
 - (2) Construction costs
 - (3) Engineering/Consultant Fees
 - Consultant – actual
 - City Engineering – 10% of construction costs less actual consultant costs
 - (4) Administrative Fee – 5%
 - (5) Legal, advertising, bond issuance costs – actual
 - (6) Interest during construction – actual
- h. Park District will allocate the assessment costs to the benefitting properties based on lot square footage and provides allocation worksheet to City Finance.
- i. City Finance will complete the assessment process in the same manner as the City of Bismarck's other assessment districts.

- (1) Any costs associated with benefited property outside city limits will be assessed to Park District property.
- (2) Park District will track the costs held in abeyance and submit a map of parcels and abeyance costs to City Finance when those parcels annex to the City so that the costs held in abeyance can be assessed in a park improvement continuous assessment district.
- (3) Revenues collected by the City for the park improvement continuous assessment district will be paid to the Park District monthly.
- j. City will reimburse the Park District for land purchase, construction, consultant, and other assessed costs when bonds are sold by City.
- k. The term of a Park Improvement Special Assessment District is 15 years.

VIII. Agreement will not limit statutory powers of either party. This Agreement shall not be construed to, in any manner, abrogate or limit the rights, powers, duties and functions of either party.

IX. Title to Projects. Any improvement constructed pursuant to this Agreement shall be owned and operated by the Park District. After the completion of any project, the City shall have no authority or responsibility with respect to the day-to-day operations or maintenance.

X. Miscellaneous Provisions.

- a. This Agreement may be amended at any time and from time to time upon written agreement of the parties.
- b. Scope. This Agreement, all appendices subsequently adopted and appropriate to this Agreement shall constitute the entire agreement between the Parties. No modifications of the terms of this Agreement shall bind the Parties unless in writing.

- c. Notices. Any notices given by the parties under this Agreement shall be provided in writing to the Executive Committee and sent by electronic mail, U.S. mail, or delivered by hand, addressed as follows:

Executive Director, Bismarck Park District
400 East Front Avenue,
Bismarck, North Dakota 58504

City of Bismarck
City Administrator
PO Box 5503
Bismarck, ND 58506-5503

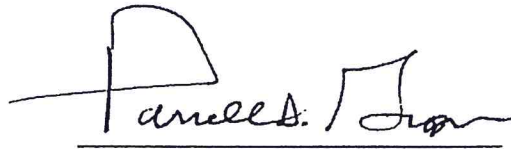
- d. Applicable Law. This Agreement shall be construed under the constitution and laws of the State of North Dakota.

Dated this 23rd day of December, 2014.

City of Bismarck

Attest: _____

W. C. Wocken, City
Administrator

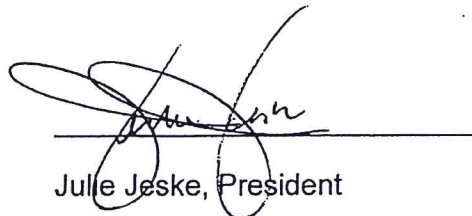


Parrell Grossman, Vice President
Bismarck City Commission

Park District of the City of Bismarck

Attest: _____

Randy Bina,
Executive Director and Clerk



Julie Jeske, President
Board of Park Commissioners



Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: South Bismarck Flood Control Project

REQUEST:

Amendment No. 5 with Apex Engineering Group, Inc. for design services related to the Federal Emergency Management Agency (FEMA) South Bismarck Flood Control Project.

BACKGROUND INFORMATION:

The City of Bismarck is pursuing a flood control project in south Bismarck in response to Federal Emergency Management Agency (FEMA) remapping the flood risk map throughout Burleigh County. FEMA and the ND State Water Commission are funding partners in the design phase of a FEMA-certified project that would remove much of the newly mapped areas within south Bismarck from the flood plain.

Previously, Amendment 4 was developed in full scope detail to include the anticipated 30, 60, 90 and 100% submittals; however, the budget only included tasks through the 30% submittal. This Amendment 5 advances the design through the remaining 60, 90, and 100% submittals and includes bidding services. All aspects of Amendment 4 remain with the exception of the detailed modifications to prior Amendment 4 tasks as identified in Amendment 5.

RECOMMENDED CITY COMMISSION ACTION:

Approve amendment 5 with Apex Engineering Group, Inc. for design services related to FEMA South Bismarck Flood Control Project.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Amendment 5 Partially Executed
2. Contract Amendment Form Amendment 5 - SBFCP
3. Amendment 4 (for reference)

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. 5

The Effective Date of this Amendment is: June 9, 2026.

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:

- X Modifications to services of Engineer
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services

Description of Modifications:

See Attachment 1: Engineer's Scope of Services – Amendment 5

Agreement Summary:

Original agreement amount:	\$ <u>407,400</u>
Net change for prior amendments:	\$ <u>4,281,754</u>
This amendment amount:	\$ <u>4,410,748</u>
Adjusted Agreement amount:	\$ <u>9,099,902</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: _____

Title: _____

Date Signed: _____

By: Mike Berg
Print
name: Mike Berg, PE

Title: Vice President

Date Signed: 5.30.26

Attachment 1

Engineer's Scope of Services – Amendment 5

South Bismarck Flood Control Project (SBFCP)

Task 13 – Design Phase

On November 13, 2025, the City of Bismarck Commission, approved a modification to the preferred project configuration known as South Bismarck Flood Control Ponding – Option 3.

The preferred project configuration for the South Bismarck Flood Control Project (SBFCP) as shown in **Figure 1** is being designed to provide critical flood protection for this portion of the city of Bismarck. The project, when complete, will allow the Flood Insurance Study maps to be modified to remove properties from the 100-year regulatory floodplain.

This amendment modifies the current scope of work with the Apex/Houston Engineering, Inc. Team dated December 17, 2024 to advance design on the preferred project configuration to 60, 90 and 100% submittals and provide bidding services.

Previously, Amendment 4 was developed in full scope detail to include the anticipated 30, 60, 90 and 100% submittals; however, the budget only included tasks through the 30% submittal. This Amendment No. 5 advances the design through the remaining 60, 90, and 100% submittals and includes bidding services. All aspects of Amendment No. 4 remain with the exception of the detailed modifications to prior Amendment 4 tasks are identified below.

Delete the “Scope of Work” in Amendment No. 4 and replace with the following:

Scope of Work

The primary project components will generally consist of the following:

- South Washington Street Closure Structure and Pump Station
- Earthen Levees / Floodwalls
- Flood Seepage Mitigation Measures
- South Bismarck Detention Pond
- South Bismarck Detention Pond Crossing Improvements
 - South 3rd Street Detention Pond Crossing Improvements
 - East Wachter Avenue Detention Pond Crossing Improvements
- Associated Roadway Restorations, Municipal Utilities, and Franchise Utilities Modifications

Delete the following note on Page 2 that stated:

Note: This scope was developed in full detail to include the anticipated 30, 60, 90 and 100% submittals; however, the budget only includes tasks through the 30% submittal. It is anticipated that future contract amendments will be issued to complete the remaining 60, 90, and 100% submittals.

Revise the Task List and Task Summaries in Amendment No. 4 as per the following:

- Task 1 – Project Administration, Coordination, and Support
- Task 2 – Environmental Studies
- Task 3 – Hydrology and Hydraulics (H&H) - **Add**

Subtask 3.2. Interior Drainage Modeling – XPSWMM

Additional interior drainage modeling and reporting will be completed to review future drainage improvements in South Bismarck along 3rd Street and 7th Street.

- Task 4 – Franchise Utility Planning
- Task 5 – Regulatory Permitting and Mitigation Planning
- Task 6 – Basis of Design Reporting
- Task 7 – Public Outreach
 - **Remove** Subtask 7.1 - The development of a Public Outreach plan from Amendment 4 is removed from the Scope.
- Task 8 – Geotechnical Analysis and Review
- Task 9 – Project Design Services - **Replace**

Subtask 9.2 – Legal and Right-of-Way Services

Additional legal survey will be completed to document how the proposed project impacts adjacent property owners. The Consultant will complete legal rights-of-way descriptions and plat maps showing all proposed temporary construction easement and fee acquisition parcels. The construction drawings will include the rights-of-way legal descriptions and plat maps at the 60%, 90% and 100% design submittals. The Consultant will prepare right of way documents, packets, and the required documentation for the affected property owner. The packet will include the following documents:

- Memorandum of Offer
- Executed Memorandum Agreement w/Compensation & Parcel Breakdown
- Easement Document
- Warranty Deed
- Surface Ownership Report
- Executed W-9

It is estimated that up to 3 meetings will be required with 7 landowners to complete the negotiations.

Subtask 9.3 – Engineering Design and Calculations

7. **Remove** replacement of existing 24" watermain in Bismarck Expressway. **Add** Wachter Avenue Sanitary Sewer Pump Station forcemain.

9. **Revise** to Stormwater Pump Station (South Washington Street)

18. Erosion Control - **Remove** "River and" from "River and outlet stabilizations"

Remove 20. Clem Kelley Athletic Complex Mitigation Design and 21. Cottonwood Park Soccer Complex

- Task 10 – NDDOT Coordination and Permitting – **Delete Task 10 and replace with:**
 - Design coordination with NDDOT is required for traffic control and tie-ins at University Drive. It is assumed that the Consultant will provide design documents to NDDOT at the 60, 90 and 100% completion point and that NDDOT will provide official comments to the design. The 90 and 100% design submittal will incorporate comments and changes recommended by NDDOT. It is anticipated that a DRAFT 100% will be provided to NDDOT in advance so that any comments can be incorporated to the final 100% Design.
- ~~Task 11 – FHWA PROTECT Grant~~ – **Delete Task 11**
- Task 12 – Bidding Services – **Add Task 12**
 - It is expected that two sets of Bid Documents will be developed. The first set will include Pre-Procurement item (i.e. Pumps, Generator, Gates, and related items) and the second will cover the remainder of the proposed project features presented in the 30% submittal. After acceptance by Owner of the final Drawings and Specifications, Engineer shall assist Owner in advertising for and obtaining bids. Additional subtasks include:
 - 12.1 Advertise for Bids
 - 12.2 Bid Phase Questions and Addenda
 - 12.3 Bid Opening
 - 12.4 Bid Tabulation and Assist Owner in Evaluating Bids
 - 12.5 Recommendation of Award

Delete the “Schedule and Assumptions” in Amendment No. 4 and replace with the following:

Schedule and Assumptions

- The work described herein will be completed within approximately 18 months of receiving Authorization to Proceed.
- Schedule was based on current 30% design.
- Project Opinion of Probable Cost assumed to be approximately \$99.5 million (2029 dollars) based on the 30% design.

Delete the “Budget/Fee” table in Amendment No. 4; see Amendment No. 5

Figure 1 - South Bismarck Flood Control Project (SBFCP) Selected Alternative



DEPARTMENT

City Department

Engineering

Contractor/Consultant

Apex Engineering Group, Inc

Contract Number

2024-04

Change Order Number

5

Project Number

STMSEWCONST.

SOBISFLOOD.DESIGN

Amendment Date

6/9/2026

Project Description

South Bismarck Flood Control Project

Original Contract Amount

\$ 407,400.00

Contract + Contingency

\$ 9,099,902.00

Previous Contract Amount

\$ 4,689,154.00

Amendment Amount

\$ 4,410,748.00**ACTION REQUIRED SEE
BELOW**

Proposed Contract Amount

\$ 9,099,902.00

Within Project Scope

YES

Within Project Funding

YES

Original Completion Date

Change in Completion Date

NO

Revised Completion Date

Type of Change Order

Design-related

Description:

Add 60%, 90%, 100% design and bid services to the engineering services contract.

Project Manager Signature

(<\$25,000, <7 Calendar Day time extension)

SIGN HERE

Date

Department Head Signature

(<\$50,000, <30 Calendar Day time extension)

SIGN HERE

Date

ADMINISTRATION

City Administrator Signature

(<\$100,000, <60 Calendar Day time extension)

Date

COMMISSION APPROVAL

Commission Approval Date

**COMMISSION APPROVAL
REQUIRED****FISCAL**

Comments

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. 4

The Effective Date of this Amendment is: December 17, 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:

- X Modifications to services of Engineer
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services

Description of Modifications:

See Attachment 1.

Agreement Summary:

Original agreement amount:	\$ <u>407,400</u>
Net change for prior amendments:	\$ <u>1,459,754</u>
This amendment amount:	\$ <u>2,822,000</u>
Adjusted Agreement amount:	\$ <u>4,689,154</u>

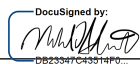
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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:

DocuSigned by:
Michael T Schmitz

Print

name:

Michael T Schmitz

Title: President, Board of City Commissioners

Date Signed: 12/18/2024

By:



Print

name:

Mike Berg, PE

Title: Vice President

Date Signed: 12/10/24



Attachment 1

Engineer's Scope of Services – Amendment 4

South Bismarck Flood Control Project (SBFCP)

Task 13 – Design Phase

Project Background

The Apex Engineering Group/Houston Engineering, Inc. Team (Consultant) have developed a *Project Concept Report* (PCR) on behalf of the City of Bismarck (City) for the South Bismarck Flood Control Project (SBFCP) (Project). The purpose of the SBFCP 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 project 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.

Based on this PCR, the City was awarded a \$50M grant from the Federal Emergency Management Agency (FEMA) in August of 2023 through the Flood Mitigation Assistance (FMA) Grant Program. This provided 75% funding for both design and construction up to the grant limit. The grant agreement was executed on August 27, 2024.

The city of Bismarck also has been approved for preliminary project grant funding from the North Dakota State Water Commission. This funding was approved in April 2024 and is intended to cover the State share of project development and design costs.

Following completion of this PCR, a potentially locally preferred alternative was developed to a conceptual level. This alternative is referred to as *Alternative No. 6 - Expressway Diversion/Pump Station, Reconstructed South Washington Street Closure Structure, and New South Washington Street Pump Station (a.k.a. Bismarck Expressway North Option)*. Since the completion of the original PCR in January of 2023, additional design, geotechnical, regulatory, environmental, and social considerations have been evaluated and has led to the Bismarck Expressway North Option being the preferred project configuration.

The selected alternative for the South Bismarck Flood Control Project (SBFCP) as shown in **Figure 1** is being designed to provide critical flood protection for this portion of the city of Bismarck. The project, when complete, will allow the Flood Insurance Study maps to be modified to remove properties from the 100-year regulatory floodplain.

The Apex/Houston Engineering, Inc. Team defined the requested scope of work, project schedule, and anticipated budget for General Design and Related Services for the SBFCP - Bismarck Expressway North Option. These were based off of proposed alignments, which were detailed in the Preliminary Concept plans included in **Appendix A.1 and A.2** of this document.

Note: This scope was developed in full detail to include the anticipated 30, 60, 90 and 100% submittals; however, the budget only includes tasks through the 30% submittal. It is anticipated that future contract amendments will be issued to complete the remaining 60, 90, and 100% submittals.

Scope of Work

The primary project components will generally consist of the following:

- Reconstructed South Washington Street Closure Structure and New South Washington Street Pump Station/Gatewell
- South Bismarck Stormwater Channel Conveyance Improvements
 - South Washington Street Conveyance Improvements
 - South 3rd Street Conveyance Improvements
 - East Wachter Avenue Conveyance Improvements
- Bismarck Expressway Drainage Diversion
- Clem Kelley Detention Pond and Pump Station/Gatewell
- Bismarck Expressway Pond Outlet Construction
- Clem Kelley Athletic Complex Mitigation
- Associated Roadway Restorations, Municipal Utilities, and Franchise Utilities Modifications

This scope of work is divided into 10 general tasks listed below with additional detail provided in the following sections:

- Task 1 – Project Administration, Coordination, and Support
- Task 2 – Environmental Studies
- Task 3 – Hydrology and Hydraulics (H&H)
- Task 4 – Franchise Utility Planning
- Task 5 – Regulatory Permitting and Mitigation Planning
- Task 6 – Basis of Design Reporting
- Task 7 – Public Outreach
- Task 8 – Geotechnical Analysis and Review
- Task 9 – Project Design Services
- Task 10 – NDDOT Coordination and Permitting
- Task 11 – FHWA PROTECT Grant

Task 1 – PROJECT ADMINISTRATION, COORDINATION, and SUPPORT

Subtask 1.1. Progress and Design Meetings

The Consultant will conduct regularly scheduled progress meetings/calls with the City of Bismarck, FEMA, and ND Department of Emergency Services (NDDDES) throughout the course of this task order. These meetings are expected to happen on the following schedules

- City/Design Team Progress Meetings – Every 2 Weeks
- City/FEMA/NDDDES Progress Meetings – Monthly

Additional design review meetings under this task will be held at the 30%, 60%, 90% and 100% review points with the City of Bismarck.

The Consultant will provide meeting agendas and minutes for each meeting.

Subtask 1.2. Schedule

The Consultant will submit and maintain a schedule showing engineering service tasks and milestones for deliverables. The schedule will include engineering services milestones as well as deliverable dates.

Subtask 1.3. Progress Reports

The Consultant will submit a monthly progress report with their monthly progress payment requests that includes a description of current key activities.

Subtask 1.4. Project Management

The Consultant will provide overall project management throughout the execution of this Task.

Task 2 – ENVIRONMENTAL STUDIES

FEMA will be preparing a Programmatic Environmental Assessment (PEA) under the National Environmental Policy Act (NEPA) for the SBFCP based on the conceptual alignment developed at this time of this Amendment.

A Supplemental Environmental Assessment (SEA) will be completed by FEMA once additional design details are known for the project. The Consultant will be responsible for preparation of several documents to assist with the development of this SEA as detailed in the following tasks.

Subtask 2.1 – Aquatic Resource Delineation Report (Wetland Delineation and OHWM)

The Consultant will conduct a wetland delineation during the growing season and develop a Aquatic Resource Delineation Report (Wetland Delineation and OHWM) memorandum documenting presence/absence of wetlands/Water of the U.S. in the proposed project disturbance areas.

The field aquatic resources delineation was conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual, the appropriate Regional Supplement: Great Plains (USACE 2010), and guidelines for determining Waters of the US in North Dakota (USACE 2020). Wetland types will follow nomenclature in Federal Geographic Data Committee (2013).

Subtask 2.2 – Biological Inventory

The Consultant will conduct a field visit and biological resources assessment to determine if habitat for any threatened or endangered species exist in the project area. If habitat is present, the sub-recipient should coordinate with FEMA regarding next steps, including completion of a Biological Assessment for federally listed species that will be impacted by the proposed project. This task also includes coordination and kickoff conference call with the FEMA prior to initiation of the fieldwork.

It is our understanding that FEMA will complete any required consultation with the U.S. Fish and Wildlife Service.

Subtask 2.3 –Historic, Cultural, and Architectural Resources Survey

The Consultant will procure the services of a cultural resources sub-consultant to conduct a Class III cultural resources inventory of the Area of Potential Effect (APE). The project APE will include all areas of disturbance associated with project construction, including staging areas and access roads. A determination of eligibility and effect will be detailed in the report for any cultural resources identified within the APE. This task also includes coordination and kickoff conference call with the FEMA prior to initiation of the fieldwork.

It is our understanding that FEMA will complete consultation with the North Dakota State Historic Preservation Office.

Subtask 2.4 Environmental Review- Supplemental Environmental Assessment Support and Coordination

As part of Phase I FEMA grant funding requirements, the Consultant will provide an Environmental Summary Technical Memorandum summarizing the proposed action, purpose and need, and environmental and historic resource impacts associated with the proposed action.

In addition, the Consultant will coordinate up to four Environmental Coordination and Agency Meetings to ensure that the NEPA compliance efforts will be met for Phase II of the FEMA grant project.

The Consultant will also provide review and comments on the FEMA developed SEA prior to publication to ensure that project features and impacts are being correctly disclosed.

It is our understanding that FEMA will be the lead author and handle all publications and decision documents on the SEA.

Subtask 2.5. Hazardous, Toxic, and Radioactive Waste Assessment

A reconnaissance-level hazardous toxic and radioactive waste (HTRW) assessment of the impacted project area will be completed. The HTRW assessment will be conducted in accordance with the ER 1165-2-132 U.S. Army Corps of Engineers Water Resources Policies and Authorities, Hazardous, Toxic and Radioactive Waste (HTRW) Guidance for Civil Works Projects, and will be in general conformance with ASTM 1527-13, Standard Practice for Environmental Site Assessments. In accordance with the guidance, the HTRW assessment will include an evaluation of HTRW concerns associated with past and present land uses at the site and evaluation of potential impacts to the site from nearby documented release sites.

This will include a review of historical records filed in state, local and federal databases in order to identify where HTRW contamination on lands are known to exist or have the potential to exist in the Project area. The Consultant will conduct site reconnaissance and document the findings in a report. The results of the reconnaissance level HTRW assessment will be summarized in the 30% Basis of Design Report and used to determine if additional investigation is needed, such as soil sampling for environmental parameters within the construction area. A risk-based approach will be used to develop the mitigation narrative for the 30% Basis of Design Report. No environmental or analytical samples will be collected during the site reconnaissance-level phase.

It is assumed that no drilling or analytical sampling will be conducted as part of the reconnaissance-level HTRW assessment efforts. If the results of the HTRW assessment indicate that additional investigation is necessary, the Consultant will provide a separate scope, budgetary cost estimate, and schedule.

Task 3 – HYDROLOGIC AND HYDRAULIC (H&H)

The purpose of the SBFCP 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 project must protect the properties against riverine flooding from the Missouri River and also interior flooding on the landside of the levee systems.

As a result, the hydrologic and hydraulic (H&H) will include both riverine (Missouri River) and interior stormwater modeling, design, and analysis.

Subtask 3.1. Riverine Hydraulic Analysis and CLOMR Support Modeling

The Missouri River hydrology and hydraulic analysis necessary to support the proposed SBFCP will be based on analysis completed as part of the recent update to the Flood Insurance Study for Burleigh County, ND and Incorporated Areas.

This task will involve updating the FIS Model to include the proposed project features. Two rounds of model updates will be included. This modeling will be done at the 30% stage to determine preliminary impacts and then updated one more time (assumed to be at the 90% stage). The end product will be a model to be used for the CLOMR for SBFCP.

In addition, riverine hydraulic modeling will be completed to develop data needed to assist with the Application/Notification to Construct or Modify a Dams, Dikes, Ring Dike or Other Water Resource Facility as per Century Code 61-16.1-38.

Subtask 3.2. Interior Drainage Modeling – XPSWMM

The Interior Drainage hydrology and hydraulic analysis necessary to support the proposed SBFCP will be based on analysis using the updated XP-SWMM Model.

This task will involve updating the XP-SWMM Model to include the proposed project features.

Four rounds of model updates will be included at the 30, 60, 90, and 100% level of design to validate that the project design is consistent with the project intent.

The modeling will provide design information for gravity (low river), intermediate river levels, and blocked outlet conditions. Reporting will provide project designers with water levels, velocities, inundation, and duration results.

In addition to informing the project design development, the end product modeling will also be used for the CLOMR and to verify downstream project impacts as part of the Construction Permit from the NDDWR for SBFCP.

Task 4 – FRANCHISE UTILITY PLANNING

Subtask 4.1. Franchise Coordination and Mitigation Plan Development

The task will involve coordination with the franchise utility owners (i.e. Montana-Dakota Utilities, Midcontinent Communications,...) to identify the necessary relocations that will be required due to the proposed flood mitigation project. Existing utility maps and utility locates will be incorporated into construction drawings. Abandonment and removal of existing infrastructure will be incorporated into the relocation plans.

Task 5 – REGULATORY PERMITTING AND MITIGATION PLANNING

This task includes preparation and coordination assistance for obtaining the necessary permits associated with the proposed flood protection alignment. The subtasks below outline the anticipated permits as well as the permitting agency responsible for the task.

Subtask 5.1. Federal Permits

U.S. Army Corps of Engineers

- Section 404 (*On-site evaluations completed under Task 2 – Nationwide Permit Anticipated*)
- Section 408 (*No Approval Requirement Anticipated*)

U.S. Fish and Wildlife Service

- Section 7 Concurrence (*Anticipated to be completed by FEMA*)

U.S. Department of Agriculture

- AD – 1006 Farmland Conversion Impact Rating Form (*No Approval Requirement Anticipated*)

Federal Emergency Management Agency

- Conditional Letter of Map Revision (CLOMR) (*Modeling completed under Task 3 – Application, package, and coordination under this task*)

National Park Service

- Section 6(f) Mitigation Coordination for Impacts to Clem Kelley and Zoo.

Subtask 5.2. State Permits

North Dakota State Water Commission (SWC) and Office of State Engineer

- Construction Permit (Application/Notification to Construct or Modify a Dams, Dikes, Ring Dike or Other Water Resource Facility) (*Modeling and inundation mapping to be completed as part of Task 3 – Application and coordination with SWC under this task*)
- Sovereign Land Permit
- Drainage Permit

State Historical Society of North Dakota (SHPO)

- Section 106 Concurrence (*Anticipated to be completed by FEMA*)

North Dakota Game and Fish Department

- Fish and Wildlife Coordination Act Compliance

North Dakota Department of Environmental Quality

- Construction General Permit NDPDES
- Section 401 Water Quality Certification (*Completed as part of Section 404 Permitting*)
- Asbestos Notification of Demolition and Renovation (*Not Included – Future Action by Contractor*)
- Plans and Specifications Review (Drinking Water and Wastewater)

North Dakota Department of Transportation (NDDOT)

- NDDOT Permission

Subtask 5.3. Local and Other Permits/Permissions

City of Bismarck

- Floodplain Development Permit (*Modeling completed under Task 2*)
- Project Approval
- Bismarck Parks and Recreation Department Approval

- City of Bismarck - Building Permit

Burleigh County Water Resource District (WRD)

- Project Approval Burleigh County WRD for DWR Construction Permit

Task 6 – Basis of Design Reporting

Subtask 6.1. Develop Basis of Design Report

A Basis of Design Report (BDR) to present the design analysis criteria and summarize the technical design methods and analysis of the flood protection project design. These BDRs will be prepared at the 30%, 60%, 90% and 100% points in the design. A DRAFT and FINAL 100% report will be prepared to allow any comments at the 100% design level to be incorporate into the FINAL 100% BDR. The BDR is expected to have the following sections:

1. EXECUTIVE SUMMARY
2. INTRODUCTION
3. GEOTECHNICAL ANALYSIS
4. RIVER HYDROLOGY AND HYDRAULIC ANALYSIS
5. INTERIOR DRAINAGE ANALYSIS
6. ENVIRONMENTAL EVALUATIONS
7. CIVIL DESIGN
8. STRUCTURAL DESIGN
9. MECHANICAL DESIGN
10. ELECTRICAL DESIGN
11. ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL DESIGN
12. PERMITTING AND REGULATORY
13. REAL ESTATE
14. OPINION OF PROBABLE CONSTRUCTION COSTS
15. DRAWINGS AND TECHNICAL SPECIFICATIONS
16. OPERATION AND MAINTENANCE MANUAL
17. PROJECT DESIGN GUIDELINES
18. QA/QC
19. REFERENCES

Subtask 6.2 Risk-Informed Evaluation and Design Assessment

The project design is intended to be designed to meet the requirements of 44 CFR 65.10. Much of this CFR requires that designs are consistent with USACE flood control design standards. The USACE is currently in the process of updating EM 1110-2-1913. When completed, this is anticipated to incorporate new guidelines for Risk-Informed Evaluation and Design Assessment. The timeline for completion of these guidelines is currently unknown. As a result, this task was developed based on current draft guidelines.

This task will involve completion of a Risk-Informed Evaluation and Design Assessment. The outcomes of this analysis will include the following topics and be incorporated to the BDR at each submittal point (30, 60, 90, and 100%)

- Collect and Review Background Data
- Potential Failure Mode Analysis (PFMA)
- PFMA Documentation

Subtask 6.3 FEMA and City Coordination

The BDR and drawings will be submitted to the FEMA and the City for review at the 30%, 60%, 90%, and 100% points in the design. The Consultant will respond to four rounds of comments, which will occur with the 30%, 60%, and 90% design submittals as well as with the DRAFT 100% design submittal. The FINAL 100% submittal will reflect the resolution of any previous comments and will be considered final.

Task 7 – PUBLIC OUTREACH

Subtask 7.1 – Outreach

Public outreach during design will be provided by the Consultant in cooperation with the City of Bismarck. The Consultant will be responsible for coordinating with City staff as necessary, in order to complete tasks associated with public outreach.

Early in the 30% Design Phase, the Consultant will develop a Public Outreach plan to be implemented during the remainder of the design phase. It is anticipated that a part of this plan will include the development of a database for tracking contacts with stakeholders for the project, including all local property and business owners, community groups, government agencies, and associations affected by project activities.

As the design proceeds the Consultant will assist/support the City in preparation and attendance at public outreach meetings related to the design of the project.

Subtask 7.2 – Project Visualization

The Consultant will develop renderings and 3D visualizations to assist in communication with the public, policy makers, and regulatory agencies. For the purposes of this subtask, it is assumed that the visualizations will be developed at the 30% and 100% completion stages.

Task 8 – GEOTECHNICAL ANALYSIS AND REVIEW

This task includes the general review of the selected design for conformance with the geotechnical requirements. The evaluation of selected project features and specific recommendations will be incorporated with the findings of the preliminary geotechnical investigation for the final geotechnical investigation report. This report will determine the feasibility to construct this project with respect to the site soil, import soil, and geological characteristics. These reports will be provided at the 30%, 60%, 90%, and 100% level of design. The following subtasks provides additional details of the proposed Geotechnical Analysis and Review:

Subtask 8.1 – 30 Percent Design

- Document Review
- Reconnaissance
- Risk Assessment
- Field Exploration
- Field and Laboratory Sample Review
- Instrumentation (piezometers)
- Utility Clearance
- Borehole and Sounding Abandonment
- Laboratory Testing
- Geotechnical Engineering Analysis
- Reporting for 30% BDR
- Agency and Peer Review

Subtask 8.2 – 60 Percent Design

- Geotechnical Engineering Analysis
- Reporting for 60% BDR

- Agency and Peer Review

Subtask 8.3 – 90 Percent Design

- Geotechnical Engineering Analysis
- Reporting for 90% BDR
- Agency and Peer Review

Subtask 8.4 – 100 Percent Design

- Geotechnical Engineering Analysis
- Reporting for 100% BDR
- Agency and Peer Review

Task 9 – PROJECT DESIGN SERVICES

The project design task includes work required in order to complete field investigations, planning, engineering, and design efforts as required for the design the SBFC Flood mitigation project.

Subtask 9.1 – Topographic Survey

The Consultant will complete field surveys for areas within the project design reach for the preparation of construction drawings. This will be completed using a combination of aerial/mobile LiDAR and also traditional survey methods.

Prior to collection, the survey control network will be established in compliance with specifications detailed in Chapter 19 of the NDDOT Survey Manual.

All LiDAR data acquired will be verified with traditional survey methods. The Consultant will use traditional methods to acquire cross-sections across the project areas to verify the accuracy of the LiDAR point clouds, and that the data satisfies NDDOT tolerances for LiDAR survey data. Ground Truthing will be performed in accordance with Chapter 19 of the NDDOT Survey Manual.

The digital files of all survey data will be shared with the Owner as part of the 100% design submittal.

Subtask 9.2 – Legal and Right-of-Way Services

Additional legal survey will be completed to document how the proposed project impacts adjacent property owners. The Consultant will complete rights-of-way legal descriptions and plat maps showing all proposed temporary construction easement and fee acquisition parcels. The construction drawings will include the rights-of-way legal descriptions and plat maps at the 60%, 90% and 100% design submittals.

Subtask 9.3 – Engineering Design and Calculations

This task includes preparing the necessary equipment and product research and selection, as well as preparation of the necessary calculations to support the project design, as applicable. These will be submitted at the 30%, 60%, 90%, and 100% completion points. As part of each submittal, review and responses to QA/QC comments from the prior submittal will be included.

The following list outlines the items included in the Project Design Services:

1. Review of Previous Studies and Information
2. Legal and Topographic Survey
3. Geotechnical Investigation
4. Environmental Overview Documentation – Project Site Only
5. Removals/Demolition
6. Internal Flood Control/Stormwater Conveyance Systems
7. Public Utility Relocation (Water, Sewer, etc.) – includes options to determine the optimum alignment for the flood control items in relation to the utilities
 - Water Relocations (including options for replacement of existing 24" watermain in Bismarck Expressway Avenue)
 - Sanitary Relocations
 - Storm Relocations
8. Outlet Channel Design
9. Storm Water Pump Stations (Clem Kelley and South Washington)
 - Hydraulic Design
 - Structural
 - Electrical/Mechanical
10. Levee Systems
11. Structural/Floodwall
12. Structures/Pump Station Gatewells
13. Structures/South Washington Closure Structure
14. Structures/Conveyance Improvements
 - South Washington Street
 - South 3rd Street
 - East Wachter Avenue
15. Traffic Evaluation/Signals/Street Lighting
16. Transportation
 - Roadway Reconstructions
 - Traffic Control Planning and Signage (including temporary traffic control and evaluation of how two-way traffic on Bismarck Expressway Avenue will be maintained during construction)
 - Maintenance Access Roads
 - Guardrails
 - Pavement Design (Assumed to be completed by NDDOT or City)
 - Traffic Study (Assumed to be completed by NDDOT or City)
17. Private (Franchise) Utility Relocation
18. Erosion Control
 - Construction SWPPP
 - River and Outlet Stabilizations
19. Landscape Arch
 - Wall Aesthetics
 - Pump Station Aesthetics
 - Vegetation Planning
20. Clem Kelley Athletic Complex Mitigation Design
21. Cottonwood Park Soccer Complex
22. Permitting

Subtask 9.4 – Preparation of Construction Drawings

Prepare various Construction Drawing including plan and profile, detail and cross-sectional sheets at an appropriate scale to depict the detail of the construction. The plan view of the flood protection alignments

shall overlay digital orthophotographs, showing the physical features along the alignment. Formal submittals shall be in electronic format. Formal submittals shall be made at 30%, 60%, 90%, and 100% final design completion points.

Construction documents will be developed assuming one project as a single phase for submittal and review. If the construction documents need to be split into separate phases at a future date, a contract amendment would be needed in order to cover the associated consultant efforts in the future.

A DRAFT Summary 30% Sheet Index is included as **Appendix B**.

The subcategories of the construction drawings will follow the categories listed below:

- General
- Traffic Control
- Erosion Control
- Geotechnical
- Demolition/Removals
- Flood Protection / Grading
- Underground Utilities
- Transportation
- Landscape / Restoration
- Real Estate
- Structural
- Architectural
- Process
- Mechanical
- Electrical
- Clem Kelley
- Cottonwood

Subtask 9.5 – Preparation of Project Manuals / Technical Specifications

The Consultant will prepare project technical specifications using Construction Specifications Institute (CSI) format for the work specified in the construction drawings. This scope assumes the City will provide Division 00 Procurement and Contracting Requirements to be incorporated into the overall specification.

The following list is a summary of what will be included in each design submittal. Only the 100% design submittal will include bid items and quantities as part of the bid form:

- 30% Design Submittal
 - Technical Specifications – None
 - Front End Specifications – None
- 60% Design Submittal
 - Technical Specifications – Provide a draft version for review.
 - Front End Specifications – Provide Table of contents for review.
- 90% Design Submittal
 - Technical Specifications – Provide a final draft for review.
 - Front End Specifications – Provide a draft version for review.
- 100% Design Submittal
 - Technical Specifications – Provide final version.
 - Front End Specifications – Provide final version.

Subtask 9.6 – Opinion of Probable Construction Cost (OPC)

An OPC estimate will be prepared of total probable construction cost of the complete project at the 30%, 60%, 90%, and 100% completion levels. The OPC will be based on quantity take-offs of the proposed facilities and design features described in this scope of work. Unit costs will be developed from manufacturer quotes and historical construction costs for similar facilities. Material quantities for earthwork, concrete, as well as piping and accessories will be estimated from the design drawings.

Subtask 9.7 – QA/QC Program

The Consultant will institute and maintain a Quality Assurance/Quality Control (QA/QC) program for the work performed on this project. Documentation of the quality management program will be provided as an appendix in the BDR for each design submittal (30%, 60%, 90%, and 100%).

Task 10 – NDDOT COORDINATION AND PERMITTING

Due to the fact that Bismarck Expressway is considered a Principal Arterial, a full depth pavement section replacement of the roadway will require coordination and approval of the plans through the North Dakota Department of Transportation. This will require coordination with both the NDDOT District and Central Office.

This task will also include bi-monthly status meetings between the design team, City of Bismarck, and NDDOT representatives. This will include a Kickoff Meeting with the NDDOT at the beginning of this design effort.

Subtask 10.1 NDDOT Coordination on Bismarck Expressway Reconstruction – 30%

Design coordination with NDDOT is required to facilitate acceptable design of the flood mitigation project consistent with NDDOT standards and practices. It is assumed that the Consultant will provide design documents to NDDOT at the 30% completion point and that NDDOT will provide official comments to the design. It is also assumed that the City will enter into a Cost Participation and Maintenance Agreement with NDDOT. This agreement will spell out the roles and responsibilities for the City and NDDOT.

Subtask 10.2 NDDOT Coordination on Bismarck Expressway Reconstruction – 60%

Design coordination with NDDOT is required to facilitate acceptable design of the flood mitigation project consistent with NDDOT standards and practices. It is assumed the Consultant will provide design documents to NDDOT at the 60% completion point and that NDDOT will provide official comments to the design. This 60% design submittal will incorporate comments/changes recommended by NDDOT based on the 30% submittal.

Subtask 10.3 NDDOT Coordination on Bismarck Expressway Reconstruction – 90%

Design coordination with NDDOT is required to facilitate acceptable design of the flood mitigation project consistent with NDDOT standards and practices. It is assumed that the Consultant will provide design documents to NDDOT at the 90% completion point and that NDDOT will provide official comments to the design. The 90% design submittal will incorporate comments and changes recommended by NDDOT based on the 60% submittal.

Subtask 10.4 NDDOT Coordination on Bismarck Expressway Reconstruction – 100%

Design coordination with NDDOT is required to facilitate acceptable design of the flood mitigation project consistent with NDDOT standards and practices. It is assumed that the Consultant will provide design documents to NDDOT at the 100% completion point and that NDDOT will provide official comments to the design. The 100% design submittal will incorporate comments and changes recommended by NDDOT based

on the 90% submittal. It is anticipated that a DRAFT 100% will be provided to NDDOT in advance so that any comments can be incorporated to the final 100% Design.

Task 11 –FHWA PROTECT Grant

As part of the Bipartisan Infrastructure Law (BIL), the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant program was developed to provide funding to ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters. The PROTECT Grant program offers two types of awards: planning grants and Competitive Resilience Improvement Grants. Eligible Applicants include State Governments; Local Governments; Federally Recognized Tribes and Affiliated Groups; Planning and Project Organizations; U.S. Territories. The PROTECT program is intended to award \$1.4 billion in funding over 5 years that began in 2023.

Subtask 11.1 FHWA PROTECT Grant Application Development

This task will include development of an application for the South Bismarck Flood Control Project (SBFCP). This application development will include development of the necessary project data to complete the PROTECT program application including the development of a Benefit-Cost Analysis (BCA) which is required for this grant program. The application period opened on October 25, 2024 and closes on February 24, 2025.

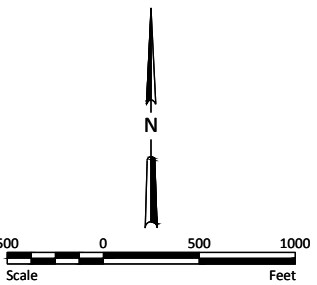
Schedule and Assumptions

- The work described herein will be completed within approximately 24 months of receiving Authorization to Proceed. We anticipate being at the 30% level of design within 6 months of receiving Authorization to Proceed.
- Schedule was based on Preliminary Concept Plans included in **Appendix A.1 and A.2** of this document.
- Project Construction Cost assumed to be approximately \$172 million (2028 dollars) (including Clem Kelley Athletic Complex Mitigation)

Budget/Fee

Task Number	Task Title	Estimated Cost
1	PROJECT ADMINISTRATION, COORDINATION, and SUPPORT	\$112,000
2	ENVIRONMENTAL STUDIES	\$91,000
3	HYDROLOGIC AND HYDRAULIC (H&H)	\$196,000
4	FRANCHISE UTILITY PLANNING	\$25,000
5	REGULATORY PERMITTING AND MITIGATION PLANNING	\$0
6	BASIS OF DESIGN REPORTING	\$347,000
7	PUBLIC OUTREACH	\$50,000
8	GEOTECHNICAL ANALYSIS AND REVIEW	\$17,000
9	PROJECT DESIGN SERVICES	\$1,911,000
10	NDDOT COORDINATION AND PERMITTING	\$43,000
11	FHWA PROTECT GRANT	\$30,000
Total Not to Exceed Proposal		\$2,822,000

Figure 1 - South Bismarck Flood Control Project (SBFCP) Selected Alternative



PRELIMINARY
NOT FOR CONSTRUCTION

No.	Revision	Date	By



Drawn by	Date
DDH	10-17-24
Checked by	Scale
RGE	AS SHOWN

BISMARCK EXPRESSWAY NORTH OPTION - VERSION A
BISMARCK, ND
PRELIMINARY CONCEPT PLANS

OVERVIEW MAP
PROJECT NO. 4489-0045

SHEET
2



Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Special Assessment Contracts and Bonds

REQUEST:

Resolution approving contracts and bonds for previously awarded special assessment projects.

BACKGROUND INFORMATION:

The Board of City Commissioners has previously approved the award of the listed projects. The contracts and bonds for each project have been reviewed and approved by Engineering, Attorney, and Finance Directors, and signed by the Mayor and City Administrator. Approval of the contracts and bonds is a North Dakota Century Code requirement for specially assessed projects in order to bond these projects upon completion.

Project	Description	Contractor	Award Date
CC1	City Concrete Sidewalks & Driveways	Strata Corporation	4/28/26
SE576A	Tyler Coulee Regional Ponds	Central Specialties Inc.	1/27/26
SI592	2026 City-Wide Street Lights	Denny's Electric Inc.	1/13/26
SI593	Ottawa Street Urbanization	Strata Corporation	1/27/26
SI594A	2026 Pavement Maintenance Part A	Northern Improvement Co.	3/10/26
SI594B	2026 Pavement Maintenance Part B	Northern Improvement Co.	3/10/26
SI595	2026 Scrub Seal	Asphalt Preservation Co.	3/24/26
SI596	2026 Ditch Section Maintenance	Northern Improvement Co.	4/14/26
SI597	2026 Concrete Pavement Repair	Strata Corporation	4/14/26
SI599	15th St. - 43rd Ave to Skyline Crossing	Northern Improvement Co.	4/28/26

RECOMMENDED CITY COMMISSION ACTION:

Approve resolution approving contracts and bonds for previously awarded special assessed projects.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:
None



Engineering Department

DATE: June 9, 2026

FROM: Gabe Schell, City Engineer

ITEM: Sidewalk Easement

REQUEST:

Dedication and acceptance of a sidewalk easement at 707 Airport Road.

BACKGROUND INFORMATION:

A sidewalk easement is needed on the south-east quadrant of the intersection of Airport Road and Indiana Avenue in order that the sidewalk can avoid two existing utility poles. The 8' wide by 35' long easement will allow the proposed sidewalk along Indiana Avenue to connect with the proposed sidewalk along Airport Road.

RECOMMENDED CITY COMMISSION ACTION:

Approve dedication and acceptance of sidewalk easement at 707 Airport Road.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. sidewalk easement - 260601

SIDEWALK EASEMENT

This indenture made this 26th day of May, 2026, between **Next Play LLC**, whose post office address is 1407 Tacoma Ave, Bismarck, ND 58504, Grantor, and the **City of Bismarck**, a municipal corporation, whose post office address is P.O. Box 5503, Bismarck, North Dakota 58502-5503, Grantee.

1. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive sidewalk easement to construct, operate, and repair sidewalks (the "Work") upon the real property hereinafter described (the "Easement Area"), together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and use of said multi-use trail. The Work must be completed in accordance with approved site plan. Grantee shall have the right to ingress and egress across Grantor's real property adjacent to the Easement Area to the extent reasonably necessary in order to allow Grantor to complete the Work and to maintain and repair the sidewalk located within the Easement Area. Nothing in this agreement is meant to relieve Grantor of any statutory obligations it may have to maintain or repair public sidewalks located adjacent to Grantor's property.

2. The Easement Area is, except for right of access, limited to:

Parcel No. 0320-004-001

LOCATED IN LOTS 1-21, BLOCK 4 OF CASEY INDUSTRIES, INC FIRST ADDITION, IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, TOWNSHIP 138 NORTH, RANGE 80 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OPC 9457 AT THE NORTHWEST CORNER OF SAID BLOCK 4 OF CASEY INDUSTRIES, INC FIRST ADDITION (PER DOC. #161627); THENCE S89°48'32"E ALONG THE NORTH LINE OF SAID BLOCK 4 A DISTANCE OF 35.00 FEET; THENCE S00°11'28"W A DISTANCE OF 8.00 FEET; THENCE N89°48'32"E A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4;

THENCE N00°14'01"E ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 280.00 SQUARE FEET, MORE OR LESS.

See Exhibit A

3. Grantor shall, after completing the above-described construction or installation, or after the exercise of any rights granted by this easement, restore the lands to as near their original condition as reasonably possible and remove all debris, spoils, and equipment resulting with the construction or installation or access to the lands.
4. Grantor agrees to not erect or permit any structure or obstruction, grade the slope greater than 6:1, or perform any act that interferes with Grantee's rights under this easement, except with the written consent of Grantee.
5. The term of this easement herein reserved is ninety-nine (99) years, beginning upon execution in 2026 and ending in 2125.
6. Grantor hereby reserves title to and any interest in any and all archeological and paleontological materials, whether located on or below the surface of said land.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on this 26th day of May, 2026.

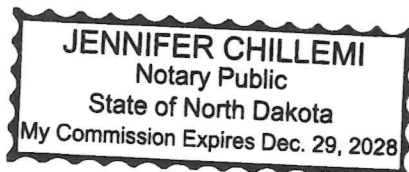
Grantor: Next Play LLC

By: [Signature]

its member

STATE OF North Dakota
COUNTY OF Burleigh) ss.

On this 26 day of May, 2026, before me personally appeared Jarred Roloff, who executed the within instrument, and acknowledged to me that they executed the same.



[Signature]
Notary Public
State of _____

Acceptance and dedicated lands by the City of Bismarck:

Michael T. Schmitz, President
Board of City Commissioners

Attest: _____
Jason Tomanek
City Administrator

[illegible]

On this _____ day of _____, 2026, before me personally appeared Michael T. Schmitz, President of Board of City Commissioners, and Jason Tomanek, City Administrator, known to me to be the persons who are described in, and who executed the within and foregoing instrument and who severally acknowledged to me that they executed the same.

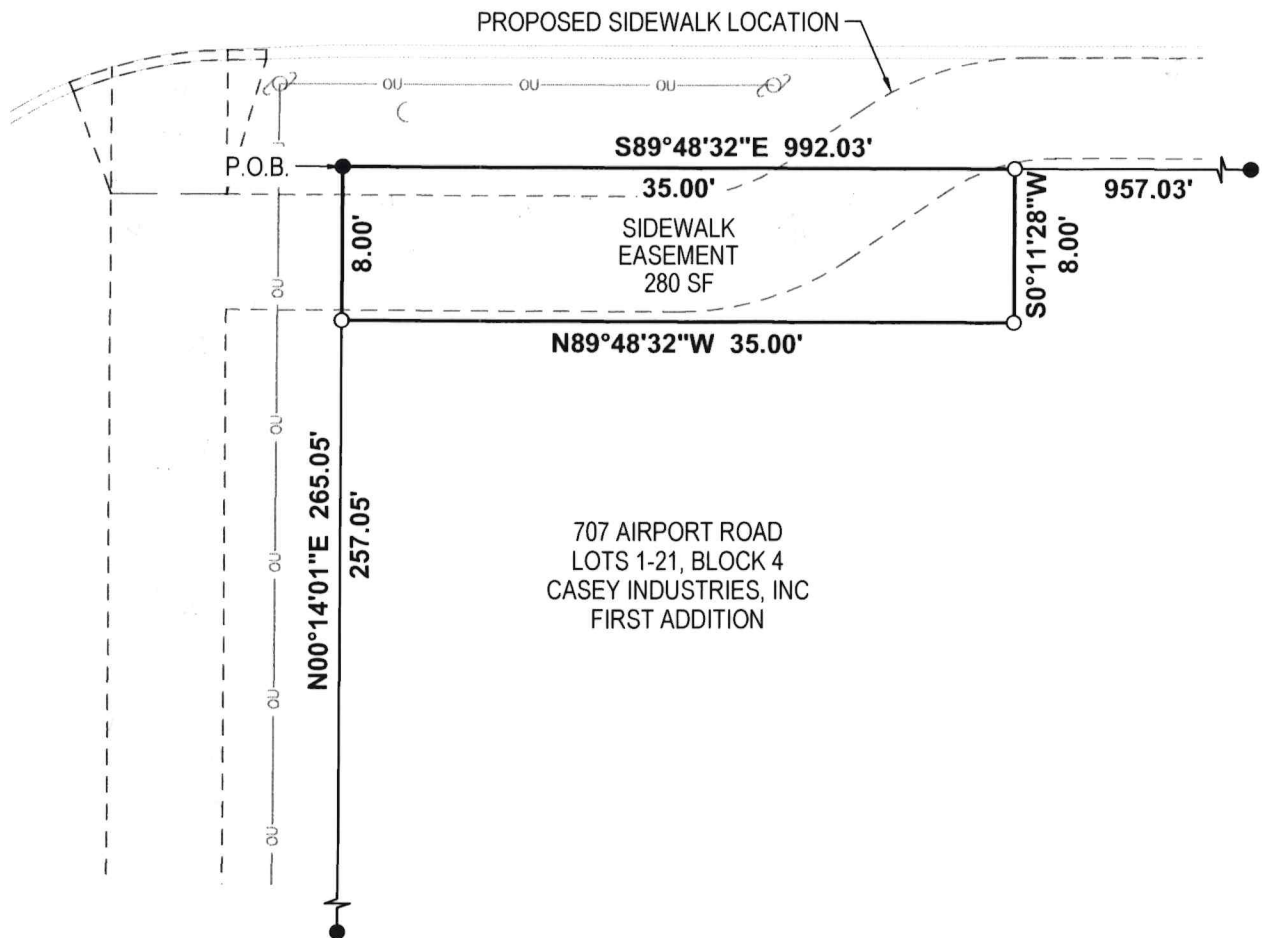
Notary Public

The legal description was prepared by Timothy A. Hagedorn, LS-9457, 1300 Tacoma Ave, Ste A, Bismarck, ND, 58504

EXHIBIT 'A'

SIDEWALK EASEMENT

LOCATED IN LOTS 1-21, BLOCK 4 OF CASEY INDUSTRIES, INC. FIRST ADDITION
IN THE SE1/4 OF SECTION 3, T138N, R80, OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

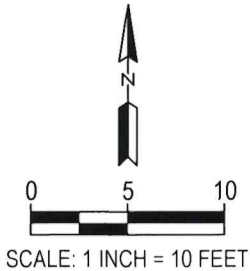


SIDEWALK EASEMENT DESCRIPTION

LOCATED IN LOTS 1-21, BLOCK 4 OF CASEY INDUSTRIES, INC FIRST ADDITION, IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 3, TOWNSHIP 138 NORTH, RANGE 80 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OPC 9457 AT THE NORTHWEST CORNER OF SAID BLOCK 4 OF CASEY INDUSTRIES, INC FIRST ADDITION (PER DOC. #161627); THENCE S89°48'32"E ALONG THE NORTH LINE OF SAID BLOCK 4 A DISTANCE OF 35.00 FEET; THENCE S00°11'28"W A DISTANCE OF 8.00 FEET; THENCE N89°48'32"E A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 4; THENCE N00°14'01"E ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 280.00 SQUARE FEET, MORE OR LESS.



- COMPUTED POSITION
- PROPERTY CORNERS
- PROPERTY LINE
- ▭ EASEMENT AREA

N.D. STATE PLANE, SOUTH ZONE
INTERNATIONAL FEET
BEARINGS AND DISTANCES ARE GRID



PROJECT TITLE: SIDEWALK EASEMENT 707 AIRPORT ROAD BISMARCK, ND 58504		1300 TACOMA AVE BISMARCK, ND 58504 PHONE: (701) 557-3348 WWW.MTNPLAINS.COM	
CLIENT NAME: NEXT PLAY LLC	DRWN BY: JME	CHKD BY: JME	APPD BY: TAH
	PROJECT NO: 7709	DATE: 5/6/2026	SCALE: 1" = 10'
		SHEET NO: 1 OF 1	



Bismarck Veterans Memorial Public Library

DATE: June 9, 2026

FROM: Christine Kujawa, Library Director

ITEM: Library Board of Directors Appointment

REQUEST:

Appointment of Brent Ekstrom and Cecile Wehrman to serve three-year terms on the Library Board of Directors.

BACKGROUND INFORMATION:

Dianna Kindseth and Mike Fladeland are finishing their second three-year terms on the Library Board of Directors, effective June 30, 2026. We are grateful for their service, continued support, and advocacy for the library.

At the May 28, 2026 Library Board meeting, the Library Board of Directors elected Brent Ekstrom and Cecile Wehrman to 3-year terms to fill the two vacancies.

Brent Ekstrom, a Bismarck resident, holds an MBA from the University of ND and a BS in Accounting from Minot State University. He is the Executive Director for Lewis & Clark Development Group and CommunityWorks ND and has over 30 years of management experience. Areas of expertise that complement the existing board composition: executive administration, financial management, and capital project management.

Cecile Wehrman, a Bismarck resident, has certification in Vocational Broadcasting from Arizona Tech and is the Executive Director of the North Dakota Newspaper Association. She has worked in the journalism field in radio, television, and newspapers since 1985. Areas of expertise that complement the existing board composition: executive administration, governmental relations, and policy development.

Additionally, for the 2026-2027 election of officers, Justin Hughes was elected Library Board of Directors President, serving as the designated municipal representative in accordance with NDCC 40-38-03, to ensure continued eligibility for State Aid to Public Libraries funding as outlined in NDCC 54-24.2-01. Nancy Guy was elected as Vice President.

2026-2027 Library Board of Directors
Justin Hughes, President

Nancy Guy, Vice President
Robert Bartosh
Brent Ekstrom
Cecile Wehrman

RECOMMENDED CITY COMMISSION ACTION:

Appoint Brent Ekstrom and Cecile Wehrman to three-year terms to the Library Board of Directors.

STAFF CONTACT INFORMATION:

Christine Kujawa, Library Director, 701-355-1482, ckujawa@bismarcklibrary.org

ATTACHMENTS:

None



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Bis-Man Transit Mid-Year Grant Application

REQUEST:

Permission for Bis-Man Transit to submit Section 5339 SFY2027 Mid-Year Grant Application.

BACKGROUND INFORMATION:

The Federal Transit Administration (FTA) funding for this program is administered by the North Dakota Department of Transportation (NDDOT) and is made available to urban and rural transit providers. The deadline for application submittals to the NDDOT is June 30, 2026. Section 5339, Bus and Bus Facilities Program is a capital only grant. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment, and to construct and rehabilitate bus-related facilities. Section 5339 funds cannot be used for operating assistance. Bis-Man Transit is seeking approval to apply for Section 5339 SFY2027 mid-year grant funding for two (2) 2027 Ford E-450 paratransit cutaway buses. One bus will replace a 2019 model van, #1912, with 135,684 miles that has exceeded its useful life in both age and miles by FTA standards. The other bus will be for the expansion of the current vehicle fleet. This additional bus will accommodate the increased ridership resulting from the recent service changes and potential service increases from the upcoming Transit Development Plan recommendations. Total federal funds request is \$305,592 (85%) with Bis-Man Transit to provide a local share of \$53,928 (15%).

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval for Transit to submit its Section 5339 SFY2027 Mid-Year Grant Application.

STAFF CONTACT INFORMATION:

Paulette Jacobsen, Transportation Planner, 701-355-1473, pjacobsen@bismarcknd.gov

ATTACHMENTS:

1. Transit Recommendation Letter
2. FY27 5339 Mid Year Grant App Signed
3. Letter of Intent



June 9, 2026

TO: The Bismarck City Commission

FROM: Deidre Hughes, Executive Director

SUBJECT: FY27 5339 Mid-year Grant Application Recommendation

RECOMMENDATION: The Bis-Man Transit Board of Directors recommends the Bismarck City Commission approve the FY27 5339 Mid-year grant application for submittal to the State of North Dakota.

BACKGROUND: The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes Federal resources available to States and designated recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no-emission vehicles or facilities.

DISCUSSION: With these applications, Bis-Man Transit requests funding to purchase two new paratransit/demand response cutaway buses. One bus will replace a 2019 van that has exceeded its useful life in terms of age and mileage. The second bus, if awarded, will be a fleet expansion.

FINANCIAL IMPACT: If the North Dakota Department of Transportation approves the application, Bis-Man Transit must provide a 15% local match for the ADA vehicle purchases.

Project	Total	Federal	Local
Ford E-450 Cutaway Bus	\$179,760	\$152,796	\$26,964
Ford E-450 Cutaway Bus	\$179,760	\$152,796	\$26,964
TOTAL	\$359,520	\$305,592	\$53,928



FY2027 - Section 5339 Bus & Bus Facilities Program MID-YEAR Application

Agency Name	Bis-Man Transit Board	
Agency Contact	Deidre Hughes	
Unique Entity ID #	83-441-0987	Sam.gov expiration date: July 29, 2026

Section 5339 – The Federal Transit Administration (FTA) Section 5339 (Bus & Bus Facilities Program) is a capital-only program and funds are limited to capital projects to replace, rehabilitate, and purchase buses and bus-related equipment, and to construct or rehab bus-related facilities.

The entire Section 5339 – Bus and Bus Facilities Grants is further explained in <https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-10/C9040.1H-Circular-11-01-2024.pdf>

- All applications are due **June 30, 2026, 5:00pm CDT**. Late and/or incomplete applications may be subject to a penalty percentage reduction of requested amount or may be eliminated from funding consideration.
- The NDDOT Transit Staff are available to provide guidance and answer any questions on the application process. E-mail: bhanson@nd.gov, sming@nd.gov, jamsayler@nd.gov or ryasonetti@nd.gov.

GENERAL INFORMATION

1. Provide a detailed description of the transportation services your agency currently provides and any plans for increasing services, expanding service area and increasing ridership. (include days and hours of service, fare structure, total active and spare vehicles in service, type of service being provided, transportation provided to what counties and communities in your service area, etc.).

Bis-Man Transit currently provides fixed route service for the cities of Bismarck and Mandan, and complementary paratransit services, with demand response available for senior and disabled passengers, including those in the City of Lincoln. Bis-Man Transit continues transitioning current demand response riders to our fixed route service and gaining new fixed route ridership through continued outreach and community partnership efforts. The most recent route redesign went into effect on February 1, 2021. It is anticipated that the current routes will be reviewed in the Transit Development plan set to kick off in the summer of 2026.

Effective April 1, 2026, fixed route service is provided on six routes from 6:00 a.m. - 10:00 p.m. Monday through Friday and 7:00 a.m. to 10:00 p.m. on Saturday. All 10 vehicles in the fixed-route fleet are ADA accessible and serve Bismarck and Mandan. Regular fares are \$1.50 for a one-way trip, \$6.00 for a 1-day pass, and \$36 for a 30-day pass. Fares for those certified to use our demand response services or those over 65 are free. Reduced fares for students K-College, Veterans, and those on Medicare are \$.75 for a one-way trip, \$3.00 for a 1-day pass, and \$24.00 for a 30-day pass.

In 2025, 138,073 unlinked passenger trips were provided on fixed routes, an increase of 16,535 trips from the previous calendar year.

Paratransit/demand response service is provided to individuals with disabilities and to seniors age 70 and older, with a fleet of 19 cutaway buses and three accessible vans. The service area covers the city limits of Bismarck and Mandan, the City of Lincoln, and within ¾ mile of any fixed route. A one-way fare is \$3.00. Services are provided from 5:30 am – 12:00 am, Monday through Saturday, and 7:30 am - 6:00 pm on Sunday. In 2025, 92,760 unlinked passenger trips were provided on paratransit, a slight increase from the previous calendar year. As of April 1, 2026, the general public can use demand response services on Sundays, subject to the same scheduling regulations.

Services are provided in both Burleigh and Morton counties.

2. Provide a detailed explanation of each project and how and why this request is important to your agency and how it will improve or provide for future service to citizens in the communities/counties you provide service.

Adhering to our fleet replacement schedule is necessary to limit the time buses are out of service due to major breakdowns. Operating buses past their useful life often increases spending and bus downtime.

With the recent service and potential for upcoming service increase, Bis-Man Transit is seeking one replacement ADA van that has exceeded useful life and one additional bus to accommodate the growing service.

3. What percentage of change in ridership has your agency experienced since the last application? Provide a brief explanation of the reason for the change in ridership.

☒ Increase

☐ Decrease

Description of change: Bis-Man Transit experienced a 12% increase in fixed-route ridership from 2024 to 2025 and a 3% increase in paratransit ridership during the same period.

4. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan must be uploaded into the application documents.

Page 26 of the latest transit development plan details Bis-Man Transit's fleet replacement schedule.

Section 5339 Application Checklist and Signature Page

Applicants must submit the following (check when complete):

x	Completed 5339 Application;
x	Upload your completed Project Request Form(s);
x	Upload document(s) showing sources and amounts of local match funds – Signed letters from source(s) of local match showing sources and amounts, FY2026 State Aid Contract or award letter, mill levy, city funds, etc.;
x	Update vehicle/facility/equipment information, mileage, condition, maintenance, etc. in BlackCat Inventory;
	Complete and include the FTA Categorical Exclusion Worksheet (if applicable);
	Complete and include the NDDOT ITS Architecture Checklist Systems Engineering Compliance (SFN 60212), (if applicable);

I hereby certify that as a person authorized to sign as:

Bis-Man Transit Board
Transit Agency Name

That I have reviewed the application submitted and to the best of my knowledge all statements and representations made are true and correct. I also hereby certify:

1. Adequate funds will be available to provide the required local match and to operate the project; and
2. Sufficient managerial and fiscal resources exist to implement and manage the grant as outlined in this application; and
3. The project items purchased under this grant shall be maintained in accordance with the detailed maintenance schedules as stipulated by the manufacturer; and
4. The transit agency agrees to meet the applicable federal and state requirements.

Deirdre Hughes
Signature of Authorized Representative

May 28, 2026
Date

Section 5339 - VEHICLE PROJECT REQUESTS

NOTE: This request MUST first be created as a project in Black Cat. Each vehicle must be created as a separate project.

There is space provided below to request a replacement or expansion vehicle. If applying for more than one vehicle, please attach additional sheets and create a separate project for each vehicle in Black Cat.

1. Description of the vehicle you are requesting. (include: Year, Make, ADA qualified, and seating capacity)

State Bid Number: 300

Year: 2027

Make/Model: Ford E-450

Seating Capacity: 14+4 wheelchair positions

Lift/Ramp: ☒ Yes ☐ No

Gas/Diesel/Other: Gas

Location of new vehicle: 3750 East Rosser Avenue, Bismarck, North Dakota

2. Describe in detail which programs and services the requested vehicle will be utilized in and how it will enhance or maintain your service.

The replacement bus will be used to continue operating our current paratransit/demand response service for the elderly and disabled communities.

3. What type of vehicle are you requesting?

Replacement Vehicle ☒ Yes ☐ No

Expansion Vehicle ☐ Yes ☒ No (if **Yes**, move to question 6)

4. If requesting a replacement vehicle, has the vehicle met FTA useful life standards in years or miles?

Mini-Vans/Modified Vans – 3-14 passenger	4 years or 100,000 miles
Med-Size Light Duty Cutaway – 8-16 passenger	5 years or 150,000 miles
Med-Size Med Duty Cutaway/Bus – 16-30 passenger	7 years or 200,000 miles
Med-Size Heavy Duty Bus – 24-25 passenger	10 years or 350,000 miles
Large Heavy-Duty Bus – 35-40+ passenger	12 years or 500,000 miles

Years: ☒ Yes ☐ No

Miles: ☒ Yes ☐ No

5. Which vehicle in your fleet are you replacing? **1912**

a. Vehicle Information Number (VIN): 1FBVU4XM3KKA53538

b. Vehicle Year: 2019

c. Make/Model: Ford Transit

d. Current Mileage: 135,684

e. Vehicle Condition Rating (Adequate, Excellent, Good, Marginal, Poor): Marginal

6. If requesting an expansion vehicle, be specific list the need for the additional vehicle, and the agency/community/county to be served (include: hours and days of service and estimated ridership).

7. Provide an estimated timeline for the purchase of this vehicle(s). **See sample timeline below, add or remove lines as needed.**

Procurement Type (State Bid Number, Request For Proposal (RFP)/Invitation For Bid (IFB), Quotes): State bid 300

RFP/IFB/Quotes Issue Date (Complete if NOT using the State Bid):

Contract Award Date (Complete if NOT using the State Bid):

Order Date: Anticipated Winter 2026

Vehicle Delivery Date: Fall 2027

8. Amount requested for vehicle (include the base price plus all options with this request):

Total Vehicle Cost (include federal and local amounts): \$179,760

Federal Funds Requested Amount: \$152,796

Local Match Amount: Local Mill Levy

9. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan **must** be uploaded into the application documents.

The fleet replacement schedule can be found on page 26 of the Transit Development Plan.

Following are suggested price requests for vehicles based on current state bid quotes. Keep in mind if you intend to order vehicles with additional options, prices will vary accordingly. See the State Bid Contracts on the website at https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.htm		Expected Delivery time (in months)
15 Passenger or 12 + 2 Passenger Cutaway/Bus NDDOT Term Contract No. 300	Base Price - \$131,816 - \$152,237	12 – 24
ADA Transit Vehicle – Rear and Side Lift NDDOT Term Contract No. 301	Base price - \$82,694 – \$104,412	12 – 24
ADA Low Floor Mini Van NDDOT Term Contract No. 382	Base Price - \$74,487	6 – 9
Hometown View Bus NDDOT Term Contract No. 389	Base Price - \$156,850 - \$210,080	8 – 12
Hometown Trolley Villager NDDOT Term Contract No. 388	Base Price - \$170,956 - \$219,522	6 - 12
Trolley – Carriage and Villager NDDOT Term Contract No. 386	Base Price - \$125,000 - \$168,000	6 – 12

Section 5339 - VEHICLE PROJECT REQUESTS

NOTE: This request MUST first be created as a project in Black Cat. Each vehicle must be created as a separate project.

There is space provided below to request a replacement or expansion vehicle. If applying for more than one vehicle, please attach additional sheets and create a separate project for each vehicle in Black Cat.

1. Description of the vehicle you are requesting. (include: Year, Make, ADA qualified, and seating capacity)

State Bid Number: 300

Year: 2027

Make/Model: Ford E-450

Seating Capacity: 14+4 wheelchair positions

Lift/Ramp: ☒ Yes ☐ No

Gas/Diesel/Other: Gas

Location of new vehicle: 3750 East Rosser Avenue, Bismarck, North Dakota

2. Describe in detail which programs and services the requested vehicle will be utilized in and how it will enhance or maintain your service.

The replacement bus will be used to continue operating our current paratransit/demand response service for the elderly and disabled communities.

3. What type of vehicle are you requesting?

Replacement Vehicle ☐ Yes ☒ No

Expansion Vehicle ☒ Yes ☐ No (if **Yes**, move to question 6)

4. If requesting a replacement vehicle, has the vehicle met FTA useful life standards in years or miles?

Mini-Vans/Modified Vans – 3-14 passenger	4 years or 100,000 miles
Med-Size Light Duty Cutaway – 8-16 passenger	5 years or 150,000 miles
Med-Size Med Duty Cutaway/Bus – 16-30 passenger	7 years or 200,000 miles
Med-Size Heavy Duty Bus – 24-25 passenger	10 years or 350,000 miles
Large Heavy-Duty Bus – 35-40+ passenger	12 years or 500,000 miles

Years: ☐ Yes ☐ No

Miles: ☐ Yes ☐ No

5. Which vehicle in your fleet are you replacing?

a. Vehicle Information Number (VIN):

b. Vehicle Year:

c. Make/Model:

d. Current Mileage:

e. Vehicle Condition Rating (Adequate, Excellent, Good, Marginal, Poor):

6. If requesting an expansion vehicle, be specific list the need for the additional vehicle, and the agency/community/county to be served (include: hours and days of service and estimated ridership).

Bis-Man Transit is seeking funding to purchase an additional cutaway bus to accommodate increased ridership resulting from recent service changes and a potential service increases from upcoming Transit Development Plan recommendations. As of April 1st, Bis-Man Transit has increased Sunday demand response by three and a half hours and opened the service up to the general public.

7. Provide an estimated timeline for the purchase of this vehicle(s). **See sample timeline below, add or remove lines as needed.**

Procurement Type (State Bid Number, Request For Proposal (RFP)/Invitation For Bid (IFB), Quotes): State bid 300

RFP/IFB/Quotes Issue Date (Complete if NOT using the State Bid):

Contract Award Date (Complete if NOT using the State Bid):

Order Date: Anticipated Winter 2026

Vehicle Delivery Date: Fall 2027

8. Amount requested for vehicle (include the base price plus all options with this request):

Total Vehicle Cost (include federal and local amounts): \$179,760

Federal Funds Requested Amount: \$152,796

Local Match Amount: Local Mill Levy

9. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan **must** be uploaded into the application documents.

The fleet replacement schedule can be found on page 26 of the Transit Development Plan.

Following are suggested price requests for vehicles based on current state bid quotes. Keep in mind if you intend to order vehicles with additional options, prices will vary accordingly. See the State Bid Contracts on the website at https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.htm		Expected Delivery time (in months)
15 Passenger or 12 + 2 Passenger Cutaway/Bus NDDOT Term Contract No. 300	Base Price - \$131,816 - \$152,237	12 – 24
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Trolley – Carriage and Villager NDDOT Term Contract No. 386	Base Price - \$125,000 - \$168,000	6 – 12



June 9, 2026

Bis-Man Transit Board FY2027 Section 5339 Mid-Year - Letter of Intent

Bis-Man Transit is seeking approval to submit a FY27 Section 5339 Mid-Year, Bus and Bus Facility Program grant through the North Dakota Department of Transportation. The Section 5339 program is a capital-only program that funds buses and bus-related equipment and the construction of bus-related facilities.

Bis-Man Transit is requesting funds to offset the cost of capital purchases, including the replacement of one paratransit vehicle and one additional bus. The local match will be derived from mill levy funds.

1. Two (2) 14-Passenger Cutaway ADA Buses
 - a. Project cost: \$179,760 per vehicle (\$359,520 total)
 - b. Federal portion: \$152,796 per vehicle (\$305,592 total)
 - c. Local match: \$29,964 per vehicle (\$53,928 total)
 - d. One vehicle will replace a van that has exceeded its useful life in terms of age and mileage. The other bus will be an addition to the fleet.

Deidre Hughes

Executive Director Bis-Man Transit

Date



3750 E Rosser Avenue,
Bismarck, ND 58501



info@bisantransit.com



701.258.6817



www.bisantransit.com



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Bis-Man Transit Bus Camera Upgrade

REQUEST:

Permission for Bis-Man Transit to purchase the REI bus camera system upgrades.

BACKGROUND INFORMATION:

At present, all Bis-Man Transit buses are equipped with REI on-board cameras. This allows Transit staff to view security footage by manually downloading it after the vehicle returns to the Transit facility. Due to the recent increase in service hours, Transit staff sought more efficient ways to view bus camera footage, especially regarding time-sensitive incidents. After discussion with REI, it was determined that Transit could upgrade the camera system with a few minor alterations. Transit received quotes on materials and installation from REI and Electronic Communications Inc. In total, the cost for the parts and installation of the upgraded camera system would be \$48,629.81. \$36,452.66 would be eligible for federal grant reimbursement, and the remaining \$12,177.15 in local match would be provided by Bis-Man Transit.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval for Transit to purchase the REI bus camera system upgrades.

STAFF CONTACT INFORMATION:

Paulette Jacobsen, Transportation Planner, 701-355-1473, pjacobsen@bismarcknd.gov

ATTACHMENTS:

1. Transit Letter of Recommendation



June 9, 2026

TO: Bismarck City Commission

FROM: Deidre Hughes, Executive Director, Bis-Man Transit Board

SUBJECT: Bus Camera Upgrade Recommendation

BACKGROUND: Currently, all Bis-Man Transit buses are equipped with REI on-board bus cameras. This allows staff to view security footage by manually downloading it after the vehicle returns to the Bis-Man Transit facility.

DISCUSSION: Due to increased service hours, staff sought more efficient ways to view bus camera footage, especially during time-sensitive incidents. After discussing the current system limitations with the REI representative, it was determined that we could upgrade the system with a few minor alterations. Staff requested quotes on materials and installation. REI and Electronic Communications Inc. provided quotes for the proposed work.

FINANCIAL IMPACT:

Vendor & Expense	Federal	Local	Total
REI Parts	\$19,273.60	\$4,818.40	\$24,092
ECI Install	\$9,900	\$2,475	\$12,375
REI Annual Support	\$7,279.06	\$4,883.75	\$12,162.81
TOTALS:	\$36,452.66	\$12,177.15	\$48,629.81

RECOMMENDATION: The Bis-Man Transit Board recommends approving the proposed purchases to update the existing on-board bus camera system to enable live-view footage.



3750 E Rosser Avenue,
Bismarck, ND 58501



info@bisantransit.com



701.258.6817



www.bisantransit.com



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Graham Addition – Minor Subdivision Final Plat

REQUEST:

Graham Addition, a minor subdivision final plat, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

Dakota UPREIT LTD Partnership is requesting approval of a minor subdivision plat titled Graham Addition.

The project is located in southeast Bismarck, south of East Bismarck Expressway and east of South 12th Street, in the southwest quadrant of the intersection of Lee Avenue and Airport Road.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026, and voted to recommend approval.

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:

Approve Graham Addition, a minor subdivision final plat.

STAFF CONTACT INFORMATION:

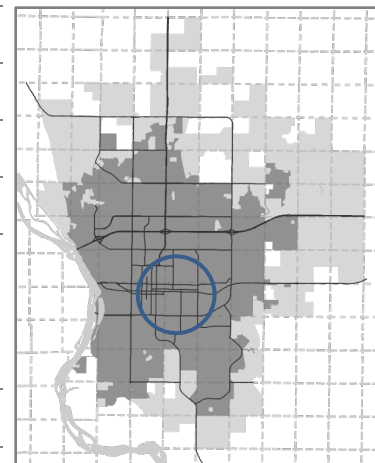
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Jenny Wollmuth, Senior Planner, 701-355-1850, jwollmuth@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

Project Summary

<i>Title:</i>	Graham Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	Dakota UPREIT LTD Partnership
<i>Project Contact:</i>	Nic Cullen, PE, CFM, Houston Engineering Inc.
<i>Project Location:</i>	In southeast Bismarck, south of East Bismarck Expressway and east of South 12th Street, in the southwest quadrant of the intersection of Lee Avenue and Airport Road
<i>Project Size:</i>	1.76 acres
<i>Applicant Request:</i>	Replat property to create two lots in one block
<i>PZC Recommendation:</i>	Approve
<i>Staff Recommendation:</i>	Approve



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	2 parcels in 1 block	<i>Lots/Blocks:</i>	2 lots in 1 block
<i>Land Use:</i>	Industrial	<i>Land Use:</i>	No Change
<i>Future Land Use:</i>	Industrial Flex (IF)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	MA – Industrial	<i>Zoning:</i>	No change
<i>Uses Allowed:</i>	MA – Light industrial, general commercial, warehouses, manufacturing and shop condos	<i>Uses Allowed:</i>	No change
<i>Max Density:</i>	MA – N/A	<i>Max Density:</i>	No change

Area Information

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

Property History

<i>Zoned:</i>	Pre-1980
<i>Platted:</i>	02/1915
<i>Annexed:</i>	Pre-1980

(continued)

Project Narrative

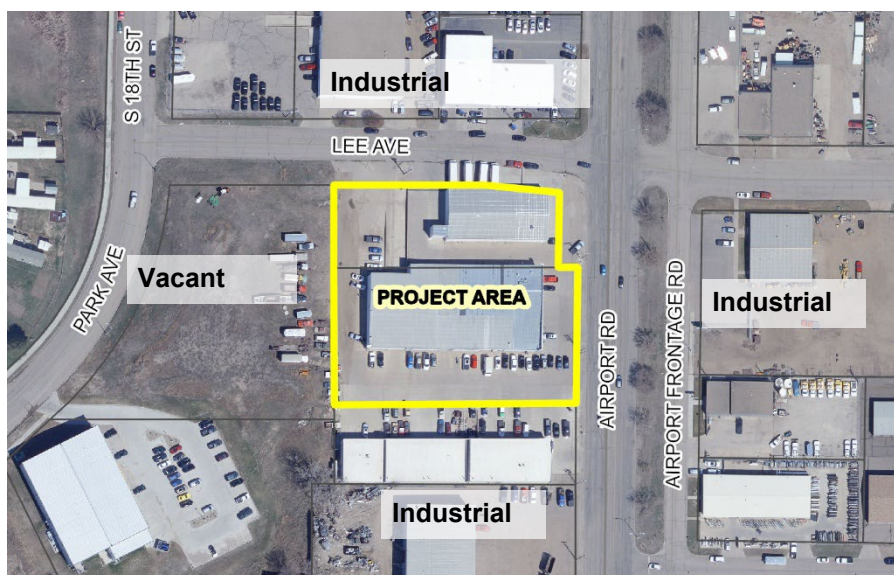
Dakota UPREIT LTD Partnership is requesting approval of a minor subdivision plat titled Graham Addition, a replat of Auditor's Lots 1202 and 1212 in parts of Block 17 and Block 18, Suttle's Addition.

The minor plat would create two lots in one block. There are two existing buildings located within the property and each building would be located on a separate lot. The minor plat also identifies existing utility easements and access points. No new access points are proposed.

Project Context

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

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



The property has been identified as Industrial Flex (IF) in the Future Land Use Plan. The IF areas are flexible employment centers for a range of businesses. Goals and objectives of this plan as they relate to the proposed minor subdivision plat are referenced in review standards below.

Adjacent land uses include industrial uses to the north across Lee Avenue, east across Airport Road, south, and a vacant industrial zoned parcel to the west.

Public Engagement

The public was duly notified of this request. A notice was published in the Bismarck Tribune on May 15 and 22, and 17 postcards were mailed to the owners of nearby properties on May 15, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on May 11, 2026.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026. Staff did not receive written comments regarding this request, but received one phone inquiry regarding future development of the property. At the conclusion of the hearing, the Planning and Zoning Commission recommended approval of the proposed minor subdivision final plat.

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

(continued)

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.

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, City 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 and City Commission. A public hearing was scheduled for this request with the Planning and Zoning Commission, and all requirements for notice of this hearing were 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

Planning and Zoning Commission

Based on the above findings, the Planning and Zoning Commission recommends approval of the minor subdivision final plat titled Graham Addition.

Planning Staff

Based on the above findings, staff recommend approval of the minor subdivision final plat titled Graham Addition.

Attachments

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

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

701-355-1845 jjwollmuth@bismarcknd.gov

Zoning Districts

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

Future Land Use Plan

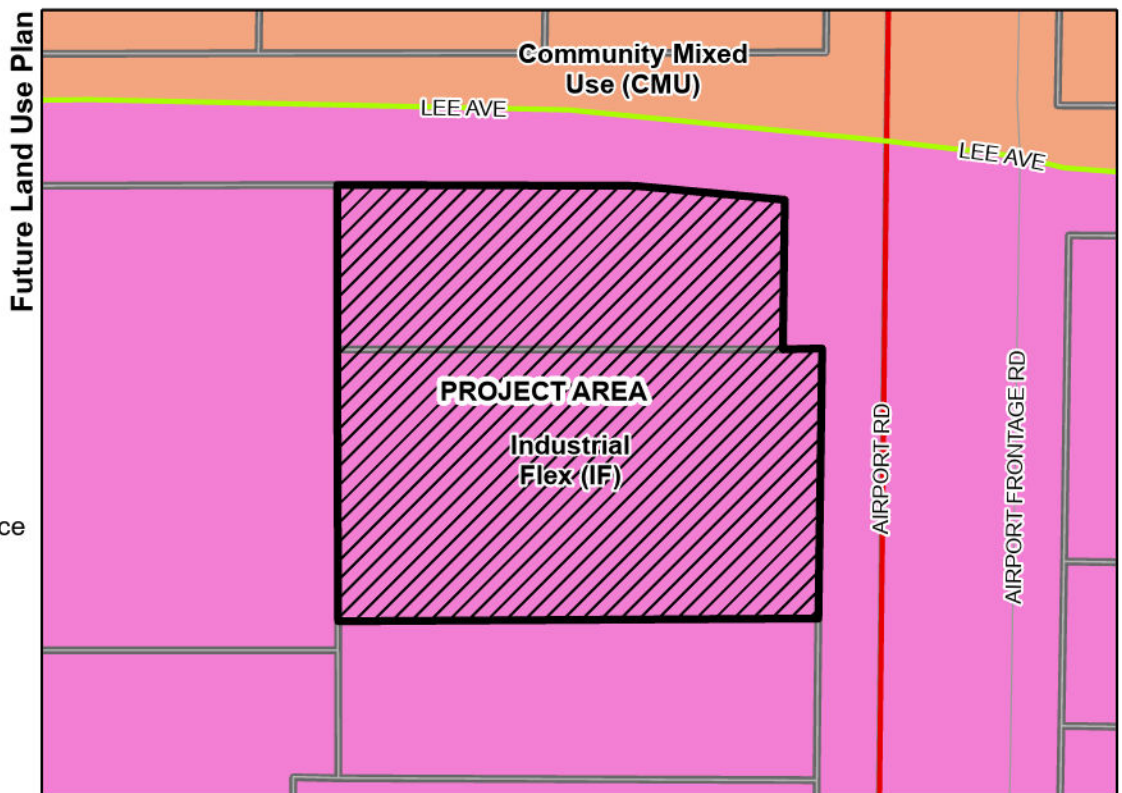
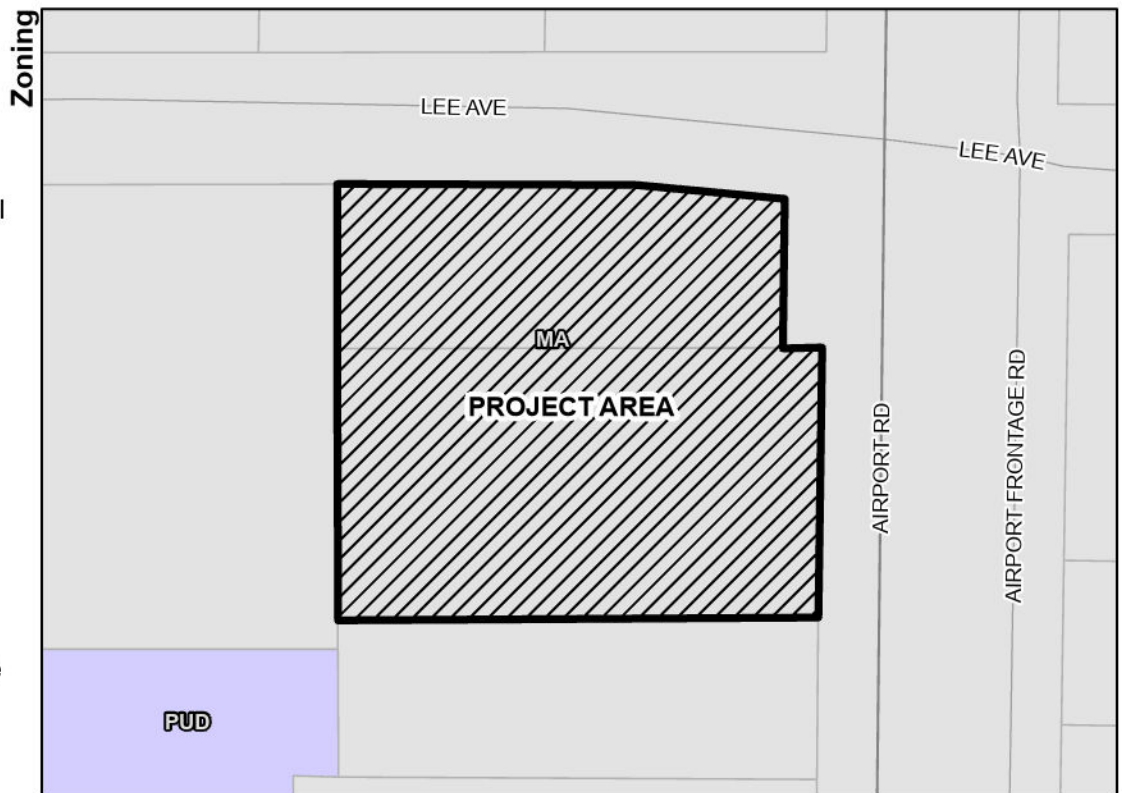
UN	Urban Neighborhood
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Residential Transitional
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

Active Mobility Plan

Existing Street Bike Connection

Major Street Plan

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



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

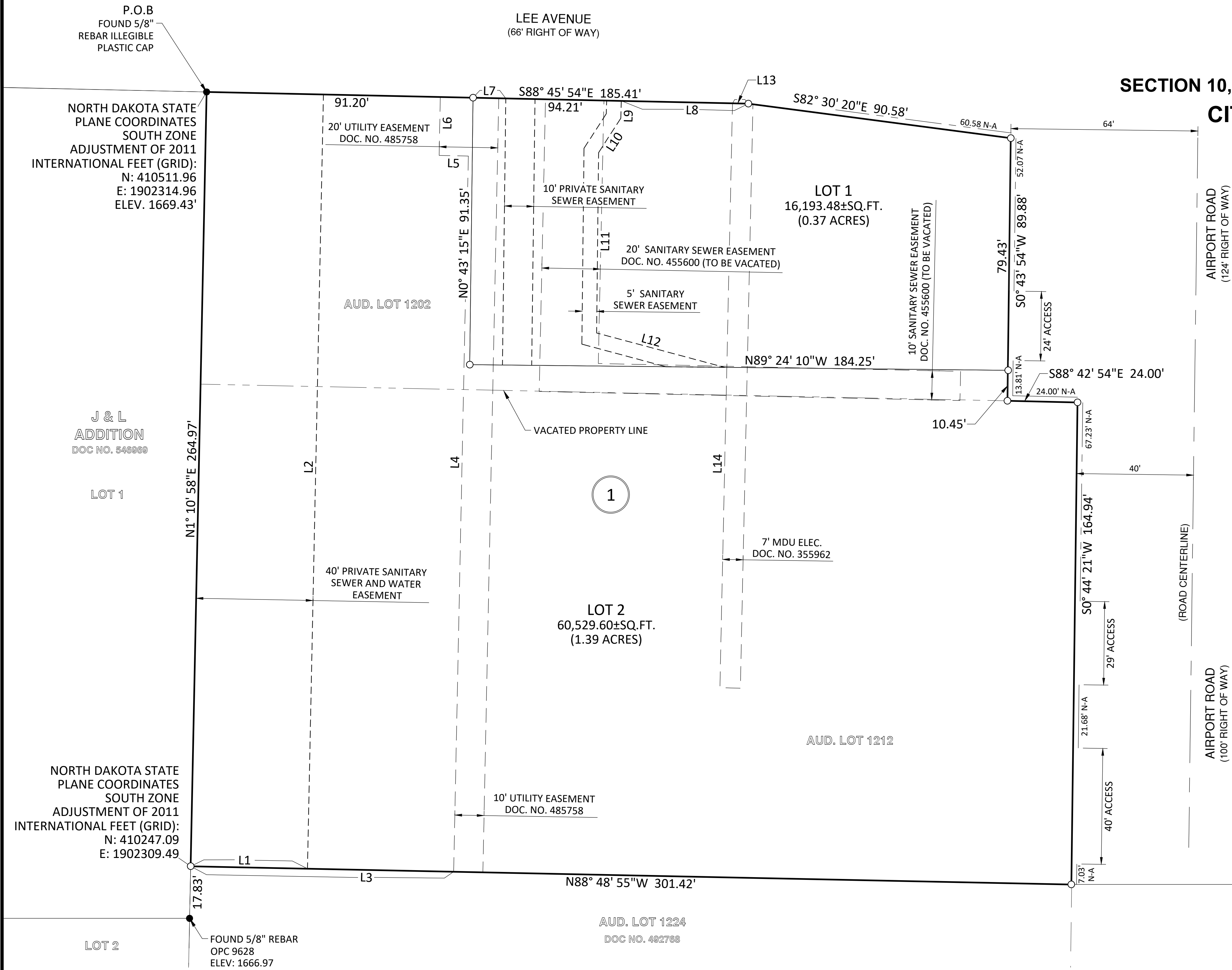
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City of Bismarck
Planning Department
May 19, 2026

GRAHAM ADDITION

A REPLAT OF AUDITOR'S LOTS 1202 AND 1212 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION:

A REPLAT OF AUDITOR'S LOTS 1202 AND 1212 OF THE NW 1/4 OF SECTION 10, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA.

BEGINNING AT THE NORTHWEST CORNER OF AUDITOR'S LOT 1202, AS DESCRIBED IN RECORDED DOCUMENT NO. 492768; THENCE SOUTH 88°45'54" EAST, ON AND ALONG THE NORTH LINE OF SAID AUDITOR'S LOT 1202 AND THE SOUTH RIGHT OF WAY LINE OF LEE AVENUE, A DISTANCE OF 185.41 FEET; THENCE SOUTH 82°30'20" EAST, CONTINUING ON AND ALONG SAID NORTH AUDITOR'S LOT LINE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.58 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S LOT 1202 AND THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD, THENCE SOUTH 0°43'54" WEST, ON AND ALONG THE EAST LINE OF SAID AUDITOR'S LOT 1202 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 89.88 FEET TO THE NORTH LINE OF AUDITOR'S LOT 1212, AS DESCRIBED IN RECORDED DOCUMENT NO. 492768; THENCE SOUTH 88°42'54" EAST, ON AND ALONG THE NORTH LINE OF SAID AUDITOR'S LOT 1212 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 24.00 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S LOT 1212; THENCE SOUTH 0°44'21" WEST, ON AND ALONG THE EAST LINE OF SAID AUDITOR'S LOT 1212 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 164.94 FEET TO THE SOUTHEAST CORNER OF SAID AUDITOR'S LOT 1212; THENCE NORTH 88°48'55" WEST, ON AND ALONG THE SOUTH LINE OF SAID AUDITOR'S LOT 1212, A DISTANCE OF 301.42 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S LOT 1212; THENCE NORTH 1°10'58" EAST, ON AND ALONG THE WEST LINE OF SAID AUDITOR'S LOT 1212 AND THE WEST LINE OF SAID AUDITOR'S LOT 1202, A DISTANCE OF 264.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.76 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

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

TODD MARSCHALL,
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4431

HOUSTON ENGINEERING, INC
3712 LOCKPORT STREET
BISMARCK, NORTH DAKOTA, 58503

OWNER'S CERTIFICATE AND DEDICATION

WE, ALL MEN BY THESE PRESENT THAT DAKOTA UPREIT LIMITED PARTNERSHIP, 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 "GRAHAM ADDITION", AND DEDICATE ALL RIGHTS OF WAY TO THE CITY OF BISMARCK AS SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN, AND AFFIRM THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

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

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss

DANIEL JUNG, EXECUTIVE VICE PRESIDENT
DAKOTA UPREIT LIMITED PARTNERSHIP
3003 32ND AVE S, SUITE #250
FARGO ND, 58103

ON THIS DAY OF , 2026, BEFORE ME PERSONALLY APPEARED DANIEL JUNG, EXECUTIVE VICE PRESIDENT OF DAKOTA UPREIT LIMITED PARTNERSHIP KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND THEY ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
CASS COUNTY, NORTH DAKOTA

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

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

MICHAEL T. SCHMITZ – PRESIDENT

ATTEST: JASON TOMANEK – CITY ADMINISTRATOR

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 , 20 , IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA AND ORDINANCES OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ – CHAIR

ATTEST: DANIEL NARIN – SECRETARY

APPROVAL OF CITY ENGINEER

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

GABRIEL J. SCHELL – CITY ENGINEER

AREA DATA	
LOT 1:	0.37± ACRES
LOT 2:	1.39± ACRES
TOTAL ACREAGE:	1.76± ACRES

NOTES

BASIS OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE BY
CITY ORDINANCE

COORDINATE DATUM:
NORTH DAKOTA STATE PLANE COORDINATE SYSTEM
NAD 83 SOUTH ZONE
ADJUSTMENT OF 2011
UNITS ARE INTERNATIONAL FEET
WITH MEASURED GROUND DISTANCE
COORDINATE CONVERSION FACTOR TO GRID: 0.9998515

VERTICAL BENCHMARK:
NW PROPERTY CORNER, YELLOW PLASTIC CAP
ELEV. 1669.43' (NAVD 88)

NE CORNER LOT 2 - J&L ADDITION, 5/8 REBAR
ELEV. 1666.97' (NAVD 88)

PARCELS 1202 AND 1212 WERE CREATED BY THE PLAT OF
IRREGULAR DESCRIPTION DOCUMENT NO. 492768,
RECORDED DECEMBER 18TH, 1996 AT 10:58AM, BURLEIGH
COUNTY, NORTH DAKOTA.

DATE OF SURVEY
MARCH 31, 2026

MONUMENT FOUND
IRON MONUMENT SET W/CAP "LS-4431"
POINT OF BEGINNING
NON ACCESS

●
○
P.O.B.
N-A

E 1/4 COR OF
SECT 10-138-80
DOC NO. 3025
(FOUND BRASS CAP - ILLEGIBLE)

PLAT OF
SUTTLE'S ADDITION
TO THE
CITY OF BISMARCK
DAKOTA

Plat of Suttle's Addition to the City of Bismarck in the County of Burleigh and Territory of Dakota, and being composed of part of section number ten (10) in Township number one hundred and thirty eight, North of Range eighty (80) west of the fifth (5) principal meridian, and bounded as follows: Commencing at a point on the section intersects said section line and being at a point on said section line Twelve hundred and sixty nine (1269) feet east of the section corner to sections three (3) and ten (10) in said Township one hundred and thirty eight (138) Range eighty (80) west, thence east along the north boundary line of section ten (10) Twenty seven hundred and forty feet (2740) to a point where the westerly limit of Jackson Street in the City of Bismarck produced intersects the boundary line between sections three (3) and ten (10) thence south fifty seven (57) feet and sixty five feet and eight inches (123' 5") to the southerly limit of Park Avenue, thence westerly along the southerly limit of Park Avenue on a course at right angles to Jackson Street twelve hundred and twenty feet (1220') to the westerly limit of Lincoln Street, thence north at right angles to Park Avenue along the westerly limit of Lincoln Street one hundred and forty one (141) feet, thence west at right angles to Lincoln Street fifteen hundred and twenty feet (1520') to the westerly limit of Roy Street, thence north parallel to Jackson Street along the westerly limit of Roy Street twelve hundred and seventy nine feet (1279') to the place of beginning.

Henry Suttle, the proprietor of the said Suttle's Addition to the City of Bismarck and John Stratthorn, Surveyor hereby declare and make known that the said proprietor caused to be surveyed and laid out during the month April, A.D. one thousand eight hundred and eighty three (1883) and this plat thereof to be made by the said John Stratthorn, Surveyor according to the statute in such cases provided, and that the foregoing is a true and accurate description of the situation and boundaries of the said Suttle's Addition to the City of Bismarck.

All the streets and Avenues and Alleys and all the lots of the said Suttle's Addition are particularly described and set forth on the plat with names with courses, boundaries and extent of all said streets lots Avenues and Alleys. The figures representing distances length or width denote feet and inches courses designated are the true astronomical bearings. All the Streets running north and south are eighty (80) feet wide, all the Avenues running easterly and westerly are sixty six (66) feet wide excepting Bismarck Avenue which is twenty five (25) feet wide at the west end and sixty seven feet (67) and eight inches (8") at the east end, all Alleys are twenty feet (20) wide. All the lots are numbered in figures in the blocks or squares in which they are situated and than precise length and width are stated on the plat. Blocks fifteen (15) sixteen (16) seventeen (17) and eighteen (18) are incomplete blocks are numbered in such manner as to provide for their being completed at some future period, and the numbering of the lots would correspond with the system of numbering in the other blocks. At the time of surveying and laying out the said Suttle's Addition the proprietor caused to be planted and firmly fixed in the ground at the intersection of the center lines of Third Street and Lincoln Avenue, and at the intersection of the center lines of Buchanan Street and Lincoln Avenue, equal and sufficient stone monument for corners from which to make further surveys and the points where the same may be found are designated on the Plat thus x with the words stone monument written contiguous thereto. And the said John Stratthorn, Surveyor further certifies that this Plat of the said Suttle's Addition to the City of Bismarck was made by him from actual survey as aforesaid and that the same is in all respects correct and true.

In witness whereof the said Henry Suttle, Proprietor and John Stratthorn, Surveyor have hereunto subscribed their names.
John Stratthorn
Surveyor
Henry Suttle, Proprietor

Territory of Dakota } ss. I, Thomas W. Causby, a Notary Public within and for the said County do hereby certify that on this 6th day of April A.D. 1883 personally came before me Henry Suttle, proprietor and John Stratthorn, Surveyor to me well known as the persons described in and who executed the foregoing Plat and who each acknowledged that they executed the same freely and voluntarily. In witness whereof I have hereunto set my hand and Official seal at said county the day and year above written.

Thomas W. Causby, Notary Public Seal

Office of Register of Deeds } ss. I hereby certify that the within and foregoing plat was filed in this Office for record on the 9th day of May A.D. 1883 at 2:10 o'clock P.M. and was duly recorded in Book A of Plats.
County of Burleigh }
Territory of Dakota }
E. M. Fuller, Register of Deeds, Burleigh Co.
per E. J. Clausen, Deputy.

Checked and corrected Feb. 19, 1915.

County Surveyor.

See printed description of Plat
Book 65 page 304



I hereby certify that this plat is a true and literal exemplification of the plat of survey which it purports to relate now on file in the office of Register of Deeds, Bismarck, N.D.

John Stratthorn
County Surveyor

Sworn and subscribed to before me this day of 1912

Register of Deeds



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Stein's Fourth Addition – Setback Line Vacation

REQUEST:

Vacate platted setback lines in Stein's Fourth Addition.

BACKGROUND INFORMATION:

The City of Bismarck Planning Department requests approval of a vacation of all platted building setback lines, less those previously vacated, shown on the plat of Stein's Fourth Addition.

The zoning ordinance, rather than a recorded plat, governs all building setbacks. Contextual setback requirements would apply to most of the zoning districts in this subdivision. The request would clarify the inconsistency between the plat and the zoning ordinance to alleviate and prevent confusion for staff and the public.

The project area is located in central Bismarck, east of North 19th Street and south of Interstate 94.

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:

Approve the vacation of all platted building setback lines, less those previously vacated, in Stein's Fourth Addition.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

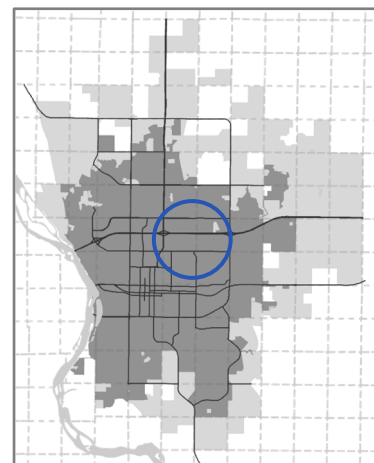
STAFF REPORT

Application for: **Setback Line Vacation**

Project ID: **PLMD2026-005**

Project Summary

<i>Title:</i>	Stein's Fourth Addition
<i>Status:</i>	City Commission - Consideration
<i>Property Owner(s):</i>	Multiple Owners
<i>Project Contact:</i>	Lauren Oster, Planner, Planning Department
<i>Project Location:</i>	In central Bismarck, east of North 19th Street and south of Interstate 94
<i>Project Size:</i>	68.13 acres, more or less
<i>Applicant Request:</i>	Vacate platted setback lines
<i>Staff Recommendation:</i>	Approve



Project Narrative

The City of Bismarck Planning Department requests approval of a vacation of all platted building setback lines, less those previously vacated, shown on the plat of Stein's Fourth Addition.

The platted building setback lines for Lot 1, Block 29, Stein's Fourth Addition were vacated on April 28, 1994.

Older subdivision plats sometimes showed building setback lines. As this practice is no longer permitted by state law for new plats, staff periodically initiate the vacation of such lines when they are brought to our attention.

Background

Under the current Title 14, since this plat was recorded prior to 1979, contextual setbacks would apply for any principal or accessory structure in the R5 – Residential, R10 – Residential, and RM – Residential (single- and two-family residential only) zoned properties. Front setbacks for those properties in the RT – Residential zoning district

and the P – Public zoning districts are 15 feet and 25 feet, respectively.

The new Land Development Code (LDC), which will fully replace the current Title 14 on its effective date of October 1, 2026, was adopted by the City Commission on May 26, 2026. Portions of this subdivision will be within the LDC's new RS-Residential Suburban, RX-Residential Mixed-Use, and OX-Office Mixed-Use zoning districts on the LDC's effective date.

Contextual setback requirements would apply to most RS-Residential Suburban and RX-Residential Mixed Use lots as well as any portion of the OX-Office Mixed-Use district that contains single-family, two-family, and townhouse residential units. However, since there are undeveloped lots along North 26th Street that are more than 20% undeveloped, the standard zoning district setbacks for RS-Residential Suburban for those lots along that block face would apply. Additionally, the required minimum setback may be greater from the front face of a garage.

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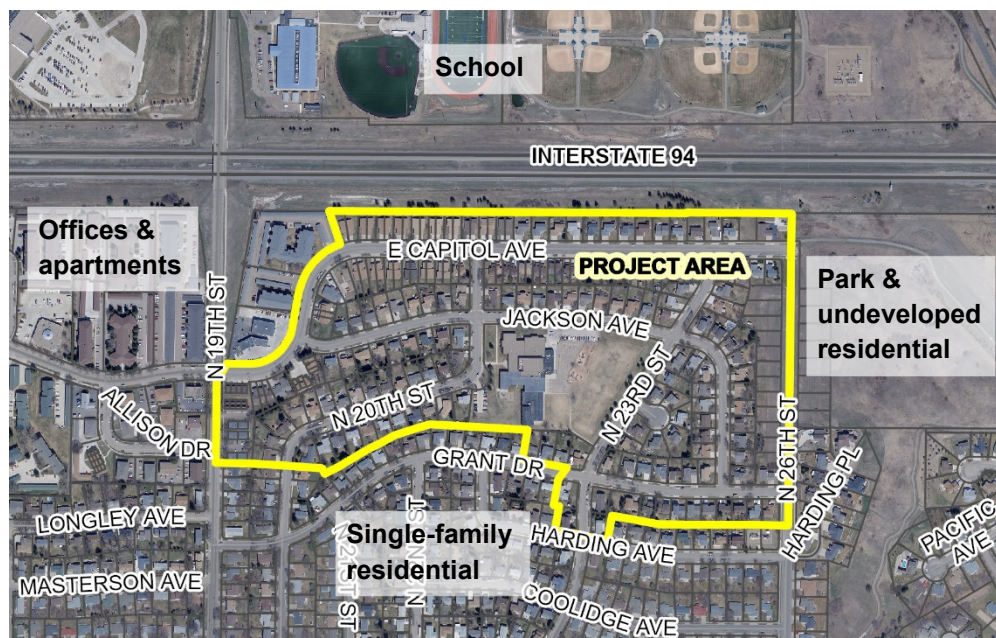
Public Engagement

Proposed building setback line releases are reviewed by City staff and are not subject to public hearing. Owners of properties within the plat have been notified of the request.

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

Project Context

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



The property has been identified as Neighborhood Mixed-Use (NMU) and Urban Neighborhood (UN) in the Future Land Use Plan. The NMU areas are the social and commercial gathering spaces for the immediate surrounding residential areas, and the UN areas are places for quiet enjoyment of home life. Implementation goals of this plan as they relate to setback line vacations are referenced in review standards below.

Adjacent uses include a school to the north across Interstate 94; park space and undeveloped single- and two-family residential to the east across North 26th Street; single family residential to the south; and offices and apartments to the west across North 19th Street.

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 zoning ordinance establishes building setbacks, rendering building setback lines, which are no longer permitted by state law, unnecessary ([NDCC 40-50.1-01](#))

Yes. The building setback lines were included with the plat of Stein's Fourth Addition which was recorded on September 6, 1976. The platted setbacks currently range between 15 feet and 25 feet.

The zoning ordinance, rather than a recorded plat, governs all building setbacks. A majority of the

(continued)

subdivision, as noted in the *Project Narrative* section, would follow contextual setback requirements.

The City of Bismarck has historically released such setback lines upon request to clarify the inconsistency between the plat and the zoning ordinance to alleviate and prevent confusion for staff and the public.

This request will not affect any current structures on properties within the subdivision.

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

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

find that the proposed release of building setback lines would not adversely impact the public health, safety, and general welfare.

Staff Recommendation

Based on the above findings, staff recommends approval of a vacation of all platted building setback lines, less those previously vacated, shown on the plat of Stein's Fourth Addition.

Attachments

1. Draft Resolution
2. Zoning and Plan Reference Map
3. LDC Zoning Map
4. Setback Line Vacation Exhibit

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

**RESOLUTION OF
THE BISMARCK BOARD OF CITY COMMISSIONERS
VACATION OF PLATTED BUILDING SETBACK LINES
IN STEIN'S FOURTH ADDITION (PLMD2026-005)**

WHEREAS, building setback lines were historically included on certain subdivision plats but are no longer permitted according to Section 40-50.1-01 of the North Dakota Century Code; and

WHEREAS, the Board of City Commissioners wishes to vacate building setback lines shown on the plat of Stein's Fourth Addition and recognize only those building setback requirements contained within Title 14 Zoning of the Bismarck Code of City Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota, that the building setbacks shown on the following described properties shall be hereby vacated:

Lots 1-13, Block 21; Lots 1-2, Block 22; Lots 1-23, Block 23; and Lots 1-23, Block 24,
Lots 1-30, Block 25; Lots 1-28, Block 26; Lots 1-34, Block 27; Lots 1-20, Block 28; and
Lots 2-26, Block 29, Stein's Fourth Addition in Bismarck, Burleigh County, North Dakota

is in all things allowed and granted.

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

Adopted this 9th day of June, 2026.

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 June 9, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota.

Jason Tomanek
City Administrator
City of Bismarck, North Dakota

Date

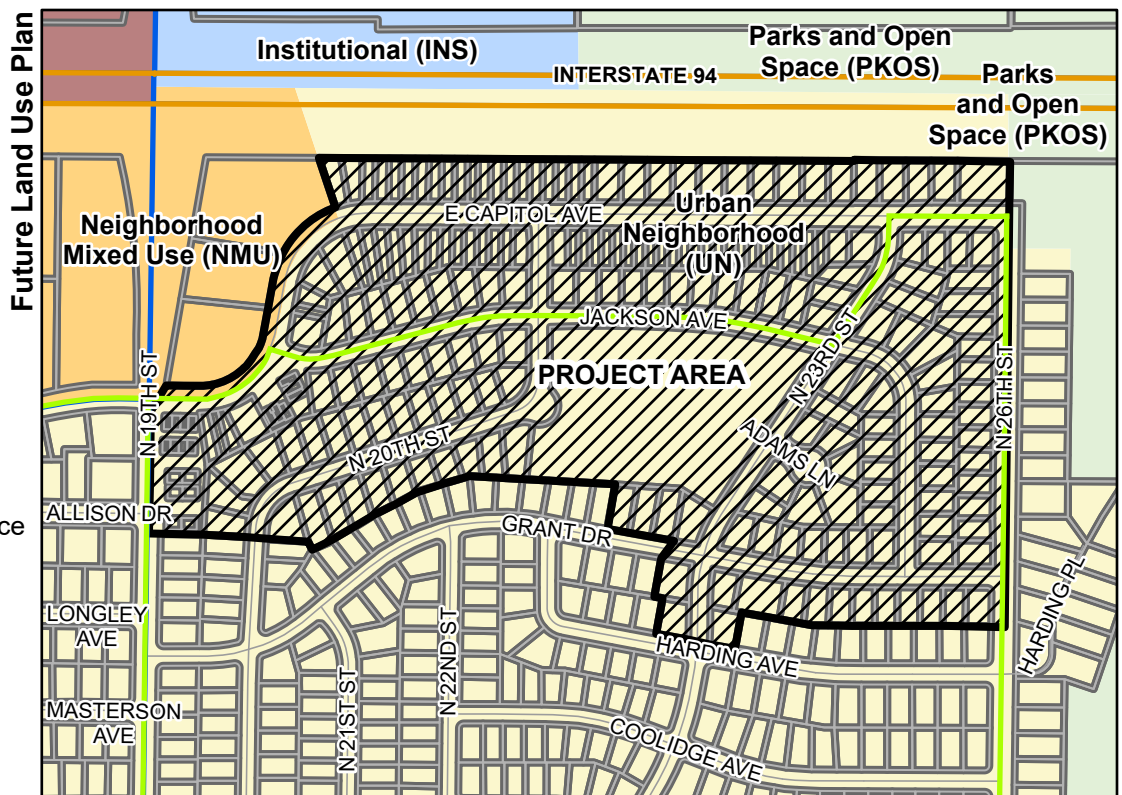
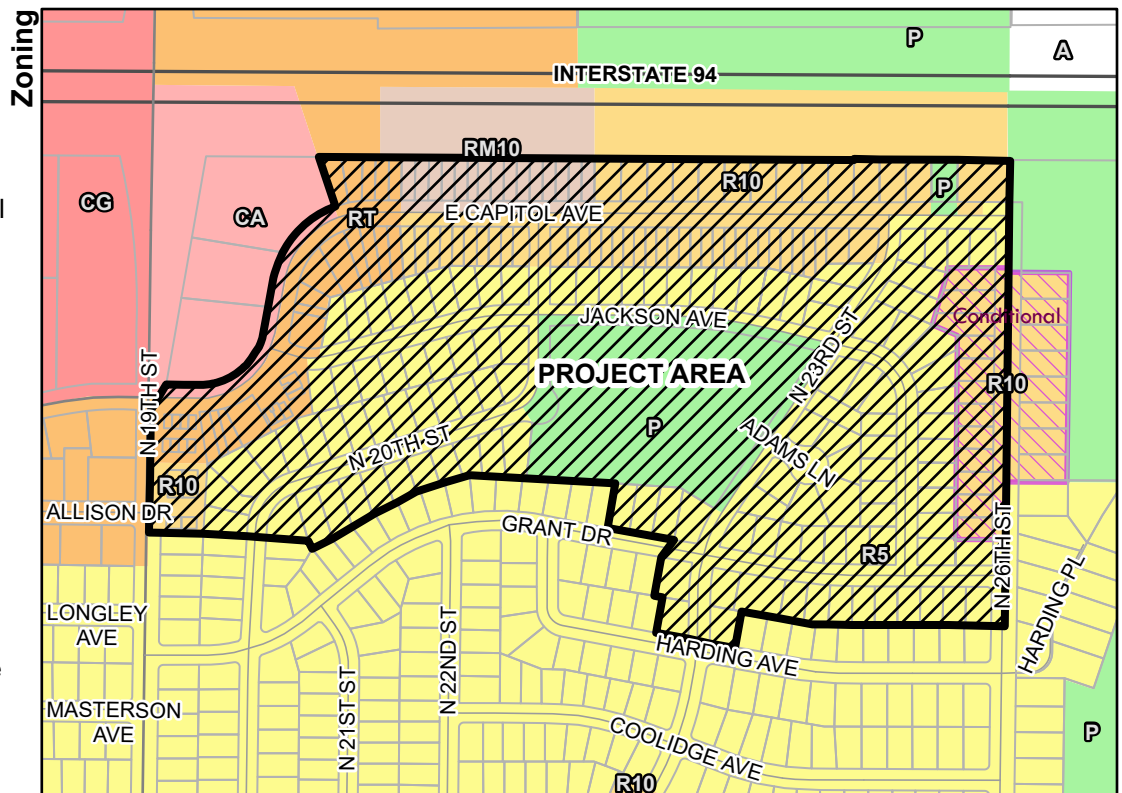
Zoning Districts

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

Future Land Use Plan

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

-  Existing Street Bike Connection
-  Existing Arterial
-  Future Arterial
-  Existing Collector
-  Future Collector
-  Existing Interstate
-  Future Interstate
-  City Limits



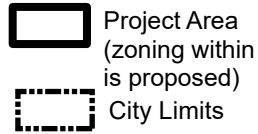
This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated herein.

0 435 870 1,740 Feet



City of Bismarck
Planning Department
May 28, 2026

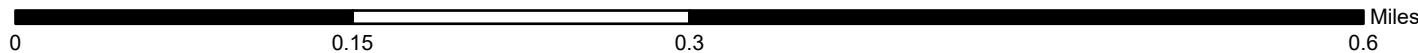
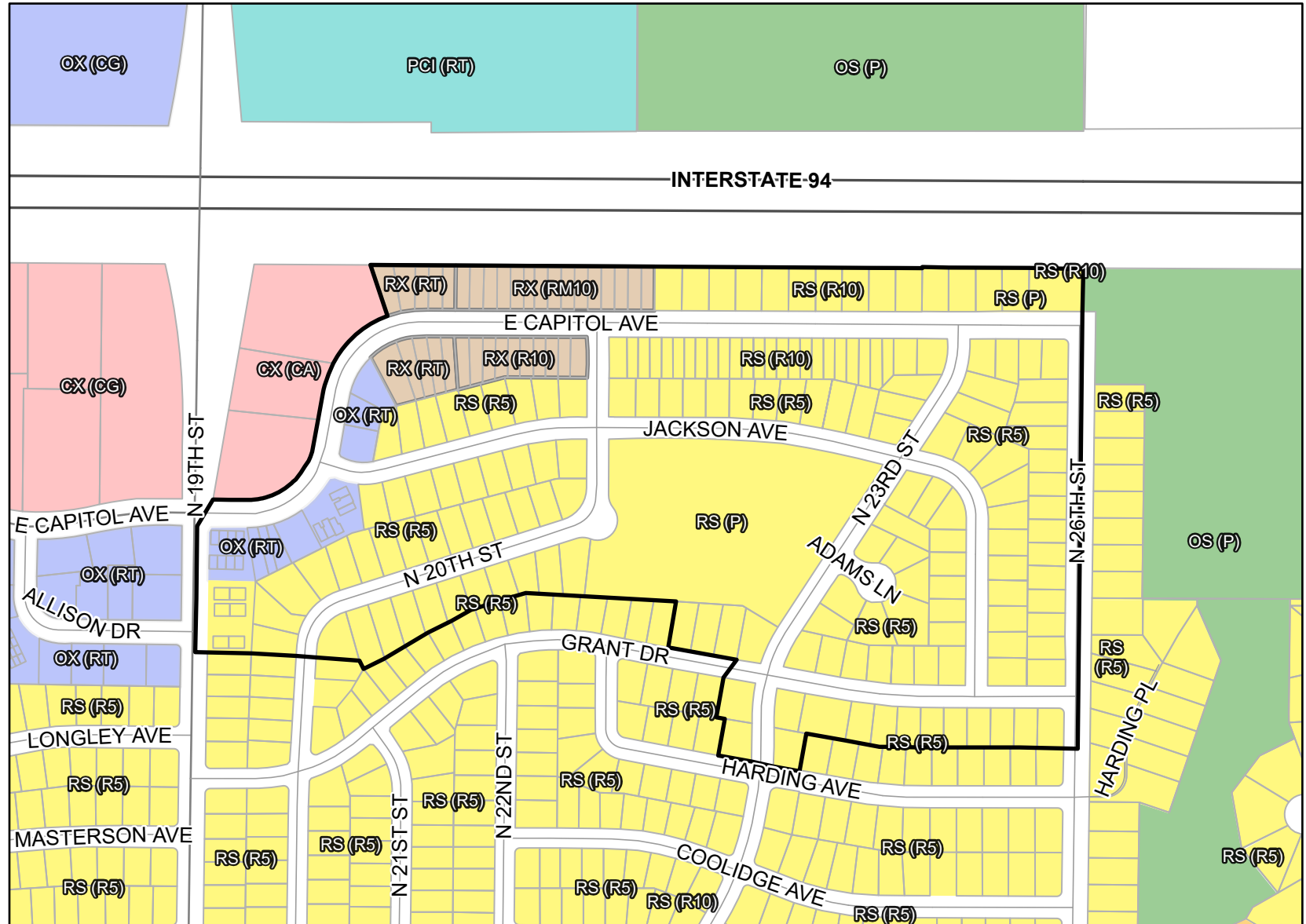
Proposed New Zoning Map



Label: LDC Zoning (Old Zoning)

Zoning Districts

- A** Agriculture
- RRE** Residential Rural Estate
- RR** Residential Rural
- RS** Residential Suburban
- RM** Residential Multi-Family
- RU** Residential Urban
- RMH** Residential Manufactured Housing
- RX** Residential Mixed
- OX** Office Mixed
- CX** Commercial Mixed
- CG** Commercial General
- IX** Industrial Mixed
- IG** Industrial General
- DT** Downtown
- PCI** Public Civic Institutional
- OS** Open Space
- PUD** Planned Unit Development

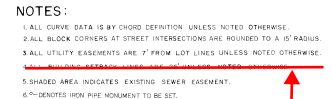


City of Bismarck
Planning Department
May 28, 2026

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No liability is assumed as to the accuracy of the data delineated hereon.

Remove platted setback lines

BISMARCK, NORTH DAKOTA



Remove plat note

CURVE		DATA			
Curve	A	B	T	R	Est
T	30% 00.00"	54% 00.00"	271.03	929.41	101.51 75.68
R	48% 00.26"	24% 00.00"	203.50	335.32	240.49 34.80
K	80% 00.00"	25% 00.00"	219.88	565.64	262.04 8.08
L	30% 00.00"	32% 00.00"	51.19	38.18	181.40 18.00
N	60% 00.00"	36% 00.00"	105.55	18.56	155.58 32.77
N	60% 00.00"	32% 00.00"	111.20	19.67	161.80 34.53
R	60% 00.00"	34% 00.00"	117.54	20.94	176.28 36.50
P	15% 00.00"	67% 00.34"	73.82	801.50	67.02 61.19
R	15% 00.00"	67% 00.34"	73.82	801.50	67.02 61.19
S	30% 00.00"	64% 00.00"	71.14	71.95	240.89 10.35
S	77% 00.00"	34% 00.00"	126.70	123.90	161.80 44.95
T	33% 00.00"	12% 00.00"	144.61	275.09	478.40 20.54
T	10% 00.00"	4% 00.00"	125.14	250.00	1432.69 5.47

(30) OF BLOCK FOURTEEN (14), LOTS FIVE (5) AND SIX (6) OF BLOCK SEVENTEEN (17), OF BLOCK NINETEEN (19) AND LOT ONE (1) OF BLOCK TWENTY (20) ALL IN SYDNEY'S THIRD 1/4TH CATHAC AND OTHER UNPLATTED LANDS ALL BEING IN THE SOUTHEAST QUARTER (SE 1/4) OF ONE HUNDRED THIRTY-NINE NORTH (T. 139 N.), RANGE EIGHTY WEST (R. 80 W.) OF THE BURLEIGH COUNTY, NORTH DAKOTA, LYING WITHIN AND BOUNDED BY THE FOLLOWING DESCRIBED

I, HARLEY SWENSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF NORTH DAKOTA HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON THE 30th DAY OF March, 1976, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF NORTH DAKOTA) SWENSON, HAGEN & CO.
183) CONSULTING ENGINEERS
COUNTY OF BURLEIGH) 908 BASIN AVE. BOX 1195
BISMARCK, ND) NORTH DAKOTA REGISTRATION NO. 951

ON THIS 22nd day of June, 1976, BEFORE ME PERSONALLY APPEARED HARLEY SWENSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME OF HIS OWN FREE WILL AND CONSENT.

KNOW ALL MEN BY THESE PRESENTS THAT LEO STEIN, ROSE STEIN, CLARA STEIN, PETER STEIN AND MRS. ANTOINETTE HILLMAN, OWNERS AND PROPRIETORS OF THE LAND DESCRIBED AND SHOWN ON THE ANNEXED MAP, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH THE ACTS OF CONGRESS, AND HAVE CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AS SHOWN AS "STEIN'S FOURTH ADDITION" AND DO HEREBY DESIGNATE STRIPS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, WATER DISTRIBUTION LINES, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES, WHETHER SHOWN HEREON OR NOT, TO THE PUBLIC USE FOREVER.

THEY ALSO DESIGNATE CARRIAGES, TO RUN WITH THE LAND, FOR WATER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, OR, OVER THE SAME, CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY CARRIAGES".

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK ON 20th DAY OF JULY, 1976, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK, AND RESOLUTIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

Signature of Chairman *Signature of Secretary*

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN HEREON AND HAS APPROVED THE GRADINGS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF BISMARCK.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 7th DAY OF September, 1976.

I, RAYMOND J. JUNDT, CITY ENGINEER FOR THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "STEIN'S FOURTH ADDITION" AS SHOWN ON THE ANNEXED PLAN.



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6669

REQUEST:

Introduction of and call for a public hearing on Ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

Investcore Inc. is requesting approval of an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way.

The project is located northeast of Bismarck, north of 43rd Avenue NE, east of Silver Boulevard, and along Davies Drive.

The Planning and Zoning Commission considered this request on May 27, 2026, and voted to recommend approval.

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:

Call for a public hearing on ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition.

STAFF CONTACT INFORMATION:

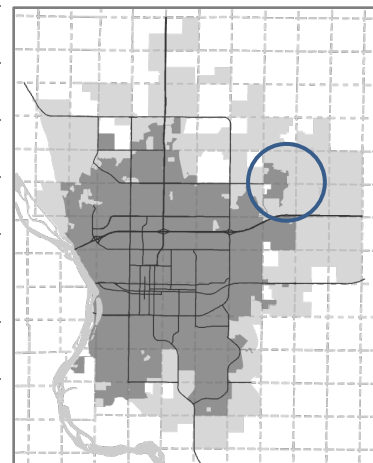
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Isak Johnson, Planner, 701-355-1850, ijohnson@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

Project Summary

<i>Title:</i>	Silver Ranch Fifth Addition, Block 4, Lot 45
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	Investcore Inc.
<i>Project Contact:</i>	Landon Niemiller, AICP, Swenson Hagen & Co
<i>Project Location:</i>	Northeast of Bismarck, north of 43 rd Avenue, east of Silver Boulevard, along Davies Drive
<i>Project Size:</i>	2.52 acres, more or less
<i>Applicant Request:</i>	Annex a stormwater lot and adjoining right-of-way to facilitate broader development of the subdivision
<i>PZC Recommendation:</i>	Approve
<i>Staff Recommendation:</i>	Approve



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	1 lot in 1 block	<i>Lots/Blocks:</i>	No change
<i>Land Use:</i>	Undeveloped/stormwater lot	<i>Land Use:</i>	No change
<i>Future Land Use:</i>	Parks and Open Space (PKOS)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	PUD – Planned Unit Development	<i>Zoning:</i>	No change
<i>Uses Allowed:</i>	PUD – Uses specified in PUD	<i>Uses Allowed:</i>	No change
<i>Max Density:</i>	PUD – Density specified in PUD	<i>Max Density:</i>	No change

Area Information

Property History

<i>Zoning Jurisdiction:</i>	Bismarck City Limits	<i>Zoned:</i>	10/2025
<i>Township:</i>	N/A (City of Bismarck)	<i>Platted:</i>	11/2025
<i>Neighborhood:</i>	Silver Ranch	<i>Annexed:</i>	N/A

Project Narrative

Investcore Inc. is requesting approval of an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way.

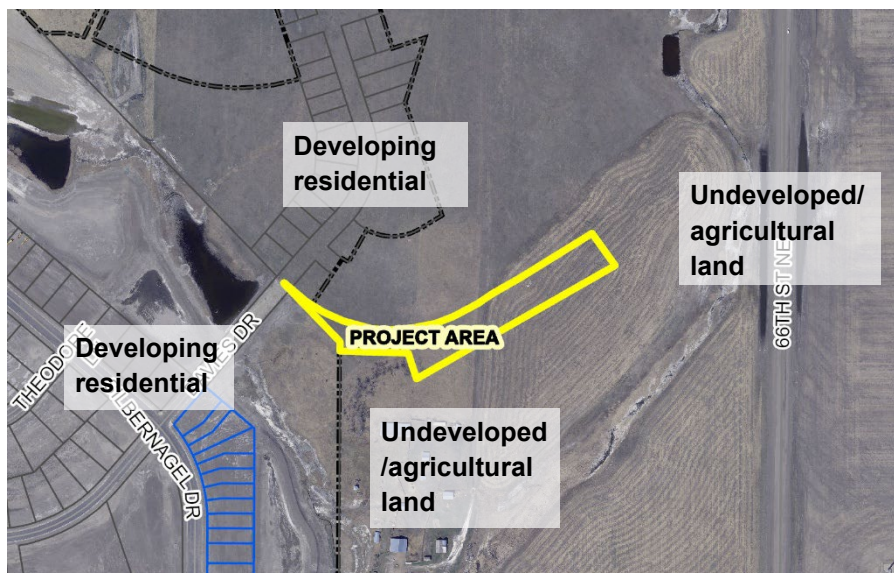
The applicant is requesting the annexation to facilitate the roadway construction of Davies Drive adjacent to the lots and blocks of Silver Ranch Fifth Addition which they intend to develop. No changes related to the subdivision or zoning are requested.

Project Context

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

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

A Growth Phasing Plan Map is also attached to this staff report, showing prioritization for extension of the Bismarck city limits.



The property has been identified as Parks and Open Space (PKOS) in the Future Land Use Plan. The PKOS areas are kept in a largely natural state, providing many important functions for the community and ecosystem. Goals and objectives of this plan as they relate to annexations are referenced in review standards below.

The project area is near developing residential land to the north and west, and largely undeveloped/agricultural land to the east and south.

Public Engagement

Planning and Zoning Commission

Annexations do not have a public hearing before the Planning and Zoning Commission. The Planning and Zoning Commission considered this

request at their May 27, 2026, meeting. No members of the public provided public comment during the public comment period of the meeting. The Planning and Zoning Commission voted to recommend approval of the annexation.

City Commission

Public engagement will commence if the City Commission calls for a public hearing. The public will be duly notified of this request before it is heard by the City Commission, as will Burleigh County and Gibbs Township in accordance with the provisions of Section 40-51.2-05 of the North Dakota Century Code.

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

(continued)

Projects Dashboard and Community Development Activities map.

All written comments received by staff prior to the meeting will be distributed to the City Commission and summarized by staff during the oral presentation.

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 Growth Phasing Plan is adhered to with the proposed annexation ([Growth Phasing Plan](#))

Yes. The proposed annexation incorporates land that is within the Urban Service Area Boundary and has been designated as Urban Service Area Expansion. This lot is a stormwater and drainage lot within Silver Ranch Fifth Addition; therefore, the level of public services necessary for this particular lot is minimal.

Adequate public facilities are or will be available to serve the annexed properties completely and equitably ([Goal G3-b](#), [Goal G3-c](#))

Yes. The City of Bismarck and/or other agencies would be able to provide necessary public services, facilities and programs to serve any development allowed by the annexation at the time the property is developed.

The area on the plat is identified as a stormwater and drainage easement. Any development on this particular lot in the near future is unlikely, and would require at least part of said easement to be released.

The proposed annexation is a logical and contiguous extension of the current corporate limits of the City of Bismarck ([Goal G2-b](#), [NDCC 40-51.2-03](#))

Yes. The area proposed annexation is clearly contiguous to the existing corporate boundaries. 14% of the proposed annexation's perimeter adjoins corporate limits. Generally, any proportion greater than 20% is considered unambiguously contiguous. However, this lot is below that threshold because it is a stormwater lot on the edge of the subdivision. As other developable lots are annexed, the proportion of this lot contiguous to City limits will be much greater than 20%.

Proper administrative procedures related to the request are being followed ([NDCC 40-51.2](#))

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. A written petition for the proposed annexation was submitted to the Planning Department, which has been deemed valid by City staff. A public hearing, subject to all notice requirements, would be held with the City Commission.

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

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

Recommendations

Planning and Zoning Commission

Based on the above findings, the Planning and Zoning Commission recommends approval of the annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way.

Planning Staff

Based on the above findings, staff recommends approval of the annexation of Lot 45, Block 4,

(continued)

Silver Ranch Fifth Addition and the adjoining
Davies Drive right-of-way.

Attachments

1. Draft Annexation Ordinance
2. Zoning and Plan Reference Map
3. Growth Phasing Plan Map

Staff report prepared by: Isak Johnson, AICP, Planner
701-355-1850 | ijohnson@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6669

First Reading _____

Second Reading _____

Final Passage and Adoption _____

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

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

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, Burleigh County, North Dakota, as follows:

Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way

The above described tract of land contains 2.52 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

Zoning Districts

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

Future Land Use Plan

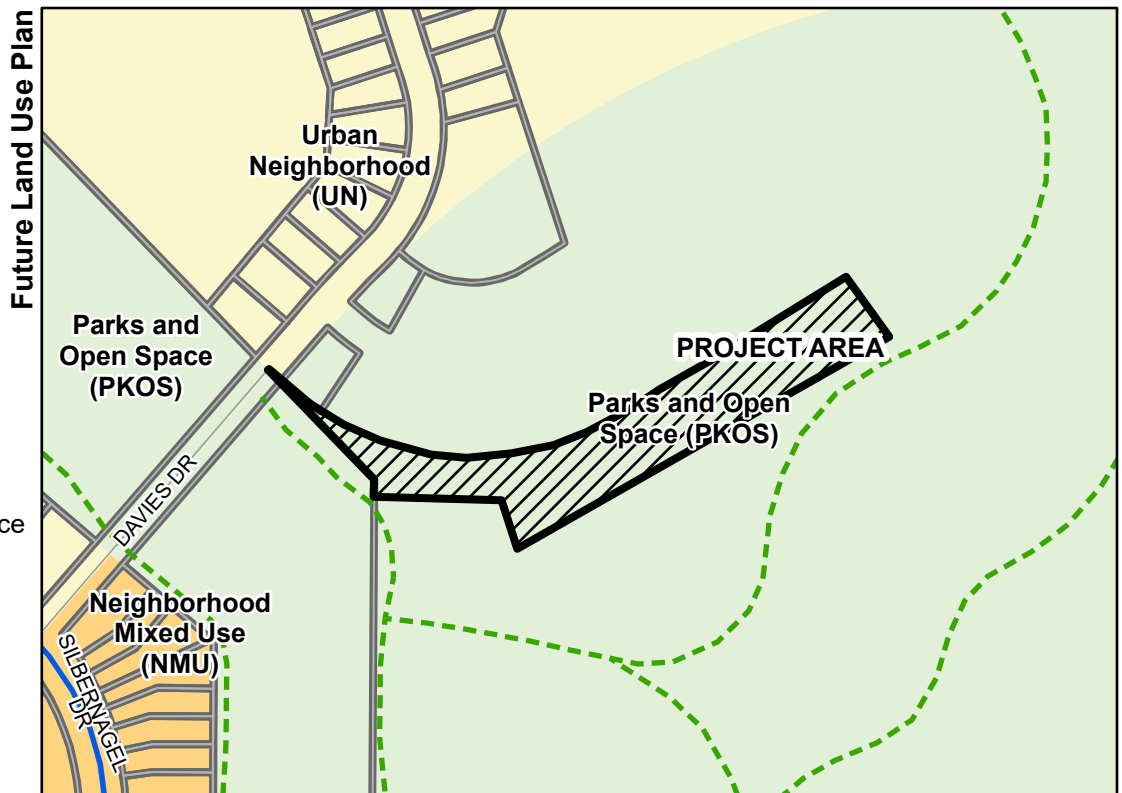
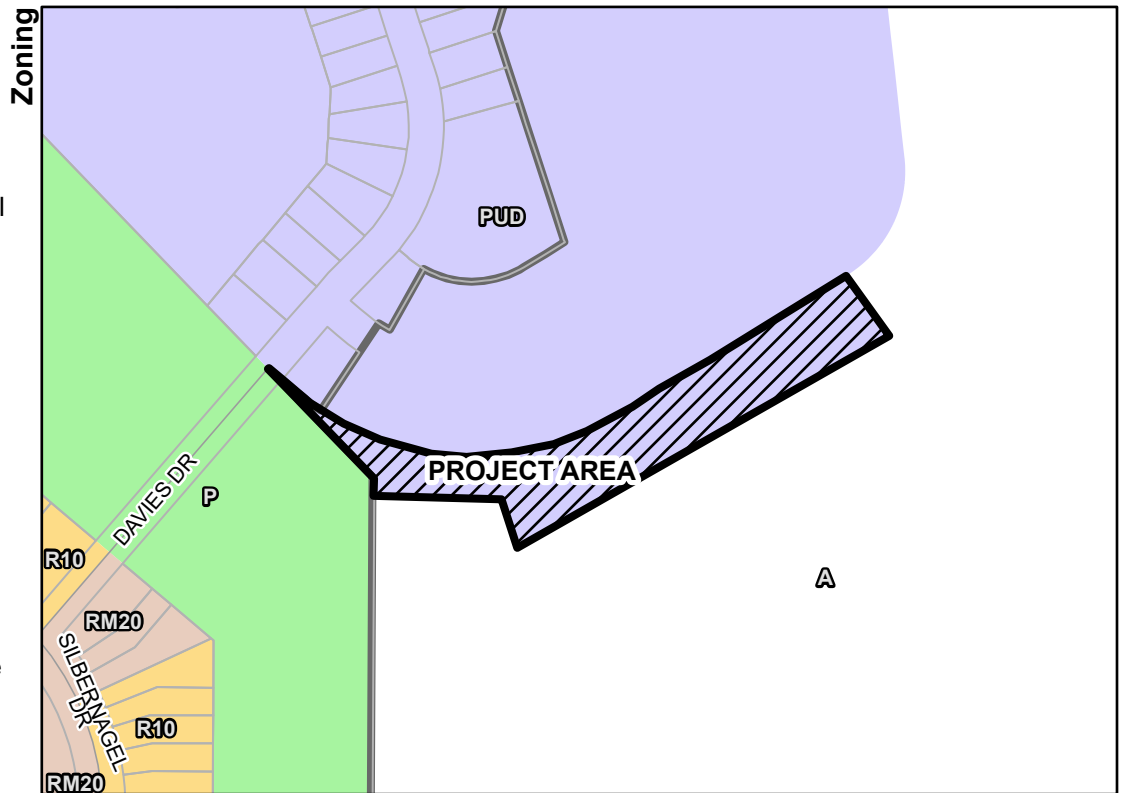
UN	Urban
	Neighborhood
NMU	Neighborhood
	Mixed Use
CMU	Community
	Mixed Use
DMU	Destination
	Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial
	Mixed Use
INS	Institutional
RR	Rural
	Residential
TR	Transitional
	Rural
PKOS	Parks/Open Space
	Urban Reserve
URA/	Mid/Long-Term
URB	

Active Mobility Plan

--- Future Shared Use Trail

Major Street Plan

- Existing Arterial
- - Future Arterial
- Existing Collector
- - Future Collector
- Existing Interstate
- - Future Interstate
- ▬ City Limits

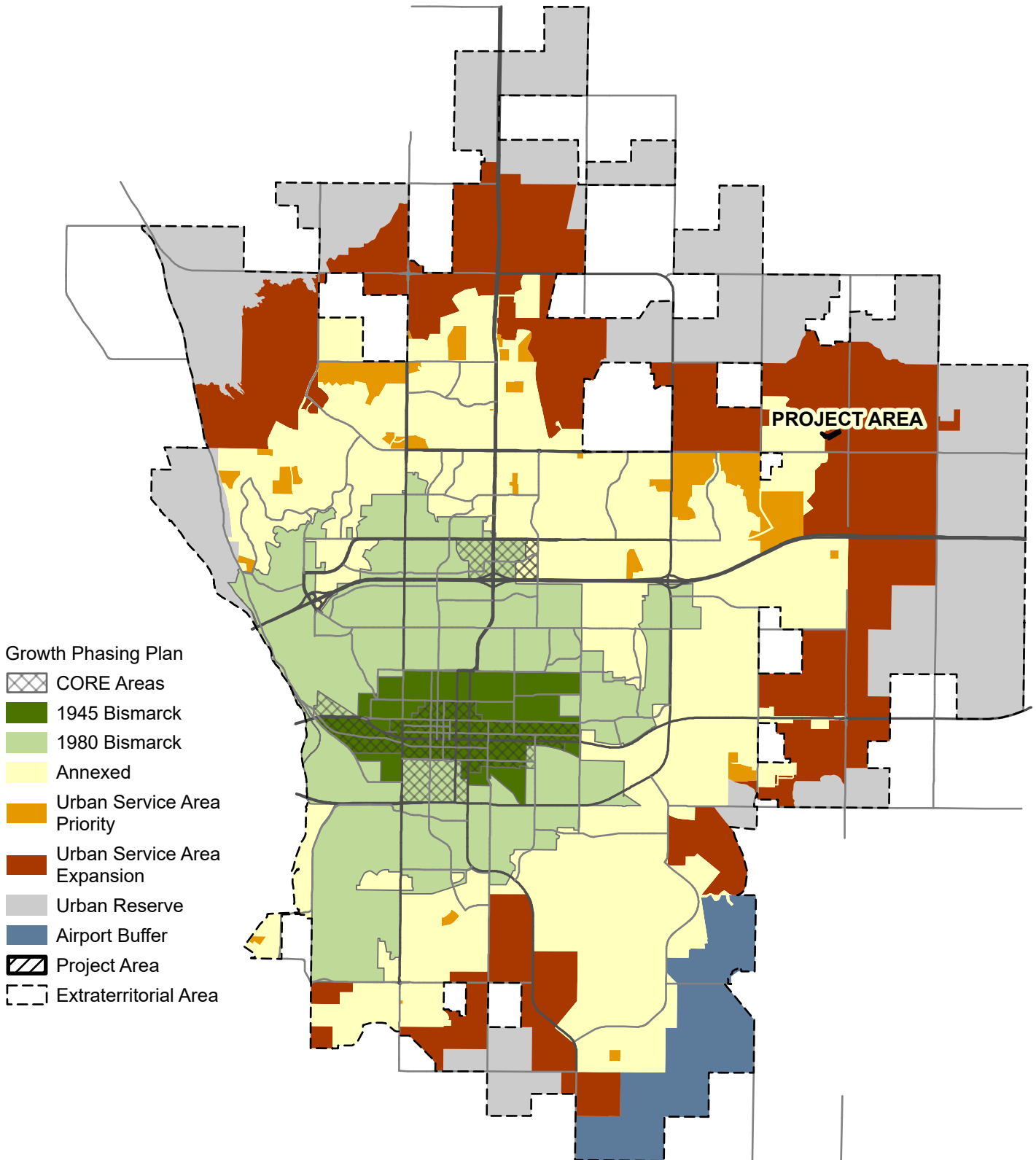


This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated hereon.

0 240 480 960 Feet



City of Bismarck
Planning Department
May 19, 2026





Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6670

REQUEST:

Introduction of and call for a public hearing on Ordinance 6670, a zoning map amendment from the A – Agricultural zoning district to the R10 – Residential and P – Public zoning district, and major subdivision final plat titled Boulder Ridge Eighth Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

The Land Development Code (LDC) and associated official zoning map was approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

Five Guys Investment LLP requests approval of a zoning map amendment from the A – Agricultural zoning district to the R10 – Residential (RS – Residential Suburban) zoning district and P – Public (OS – Open Space) zoning district and a major subdivision final plat titled Boulder Ridge Eighth Addition.

The project is located in north Bismarck, east of North Washington Street, between 43rd Avenue NE and East Lasalle Drive.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026, and voted to recommend approval.

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:

Call for a public hearing on Ordinance 6670, a zoning map amendment from the A – Agricultural zoning district to the R10 – Residential and P – Public zoning districts, and major subdivision final plat titled Boulder Ridge Eighth Addition.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov

Jenny Wollmuth, Senior Planner, 701-355-1850, jwollmuth@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

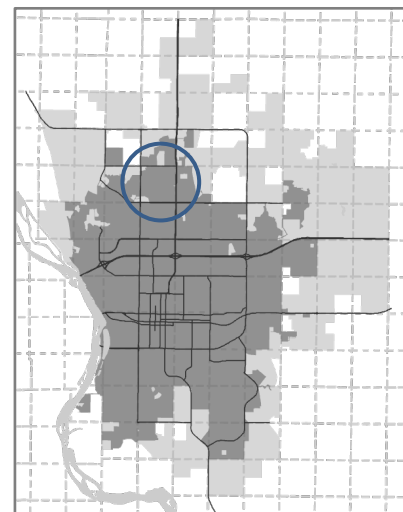
STAFF REPORT

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

Project ID: **ZC2025-022**
FPLT2026-002

Project Summary

<i>Title:</i>	Boulder Ridge Eighth Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	Five Guys Investment LLP
<i>Project Contact:</i>	Landon Niemiller, AICP, Swenson Hagen & Co
<i>Project Location:</i>	North Bismarck, east of North Washington Street, between 43rd Avenue NE and East Lasalle Drive
<i>Project Size:</i>	13.6 acres
<i>Applicant Request:</i>	Rezone and plat to facilitate single-family development and neighborhood park
<i>PZC Recommendation:</i>	Approve
<i>Staff Recommendation:</i>	Approve



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	Part of 1 parcel	<i>Lots/Blocks:</i>	19 Lots in 4 Blocks
<i>Land Use:</i>	Undeveloped	<i>Land Use:</i>	Single-family residential
<i>Future Land Use:</i>	Urban Neighborhood (UN)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	A – Agricultural	<i>Zoning:</i>	R10 – Residential P – Public
<i>Uses Allowed:</i>	A – Agriculture	<i>Uses Allowed:</i>	R10 – Single and two-family residential P – Parks, open space, stormwater facilities, and other public uses
<i>Max Density:</i>	A – 1 unit / 40 acres	<i>Max Density:</i>	R10 – 10 units / acre P – N/A

(continued)

Area Information

Property History

<i>Zoning Jurisdiction:</i>	Bismarck City Limits	<i>Zoned:</i>	N/A
<i>Township:</i>	N/A (City of Bismarck)	<i>Platted:</i>	N/A
<i>Neighborhood:</i>	Boulder Ridge	<i>Annexed:</i>	07/2013

Project Narrative

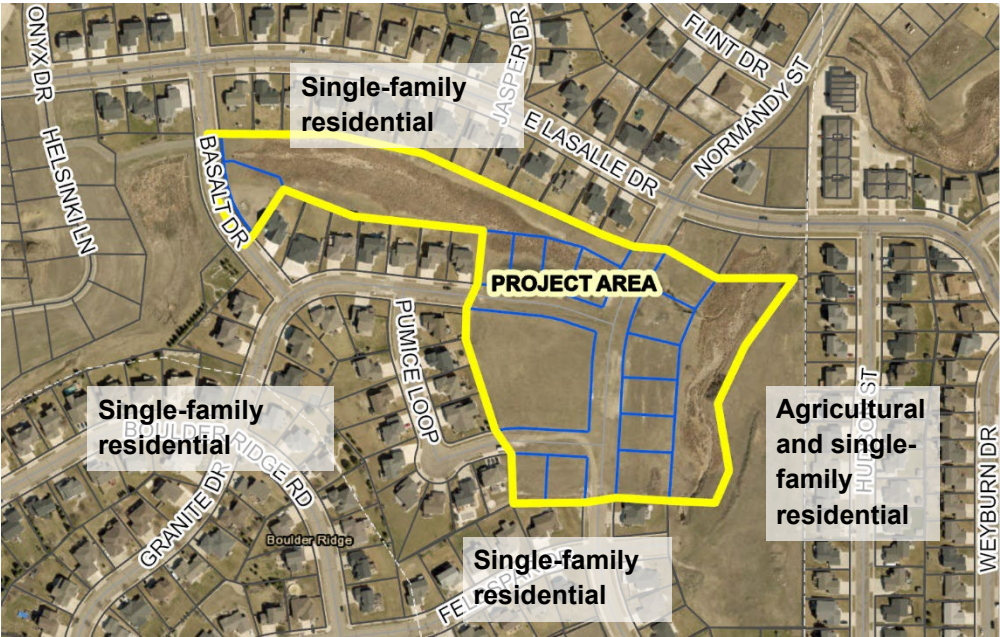
Five Guys Investment LLP requests approval of a zoning map amendment from the A – Agricultural zoning district to the R10 – Residential (RS – Residential Suburban) zoning district and P – Public (OS – Open Space) zoning district and a major subdivision final plat titled Boulder Ridge Eighth Addition.

The Land Development Code (LDC) and associated official zoning map was approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

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 Urban Neighborhood (UN) in the Future Land Use Plan. The UN areas are places for quiet enjoyment of home life. Goals and objectives of this plan as they relate to the major subdivision final plat and the zoning map amendment are referenced in review standards below.

Adjacent uses include developing single-family residential to the north, south, and west, and a remnant agriculture zoned parcel to the east.

Public Engagement

Planning and Zoning Commission

(continued)

The Planning and Zoning Commission considered the preliminary plat and zoning map amendment request on January 28, 2026, and called for a public hearing.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on May 15 and 22, and 123 postcards were mailed to the owners of nearby properties on May 15, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on May 11, 2026.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026. Staff received one written comment outlining traffic concerns before the hearing. However, two members of the public spoke during the hearing inquiring about landscape buffering requirements and special assessments for the proposed park. At the conclusion of the hearing, the Planning and Zoning Commission voted to recommend approval of the project.

City Commission

A public notice will be issued if the City Commission calls for a public hearing on this request.

All written comments received by staff prior to the public hearing will be distributed to the City Commission and summarized by staff during the oral presentation.

Basic project information, with the ability to contact staff for more details, has been provided publicly online through the Open Development Projects Dashboard and 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.

Zoning Map Amendment

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

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

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

Yes. Adjacent uses are described in the Project Context section above. The proposed zoning district would allow single- and two-family residential and a neighborhood park. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

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

Yes. The current zoning district of A – Agricultural is the default for any piece of land that has not been otherwise zoned. The property is adjacent to the Boulder Ridge neighborhood which continues to develop and expand. Therefore, the proposed zoning of the property to the R10 – Residential zoning district and P – Public zoning district at this time will help facilitate future phases of development.

The Land Development Code (LDC) and associated official zoning map were approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment includes the existing zoning district and their equivalents outlined in the LDC.

(continued)

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment ([Goal S1-a](#), [Goal T1-c](#))

Yes. The proposed zoning map amendment would not adversely impact housing opportunities in any way.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance map amendment ([Comprehensive Plan](#))

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

- S10: Support the arrangement of compatible land uses to minimize adjacent conflicts.
- G3: Coordinate expansion of city infrastructure and services with growth.
- I1(a): Ensure neighborhood parks are included within newly developed residential subdivisions so that all residents have a small park within a half-mile walk from home.

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

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

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

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning

map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission and City Commission.

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

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

Major Subdivision Final Plat

The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission

Yes. The proposed final plat is substantially similar to the preliminary plat. The overall area of lots remain the same, but three additional lots were added in Block 10.

Any and all conditions placed on approval of the preliminary plat by the Planning and Zoning Commission have been satisfied or will remain in place for future completion

Yes. No specific conditions were placed on the approval of the preliminary plat.

Sufficient easements and rights-of-way are included on the proposed subdivision to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision ([Goal G3-d](#))

Yes. The proposed subdivision includes easements and right-of-way that extended into and through the plat. The plat includes two lots (Lot 2, Block 1 and Lot 10, Block 4) that are fully encumbered by stormwater and drainage easements. It also includes right-of-way for Granite Drive and Normandy Street.

(continued)

The Major Street Plan is adhered to with the proposed subdivision ([Major Street Plan](#))

Yes. The corridors identified in the Major Street Plan are incorporated into rights-of-way within the proposed subdivision. Normandy Street, a collector roadway, is included within the plat. Once constructed, this segment of Normandy Street will be a continuous collector roadway within this area from 43rd Avenue NE to 57th Street NE. A plan reference map is attached to this staff report.

The Active Mobility Plan is adhered to with the proposed subdivision ([Active Mobility Plan](#))

Yes. There are no corridors identified in the Active Mobility Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

A neighborhood park will be available within walking distance for all urban residents ([Goal I1-a](#), Section 14-09-04(2)a(vii))

Yes. A statement of intent for the provision of neighborhood parks and open space has been submitted. A neighborhood park is proposed to be located on Lot 1, Block 2 of the proposed subdivision.

Vehicle trips generated by the proposed subdivision will be adequately supported by the transportation system ([Goal C3-c](#))

Yes. The proposed subdivision would likely not have a substantial effect on circulation and safety of public roadways in the vicinity, and therefore no traffic impact study is required.

Street connectivity is provided for efficient travel and secondary access for emergency services ([Goal C4](#), Section 14-09-05)

Yes. Subdivision design requirements, such as maximum block length, intended to promote street connectivity have been met, and there are no cul-de-sacs or dead-end streets in the proposed

subdivision. The City's Secondary Roadway Access Policy has been met allowing alternative routes into and out of the subdivision.

Roadway access is managed to reduce potential points of conflict and improve safety ([Goal C3-b](#))

Yes. Direct access to major public roadways is appropriately limited and spacing of all intersections is adequate to meet the City's access management standards and professional engineering judgement. Non-access lines will be dedicated with the proposed plat to communicate and enforce this access control.

Stormwater runoff impacted by this subdivision is adequately managed to protect public and private investments and the natural environment ([Goal I5](#), Section 14.1-04-03);

Yes. The City Engineer has conditionally approved the PCSMP for the proposed subdivision.

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. All rights-of-way and dedicated easements conform to design standards of the subdivision ordinance.

Natural hazards and impact to environmentally sensitive land is minimized through the location and design of the proposed subdivision ([Goal I6-a](#))

Yes. The proposed subdivision is not located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain, an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or an area that is topographically unsuited for development.

(continued)

Water supply systems will seamlessly transition from a rural to an urban system through cooperation with the South-Central Regional Water District (Goal G3-f, Section 14-09-04(2)d)

Yes. The proposed subdivision will be served with municipal water upon development and no future transition will be necessary.

The City's investment in infrastructure associated with the proposed subdivision is expected to receive a proportional long-term return to residents through future revenues or other public goods associated with this subdivision (Goal G3-a)

Yes. The proposed subdivision involves infill development of an area already served by municipal infrastructure. The additional up-front and ongoing costs to the City are expected to be minimal, relative to the benefits provided by the subdivision.

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. Upon tentative approval of the preliminary plat, 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 and City 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.

Recommendations

Planning and Zoning Commission

Based on the above findings, and at the conclusion of the public hearing, the planning and Zoning Commission recommended approval of the proposed zoning map amendment from the A – Agricultural zoning districts to the R10 – Residential and P – Public zoning districts and major subdivision final plat for Boulder Ridge Eighth Addition.

Planning Staff

Based on the above findings, staff recommended approval of the proposed zoning map amendment from the A – Agricultural zoning districts to the R10 – Residential and P – Public zoning districts and major subdivision final plat for Boulder Ridge Eighth Addition.

Attachments

1. Draft Zoning Ordinance
2. Zoning and Plan Reference Map
3. Proposed Zoning Map
4. LDC Zoning Map
5. Preliminary Plat
6. Final Plat
7. PZ Public Comment

(continued)

Staff report prepared by: Jenny Wollmuth, AICP, CFM, Senior Planner
701-355-1845 | jwollmuth@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6671

First Reading
Second Reading
Final Passage and Adoption
Publication Date

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

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A – Agriculture zoning district and included in the RS – Residential Suburban zoning district:

Lots 1-6, Block 1; Lots 1-2, Block 3; and Lots 1-10, Block 4, Boulder Ridge Eighth Addition

The following described property shall be excluded from the A – Agriculture zoning district and included in the OS – Open Space zoning district:

Lot 1, Block 2, Boulder Ridge Eighth Addition

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which is effective until October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A – Agriculture zoning district and included in the R10 – Residential zoning district:

Lots 1-6, Block 1; Lots 1-2, Block 3; and Lots 1-10, Block 4, Boulder Ridge Eighth Addition

The following described property shall be excluded from the A – Agriculture zoning district and included in the P – Public zoning district:

Lot 1, Block 2, Boulder Ridge Eighth Addition

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

DRAFT

Zoning Districts

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

Future Land Use Plan

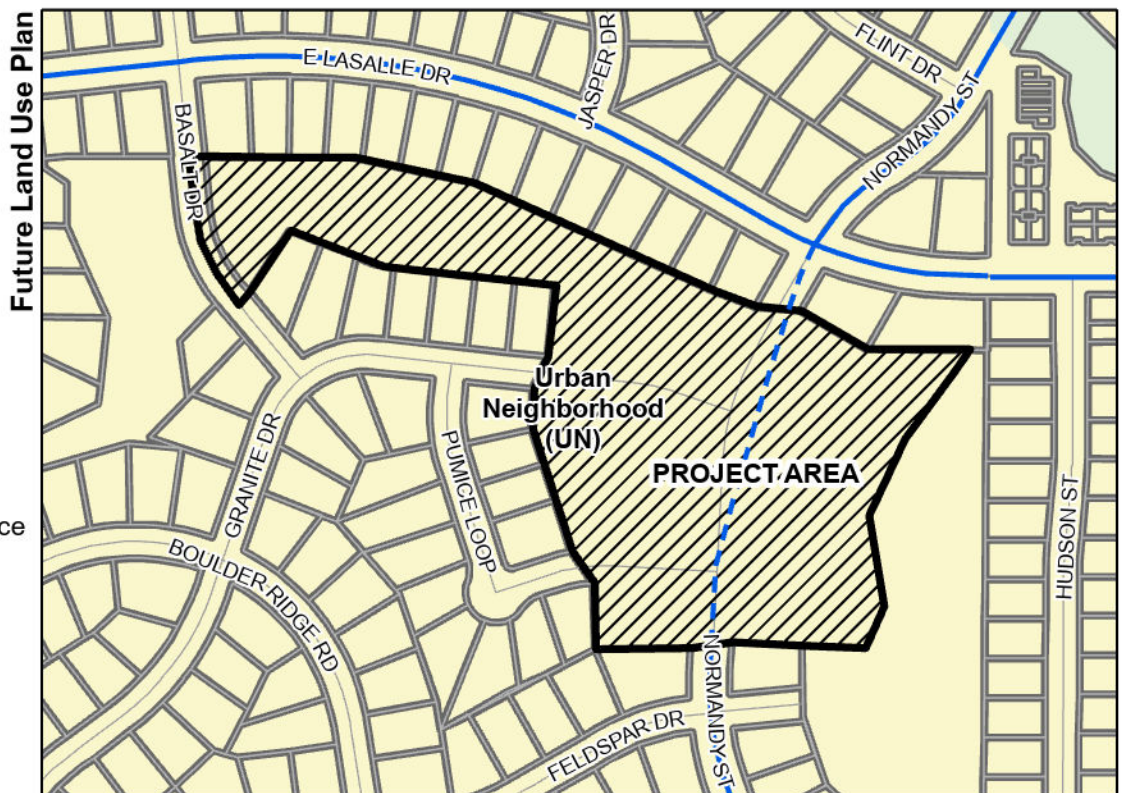
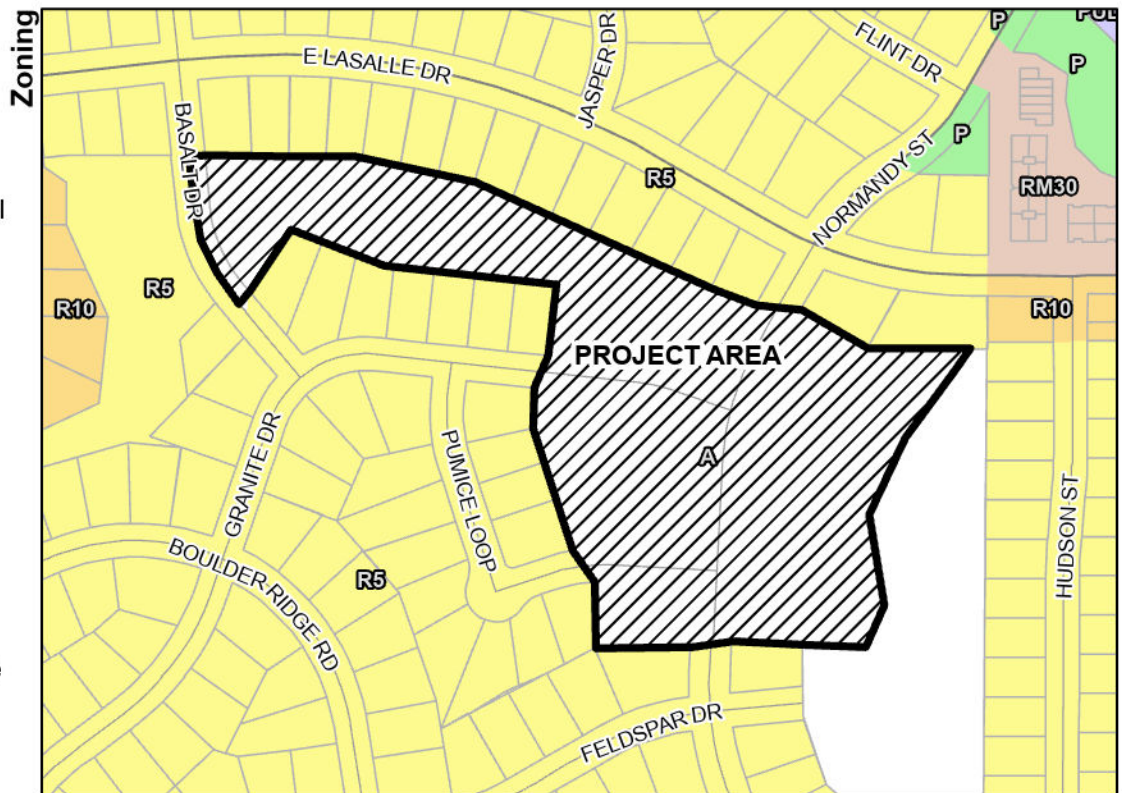
UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Transitional Rural
PKOS	Parks/Open Space
URA/	Urban Reserve
URB	Mid/Long-Term

Active Mobility Plan

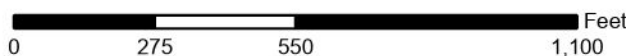
— Future Shared Trail

Major Street Plan

—	Existing Arterial
- -	Future Arterial
—	Existing Collector
- -	Future Collector
—	Existing Interstate
- -	Future Interstate
—	City Limits



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



City of Bismarck
Planning Department
January 21, 2026

Proposed New Zoning Map

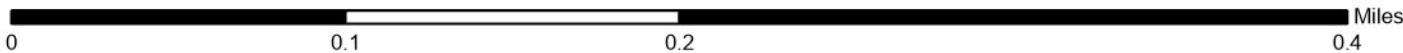
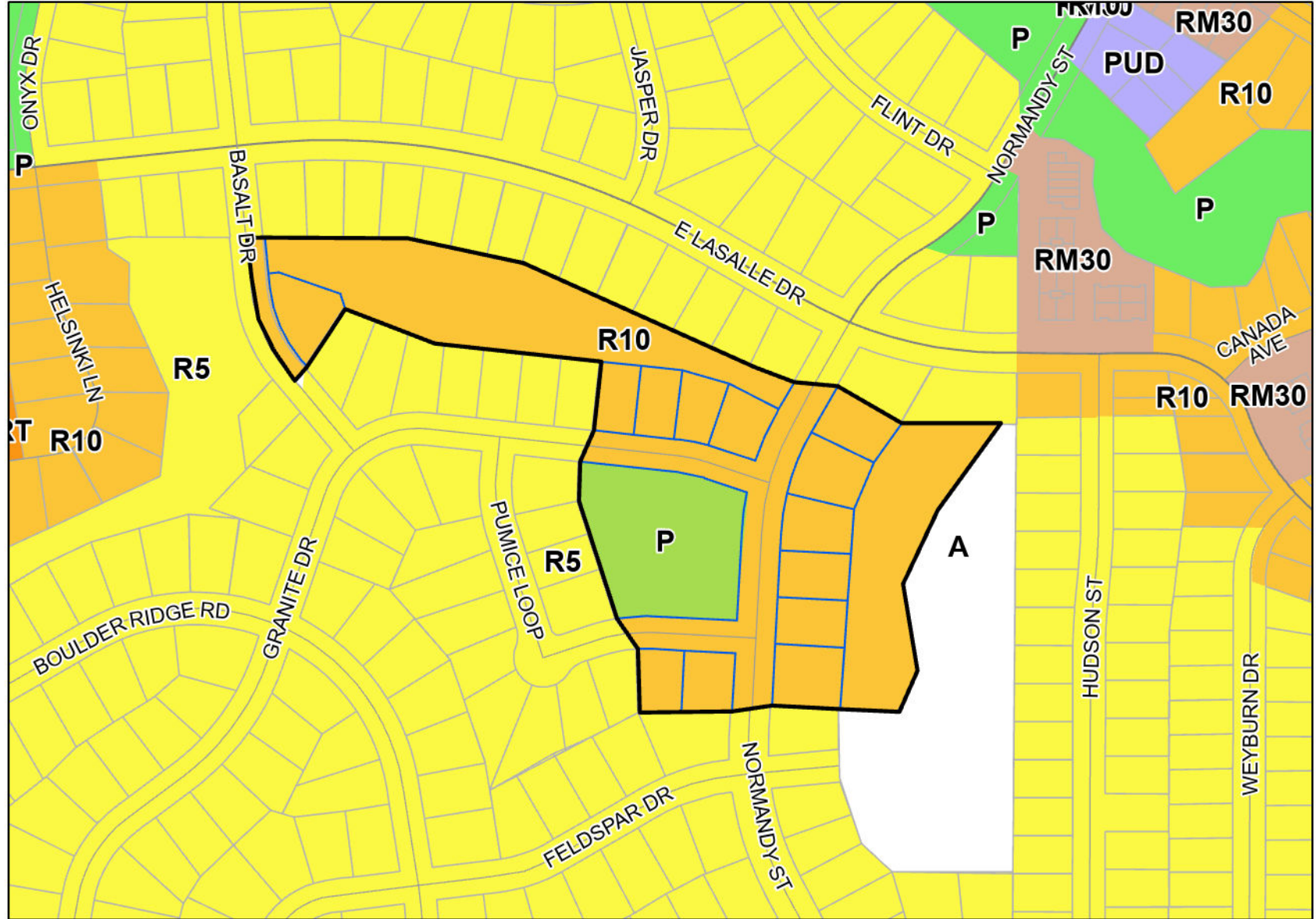
 Project Area (zoning within is proposed)

 City Limits

Zoning Districts

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

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

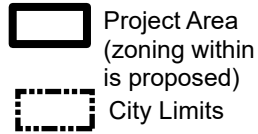


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City of Bismarck
Planning Department
January 23, 2026

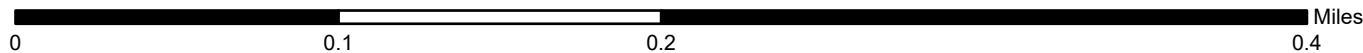
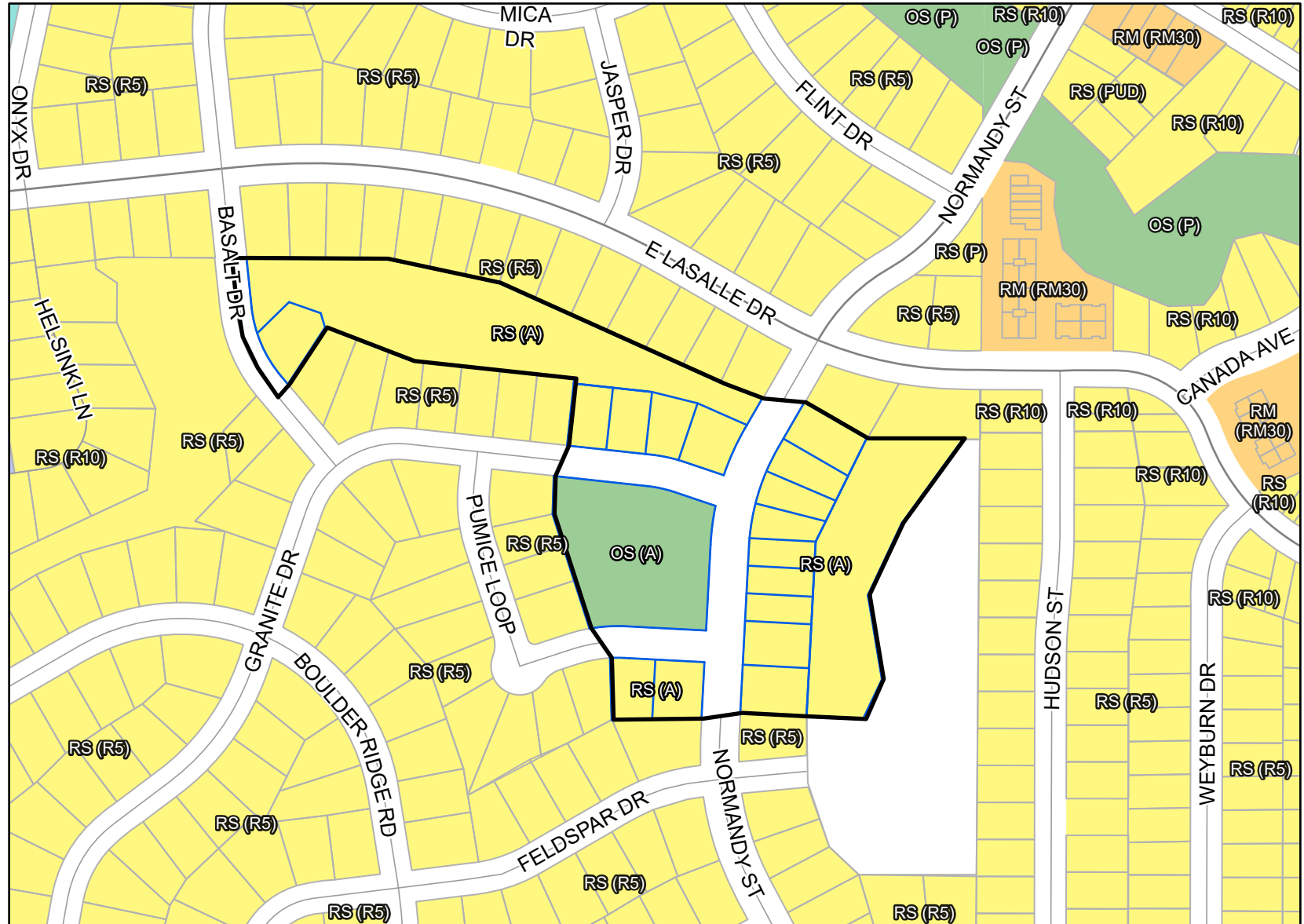
Proposed New Zoning Map



Label: LDC Zoning (Old Zoning)

Zoning Districts

- A** Agriculture
- RRE** Residential Rural Estate
- RR** Residential Rural
- RS** Residential Suburban
- RM** Residential Multi-Family
- RU** Residential Urban
- RMH** Residential Manufactured Housing
- RX** Residential Mixed
- OX** Office Mixed
- CX** Commercial Mixed
- CG** Commercial General
- IX** Industrial Mixed
- IG** Industrial General
- DT** Downtown
- PCI** Public Civic
- OS** Institutional
- PUD** Open Space
- PUD** Planned Unit Development



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No liability is assumed as to the accuracy of the data delineated hereon.



City of Bismarck
Planning Department
June 2, 2026



SCALE - 1" = 80'
VERTICAL DATUM: NAVD 88
JANUARY 9, 2026

BOULDER RIDGE EIGHTH ADDITION

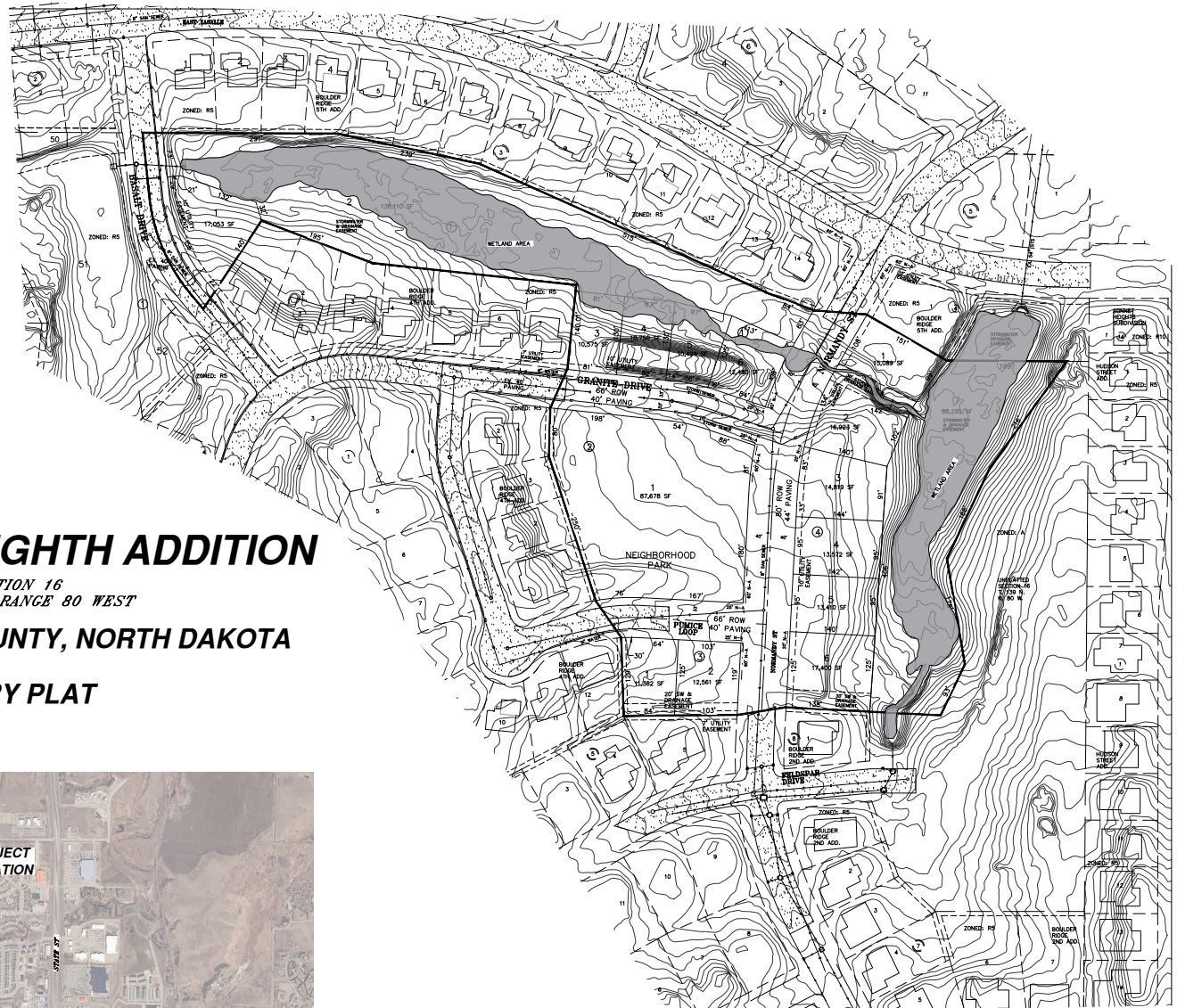
PART OF SECTION 16
TOWNSHIP 139 NORTH, RANGE 80 WEST

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

PRELIMINARY PLAT



LOCATION MAP



13.6 ACRES
EXISTING ZONING: AG
PROPOSED ZONING: R10/P

16 LOTS, 4 BLOCKS

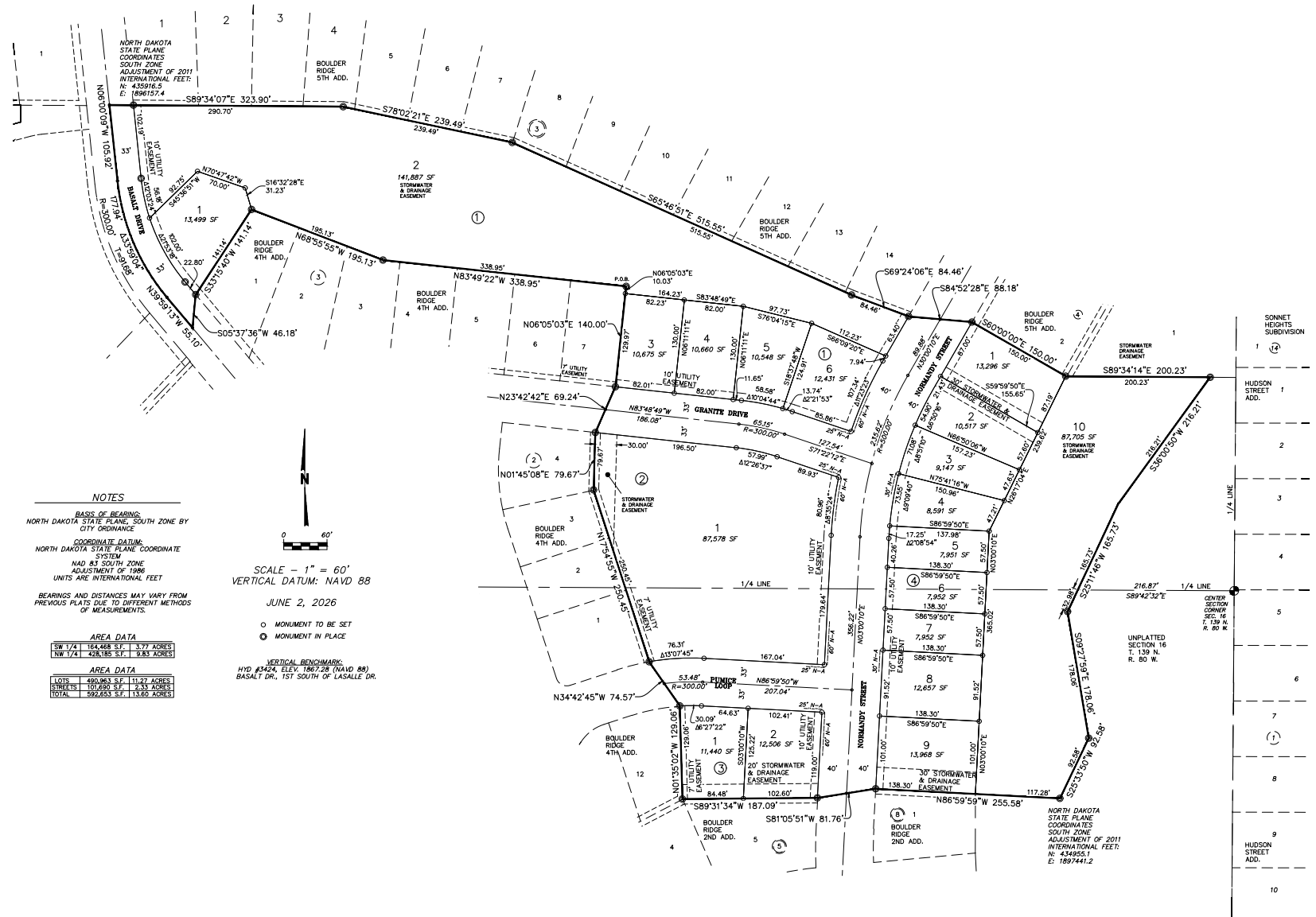
OWNER: 5 GUYS INVESTMENT, LLP

CENTERLINE LENGTHS:
NORMANDY ST---827 LF (COLLECTOR)
PUMPHREY LOOP---261 LF (LOCAL)
GRANITE DRIVE---378 LF (LOCAL)

MAXIMUM ALLOWABLE HOUSING UNITS:
R10 ---26 UNITS
P---0 UNITS



BOULDER RIDGE EIGHTH ADDITION
 BEING PART OF THE WEST 1/2
 OF SECTION 16 TOWNSHIP 139 NORTH, RANGE 80 WEST
 OF THE FIFTH PRINCIPAL MERIDIAN
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



BOULDER RIDGE EIGHTH ADDITION
BEING PART OF THE WEST 1/2
OF SECTION 16 TOWNSHIP 139 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIPTION

BEING PART OF THE WEST 1/2 OF SECTION 16 TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 BLOCK 3 BOULDER RIDGE FOURTH ADDITION; THENCE NORTH 83 DEGREES 49 MINUTES 22 SECONDS WEST, ON THE BOUNDARY LINE OF SAID ADDITION, A DISTANCE OF 338.95 FEET; THENCE NORTH 68 DEGREES 55 MINUTES 55 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 195.13 FEET; THENCE SOUTH 33 DEGREES 15 MINUTES 40 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 141.14 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 46.19 FEET TO THE CENTERLINE OF BASALT DRIVE RIGHT-OF-WAY; THENCE NORTH 39 DEGREES 59 MINUTES 13 SECONDS WEST, ON SAID CENTERLINE, A DISTANCE OF 85.10 FEET; THENCE NORTHEASTLY AND TO THE RIGHT, CONTINUING ON SAID CENTERLINE, ON A 300.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 177.94 FEET; THENCE NORTH 08 DEGREES 00 MINUTES 09 SECONDS WEST, CONTINUING ON SAID CENTERLINE, A DISTANCE OF 105.92 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 3 BOULDER RIDGE FIFTH ADDITION; THENCE SOUTH 69 DEGREES 34 MINUTES 07 SECONDS EAST, ON SAID SOUTH LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 323.90 FEET; THENCE SOUTH 78 DEGREES 02 MINUTES 21 SECONDS EAST, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 238.49 FEET; THENCE SOUTH 85 DEGREES 46 MINUTES 51 SECONDS EAST, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 515.55 FEET; THENCE SOUTH 69 DEGREES 24 MINUTES 06 SECONDS EAST, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 84.46 FEET TO THE EAST LINE OF SAID BLOCK 3; THENCE SOUTH 84 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 88.18 FEET TO THE SOUTH LINE OF BLOCK 4 BOULDER RIDGE FIFTH ADDITION; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, ON SAID SOUTH LINE, A DISTANCE OF 150.00 FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 14 SECONDS EAST, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 200.33 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 50 SECONDS WEST, A DISTANCE OF 216.21 FEET; THENCE SOUTH 25 DEGREES 11 MINUTES 46 SECONDS WEST, A DISTANCE OF 165.73 FEET; THENCE SOUTH 09 DEGREES 27 MINUTES 59 SECONDS EAST, A DISTANCE OF 178.06 FEET; THENCE SOUTH 25 DEGREES 33 MINUTES 55 SECONDS WEST, A DISTANCE OF 92.58 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1 BLOCK 8 BOULDER RIDGE SECOND ADDITION; THENCE NORTH 86 DEGREES 59 MINUTES 59 SECONDS WEST, ON SAID NORTH LINE AND ITS EASTERLY EXTENSION, A DISTANCE OF 255.84 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 41 DEGREES 05 MINUTES 51 SECONDS WEST, ON THE BOUNDARY LINE OF BOULDER RIDGE SECOND ADDITION, A DISTANCE OF 81.76 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 34 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 187.08 FEET TO THE BOUNDARY OF BOULDER RIDGE FOURTH ADDITION; THENCE NORTH 01 DEGREE 35 MINUTES 02 SECONDS WEST, ON THE BOUNDARY LINE OF SAID BOULDER RIDGE FOURTH ADDITION, A DISTANCE OF 128.06 FEET; THENCE NORTH 34 DEGREES 42 MINUTES 45 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 74.57 FEET; THENCE NORTH 17 DEGREES 54 MINUTES 55 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 250.45 FEET; THENCE NORTH 01 DEGREE 45 MINUTES 08 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 79.67 FEET; THENCE NORTH 23 DEGREES 42 MINUTES 42 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 69.24 FEET; THENCE NORTH 06 DEGREES 05 MINUTES 03 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.60 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

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

SWENSON, HAGEN & CO. P.C.
3032 ARWAY AVENUE
BISMARCK, NORTH DAKOTA
58504

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

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON THE _____, 202____, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ -- CHAIRMAN

ATTEST
DANIEL NARN -- SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE APPROVED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE APPROVED PLAT. THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 202____.

MICHAEL T. SCHMITZ -- PRESIDENT

ATTEST
JASON TOMANEX -- CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

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

GABRIEL J. SCHELL
CITY ENGINEER

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT FIVE GUYS INVESTMENT, LLP, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN HEREON HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "BOULDER RIDGE EIGHTH ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

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

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

STATE OF NORTH DAKOTA)

COUNTY OF BURLEIGH)

_____(SIGN)

JACK KNUTSON
FIVE GUYS INVESTMENT, LLP
3420 GALLATIN DR
BISMARCK, ND

ON THIS _____ DAY OF _____, 2026, BEFORE ME PERSONALLY APPEARED JACK KNUTSON OF FIVE GUYS INVESTMENT, LLP, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____



SWENSON, HAGEN & COMPANY P.C.

3032 Arway Avenue
Bismarck, North Dakota 58504
dsh@swensohagen.com
Phone (701) 223-2600
Fax (701) 223-2600
Civil Engineering
Landscape & Site Design
Construction Management

May 27, 2026

RE: Boulder Ridge Development concerns (now 8th Addition)

Greetings:

I am writing to express concerns over Boulder Ridge. I have lived here ever since the beginning (2006) and I have come to be very disappointed, especially these past 6 (plus) years.

It has been a nightmare getting out of this development if someone wants to turn east on 43rd or head straight south. It was horrible right after the construction in 2020. I remember for around 14 years I had no issues getting out and turning left. Now, since 2020, it is a nightmare. Cannot even turn left from Boulder Ridge Road as there is a barricade there. Now with Normandy potentially being finished, it will be even worse. These previous decisions made the problems, I don't want any more bad decisions making it worse.

Also, when Washington Street was redone a few years back, when I tried to make a left hand turn to go into Bismarck heading south, I said to myself and my family..... that someone is going to get killed here. It was within 30 days of me saying that, where someone was actually killed on the intersection of Slate and Washington.

Please have consultants who are hired to actually spend time in this development and drive these streets. It is hard for a consultant who does not even live here to get this.

Thank you for your time to look into this matter.

Paulette Jacobsen

Boulder Ridge resident

Bismarck, ND



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6671

REQUEST:

Introduction of and call for a public hearing on a major subdivision final plat titled Clear Sky Second Addition and Ordinance 6671, a zoning map amendment from the R5 – Residential and A – Agricultural zoning districts to the R5 – Residential zoning district, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

The Land Development Code (LDC) and associated official zoning map were approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

FRF Investments LLP and 94 Investments LLP request approval of a zoning map amendment from the R5 – Residential (RS-Residential Suburban) and the A – Agricultural zoning districts to the R5 – Residential (RS-Residential Suburban) zoning district and a major subdivision final plat titled Clear Sky Second Addition.

The project is located east of Bismarck, east of 52nd Street SE and north of Apple Creek Road.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026, and voted to recommend approval with the following conditions:

1. Additional off-site stormwater and drainage easement(s) for the adjacent property, as noted in the conditional approval of the PCSMP, are received prior to recordation of the plat.
2. The waiver of the minimum lot width subdivision standard for Lot 3, Block 4 is approved with this request.

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:

Call for a public hearing on a major subdivision final plat titled Clear Sky Second Addition and Ordinance 6671, a zoning map amendment from the R5 – Residential and A – Agricultural zoning districts to the R5 – Residential zoning district.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

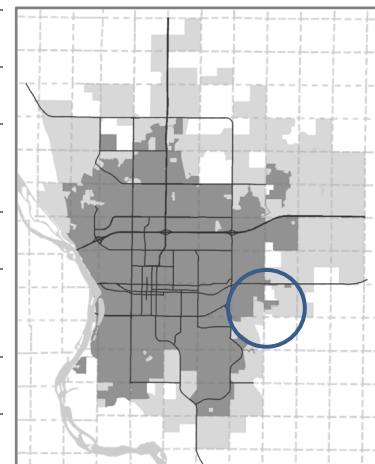
STAFF REPORT

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

Project ID: **ZC2025-020**
FPLT2026-004

Project Summary

<i>Title:</i>	Clear Sky Second Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	FRF Investments LLP 94 Investments LLP
<i>Project Contact:</i>	Andra Marquardt, PLS, Toman Engineering
<i>Project Location:</i>	East of Bismarck, east of 52nd Street SE and north of Apple Creek Road
<i>Project Size:</i>	19.18 acres, more or less
<i>Applicant Request:</i>	Rezone and plat to facilitate single-family development
<i>Staff Recommendation:</i>	Approve with conditions
<i>PZC Recommendation</i>	Approve with conditions



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	3 unplatted parcels and 1 platted	<i>Lots/Blocks:</i>	7 lots in 4 blocks
<i>Land Use:</i>	Undeveloped	<i>Land Use:</i>	Single-family residential
<i>Future Land Use:</i>	Urban Neighborhood (UN)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	R5 – Residential A – Agricultural	<i>Zoning:</i>	R5 – Residential
<i>Uses Allowed:</i>	R5 – Single-family residential A – Agriculture	<i>Uses Allowed:</i>	R5 – Single-family residential
<i>Max Density:</i>	R5 – 5 units / acre A – 1 unit / 40 acres	<i>Max Density:</i>	R5 – 5 units / acre

Area Information

<i>Zoning Jurisdiction:</i>	Extraterritorial Area (ETA)
<i>Township:</i>	Apple Creek (organized)
<i>Neighborhood:</i>	Undefined

Property History

<i>Zoned:</i>	06/2019 (R5 zoned Parcel)
<i>Platted:</i>	07/2019 (R5 zoned Parcel)
<i>Annexed:</i>	N/A

(continued)

Project Narrative

FRF Investments LLP and 94 Investments LLP request approval of a zoning map amendment from the R5 – Residential (RS-Residential Suburban) and the A – Agricultural zoning districts to the R5 – Residential (RS-Residential Suburban) zoning district and a major subdivision final plat titled Clear Sky Second Addition.

The Land Development Code (LDC) and associated official zoning map was approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

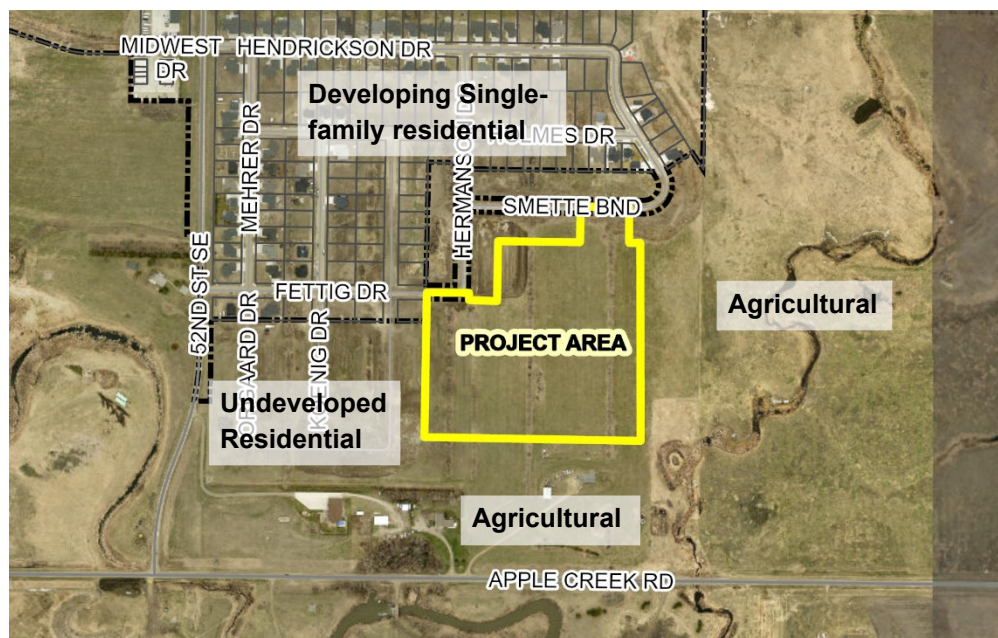
The applicant has indicated that annexation of the proposed plat will occur at a later date.

In order to facilitate the acquisition of this property for future development, the applicant is working with the adjacent property owner to subdivide this area and develop additional neighborhood amenities and infrastructure. The applicant has noted that this area will be developed later on after the rest of Clear Sky Addition is further developed. This will include the subdivision of the larger lots for residential urban development.

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 Urban Neighborhood (UN) in the Future Land Use Plan. The UN areas are places for quiet enjoyment of home life. Goals and objectives of this plan as they relate to the major subdivision preliminary plat and the zoning map amendment are referenced in review standards below.

Adjacent uses include developing single-family residential to the north, undeveloped residential to the west, and agricultural land to the south and east.

(continued)

Public Engagement

Planning and Zoning Commission

A previous version of the preliminary plat was reviewed by the Planning and Zoning Commission on January 28, 2026. However, a substantial change to the proposed number of lots occurred requiring that the preliminary plat be reviewed by the Planning and Zoning Commission again. The boundary of the plat and proposed locations of rights-of-way did not change.

The Planning and Zoning Commission considered the revised preliminary plat and zoning map amendment request on April 22, 2026, and called for a public hearing.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on May 15 and 22, and 32 postcards were mailed to the owners of nearby properties on May 15, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on May 11, 2026.

City Commission

Additional public notification will occur if the City Commission calls for a public hearing on this request.

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

All written comments received by staff prior to the public hearing will be distributed to the City Commission and summarized by staff during the oral presentation.

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 Map Amendment

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

Yes, with an understanding that the proposed lots would be developed in an urban style in the future. The proposed zoning map amendment is within the area designated as Urban Neighborhood in the Future Land Use Plan, as described in the Project Context section above. This designation notes that lots are relatively compact to enhance walkability and allow efficient use of city services. The proposed zoning district would generally conform to the character of this district when future residential urban development occurs.

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

Yes. Adjacent uses are described in the Project Context section above. The proposed zoning district would allow single-family residential. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

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

Yes. The current zoning district of R5 – Residential for Lots 39-41, Block 1, Clear Sky Addition was established in June 2019, and the current zoning district of A – Agricultural for the remainder of the project area is the default for any piece of land that has not been otherwise zoned. The property is adjacent to the Clear Sky neighborhood which continues to develop and expand. Therefore, the proposed zoning of the property to the R5 – Residential (RS-Residential

(continued)

Suburban) zoning district at this time will help facilitate future phases of development.

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment ([Goal S1-a](#), [Goal T1-c](#))

Yes. The proposed zoning map amendment would not adversely impact housing opportunities in any way.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance map amendment ([Comprehensive Plan](#))

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

- S10: Support the arrangement of compatible land uses to minimize adjacent conflicts.
- G3: Coordinate expansion of city infrastructure and services with growth.

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

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

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

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission.

A public hearing was scheduled by the Planning and Zoning Commission 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 zoning map amendment ([Goal S10-a](#))

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

Major Subdivision Final Plat

The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission

Yes. The proposed final plat is substantially similar to the preliminary plat.

Any and all conditions placed on approval of the preliminary plat by the Planning and Zoning Commission have been satisfied or will remain in place for future completion

Yes. No specific conditions were placed on the approval of the preliminary plat.

Sufficient easements and rights-of-way are included on the proposed subdivision to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision ([Goal G3-d](#))

Yes, with additional off-site easements that will be recorded in conjunction with the plat. The proposed subdivision includes rights-of-way and easements that extend into and through the plat. Rights-of-way and easements are included for stormwater and drainage, utilities, and a shared-use trail. Additional off-site stormwater and drainage easement(s) for the adjacent property, as noted in the conditional approval of the Post-Construction Stormwater Management Permit

(continued)

(PCSMP), must be received prior to recordation of the plat.

The Major Street Plan is adhered to with the proposed subdivision ([Major Street Plan](#))

Yes. There are no corridors identified in the Major Street Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

The Active Mobility Plan is adhered to with the proposed subdivision ([Active Mobility Plan](#))

Yes. There are no corridors identified in the Active Mobility Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

A neighborhood park will be available within walking distance for all urban residents ([Goal 11-a](#), Section 14-09-04(2)a(vii))

Yes. Adequate parks and open space already exist to serve anticipated residents of this subdivision with the previously dedicated Heroes Park. The requirements of the neighborhood parks and open space policy have been waived by the Bismarck Parks and Recreation District. A formal letter waiving this requirement by the Bismarck Parks and Recreation District is attached.

Additionally, a neighboring property owner intends to dedicate land to the Bismarck Parks and Recreation District to the southeast of the plat. A park development agreement will be finalized separately. Lot 3, Block 4, Clear Sky Second Addition includes a shared-use trail easement to provide connectivity between the Clear Sky neighborhood and that future park area.

Vehicle trips generated by the proposed subdivision will be adequately supported by the transportation system ([Goal C3-c](#))

Yes. The proposed subdivision would likely not have a substantial effect on circulation and safety

of public roadways in the vicinity, and therefore no traffic impact study is required.

Street connectivity is provided for efficient travel and secondary access for emergency services ([Goal C4](#), Section 14-09-05)

Yes. Subdivision design requirements, such as maximum block length, intended to promote street connectivity have been met, and there are no cul-de-sacs or dead-end streets in the proposed subdivision. The City's Secondary Roadway Access Policy has been met allowing alternative routes into and out of the subdivision.

Roadway access is managed to reduce potential points of conflict and improve safety ([Goal C3-b](#))

Yes. Direct access to major public roadways is appropriately limited and spacing of all intersections is adequate to meet the City's access management standards and professional engineering judgement. Non-access lines will be dedicated with the proposed plat to communicate and enforce this access control.

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. The City Engineer has conditionally approved the PCSMP for the proposed subdivision.

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

Yes, with a waiver from subdivision requirements requested by the applicant. Lot 3, Block 4, Clear Sky Second Addition is encumbered completely by a shared use trail easement and therefore would be considered non-buildable. Staff find this justification to be valid. This waiver request is attached.

All remaining lots meet the minimum area and width requirements of the zoning district within

(continued)

which they are located, and there is sufficient space within each lot for anticipated buildings to meet density, setback, and lot coverage requirements. All rights-of-way and dedicated easements conform to design standards of the subdivision ordinance.

Natural hazards and impact to environmentally sensitive land is minimized through the location and design of the proposed subdivision (Goal I6-a)

Yes. The proposed subdivision is not located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain, an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or an area that is topographically unsuited for development.

Water supply systems will seamlessly transition from a rural to an urban system through cooperation with the South-Central Regional Water District (Goal G3-f, Section 14-09-04(2)d)

Yes. The proposed subdivision will be served with municipal water upon development and no future transition will be necessary.

The City's investment in infrastructure associated with the proposed subdivision is expected to receive a proportional long-term return to residents through future revenues or other public goods associated with this subdivision (Goal G3-a)

Yes. The future revenue and other public goods generated by the proposed subdivision are expected to be proportional to the public costs of development. Public costs associated with provision of municipal water and sewer service to new development will be adequately compensated for through payment of utility capital charges. The initial development will be funded by the developer or through special assessment of properties benefitted by said improvements, as outlined in the Development Cost Policy. Ongoing costs of maintenance and operation of all public

facilities will be offset by property and/or sales tax derived from the proposed subdivision.

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, City 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. Upon tentative approval of the preliminary plat, 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 and City Commission.

A public hearing was scheduled for this request with the Planning and Zoning Commission, and all requirements for notice of this hearing were 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.

Recommendations

Planning and Zoning Commission

Based on the above findings, the Planning and Zoning Commission recommends approval of the proposed zoning map amendment from the R5 – Residential (RS-Residential) and the A –

(continued)

Agricultural zoning districts to the R5 – Residential (RS-Residential) zoning district and the major subdivision final plat for Clear Sky Second Addition with the following conditions:

1. Additional off-site stormwater and drainage easement(s) for the adjacent property, as noted in the conditional approval of the PCSMP, are received prior to recordation of the plat.
2. The waiver of the minimum lot width subdivision standard for Lot 3, Block 4 is approved with this request.

Planning Staff

Based on the above findings, staff recommends approval of the proposed zoning map amendment from the R5 – Residential (RS-Residential) and the A – Agricultural zoning districts to the R5 – Residential (RS-Residential) zoning district and the major subdivision final plat for Clear Sky Second Addition with the following conditions:

1. Additional off-site stormwater and drainage easement(s) for the adjacent property, as noted in the conditional approval of the PCSMP, are received prior to recordation of the plat.
2. The waiver of the minimum lot width subdivision standard for Lot 3, Block 4 is approved with this request.

Attachments

1. Draft Zoning Ordinance
2. Zoning and Plan Reference Map
3. Proposed Zoning Map
4. LDC Zoning Map
5. Final Plat
6. Preliminary Plat
7. Neighborhood Park Waiver
8. Subdivision Standards Waiver Request

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6671

First Reading
Second Reading
Final Passage and Adoption
Publication Date

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

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the RS-Residential Suburban and A-Agricultural zoning districts and included in the RS-Residential Suburban zoning district:

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; and Lots 1-4, Block 4, Clear Sky Second Addition

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which is effective until October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the R5 – Residential and A – Agricultural zoning districts and included in the R5 – Residential zoning district:

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 3; and Lots 1-4, Block 4, Clear Sky Second Addition

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

DRAFT

Zoning Districts

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

Future Land Use Plan

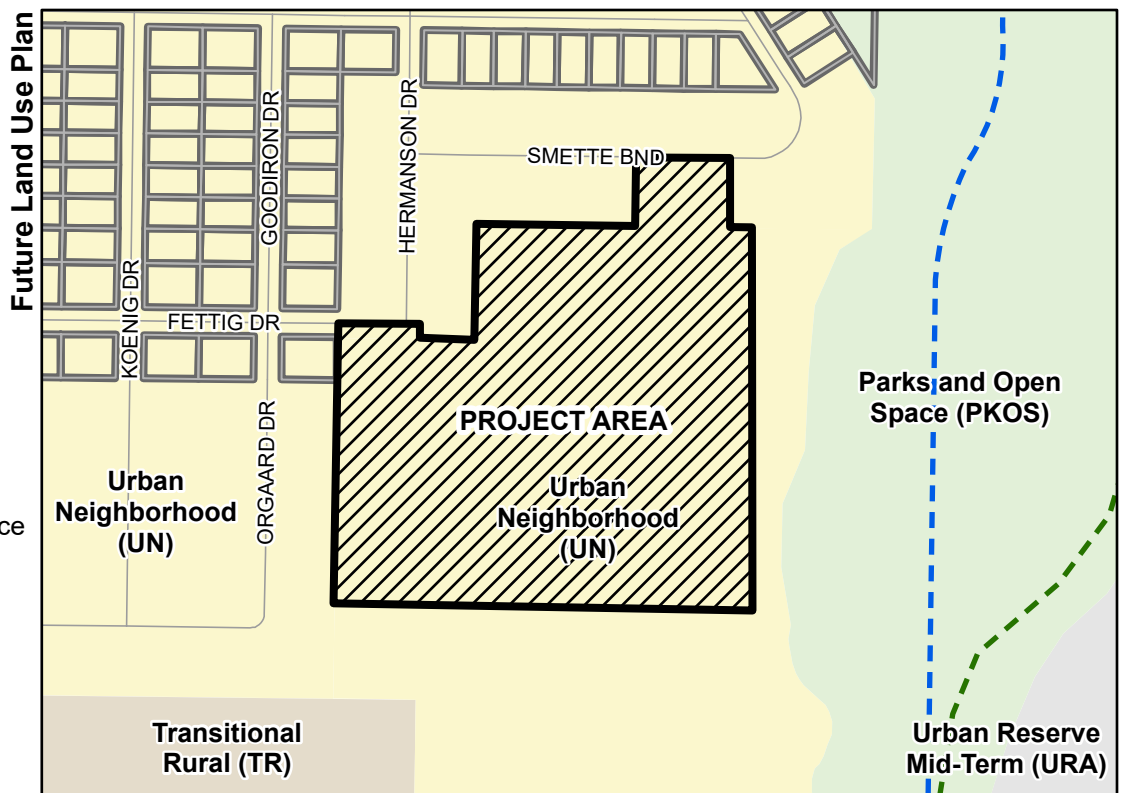
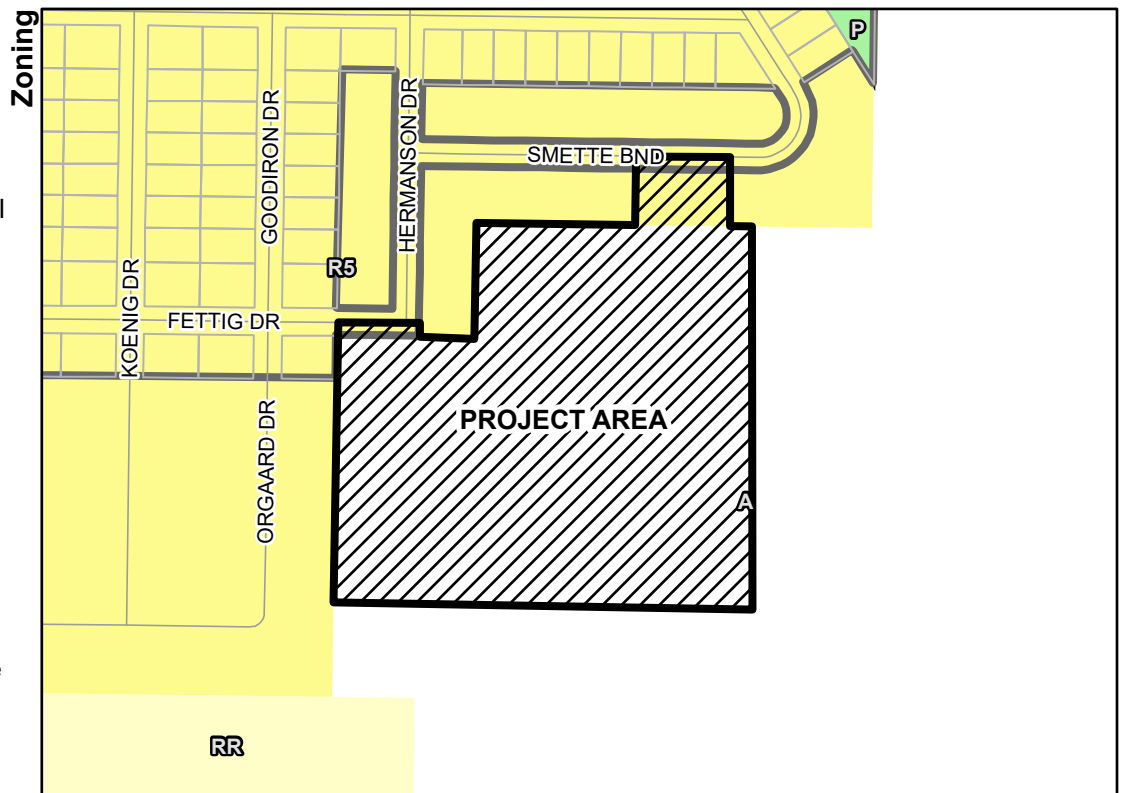
UN	Urban Neighborhood
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural Residential
TR	Transitional Rural
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

Active Mobility Plan

— Future Shared Trail

Major Street Plan

- Existing Arterial
- Future Arterial
- Existing Collector
- Future Collector
- Existing Interstate
- Future Interstate
- City Limits



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.

0 330 660 1,320 Feet



City of Bismarck
Planning Department
January 20, 2026

Proposed New Zoning Map

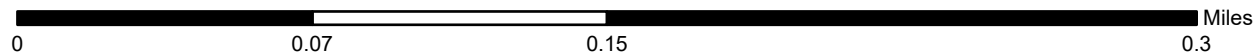
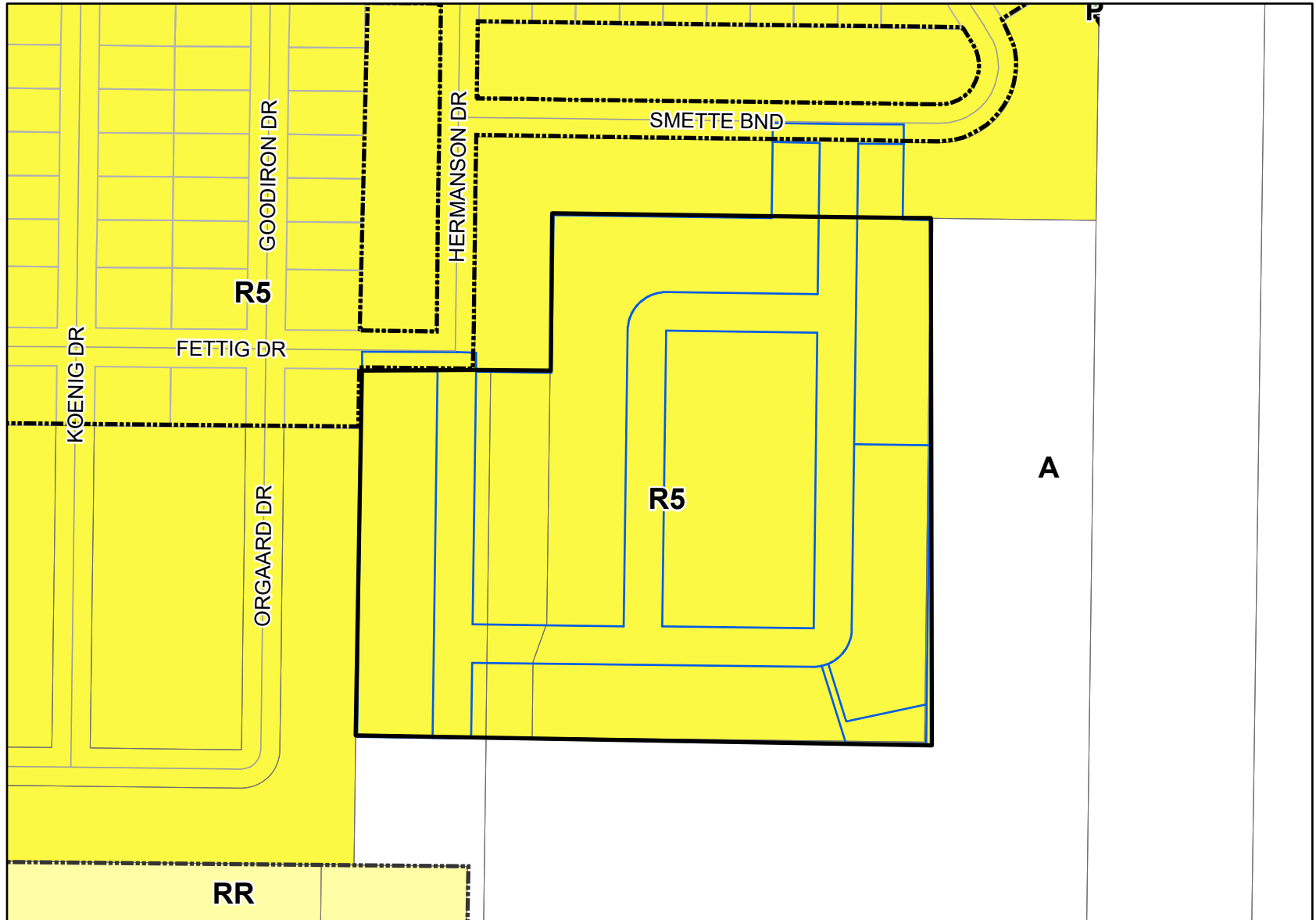
 Project Area
(zoning within
is proposed)

 City Limits

Zoning Districts

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

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

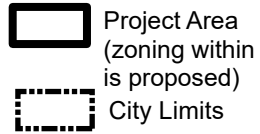


*This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated hereon.*



City of Bismarck
Planning Department
May 21, 2026

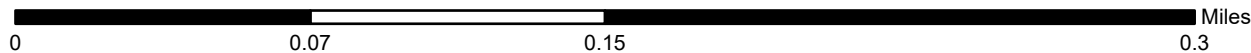
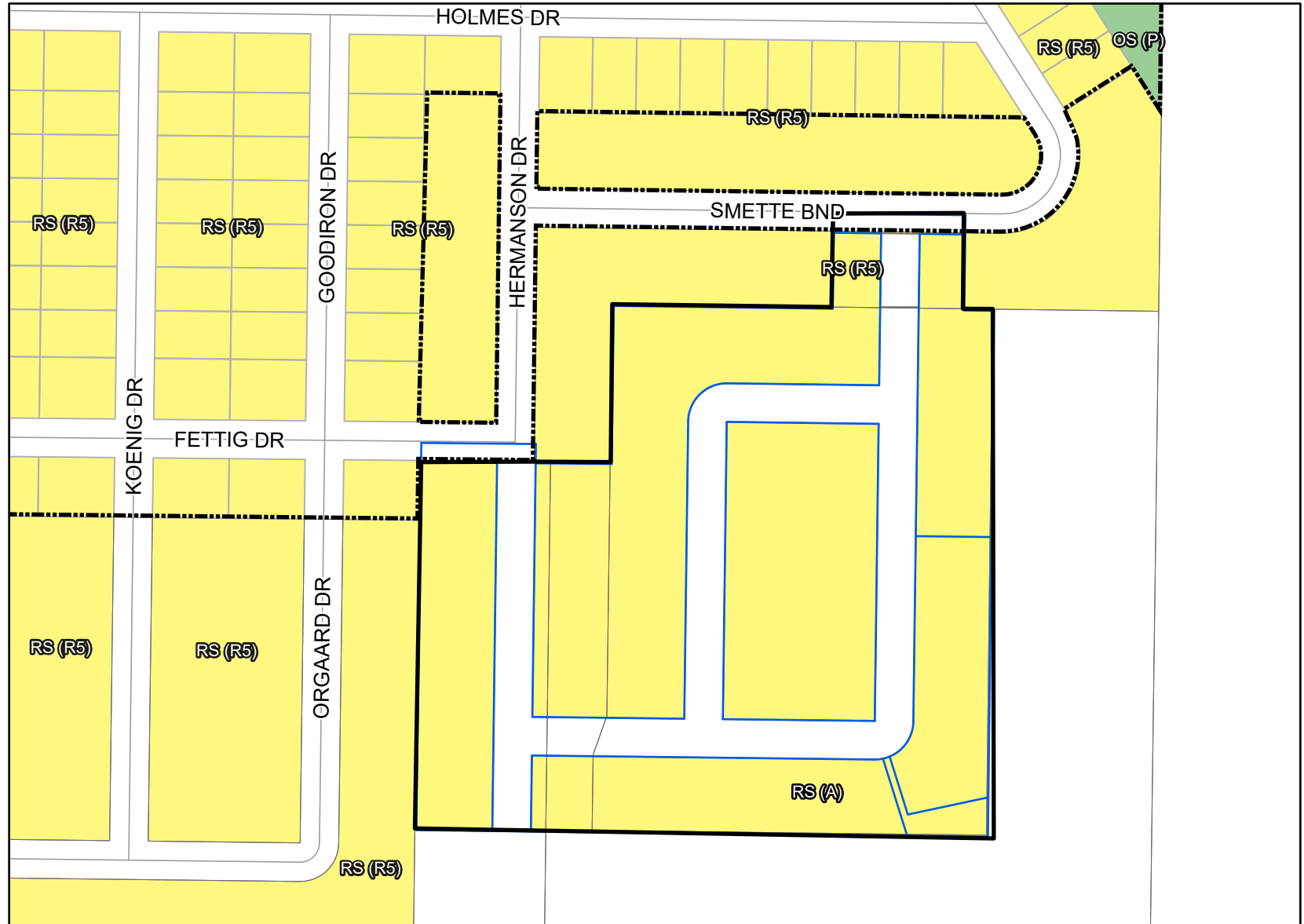
**Proposed New
Zoning Map**



Label: LDC Zoning (Old Zoning)

Zoning Districts

- A** Agriculture
- RRE** Residential Rural Estate
- RR** Residential Rural
-
- RS** Residential Suburban
- RM** Residential Multi-Family
- RU** Residential Urban
- RMH** Residential
Manufactured
Housing
-
- RX** Residential Mixed
- OX** Office Mixed
- CX** Commercial Mixed
- CG** Commercial General
- IX** Industrial Mixed
- IG** Industrial General
- DT** Downtown
-
- PCI** Public Civic
- OS** Open Space
- PUD** Planned Unit
Development



*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
Planning Department
June 1, 2026

CLEAR SKY SECOND ADDITION

ALL OF LOTS 39-41, BLOCK 1, AND PORTIONS OF FETTIG DRIVE AND SMETTE BEND,
CLEAR SKY ADDITION, PART OF LOT "A" AND AUD. LOT "B," ALL WITHIN THE SOUTHWEST
1/4 OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH P.M. OF THE
CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA.

DESCRIPTION OF PROPERTY

ALL OF LOTS 39-41, BLOCK 1, AND PORTIONS OF FETTIG DRIVE AND SMETTE BEND, CLEAR SKY
ADDITION, PART OF LOT "A" AND AUD. LOT "B," ALL WITHIN THE SOUTHWEST 1/4 OF SECTION 6,
TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH P.M. OF THE CITY OF BISMARCK,
BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW1/4 OF SECTION 6, T138N-R79W;
THENCE SOUTH 89°18'19" EAST ALONG THE NORTH BOUNDARY LINE OF SAID SW1/4 FOR
1739.00 FEET; THENCE SOUTH 00°44'45" WEST FOR 932.01 FEET TO A POINT ON THE
CENTERLINE OF SMETTE BEND, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE
SOUTH 89°18'19" EAST ALONG SAID CENTERLINE FOR 225.00 FEET TO A POINT ON THE WEST
BOUNDARY LINE OF LOT 38, BLOCK 1, CLEAR SKY ADDITION OF THE CITY OF BISMARCK,
BURLEIGH COUNTY, NORTH DAKOTA EXTENDED NORTH; THENCE SOUTH 00°44'45" WEST
ALONG SAID WEST BOUNDARY LINE EXTENDED NORTH FOR 163.00 FEET TO THE SOUTHWEST
CORNER OF SAID LOT 38; THENCE SOUTH 89°18'19" EAST ALONG THE SOUTH BOUNDARY LINE
OF SAID LOT 38 FOR 51.15 FEET; THENCE SOUTH 00°44'45" WEST FOR 805.19 FEET; THENCE
NORTH 89°19'40" WEST FOR 979.11 FEET TO THE SOUTHEAST CORNER OF LOT 22, BLOCK 9 OF
SAID CLEAR SKY ADDITION; THENCE NORTH 00°44'45" EAST ALONG THE EAST BOUNDARY LINE
OF SAID CLEAR SKY ADDITION FOR 82.87 FEET TO A POINT ON THE CENTERLINE OF FETTIG
DRIVE; THENCE SOUTH 89°26'44" EAST ALONG SAID CENTERLINE FOR 196.00 FEET TO A POINT
ON THE WEST BOUNDARY LINE OF LOT 51, BLOCK 1 OF SAID CLEAR SKY ADDITION; THENCE
SOUTH 00°44'45" WEST ALONG SAID WEST BOUNDARY LINE FOR 33.00 FEET TO THE
SOUTHWEST CORNER OF SAID LOT 51; THENCE SOUTH 89°26'44" EAST ALONG THE SOUTH
BOUNDARY LINE OF SAID LOT 51 FOR 130.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT
51; THENCE NORTH 00°44'45" EAST ALONG THE EAST BOUNDARY LINE OF SAID CLEAR SKY
ADDITION FOR 270.8 FEET TO THE SOUTHWEST CORNER OF LOT 46, BLOCK 1 OF SAID CLEAR
SKY ADDITION; THENCE SOUTH 89°18'19" EAST ALONG THE SOUTH BOUNDARY LINE OF SAID
CLEAR SKY ADDITION FOR 163.00 FEET TO THE SOUTHEAST CORNER OF LOT 42, BLOCK 1 OF
SAID CLEAR SKY ADDITION; THENCE NORTH 00°44'45" EAST ALONG THE EAST BOUNDARY LINE
OF SAID LOT 42 AND EXTENDED NORTH FOR 163.00 FEET TO THE POINT OF BEGINNING, SAID
TRACT OF LAND CONTAINING 19.18 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATE

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

ANDREA L. MARQUARDT,
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4623

OWNERS CERTIFICATE AND DEDICATION

WE OF 94 INVESTMENTS, LLP AND FRF INVESTMENTS, LLP, 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 CLEAR SKY SECOND
ADDITION, AND DEDICATE ALL RIGHTS OF WAY TO THE CITY OF BISMARCK AS SHOWN ON THIS
PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL, TO THE PROPERTY AS
SHOWN, AND AFFIRM THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE
REGISTERED LAND SURVEYOR IS CORRECT.

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

WE ALSO DEDICATE TO THE CITY OF BISMARCK ALL EASEMENTS AS SHOWN ON THIS PLAT AS
"STORM SEWER EASEMENT" TO RUN WITH THE LAND FOR THE FREE AND UNOBSTRUCTED
FLOW OF WATER UNDER AND/OR OVER THOSE AREAS INCLUDING THE CONSTRUCTION AND
MAINTENANCE OF STORMWATER FACILITIES TOGETHER WITH NECESSARY APPURTENANCES.

WE ALSO DEDICATE TO THE BISMARCK PARKS AND RECREATION DISTRICT ALL EASEMENTS AS
SHOWN ON THIS PLAT AS "SHARED-USE TRAIL EASEMENT" TO RUN WITH THE LAND FOR THE
PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, AND REPAIRING A SHARED-USE
TRAIL OVER THE EASEMENT AREA, AND FOR THE USE OF THE PUBLIC.

MATT GEIGER
MANAGING PARTNER,
94 INVESTMENTS, LLP
6131 CAREFREE CIR.
BISMARCK, ND 58503
OWNER OF BLOCK 1, BLOCK 3, AND LOTS 2-4, BLOCK 4
CO-OWNER OF BLOCK 2 AND LOT 1, BLOCK 4

STATE OF _____
COUNTY OF _____, SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED
MATT GEIGER, 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, _____

MATT GEIGER
MANAGING PARTNER,
94 INVESTMENTS, LLP
6131 CAREFREE CIR.
BISMARCK, ND 58503
CO-OWNER OF BLOCK 2 AND LOT 1, BLOCK 4

STATE OF _____
COUNTY OF _____, SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED
MATT GEIGER, 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, _____

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 _____, 20____, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH
DAKOTA AND ORDINANCES OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ - CHAIR ATTEST: DANIEL NARR - SECRETARY
=====

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

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

MICHAEL T. SCHMITZ - PRESIDENT ATTEST: JASON TOMANEK -
CITY ADMINISTRATOR
=====

APPROVAL OF CITY ENGINEER

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

GABRIEL J. SCHELL - CITY ENGINEER

OWNERS:
94 INVESTMENTS, LLP
6131 CAREFREE CIRCLE
BISMARCK, ND 58503
FRF INVESTMENTS, LLP
6131 CAREFREE CIRCLE
BISMARCK, ND 58503

BASIS OF BEARING: NORTH BOUNDARY LINE OF THE SW1/4,
SECTION 6, T138N-R79W SOUTH 89° 18' 19" EAST.

NOTES:

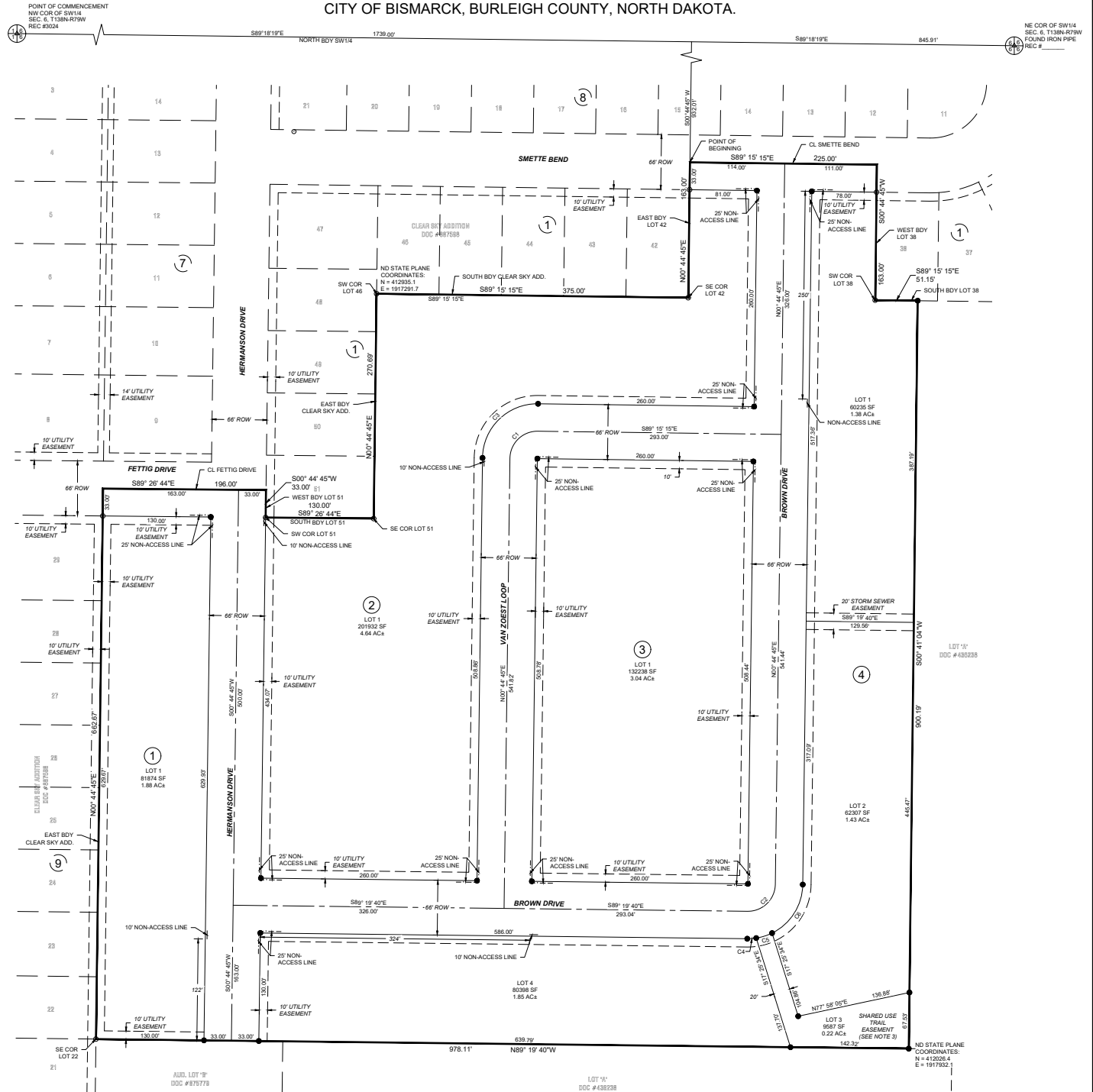
- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS
DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF
FIELD MEASUREMENT.
- WATER TO BE PROVIDED BY THE CITY OF BISMARCK.
- LOT 3, BLOCK 4 IS A SHARED USE TRAIL EASEMENT IN
ENTIRETY.
- ALL EASEMENTS AND RIGHTS-OF-WAY WITHIN THE
BOUNDARY OF THIS SUBDIVISION ARE DEDICATED WITH
THIS SUBDIVISION. ALL EASEMENTS OR RIGHTS-OF-WAY
OUTSIDE THIS SUBDIVISION HAVE BEEN DEDICATED EITHER
BY THE ADJOINING PLATS OR OTHER DOCUMENTS.
- TOTAL LOT ACREAGE: 14.43 (628,573 SF)
TOTAL ROAD ACREAGE: 4.75 (206,812 SF)
TOTAL ACREAGE: 19.18 (835,385 SF)



TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
701-663-6483 * www.tomanengineering.com
SURVEYOR: ANDREA L. MARQUARDT, RLS-4623

CLEAR SKY SECOND ADDITION

ALL OF LOTS 39-41, BLOCK 1, AND PORTIONS OF FETTIG DRIVE AND SMETTE BEND, CLEAR SKY ADDITION, PART OF LOT "A" AND AUD. LOT "B," ALL WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH P.M. OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA.



MARCH 24, 2025

COORDINATE DATUM:
ND STATE PLANE COORDINATES NAD83
2011 ADJUSTMENT INTERNATIONAL FEET
VERTICAL DATUM NAVD83
DISTANCES SHOWN HAVE BEEN CONVERTED FROM
GRID TO GROUND DISTANCES USING A COMBINED
SCALE OF 1.000142854

LEGEND

- ▲ FOUND SECTION/QUARTER CORNER
- FOUND REBAR/CAP RLS-4623
- SET REBAR/CAP RLS-4623
- BOUNDARY LINE
- LOT LINE
- 1/16TH LINE
- - - EASEMENT LINE
- - - ADJACENT LOT LINE
- CENTERLINE
- - - NON-ACCESS LINE

CENTERLINE STREET CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	BEARING
C1	90°00'00"	33.00'	51.84'	N45°44'45"E
C2	89°59'59"	33.00'	51.79'	N45°42'32"E

LOTLINE CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C3	90°00'00"	66.00'	103.67'
C4	9°23'00"	66.00'	10.81'
C5	17°29'46"	66.00'	20.08'
C6	63°06'48"	66.00'	72.70'

OWNERS

84 INVESTMENTS, LLP
6131 CAREFREE CIRCLE
BISMARCK, ND 58503
PSC INVESTMENTS, LLP
6131 CAREFREE CIRCLE
BISMARCK, ND 58503

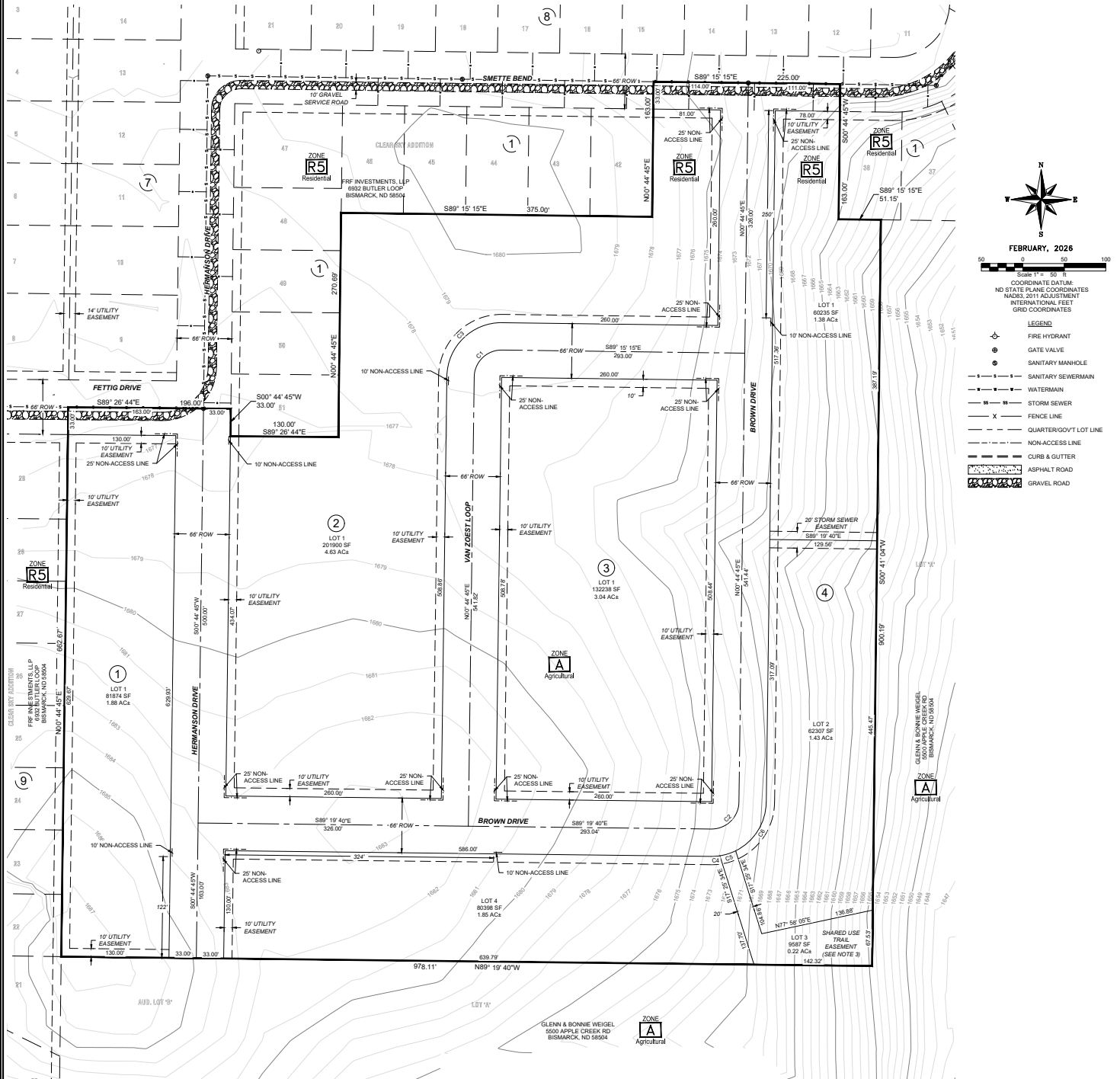
NOTES

- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
- WATER TO BE PROVIDED BY THE CITY OF BISMARCK.
- LOT 3, BLOCK 4 IS A SHARED USE TRAIL EASEMENT IN ENTIRETY.
- ALL EASEMENTS AND RIGHTS-OF-WAY WITHIN THE BOUNDARY OF THIS SUBDIVISION ARE DEDICATED WITH THIS SUBDIVISION. ALL EASEMENTS OR RIGHTS-OF-WAY OUTSIDE THIS SUBDIVISION HAVE BEEN DEDICATED EITHER BY THE ADJOINING PLATS OR OTHER DOCUMENTS.
- TOTAL LOT ACRES: 14.43 (628,573 SF)
TOTAL ROAD ACRES: 4.75 (206,812 SF)
TOTAL ACRES: 19.18 (835,385 SF)



PRELIMINARY PLAT CLEAR SKY SECOND ADDITION

ALL OF LOTS 39-41, BLOCK 1, AND PORTIONS OF FETTING DRIVE AND SMETTE BEND, CLEAR SKY ADDITION, PART OF LOT "A" AND AUD. LOT "B," ALL WITHIN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE 5TH P.M. OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA.



CENTERLINE STREET CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	33.00'	51.34'	104°44'45"E 46.87'
C2	89°59'39"	33.00'	51.79'	104°42'30"E 46.84'

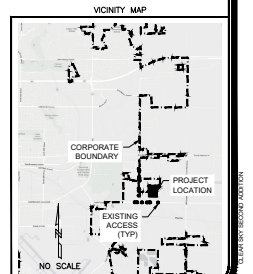
LOTLINE CURVE TABLE				
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C6	63°00'45"	66.00'	72.70'	

OWNERS:
84 INVESTMENTS, LLP
6131 CAREFREE CIRCLE
BISMARCK, ND 58503

PRF INVESTMENTS, LLP
6632 BUTLER LOOP
BISMARCK, ND 58504

BASE OF BEARING: NORTH BOUNDARY LINE OF THE SW1/4, SECTION 6, T138N-R79W SOUTH 89° 18' 19" EAST.

- NOTES:**
- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 - WATER TO BE PROVIDED BY THE CITY OF BISMARCK.
 - LOT 3, BLOCK 4 IS A SHARED USE TRAIL EASEMENT IN EXISTENCE.
 - TOTAL LOT ACREAGE: 14.43 (628,573 SF)
TOTAL ROAD ACREAGE: 4.78 (208,912 SF)
TOTAL ACREAGE: 19.18 (835,385 SF)



April 30, 2026

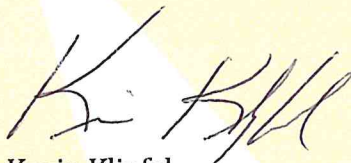
City of Bismarck Community Development
Daniel Nairn, Planning Director
221 N. 5th Street
Bismarck, ND 58501

Re: Waiver Letter for Clear Sky Second Addition

Dear Daniel:

This waiver letter is in reference to Clear Sky Second Addition. Because this plat is a continuation of the Clear Sky development, for which the developer has partnered with us to provide a neighborhood park, and because the developer has also provided a trail access lot from this second addition that will eventually connect to that neighborhood park, Bismarck Parks and Recreation District is granting a waiver of the Neighborhood Park and Open Space Policy for Clear Sky Second Addition.

We appreciate your continued partnership with the policy and your notice of this project moving forward. Please let me know if you have any questions.



Kevin Klipfel
Executive Director

A nationally accredited park and recreation agency.



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

Last Revised: 05/14/2025

SUBDIVISION REQUIREMENTS/ STANDARDS WAIVER REQUEST

If any waivers from subdivision requirements/standards are being requested, this form must be completed and submitted in conjunction with the unified development application. ***This form cannot be used for amendments to the Major Street Plan or the Future Land Use Plan, or for written justification for the use of cul-de-sacs or private roadways.***

SUBDIVISION INFORMATION:

Name of Subdivision:

Clear Sky Second Addition

REQUESTED WAIVERS FROM SUBDIVISION REQUIREMENTS/STANDARDS:

☐ Ghost Platting

Reason for Request:

☐ Paving of Interior Roadways

Reason for Request:

☐ Maximum Block Length

Reason for Request:

☒ Minimum Lot Width/Area

Reason for Request:

Lot 3, Block 4 does not meet the lot width requirements for R5 zoning due to it being reserved as a shared use trail for the City of Bismarck Park District.

☐ Other (Specify)

Reason for Request:

☐ Other (Specify)

Reason for Request:

☐ Other (Specify)

Reason for Request:



Public Works Service Operations

DATE: June 9, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Donate or Dispose of Traffic Signal Controllers and MMU's

REQUEST:

Permission to donate or dispose of outdated Traffic Signal Controllers and Malfunction Management Units (MMU) to interested city governments within North Dakota.

BACKGROUND INFORMATION:

The City of Bismarck has upgraded its traffic signal system, including controllers and MMUs. As a result, we now have outdated McCain controllers and Eberle Design, Inc. (EDI) MMUs that are no longer in use. We are requesting permission to donate these items to the cities that have expressed interest, specifically Valley City and Devils Lake. Additionally, we request authorization to donate any remaining Controllers and MMUs to other cities upon request, or to dispose of any items that remain unclaimed.

RECOMMENDED CITY COMMISSION ACTION:

Approve the donation of outdated McCain controllers and EDI MMUs to Valley City, Devils Lake, and other cities upon request, and authorize the disposal of any items that remain unclaimed.

STAFF CONTACT INFORMATION:

Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Paul Lies, Traffic Maint. Superintendent, 701-355-1719, plies@bismarcknd.gov

ATTACHMENTS:

None



Public Works Service Operations

DATE: June 9, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Library Restroom Renovation Change Orders/Amendment

REQUEST:

Permission to approve change orders and amendment to contracts for the Library Restroom Renovation.

BACKGROUND INFORMATION:

Request permission to approve the following change orders/amendment for the Library Restroom Renovation Project. The original project cost was \$843,000.00 and with these change orders (\$13,447.50) and past change orders (\$8,655.00) the total cost of the project will be \$865,102.50.

The completion date for all contracts associated with the project (EngTech DBA The Origin Group, Dakota West Contracting, Northern Plains Plumbing & Heating, and RK Electric) will be extended to August 28, 2026. However, the City will enter an end date of October 13, 2026, in the New World Financial System. This additional 45 days is intended to accommodate walkthroughs, project approval, and the processing of final invoices. The time extension is due to material delivery and workmanship delays, allowing the Contractors sufficient time to complete the remaining contract work.

EngTech Amendment 2: Change of scheduled completion date to align with revised construction schedule. No cost associated with this amendment.

Dakota West Contracting CO1: Contract extension to 8/28/2026. Cost associated with this change order \$10,350.00.

- a. Flood restroom floors with self-leveling epoxy to make floor smooth for new epoxy floor finish. Following demolition of the floor tile, the floor was uneven and basic prep work didn't achieve the smoothness required for the new finish.
- b. Meeting Room Restrooms B04/B05 \$4,200.00.
- c. Stacks Restrooms B04B/B05B \$4,100.00.
- d. Stacks Restrooms B05B (additional flooding required) \$2,050.00. b. Delete epoxy cove base in restrooms 119, 183, and 211/212 and install Schluter trim at the floor-to-wall transition. No cost change for reduced epoxy labor/added base material.

Northern Plains Plumbing & Heating CO2: Contract extension to 8/28/2026. Cost associated with this change order \$680.00. Replace seized cold supply valve at water heater (Added Scope, Unknown Condition).

RK Electric CO2: Contract extension to 8/28/2026. Cost associated with this change order \$2,417.50.

- a. RFI-EC-06 Mens 136 Light Conflict; Add \$1,147.50
- b. RFI-EC-07 Change Fire Alarm Device; Add \$250.00
- c. RFI-EC-13 Relocate outlet for serviceability; Add \$275.00
- d. RFI-EC-14 Add Fire Alarm Devices; Add \$745.00

RECOMMENDED CITY COMMISSION ACTION:

Approve a time extension for all contracts associated with the Library Restroom Renovation Project (EngTech DBA The Origin Group, Dakota West Contracting, Northern Plains Plumbing & Heating, and RK Electric) through August 28, 2026, and authorize the City to record an end date of October 13, 2026, in the New World Financial System. This additional 45-day period will accommodate walkthroughs, project approval, and the processing of final invoices.

Approve the following change orders and their associated costs:

- Dakota West Contracting CO1, increasing the contract by \$10,350.00.
- Northern Plains Plumbing & Heating CO2, increasing the contract by \$680.00.
- RK Electric CO2, increasing the contract by \$2,417.50.

STAFF CONTACT INFORMATION:

Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Christine Kujawa, Library Director, 701-355-1482, ckujawa@bismarcklibrary.org

ATTACHMENTS:

1. Amend 2 - Eng Tech Library Restroom Reno 6.2.2026
2. CO1_DWC Library Restroom 6.2.2026
3. CO2_NPPH Library Restroom 6.2.2026
4. CO2_RK Elec Lib Restroom 6.2.2026

DEPARTMENT

City Department	Public Works - Service		
Contractor/Consultant	EngTech, LLC DBA The Origin Group		
Contract Number	2024-44	Change Order Number	2
Project Number	See Below	Amendment Date	6/2/2026
Project Description	Architect Library Restroom Reno		
Original Contract Amount	\$ 67,500.00	*Contract + Contingency	\$ -
Previous Contract Amount	\$ 67,500.00		
Amendment Amount	\$ -		#VALUE!
Proposed Contract Amount	\$ 67,500.00	EXCEEDS CONTINGENCY	
Within Project Scope	YES	Within Project Funding	YES
Original Completion Date	6/30/2025	Change in Completion Date	NO
Revised Completion Date	8/28/2026*	#VALUE! #VALUE!	
Type of Change Order	Design-related		

Description:

Project: BLDGCONST.BLDGI.2024LBRYRSTRMS

Amend 2:The Origin Group - Extend end date to 8.28.2026 and City will add 45 days to end date to accomodate walk-thru and payment of final invoice. End date for COB New World System *10/13/2026. Change of scheduled completion date to align with revised construction schedule. Construction is currently planned to be substantially complete in June 2026 wth Punch List and Close-Out to occur immediately afterwards.

Project Manager Signature

(\$25,000, ≤7 Calendar Day time extension)

Date

SIGN HERE

Department Head Signature

(\$50,000, ≤30 Calendar Day time extension)

Steve Salwei, PW Service Ops Director Date

#VALUE!

ADMINISTRATION

City Administrator Signature

(\$100,000, ≤60 Calendar Day time extension)

Jason Tomanek Date

#VALUE!

COMMISSION APPROVAL

Commission Approval Date

6/9/026

#VALUE!

FISCAL



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Bismarck Veterans Memorial Public
Library
Restroom Renovation Project
515 N 5th Street
Bismarck, North Dakota 58501

AGREEMENT INFORMATION:

Date:
05-31-2024

AMENDMENT INFORMATION:

Amendment Number:
02

Date:
06-02-2026

OWNER: *(name and address)*

City of Bismarck
PO Box 5503
Bismarck, North Dakota 58506

ARCHITECT: *(name and address)*

EngTech, LLC
4207 Boulder Ridge Road, Ste 225
Bismarck, North Dakota 58503

The Owner and Architect amend the Agreement as follows:

Change of scheduled completion date to align with revised construction schedule. Construction is currently planned to be substantially complete in June 2026 with Punch List and Close-Out to occur immediately afterwards. Extend completion date to August 28, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
None.

Schedule Adjustment:
August 28, 2026

ARCHITECT *(Signature)*

BY: Trevor Huffaker, President, (ND Architect #2805)
(Printed name, title, and license number if required)

Date

OWNER *(Signature)*

Michael Schmitz, President
Board of City Commission
(Printed name and title)

Date

CITY OF BISMARCK
ATTEST:

DATE: _____

NAME & TITLE: _____
Jason Tomanek, City Administrator

DEPARTMENT

City Department	Public Works - Service		
Contractor/Consultant	Dakota West Contracting		
Contract Number	2025-59	Change Order Number	1
Project Number	See Below	Amendment Date	6/2/2026
Project Description	General Contractor Library Restroom Renovation		
Original Contract Amount	\$ 381,450.00	Contract + Contingency	\$ 419,595.00
Previous Contract Amount	\$ 381,450.00		
Amendment Amount	\$ 10,350.00		#VALUE!
Proposed Contract Amount	\$ 391,800.00		
Within Project Scope	YES	Within Project Funding	YES
Original Completion Date	4/30/2026	Change in Completion Date	NO
Revised Completion Date	8/28/2026*	#VALUE! #VALUE!	
Type of Change Order	Design-related		

Description:

Project: BLDGCONST.BLDGI.2024LBRYRSTRMS. CO2: DWC - Extend end date to 8.28.2026 and City will add 45 days to end date to accomodate walk-thru and payment of final invoice. End date for COB New World System *10/13/2026. a. Flood restroom floors with self leveling epoxy to make floor smooth for new epoxy floor finish. Following demolition of the floor tile, the floor was uneven and basic prep work didn't achieve the smoothness required for the new finish. > Meeting Room Restrooms B04/B05 \$4,200.00, > Stacks Restrooms B04B/B05B \$4,100.00, > Stacks Restrooms B05B (additional flooding required) \$2,050.00. b. Delete expoxy cove base in restrooms 119, 183, and 211/212 and install Schluter trim at the floor to wall transition. No cost change for reduced expoxy labor/added base material. c. Date of Substantial Completion extended due to material delivery/workmanship delays, allows sufficient time to complete remaining work.

Project Manager Signature

(≤\$25,000, ≤7 Calendar Day time extension)

Date

SIGN HERE

Department Head Signature

(≤\$50,000, ≤30 Calendar Day time extension)

Date

Steve Salwei, PW Service Ops Director

#VALUE!

ADMINISTRATION

City Administrator Signature

(≤\$100,000, ≤60 Calendar Day time extension)

Date

Jason Tomanek

#VALUE!

COMMISSION APPROVAL

Commission Approval Date

6/9/2026

#VALUE!

FISCAL



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Bismarck Veterans Memorial Public
Library
515 North 5th Street
Bismarck, North Dakota 58501

CONTRACT INFORMATION:
Contract For: Electrical Scope

Date: 07-22-2025

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 06-02-2026

OWNER: *(Name and address)*
City of Bismarck
PO Box 5503
Bismarck, North Dakota 58506

ARCHITECT: *(Name and address)*
EngTech, LLC
4207 Boulder Ridge Rd, Ste 225
Bismarck, North Dakota 58503

CONTRACTOR: *(Name and address)*
Dakota West Contracting, Inc.
PO Box 2377
Bismarck, North Dakota 58501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- a. Flood restroom floors with self leveling epoxy to make floor smooth for new epoxy floor finish. Following demolition of the floor tile, the floor was uneven and basic prep work didn't achieve the smoothness required for the new finish.
 - Meeting Room Restrooms B04/B05 - \$4,200.00
 - Stacks Restrooms B04B/B05B - \$4,100.00
 - Stacks Restrooms B05B (additional flooding required) - \$2,050.00
- b. Delete epoxy cove base in restrooms 119, 183, and 211/212 and install Schluter trim at the floor to wall transition. No cost change for reduced epoxy labor / added base material.
- c. The Date of Substantial Completion is being extended due to material delivery and workmanship delays, allowing the Contractor's sufficient time to complete the remaining contract work.

The original Contract Sum was	\$ 381,450.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 381,450.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,350.00
The new Contract Sum including this Change Order will be	\$ 391,800.00

The Contract Time will be increased by One Hundred and Twenty (120) days.
The new date of Substantial Completion will be August 28, 2026.

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Signature)

BY: Trevor Huffaker, President
(Architect #2805)

*(Printed name, title, and license
number if required)*

Date

CONTRACTOR (Signature)

Eric Klein, Vice President

(Printed name and title)

Date

OWNER (Signature)

Michael Schmitz, President
Board of City Commission

(Printed name and title)

Date

ATTEST:

DATE: _____

NAME & TITLE:

Jason Tomanek, City Administrator

DEPARTMENT

City Department	Public Works - Service		
Contractor/Consultant	Northern Plains Plumbing and Heating, Inc		
Contract Number	2025-58	Change Order Number	2
Project Number	See Below	Amendment Date	6/2/2026
Project Description	Mechanical/Plumbing Contract for Library Restroom Reno		
Original Contract Amount	\$ 321,950.00	*Contract + Contingency	\$ -
Previous Contract Amount	\$ 329,010.00		
Amendment Amount	\$ 680.00		ACTION REQUIRED SEE BELOW
Proposed Contract Amount	\$ 329,690.00	EXCEEDS CONTINGENCY	
Within Project Scope	YES	Within Project Funding	YES
Original Completion Date	4/30/2026	Change in Completion Date	NO
Revised Completion Date	8/28/2026	120 Day Time Extension	
Type of Change Order	Design-related		

Description:

Project: BLDGCONST.BLDGI.2024LBRYRSTRMS

CO2: Northern Plains P & H - Extend end date to 8.28.2026 and City will add 45 days to end date to accomodate walk-thru and payment of final invoice. End date for COB New World System *10/13/2026.

a. Replace seized cold supply valve at water heater – Add 680.00 (Added Scope, Unknown Condition)

The Date of Substantial Completion is being extended due to material delivery and workmanship delays, allowing the Contractor's sufficient time to complete the remaining contract work.

Project Manager Signature

(≤\$25,000, ≤7 Calendar Day time extension)

Date

SIGN HERE

Department Head Signature

(≤\$50,000, ≤30 Calendar Day time extension)

Steve Salwei, PW Service Ops Director Date

SIGN HERE

ADMINISTRATION

City Administrator Signature

(≤\$100,000, ≤60 Calendar Day time extension)

Jason Tomanek Date**COMMISSION APPROVAL**

Commission Approval Date

6/9/2026COMMISSION APPROVAL
REQUIRED**FISCAL**



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Change Order

PROJECT: *(Name and address)*
Bismarck Veterans Memorial Public
Library
515 North 5th Street
Bismarck, North Dakota 58501

CONTRACT INFORMATION:
Contract For: Mech/Plumbing Scope
Date: 07-22-2025

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 06-02-2026

OWNER: *(Name and address)*
City of Bismarck

PO Box 5503
Bismarck, North Dakota 58506

ARCHITECT: *(Name and address)*
EngTech, LLC

4207 Boulder Ridge Rd, Ste 225
Bismarck, North Dakota 58503

CONTRACTOR: *(Name and address)*
Northern Plains Plumbing and Heating,
Inc
2510 Vermont Avenue
Bismarck, North Dakota 58504

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- a. Replace seized cold supply valve at water heater – Add 680.00 (Added Scope, Unknown Condition)

The Date of Substantial Completion is being extended due to material delivery and workmanship delays, allowing the Contractor's sufficient time to complete the remaining contract work.

The original Contract Sum was	\$ 321,950.00
The net change by previously authorized Change Orders	\$ 7,060.00
The Contract Sum prior to this Change Order was	\$ 329,010.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 680.00
The new Contract Sum including this Change Order will be	\$ 329,690.00

The Contract Time will be increased by One Hundred Twenty (120) days.
The new date of Substantial Completion will be August 28, 2026.

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*

BY: Trevor Huffaker, President, (ND
Architect #2805)

*(Printed name, title, and license
number if required)*

Date

CONTRACTOR *(Signature)*

Kevin Weigel, President
(Printed name and title)

Date

OWNER *(Signature)*

Michael Schmitz, President
Board of City Commission
(Printed name and title)

Date CITY OF BISMARCK
ATTEST:
DATE: _____

NAME & TITLE:

Jason Tomanek, City Administrator

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User Notes:

(6a1ed61d8557312db20551a8)

DEPARTMENT

City Department	Public Works - Service		
Contractor/Consultant	RK Electric		
Contract Number	2025-61	Change Order Number	2
Project Number	See Below	Amendment Date	6/2/2026
Project Description	Mechanical Contract for Library Restroom Reno		
Original Contract Amount	\$ 72,100.00	*Contract + Contingency	\$ -
Previous Contract Amount	\$ 73,695.00		
Amendment Amount	\$ 2,417.50		#VALUE!
Proposed Contract Amount	\$ 76,112.50	EXCEEDS CONTINGENCY	
Within Project Scope	YES	Within Project Funding	YES
Original Completion Date	4/30/2026	Change in Completion Date	NO
Revised Completion Date	8/28/2026*	#VALUE! #VALUE!	
Type of Change Order	Design-related		

Description:

Project: BLDGCONST.BLDGI.2024LBRYRSTRMS

CO2: RK Electric - Extend end date to 8.28.2026. City will add 45 days to end date to accommodate walk-thru and payment of final invoice. End date for COB New World System *10/13/2026. Increase for CO2: \$2,417.50.

- a. RFI-EC-06 Mens 136 Light Conflict; Add \$1,147.50
- b. RFI-EC-07 Change Fire Alarm Device; Add \$250.00
- c. RFI-EC-13 Relocate outlet for serviceability; Add \$275.00
- d. RFI-EC-14 Add Fire Alarm Devices; Add \$745.00
- e. The Date of Substantial Completion is being extended due to material delivery and workmanship delays, allowing the Contractor's sufficient time to complete the remaining contract work.

Project Manager Signature

(≤\$25,000, ≤7 Calendar Day time extension)

Date

SIGN HERE

Department Head Signature

(≤\$50,000, ≤30 Calendar Day time extension)

Steve Salwei, PW Service Ops Director

Date

#VALUE!**ADMINISTRATION**

City Administrator Signature

(≤\$100,000, ≤60 Calendar Day time extension)

Jason Tomanek

Date

#VALUE!**COMMISSION APPROVAL**

Commission Approval Date

6/9/2026**#VALUE!****FISCAL**



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Change Order

PROJECT: *(Name and address)*
Bismarck Veterans Memorial Public
Library
515 North 5th Street
Bismarck, North Dakota 58501

CONTRACT INFORMATION:
Contract For: Electrical Scope
Date: 07-22-2025

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 06-02-2026

OWNER: *(Name and address)*
City of Bismarck
PO Box 5503
Bismarck, North Dakota 58506

ARCHITECT: *(Name and address)*
EngTech, LLC
4207 Boulder Ridge Rd, Ste 225
Bismarck, North Dakota 58503

CONTRACTOR: *(Name and address)*
RK Electric, LLC
4100 Centurion Drive
Bismarck, North Dakota 58504

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- a. RFI-EC-06 Mens 136 Light Conflict; Add \$1,147.50
- b. RFI-EC-07 Change Fire Alarm Device; Add \$250.00
- c. RFI-EC-13 Relocate outlet for serviceability; Add \$275.00
- d. RFI-EC-14 Add Fire Alarm Devices; Add \$745.00
- e. The Date of Substantial Completion is being extended due to material delivery and workmanship delays, allowing the Contractor's sufficient time to complete the remaining contract work.

The original Contract Sum was	\$	72,100.00
The net change by previously authorized Change Orders	\$	1,595.00
The Contract Sum prior to this Change Order was	\$	73,695.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,417.50
The new Contract Sum including this Change Order will be	\$	76,112.50

The Contract Time will be increased by One Hundred and Twenty (120) days.
The new date of Substantial Completion will be August 28, 2026.

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CITY OF BISMARCK
ATTEST:

DATE: _____

NAME & TITLE:

Jason Tomanek, City Administrator

ARCHITECT *(Signature)*

BY: Trevor Huffaker, President,
(Architect #2805)

*(Printed name, title, and license
number if required)*

Date

CONTRACTOR *(Signature)*

Randy Koch, President
(Printed name and title)

Date

OWNER *(Signature)*

Michael Schmitz, President
Board of City Commission

(Printed name and title)

Date



Public Works Utility Operations

DATE: June 9, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: Apex Engineering - Task Order No. 8

REQUEST:

Task Order No. 8 with Apex Engineering for Collection System Master Planning.

STRATEGIC FOCUS AREA:

Infrastructure and Development: The City of Bismarck recognizes that robust, resilient, and forward-thinking infrastructure is fundamental to the community's well-being, economic vitality, and quality of life. As our city continues to grow and evolve, it is essential to develop and maintain facilities, systems, policies and practices that not only meet today's demands but also anticipate future needs.

Goal Three: Prioritize infrastructure improvements using data-driven analysis to ensure effective allocation of resources.

BACKGROUND INFORMATION:

The City of Bismarck wastewater collection system is organized into five major sewersheds served by large regional lift stations. Previous collection system master planning efforts were completed in 1978 and 2001. Since that time, selected sewersheds, particularly Pioneer Park (2016) and Hay Creek (2018), have undergone additional planning to support development. However, other critical areas, including the Washington Street/Downtown sewershed, have not been evaluated in detail for over two decades. Portions of the system have aged, and new infrastructure has been added without a comprehensive, system-wide evaluation. This effort provides an opportunity to build on existing knowledge, develop a more unified understanding of system performance, and plan efficient infrastructure to support future development. This work will establish a foundation for phased, master planning and support coordinated capital improvement planning and long-term decision-making for the Collection System. The amount of the task order is \$348,608, and it is attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve Task Order No. 8 with Apex Engineering for Collection System Master Planning.

STAFF CONTACT INFORMATION:

Michael Mart, Public Works Utility Operations Director, 701-355-1704, mmart@bismarcknd.gov

ATTACHMENTS:

1. Task Order 8, Coll. Master Planning

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 8,
consisting of 12 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated April 9th, 2024 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: June 9th, 2026
- b. Owner: City of Bismarck
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): Collection System Master Planning
- e. Specific Project (description): Engineering services related to Wastewater Collection System Master Planning.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Described in Attachment 1 to Task Order 8

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement subject to the following: Additional project specific Owner Responsibilities are detailed in Attachment 1 to Task Order 8.

4. Task Order Schedule

The parties shall meet the following schedule: As described in Attachment 1 to Task Order 8.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
- a. The Engineer's Standard Hourly Rates as detailed in Attachment 2 to Task Order 8, adjusted annually.
 - b. The Engineer's Reimbursable Expenses as detailed in Attachment 2 to Task Order 8, adjusted annually.
 - c. Other invoiced external reimbursable expenses multiplied by a factor of 1.1.

Collection System Master Planning	Amount	Basis of Compensation
Project Management		
Data Collection and Field Investigation		
Capacity Assessment		
Master Planning		
TOTAL COMPENSATION	\$348,608	Hourly Not To Exceed (HNTE)

B. Compensation shall not exceed the total compensation amount unless approved in writing by the Owner.

C. The terms of payment are set forth in the Agreement.

6. Attachments:

- a. Attachment 1 to Task Order 8, Scope of Services
- b. Attachment 2 to Task Order 8, Standard Hourly Rates and Reimbursable Expenses.

7. Other Documents Incorporated by Reference: None

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Signature: _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER:

By: Mike Berg, PE

Signature: 

Title: Vice President

Date Signed: 6/1/26

Address for giving notices:

Apex Engineering Group, Inc.

600 S. 2nd St., Ste 145

Bismarck, ND 58504

Attn: Mike Berg

Attachment 1 to Task Order 8

Scope of Services

Collection System Master Planning

City of Bismarck

May 26, 2026

Task No.	Description
1	Project Management
2	Data Collection and Field Investigation
3	Capacity Assessment
4	Master Planning

Project Background

The City of Bismarck wastewater collection system is organized into five major sewersheds served by large regional lift stations (LS) —Washington Street Master LS (includes downtown Bismarck), South 26th Street LS, Hay Creek LS, Pioneer Park LS, and Wachter Avenue Master LS—along with a number of smaller sewersheds served by localized lift stations in the south part of the City.

Previous collection system master planning efforts were completed in 1978 and 2001. Since that time, selected sewersheds—particularly Pioneer Park (2016) and Hay Creek (2018) —have undergone additional planning to support development. However, other critical areas, including the Washington Street/Downtown sewershed, have not been evaluated in detail for over two decades. Portions of the system have aged, and new infrastructure has been added without a comprehensive, system-wide evaluation. This effort provides an opportunity to build on existing knowledge, develop a more unified understanding of system performance, and plan efficient infrastructure to support future development.

Several key drivers are guiding this Phase 1 master planning effort. Continued growth in south Bismarck has resulted in a collection system that has developed in a piecemeal, development-driven manner, leading to a concentration of smaller lift stations that require ongoing operations and maintenance. While existing infrastructure in this area will continue to be utilized, this effort provides an opportunity to better understand the current system and guide more coordinated and efficient system development moving forward.

Based on these drivers, this phase focuses on two primary areas. The Washington Street/Downtown sewershed is being prioritized due to its age, critical importance, and lack of an existing hydraulic model, making it a high-consequence area for improved capacity and performance evaluation. A skeletal system model will also be developed for the areas currently served by the Sante Fe and Paradise Valley lift stations to support evaluation of efficient long-term plans to accommodate future development in south Bismarck.

Existing Pioneer Park and Hay Creek models will be incorporated into a unified framework, creating a scalable model for future phases.

Project Goals

The goal of this project is to improve understanding of system performance, identify capacity limitations, and support planning of future improvements. This work will also establish a foundation for phased, master planning and support coordinated capital improvement planning and long-term decision-making.

Study Areas

For purposes of this scoping document the following areas are defined.

Washington St. Master Lift Station Sewershed (Washington St.) – all contributing areas to this facility including Pioneer Park LS sewershed.

Downtown Sub-Sewershed (Downtown) – that portion of WSMLS that contributes to the trunk sewer running east/west under Main Ave. in downtown Bismarck.

South Service Area (SSA) – the undeveloped areas of South Bismarck and the following lift stations that might service parts of this area in the future:

Sante Fe Lift Station

Paradise Valley Lift Stations (2)

Airport Lift Station

For purposes of this scoping document, listed tasks are for the defined areas above unless noted differently. Skeletal models are defined as incorporating 10” and larger gravity sewers

Task No. 1.0 – Project Management

Objective:

Management of engineers and technicians through all phases of the project, including contract administration and coordination of quality assurance and quality control. Gather background information and data. Provide point of contact for City of Bismarck.

Activities:

1. Review and execute contract between the City of Bismarck and Apex Engineering Group (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between the City of Bismarck and Apex.

City of Bismarck Responsibilities:

- ✓ Execute contract between Bismarck and Apex.
- ✓ Attend project meetings as deemed necessary.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with Bismarck in a timely manner.
- ✓ Conduct project meetings as deemed necessary.
- ✓ Communicate with Bismarck on project updates and schedule.

Task No. 2.0 –Field Investigation

Objective:

The objective of this task is to collect flow data in the collection system and at selected lift stations during dry weather and wet weather conditions. This task begins with collecting updated GIS data and plans on the collection systems and delineating sewersheds. This task also includes field verifying key manhole depths in the downtown area and critical manholes that impact the accuracy of the hydraulic model such as overflow manholes and split flow manholes.

Work performed in all areas defined in ‘Study Areas’ above unless noted otherwise.

Activities:

1. Collect GIS data on the collection system infrastructure including selected plans.
 - Data verification workshop with Public Works staff
2. Sewershed and sub-sewershed delineation
 - Downtown
3. Field manhole investigations
 - Downtown
 - Overflow and split manholes
 - Gravity sewer tees, crosses, and end points.
4. Lift station site visits
 - Sante Fe
 - Airport
 - Paradise Valley
 - Pioneer park
5. Rent and install flow meters for 6 selected manholes. Planned 90 day rental period.
 - Downtown 3
 - Jackman Coulee 1
 - Pioneer Park 1
 - Washington St. Master LS 1
6. Rent and install two pump station monitors
 - Sante Fe
 - Airport
7. Rent and install 1 logging rain gauge.
8. Removal of flow meters, monitor, & rain at the end of the flow metering period.
9. Draft Data Collection and Field Investigation Technical Memorandum

City of Bismarck Responsibilities:

- ✓ Provide requested information in a timely manner.
- ✓ Traffic Control assistance with manhole inspection and verification work.
- ✓ Field install flowmeters with surface guidance from Apex and the flowmeter manufacturer’s representative.

- ✓ Removal and shipment of flowmeters, pump station monitor, and rain gauge at the end of the flow monitoring period.
- ✓ Review and comment on Draft Data Collection and Field Investigation Technical Memorandum

Apex Responsibilities and Deliverables:

- ✓ Gather, organize, review and return (if applicable) background information.
- ✓ Conduct review meeting with City staff.
- ✓ Contract and coordinate with flow meter contractor.
- ✓ Field investigation of manholes and lift stations
- ✓ Data collection and management
- ✓ Draft Data Collection and Field Investigation Technical Memorandum

Task No. 3.0 – Capacity Assessment

Objective:

The objective of this task is to develop a collection system model based on the City's GIS system, original design plans, and field measurements of key manhole inverts. The hydraulic model will be calibrated with the actual flows and I/I response to groundwater and wet weather conditions. The hydraulic model will be run at design events to determine the existing capacities and to identify existing capacity deficiencies.

Activities:

1. Collection system model development
 - a. Downtown – complete
 - b. Washington St. – skeletal, including existing skeletal model of Pioneer Park
 - i. Does not include modeling of the other contributing lift stations (Merrywether's, River Road, Memorial, Southwood, Billings & Reno and 9th & Expressway)
 - c. South Service Area – skeletal
2. Assessment of dry weather flows.
3. Evaluation of rain events.
4. Determination of rain event response at the flow meter locations.
5. Calibration of model to dry and wet weather events.
6. Establishment of Sewer Design Criteria.
7. Assessment of system capacities and deficiencies
8. Capacity Assessment Technical Memorandum

City of Bismarck Responsibilities:

- ✓ Attend scheduled review meeting.
- ✓ Review and comment on the Flow Monitoring and Model Calibration Technical Memorandum.

Apex Responsibilities and Deliverables:

- ✓ Conduct meeting with City to review the model and the technical memorandum.

- ✓ Deliver draft and final versions of the Capacity Assessment Technical Memorandum.

Task No. 4.0 – Collection System Master Plan

Objective:

The objective of this task is to provide a 20-year master and capital improvements plan. The plans will include an evaluation of performance, capacity, and recommendations for future improvements. The plans will also document and incorporate previous planning work for the other areas of the system (those not studied in this project) so that the City has a comprehensive planning document and maps for future improvements and system growth.

Activities:

1. Review of proposed growth areas
 - a. South Service Area
 - b. Pioneer Park LS Sewershed
2. Development of future land use flow contributions
 - a. South Service Area
 - b. Pioneer Park LS Sewershed
3. Develop proposed expansions and improvements to the collection/conveyance system
4. Perform hydraulic analysis of future peak wet weather conditions
5. Establish lift station firm capacities and size force mains to convey the peak flow rates
6. Prepare detailed tabulations of future sewer pipe, lift stations, and force mains.
7. Prepare map(s) of current and future collection/conveyance system
 - a. Including work performed in previous City planning projects
8. Prepare planning level cost estimates for future improvements
9. Develop a Capital Improvements Plan (CIP)
 - a. For areas not evaluated in this study, the cost estimates from the previous planning projects will be indexed for inflation and included in the CIP.
10. Develop a summary report

City of Bismarck Responsibilities:

- ✓ Attend scheduled coordination and review meetings.
- ✓ Review Technical Memoranda
- ✓ Review “draft” Master Plan

Apex Responsibilities and Deliverables:

- ✓ Prepare Draft Master Plan
- ✓ Provide an executive summary of the report and plan for the City Commission.
- ✓ Present the report and plan to the City Commission.

Project Schedule

<u>Task/Activity</u>	<u>Date (Week of)</u>
- Execute Agreement for Engineering Service	June 9 th , 2026
- Flowmeter Installation	June 15 th , 2026
- Data Collection and Field Investigation Technical Memorandum	October 15, 2026
- Draft Capacity Assessment Technical Memorandum	December 15, 2026
- Draft Master Plan	February 15, 2027

2026 Rate Schedule

Classification	Hourly Rate
Principal Engineer	\$260
Senior Engineer II	\$247
Senior Engineer I	\$235
Lead Engineer	\$220
Lead Structural Bridge Engineer	\$220
Design Engineer II	\$204
Design Engineer I	\$190
Project Engineer	\$169
Graduate Engineer	\$155
Senior Environmental Engineer	\$250
Lead Environmental Engineer	\$225
Environmental Engineer	\$208
Graduate Environmental Engineer	\$166
Survey Manager	\$209
Sr. Survey Crew Chief	\$196
Survey Crew Chief	\$183
Surveyor II	\$157
Surveyor I	\$131
Survey Technician	\$123
Operations Specialist	\$209
Lead Environmental Planner	\$200
Environmental Planner	\$159
Right-of-Way Specialist	\$192
Lead Infrastructure Funding Specialist	\$186
Senior Engineering Technician	\$168
Lead Engineering Technician	\$152
Engineering Technician III	\$134
Engineering Technician II	\$127
Engineering Technician I	\$116
GIS Coordinator	\$175
GIS Analyst II	\$140
GIS Analyst I	\$134
GIS Technician	\$134
Support Staff III	\$137
Support Staff II	\$126
Support Staff I	\$119

Reimbursable Expenses:

Outside Consultant	Cost * \$1.15
Car/Standard Vehicle	\$ IRS Rate/Mile
Survey Vehicle	\$1.00/Mile
4WD Pickup	\$0.75/Mile
Field Vehicle	\$110/Day
All-Terrain Vehicle	\$100/Day
UAS Survey Grade Mapping Drone	\$50/Hour
Meals (Per Diem)	\$45/Day
Lodging	At Cost
Field Supplies	At Cost
Printing: 8 ½ x 11 – color or b/w	\$.10/Each
11 x 17 – color or b/w	\$.15/Each
Wide Format – color or b/w	\$0.35/ft ²



Administration Department

DATE: June 9, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Bus Voucher Recommendation

REQUEST:

Consider the request from the Bis-Man Transit Board to establish a Bus Voucher Program.

BACKGROUND INFORMATION:

At the February 24, 2026, Bismarck City Commission meeting, Ministry on the Margins submitted a request to utilize a portion of the public transit sales tax funding to purchase CAT bus passes. The City Commission requested that Bis-Man Transit facilitate a voucher program. The Transit Board discussed this at its March Board meeting. The topic was tabled until the May Board meeting. The Bis-Man Transit Finance Committee met with Mayor Schmitz on May 7, 2026, to discuss the Transit Board's concerns regarding facilitating the program. The following items were discussed:

- Bis-Man Transit will request that the \$5,000 of the sales tax funding be used by the City of Bismarck to purchase fixed-route bus passes.
- The City/City Commission will determine which agencies are approved to apply for the passes.
- Agencies receiving the passes are responsible for tracking and reporting requested data to the City.
- Bis-Man Transit will act as the facilitator of distributing the pre-purchased passes, but will not be responsible for determining the approved agencies, trip purposes, ticket limits, etc.

Bis-Man Transit will serve as the program facilitator by distributing the pre-purchased passes in accordance with City Commission direction. Bis-Man Transit will not be responsible for determining agency eligibility, trip purposes, pass limits, or other program rules.

RECOMMENDED CITY COMMISSION ACTION:

The Bis-Man Transit Board recommends that the Bismarck City Commission authorize the use of \$5,000 in public transportation sales tax funding for the purchase of CAT fixed-route bus passes.

Upon approval, the City Commission will determine participating agencies, establish eligibility criteria, define usage parameters, and outline reporting requirements associated with the

program. Agencies receiving passes will be responsible for tracking distribution and providing any required data to the City.

STAFF CONTACT INFORMATION:

Douglas Wiles, Assistant City Administrator, 701-355-1300, dwiles@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: June 9, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Vision Fund Application - Maximized Chiropractic

REQUEST:

Consider the recommendation from the Vision Fund Committee to support a Flex PACE program interest buy-down for Maximized Chiropractic.

BACKGROUND INFORMATION:

Maximized Chiropractic proposes a \$2.2 million project to acquire and renovate the property at 1720 Burnt Boat Drive, transforming it into a comprehensive Family Wellness Destination. The project includes a Flex PACE community buy-down request of \$107,692.36. The 15,788 sq. ft. building will be immediately occupied at over 50 percent, with full build-out planned over the next five years. A \$500,000 capital investment will revitalize the aging property, evenly divided between a \$250,000 interior medical build-out and a \$250,000 exterior renovation. Maximized Chiropractic adds value to the community by integrating chiropractic care, lactation services, massage therapy, and a new occupational and physical therapy division into a unified family-focused model. This approach reduces multiple visits for families, improves care coordination, and enhances outcomes. Since opening in 2013, the clinic has experienced consistent growth and has earned multiple “best of” awards over the past six years.

Economic Impact on Bismarck

- **Job Creation:** The expansion will generate new high-quality healthcare positions, including additional therapists and chiropractors, increasing local tax revenue.
- **Capital Investment:** Improvements to a prominent corridor property will boost curb appeal, support local contractors, and positively influence surrounding property values.
- **Importing New Money:** The specialized pediatric and family wellness model draws patients from outside Bismarck, increasing spending at local businesses.

The Vision Fund Committee recommended approval of the project on May 28, 2026.

RECOMMENDED CITY COMMISSION ACTION:

Consider approval of the request from the Vision Fund Committee to support a Flex PACE program interest buy-down for Maximized Chiropractic, structured as a loan for up to \$107,692.36.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Maximized Chiropractic Application
2. Flex Pace Scoring Sheet
3. Draft Buydown - Maximized



BISMARCK VISION FUND APPLICATION

(03-2025)

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.

GENERAL CONTACT INFORMATION		
Business Name: Maximized Chiropractic		FOR INTERNAL USE ONLY
Borrower's Name: (If Different Than Business Name)		Date Received:
Business Address: 1680 E Capitol Ave		Date to Vision Fund Committee:
City: Bismarck	State: ND	Zip Code: 58501
Project Address: 1720 Burnt Boat Dr		Date Commission Approved:
City: Bismarck	State: ND	Zip Code: 58503
Contact: Alex Coleman		Other:
Business Phone Number: 701-751-6000 Cell Number: 701-426-3823		
Federal Tax ID Number: 46-2923243		
E-Mail: dralex@maximizedchiro.com		
Date Business Established: 2013		
Amount Vision Fund Funds Requested:		
FINANCIAL INFORMATION		
Total Project Cost: \$2.2M		Owner's Equity: \$220k
PURPOSE OF REQUEST		
☐ New Business ☐ Business/Equipment Updates ☒ Business Expansion ☐ Other:		
BUSINESS OWNERSHIP INFORMATION		
Ownership Structure ☐ Sole Proprietorship ☐ Partnership ☒ Limited Liability Corporation ☐ Public Corporation ☐ Other:		
Key Owner Names (List all with a 20% interest or more) Alex Coleman _____ _____ _____ _____ _____	% Ownership 100 _____ _____ _____ _____ _____	Social Security Number - - - - - - - - - -
Key Management Name/ Phone Number _____ _____ _____ _____ _____	Titles _____ _____ _____ _____ _____	



BISMARCK VISION FUND APPLICATION

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: 9	Avg. Salary: \$50k	Part-Time: 2	Avg. Salary: \$10k
3-Year Projection	Full-Time: 17	Avg. Salary: \$75K	Part-Time: 4	Avg. Salary: \$15k
5-Year Projection	Full-Time: 20	Avg. Salary: \$85K	Part-Time: 4	Avg. Salary: \$15k
How many jobs will this project create?	Full-Time: 6 in 2-3 years, 10-15 in 5		Part-Time: 2	
Average salary of new jobs?	Full-Time: \$75k		Part-Time: \$15k	
COMPANY INFORMATION				
Has the company or any of the principals ever been involved in bankruptcy? ☐ Yes ☒ No				
Plant/Facilities/Office Locations: 1				
Current Employees	Full-Time: 9	Avg. Salary: \$50k	Part-Time: 2	Avg. Salary: \$10k
Briefly outline employee benefits provided:				
PTO, mat leave, chiropractic care for entire family, amenities usage				

SOURCES

USES

	Bismarck Vision Fund Amount	Bank Amount	Equity Amount	Other Amount	Total Amount
Land Acquisition	\$	\$ 1.1MM	\$ 220M	\$ 880M	\$ 2.2 MM
Acquisition of/or improvements to building	\$	\$	\$	\$	\$
Acquisition of machinery or equipment	\$	\$	\$	\$	\$
Inventory Purchased	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
TOTALS:	\$	\$ 1.1MM	\$ 220M	\$ 880M	\$ 2.2 MM
PACE/FLEX PACE Buydown	\$ 107	\$	\$	\$ X of BND	\$ Total F Pace



BISMARCK VISION FUND APPLICATION

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.

PROJECT INFORMATION

Please provide a summary of the project.

We are hoping to acquire 1720 Burnt Boat Drive to transition into a comprehensive "Family Wellness Destination" featuring a newly established Occupational and Physical Therapy division, and expanding our existing lactation, family chiropractic, and massage therapy departments. The building is 15,788 sq ft. We will occupy over 50% of the building immediately and will expand into the other areas of the building over the next 5 years as expansion continues. To house this expansion and revitalize the aging property, we are executing a \$500,000 capital investment. This is split evenly between a \$250,000 interior medical build-out and a \$250,000 exterior renovation.

Describe what your company does to add value to your product, process or service.

We add value by transforming a standard boring clinical visit into a deeply integrated, community-focused support system. We empower our patients to make informed choices for their entire family. We don't just provide alternative health care, our patients become a part of our "Maximized Family". By focusing on support, empowerment, education, and community we have maintained consistent growth since our beginning in 2013. We are wanting to add even more value to our patients by adding the new therapy division. This will lead to less office visits for busy families, more congruent care, and greater results for families. Our commitment to the patient experience has directly translated to a superior service. This has been recognized by earning "best of" awards for many categories for the last 6 years.

Describe the economic impact this project will have on the city of Bismarck.

High quality job creation: This expansion will create many new jobs for a high-demand pediatric population. Over time, the expansion will include more therapists (PT, OT, ST) and chiropractors. These jobs will bring in more tax revenue for the city.

Direct capital investment: We are injecting \$500k into an aging building on a main artery street. This will enhance the curb appeal and elevate the surrounding property values. This significant construction supports local contractors and will also result in more tax revenue.

Importing "new money" to Bismarck: Because our integrated pediatric and family wellness model is highly specialized, we actively draw in new patients from outside our city limits. This acts as an economic driver, bringing out-of-town families into Bismarck who then spend money on local dining, fuel, and retail.

Has or will this project receive any other incentive?
If yes, please explain.

☐ Yes ☒ No

Please attach a brief (no more than two pages) description of business, trade area served, kind of jobs to be created, and any other information that may help describe this project and demonstrate eligibility criteria are met.



BISMARCK VISION FUND APPLICATION - FORM 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 business plan to include two (2) years pro forma financial statements. (Only for New Business Ventures)
- B. 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.

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.

FOR INTERNAL USE ONLY
Borrower: Maximized Chiropractic
Use of Funds: Flex PACE Community Match
Amount: 107,962
Interest Rate: 1.75%
Term: 79 months
Fees: 1%
Security Requirement: N/A
Personal/Corporate Guaranty: N/A
Payment Term: Up to 300 months, starting after the term of the loan
Payment: 7318.34
Estimated Closing Date:



BISMARCK VISION FUND APPLICATION

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

Applicant/Business Owner

5-14-26

Date

Date



City of Bismarck FLEX PACE Application Scoring Matrix

****This scoring system is ONE aspect of the evaluation process for a project. It is NOT the sole determiner. The final decision is left to the discretion of the committee. ****

Applicant Name:

Wild Properties, LLC

Please use the following when scoring each application. Applicant can score up to 14 points.

1. Is 50% of the ownership from investors that live within 50 miles of the city of Bismarck?

Up to 1 point

☐ No 0 points

☒ Yes 1 point

Total Points 1

2. Will project financing be provided by a financial institution with a physical location in the city of Bismarck?

Up to 1 point

☐ No 0 points

☒ Yes 1 point

Total Points 1

3. How many Full Time Equivalent Employees will this project create? *Up to 3 points*

- ☐ No Additional Employees 0 points
- ☐ 1-7 1 point
- ☒ 8-14 2 points
- ☐ 15+ 3 points

Total Points 2

4. What is the average wage, as compared to the Bismarck Mandan MSA average wage from JSND, for the new Full Time Equivalent Employees this project will create? *Up to 2 points*

- ☐ Below Average 0 points
- ☒ Avg – 120% 1 point
- ☐ 121% or more 2 points

Total Points 1

5. What is the cost of property and equipment acquired or contributed to the project?

Up to 3 points

- ☐ \$0 - \$100,000 0 points
- ☐ \$100,001 – 750,000 1 point
- ☐ \$750,001 – 1,500,000 2 points
- ☒ \$1,500,001 + 3 points

Total Points 3

6. How much additional revenue will the project have the opportunity to generate for the business? (Based on Year 1-3 Average. Projections required.)

Up to 2 points

- ☐ 0% – 10% OR Startup 0 points
- ☐ 11% – 20% 1 point
- ☒ 21% + 2 points

Total Points 2

7. Is the project providing an unmet or under-met need in the city of Bismarck? (Please provide narrative.) Up to 1 point

☐ No 0 points
☒ Yes 1 point
Total Points 1

8. Has the applicant or majority owner used a local business incentive program either in the current project or in the last 5 years? (i.e., Vision Fund, Property Tax Exemption, Renaissance Zone, etc.) If yes, please provide explanation. Up to 1 point

☐ Yes 0 points
☒ No 1 point
Total Points 1

Total Overall Points Scored 12

Unlikely	Minimal	Adequate	More Likely
7 or less	8 - 9	10 - 11	12 - 14

ADDITIONAL INFORMATION:

Is the city providing infrastructure costs over max local match for Flex PACE? If yes, please provide narrative.

☐ Yes
 ☒ No

If financing real estate, is the project at least 51% applicant occupied real estate?

☒ Yes
 ☐ No

Applicant Signature: [Signature] Date: 5-14-26
 BMCEDC Staff Signature: [Signature] Date: 05/08/26

****This scoring system is ONE aspect of the evaluation process for a project. It is NOT the sole determiner. The final decision is left to the discretion of the committee. ****

Exhibit A: Maximized Chiropractic

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	307692.36
BND BUYDOWN AMOUNT	200000.00
COMMUNITY BUYDOWN AMT	107692.36
PRESENT VALUE BND	183457.38
PRESENT VALUE COMMUNITY	98784.80
CREATED DATE	3/11/2026
PRINCIPAL	\$1,100,000.00
YIELD RATE	6.2500
BORROWING RATE	1.7500
AMORTIZATION	300
PAYMENT	\$7,318.34

Loan without buydown				
#	Payment	Principal	Interest	Balance
1	\$7,318.34	\$1,589.17	\$5,729.17	\$1,098,410.83
2	\$7,318.34	\$1,406.75	\$5,911.59	\$1,097,004.08
3	\$7,318.34	\$1,604.78	\$5,713.56	\$1,095,399.30
4	\$7,318.34	\$1,422.96	\$5,895.38	\$1,093,976.34
5	\$7,318.34	\$1,430.62	\$5,887.72	\$1,092,545.72
6	\$7,318.34	\$1,628.00	\$5,690.34	\$1,090,917.72
7	\$7,318.34	\$1,447.08	\$5,871.26	\$1,089,470.64
8	\$7,318.34	\$1,644.01	\$5,674.33	\$1,087,826.63
9	\$7,318.34	\$1,463.72	\$5,854.62	\$1,086,362.91
10	\$7,318.34	\$1,471.60	\$5,846.74	\$1,084,891.31
11	\$7,318.34	\$2,044.56	\$5,273.78	\$1,082,846.75
12	\$7,318.34	\$1,490.52	\$5,827.82	\$1,081,356.23
13	\$7,318.34	\$1,686.28	\$5,632.06	\$1,079,669.95
14	\$7,318.34	\$1,507.62	\$5,810.72	\$1,078,162.33
15	\$7,318.34	\$1,702.91	\$5,615.43	\$1,076,459.42
16	\$7,318.34	\$1,524.90	\$5,793.44	\$1,074,934.52
17	\$7,318.34	\$1,533.10	\$5,785.24	\$1,073,401.42
18	\$7,318.34	\$1,727.71	\$5,590.63	\$1,071,673.71
19	\$7,318.34	\$1,550.65	\$5,767.69	\$1,070,123.06
20	\$7,318.34	\$1,744.78	\$5,573.56	\$1,068,378.28

Loan with buydown				
#	Payment	Principal	Interest	Balance
1	\$3,193.34	\$1,589.17	\$1,604.17	\$1,098,410.83
2	\$3,062.00	\$1,406.75	\$1,655.25	\$1,097,004.08
3	\$3,204.58	\$1,604.78	\$1,599.80	\$1,095,399.30
4	\$3,073.67	\$1,422.96	\$1,650.71	\$1,093,976.34
5	\$3,079.18	\$1,430.62	\$1,648.56	\$1,092,545.72
6	\$3,221.30	\$1,628.00	\$1,593.30	\$1,090,917.72
7	\$3,091.03	\$1,447.08	\$1,643.95	\$1,089,470.64
8	\$3,232.82	\$1,644.01	\$1,588.81	\$1,087,826.63
9	\$3,103.01	\$1,463.72	\$1,639.29	\$1,086,362.91
10	\$3,108.69	\$1,471.60	\$1,637.09	\$1,084,891.31
11	\$3,521.22	\$2,044.56	\$1,476.66	\$1,082,846.75
12	\$3,122.31	\$1,490.52	\$1,631.79	\$1,081,356.23
13	\$3,263.26	\$1,686.28	\$1,576.98	\$1,079,669.95
14	\$3,134.62	\$1,507.62	\$1,627.00	\$1,078,162.33
15	\$3,275.23	\$1,702.91	\$1,572.32	\$1,076,459.42
16	\$3,147.06	\$1,524.90	\$1,622.16	\$1,074,934.52
17	\$3,152.97	\$1,533.10	\$1,619.87	\$1,073,401.42
18	\$3,293.09	\$1,727.71	\$1,565.38	\$1,071,673.71
19	\$3,165.60	\$1,550.65	\$1,614.95	\$1,070,123.06
20	\$3,305.38	\$1,744.78	\$1,560.60	\$1,068,378.28

Interest Buydown			
#	Int. Buydown	BND (65.00%)	Comm. (35.00%)
1	\$4,125.00	\$2,681.25	\$1,443.75
2	\$4,256.34	\$2,766.62	\$1,489.72
3	\$4,113.76	\$2,673.94	\$1,439.82
4	\$4,244.67	\$2,759.04	\$1,485.63
5	\$4,239.16	\$2,755.45	\$1,483.71
6	\$4,097.04	\$2,663.08	\$1,433.96
7	\$4,227.31	\$2,747.75	\$1,479.56
8	\$4,085.52	\$2,655.59	\$1,429.93
9	\$4,215.33	\$2,739.96	\$1,475.37
10	\$4,209.65	\$2,736.27	\$1,473.38
11	\$3,797.12	\$2,468.13	\$1,328.99
12	\$4,196.03	\$2,727.42	\$1,468.61
13	\$4,055.08	\$2,635.80	\$1,419.28
14	\$4,183.72	\$2,719.42	\$1,464.30
15	\$4,043.11	\$2,628.02	\$1,415.09
16	\$4,171.28	\$2,711.33	\$1,459.95
17	\$4,165.37	\$2,707.49	\$1,457.88
18	\$4,025.25	\$2,616.41	\$1,408.84
19	\$4,152.74	\$2,699.28	\$1,453.46
20	\$4,012.96	\$2,608.42	\$1,404.54

21	\$7,318.34	\$1,568.39	\$5,749.95	\$1,066,809.89
22	\$7,318.34	\$1,576.83	\$5,741.51	\$1,065,233.06
23	\$7,318.34	\$1,955.19	\$5,363.15	\$1,063,277.87
24	\$7,318.34	\$1,595.84	\$5,722.50	\$1,061,682.03
25	\$7,318.34	\$1,788.75	\$5,529.59	\$1,059,893.28
26	\$7,318.34	\$1,614.05	\$5,704.29	\$1,058,279.23
27	\$7,318.34	\$1,806.47	\$5,511.87	\$1,056,472.76
28	\$7,318.34	\$1,632.46	\$5,685.88	\$1,054,840.30
29	\$7,318.34	\$1,641.25	\$5,677.09	\$1,053,199.05
30	\$7,318.34	\$1,832.93	\$5,485.41	\$1,051,366.12
31	\$7,318.34	\$1,659.95	\$5,658.39	\$1,049,706.17
32	\$7,318.34	\$1,851.12	\$5,467.22	\$1,047,855.05
33	\$7,318.34	\$1,678.84	\$5,639.50	\$1,046,176.21
34	\$7,318.34	\$1,687.88	\$5,630.46	\$1,044,488.33
35	\$7,318.34	\$2,240.97	\$5,077.37	\$1,042,247.36
36	\$7,318.34	\$1,709.02	\$5,609.32	\$1,040,538.34
37	\$7,318.34	\$1,898.87	\$5,419.47	\$1,038,639.47
38	\$7,318.34	\$1,728.44	\$5,589.90	\$1,036,911.03
39	\$7,318.34	\$1,917.76	\$5,400.58	\$1,034,993.27
40	\$7,318.34	\$1,748.06	\$5,570.28	\$1,033,245.21
41	\$7,318.34	\$1,757.47	\$5,560.87	\$1,031,487.74
42	\$7,318.34	\$1,946.01	\$5,372.33	\$1,029,541.73
43	\$7,318.34	\$1,777.40	\$5,540.94	\$1,027,764.33
44	\$7,318.34	\$1,965.40	\$5,352.94	\$1,025,798.93
45	\$7,318.34	\$1,797.55	\$5,520.79	\$1,024,001.38
46	\$7,318.34	\$1,807.22	\$5,511.12	\$1,022,194.16
47	\$7,318.34	\$2,349.34	\$4,969.00	\$1,019,844.82
48	\$7,318.34	\$1,829.59	\$5,488.75	\$1,018,015.23
49	\$7,318.34	\$2,016.18	\$5,302.16	\$1,015,999.05
50	\$7,318.34	\$1,850.29	\$5,468.05	\$1,014,148.76
51	\$7,318.34	\$2,036.32	\$5,282.02	\$1,012,112.44
52	\$7,318.34	\$1,871.21	\$5,447.13	\$1,010,241.23
53	\$7,318.34	\$1,881.28	\$5,437.06	\$1,008,359.95
54	\$7,318.34	\$2,066.47	\$5,251.87	\$1,006,293.48
55	\$7,318.34	\$1,902.52	\$5,415.82	\$1,004,390.96
56	\$7,318.34	\$2,087.14	\$5,231.20	\$1,002,303.82
57	\$7,318.34	\$1,924.00	\$5,394.34	\$1,000,379.82
58	\$7,318.34	\$1,934.35	\$5,383.99	\$998,445.47
59	\$7,318.34	\$2,464.79	\$4,853.55	\$995,980.68
60	\$7,318.34	\$1,958.03	\$5,360.31	\$994,022.65
61	\$7,318.34	\$2,141.14	\$5,177.20	\$991,881.51
62	\$7,318.34	\$1,980.09	\$5,338.25	\$989,901.42
63	\$7,318.34	\$2,162.60	\$5,155.74	\$987,738.82
64	\$7,318.34	\$2,002.38	\$5,315.96	\$985,736.44
65	\$7,318.34	\$2,013.16	\$5,305.18	\$983,723.28
66	\$7,318.34	\$2,194.78	\$5,123.56	\$981,528.50
67	\$7,318.34	\$2,035.81	\$5,282.53	\$979,492.69
68	\$7,318.34	\$2,216.82	\$5,101.52	\$977,275.87
69	\$7,318.34	\$2,058.70	\$5,259.64	\$975,217.17
70	\$7,318.34	\$2,069.78	\$5,248.56	\$973,147.39
71	\$7,318.34	\$2,418.81	\$4,899.53	\$970,728.58

21	\$3,178.38	\$1,568.39	\$1,609.99	\$1,066,809.89
22	\$3,184.45	\$1,576.83	\$1,607.62	\$1,065,233.06
23	\$3,456.87	\$1,955.19	\$1,501.68	\$1,063,277.87
24	\$3,198.14	\$1,595.84	\$1,602.30	\$1,061,682.03
25	\$3,337.04	\$1,788.75	\$1,548.29	\$1,059,893.28
26	\$3,211.25	\$1,614.05	\$1,597.20	\$1,058,279.23
27	\$3,349.79	\$1,806.47	\$1,543.32	\$1,056,472.76
28	\$3,224.51	\$1,632.46	\$1,592.05	\$1,054,840.30
29	\$3,230.84	\$1,641.25	\$1,589.59	\$1,053,199.05
30	\$3,368.84	\$1,832.93	\$1,535.91	\$1,051,366.12
31	\$3,244.30	\$1,659.95	\$1,584.35	\$1,049,706.17
32	\$3,381.94	\$1,851.12	\$1,530.82	\$1,047,855.05
33	\$3,257.90	\$1,678.84	\$1,579.06	\$1,046,176.21
34	\$3,264.41	\$1,687.88	\$1,576.53	\$1,044,488.33
35	\$3,662.63	\$2,240.97	\$1,421.66	\$1,042,247.36
36	\$3,279.63	\$1,709.02	\$1,570.61	\$1,040,538.34
37	\$3,416.32	\$1,898.87	\$1,517.45	\$1,038,639.47
38	\$3,293.61	\$1,728.44	\$1,565.17	\$1,036,911.03
39	\$3,429.92	\$1,917.76	\$1,512.16	\$1,034,993.27
40	\$3,307.74	\$1,748.06	\$1,559.68	\$1,033,245.21
41	\$3,314.51	\$1,757.47	\$1,557.04	\$1,031,487.74
42	\$3,450.26	\$1,946.01	\$1,504.25	\$1,029,541.73
43	\$3,328.86	\$1,777.40	\$1,551.46	\$1,027,764.33
44	\$3,464.22	\$1,965.40	\$1,498.82	\$1,025,798.93
45	\$3,343.37	\$1,797.55	\$1,545.82	\$1,024,001.38
46	\$3,350.33	\$1,807.22	\$1,543.11	\$1,022,194.16
47	\$3,740.66	\$2,349.34	\$1,391.32	\$1,019,844.82
48	\$3,366.44	\$1,829.59	\$1,536.85	\$1,018,015.23
49	\$3,500.78	\$2,016.18	\$1,484.60	\$1,015,999.05
50	\$3,381.34	\$1,850.29	\$1,531.05	\$1,014,148.76
51	\$3,515.29	\$2,036.32	\$1,478.97	\$1,012,112.44
52	\$3,396.41	\$1,871.21	\$1,525.20	\$1,010,241.23
53	\$3,403.66	\$1,881.28	\$1,522.38	\$1,008,359.95
54	\$3,536.99	\$2,066.47	\$1,470.52	\$1,006,293.48
55	\$3,418.95	\$1,902.52	\$1,516.43	\$1,004,390.96
56	\$3,551.88	\$2,087.14	\$1,464.74	\$1,002,303.82
57	\$3,434.42	\$1,924.00	\$1,510.42	\$1,000,379.82
58	\$3,441.87	\$1,934.35	\$1,507.52	\$998,445.47
59	\$3,823.78	\$2,464.79	\$1,358.99	\$995,980.68
60	\$3,458.92	\$1,958.03	\$1,500.89	\$994,022.65
61	\$3,590.76	\$2,141.14	\$1,449.62	\$991,881.51
62	\$3,474.80	\$1,980.09	\$1,494.71	\$989,901.42
63	\$3,606.21	\$2,162.60	\$1,443.61	\$987,738.82
64	\$3,490.85	\$2,002.38	\$1,488.47	\$985,736.44
65	\$3,498.61	\$2,013.16	\$1,485.45	\$983,723.28
66	\$3,629.38	\$2,194.78	\$1,434.60	\$981,528.50
67	\$3,514.92	\$2,035.81	\$1,479.11	\$979,492.69
68	\$3,645.25	\$2,216.82	\$1,428.43	\$977,275.87
69	\$3,531.40	\$2,058.70	\$1,472.70	\$975,217.17
70	\$3,539.38	\$2,069.78	\$1,469.60	\$973,147.39
71	\$3,790.68	\$2,418.81	\$1,371.87	\$970,728.58

21	\$4,139.96	\$2,690.97	\$1,448.99
22	\$4,133.89	\$2,687.03	\$1,446.86
23	\$3,861.47	\$2,509.96	\$1,351.51
24	\$4,120.20	\$2,678.13	\$1,442.07
25	\$3,981.30	\$2,587.84	\$1,393.46
26	\$4,107.09	\$2,669.61	\$1,437.48
27	\$3,968.55	\$2,579.56	\$1,388.99
28	\$4,093.83	\$2,660.99	\$1,432.84
29	\$4,087.50	\$2,656.88	\$1,430.62
30	\$3,949.50	\$2,567.18	\$1,382.32
31	\$4,074.04	\$2,648.13	\$1,425.91
32	\$3,936.40	\$2,558.66	\$1,377.74
33	\$4,060.44	\$2,639.29	\$1,421.15
34	\$4,053.93	\$2,635.05	\$1,418.88
35	\$3,655.71	\$2,376.21	\$1,279.50
36	\$4,038.71	\$2,625.16	\$1,413.55
37	\$3,902.02	\$2,536.31	\$1,365.71
38	\$4,024.73	\$2,616.07	\$1,408.66
39	\$3,888.42	\$2,527.47	\$1,360.95
40	\$4,010.60	\$2,606.89	\$1,403.71
41	\$4,003.83	\$2,602.49	\$1,401.34
42	\$3,868.08	\$2,514.25	\$1,353.83
43	\$3,989.48	\$2,593.16	\$1,396.32
44	\$3,854.12	\$2,505.18	\$1,348.94
45	\$3,974.97	\$2,583.73	\$1,391.24
46	\$3,968.01	\$2,579.21	\$1,388.80
47	\$3,577.68	\$2,325.49	\$1,252.19
48	\$3,951.90	\$2,568.74	\$1,383.16
49	\$3,817.56	\$2,481.41	\$1,336.15
50	\$3,937.00	\$2,559.05	\$1,377.95
51	\$3,803.05	\$2,471.98	\$1,331.07
52	\$3,921.93	\$2,549.25	\$1,372.68
53	\$3,914.68	\$2,544.54	\$1,370.14
54	\$3,781.35	\$2,457.88	\$1,323.47
55	\$3,899.39	\$2,534.60	\$1,364.79
56	\$3,766.46	\$2,448.20	\$1,318.26
57	\$3,883.92	\$2,524.55	\$1,359.37
58	\$3,876.47	\$2,519.71	\$1,356.76
59	\$3,494.56	\$2,271.46	\$1,223.10
60	\$3,859.42	\$2,508.62	\$1,350.80
61	\$3,727.58	\$2,422.93	\$1,304.65
62	\$3,843.54	\$2,498.30	\$1,345.24
63	\$3,712.13	\$2,412.88	\$1,299.25
64	\$3,827.49	\$2,487.87	\$1,339.62
65	\$3,819.73	\$2,482.82	\$1,336.91
66	\$3,688.96	\$2,397.82	\$1,291.14
67	\$3,803.42	\$2,472.22	\$1,331.20
68	\$3,673.09	\$2,387.51	\$1,285.58
69	\$3,786.94	\$2,461.51	\$1,325.43
70	\$3,778.96	\$2,456.32	\$1,322.64
71	\$3,527.66	\$2,292.98	\$1,234.68

72	\$7,318.34	\$2,093.93	\$5,224.41	\$968,634.65
73	\$7,318.34	\$2,273.37	\$5,044.97	\$966,361.28
74	\$7,318.34	\$2,117.44	\$5,200.90	\$964,243.84
75	\$7,318.34	\$2,296.24	\$5,022.10	\$961,947.60
76	\$7,318.34	\$2,141.19	\$5,177.15	\$959,806.41
77	\$7,318.34	\$2,152.72	\$5,165.62	\$957,653.69
78	\$7,318.34	\$2,330.56	\$4,987.78	\$955,323.13
79	\$7,318.34	\$2,176.84	\$5,141.50	\$953,146.29
	\$578,148.86	\$146,853.71	\$431,295.15	

72	\$3,556.76	\$2,093.93	\$1,462.83	\$968,634.65
73	\$3,685.96	\$2,273.37	\$1,412.59	\$966,361.28
74	\$3,573.69	\$2,117.44	\$1,456.25	\$964,243.84
75	\$3,702.43	\$2,296.24	\$1,406.19	\$961,947.60
76	\$3,590.79	\$2,141.19	\$1,449.60	\$959,806.41
77	\$3,599.09	\$2,152.72	\$1,446.37	\$957,653.69
78	\$3,727.14	\$2,330.56	\$1,396.58	\$955,323.13
79	\$3,616.46	\$2,176.84	\$1,439.62	\$953,146.29
	267616.37	146853.71	120762.66	

72	\$3,761.58	\$2,445.03	\$1,316.55
73	\$3,632.38	\$2,361.05	\$1,271.33
74	\$3,744.65	\$2,434.02	\$1,310.63
75	\$3,615.91	\$2,350.34	\$1,265.57
76	\$3,727.55	\$2,422.91	\$1,304.64
77	\$3,719.25	\$2,417.51	\$1,301.74
78	\$3,591.20	\$2,334.28	\$1,256.92
79	\$861.75	\$560.14	\$301.61
	307692.36	200000.00	107692.36



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6665, Ordinance 6666, and JMAC Industrial Second Addition

REQUEST:

Public hearing on Ordinance 6665, a zoning map amendment from the A – Agricultural and MA – Industrial zoning districts to the MA – Industrial zoning district, Ordinance 6666, an annexation, and JMAC Industrial Second Addition, a major subdivision final plat.

BACKGROUND INFORMATION:

The Land Development Code (LDC) and associated official zoning map was approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

Yukon Investments, LLC, with consent from the other current owners Ron Knutson, City of Bismarck, and Burleigh County, requests approval of a zoning map amendment from the MA – Industrial (IG-Industrial General) and A – Agricultural zoning districts to the MA – Industrial (IG-Industrial General) zoning district, annexation, and a major subdivision final plat titled JMAC Industrial Second Addition.

The property is located in north Bismarck, east of Highway 83 NE, in the southwest quadrant of the intersection of North 19th Street and 71st Avenue NE.

The Planning and Zoning Commission held a public hearing on this request on April 22, 2026, and voted to recommend approval with the following condition:

1. A waiver for a cul-de-sac and a waiver permitting a greater block length beyond subdivision standard of 1,320 feet are approved with this request.

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:

Approve Ordinance 6665, a zoning map amendment from the A – Agricultural and MA – Industrial zoning districts to the MA – Industrial zoning district, Ordinance 6666, an annexation, and JMAC Industrial Second Addition, a major subdivision final plat with the following condition:

1. A waiver for a cul-de-sac and a waiver permitting a greater block length beyond subdivision standard of 1,320 feet are approved with this request.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

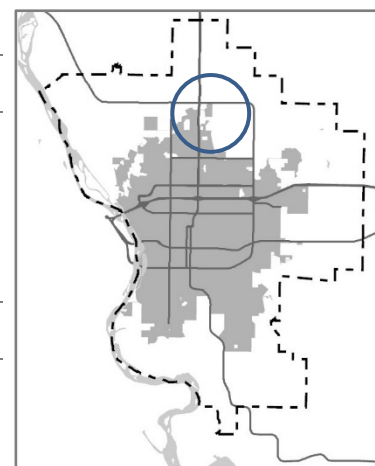
STAFF REPORT

Application for: **Zoning Map Amendment**
Annexation
Final Plat

Project ID: **ZC2026-002**
ANNX2026-002
FPLT2026-003

Project Summary

<i>Title:</i>	JMAC Industrial Second Addition
<i>Status:</i>	Board of City Commissioners - Public Hearing
<i>Property Owner(s):</i>	Yukon Investments, LLC, Applicant (All lots in JMAC Industrial Addition) Ron Knutson (Part of parcel 31-139-80-00-10-405) City of Bismarck (Parcel 31-139-80-00-10-401) Burleigh County (Parcel 31-139-80-00-10-411)
<i>Project Contact:</i>	Landon Niemiller, AICP, Swenson Hagen & Co.
<i>Project Location:</i>	In north Bismarck, east of Highway 83 NE, in the southwest quadrant of the intersection of North 19th Street and 71st Avenue NE
<i>Project Size:</i>	37.05 acres, more or less
<i>Applicant Request:</i>	Replat and rezone to reconfigure existing lots and realign right-of-way
<i>Staff Recommendation:</i>	Approve with conditions
<i>PZC Recommendation</i>	Approve with conditions



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	13 lots in 4 blocks	<i>Lots/Blocks:</i>	23 lots in blocks
<i>Land Use:</i>	Undeveloped industrial	<i>Land Use:</i>	No change
<i>Future Land Use:</i>	Industrial (IND) Industrial Flex (IF)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	MA – Industrial A – Agricultural	<i>Zoning:</i>	MA – Industrial
<i>Uses Allowed:</i>	MA – Light industrial, general commercial, warehouses, manufacturing and shop condos A – Agriculture	<i>Uses Allowed:</i>	MA – Light industrial, general commercial, warehouses, manufacturing and shop condos
<i>Max Density:</i>	MA – N/A A – 1 unit / 40 acres	<i>Max Density:</i>	MA – N/A

(continued)

Area Information**Property History**

<i>Zoning Jurisdiction:</i>	Bismarck City Limits (JMAC Industrial Addition) Extraterritorial Area (ETA) (43' of NW1/4 of Sec.10)	<i>Zoned:</i>	06/2015
<i>Township:</i>	Hay Creek (organized)	<i>Platted:</i>	02/2016
<i>Neighborhood:</i>	Memory	<i>Annexed:</i>	01/2016

Project Narrative

Yukon Investments, LLC, with consent from the other current owners Ron Knutson, City of Bismarck, and Burleigh County, requests approval of a zoning map amendment from the MA – Industrial (IG-Industrial General) and A – Agricultural zoning districts to the MA – Industrial (IG-Industrial General) zoning district, annexation, and a major subdivision final plat titled JMAC Industrial Second Addition.

Most of the project area was annexed in 2016. However, there is currently no city water available in this area and sanitary sewer has not been extended across North 19th Street for the eastern lots in this subdivision. Additionally, the only available point of access is from 71st Avenue NE to the north.

The applicant has stated an intention to begin developing lots in this area in 2026. In order for this to occur, all municipal services will need to be

provided prior to development of the lots including construction of North 19th Street and full city water, sewer, and stormwater services. The applicant may enter into a development agreement to determine the implementation and timing of necessary improvements.

The annexation request for the remaining unannexed east 43 feet of the NW1/4 of Section 10 incorporated within the proposed subdivision is included with the request for a final plat. If approved, this will be recorded prior to recordation of the plat.

The Land Development Code (LDC) and associated official zoning map was approved by the City Commission on May 26, 2026, taking effect on October 1, 2026. The zoning ordinance for the proposed zoning map amendment will include the existing zoning district and their equivalents outlined in the LDC.

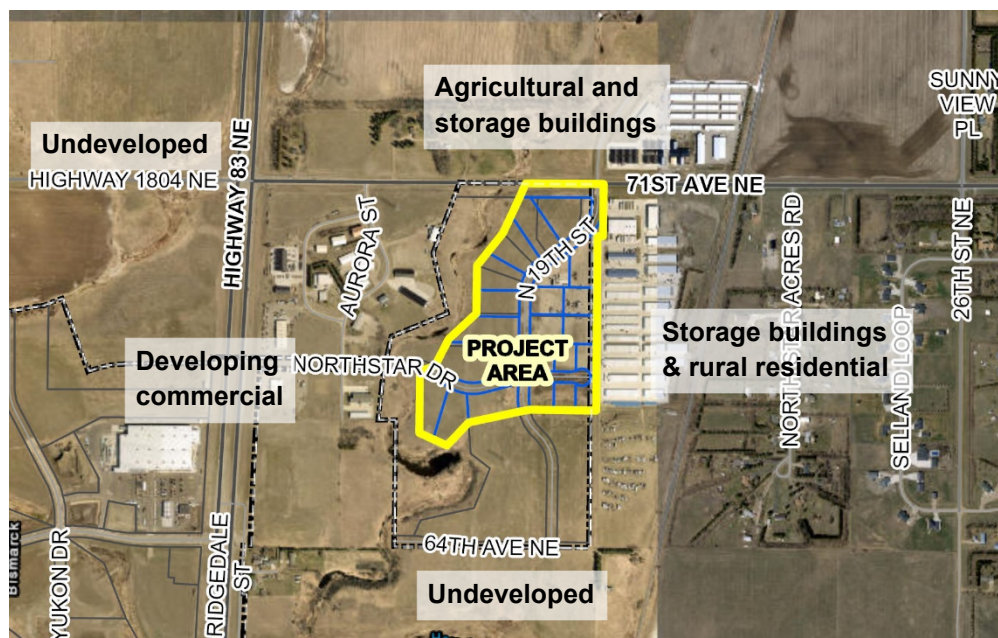
(continued)

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.

A Growth Phasing Plan Map is also attached to this staff report, showing prioritization for extension of the Bismarck city limits.



The property has been identified as Industrial (IND) and Industrial Flex (IF) in the Future Land Use Plan. The IND areas are centers for research, production, and distribution and IF areas are flexible employment centers for a range of businesses. Goals and objectives of this plan as they relate to annexations, zoning map amendments, and major subdivision final plats are referenced in review standards below.

The area is adjacent to storage buildings and agricultural land to the north across 71st Avenue NE; storage buildings to the east with rural residential land just beyond; undeveloped land to the south; and developing commercial land to the west.

Public Engagement

Planning and Zoning Commission

The Planning and Zoning Commission considered this request on February 25, 2026, and called for a public hearing.

The public was notified of this request. A notice was published in the Bismarck Tribune on April 10 and 17, and 79 postcards were mailed to the owners of nearby properties on April 10, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on April 7, 2026.

The Planning and Zoning Commission held a public hearing on this request on April 22, 2026. Staff did not receive any written comments before the hearing, and no members of the public spoke. At the conclusion of the hearing, the Planning and Zoning Commission voted to recommend approval of the project with the conditions, as noted in the staff report.

City Commission

The City Commission considered this request on May 12, 2026, and called for a public hearing on this request.

In accordance with Section 40-51.2-05 of the North Dakota Century Code, Hay Creek Township and Burleigh County were notified of this request on May 13 and 15, 2026.

An additional notice was published in the Bismarck Tribune on May 21 and June 4, 2026.

Basic project information, with the ability to contact staff for more details, has been provided

(continued)

publicly online through the Open Development Projects Dashboard and Community Development Activities map.

All written comments received by staff prior to the public hearing will be distributed to the City Commission and summarized by staff during the oral presentation.

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 Map Amendment

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

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

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

Yes. Adjacent uses are described in the project context section above. The proposed zoning district would allow light industrial uses including warehouses, manufacturing, and storage. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

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

Yes. The current zoning district of MA – Industrial was established in June 2015, and the current zoning district of A – Agricultural for the remainder

of the project area is the default for any piece of land that has not been otherwise zoned. Conditions have changed since this time.

The City adopted its comprehensive plan, Together 2045, and Future Land Use Plan in December of 2022. The Future Land Use Plan continues to identify this area for industrial uses. The project location is in a developing commercial and industrial area, and the reconfiguration of lots and realignment of North 19th Street right-of-way would facilitate the continued development of commercial- and industrial-zoned lots within it.

Additionally, the Bismarck City Commission adopted the LDC and associated official zoning map on May 26, 2026 which includes new zoning districts. The new equivalent zoning district (IG-Industrial General) for this request will be reflected on the LDC's effective date of October 1, 2026.

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment ([Goal S1-a](#), [Goal T1-c](#))

Yes. The proposed zoning map amendment would not adversely impact housing opportunities in any way.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance map amendment ([Comprehensive Plan](#))

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

- S9: Provide the means for the adaptation of the built environment to meet complex and changing economic and social demands.
- G3: Coordinate expansion of city infrastructure and services with growth.

(continued)

- G4(c): During interim periods of development before final completion of a looped water system, only allow development quantity and types that can be adequately protected from fire with available water pressure at time of occupation.

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

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

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

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission and City Commission.

A public hearing was scheduled by the Planning and Zoning Commission and City Commission for this request, and all requirements for notice of the hearings have been met, as documented in this report above.

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

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

Annexation

The Growth Phasing Plan is adhered to with the proposed annexation ([Growth Phasing Plan](#))

Yes, with funding commitments related to expansion of municipal infrastructure. The proposed annexation incorporates land that is within the Urban Service Area Boundary and has been designated as Urban Service Area Expansion.

Most of the project area was annexed in 2016. However, there is currently no city water available in this area and sanitary sewer has not been extended across North 19th Street for the eastern lots in this subdivision. In order for development to occur, all municipal services will need to be provided prior to development of the lots including construction of North 19th Street and full city water, sewer, and stormwater services.

Adequate public facilities are or will be available to serve the annexed properties completely and equitably ([Goal G3-b](#), [Goal G3-c](#))

Yes, with an agreement to determine the implementation and timing of necessary improvements. There is currently no city water available in this area and sanitary sewer has not been extended across North 19th Street for the eastern lots in this subdivision. In order for development to occur, all municipal services will need to be provided prior to development of the lots including construction of North 19th Street and full city water, sewer, and stormwater services.

The proposed annexation is a logical and contiguous extension of the current corporate limits of the City of Bismarck ([Goal G2-b](#), [NDCC 40-51.2-03](#))

Yes. The area proposed annexation is clearly contiguous to the existing corporate boundaries. 48% of the proposed annexation's perimeter adjoins corporate limits. Generally, any proportion greater than 20% is considered unambiguously contiguous.

(continued)

Proper administrative procedures related to the request are being followed ([NDCC 40-51.2](#))

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. A written petition for the proposed annexation was submitted to the Planning Department, which has been deemed valid by City staff. was scheduled by the Planning and Zoning Commission and City Commission for this request, and all requirements for notice of the hearings have been met, as documented in this report above.

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

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

Major Subdivision Final Plat

The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission

Yes. The proposed final plat is substantially similar to the preliminary plat.

Any and all conditions placed on approval of the preliminary plat by the Planning and Zoning Commission have been satisfied or will remain in place for future completion

Yes. No conditions were placed with approval of the preliminary plat by the Planning and Zoning Commission.

Sufficient easements and rights-of-way are included on the proposed subdivision to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision ([Goal G3-d](#))

Yes. The proposed subdivision includes easements that extend into and through the plat. Rights-of-way and easements are included for stormwater and drainage, municipal water and sanitary sewer, access, and other utilities.

The Major Street Plan is adhered to with the proposed subdivision ([Major Street Plan](#))

Yes. The corridors identified in the Major Street Plan are incorporated into rights-of-way within the proposed subdivision. 71st Avenue NE is along the northern boundary of the plat and North 19th Street passes north-south through the center of the plat. These roadways are identified as an arterial and collector, respectively. A plan reference map is attached to this staff report.

The Active Mobility Plan is adhered to with the proposed subdivision ([Active Mobility Plan](#))

Yes. There are no corridors identified in the Active Mobility Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

A neighborhood park will be available within walking distance for all urban residents ([Goal I1-a](#), Section 14-09-04(2)a(vii))

Yes. The provision of neighborhood parks and open space is not needed because the proposed final plat is not an urban subdivision with residential zoning districts.

Vehicle trips generated by the proposed subdivision will be adequately supported by the transportation system ([Goal C3-c](#))

Yes. The proposed subdivision would likely not have a substantial effect on circulation and safety of public roadways in the vicinity, and therefore no traffic impact study is required.

Street connectivity is provided for efficient travel and secondary access for emergency services ([Goal C4](#), Section 14-09-05)

(continued)

No. The proposed subdivision would result in a disconnected street network, leading to potential traffic congestion and barriers to emergency response. The applicant has submitted a waiver to allow a cul-de-sac for Northstar Circle and a waiver to allow a greater block length than the maximum due to site constraints in this area.

The use of a cul-de-sac is justified because there is no reasonable opportunity to provide for future connections to adjoining streets in that area due to the existing storage buildings to the east of the subdivision. Additionally, there will be limited connectivity to the west and south of the proposed subdivision until future East-West connections are made and North 19th Street is extended.

Most subdivision design requirements have been met; however, the maximum block length requirement of 1,320 feet, intended to promote street connectivity, has not been met. The applicant has submitted a waiver for this requirement noting site constraints including natural barriers such as topography and water features to the west and existing industrial buildings to the east. These constraints limit where an East-West street connection may occur in this area.

The City's Secondary Roadway Access Policy will not be met allowing alternative routes into and out of the subdivision. The only available point of access is from 71st Avenue NE. For this to be met, an East-West street connection or the extension of North 19th Street is needed. Identification of when and how this necessary connection would occur would be the primary reason for a development agreement.

Roadway access is managed to reduce potential points of conflict and improve safety (Goal C3-b)

Yes. Direct access to major public roadways is appropriately limited and spacing of all intersections is adequate to meet the City's access management standards and professional

engineering judgement. Non-access lines will be dedicated with the proposed plat to communicate and enforce this access control.

Stormwater runoff impacted by this subdivision is adequately managed to protect public and private investments and the natural environment (Goal I5, Section 14.1-04-03);

Yes. There is a plan to manage any stormwater runoff generated by this subdivision. The City Engineer has conditionally approved the Post-Construction Stormwater Management Permit (PCSMP) for the proposed subdivision.

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. All rights-of-way and dedicated easements conform to design standards of the subdivision ordinance.

Natural hazards and impact to environmentally sensitive land is minimized through the location and design of the proposed subdivision (Goal I6-a)

Yes, with restrictions on development. A portion of 71st Avenue NE right-of-way within the proposed subdivision is located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain. However, the subdivision is proposed to be developed according to existing ordinance requirements pertaining to development in the floodplain and no development will occur within that area. Therefore, the proposed development would not adversely impact water quality and/or environmentally sensitive lands.

Water supply systems will seamlessly transition from a rural to an urban system through cooperation with the South-Central Regional Water District (Goal G3-f, Section 14-09-04(2)d)

(continued)

Yes. The proposed subdivision will be served with municipal water upon development as outlined in a development agreement and no future transition will be necessary.

The City's investment in infrastructure associated with the proposed subdivision is expected to receive a proportional long-term return to residents through future revenues or other public goods associated with this subdivision (Goal G3-a)

Yes, with a development agreement to be approved by the City Commission which may identify timing components and responsibilities of each party. Public costs associated with provision of municipal water and sewer service to the new development will be adequately compensated for through payment of utility capital charges. The initial development will be funded by the developer or through special assessment of properties benefitted by said improvements, as outlined in the Development Cost Policy. Ongoing costs of maintenance and operation of all public facilities will be offset by property and/or sales tax derived from the proposed subdivision.

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, City 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. Upon tentative approval of the preliminary plat, 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 and City Commission. A public

hearing was scheduled for this request with the Planning and Zoning Commission, 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.

Recommendations

Planning Staff

Based on the above findings, staff recommends approval of the zoning map amendment from the MA – Industrial and A – Agricultural zoning districts to the MA – Industrial zoning district, annexation, and a major subdivision final plat titled JMAC Industrial Second Addition with the following conditions:

1. A waiver for a cul-de-sac and a waiver permitting a greater block length beyond subdivision standard of 1,320 feet are approved with this request.

Planning and Zoning Commission

Based on the above findings, and at the conclusion of the public hearing, the Planning and Zoning Commission recommends approval of the zoning map amendment from the MA – Industrial and A – Agricultural zoning districts to the MA – Industrial zoning district, annexation, and a major subdivision final plat titled JMAC Industrial Second Addition with the following conditions:

1. A waiver for a cul-de-sac and a waiver permitting a greater block length beyond subdivision standard of 1,320 feet are approved with this request.

(continued)

Attachments

- | | |
|----------------------------------|----------------------------------|
| 1. Draft Zoning Ordinance | 6. Growth Phasing Plan |
| 2. Draft Annexation Ordinance | 7. Final Plat |
| 3. Zoning and Plan Reference Map | 8. Preliminary Plat |
| 4. Proposed Zoning Map | 9. Annexation Exhibit |
| 5. LDC Zoning Map | 10. Cul-de-sac Justification |
| | 11. Subdivision Standards Waiver |

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

CITY OF BISMARCK

ORDINANCE NO. 6665

First Reading
Second Reading
Final Passage and Adoption
Publication Date

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

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the IG-Industrial General and A-Agricultural zoning districts and included in the IG-Industrial General zoning district:

Lots 1-8, Block 1, Lots 1-12, Block 2 and Lots 1-3, Block 3, JMAC Industrial Second Addition

Section 2. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which is effective until October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A – Agricultural and MA – Industrial zoning districts and included in the MA – Industrial zoning district:

Lots 1-8, Block 1, Lots 1-12, Block 2 and Lots 1-3, Block 3, JMAC Industrial Second Addition

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

DRAFT

CITY OF BISMARCK

ORDINANCE NO. 6666

First Reading

Second Reading

Final Passage and Adoption

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

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

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, Burleigh County, North Dakota, as follows:

The North 1,641.21 feet of the East 43 feet of the NW ¼ of Section 10, T139N-R80W/Hay Creek Township.

and

All that right-of-way of North 19th Street in RBK Ventures Subdivision.

The above described tract of land contains 1.72 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

Zoning Districts

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

Future Land Use Plan

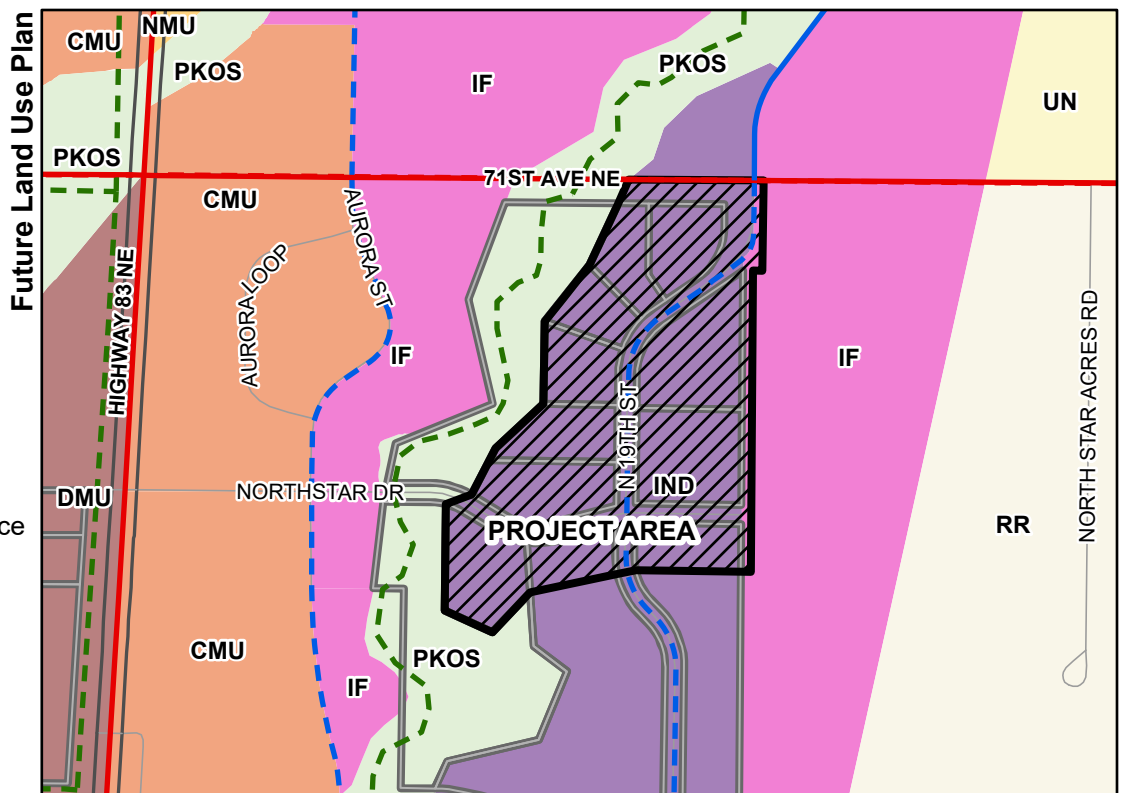
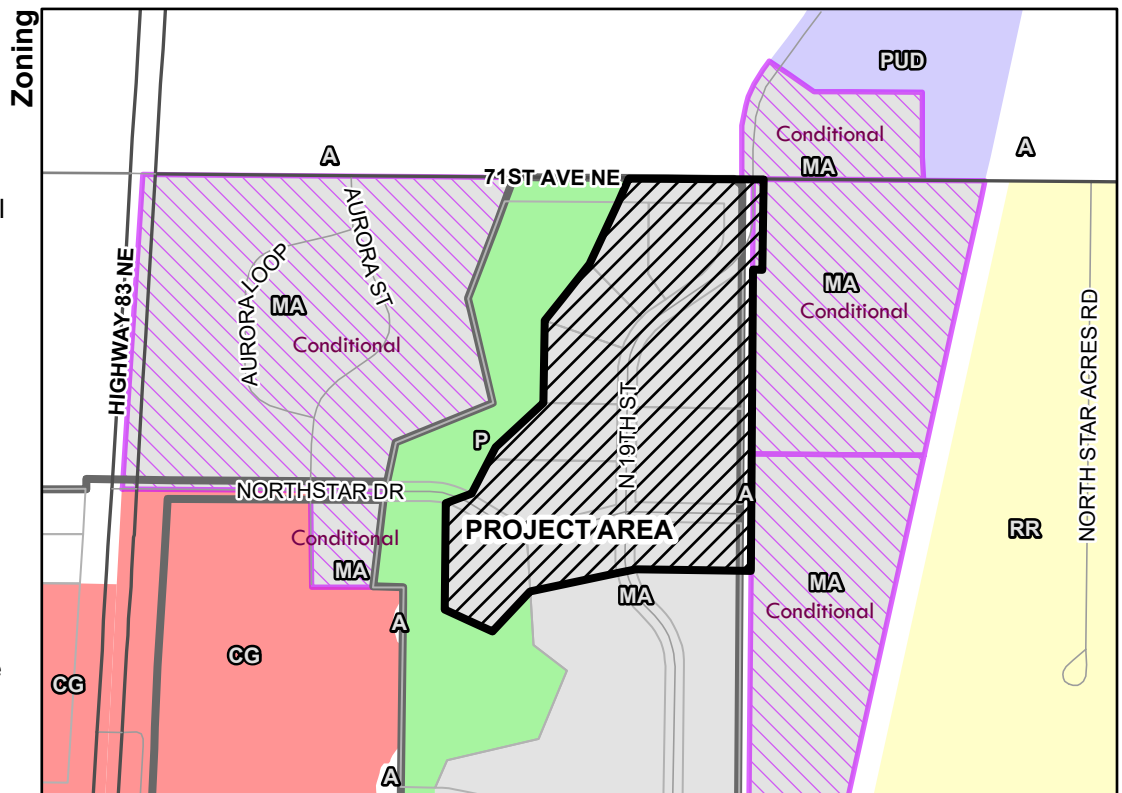
UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Transitional Rural
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

Active Mobility Plan

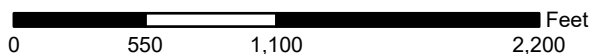
— Future Shared Trail

Major Street Plan

- Existing Arterial
- - Future Arterial
- Existing Collector
- - Future Collector
- Existing Interstate
- - Future Interstate
- ▬ City Limits



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



City of Bismarck
Planning Department
February 17, 2026

Proposed New Zoning Map

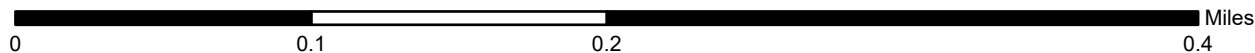
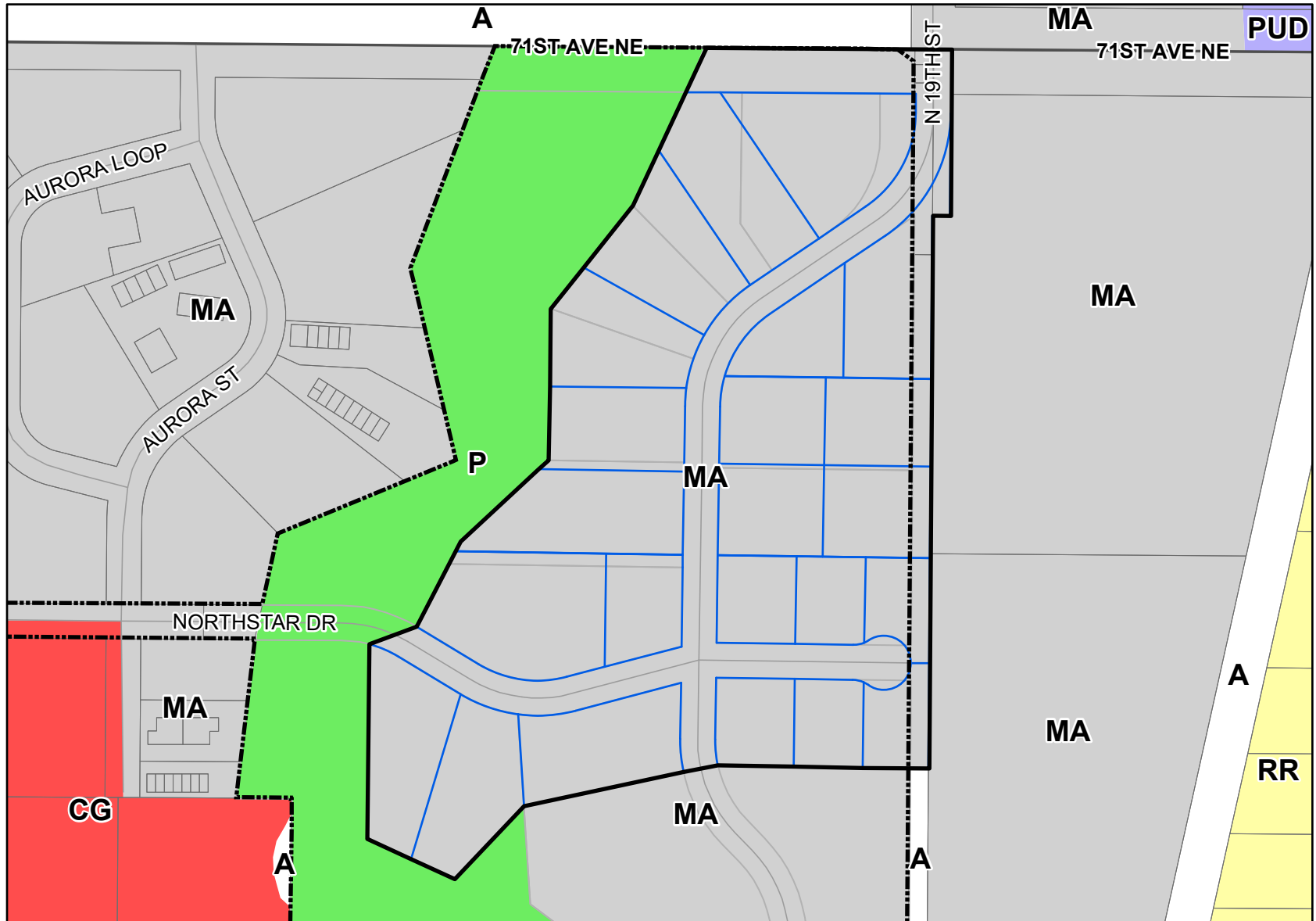
 Project Area
(zoning within
is proposed)

 City Limits

Zoning Districts

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

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

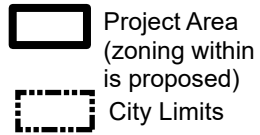


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City of Bismarck
Planning Department
February 17, 2026

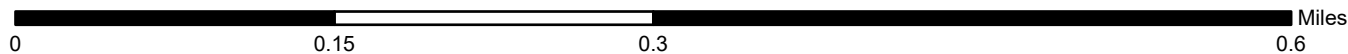
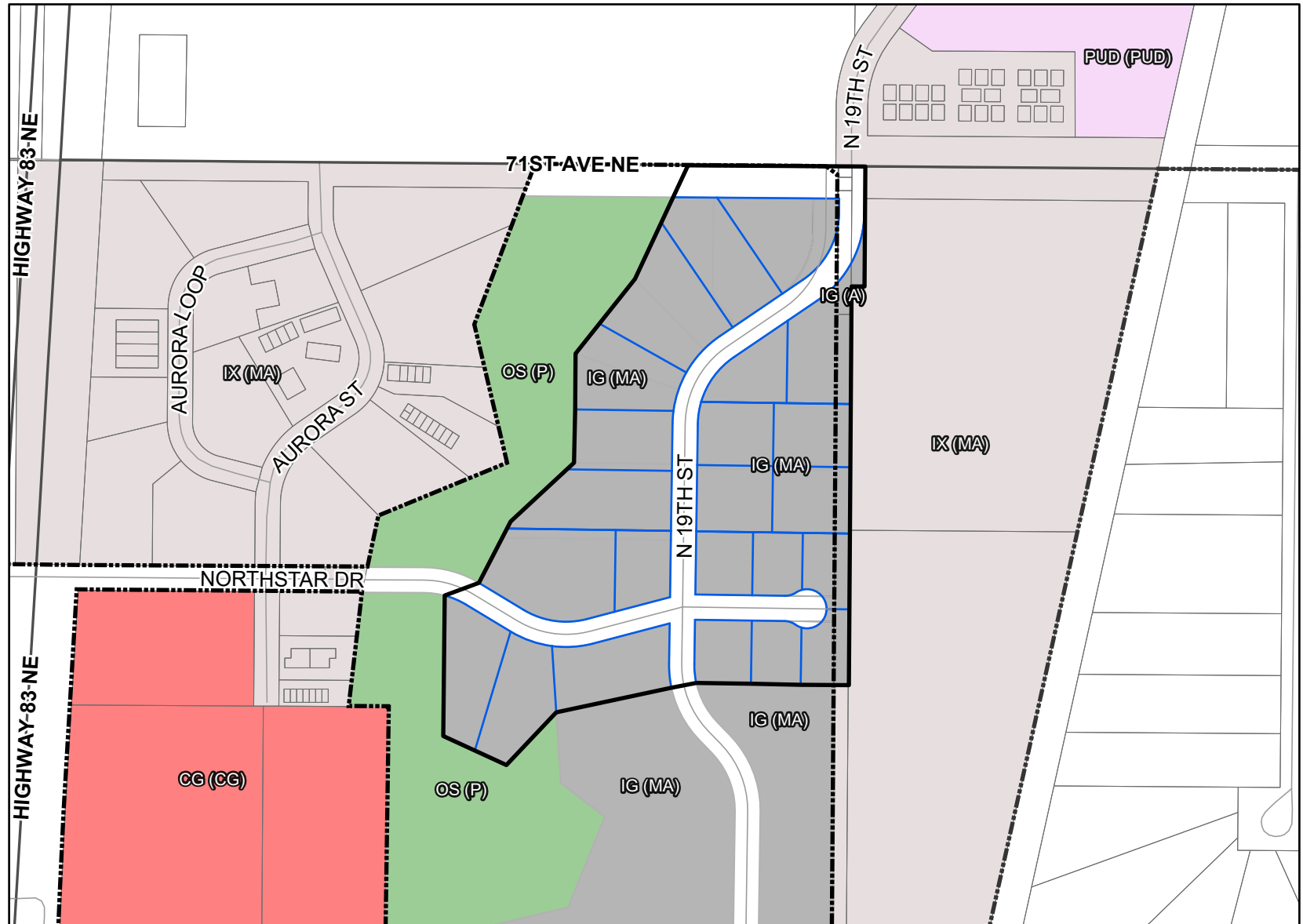
Proposed New Zoning Map



Label: LDC Zoning (Old Zoning)

Zoning Districts

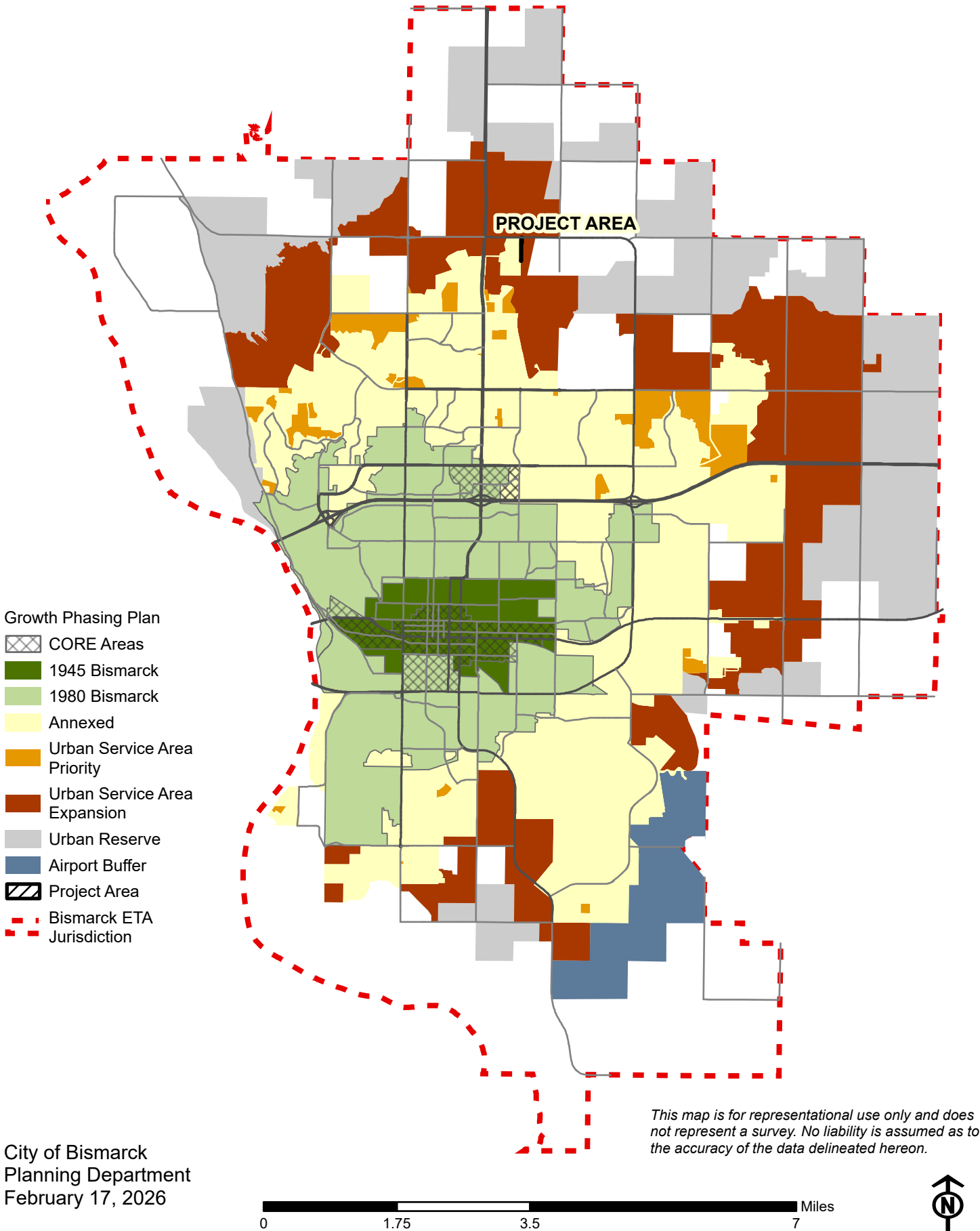
- A** Agriculture
- RRE** Residential Rural Estate
- RR** Residential Rural
- RS** Residential Suburban
- RM** Residential Multi-Family
- RU** Residential Urban
- RMH** Residential Manufactured Housing
- RX** Residential Mixed
- OX** Office Mixed
- CX** Commercial Mixed
- CG** Commercial General
- IX** Industrial Mixed
- IG** Industrial General
- DT** Downtown
- PCI** Public Civic
- OS** Open Space
- PUD** Planned Unit Development



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No liability is assumed as to the accuracy of the data delineated hereon.



City of Bismarck
Planning Department
June 1, 2026



JMAC INDUSTRIAL SECOND ADDITION

BEING PART OF LOT 1 BLOCK 1, LOT 2 BLOCK 1, LOTS 1-6 BLOCK 2, ALL OF BLOCK 3, PART OF LOT 1 BLOCK 4 JMAC INDUSTRIAL ADDITION, PART OF THE SOUTH 1/2 OF 71ST AVENUE NE RIGHT-OF-WAY, PARTS OF NORTHSTAR DRIVE AND NORTH 19TH STREET RIGHTS-OF-WAY, AND PART OF THE EASTERLY 43' OF THE NW 1/4 OF SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

DESCRIPTION

BEING PART OF LOT 1 BLOCK 1, LOT 2 BLOCK 1, LOTS 1-6 BLOCK 2, ALL OF BLOCK 3, PART OF LOT 1 BLOCK 4 JMAC INDUSTRIAL ADDITION, PART OF THE SOUTH 1/2 OF 71ST AVENUE NE RIGHT-OF-WAY, PARTS OF NORTHSTAR DRIVE AND NORTH 19TH STREET RIGHTS-OF-WAY, AND PART OF THE EASTERLY 43' OF THE NW 1/4 OF SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 BLOCK 2 JMAC INDUSTRIAL ADDITION; THENCE NORTH 25 DEGREES 01 MINUTE 44 SECONDS EAST, ON THE NORTHEASTERLY EXTENSION OF THE NORTHEAST EAST LINE OF SAID LOT 7, A DISTANCE OF 109.96 FEET TO THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE SOUTH 89 DEGREES 32 MINUTES 29 SECONDS EAST, ON SAID NORTH LINE, A DISTANCE OF 561.32 FEET TO THE EAST LINE OF NORTH 19TH ST RIGHT-OF-WAY OF RBK VENTURES SUBDIVISION; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS WEST, ON SAID EAST LINE, A DISTANCE OF 378.25 FEET TO THE SOUTH LINE OF NORTHSTAR DRIVE; THENCE NORTH 89 DEGREES 34 MINUTES 32 SECONDS WEST, ON SAID SOUTH LINE, A DISTANCE OF 39.93 FEET TO THE EAST LINE OF THE NW 1/4 OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 25 MINUTES 21 SECONDS WEST, ON SAID EAST LINE, A DISTANCE OF 1262.96 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 482.48 FEET; THENCE SOUTH 78 DEGREES 15 MINUTES 08 SECONDS WEST, A DISTANCE OF 452.82 FEET TO THE BOUNDARY LINE OF LOT 1 BLOCK 1 JMAC INDUSTRIAL ADDITION; THENCE SOUTH 43 DEGREES 24 MINUTES 29 SECONDS WEST, ON SAID BOUNDARY LINE, A DISTANCE OF 229.74 FEET; THENCE NORTH 65 DEGREES 19 MINUTES 50 SECONDS WEST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 230.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 47 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 145.00 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE CENTERLINE OF NORTHSTAR DRIVE RIGHT-OF-WAY; THENCE SOUTHEASTERLY AND TO THE RIGHT, ON SAID CENTERLINE, ON A 300.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS SOUTH 16 DEGREES 04 MINUTES 08 SECONDS WEST, AN ARC LENGTH OF 84.14 FEET; THENCE NORTH 31 DEGREES 06 MINUTES 39 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 27 DEGREES 20 MINUTES 45 SECONDS EAST, ON SAID EAST LINE, A DISTANCE OF 218.87 FEET; THENCE NORTH 47 DEGREES 09 MINUTES 43 SECONDS EAST, ON THE BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 273.49 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 18 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 345.80 FEET; THENCE NORTH 38 DEGREES 32 MINUTES 13 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 301.96 FEET; THENCE NORTH 25 DEGREES 01 MINUTE 44 SECONDS EAST, CONTINUING ON SAID BOUNDARY LINE, A DISTANCE OF 285.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 37.05 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

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

SWENSON, HAGEN & CO. P.C.
3002 ARWAY AVE
BISMARCK, NORTH DAKOTA
58504

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

APPROVAL OF CITY PLANNING & ZONING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF BISMARCK, ON THE _____, 202____, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY SAID PLANNING & ZONING COMMISSION, IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING & ZONING COMMISSION OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ -- CHAIRMAN

ATTEST
DANIEL NAIEN -- SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____, 202____.

MICHAEL T. SCHMITZ -- PRESIDENT

ATTEST
JASON TOMANEK -- CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

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

GABRIEL J. SCHELL
CITY ENGINEER

NOTES

BASE OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE BY
CITY ORDINANCE

COORDINATE DATUM:
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM
NAD 83 SOUTH ZONE
ADJUSTMENT OF 2011
UNITS ARE INTERNATIONAL FEET

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

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT YUKON INVESTMENTS, LLC, RON KNUTSON, BURLEIGH COUNTY, AND THE CITY OF BISMARCK, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "JMAC INDUSTRIAL SECOND ADDITION", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

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

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

THEY FURTHERMORE GRANT A 30' ACCESS EASEMENT ADJOINING AND PARALLEL WITH THE EAST LINE OF BLOCK 2 JMAC INDUSTRIAL SECOND ADDITION AS DELINEATED ON SHEET 3, TO THE CITY OF BISMARCK, TO PASS AND REPASS ALONG SAID EASEMENT AND TO HOLD SAID EASEMENT TO SAID PARTIES, THEIR HEIRS AND ASSIGNS AND APPURTENANT TO THE LAND OF SAID PARTIES.

THEY FURTHERMORE GRANT WATERMAIN AND SANITARY SEWER EASEMENTS ADJOINING AND PARALLEL WITH THE EAST LINE OF BLOCK 2 JMAC INDUSTRIAL SECOND ADDITION AS DELINEATED ON SHEET 3, TO THE OWNERS OF RBK VENTURES SUBDIVISION & RBK VENTURES SECOND SUBDIVISION AND RESERVE SAID EASEMENTS FOR THOSE LOTS ADJOINING SAID EASEMENTS, TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR WATERMAIN, AND SANITARY SEWER FACILITIES UNDER OR UPON THE REAL PROPERTY NOTED AS WATERMAIN AND SANITARY SEWER EASEMENTS. GRANTEES & RESERVEES SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS THE EASEMENT PROPERTY FOR THE PURPOSES HEREON GRANTED & RESERVED.

THEY FURTHERMORE GRANT A 40' ACCESS, SANITARY SEWER & WATERMAIN EASEMENT ON THE SOUTH LINES OF LOTS 3 & 4 BLOCK 2 AND THE NORTH LINES OF LOTS 5 & 6 BLOCK 2 AND A 30' WATERMAIN, SANITARY SEWER EASEMENT ON THE SOUTH LINE OF LOT 4 BLOCK 2 & THE NORTH LINE OF LOT 6 BLOCK 2 AS DELINEATED ON SHEET 3 TO THE OWNERS OF RBK VENTURES SUBDIVISION & RBK VENTURES SECOND SUBDIVISION, AND RESERVE SAID EASEMENTS FOR THOSE LOTS ADJOINING SAID EASEMENTS, TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR WATERMAIN, AND SANITARY SEWER FACILITIES UNDER OR UPON THE REAL PROPERTY NOTED AS WATERMAIN AND SANITARY SEWER EASEMENTS. GRANTEES & RESERVEES SHALL HAVE THE RIGHT TO INGRESS AND EGRESS ACROSS THE EASEMENT PROPERTY FOR THE PURPOSES HEREON GRANTED & RESERVED, AND 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 EASEMENT AND TO HOLD SAID EASEMENT TO SAID PARTIES, THEIR HEIRS AND ASSIGNS AND APPURTENANT TO THE LAND OF SAID PARTIES, UPON THE REAL PROPERTY NOTED AS ACCESS EASEMENTS.

THEY FURTHERMORE GRANT AN ACCESS EASEMENT ON THE SOUTH LINE OF LOT 9 BLOCK 2 AND THE NORTH LINE OF LOT 12 BLOCK 2 JMAC INDUSTRIAL SECOND ADDITION, TO THE OWNERS OF RBK VENTURES SUBDIVISION AND THE OWNERS OF RBK VENTURES SECOND SUBDIVISION, SAID EASEMENT 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 EASEMENT AND TO HOLD SAID EASEMENT TO SAID PARTIES, THEIR HEIRS AND ASSIGNS AND APPURTENANT TO THE LAND OF SAID PARTIES.

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

RON KNUTSON, PRESIDENT
YUKON INVESTMENTS, LLC
555 HIGHWAY 1804 NE
BISMARCK, ND 58503
OWNER: ALL OF BLOCK 3
LOTS 1, 3, 5, 7, 8, 10, 11 BLOCK 2
CO-OWNER: LOTS 2, 4, 6, 9, 12 BLOCK 2

ON THIS ____ DAY OF _____, 202____, BEFORE ME PERSONALLY APPEARED RON KNUTSON OF YUKON INVESTMENTS, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

RON KNUTSON
555 HIGHWAY 1804 NE
BISMARCK, ND 58503
CO-OWNER: LOTS 2, 4, 6, 9, 12 BLOCK 2

ON THIS ____ DAY OF _____, 202____, BEFORE ME PERSONALLY APPEARED RON KNUTSON, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

MICHAEL T. SCHMITZ, MAYOR
CITY OF BISMARCK
OWNER: PUBLIC RIGHTS-OF-WAY

ON THIS ____ DAY OF _____, 202____, BEFORE ME PERSONALLY APPEARED MICHAEL T. SCHMITZ, MAYOR OF THE CITY OF BISMARCK, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

BURLEIGH COUNTY
OWNER: PUBLIC RIGHTS-OF-WAY

ON THIS ____ DAY OF _____, 202____, BEFORE ME PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____



SWENSON, HAGEN & COMPANY P.C.

3802 Arway Avenue
Bismarck, North Dakota 58504
dlsc@swensondesign.com
Phone (701) 221-2600
Fax (701) 221-2606
Landscape & Site Design
Construction Management

JMAC INDUSTRIAL SECOND ADDITION

BEING PART OF LOT 1 BLOCK 1, LOT 2 BLOCK 1, LOTS 1-6 BLOCK 2, ALL OF BLOCK 3, PART OF LOT 1 BLOCK 4 JMAC INDUSTRIAL ADDITION, PART OF THE SOUTH 1/2 OF 71ST AVENUE NE RIGHT-OF-WAY, PARTS OF NORTHSTAR DRIVE AND NORTH 19TH STREET RIGHTS-OF-WAY, AND PART OF THE EASTERLY 43' OF THE NW 1/4, SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

FLOODPLAIN INFORMATION
FEMA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 3801SC0595E
DATED JUNE 6, 2024
FLOOD PLAIN ELEVATION: 1819.6 (NAVD 88)

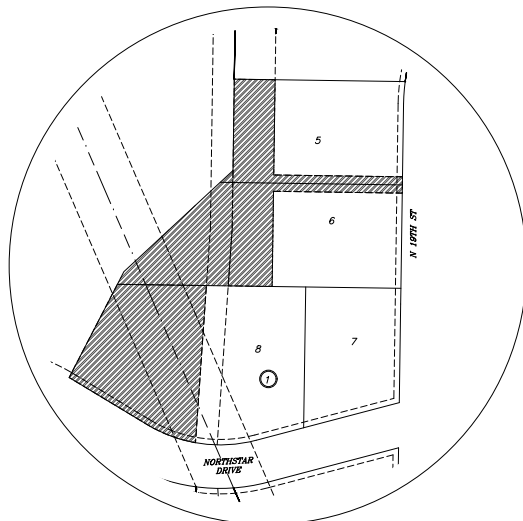
AREA DATA	
SW 1/4	1,613.819 S.F. 37.06 ACRES
NW 1/4	1,613.819 S.F. 37.06 ACRES
SE 1/4	1,613.819 S.F. 37.06 ACRES
SW 1/4	1,613.819 S.F. 37.06 ACRES

AREA DATA	
LOTS	1-12, 13-14, 15-16, 17-18, 19-20, 21-22, 23-24, 25-26, 27-28, 29-30, 31-32, 33-34, 35-36, 37-38, 39-40, 41-42, 43-44, 45-46, 47-48, 49-50, 51-52, 53-54, 55-56, 57-58, 59-60, 61-62, 63-64, 65-66, 67-68, 69-70, 71-72, 73-74, 75-76, 77-78, 79-80, 81-82, 83-84, 85-86, 87-88, 89-90, 91-92, 93-94, 95-96, 97-98, 99-100, 101-102, 103-104, 105-106, 107-108, 109-110, 111-112, 113-114, 115-116, 117-118, 119-120, 121-122, 123-124, 125-126, 127-128, 129-130, 131-132, 133-134, 135-136, 137-138, 139-140, 141-142, 143-144, 145-146, 147-148, 149-150, 151-152, 153-154, 155-156, 157-158, 159-160, 161-162, 163-164, 165-166, 167-168, 169-170, 171-172, 173-174, 175-176, 177-178, 179-180, 181-182, 183-184, 185-186, 187-188, 189-190, 191-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 415-416, 417-418, 419-420, 421-422, 423-424, 425-426, 427-428, 429-430, 431-432, 433-434, 435-436, 437-438, 439-440, 441-442, 443-444, 445-446, 447-448, 449-450, 451-452, 453-454, 455-456, 457-458, 459-460, 461-462, 463-464, 465-466, 467-468, 469-470, 471-472, 473-474, 475-476, 477-478, 479-480, 481-482, 483-484, 485-486, 487-488, 489-490, 491-492, 493-494, 495-496, 497-498, 499-500, 501-502, 503-504, 505-506, 507-508, 509-510, 511-512, 513-514, 515-516, 517-518, 519-520, 521-522, 523-524, 525-526, 527-528, 529-530, 531-532, 533-534, 535-536, 537-538, 539-540, 541-542, 543-544, 545-546, 547-548, 549-550, 551-552, 553-554, 555-556, 557-558, 559-560, 561-562, 563-564, 565-566, 567-568, 569-570, 571-572, 573-574, 575-576, 577-578, 579-580, 581-582, 583-584, 585-586, 587-588, 589-590, 591-592, 593-594, 595-596, 597-598, 599-600, 601-602, 603-604, 605-606, 607-608, 609-610, 611-612, 613-614, 615-616, 617-618, 619-620, 621-622, 623-624, 625-626, 627-628, 629-630, 631-632, 633-634, 635-636, 637-638, 639-640, 641-642, 643-644, 645-646, 647-648, 649-650, 651-652, 653-654, 655-656, 657-658, 659-660, 661-662, 663-664, 665-666, 667-668, 669-670, 671-672, 673-674, 675-676, 677-678, 679-680, 681-682, 683-684, 685-686, 687-688, 689-690, 691-692, 693-694, 695-696, 697-698, 699-700, 701-702, 703-704, 705-706, 707-708, 709-710, 711-712, 713-714, 715-716, 717-718, 719-720, 721-722, 723-724, 725-726, 727-728, 729-730, 731-732, 733-734, 735-736, 737-738, 739-740, 741-742, 743-744, 745-746, 747-748, 749-750, 751-752, 753-754, 755-756, 757-758, 759-760, 761-762, 763-764, 765-766, 767-768, 769-770, 771-772, 773-774, 775-776, 777-778, 779-780, 781-782, 783-784, 785-786, 787-788, 789-790, 791-792, 793-794, 795-796, 797-798, 799-800, 801-802, 803-804, 805-806, 807-808, 809-810, 811-812, 813-814, 815-816, 817-818, 819-820, 821-822, 823-824, 825-826, 827-828, 829-830, 831-832, 833-834, 835-836, 837-838, 839-840, 841-842, 843-844, 845-846, 847-848, 849-850, 851-852, 853-854, 855-856, 857-858, 859-860, 861-862, 863-864, 865-866, 867-868, 869-870, 871-872, 873-874, 875-876, 877-878, 879-880, 881-882, 883-884, 885-886, 887-888, 889-890, 891-892, 893-894, 895-896, 897-898, 899-900, 901-902, 903-904, 905-906, 907-908, 909-910, 911-912, 913-914, 915-916, 917-918, 919-920, 921-922, 923-924, 925-926, 927-928, 929-930, 931-932, 933-934, 935-936, 937-938, 939-940, 941-942, 943-944, 945-946, 947-948, 949-950, 951-952, 953-954, 955-956, 957-958, 959-960, 961-962, 963-964, 965-966, 967-968, 969-970, 971-972, 973-974, 975-976, 977-978, 979-980, 981-982, 983-984, 985-986, 987-988, 989-990, 991-992, 993-994, 995-996, 997-998, 999-1000, 1001-1002, 1003-1004, 1005-1006, 1007-1008, 1009-1010, 1011-1012, 1013-1014, 1015-1016, 1017-1018, 1019-1020, 1021-1022, 1023-1024, 1025-1026, 1027-1028, 1029-1030, 1031-1032, 1033-1034, 1035-1036, 1037-1038, 1039-1040, 1041-1042, 1043-1044, 1045-1046, 1047-1048, 1049-1050, 1051-1052, 1053-1054, 1055-1056, 1057-1058, 1059-1060, 1061-1062, 1063-1064, 1065-1066, 1067-1068, 1069-1070, 1071-1072, 1073-1074, 1075-1076, 1077-1078, 1079-1080, 1081-1082, 1083-1084, 1085-1086, 1087-1088, 1089-1090, 1091-1092, 1093-1094, 1095-1096, 1097-1098, 1099-1100, 1101-1102, 1103-1104, 1105-1106, 1107-1108, 1109-1110, 1111-1112, 1113-1114, 1115-1116, 1117-1118, 1119-1120, 1121-1122, 1123-1124, 1125-1126, 1127-1128, 1129-1130, 1131-1132, 1133-1134, 1135-1136, 1137-1138, 1139-1140, 1141-1142, 1143-1144, 1145-1146, 1147-1148, 1149-1150, 1151-1152, 1153-1154, 1155-1156, 1157-1158, 1159-1160, 1161-1162, 1163-1164, 1165-1166, 1167-1168, 1169-1170, 1171-1172, 1173-1174, 1175-1176, 1177-1178, 1179-1180, 1181-1182, 1183-1184, 1185-1186, 1187-1188, 1189-1190, 1191-1192, 1193-1194, 1195-1196, 1197-1198, 1199-1200, 1201-1202, 1203-1204, 1205-1206, 1207-1208, 1209-1210, 1211-1212, 1213-1214, 1215-1216, 1217-1218, 1219-1220, 1221-1222, 1223-1224, 1225-1226, 1227-1228, 1229-1230, 1231-1232, 1233-1234, 1235-1236, 1237-1238, 1239-1240, 1241-1242, 1243-1244, 1245-1246, 1247-1248, 1249-1250, 1251-1252, 1253-1254, 1255-1256, 1257-1258, 1259-1260, 1261-1262, 1263-1264, 1265-1266, 1267-1268, 1269-1270, 1271-1272, 1273-1274, 1275-1276, 1277-1278, 1279-1280, 1281-1282, 1283-1284, 1285-1286, 1287-1288, 1289-1290, 1291-1292, 1293-1294, 1295-1296, 1297-1298, 1299-1300, 1301-1302, 1303-1304, 1305-1306, 1307-1308, 1309-1310, 1311-1312, 1313-1314, 1315-1316, 1317-1318, 1319-1320, 1321-1322, 1323-1324, 1325-1326, 1327-1328, 1329-1330, 1331-1332, 1333-1334, 1335-1336, 1337-1338, 1339-1340, 1341-1342, 1343-1344, 1345-1346, 1347-1348, 1349-1350, 1351-1352, 1353-1354, 1355-1356, 1357-1358, 1359-1360, 1361-1362, 1363-1364, 1365-1366, 1367-1368, 1369-1370, 1371-1372, 1373-1374, 1375-1376, 1377-1378, 1379-1380, 1381-1382, 1383-1384, 1385-1386, 1387-1388, 1389-1390, 1391-1392, 1393-1394, 1395-1396, 1397-1398, 1399-1400, 1401-1402, 1403-1404, 1405-1406, 1407-1408, 1409-1410, 1411-1412, 1413-1414, 1415-1416, 1417-1418, 1419-1420, 1421-1422, 1423-1424, 1425-1426, 1427-1428, 1429-1430, 1431-1432, 1433-1434, 1435-1436, 1437-1438, 1439-1440, 1441-1442, 1443-1444, 1445-1446, 1447-1448, 1449-1450, 1451-1452, 1453-1454, 1455-1456, 1457-1458, 1459-1460, 1461-1462, 1463-1464, 1465-1466, 1467-1468, 1469-1470, 1471-1472, 1473-1474, 1475-1476, 1477-1478, 1479-1480, 1481-1482, 1483-1484, 1485-1486, 1487-1488, 1489-1490, 1491-1492, 1493-1494, 1495-1496, 1497-1498, 1499-1500, 1501-1502, 1503-1504, 1505-1506, 1507-1508, 1509-1510, 1511-1512, 1513-1514, 1515-1516, 1517-1518, 1519-1520, 1521-1522, 1523-1524, 1525-1526, 1527-1528, 1529-1530, 1531-1532, 1533-1534, 1535-1536, 1537-1538, 1539-1540, 1541-1542, 1543-1544, 1545-1546, 1547-1548, 1549-1550, 1551-1552, 1553-1554, 1555-1556, 1557-1558, 1559-1560, 1561-1562, 1563-1564, 1565-1566, 1567-1568, 1569-1570, 1571-1572, 1573-1574, 1575-1576, 1577-1578, 1579-1580, 1581-1582, 1583-1584, 1585-1586, 1587-1588, 1589-1590, 1591-1592, 1593-1594, 1595-1596, 1597-1598, 1599-1600, 1601-1602, 1603-1604, 1605-1606, 1607-1608, 1609-1610, 1611-1612, 1613-1614, 1615-1616, 1617-1618, 1619-1620, 1621-1622, 1623-1624, 1625-1626, 1627-1628, 1629-1630, 1631-1632, 1633-1634, 1635-1636, 1637-1638, 1639-1640, 1641-1642, 1643-1644, 1645-1646, 1647-1648, 1649-1650, 1651-1652, 1653-1654, 1655-1656, 1657-1658, 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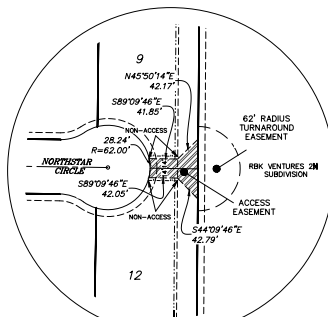
JMAC INDUSTRIAL SECOND ADDITION

BEING PART OF LOT 1 BLOCK 1, LOT 2 BLOCK 1, LOTS 1-6 BLOCK 2, ALL OF BLOCK 3, PART OF LOT 1 BLOCK 4 JMAC INDUSTRIAL ADDITION, PART OF THE SOUTH 1/2 OF 71ST AVENUE NE RIGHT-OF-WAY, PARTS OF NORTHSTAR DRIVE AND NORTH 19TH STREET RIGHTS-OF-WAY, AND PART OF THE EASTERLY 43' OF THE NW 1/4, SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN

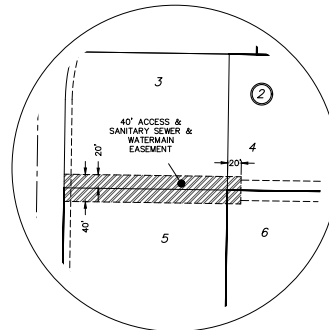
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



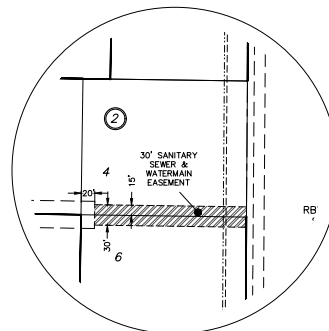
LOTS 5, 6, & 8 BLOCK 1
STORMWATER & DRAINAGE
EASEMENT DETAIL



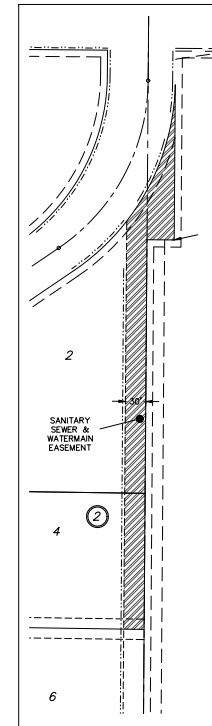
LOTS 9 & 12 BLOCK 2
ACCESS EASEMENT TO THE OWNERS OF
RBK VENTURES SUBDIVISION & RBK
VENTURES SECOND SUBDIVISION DETAIL



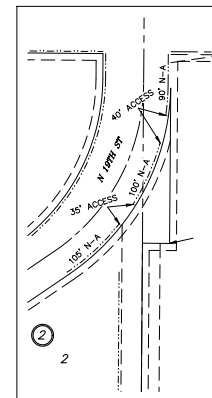
LOTS 3, 4, 5, & 6 BLOCK 2
ACCESS, SANITARY SEWER &
WATERMAIN EASEMENT DETAIL



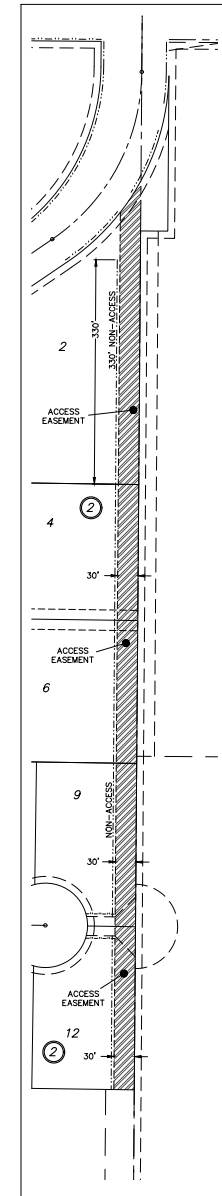
LOTS 4 & 6 BLOCK 2
SANITARY SEWER &
WATERMAIN EASEMENT DETAIL



LOTS 2 & 4 BLOCK 2
SANITARY SEWER & WATERMAIN
EASEMENT DETAIL



NORTH 19TH ST ADJOINING LOT 2 BLOCK 2
NON-ACCESS LINES DETAIL



LOTS 2, 4, 6, 9 & 12 BLOCK 2
ACCESS EASEMENT TO THE CITY OF
BISMARCK & NON-ACCESS LINES ALONG
SAID EASEMENT DETAIL



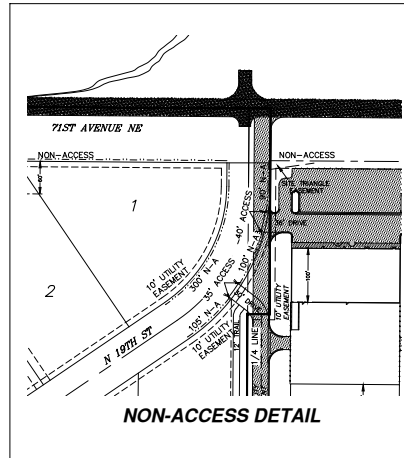
SWENSON, HAGEN & COMPANY P.C.
3002 Arroyo Avenue
Bismarck, North Dakota 58104
dleng@swensonhagen.com
Phone (701) 221-2000
Fax (701) 221-2006
Landscape & Site Design
Construction Management

JMAC INDUSTRIAL SECOND ADDITION

BEING PART OF LOT 1 BLOCK 1, LOT 2 BLOCK 1 LOTS 1-6 BLOCK 2, ALL OF BLOCK 3, PART OF LOT 1
BLOCK 4 JMAC INDUSTRIAL ADDITION, PART OF THE EASTERLY 43' OF THE NW 1/4,
AND PART OF THE NE 1/4 OF
OF SECTION 10, TOWNSHIP 139 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN

BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA PRELIMINARY PLAT

0' 100'
SCALE - 1" = 100'
JANUARY 15, 2026
VERTICAL DATUM:
NAVD 83



37.0 ACRES

EXISTING ZONING: MA/A

PROPOSED ZONING: MA

23 LOTS, 3 BLOCKS

OWNERS:

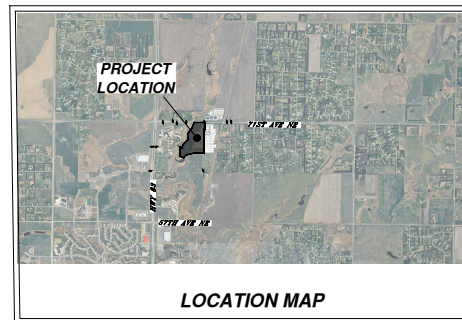
YUKON INVESTMENTS, LLC
555 HWY 1804 NE
BISMARCK, ND 58503

RON KNUTSON
555 HWY 1804 NE
BISMARCK, ND 58503

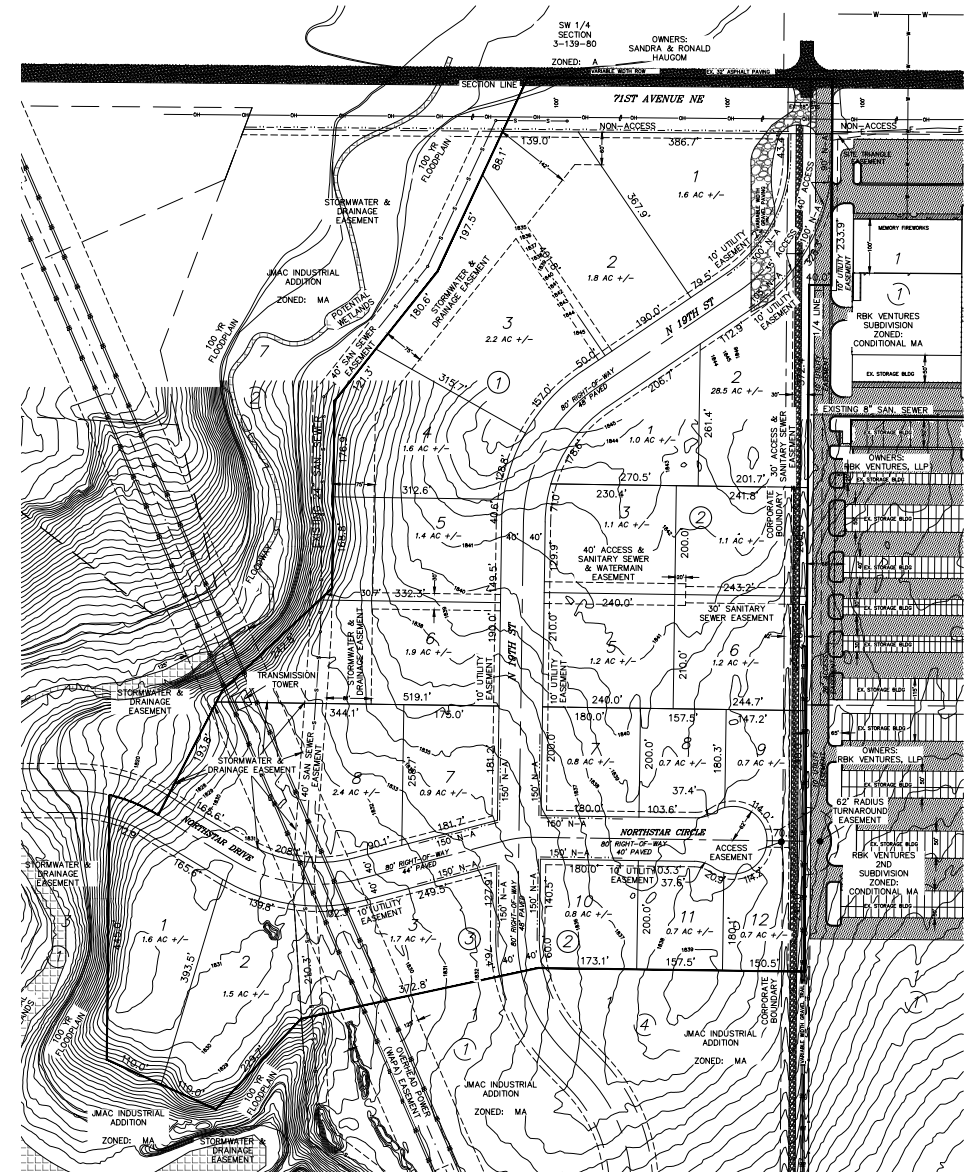
CITY OF BISMARCK
221 N. 5TH ST
BISMARCK, ND 58501

BURLEIGH COUNTY
221 N. 5TH ST
BISMARCK, ND 58501

SURVEYOR:
SWENSON HAGEN & CO
3002 AIRWAY AVE
BISMARCK, ND 58504

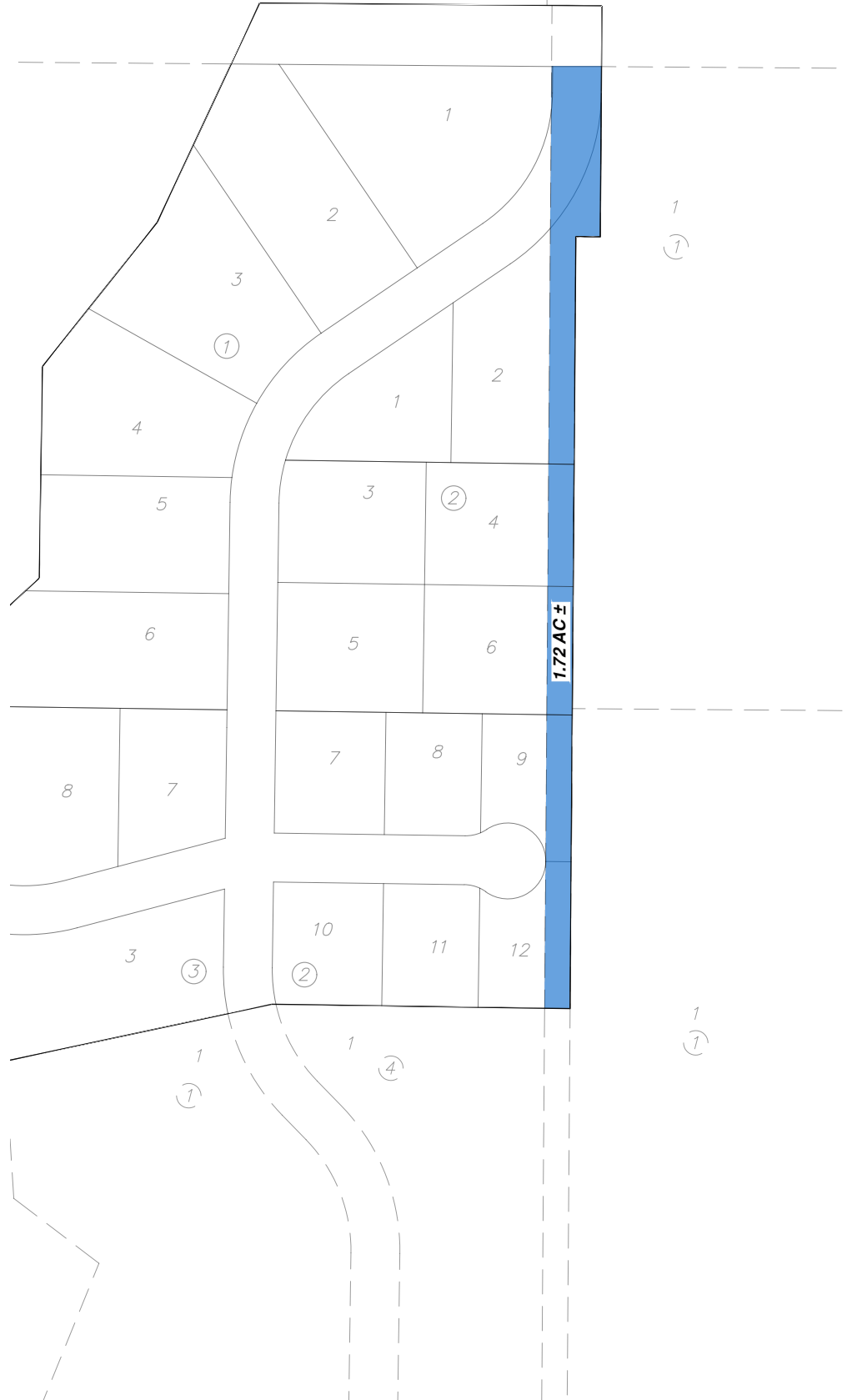


CENTERLINE LENGTHS:
71ST AVE---560 LF (ARTERIAL)
19TH ST---1870 LF (COLLECTOR)
NORTH STAR DR/CIRCLE---1130 LF (LOCAL)



ANNEXATION EXHIBIT

THE EAST 43' OF JMAC INDUSTRIAL SECOND ADDITION
AND 19TH STREET NORTH RIGHT-OF-WAY OF RBK SUBDIVISION
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA





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

Last Revised: 11/14/24

CUL-DE-SAC JUSTIFICATION

Section 14-05-09(n) of City Code of Ordinances states:

Cul-de-sacs. The use of cul-de-sac streets shall be limited in order to promote a well-connected street network that provides for safe, direct and convenient access by vehicles, bicycles, and pedestrians. Cul-de-sac streets may be permitted in instances where there is no reasonable opportunity to provide for future connections to adjoining streets, including natural barriers such as topography or water features, man-made barriers such as railroad tracks, or to discourage through traffic between incompatible land uses. Detailed written justification for the use of cul-de-sac streets in proposed subdivision plats shall be provided as part of the plat application process.

Proposed Subdivision Name:

JMAC SECOND ADDITION

Justification for the use of cul-de-sacs:

The proposed North Star Circle cul-de-sac within JMAC second addition is needed, as the further extension of North Star Drive easterly is not possible. RBK Subdivison, located east of and adjacent to the JMAC Second Addition has been developed with a series of industrial buildings that would directly impede the extension of the road.



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planning@bismarcknd.gov

Last Revised: 05/14/2025

SUBDIVISION REQUIREMENTS/ STANDARDS WAIVER REQUEST

If any waivers from subdivision requirements/standards are being requested, this form must be completed and submitted in conjunction with the unified development application. ***This form cannot be used for amendments to the Major Street Plan or the Future Land Use Plan, or for written justification for the use of cul-de-sacs or private roadways.***

SUBDIVISION INFORMATION:

Name of Subdivision:

JMAC Industrial Second Addition

REQUESTED WAIVERS FROM SUBDIVISION REQUIREMENTS/STANDARDS:

☐ Ghost Platting

Reason for Request:

☐ Paving of Interior Roadways

Reason for Request:

☒ Maximum Block Length

Reason for Request:

Block 1: Exceeds max block length by re-platting the previously platted right-of-way (Northstar Drive). Lands north of Northstar and west of JMAC2 are already developed or are stormwater drainage areas.

Block 2: Exceeds Max block length. Lands to the east are already developed

☐ Minimum Lot Width/Area

Reason for Request:

☐ Other (Specify)

Reason for Request:

☐ Other (Specify)

Reason for Request:

☐ Other (Specify)

Reason for Request:



Legal Department

DATE: June 9, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6667

REQUEST:

Public hearing on Ordinance 6667 to amend Section 12-03-08 of the City of Bismarck Code of Ordinances relating to Violations of Registration Provisions and to enact Section 12-05-12 of the City of Bismarck Code of Ordinances relating to Speed in School Zone.

BACKGROUND INFORMATION:

Speeding in a school zone is indirectly referenced in Title 12 of the Bismarck Ordinances. After consultation with the Police and Engineering departments, the Legal Department is seeking to add a separate ordinance to provide clearer notice to drivers, similar to the ordinance regarding speeding in a construction zone.

The registration amendment is to specify where a vehicle's temporary registration must be displayed and that it must be visible, corresponding to the Statute in the Century Code.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing on Ordinance 6667 and approve as presented.

STAFF CONTACT INFORMATION:

Julie Mees, City Attorney, 701-355-1340, jmees@bismarcknd.gov

ATTACHMENTS:

1. Ordinance 6667

**CITY OF BISMARCK
ORDINANCE NO. 6667**

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

AN ORDINANCE TO AMEND SECTION 12-03-08 AND ENACT SECTION 12-05-12 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO VIOLATIONS OF REGISTRATION PROVISIONS AND SPEED IN SCHOOL ZONE

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

Section 1. Amend. Section 12-03-08 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Violations of Registration Provisions is hereby amended to read as follows:

12-03-08. Violations of Registration Provisions.

It is unlawful for any person to operate, or for the owner thereof knowingly to permit anyone to operate, upon a highway or other place open to the public, any motor vehicle which is not registered, or which does not have attached thereto and displayed thereon a number plate or plates assigned thereto by the registrar for the current registration year, subject to the exemptions allowed pursuant to Chapter 39-04, N.D.C.C. A temporary registration permit obtained from the department of transportation or a licensed motor vehicle dealer must be displayed on the rear window, the rearmost driver's side window, or in the location of the rear license plate. The temporary registration permit must be clearly visible and free of any obstructions.

*Reference: NDCC Sec. 39-04-37 (1985 Supp.)
(Ord. 4625, 08-02-94)*

Section 2. Enact. Section 12-05-12 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Speed in School Zone is hereby enacted to read as follows:

12-05-12. Speed in School Zone.

The traffic engineer may designate and post special areas of streets and highways as school zones where lower speed limits apply. The posted school zone speed limit shall be effective during school recess or while children are going to or leaving school during opening or closing hours. The penalty for a violation of this section is commensurate with North Dakota Century Code Section 39-06.1-06.

Reference: NDCC Sec. 39-09-01, 39-09-02, and 39-06.1-06.

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 jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall take effect upon final passage, adoption and publication.



Finance Department

DATE: June 9, 2026

FROM: Eric Lund, Acting Finance Director

ITEM: Ordinance 6668

REQUEST:

Public hearing on Ordinance 6668 to amend Title 7-01 of the City of Bismarck Code of Ordinances, relating to purchasing thresholds.

BACKGROUND INFORMATION:

Attached is the proposed changes to Title 7-01, City of Bismarck Code of Ordinances to reflect and align with the City's Procurement Policy, which was passed at the May 12, 2026, Board of City Commissioners meeting.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing on Ordinance 6668 and approve as presented.

STAFF CONTACT INFORMATION:

Eric Lund, Acting Finance Director, 701-355-1601, elund@bismarcknd.gov
Joshua Fern, Procurement Officer, 701-355-1650, jfern@bismarcknd.gov

ATTACHMENTS:

1. Ord 6668

**CITY OF BISMARCK
ORDINANCE NO. 6668**

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

AN ORDINANCE TO AMEND SECTION 7-01-03 THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO COMPETITIVE BIDDING REQUIRED

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

Section 1. Amend. Section 7-01-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Competitive Bidding Required is hereby amended to read as follows:

7-01-03. Competitive Bidding Required.

1. All purchases of and contracts for supplies and contractual services, ~~and all sales of property that has become obsolete or unusable must,~~ except as otherwise provided herein, be based on competitive bids. Unless otherwise directed by the commission, or otherwise provided by law, all bids must be advertised in the local newspaper once each week for two consecutive weeks with the bid opening at least 10 days after the last advertisement.

2. All supplies and contractual services, except as otherwise provided herein, when the estimated cost exceeds ~~\$50,000.00~~\$100,000.00 must be purchased at public sale from the lowest and best bid meeting or exceeding specifications pursuant to Section 44-08-01.1, N.D.C.C. and subject to Section 44-08-01, N.D.C.C.

3. All sales or dispositions of obsolete or unusable property, when the estimated value exceeds \$3,000.00, may be sold only at public sale except as provided by Section 7-01-05. Sales of property of an estimated value of \$3,000.00 or less may be made by private sale.

4. Purchases of supplies and contractual services, when the estimated cost is \$10,000.00 or less, may be made in the open market without competitive

bidding, unless otherwise required by law. Purchases of supplies and contractual services, when the estimated cost is more than \$10,000.00 but less than ~~\$50,000.00~~\$100,000.00, may be made in the open market without competitive bids, provided that documentation is submitted showing that prices or informal quotes were solicited from a minimum of three suppliers or, if fewer than three suppliers are available, then from all available suppliers, unless otherwise required by law.

5. Any supplies, materials, equipment, or contractual services previously competitively bid by the State or one of its agencies, for which the State or agency has made provision for participation by political subdivisions, may be purchased through the State or agency's bid letting upon approval by the City Commission.

6. Any supplies, materials, equipment, or contractual services may be purchased through another State's cooperative purchasing venture, a cooperative purchasing organization for public sector procurement, or professional Association cooperative purchasing venture, of which the City, or its Department, or an employee, is a member of the Association, upon approval by the City Commission.

Reference: NDCC Sec. 44-08-01; 44-08-01.1; 40-11-04.

(Ord. 4403 & 4404, 10-22-91; Ord. 4422, 03-24-92; Ord. 4592, 03-29-94; Ord. 6062, 06-10-14; Ord. 6093, 12-23-14; Ord. 6405, 02-08-20; Ord. 6450, 03-15-21)

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 jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect upon final passage, adoption and publication.



Planning Department

DATE: June 9, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Frank Addition – Stormwater and Drainage Easement Release

REQUEST:

Consider the request to release part of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition.

BACKGROUND INFORMATION:

Molinaro Properties LLC is requesting release of the West 2.50 feet of the East 57.00 feet of the North 105.00 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition. The easement was granted with the plat of Frank Addition, which was recorded January 29, 2023.

The project area is located in north Bismarck, east of Coleman Street, south of Bremner Avenue, and west of Ottawa Street.

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:

Approve the release of the West 2.50 feet of the East 57.00 feet of the North 105 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

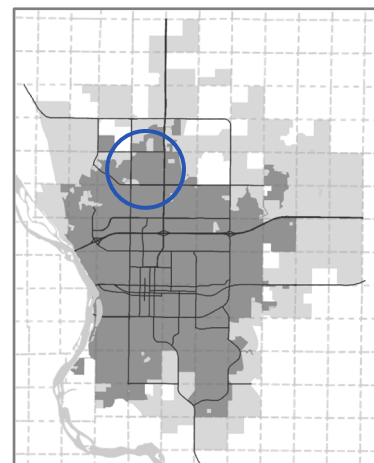
STAFF REPORT

Application for: **Easement Release**

Project ID: **PLMD2026-010**

Project Summary

<i>Title:</i>	Frank Addition, Block 1, Lot 2
<i>Status:</i>	City Commission - Public Hearing
<i>Property Owner(s):</i>	Molinaro Properties LLC
<i>Project Contact:</i>	Matthew Schaible, PE, SEH Inc.
<i>Project Location:</i>	In north Bismarck, east of Coleman Street, south of Bremner Avenue, and west of Ottawa Street
<i>Project Size:</i>	30,958 square feet
<i>Applicant Request:</i>	Release part of the stormwater and drainage easement to facilitate parking lot development for associated commercial use
<i>Staff Recommendation:</i>	Approve



Project Narrative

Molinaro Properties LLC is requesting release of the West 2.50 feet of the East 57.00 feet of the North 105.00 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition.

The easement was granted with the plat of Frank Addition, which was recorded January 29, 2023.

Public Engagement

Release of any easement, other than franchise utility easements, requires a public hearing by City policy. Owners of adjacent properties have been notified of the public hearing to be held on this request.

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

All written comments received by staff prior to the public hearing will be distributed to the City Commission and summarized by staff during the oral presentation.

(continued)

Project Context

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



The property has been identified as Community Mixed Use (CMU) in the Future Land Use Plan. The CMU areas are places of commerce, employment, and residence for the Bismarck community. Implementation goals of this plan as they relate to easement releases are referenced in review standards below.

Adjacent uses include undeveloped land and offices to the south, retail uses to the east, undeveloped land, residential, and retail uses to the north, and two-family residential and offices to the west.

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 easement proposed for release is no longer needed for the purpose for which it was dedicated ([Goal C10-b](#), [Goal C11](#))

Yes. The City Engineer has affirmed that the proposed release of this stormwater and drainage

easement will not negatively affect the quantity or quality of water runoff through this area.

Proper administrative procedures related to the request are being followed

Yes. The proposed easement is subject to a public hearing and notification requirements, according to the City's Easement Release policy. A public hearing has been scheduled for this requested easement release, and all notice requirements have been met, as documented in this report above.

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

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

Staff Recommendation

Based on the above findings, staff recommends approval of the release of the West 2.50 feet of

(continued)

the East 57.00 feet of the North 105 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition.

Attachments

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

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

**RESOLUTION OF
THE BISMARCK BOARD OF CITY COMMISSIONERS
RELEASE OF STORMWATER & DRAINAGE EASEMENT
IN FRANK ADDITION (PLMD2026-010)**

WHEREAS, the owners of property described as Lot 2, Block 1, Frank Addition, adjoining and contiguous to a platted stormwater and drainage easement, have heretofore joined in petition requesting that said stormwater and drainage easement be released, verified by oath of at least one petitioner and accompanied by a plat of said easement to be released, having set forth the facts and reason for said release; and

WHEREAS, said platted easement is shown on the plat of Frank Addition, which was recorded on January 29, 2023; and

WHEREAS, the City Engineer has determined that the stormwater and drainage easement proposed for release is no longer necessary to provide stormwater and drainage services to the area; and

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota, that the petition to release stormwater and drainage easement described as:

The West 2.50 feet of the East 57.00 feet of the North 105.00 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition in the City of Bismarck, Burleigh County, North Dakota

is in all things allowed and granted.

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

Adopted this 9th day of June, 2026.

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 June 9, 2026.

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

DRAFT

STORM WATER AND DRAINAGE EASEMENT VACATION

BEING A PART OF FRANK ADDITION, IN THE SE1/4 OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

Legal Description:

A parcel of land located in the Southeast Quarter of Section 16, Township 139 North, Range 80 West of the 5th Principal Meridian, City of Bismarck, Burleigh County, North Dakota, described as follows:

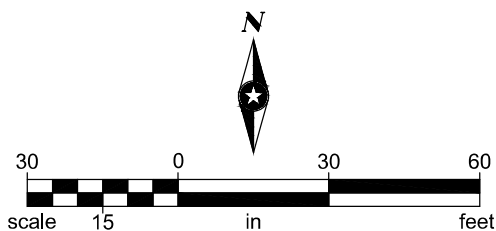
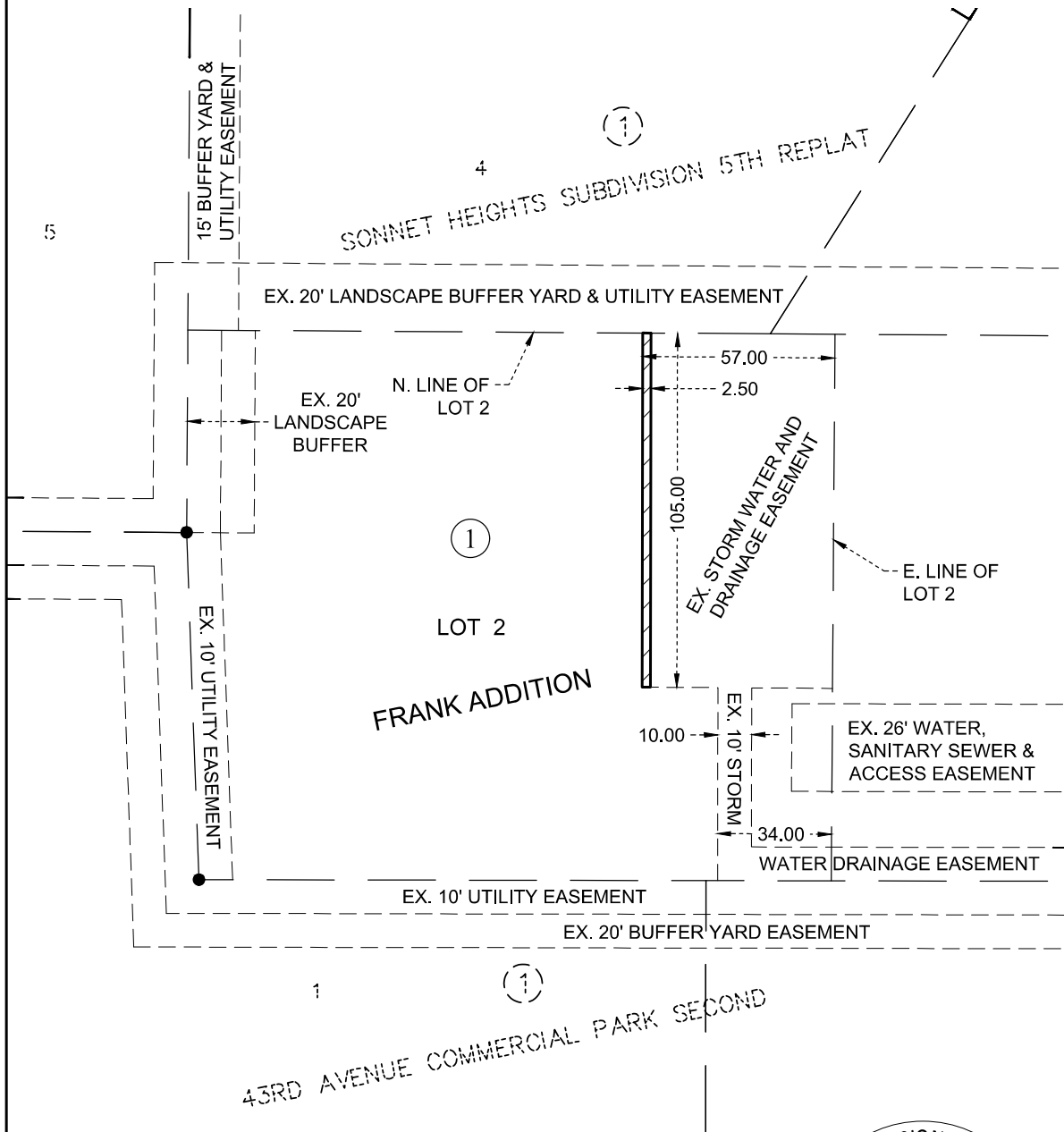
The West 2.50 feet of the East 57.00 feet of the North 105.00 feet of Lot 2, FRANK ADDITION, said plat on file and of record at the Burleigh County Recorder's Office. Said parcel of land being part of the Storm Water and Drainage Easement as dedicated to the City of Bismarck.



DATE: 05/15/2026			1 of 2
SEH Project	MOLPR176718		
Drawn By	brw		
Surveyed By	rmi		
Checked By	djb		

STORM WATER AND DRAINAGE EASEMENT VACATION

BEING A PART OF FRANK ADDITION, IN THE SE1/4 OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



DATE:
05/15/2026
SEH Project MOLPR176718
Drawn By brw
Surveyed By rmi
Checked By djb



2
of 2



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

Last Revised: 4/4/25

PETITION FOR VACATION OR RELEASE

The following petition is submitted in conjunction with an application to the Community Development Department of the City of Bismarck, ND for vacation of a public street, alley, or public ground, in accordance with Section 40-39-05 of the ND Century Code or release of a platted easement. All adjacent property owners have signed the application, and one representative property owner files this oath of petition.

Legal description of area proposed for vacation/release:	The West 2.50 feet of the East 57.00 feet of the North 105.00 feet of the stormwater and drainage easement on Lot 2, Block 1, Frank Addition
Notes: (if applicable)	
Petitioning Owner Name:	Molinaro Properties LLC (Greg Molinaro)
Petitioning Owner Address:	4016 HEARTLAND DR BISMARCK ND, 58503-8978

As an owner of property adjacent to this above-described area, I hereby petition the City of Bismarck Board of City Commissioners to vacate this public right-of-way or release this platted easement.

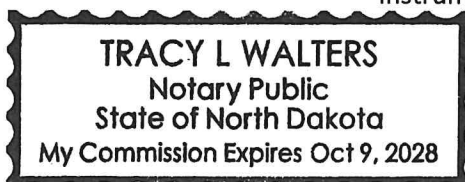
[Redacted Signature]

(Signature)

5/18/2026
(Date)

STATE OF ND)
 : SS
COUNTY OF Burleigh)

On this 18 day of May, 2026, before me, a notary public in and for said county and state, appeared Gregory Molinaro, known to be personally to be the same person described in and whom executed the above instrument, and severally acknowledged that he/she executed the same.



Tracy L Walters
Notary Public
Burleigh County, State of ND

ALL OWNERS OF ADJACENT PROPERTY MUST SIGN THE APPLICATION



City of Bismarck
Planning Department
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Last Revised: 10/27/25

UNIFIED DEVELOPMENT APPLICATION

APPLICATIONS ARE NOT COMPLETE UNTIL ALL REQUIRED
SUBMITTALS AND SIGNATURES HAVE BEEN RECEIVED

Application submitted for (check all that apply):

For Internal Office Use

Project ID(s)
Primary First

PLMD 2026-010

- | | | |
|--|--|---|
| ☐ Preliminary Major Plat | ☐ Lot Modification | ☐ Variance |
| ☐ Final Major Plat | ☐ Lot Line Adjustment | ☐ Plat Modification |
| ☐ Minor Plat | ☐ Lot Split | ☐ Right-of-Way Vacation |
| ☐ Rural Residential Lot Split | ☐ Lot Combination | ☒ Easement Release |
| ☐ Zoning Map Amendment | ☐ Annexation | ☐ Non Access Line Release |
| ☐ Zoning Map Amendment (PUD) | ☐ Special Use Permit | ☐ Future Land Use Plan Amendment |
| ☐ PUD Amendment | Type: Not Applicable | ☐ Major Street Plan Amendment |

Mark the Individual who will be primary contact with City of Bismarck regarding this application:

☐ APPLICANT/COMPANY		Email / phone is confidential and exempt from open records per NDCC §44-04-18.21			
Name	Greg Molinaro	Phone		Email	
Address	4016 Heartland Dr	City	Bismarck	State	ND Zip 58503

☐ PROPERTY OWNER (if different from applicant)		Email / phone is confidential and exempt from open records per NDCC §44-04-18.21			
Name		Phone		Email	
Address		City		State	Zip

Note: If the property owner is a corporation, partnership, trust, etc., attach documentation to demonstrate that the person signing the application is legally authorized to sign on behalf of the organization. Fill as representative for multiple property owners, but all owners must sign application.

☐ CONSULTANT/AGENT/COMPANY (if applicable)		Email / phone is confidential and exempt from open records per NDCC §44-04-18.21			
Name	Matthew Schaible	Phone		Email	
Address	905 Tacoma Ave Suite 2	City	Bismarck	State	ND Zip 58504

SUBJECT PROPERTY INFORMATION

Address(es):	4636 Ottawa Street	Acres: (0.00)	0.67
Existing Legal Description(s) (lot, block, subdivision):	Proposed Legal Description/Subdivision Name (if applicable)		
Lot 2, Block 1 Frank Addition			
	Proposed Number of Lots:		
	Proposed Number of Blocks:		

Note: Legal descriptions must be complete and accurate. Attach a separate Microsoft Word (.docx) document if more space is needed. Zoning map amendments with multiple districts must include the legal description for each district.

CONTINUATION OF PROCESS

Scoping ID (e.g. STRT...)		Stormwater ID (e.g. PCSMP...)	PCSMP2026-36	Preliminary Plat (e.g. PPLT...)	
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Note: Applications for preliminary plat require a pre-application meeting and return of a stormwater scoping sheet. Applications for final plat require approval of a preliminary plat and conditional approval of a Post Construction Stormwater Management Plan (PCSMP). Staff will use IDs to verify.

FOR ZONING MAP AMENDMENT/PLAN AMENDMENT ONLY

Existing Zoning:		Proposed Zoning:	
Existing Future Land Use:		Proposed Future Land Use:	
Proposed Zoning Conditions (if applicable):			

PROPOSAL AND REASON FOR REQUEST

Please provide a detailed summary of your proposal below, including proposed land uses, development of infrastructure and public spaces, and timelines, as known. Information relevant to compliance with City Code of Ordinances should be included. Provide facts and reasons to support the need for the requested change and how it would conform to and/or advance the goals and objectives of Bismarck's Comprehensive Plan. Attach separately, if more space is needed.

Proposal is to vacate 2.5' of existing storm water and drainage easement that has an existing storm detention pond. The proposed vacation portion is not used by the existing pond and is outside of the berm of the pond. This vacation would not effect the pond functionality.

The proposed vacated area would be improved with paved parking lot with curb & gutter, improving the site drainage control and potential erosion of the pond perm by preventing storm runoff from crossing soil/grassed area and re-directing into a storm inlet and storm sewer system.

☐ An additional document is attached with more information

Acknowledgments and Authorization

I/we signatories of this application acknowledge the following:

- I/we attest that the information contained in this application, and all attached documents, is accurate and complete to the best of my knowledge and ability.
- I/we grant approval for City of Bismarck staff to enter the property described herein for purposes related to evaluation, public notification, and documentation of the requested action.
- I/we hereby waive approval timeline requirements of NDCC Section 40-48-21 in return for expeditious consideration of my application by the City. Because of scheduling and calendar considerations, the subdivision plat may not be finally approved within 30 days, as therein required.
- I/we understand that the City of Bismarck will record an approved subdivision, ordinance, easement, or other document with the Burleigh County Recorder's Office on my behalf once it has been signed and submitted to the City in recordable form.
- I/we understand that a complete application must be received by the submittal deadline stipulated on the published Meeting Schedule and Application Deadlines to be eligible for a hearing at the next available meeting of the relevant board.
- I/we understand that the City will post legal notice of public hearing on my behalf for any annexation, rather than the applicant per NDCC Section 40-51.2-05.
- I/we authorize the consultant listed on this application to revise any documents, request delay, and/or withdraw the request on behalf of applicant.
- I/we understand the requirements of the Bismarck Code of Ordinances and the North Dakota Century Code as they pertain to this request(s).
- I/we are aware that there may restrictive covenants or other private contractual limitations on this land beyond what is reviewed by the City for this request.
- I/we certify that all property owners of lands included within this request are listed on this application.
- I/we understand that an approval of the request(s) is not guaranteed and any fees paid are non-refundable.

I/we hereby request favorable consideration of the above-described development application.



(Applicant's Signature)

Greg Molinaro

(Printed Name)

5/18/2026
(Date)

(Owner's Signature, if different)

(Printed Name)

(Date)

(Additional Owner's Signature, if applicable)

(Printed Name)

(Date)

(Additional Owner's Signature, if applicable)

(Printed Name)

(Date)

Submittal Instructions

1. Read over the Unified Development Application carefully and review the Meeting Schedule and Application Deadlines and Fee Schedule. Consult notes from pre-application meeting, if available, and contact Planning staff with any questions about required items.
2. Complete all boxes on this Unified Development Application, including City Submittal Checklist, except for signatures and dates on this page.
3. Prepare all required submittal attachments and export into proper file formats.
4. Communicate with all signatories/payers in advance, so they are fully aware of the application/attachments.
5. Submit the application to the Planning Department by attaching to an email to planning@bismarcknd.gov.
6. Attach remaining required submittals to same email. Please do not send documents in multiple emails.
7. Note email addresses for each signatory listed on the application in the body of the email, unless already given in application. These emails are not a public record. Use the Affidavit of Development Application form if more than four individuals need to sign the application.
8. An email will be sent to all email addresses on application with instructions to pay fee by phone or online. Applicants may also mail or deliver a check for payment by the same deadline.
9. Planning staff will send the application by email to each provided address using a secure platform to obtain a digital signature from each person.
10. Signatories must sign by that Friday at 5pm to be deemed complete and proceed on the application cycle. Applications may be submitted early to allow extra time for signature or payment.