



Board of City Commissioners

July 14, 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.

CEREMONIAL SWEARING-IN

CALL TO ORDER

FUTURE COMMISSION MEETINGS

July 28, 2026
August 11, 2026 & August 25, 2026
September 8, 2026 & September 22, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. LEADERSHIP CODE OF CONDUCT

Leadership Code

2. COMMISSIONER ORIENTATION

Commissioner Orientation

3. PUBLIC COMMENT

4. 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. Apply for and receive a State Homeland Security Program Grant.
 - 2. Appoint Tyler Demars to the Dakota Media Access (DMA) Board of Directors, with a term to expire in 2030.
 - 3. Confirmation of appointed officers.
 - 4. Introduction of and public hearing on an application for a Class C-2 Hotel or Motel alcohol license by Jassi Bismarck 29 Corporation (dba) LaQuinta Inn & Suites at 2240 North 12th Street.
- E. Consider the request for approval from the Engineering Department for the following:
 - 1. Close 4th Street between Rosser Avenue and East A Avenue on Saturday, August 1, 2026, from 6:00 AM to 10:00 PM.
 - 2. Dedication and acceptance of access, water and sewer easements related to Elk Ridge Fourth Addition.
 - 3. Encroachment Agreement with Phat Brothers Bakery, Inc. for the sign overhanging on the right-of-way at 1129 E Bismarck Expressway.
 - 4. Resolution approving the resolution of necessity for Street Improvement District No. SI 603.
 - 5. Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District No. SE 588.
- 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 for ordinance 6673 to create a special assessment district for annexed properties.

- G. Consider the request for approval from the Legal Department for the following:
1. Introduction of and call for a public hearing on Ordinance 6674 to amend Sections 2-05-01, 2-05-02 and 6-09-04 of the City of Bismarck Code of Ordinances relating to Term of Office, Duties and Powers, and Fee Assessments for Funding Crime Victim and Witness Program.
- H. Consider the request for approval from the Planning Department for the following:
1. 2025 Consolidated Annual Performance Evaluation Report (CAPER), which serves as a detailed report of the prior year's performance of the Community Development Block Grant (CDBG) program.
 2. 2026 Annual Unified Planning Work Program (UPWP) Contract Amendment.
 3. Introduction of and call for a public hearing on Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat, which the Planning and Zoning Commission recommends approval.
 4. Introduction of and call for a public hearing on Ordinance 6676, a zoning map amendment from the A – Agriculture and CG – Commercial zoning district to the CG – Commercial zoning district and major subdivision final plat titled Berg Acres Addition, which the Planning and Zoning Commission recommends approval.
 5. Introduction of and call for a public hearing on Ordinance 6677, a zoning map amendment from the A – Agricultural and RT – Residential zoning districts to the RT – Residential zoning district, and major subdivision final plat titled DCN Addition, which the Planning and Zoning Commission recommends approval.
 6. Meadow Valley Sixth Addition, a minor subdivision final plat, which the Planning and Zoning Commission recommends approval.
 7. Vacate platted setback lines in Wachter's Fifth Addition.
- I. Consider the request for approval from the Police Department for the following:
1. Permission to accept a donation of \$7500 from Emmons-Logan Wind LLC for the Bismarck Police Department (BPD) Wellness Center.
- J. Consider the request for approval from the Public Works - Service Operations Department for the following:
1. Award the Construction of the Public Works Fuel Tank & Dispensers and related items project to O'Day Equipment, LLC in the amount of \$584,263.
- K. Consider the request for approval from the Public Works - Utility Operations Department for the following:

1. Award architectural services for the Water Treatment Plant (WTP) Sludge Building Reproof Project to The Origin Group for \$24,750.00.
2. Water Treatment Plant (WTP) GMP7 Change Order No. 6 with PKG Contracting Inc. in the amount of -\$31,262.00 and a time extension to September 25, 2026.

5. REGULAR AGENDA

- A. Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant ERE Properties LLC.
- B. Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant JH Commercial LLC.
- C. Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant Zenker Enterprises.
- D. Public hearing on an application for a Class F-1 alcohol license by The Landing, LLC (dba) The Landing at 1700 River Road.
- E. Public hearing on a request for a new Class I-2: Complementary Alcohol license for North Nail and Lash, LLC (dba) North Nails at 4401 Coleman Street.
- F. Public hearing on Ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way.
- G. Public hearing on Ordinance 6672 to amend Chapter 7-02 Salary and Payroll and Chapter 7-03 of the City of Bismarck Code of Ordinances relating to Sales, Use, and Gross Receipts Tax.
- H. Consider the request to receive a presentation on the half-cent sales tax for roadways prioritization, funding strategy, and project selection.
- I. Consider the recommendation from Mayor Mike Schmitz for portfolio assignments and designation of Vice Chair of the Board of City Commissioners.

6. OTHER BUSINESS

ADJOURN

Leadership Code for Elected Officials

City of Bismarck

Adopted by the City Commission:

August 27, 2024



The Four R's of the City of Bismarck's Government Leadership:

- Roles
- Responsibilities
- Respect
- Representation



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The constant and consistent theme throughout the Leadership Code is "respect."

Commissioners are confronted with difficult decisions and tremendous stress in making those decisions that may impact thousands of lives. Despite these pressures, elected officials are called upon to always exhibit appropriate behavior. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Commissioners to do the right thing in even the most difficult situations.



Overview of Roles, Representation & Responsibilities

Supporting resources that define the roles and responsibilities of elected officials are the City of Bismarck Charter, Ordinances, and the North Dakota Century Code.

Mayor (President of the Board)

- The Executive Officer of the City of Bismarck is the Mayor. (Bis.Ord. 2-03-05(3))
- Acts as the official head of the City for all ceremonial purposes
- Chairs Commission meetings (Bis.Ord. 2-03-05(1))
- Recognized as spokesperson for the City
- Selects substitute for City representation when Mayor cannot attend (selection is subject to acceptance of request)
- Makes judgment calls on proclamations, Special Orders of the Day, etc.
- Recommends subcommittees as appropriate for Commission approval
- Serves as the liaison between the Commission and the City Administrator
- Leads the Commission into an effective, cohesive working representative body on behalf of the citizens
- Signs documents on behalf of the City

Serves as official delegate of the City to events and conferences

Vice President of the Commission

- Performs the duties of the Mayor if the Mayor is absent or unable (Bis.Ord. 2-03-06)
- Chairs Commission meetings at the request of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

Commissioners

All members of the City Commission, including the Mayor, have equal votes. No Commissioner has more power than any other Commissioner, and all should be treated with equal respect. City Commission members are elected at-large from within the boundaries of the City of Bismarck. It is the role of a commissioner to represent all residents of city.

All Commission members should:

- Fully participate in City Commission meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of Commission meetings and be familiar with issues on the agenda
- Schedule regular meetings with the department directors of their assigned portfolios
- Recognize their role as a governing body for City Government, directing management issues to the appropriate director or City Administrator for resolution



- Represent the City at ceremonial functions at the request of the Mayor
- Place activities and events on the Commission's activities calendar that invite official participation of all Commissioners. A list of the activities of individual Commissioner may also be submitted for public record at the option of the Commissioner.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Bismarck government
- Provide contact information to City Hall in case an emergency or urgent situation arises while the Commissioner is out of town
- Demonstrate honesty and integrity in every action and statement
- Monitor Bismarck's progress in attaining its goals and objectives while pursuing its mission.
- Participate in scheduled activities to increase government effectiveness and review Commission procedures as it benefits the citizens and stakeholders of Bismarck.

Commission Chair

The Mayor will chair official meetings of the City Commission unless the Vice President of the Commission or another Commissioner is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on specific agenda item under consideration
- Makes parliamentary rulings with advice, if requested, from the City Attorney who acts as an advisory parliamentarian. Chair rulings may be overturned if a Commissioner makes a motion as an individual and the majority of the Commission votes to overrule the Chair.

Policies & Protocol Related To Conduct

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Commission. If yes, then the Mayor will recommend which Commissioner (selection is subject to acceptance of request) should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Commissioners at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures

Commissioners do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Commission meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that another Commissioner or City staff sign the document(s). If



correspondence is addressed only to one Commissioner that Commissioner should check with staff on the best way to respond to the sender and to insure records retention rules are followed.

Endorsement of Candidates

Commissioners may endorse candidates for Commission seats or other elected offices but must state that it is their personal endorsement and not on behalf of the City of Bismarck. It is inappropriate to mention endorsements during Commission meetings or other official City meetings.

Non-agenda Items/Suspension of the Rules

During a designated period of the agenda (Public Comment), citizens, Commissioners, and staff may bring forth issues or questions that are on the meeting's agenda, excluding public hearing items. Each speaker may be limited to five minutes as determined by the Chair and should provide the item number on the agenda and their name for the record. In the event a non-agenda item is mentioned, the Chair should provide an appropriate contact for the individual, whether it is a portfolio holder or a staff, to address the concern so that it can be either resolved or all information briefed when it comes before the full Commission.

Public Meeting Hearing Protocol

The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run efficiently.

The applicant or appellant has the right to speak first. Speakers representing either pro or con points of view will be allowed to follow. The Chair may limit the presentation time to five minutes so multiple individuals are allowed to share their perspective. The applicant or appellant will be allowed to make closing comments. Yielding time does not apply to public hearings or public comment as the public is not a member of the legislative body nor are the time frames listed creating a debate under Robert's Rules of Order.

Commissioners will not express opinions until after the public hearing portion is closed, as their minds should not be decided until they have heard from the public who wish to comment. They may ask pertinent questions of the speaker or staff. If a Commissioner votes against a motion, the discussion after the motion is made or commentary prior to vote should explain the rationale so that the public can understand the minority opinion.

Main motions may be followed by amendments, followed by substitute motions. Any Commissioner can call for a point of order. Only Commissioners who voted on the prevailing side may make motions to reconsider, which must occur on the same day as the vote on the original motion. A motion to rescind can be made at any time prior to action occurring on the motion but has different requirements depending upon where and when the motion will be heard. Commissioners who desire to make the first motion on issues which they feel strongly about should discuss their intention with the Chair in advance of the Commission meeting.

Commission Conduct with One Another

Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office to represent, preserve and protect the community. In all cases, this common goal should be acknowledged even as Commission may agree to disagree on contentious issues.

In Public Meetings

- Use formal titles - The Commission should refer to one another formally during public meetings as Mayor, Chair or Commissioner followed by the individual's last name.
- Practice civility and decorum in discussions and debate – Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow Commissioners to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Shouting, disrespectful language or physical actions that could be construed as threatening or damaging to someone's reputation will not be tolerated.
- Honor the role of the Chair in maintaining order - It is the responsibility of the Chair to keep the comments of Commissioners on track during public meetings. Commissioners should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.
- Avoid personal comments that could offend other Commissioners - If a Commissioner is personally offended by the remarks of another Commissioner, the offended Commissioner should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Commissioner to justify or apologize for the language used. The Chair will maintain control of this discussion.
- Demonstrate effective problem-solving approaches - Commissioners have a public stage to show how individuals with disparate points of view can, if possible, find common ground and seek a compromise that benefits the community as a whole.

In Private Encounters

- Continue respectful behavior in private - The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware written notes, voicemail messages, and e-mail may be distributed without your permission - Technology allows all words written or said, to be distributed to the masses. All communication should be treated as public communication, subject to open records requests.

- Private conversations can have a public presence - Elected officials are always on display – their actions, mannerisms, and people around them that they may not know monitor language. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Commission Conduct with City Staff

The primary responsibility of the Commission is the formulation and evaluation of policy. Routine matters concerning operational aspects of the City are to be delegated to the professional staff. Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Commission's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. The City's organizational charts are established to provide the appropriate chain of command for interactions.

- **Treat all staff as professionals**
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- **Limit contact to specific City staff**
To allow for City Directors to manage workflow in their departments, questions of City staff and/or requests for background information should be directed to the City Administrator, Finance Director, Public Works Directors, Chief of Police, City Attorney, or City Officers. When in doubt about what staff contact is appropriate, Commissioners should ask for direction from the City Administrator. This does not prohibit a commissioner from having conversation with City of Bismarck staff when they happened to meeting them in a causal setting. In fact, it should be encouraged to engage, just be respectful of their personal time. Materials supplied to a Commissioner in response to a request will be made available to all members of the Commission so that all have equal access to information. Commission members should develop a working relationship with the City Administrator wherein current issues, concerns and projects can be discussed comfortably and openly.
- **Do not disrupt City staff from their jobs**
Commissioners should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.
- **Never publicly criticize an individual employee**
Commission should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should be made to the appropriate City Officer (City Administrator, Finance Director, Chief of Police or Public Works Director/City Engineer) through printed correspondence or conversation.

- **Do not get involved in administrative functions**
Commissioners must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- **Check with City staff on correspondence before taking action**
Before sending correspondence, Commissioners should check with City staff to see if an official City response has already been sent or is in progress.
- **Do not attend “non-public” meetings with City staff unless requested by the Director**
While recognizing all City government business is considered open unless specifically excluded by North Dakota Century Code, even if the Commissioner does not say anything, the Commissioner’s presence implies support, shows partiality, intimidates staff, and hampers staff’s ability to do their job objectively.
- **Limit requests for staff support**
Routine administrative or clerical support will be provided to all Commissioners. City Administration staff collects mail for Commissioners. Mail collected by City Administration staff will be distributed to City Commission members at regular City Commission meetings unless a Commissioner requests other arrangements. Mail addressed to the Mayor is reviewed by the City Hall staff who will distribute items for follow-up. Requests for additional staff support – even in high priority or emergency situations -- should be made to the City Administrator, Finance Director, Chief of Police or Public Works Directors that is responsible for allocating City resources to maintain a professional, well-run City government.
- **Do not solicit political support from staff**
Commissioners should not solicit political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

Commission Conduct with The Public

In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Commissioners toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and respect -**
Treat every person at the podium with respect.
- **Be fair and equitable in allocating public hearing time to individual speakers –**

The Chair will determine and announce limits on speakers at the start of the public hearing process if it appears there are numerous presenters on a topic, so all presenters have a chance to share their perspective. The Chair may institute a limit of three to five minutes. The Chair may ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Commission requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Chair reopens the public hearing for a limited and specific purpose.

- **Actively listen to the presenters**
- **Ask for clarification, but avoid debate and argument with the public**
Only the Chair – not individual Commissioners - can interrupt a speaker during a presentation. However, a Commissioner can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Commissioner finds disturbing. If speakers become flustered or defensive by Commission questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Commissioners to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Commissioners' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- **No personal attacks of any kind, under any circumstance**
Commissioners should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.
- **Follow parliamentary procedure in conducting public meetings**
The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The Chair, subject to the appeal of the full Commission, makes final rulings on parliamentary procedure.

If a Commissioner speaks at a public meeting that is not their portfolio, they must clarify that they are speaking on behalf of themselves personally, not on behalf of the City Commission.

In Unofficial Settings

- **Make no promises on behalf of the Commission**
Commissioners will frequently be asked to explain a Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is



appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Commission action, or to promise City staff will do something specific.

- **Make no personal comments about other Commissioners**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Commissioners, their opinions, and actions.

- **Respect portfolios**

If a member of the public contacts a Commission member outside of a noticed public meeting, the citizen should be referred to the portfolio holder for that topic unless a Commissioner is identified as potentially inhibiting resolution. In this instance, it should be referred to the Mayor unless they are the identified individual at which time, contact with the City Attorney as the Risk Manager should be initiated. If it impacts more than two portfolios, the Commission member should consult with the City Administrator or the City Attorney to refer the individual to the most appropriate portfolio holder, so that a quorum of the Commission is not contacted to result in a serial meeting.

- **A Commissioner's actions are always on display**

Commissioners are constantly observed by the community every day. Their behaviors and comments serve as models for proper deportment in the City of Bismarck. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Commissioners, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Commission Conduct with Other Public Agencies

- **Be clear about representing the city or personal interests**

The Mayor is the spokesperson for the City. If a Commissioner appears before another governmental agency, organization, or media to give a statement on an issue, the Commissioner must clearly state:

- 1) If their statement reflects personal opinion.
- 2) Whether this is the majority or minority opinion of the Commission. If the Commissioner is representing the City, the Commissioner must support and advocate the official City position on an issue, not a personal viewpoint.
- 3) If the Commissioner is representing another organization whose position is different from the City, the Commissioner should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest.

Commissioners should be clear about which organizations they represent and inform the Mayor and Commission of their involvement.

If the Commissioner is involved with a business that has dealings with the City, they must recuse themselves from any decisions or contact with City staff.

- **Correspondence also should be equally clear about representation**
City letterhead may be used when the Commissioner is representing the City and the City's official position. A copy of official correspondence should be given to the City Administration staff to be filed in the Commission Office as part of the permanent public record. It is best that City letterhead not be used for correspondence of Commissioners representing a personal point of view, or a dissenting point of view from an official Commission position. However, should Commissioners use City letterhead to express a personal opinion, the official City position must be stated clearly so the reader understands the difference between the official City position and the minor viewpoint of the Commissioner.

Commission Conduct With Other Boards and Commissions

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Commission. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **Clarify that you are attending as a member of the community, not as a Commission representative**
Commissioners may attend any Board or Commission meeting. However, they should be sensitive to the way their participation – especially if it is on behalf of an organization, individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Commissioner at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the City Commission.
- **Limit contact with Board and Commissioners to questions of clarification**
It is inappropriate for a Commissioner to contact a Board or Commissioner to lobby on behalf of an individual, business, or developer. It is acceptable for Commission members to contact Board or Commissioners to clarify a position taken by the Board or Commission.
- **Boards and Commissions serve the citizens and stakeholders within the community, not individual Commissioners**
The City Commission appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Commission. Board members and Commissioners do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members and Commissioners with removal if they disagree about an issue. Appointment and reappointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Commission appointment should not be used as a political "reward."

- **Be respectful of diverse opinions**

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the City Commission with advice based on a full spectrum of concerns and perspectives. City Commissioners may have a closer working relationship with some individuals serving on Boards and Commissions but must be fair and respectful of all citizens serving on Boards and Commissions.

- **Keep political support away from public forums**

Board members and Commissioners may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board and Commissioners who are running for office, but not in an official forum in their capacity as a Commissioner.

Commission Conduct with The Media

The media, for background and quotes, frequently contacts Commissioners.

- **The Mayor is the official spokesperson to represent the City's position.**

The Mayor is the designated representative of the Commission to present and speak on the official City of Bismarck position. If the media contacts an individual Commissioner, the Commissioner should be clear about whether their comments represent the official City position or a personal viewpoint. If a Commissioner was to indicate that they are stating an official City position they need to state that the Mayor delegated the sharing of information to them on the specific topic.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Conflicts of Interest & Personal Benefit

City Commissioners should declare a personal interest in any official actions and withdraw from participation in that action. If a law or policy permits a public servant to have such an interest, in seeking the opportunity to further that interest, or in furthering the interest if the opportunity is obtained, the Commissioner who has the personal interest shall comply fully with all procedures required under the applicable laws or policies, and shall not, under any circumstances, gain or attempt to gain any advantage by virtue of being in a public position.

- No City Commissioner shall accept or receive, directly or indirectly, from any person any personal benefit under circumstances in which it can be reasonably inferred that the benefit is intended to influence the Commissioner in the performance or nonperformance of any official duty or as a reward for any official action of the Commission member.

- No person, including any vendor, contractor, business, or board of the City shall offer or give any personal benefit to any Commissioner or any partner-in-interest of the Commissioner.
- No Commissioner nor partner-in-interest of that Commissioner shall solicit from any person, directly or indirectly, any personal benefit, regardless of value, or the promise of receiving a personal benefit in the future, for the Commissioner.
- No current or former Commissioner shall intentionally use or disclose information gained in the course of, or by reason of, his or her official position or activities in any way that could result in the receipt of any personal benefit for the Commissioner, for a partner-in-interest of that Commissioner, or for any other person, if the information or if the Commissioner has not been authorized to communicate it to the public.
- No Commissioner shall, in such capacity, participate in the discussion, debate, deliberation or vote, or otherwise take part in the decision making process on any agenda item before the City Commission in which the Commissioner or a partner-in-interest has a conflict of interest.

Sanctions

- **Public Disruption**
Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further testimony at that meeting or removed from the Commission Chambers.
- **Inappropriate Staff Behavior**
Commissioners should refer to the appropriate department director regarding staff who do not follow proper conduct in their dealings with Commissioners, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Commission Conduct with City Staff for more details on interaction with staff.)
- **Commissioners Behavior and Conduct**
City Commissioners who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Commission, lose seniority or committee/portfolio assignments, or have official travel restricted. Serious infractions of the Leadership Code could lead to other sanctions as deemed appropriate by Commission. Commissioners should point out to the offending Commissioner infractions of the Leadership Code. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice President of the Commission.

It is the responsibility of the Mayor to initiate action if a Commissioner's behavior may warrant sanction. If the Mayor takes no action, the alleged violation(s) can be brought up



with the full Commission in a public meeting. If violation of the Leadership Code is outside of the observed behaviors by the Mayor or Commissioners, the alleged violation should be referred to the Mayor. The Mayor should ask the City Attorney to investigate the allegation and report the findings to the Mayor. It is the Mayor's responsibility to the next appropriate action. These actions can include but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Commission to consider in a public meeting; or forming a Commission ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Commission consideration. A video recording of the complaint hearing should be used for a Commission ad hoc subcommittee.

Checklist for Monitoring Conduct

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would people whose integrity and character I respect evaluate my conduct?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right? In line with my oath of represent the citizens of Bismarck?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?



Glossary of Terms

attitude The manner in which one shows one's dispositions, opinions, and feelings

behavior External appearance or action; manner of behaving; carriage of oneself

civility Politeness, consideration, courtesy

conduct The way one acts; personal behavior

courtesy Politeness connected with kindness

decorum Suitable; proper; good taste in behavior

manners A way of acting; a style, method, or form; the way in which things are done

point of order An interruption of a meeting to question whether rules or bylaws are being

broken, such as the speaker has strayed from the motion currently under consideration

point of personal privilege A challenge to a speaker to defend or apologize for comments that

a fellow Commissioner considers offensive

propriety Conforming to acceptable standards of behavior

protocol The courtesies that are established as proper and correct

respect The act of noticing with attention; holding in esteem; courteous regard



City Commissioner Orientation

Mission Statement

Together, we deliver exceptional public service.

Vision Statement

Bismarck is a dynamic community committed to an extraordinary quality of life.



Values

- **Service:** We are dedicated to delivering safe, responsive, reliable, and exceptional services.
- **Stewardship:** We manage resources ethically, responsibly, and sustainably.
- **Respect:** We treat all individuals with dignity, fairness, and civility.
- **Care:** We care about our work and the people we serve.
- **Innovation:** We embrace creativity and forward thinking to meet current and emerging needs.

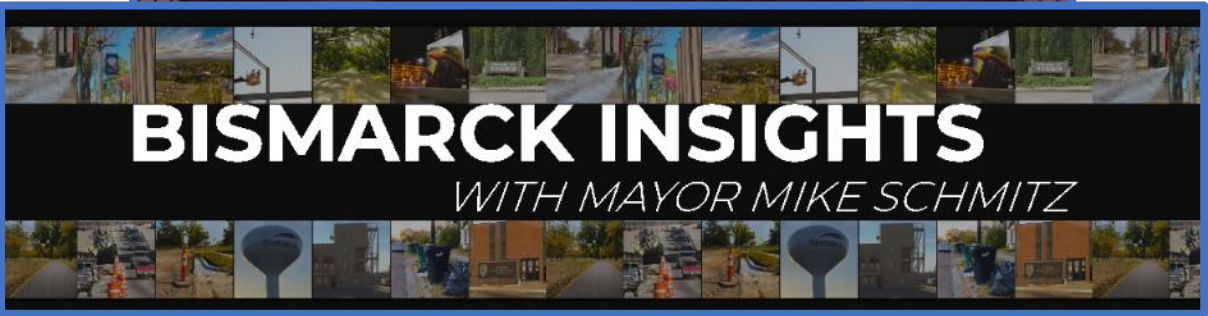


City of Bismarck Overview

- 17 Departments
- 650 Full-Time Employees
- 50 - 100 Part-Time Employees
- www.bismarcknd.gov
- Agenda & Meeting Management
- Commission Meetings
 - 5:15PM
 - 2nd & 4th Tuesday of Each Month
 - Tom Baker Meeting Room
 - Special Meetings As Needed
 - Dakota Media Access

Dakota Media Access

**RADIO
ACCESS**
102.5



Open Meetings

Meeting: A quorum of a governing body of a public entity discussing public business

- Does not include: chance or social gathering with no discussion of public business (and other exceptions)
- Includes a committee acting on authority delegated by the governing body

Quorum: One-half or more of the members of the governing body

Open Meetings

Public business vs. Ministerial/Administrative matters

- Public business: broad definition – all matters that relate or may foreseeably relate in any way to governmental functions or use of public funds
- Ministerial: requesting an item to be placed on the agenda, setting meeting date and time, etc.

Serial meeting: A series of smaller gatherings, where public business is discussed, which collectively constitute a quorum.

- Example: Citizen talks to Commissioner A and then to Commissioner B and then to Commissioner C and asks each commissioner to fund a project
- Example: Commissioner A talks to Commissioner B about supporting a policy change. At a different time, Commissioner A talks to Commissioner C about supporting the same policy change.

Court could void the actions that is a product of an illegal meeting

Open Meetings

Special meeting: Can only discuss the items on the published agenda.

- Agenda must be specific (no “catch-all” entries such as “old business”).

Executive Sessions: Must be specifically authorized by law

Most common reasons:

- Discussing exempt/confidential records
- Attorney consultation; and
- Negotiation strategy.

ND Office of the Attorney General Open Meetings Manual online

<https://attorneygeneral.nd.gov/wp-content/uploads/2024/04/Open-Meetings-Manual.pdf>

Ethics training: <https://bismarcknd.gov/DocumentCenter/View/44524/Item-10-PDF>

Video of ethics training: <https://dakotamediaaccess.net/CablecastPublicSite/show/9537?site=2> at 00:31:12

Open Meetings

In Practice

- All meetings must be publicly disclosed
- Do not discuss any City business with more than one other commissioner
- Do not use "Reply All"
- To avoid conflicts, feel free to refer citizens to Department Directors to discuss and resolve concerns or questions.

Open Records

- All records of governmental bodies (commissions) shall be public records, open and accessible for inspection during reasonable office hours.
- Records: Recorded information of any kind, which is in the possession of a public entity received or prepared for use in connection with public business or contains information relating to public business
 - Includes emails, voicemails, texts, notes, etc. regarding City business
 - Even if the information is on your personal or business email or phones
- Requester does not have to use a specific form or explain why they want the record
- Some exemptions – must be specifically provided by law
 - Confidential – disclosure is prohibited
 - Exempt – disclosure is discretionary

Open Records

Penalties

- Civil action
 - \$1,000 or actual damages, whichever is greater
 - Reasonable attorney's fees
 - No civil action if the violation is cured before the action is filed, and no person has been harmed by the delay
- Criminal violation – knowing violation could be a class A Misdemeanor

Person could be personally liable for noncompliance and the fees, without reimbursement from the City or insurance.

Use City of Bismarck (@bismarcknd.gov) email and save documents to City devices only.

<https://attorneygeneral.nd.gov/wp-content/uploads/2024/04/2023-Open-Records-Manual-April-2024.pdf>

Robert's Rules of Order

Chair controls the meeting and controls who speaks by “recognizing” members.

The members are the five Commissioners.

The commissioners, public, or staff may be allowed to address the commission, only as allowed by the Chair.

A best practice is to allow all those with a desire to provide information one opportunity before others provide additional remarks or comments.

Commissioner can withdraw an item on consent agenda for further discussion.

To withdraw a motion, the movant needs to ask if there is consensus to withdraw the motion, no need to withdraw second. This is usually easier than voting on an amendment and then the amended motion.



Administration

Directors

- Jason Tomanek- City Administrator
- Doug Wiles- Assistant City Administrator

Responsibilities

- Implement the policies and direction of the Board of City Commissioners
- Provides public information and media information services for the City.
- Emergency Management
- Answers questions on public finance, ordinances, and public records.
- Issues various permits and licenses.
- Provides technical and clerical support for City boards and commissions.
- Coordinates the City election with Burleigh County staff.



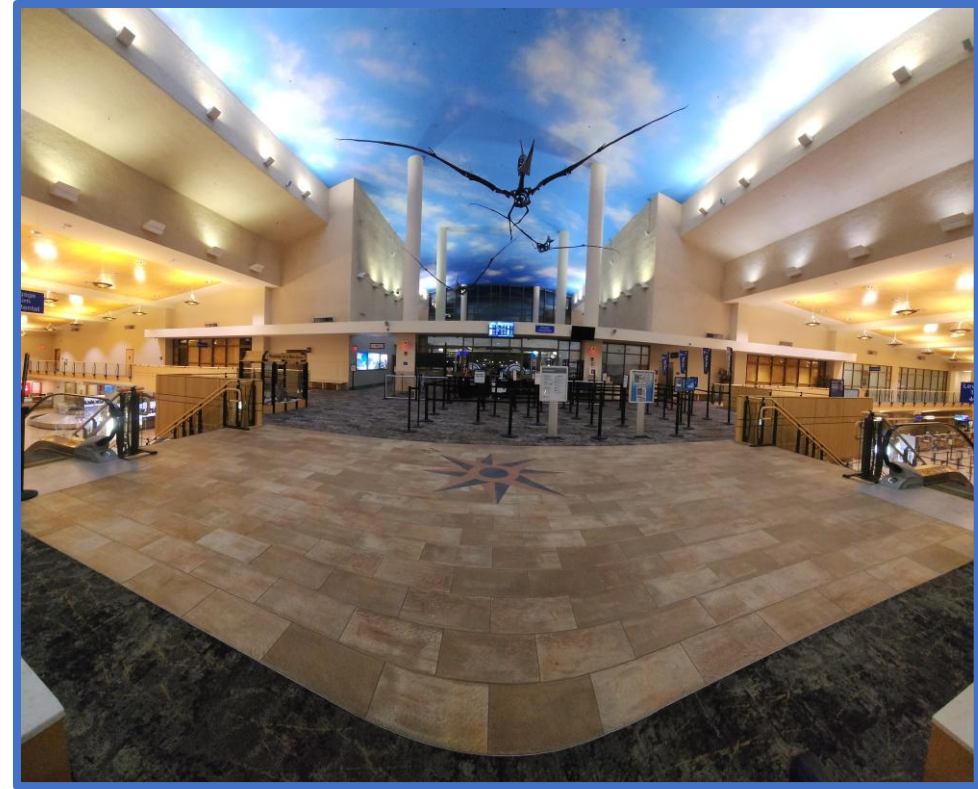


Director

- Gregory Haug – Airport Director

Introduction

The premier airport for central and western North Dakota, the Bismarck Airport offers direct service to seven destinations on four airlines, a clean and spacious terminal, kind and knowledgeable staff, two cafes, along with several other amenities that make your travel experience easy and enjoyable.



Building Inspections

Director

- Brady Blaskowski – Building Official

Responsibilities

- Building Inspections
 - Administers adopted ordinances related to development with the City of Bismarck and the Extra-Territorial Area (ETA)
 - Building Code and Zoning Code Enforcement
 - Permitting
 - Building & Site Plan Review
 - Building / Construction-related Inspections
 - Floodplain Management
 - Mechanical Contractor Licensing
 - Address Assignment for New Development



Central Dakota Communications - CenCom

Director

- Mike Dannenfelzer – Communications Director

Responsibilities

- Responding to 911 and non-emergency calls and providing dispatch for partner agencies.
- Maintaining state-of-the art public safety technology to help manage and deliver services.
- Maintaining a qualified, trained, and educated staff using all available resources.
- Delivering reliable, timely, and accurate information and services.
- Maintaining open communications with all response agencies and the public.
- Complying with federal, state, and local requirements.
- CenCom provides public safety communications for over 24 different first responder agencies.
- Partnership between the City of Bismarck, City of Mandan and Burleigh County.



Engineering

Director

- Gabe Schell, PE – City Engineer



Responsibilities

- Street resurfacing and reconstruction and new roadway paving projects
- Installation and repair of public sidewalks, driveway aprons, curbs, and gutter
- Installation and repair of water, sanitary sewer, and storm sewer facilities
- Installation of roadway lighting and traffic signals
- Provides guidance and information relating to:
 - Land development
 - Stormwater and flood plain management
 - Traffic matters including parking, street signs, road closures, and pavement markings
 - Water distribution, sanitary sewer collection, and transportation network master planning
 - Records of public infrastructure, including water, sewer, road, lighting, and service lines to private buildings

Finance

Director

- Ryan Skor

Responsibilities

- Assessing
 - Determines the value and classification of all real property for tax purposes
 - Processes all property tax exemptions and appeals
 - Provides information regarding real property to the public and other city departments
- Special Assessments
 - Collect payments
 - Spread special assessments levied for improvements to the City's infrastructure
 - Issue bonds for new improvements and special assessments
- Fiscal Services
 - Prepares the annual budget and capital improvement plan
 - Administers the City's financial management system, provide uniform accounting and report revenues, expenditures, and budgetary control
 - Prepares Annual Comprehensive Financial Report (ACFR)
 - Provides financial forecasting and analyses



Fire



Director

- Joel Boespflug – Fire Chief

Responsibilities

- Oversee the Adopt-a-Hydrant Program
- Burn restrictions/fire danger
- Emergency management
- Emergency medical response
- Fire code enforcement
- Fire incident reports
- Fire suppression
- Hazardous materials response
- High-angle and confined-space rescue
- Inspection survey
- Public fire education
- Smoking and home fire safety
- Structural collapse rescue
- Vehicle-accident extrication



Human Resources

Director

- Leanne Schmidt – Human Resources Director

Responsibilities

- HR Guidance & Consulting
- Talent Acquisition
- Compensation and Benefits Administration
- Payroll & Pension Processes & Systems
- Learning & Development Programs
- Safety Program Facilitation
- HR Data & Information Systems



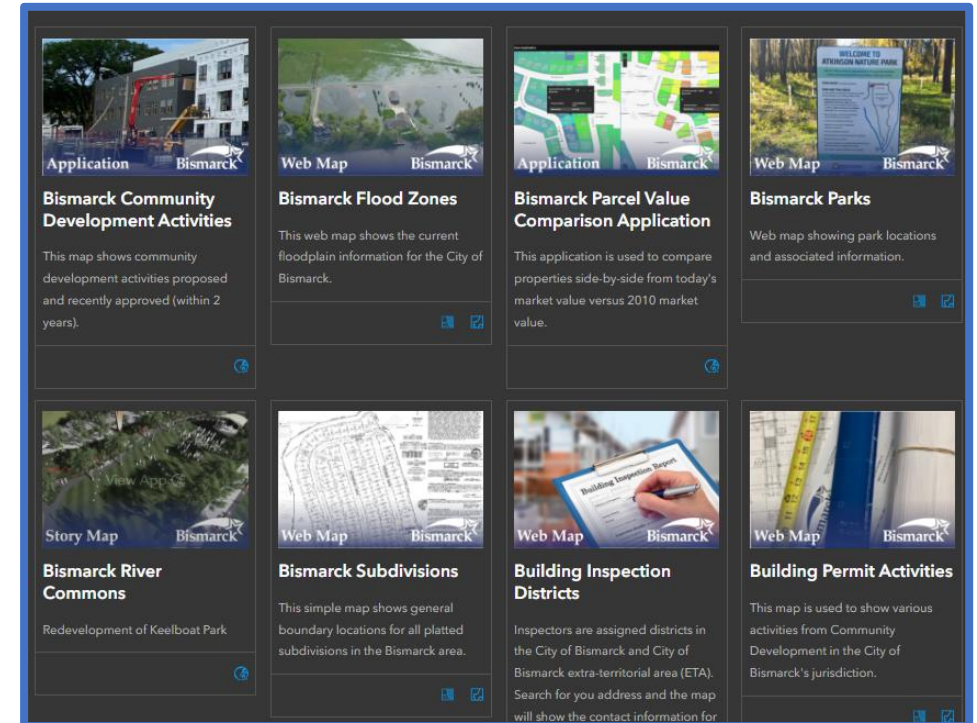
Information Technology & GIS (IT/GIS)

Director

- Tandra Kraft – IT/GIS Director

Responsibilities

- Evaluates new technology
- Implements new hardware and software programs
- Provides technical support services to the other City departments
- Maintains and supports City software, hardware, network, phone systems, and geographic information systems (GIS)
- Producing maps, graphs, tables, images, and applications using GIS data to support operational functions



Legal

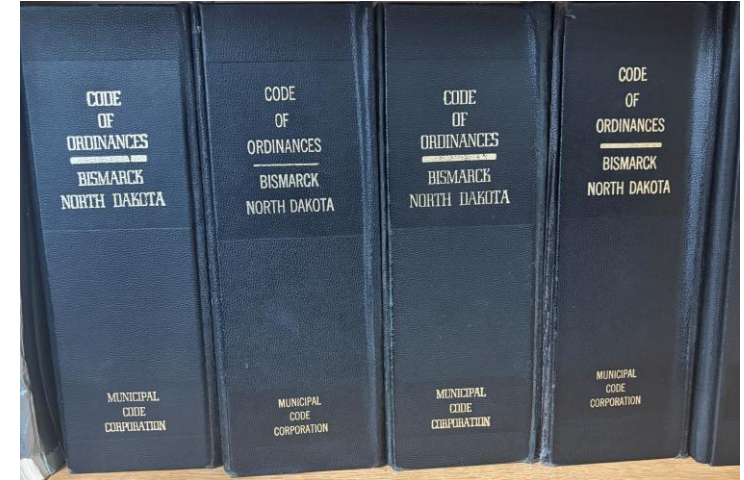


Director

- Julie Mees – City Attorney

Responsibilities

- Represents all City elected and appointed officials, boards, and commissions on all civil legal matters pertaining to the City of Bismarck
- Represents the City government in its day-to-day operations
- Handles all risk management issues for the City
- Provides contract review and support for City departments
- Prosecutes violations of municipal ordinances
- Advises all departments in matters affecting City
- Handles all litigation, insurance and claims



Bismarck Veterans Memorial Public Library



Bismarck Veterans Memorial
Public Library

Director

- Christine Kujawa – Library Director

Responsibilities

- Providing free and open access to
 - Educational, informational, and cultural resources
 - Print and digital collections that reflect a wide range of viewpoints and ideas
 - Essential technology and connectivity
- Promoting literacy and fostering lifelong learning
- Creating opportunities for community engagement and enrichment
- Cultivating an inclusive, welcoming, and safe space for all
- Adapting to community needs to remain relevant and responsive
- Collaborating with community organizations to broaden the reach and impact of library services



Municipal Court

Judge

- Honorable Amanda Harris– Municipal Court Judge (Elected)

Director

- Nicole Hanson – Clerk of Court

Responsibilities

- The Municipal Judge is elected for a four-year term (Current term expires June 2028)
- The judge must be licensed to practice law
- The Clerk of Court is responsible for the administration of court records
- The staff provides information to assist the public in all cases filed in Municipal Court but cannot provide legal advice



Planning

Director

- Daniel Nairn, AICP – Planning Director

- **Responsibilities**

- Administering land use regulations for the City of Bismarck and its Extra Territorial Area (ETA).
- Coordinating the development review process for zoning changes, major and minor subdivision plats, annexations, special use permits, variances, lot modifications, plat modifications (right-of-way vacations, easement releases, street name changes), site plan review, and downtown design review.
- Administering HUD Grant Programs (CDBG and HOME) for the City.
- Administering Downtown Programs (Renaissance Zone and Downtown Design Review)
- Providing staff support to the City Planning and Zoning Commission, the Board of Adjustment, the Renaissance Zone Authority, and the Historic Preservation Commission.



Planning



Responsibilities

- Bismarck-Mandan Metropolitan Planning Organization
 - Provides a forum for public officials, citizens, and other interested groups of established policies and plans for effectively addressing various metropolitan transportation issues.
 - Develop and regularly update a Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP).
 - The MPO receives direction from the Technical Advisory Committee (TAC) and the Policy Board.

Police



Director

- Jason Stugelmeyer – Police Chief

Responsibilities

- Provides exceptional customer service through professional, well-trained, caring, and innovative employees working in partnership with the community.
- Foster an environment of honesty, trust, and mutual respect in which the Department and the community work together to resolve problems and promote public safety.
- Provide progressive leadership at all levels with a dedicated service orientation.
- Explore and utilize emerging technology in order to maximize efficiency and effectiveness of our operations.
- Strategically plan in order to anticipate enforcement challenges and prepare for the growth and expansion of our progressive community.



Public Health

Director

- Renae Moch – Public Health Director

Responsibilities

PREVENT

- Monitor community health needs, risks, and emerging public health issues
- Provide immunizations, chronic disease prevention, and early intervention services
- Use data, planning and quality improvement to guide decision-making

PROMOTE

- Provide health education, home visiting, public health nursing and prevention services
- Support healthy families, aging residents, and community well-being
- Coordinate partners around behavioral health, addiction, housing instability, and crisis response needs

PROTECT

- Prepare for and respond to infectious disease threats, outbreaks, and public health emergencies
- Conduct environmental health inspections, licensing, and public health protection services
- Support emergency response, community recovery and resident safety



Public Works – Service Operations



Director

- Steve Salwei, PE – Director of Service Operations

Responsibilities

- Fleet Services
 - Provide high quality maintenance support, roadside and emergency repairs, parts, supplies, fuel dispensing, and warehouse services.
 - Manages the motor pool and the City's fueling system which is used by all city departments.
 - Responsible for the repair and maintenance of snow removal equipment, Street maintenance equipment, refuse collection and disposal equipment, law enforcement and fire vehicles and equipment, as well as all the other equipment and vehicles used by the City of Bismarck.
- Forestry
 - Landscaping information
 - Planting, pruning, and removal of trees
 - Insects, diseases, and abiotic damage information
 - Urban forestry information
 - Community resources and programs



Public Works – Service Operations



Responsibilities - Continued

- Solid Waste Collection and Disposal
 - Responsible for the collection, management, and disposal of solid waste.
- Roads & Street Division
 - Chip sealing
 - Crack sealing
 - Pavement marking
 - Paving
 - Pothole patching
 - Rights-of-Way Mowing
 - Sign replacements
 - Snow removal
 - Street cleaning



Public Works – Service Operations

Responsibilities - Continued

- Street Light and Traffic Signal Maintenance
 - Traffic Signals
 - Street Lights
 - Outdoor Warning Sirens
- City Building Maintenance
 - Preventative maintenance and repairs of City-owned buildings and facilities



Public Works – Utility Operations



Director

- Michael Mart, PE – Director of Utility Operations

Responsibilities

- Water Treatment Plant
 - Collect and treat water from the Missouri River.
 - Supply water to South Central Regional Water District and the City of Lincoln
- Water Distribution
 - Maintain watermains, booster pump stations, underground water tanks, water towers, City-owned and private hydrants
- Sanitary Sewer Collection
 - Maintain sanitary sewer mains and lift stations
- Industrial Pretreatment Program
 - Industrial Pretreatment Ordinance



Public Works – Utility Operations

Responsibilities continued:

- Wastewater Treatment Plant
 - Collect and treat wastewater
- Stormwater Program
 - The City's stormwater system collects surface and subsurface drainage and carries it to the Missouri River and its tributaries that flow through the community.
- Utility Billing
 - Prepare monthly bills for over 23,000 customers for water, wastewater, stormwater, streetlights, recycling, and solid waste collection services.
- Bulk Water Fill Station
 - Provides the option for bulk water to contractors.



Budget 2027

- Budget Committee meetings began in March 2026
- July 28, 2026 – Preliminary 2027 Budget presented with recommendations to the Board of City Commissioners
- Special Board of City Commissioners meetings may be necessary prior to final adoption
- Final Adoption – Prior to October 10, 2026

Questions & Answers



MEETING OF THE BOARD OF CITY COMMISSIONERS

6/23/2026 - MINUTES

CALL TO ORDER

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

FUTURE COMMISSION MEETINGS

July 14, 2026 & July 28, 2026
August 11, 2026 & August 25, 2026
September 8, 2026 & September 22, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. HUMANITARIAN AWARD PRESENTATIONS

Katie Houle, Sargianna Wutzke, and Thea Jorgensen presented the 2025 Humanitarian Awards to Century High School Peer to Peer, Megan Frankl-Mann, and Levi Engelstad.

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.

1. Trevor Vannett thanked Commissioners Cleary and Zenker for their work and time on the City Commission. Mr. Vannett also thanked Kendra and the CHS Peer to Peer program.

3. CONSENT AGENDA

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

- A. Consider approval of minutes

B. Consider approval of personnel actions

C. Consider approval of expenditures

Vouchers: 1133001-1133276.

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

1. Introduction of and public hearing on an application for a Class F-1 alcohol license by The Landing, LLC (dba) The Landing at 1700 River Road.
2. Introduction of and call for a public hearing on a request for a new Class I-2: Complementary Alcohol license for North Nail and Lash, LLC (dba) North Nails at 4401 Coleman Street.
3. Extension for Black Diamond Acres Wedding and Events LLC to utilize their Class D Liquor License.
4. Gaming site authorization renewals.

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

1. Purchase of tables, modular desk, and office chairs using North Dakota State Bid.

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

1. Encroachment agreement with Bismarck Public School District No. 1 at 5210 Noble Drive for a digital monument sign.
2. Closure of Canary Avenue and Edwards Avenue on the west side of the MDU Resources Community Bowl on Saturday, July 4, 2026, from 8:00 AM - 11:30 PM.

3. Resolutions 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 Sewer Improvement District No. SE 588.
 4. Revised Project Budget for Street Improvement District SI 589.
 5. Resolution approving plans and specifications for Street Improvement District SI 590 and for Water Improvement District WA 334.
 6. Resolution receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Street Improvement District No. SI 600.
 7. Resolution receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Street Improvement District No. SI 602.
 8. Resolution 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 Street Improvement District No. SI 603.
 9. 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 Street Improvement District No. SI 604.
- G. Consider the request for approval from the Human Resources Department for the following:
1. Updated City of Bismarck Title VI Plan.
- H. Consider the request for approval from the Legal Department for the following:
1. Introduction of and call for a public hearing on Ordinance 6672 to amend Chapter 7-02 Salary and Payroll and Chapter 7-03 of the City of Bismarck Code of Ordinances relating to Sales, Use, and Gross Receipts Tax.

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

1. Permission to accept an Historic Preservation Fund grant award of \$37,800.
2. Permission to apply for a FY2026 Section 5307 grant.

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

1. Permanent easement acceptance for the Hay Creek Interceptor Project.
2. Assumption agreement and water service contract amendment with the City of Lincoln.

4. **REGULAR AGENDA**

A. Public Hearing on the request for a release of an existing Temporary Turnaround Easement within Lots 4 & 5, Block 4, Paradise Valley Addition and Lot 26, Block 2, Paradise Valley Second Addition.

Gabe Schell, City Engineer, presented information regarding a temporary turnaround easement for Paradise Valley Addition and Paradise Valley Second Addition.

Commissioner Cleary opened the public hearing. No public comment was received.

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

B. 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.

Jenny Wollmuth, Senior Planner, presented information 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.

Commissioner Cleary opened the public hearing.

- Landon Niemiller, a representative of Swenson, Hagen & Company, presented further information on the project. Mr. Niemiller explained that the project aims to complete long-delayed infill work in Bismarck by adding a park, connecting a missing road segment, and creating a few sellable lots. Future development in the

nearby Boulder Ridge Ninth area is planned but delayed due to wetlands, drainage, and access challenges.

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

- C. 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.

Jenny Wollmuth, Senior Planner, presented information on Ordinance 6671, a zoning map amendment from the R5 – Residential and A – Agricultural zoning districts to the R5 – Residential zoning district, and a major subdivision final plat titled Clear Sky Second Addition.

Commissioner Cleary opened the public hearing. No public comment was received.

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

- D. Consider the request to receive an update on the Half-Cent Sales Tax for Roadways.

Gabe Schell, City Engineer, provided an update on the Revised Project List for the recently passed Half-Cent Sales Tax for City Roadways. Engineer Schell outlined initial guidance for prioritizing projects funded by Bismarck's newly approved half-cent sales tax. As the new project list includes a wider mix of roadway types, including extensions, reconstructions, arterials, collectors, he emphasized the need for a structured evaluation framework rather than relying on simple condition-based decisions used in past programs. Engineer Schell proposed using a scoring matrix with criteria such as connectivity, traffic operations, safety, pedestrian/bike/transit benefits, and existing infrastructure needs. The scoring is meant to group projects rather than make precise rankings, with flexibility to adjust as community needs change. Engineer Schell will return in July with scored projects to help select projects for early implementation, along with discussion on the potential use of special assessments for roadway, water, and sewer extensions.

- [Presentation](#)

The general consensus of the Commission is for Engineering to move forward with the scoring rubric as presented.

- E. Receive a presentation from Will Satler with the Funatix Events relating to the second annual Red, White, & Boom 4th of July celebration at the MDU Resources Community Bowl.

Will Satler with Funatix Events provided an update on the upcoming second annual Red, White, & Boom 4th of July celebration at the MDU Resources Community Bowl. The gates will open at 6:00 PM with festivities running until about 11:00 PM. Mr. Satler highlighted events including a drone light show, fireworks show, and a performance by the Bismarck-Mandan Symphony Orchestra. Additional entertainment includes local artists, family activities, and over 14 food and drink vendors with complimentary water available. Mr. Satler noted that improvements to this year's event will include viewing screens and enhanced traffic control coordinated with City partners. Mr. Satler emphasized that the

event is free to the public and is a community collaboration supported by multiple local organizations, with attendance expected to exceed last year's 8,000 participants.

The Commission received the update.

5. COMMISSIONER SEND-OFF

Jason Tomanek, City Administrator, thanked Commissioners Cleary and Zenker for their years of service and highlighted major accomplishments from 2018 through 2026, including infrastructure projects, strategic planning efforts, public facility expansions, riverfront development, the land development code rewrite, and other key community initiatives. Administrator Tomanek presented plaques to the Commissioners to thank them for their time and work on the Commission.

- [Zenker and Cleary Send-Off](#)

6. OTHER BUSINESS

ADJOURN

There being no other business to discuss, the meeting was adjourned at 6:17 PM.

PERSONNEL ACTIONS FOR THE MEETING ON JULY 14, 2026

<u>Full-Time and Part-Time Appointments</u>	<u>Department</u>	<u>Status/Action</u>	<u>Date</u>
Bald Eagle, Westly – 911 Comm Specialist	CenCom	Full-Time	07/06/2026
Gerving, Jaxson – 911 Comm Specialist	CenCom	Full-Time	07/06/2026
Helm, Denita – 911 Comm Specialist	CenCom	Full-Time	07/06/2026
DiDonna, Matteo – Police Officer	Police	Full-Time	07/13/2026
Grey, Taylor – Heavy Equipment Operator	PW-Services	Full-Time	07/13/2026
Lee, James – Forestry Tech	PW-Services	Part-Time	07/08/2026
Snider, Robert – Heavy Equipment Operator	PW-Services	Full-Time	07/06/2026
<u>Separations</u>			
Crawford, James – Heavy Equipment Operator	PW-Services	Full-Time	06/08/2026
Vollmer, Shayla – Office Assistant II	PW-Services	Full-Time	06/26/2026
Lucas, Matthew – Water Plant Operator	PW-Utilities	Full-Time	06/22/2026
O'Brien, James – Water Plant Operator	PW-Utilities	Full-Time	06/08/2026
<u>Others</u>			
Lauer, Joshua – Forestry Tech I	PW-Services	Full-Time	06/21/2026
Swearingen, Anthony- Facilities Manger PW	PW-Services	Full-Time	06/21/2026



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: State Homeland Security Program Grant

REQUEST:

Apply for and receive a State Homeland Security Program 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 Two: Leverage technology and infrastructure to strengthen public safety, improve emergency response, and support proactive community protection.

BACKGROUND INFORMATION:

The State Homeland Security Grant Program (SHSP) provides federal funding to help North Dakota state, local, and tribal governments prepare for and respond to acts of terrorism. This program is administered by the North Dakota Department of Emergency Services (NDDes). The SHSP supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets. NDDes as the State Administrative Agency for North Dakota, distributes SHSP funds through sub-awards to other state, local and tribal government agencies. The agencies use funds to improve local and regional security efforts.

Emergency Management will be applying for this grant for general improvements to the Emergency Operations Center that will increase security and resiliency in operations.

RECOMMENDED CITY COMMISSION ACTION:

Approve the application for and receive a potential award from the State Homeland Security Grant Program.

STAFF CONTACT INFORMATION:

Gary Stockert, Emergency Manager, 701-255-5212, gstockert@bismarcknd.gov

ATTACHMENTS:

None



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Dakota Media Access Board of Directors Appointment

REQUEST:

Appoint Tyler Demars to the Dakota Media Access (DMA) Board of Directors, with a term to expire in 2030.

BACKGROUND INFORMATION:

Dakota Media Access requests the appointment of Tyler Demars to serve on the DMA Board of Directors until 2030.

RECOMMENDED CITY COMMISSION ACTION:

Appoint Tyler Demars to the DMA Board of Directors, with a term to expire in 2030.

STAFF CONTACT INFORMATION:

Kalen Ost, Communications Specialist, kost@bismarcknd.gov

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

ATTACHMENTS:

1. DMA Board Member Appointment



July 7, 2026

Honorable Mayor Mike Schmitz
Bismarck City Commissioners
Bismarck City Hall
PO Box 5503
Bismarck, ND 58506-5503

Dear Mayor Schmitz and Bismarck City Commissioners:

Dakota Media Access (DMA) requests the following Bismarck resident be considered for appointment to serve on the DMA Board of Directors for a four-year term expiring July 2030.

Tyler Demars, ND SBDC Bismarck Center Director (new appointment to 2030)

Current DMA Board Members include:

Bismarck Appointees (terms expire):

Jack McDonald, Wheeler Wolf Attorneys (2026)
Robin Thorstenson, ND Dept. of Human Services (2028)
Rick Collin, Historian & Teacher (2028)
Dave Diebel, D&N Cinematics (2027)
Steve Koontz, Bismarck Public Schools (2027)
Amy Sisk, Robins Kaplan LLP (2030)
Michael Connelly, Bismarck City Commission Liaison
Kalen Ost, Communications Strategist, City of Bismarck (Advisory)

Mandan Appointees (terms expire):

Renée Murrish, Signature Events, Mandan Cares, ND Aviation Association (2028)
Jillian Lagasse, Capital Credit Union (2030)
Craig Sjoberg, Mandan City Commission Liaison
Kari Schmidt - Communications Specialist, City of Mandan (Advisory)

Thank you for your consideration.

Sincerely,

Jack McDonald, President
Tom Gerhardt, Executive Director

1101 E Front Avenue, Bismarck, ND 58504
701-258-8767 dakotamediaaccess.org



Administration Department

DATE: July 14, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Appointment of Officers

REQUEST:

Confirmation of appointed officers.

BACKGROUND INFORMATION:

Pursuant to North Dakota Century Code § 40-15-05, at the first meeting after the qualification of commission members, the commission shall appoint the following officers:

- A treasurer - Finance Director Ryan Skor;
- An auditor - City Administrator Jason Tomanek;
- An attorney - City Attorney Julie Mees;
- One or more assessors - City Assessor Allison Jensen;
- A city health officer who shall be a physician: Dr. Jeffrey Hostetter (contracted January 1-December 31, 2026)
- A street commissioner - City Engineer portfolio holder as Street Commissioner;
- A chief of the fire department - Fire Chief Joel Boepsflug;
- A chief of police - Police Chief Jason Stugelmeyer;
- One or more police officers as currently employed;
- A city engineer - City Engineer Gabe Schell;
- A board of public works - Board of City Commission; and
- Such other officers or boards as the board of city commissioners may deem necessary.

RECOMMENDED CITY COMMISSION ACTION:

Approve as recommended.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

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

REQUEST:

Introduction of and public hearing on an application for a Class C-2 Hotel or Motel alcohol license by Jassi Bismarck 29 Corporation (dba) LaQuinta Inn & Suites at 2240 North 12th Street.

BACKGROUND INFORMATION:

Jassi Bismarck 29 Corporation (dba) LaQuinta Inn & Suites is applying for a class C-2 Hotel or Motel Alcoholic Beverages license at 2240 North 12th Street.

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

RECOMMENDED CITY COMMISSION ACTION:

Call for a public hearing on the Class C-2 Hotel or Motel alcohol license by Jassi Bismarck 29 Corporation (dba) LaQuinta Inn & Suites at 2240 North 12th Street.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. LaQuinta Application



APPLICATION FOR RETAIL ALCOHOL BEVERAGE LICENSE

Phone: 701-355-1300 • Fax: 701-221-6470 • TDD 711
221 N 5th St • Bismarck, ND 58501
LAST REVISED: 4/17/2026

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

License Type:		☒ New Application	☐ Renewal	☐ Transfer	☐ Relocation
Class A: Nationally Organized Fraternal Order or Club ☐ \$3,725	Class B-1: Operator of the Beverage Concession at the Airport Terminal Building ☐ \$675	Class B-2: Concession at the Bismarck Municipal Country Club ☐ \$675	Class B-3: Commercial passenger vessels on the Missouri River ☐ \$675	Class B-4: Sale of Beer & Wine at the Bismarck Event Center ☐ \$675	
Class B-5: Sale of Alcoholic Beverages at Bismarck Parks & Recreation Locations ☐ \$675	Class B-6: Commercial Airline ☐ \$675	Class C-1: Hotel or Motel Full Service ☐ \$3,825	Class C-2: Hotel or Motel ☒ \$1,025	Class D: Sale at Retail of Alcoholic Beverages ☐ \$4,125	
Class E: Sale at Retail of Beer Only ☐ \$825	Class F-1: Restaurant - Alcoholic Beverages ☐ \$3,525	Class F-2: Restaurant - Beer & Wine Only ☐ \$1,125	Class G: Catered Retail Alcoholic Beverages ☐ \$675	Class H-1: Domestic Winery ☐ \$825	
Class H-2: Domestic Brewery ☐ \$825	Class H-3: Domestic Distillery ☐ \$825	Class I-1: Senior Living Community ☐ \$375	Class I-2: Complimentary ☐ \$375		

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

All Class C-2 license holders shall file with the application for license renewal a report verifying that the value of the alcoholic beverages sold did not exceed the value of the alcoholic beverages given to or otherwise provided to registered customers and their guests.

Location Information:

Legal Business Name: <u>Jassi Bismarck 29 corporation</u>		Date of Incorporation: <u>11/19/2025</u>	State Business ID Number: <u>41-2678978</u>
Doing Business As (DBA) Name, if Applicable: <u>Laquinza inn & suites</u>		If out of state corporation, is corporation registered in North Dakota? ☒ Yes ☐ No	
Location Address: <u>2240 N 12th St</u>	City: <u>Bismarck</u>	State: <u>ND</u>	Zip: <u>58501</u>
		Phone Number: <u>701-751-3313</u>	
Name and Title of Person Completing Form (must be the person listed in ownership information or manager): 			

Contact Information (Where correspondence is to be sent):

Primary Contact: <u>Amrisha Patel</u>	Phone Number:	Email Address:	
Mailing Address:	City: <u>Bismarck</u>	State: <u>ND</u>	Zip: <u>58501</u>

Manager's Name: <u>SINGH HARMEET JAWANDA</u>		Date of Birth: <u>1/1968</u>	Percentage of Ownership:
Driver's License Number:	State Issued: <u>MONTANA</u>	Gender: <u>MALE</u>	Race:
Home Address:	City: <u>GLENDALE</u>	State: <u>MONTANA</u>	Zip: <u>59330</u>
Occupation:	Phone Number:	Title:	Email Address:

List all officers or directors of corporation or partners and percentage of ownership:

Name: Amrinish Patel		Date of Birth: 11/9/72	Percentage of Ownership: 100%
Driver's License Number:	State Issued: Illinois	Gender: M	Race:
Home Address:	City: Schaumburg	State: IL	Zip: 60194
Occupation:	Phone Number:	Title: owner	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

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

1. Are the manager and partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? ☒ Yes ☐ No	If no, please explain:
2. Have any of the persons listed above been convicted of any crime within the past five years? ☐ Yes ☒ No	If yes, list all convictions and the dates, locations and sentence of disposition of each:
3. Does the building meet all state and local sanitation and safety requirements? ☒ Yes ☐ No	
4. Has applicant, or any of the persons listed above, within the past five years had any license to engage in sale of alcoholic beverages revoked or suspended? ☐ Yes ☒ No	If yes, please give details:
5. If a new application, has the applicant or any of the persons listed above engaged in the sale or transportation of alcoholic beverages previously? ☐ Yes ☐ No	If yes, please give details:
6. Has the applicant, or any of the persons listed above, within the past five years, had an application for any federal or state, or local license of any type rejected or denied? ☐ Yes ☒ No	If yes, please give details:
7. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? ☐ Yes ☒ No	If yes, please give details:
8. Has the business been sold or leased, or is there any intention to sell or lease the business to another? ☐ Yes ☒ No	If yes, please give details:
9. Has the applicant, or any of the persons listed above, shown interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? ☐ Yes ☒ No	If yes, please give details:
10. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? ☐ Yes ☒ No	If yes, please give details:
11. Have all property taxes and special assessments currently due been paid? ☒ Yes ☐ No	If no, please give details:

Signature:

- ☒ I agree that I will not transfer or sell this license, if granted, without the prior approval of the governing body and in accordance with applicable ordinances.
- ☒ I also agree that should any of the information contained in this application change within the period of the license, if granted, that I will inform city officials immediately and furnish such details as may be requested by such officials concerning any such changes. I also agree that, should there be a change in ownership or management during the period of the license, prior approval of the Board of City Commissioners is required.
- ☒ I further agree that any misrepresentation, false statement or omission in this application shall be grounds for rejection of said application or for revocation or suspension of any license granted.



Signature of Applicant

06/10/2026
Date

Amrisha Patel

Print Name / Title of Officer

Liquor License Transfers (only use if license is being transferred):

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

Business Name

Applicant Business Name

Original License Holder Name Printed

Transfer Applicant Name Printed

Original License Holder Signature

Transfer Applicant Signature

State of

Subscribed and sworn to before me this _____

County of

day of _____

Notary Public

My Commission Expires

Site Diagram Requirements:

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

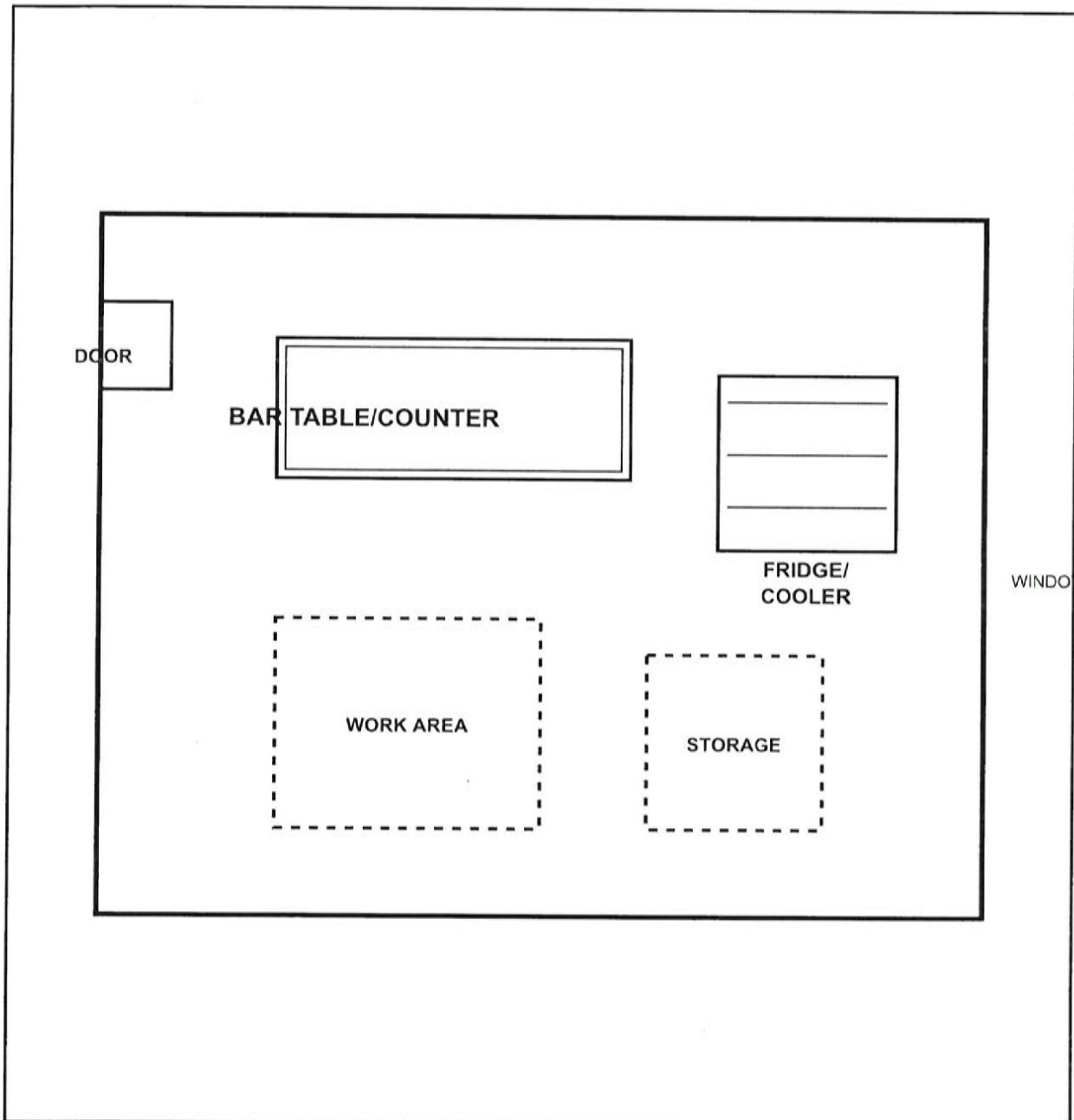
Site Diagram

Agency Name: _____

North



SITE DIAGRAM - BAR & COOLER LAYOUT



Legend:

- Solid Lines: Fixed structures and equipment
- - - Dashed Lines: Work and storage areas



Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Community Event Street Closure - Dakota Street Vault

REQUEST:

Close 4th Street between Rosser Avenue and East A Avenue on Saturday, August 1, 2026, from 6:00 AM to 10:00 PM.

BACKGROUND INFORMATION:

Century High School Track and Field plans to host an exhibition pole vault event. A special runway and mats will be set up. The purpose of the event is for community enrichment, awareness of the sport, and a USATF sanctioned event. Any donations received are planned to be used to purchase equipment for high school athletes, such as helmets and pole vault poles.

RECOMMENDED CITY COMMISSION ACTION:

Approve the closure of 4th Street between Rosser Avenue and East A Avenue on Saturday, August 1, 2026, from 6:00 AM to 10:00 PM.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Community Event Street Closure - Dakota Street Vault (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: Dakota Street Vault

Event Dates and Times: August 1st, 2026 10am - 8pm

Requested Street Closure Dates and Times: August 1st 6am - 10pm (allow set up & breakdown)

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: Century High School Girls & Boys Track & Field

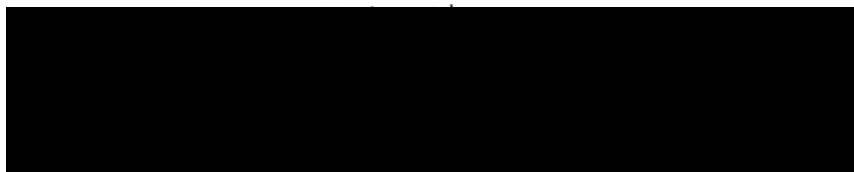
The purpose of the festival or event: Fundraising, Community enrichment, awareness of the sport, USATF Sanctioned event opportunity

The activities that will be held as part of the event: pole vault

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

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

Event Manager/Coordinator Contact Information: providing equipment for high school student athletes - such as helmets, pole vault poles (more poles = more safety!)



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.

Location Map





Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Access, Water, Sewer easements related to Elk Ridge Fourth Addition

REQUEST:

Dedication and acceptance of access, water and sewer easements related to Elk Ridge Fourth Addition.

BACKGROUND INFORMATION:

The easements for the cul-de-sac turnarounds, water and sewer are proposed as part of Elk Ridge Fourth Addition in north Bismarck. The access easements are located at the terminus of a dead end roads to provide adequate turnaround areas primarily for emergency services vehicles. It is anticipated the access easements will include a temporary cul-de-sac and will be released in the future with subsequent platting and extension of the roadways and buried utilities.

RECOMMENDED CITY COMMISSION ACTION:

Approval of the dedication and acceptance of access turnaround, water and sewer easements related to Elk Ridge Fourth Addition.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Elk Ridge 4th Easements

ACCESS, WATERMAIN, & SANITARY SEWER EASEMENT

This dedication of an Access, Watermain, & Sanitary Sewer easement is made this _____ day of _____, 2026, between **SECTION 18 LAND, LLC** whose address is 555 Highway 1804 NE, Bismarck, ND, Grantor and the **City of Bismarck**, a municipal corporation, whose post office address is 221 North 5th St., Bismarck, North Dakota 58506-5503, 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 the City of Bismarck, Grantee, its successors and assigns, an exclusive easement to run with the land at all times hereafter to construct, operate, maintain, and repair watermain, sanitary sewer, curb, gutter, and paving facilities under or upon the real property hereinafter described below. Grantee shall have the right to ingress and egress across real property of Grantor for the purpose herein granted.
2. The real property for the Access, Watermain, and Sanitary Sewer easement herein dedicated, granted and reserved is owned by the Grantor and is described as follows:

ALL THAT PART OF THE SW 1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA LYING WITHIN 61' OF A RADIUS POINT ON THE EASTERN RIGHT OF WAY LINE OF CLAIRMONT LOOP THAT IS AN ARC LENGTH OF 78.97 FEET NORTHWESTERLY OF THE WEST MOST CORNER OF LOT 1, BLOCK 2 OF ELK RIDGE FOURTH ADDITION, LESS ALL THAT PORTION WITHIN SAID ELK RIDGE FOURTH ADDITION, CONTAINING 5,500 SF, MORE OR LESS.

AND

ALL THAT PART OF THE SW 1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA BEING 40' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWESTERN TERMINUS OF THE CENTERLINE OF CLAIRMONT ROAD RIGHT-OF-WAY WITHIN ELK RIDGE FOURTH ADDITION; THENCE NORTH 44 DEGREES 37 MINUTES 42 SECONDS WEST ON THE EXTENSION OF SAID CENTERLINE, A DISTANCE OF 61.00 FEET TO THE END POINT OF SAID EASEMENT, EXTENDING OR SHORTENING THE SIDELINES TO INTERSECT THE NORTHWEST LINE OF SAID ELK RIDGE FOURTH ADDITION, AND ALL THAT PART OF SAID SE 1/4 LYING WITHIN A 61' RADIUS OF THE ENDPOINT OF ABOVE SAID CENTERLINE, CONTAINING 12,067 SF, MORE OR LESS.

Descriptions prepared by Landon Niemiller; Swenson, Hagen & Co. P.C.; 3002 Airway Ave, Bismarck, ND 58504.

3. The Grantee is responsible for the installation, operation, and maintenance of improvements or facilities constructed or installed pursuant to this easement according to applicable development policies.
4. The term of this easement herein reserved is ninety-nine (99) years, beginning upon execution in 2026 and ending in 2125.

IN WITNESS WHEREOF, the Grantors have hereto fixed their signatures this the 18th day of June, 2026.

STATE OF North Dakota)
) SS
COUNTY OF Burleigh)

Ronald Knutson
RON KNUTSON, PARTNER
SECTION 18 LAND, LLC
555 HIGHWAY 1804 NE
BISMARCK, ND 58503

On this 18th day of June, 2026, before me appeared RON KNUTSON of SECTION 18 LAND, LLC, known to me to be the person that is described in and that he executed the foregoing instrument, and acknowledged that he executed the same.

LISA MACDONALD
Notary Public
State of North Dakota
My Commission Expires July 31, 2026

Lisa MacDonald
Notary Public, Burleigh County, ND
My Commission Expires: _____

Acceptance by City of Bismarck:

MICHAEL T. SCHMITZ, PRESIDENT
BOARD OF CITY COMMISSIONERS

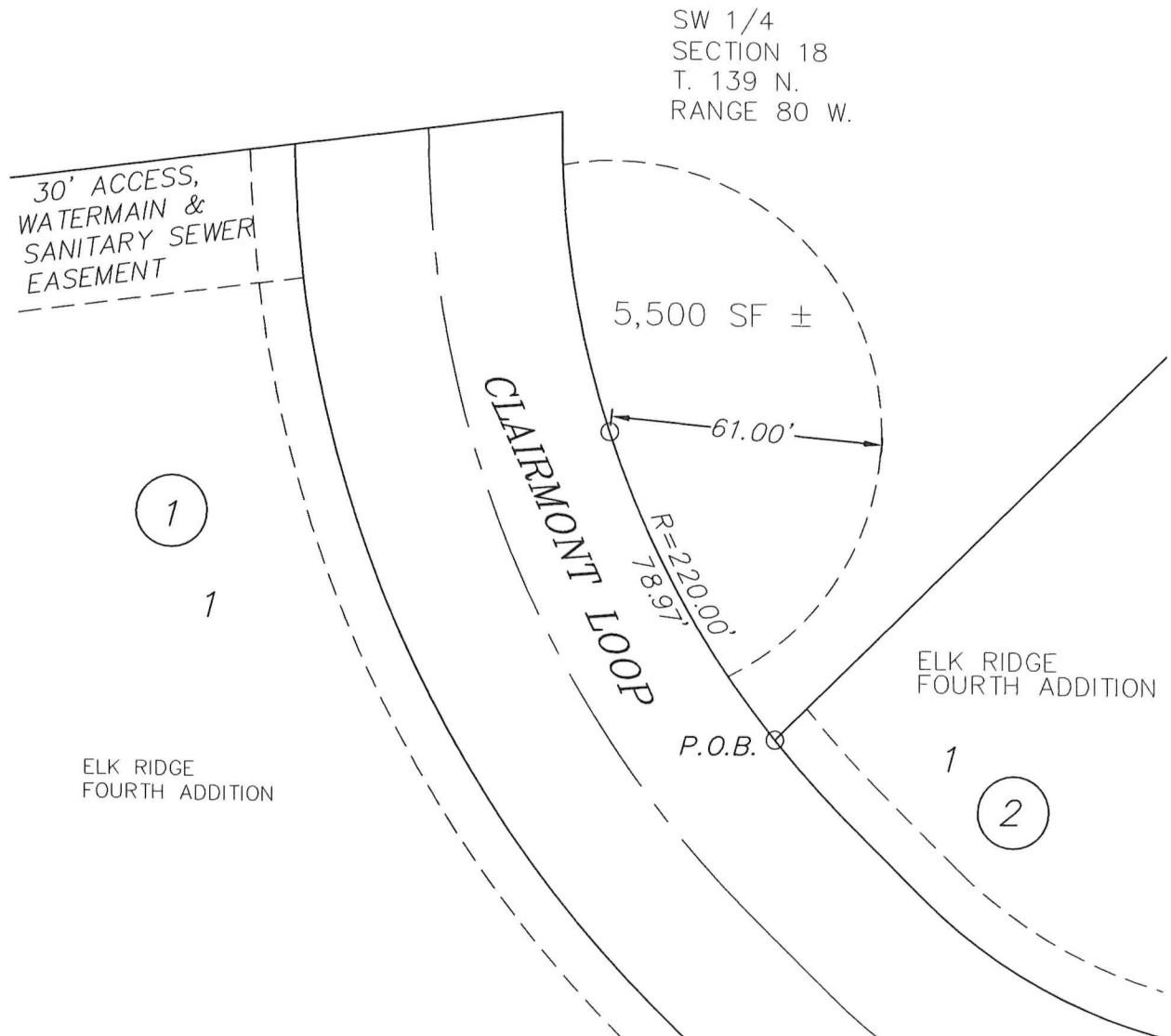
Attest: _____
JASON TOMANEK
CITY ADMINISTRATOR

STATE OF NORTH DAKOTA)
) SS
COUNTY OF BURLEIGH)

On this ____ day of _____, 2026, before me appeared MICHAEL T. SCHMITZ, President of the 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.

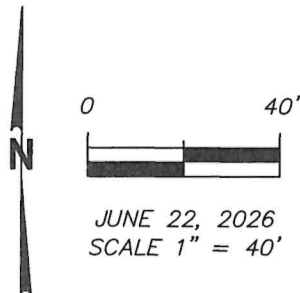
Notary Public, Burleigh County, ND
My Commission expires: _____

ACCESS, WATERMAIN & SANITARY SEWER EASEMENT EXHIBIT

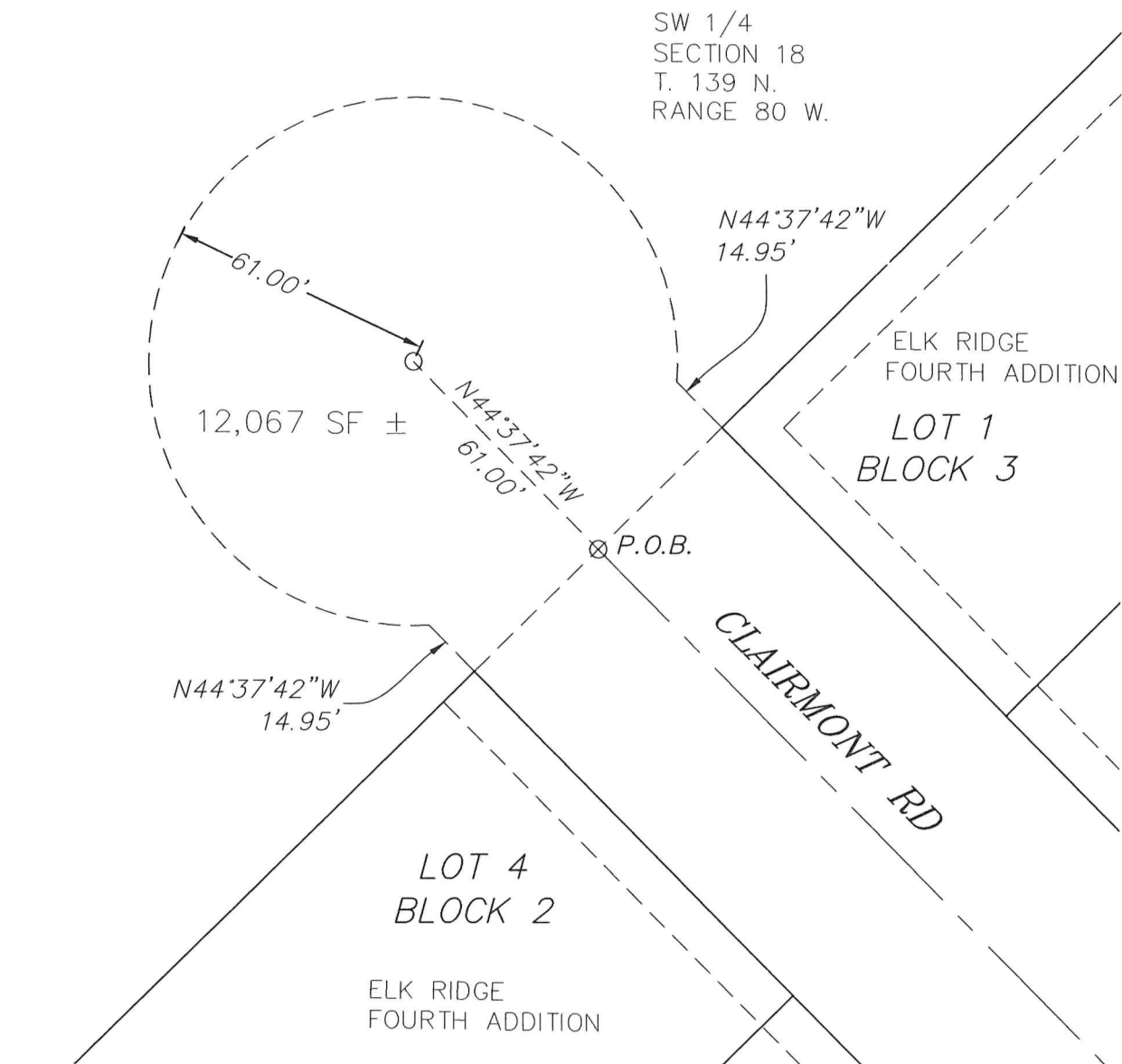


ACCESS, WATERMAIN, AND SANITARY SEWER EASEMENT

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**ACCESS, WATERMAIN & SANITARY SEWER
EASEMENT EXHIBIT**



ACCESS, WATERMAIN, AND SANITARY SEWER EASEMENT

ALL THAT PART OF THE SW 1/4 OF SECTION 18, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA BEING 40' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

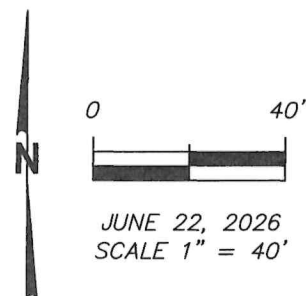
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SWENSON, HAGEN & COMPANY P.C.

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

3002 Airway Avenue
Bismarck, North Dakota 58504
sheng@swensonhagen.com
Phone (701) 223 - 2600
Fax (701) 223 - 2606





Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Encroachment Agreement

REQUEST:

Encroachment Agreement with Phat Brothers Bakery, Inc. for the sign overhanging on the right-of-way at 1129 E Bismarck Expressway.

BACKGROUND INFORMATION:

Phat Brothers Bakery Inc, is requesting an encroachment agreement to change the face of a box sign that currently overhangs the right-of-way at 1129 E Bismarck Expressway. The Encroachment Committee has reviewed and recommends approval of the attached agreement with a term of 1-year, continuing yearly thereafter.

RECOMMENDED CITY COMMISSION ACTION:

Approve encroachment agreement with Phat Brothers Bakery Inc. for the sign overhanging the right-of-way.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Encroachment Agreement and Waiver - 1129 E Bismarck Expressway
2. Encroachment Exhibit - 1129 E Bismarck Expressway

ENCROACHMENT AGREEMENT AND WAIVER

The City of Bismarck (City) hereby grants Phat Brothers Bakery Inc. (Grantee) the right to install and maintain a privately owned box sign (Encroachment) located within Lot 1 Block 2 Wachter's 17th Addition, 1129 E Bismarck Expressway, City of Bismarck, Burleigh County, North Dakota.

The sign foundation is located entirely on the Grantee's property; however, a portion of the sign cabinet extends into the vertical airspace of the public right-of-way of Bismarck Expressway, as depicted in exhibits on file with the City of Bismarck Engineering Department. This encroachment is subject to the following conditions:

1. The Grantee shall comply with all rules regarding maintenance of the Encroachment in the right-of-way as set by the City Engineer.
2. The term of this grant shall be for one (1) year and shall continue thereafter from year to year. The City may terminate this Agreement upon thirty (30) days written notice after the initial one-year term. Notwithstanding the foregoing, the City may terminate this Agreement immediately if the Encroachment creates a public safety hazard, interferes with public improvements, or is otherwise determined by the City to be inconsistent with public use of the right-of-way.
3. The Grantee acknowledges that the Encroachment was installed without prior authorization from the City and constitutes an existing encroachment within the public right-of-way. By entering into this Agreement, the Grantee accepts full responsibility for

the Encroachment and assumes all obligations, costs, liabilities, maintenance responsibilities, and corrective actions associated with its continued existence, regardless of whether such obligations arise before or after the execution of this Agreement.

4. Upon termination of this Agreement, abandonment of the Encroachment, or upon written request by the City, the Grantee shall, at its sole expense, remove the Encroachment and restore the affected right-of-way to a condition acceptable to the City.
5. For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, for the City's permission to operate and maintain the Encroachment over the right-of-way, Grantee agrees to release the City, its assigns or other franchised utilities from and waive any and all claims relating to said Encroachment, but not limited to, damages arising from damage to the Encroachment, loss of business, or other personal injury or property damage resulting from damage to the Encroachment by the City, its assigns or other franchised utilities.
6. Grantee agrees that it is using the right-of-way at its own risk. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for any expense or damage to the Encroachment by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the Encroachment over the right-of-way. The Grantee agrees that, after the installation of the Encroachment, the Grantee will restore the City's right-of-way or street to its original condition.
7. If the City determines that maintenance, reconstruction, utility work, or other public improvements require access to the area occupied by the Encroachment, the Grantee shall, upon written notice from the City, temporarily protect, relocate, modify, or remove the Encroachment at the Grantee's sole expense.
8. This Encroachment Agreement and Waiver and the covenants, agreements, and restrictions contained herein, shall run with the land benefitted and burdened hereunder.

The Grantee shall provide notice of this Agreement to any purchaser, transferee, or successor in interest of the property prior to transfer of ownership.

9. This Agreement constitutes a revocable license only and shall not be construed as granting any ownership interest, leasehold interest, easement, or other property right in the public right-of-way.

GRANTEE NAME

By: _____

_____ Date

Print: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 20____, before me personally appeared
_____ known to me to be the _____
of _____, and that executed the within instrument, and
acknowledged to me that such entity executed the same.

Notary Public
My commission expires:

City of Bismarck

Gabe Schell, PE
City Engineer

Date

Jason Tomanek
City Administrator

Date

Michael T. Schmitz
President, Board of City Commissioners

Date

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Gabe Schell, known to me to be the City Engineer of the City of Bismarck described in and who executed the within instrument, and acknowledged to me that they executed the same.

Notary Public
My commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

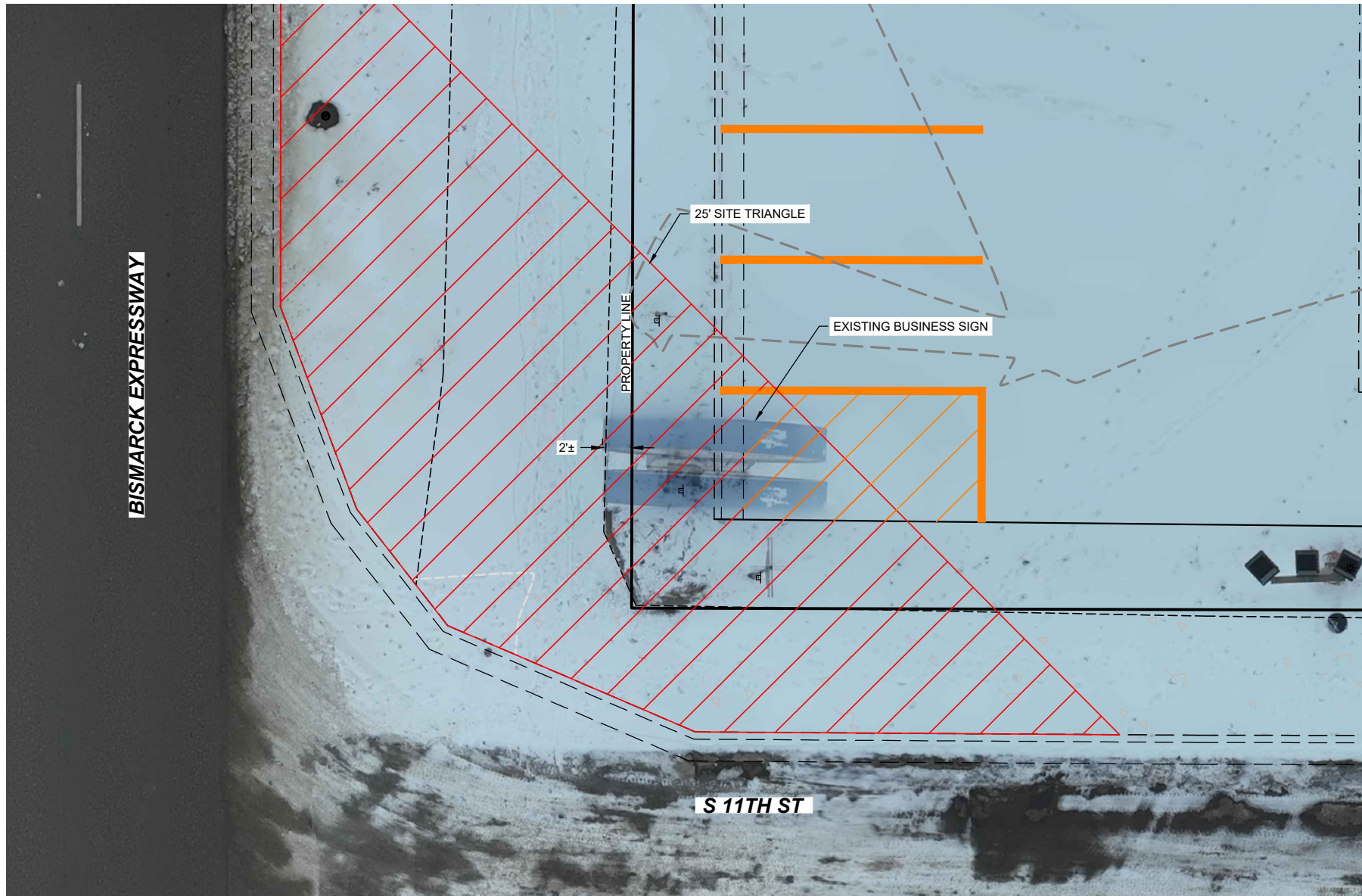
On this _____ day of _____, 20__, before me personally appeared Jason Tomanek, known to me to be the City Administrator of the City of Bismarck described in who executed the within instrument, and acknowledged to me that they executed the same.

Notary Public
My commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__ , before me personally appeared Michael T. Schmitz, known to me to be the President of the Board of City Commissioners of the City of Bismarck described in and who executed the within instrument, and acknowledged to me that they executed the same.

Notary Public
My commission expires:



BISMARCK EXPRESSWAY

25' SITE TRIANGLE

EXISTING BUSINESS SIGN

PROPERTY LINE

2'±

S 11TH ST

NOTE: DATE OF AERIAL
PHOTO: 12/02/2025

TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Ph: 701-663-6483 * www.tomanengineering.com



SIGN LOCATION EXHIBIT
PHAT BROTHERS BAKERY, INC
1129 E. BISMARCK EXPRESSWAY

PROJECT:

SHEET NUMBER

1

OF 1 SHEETS

SCALE: 1" = 10'



Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Street Improvement District SI 603

REQUEST:

Resolution approving the resolution of necessity for Street Improvement District No. SI 603.

BACKGROUND INFORMATION:

Street Improvement District No. 603 consists of one unit of street maintenance. Street maintenance would include areas of milling & overlaying, curb and gutter repair, curb extensions, drainage improvements, concrete pavement repair, new sidewalk, ADA ramp improvements, roadway and pedestrian LED lighting, landscaping, bike racks, benches, pavement markings, transit improvements, signal removal and related items.

This project was selected for funding through the Urban Grant Program through the NDDOT and will be partially funded with federal grants. The Urban Grant Program will fund the project with 80.93% federal funds to a maximum amount of \$1,610,000. The remaining costs will be the City of Bismarck's responsibility and will be funded through this special assessment district.

The Engineering Report has been posted to the city website at www.bismarcknd.gov/streets. Letters will be sent to property owners notifying them of this project along with their estimated special assessment cost and their right to protest this improvement per NDCC Chapter 40-22.

Unit 1

3rd Street – Front Avenue to 180' North of Front Avenue
5th Street – Bowen Avenue to 255' North of Front Avenue
Front Avenue – Mandan Street to 9th Street
Sweet Avenue – 5th Street to 135' West of 5th Street

Project Schedule

Letters to Property Owners Sent:	July 20, 2026
Protest Period Ends:	August 20, 2026
Public Reading of Sufficiency of Protest:	August 25, 2026
Authorization to Advertise	September 8, 2026
Receipt and Opening of Bids (NDDOT)	November 20, 2026
Award of Bid	December 15, 2026

Project Completion

Fall 2028

RECOMMENDED CITY COMMISSION ACTION:

Approve the resolution of necessity for Street Improvement District No. SI 603

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Sewer Improvement District SE 588

REQUEST:

Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District No. SE 588.

BACKGROUND INFORMATION:

Sewer Improvement District No. 588 consists of one unit of new storm sewer and related work. Unit 1 includes approximately 1,700 LF of new storm sewer ranging from 15" to 30" in size and related appurtenances in Paradise Valley and Paradise Valley Second Additions. As per the master planned stormwater for this development, the boundary of SE 588 will encompass all properties within the Additions, as all properties benefit from all storm improvements.

The engineer's report and boundary map for the district have been posted to the city website at www.bismarcknd.gov/streets.

Project Schedule

Authorization to Advertise

Receipt and Opening of Bids

Award of Bid

Project Completion

July 14, 2026

August 4, 2026

August 11, 2026

Fall 2026

RECOMMENDED CITY COMMISSION ACTION:

Approve resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District No. SE 588.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Finance Department

DATE: July 14, 2026

FROM: Eric Lund, Acting Finance Director

ITEM: Applications for Abatement

REQUEST:

Applications for abatement.

BACKGROUND INFORMATION:

Market value reductions due to errors in the property description.

Application for Abatement for 2024 & 2025

Property Owner - Gary & Linda Haider

Property Address - 561 Cottonwood Loop

Property ID - 1172-003-055

RECOMMENDED CITY COMMISSION ACTION:

The Assessing Division recommends approval of the applications for abatement as presented.

STAFF CONTACT INFORMATION:

Allison Jensen, City Assessor, 701-355-1621, ajensen@bismarcknd.gov

ATTACHMENTS:

1. Abatements

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____.

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant Gary & Linda Thider

County Auditor's File No. 26-247

Date Application Was Filed With The County Auditor 6/3/26

Date County Auditor Mailed Application to Township Clerk or City Auditor _____
(must be within five business days of filing date)

Mark Spornowski

CR

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant Gary Linda Thider

County Auditor's File No. 26-248

Date Application Was Filed
With The County Auditor 6/3/26

Date County Auditor Mailed
Application to Township
Clerk or City Auditor _____
(must be within five business days of filing date)

Marta Spenshouslin
CR



Finance Department

DATE: July 14, 2026

FROM: Ryan Skor

ITEM: Ordinance 6673

REQUEST:

Introduction of and call for a public hearing for ordinance 6673 to create a special assessment district for annexed properties.

BACKGROUND INFORMATION:

Sections 40-23-17 through 40-23-21 of the North Dakota Century Code allows assessments on annexed property that previously benefited from the infrastructure constructed before the parcels were annexed. Ordinance 6673 relates to park improvement charges to be assessed to benefiting property that were outside the city limits at the time of construction.

RECOMMENDED CITY COMMISSION ACTION:

Approval of the introduction and call for a public hearing on Ordinance 6673.

STAFF CONTACT INFORMATION:

Eric Lund, Acting Finance Director, 701-355-1601, elund@bismarcknd.gov

ATTACHMENTS:

1. Ord 6673 Draft

ORDINANCE NO. 6673

First Reading	July 14, 2026	_____
Second Reading	July 28, 2026	_____
Final Passage and Adoption	July 28, 2026	_____

AN ORDINANCE CREATING PARK IMPROVEMENT DISTRICT NUMBER TWO HUNDRED (200), UNIT NUMBER FIVE (5), OF THE CITY OF BISMARCK, NORTH DAKOTA.

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Pursuant to the provisions of Sections 40-23-17 through 40-23-21 of the North Dakota Century Code as amended, providing for assessments on annexed property previously benefited, it is hereby determined that the property within the boundary lines as hereinafter set forth was at the time of contracting for a park improvement district, therein located outside the corporate limits and which was benefited by the park improvement was, thereby subsequently annexed to the City of Bismarck, and there is hereby created park improvement district hereinafter designated as Park Improvement District Number Two Hundred (200), Unit Number Five (5) whereas Unit Number Five (5) is associated with a park improvement contracted under PI004.

Section 2. Consultation with respect thereto has been made with the City Engineer of the City of Bismarck, said district shall include all lots, tracts and parcels of land lying within the following described property:

Unit #5	ELK RIDGE 3 RD ADDITION
	Lots 2-25, Block 1; Lots 1 & 2, Block 2; Lots 13-48,
	Block 3; Lots 2-9, Block 4; Elk Ridge 3 rd Addition

Section 3. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.



Legal Department

DATE: July 14, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6674

REQUEST:

Introduction of and call for a public hearing on Ordinance 6674 to amend Sections 2-05-01, 2-05-02 and 6-09-04 of the City of Bismarck Code of Ordinances relating to Term of Office, Duties and Powers, and Fee Assessments for Funding Crime Victim and Witness Program.

BACKGROUND INFORMATION:

North Dakota Century Code Section 27-01-10 requires a municipal judge to assess a fee for funding crime victim and witness programs. The fee is not to exceed 25 dollars and is to be imposed on a defendant who pleads guilty to or is convicted of violating a municipal ordinance for which the maximum penalty that may be imposed under the ordinance for the violation includes imprisonment, unless the defendant is indigent and unable to pay the fee. As required by this statute, the City has previously enacted Ordinances 2-05-02 Duties and Powers and 6-09-04 Fee Assessments for Funding Crime Victim and Witness Programs. The change to Ordinance 2-05-02 is to correct the citation format to the Century Code. The change to 6-09-04 is to amend the language to mirror N.D.C.C. Section 27-01-10 and Ordinance 2-05-02. It also strikes references to violations of specific ordinances. One of the listed ordinances has been repealed.

The City does not have a victim and witness program. In April, the City Commission approved a Memorandum of Understanding with Burleigh County in which the City Attorney's Office may request victim and witness services from the Burleigh County State's Attorney's Office for victims or witnesses who request such services. The Burleigh County State's Attorney's Office Victim/Witness Program provides direct services to victims and witnesses of crime, as contemplated by the Century Code. The fees required by the Century Code and assessed by the municipal court are deposited into the City's general fund and paid to the Victim/Witness Program annually.

The amendment to Section 2-05-01 Term of Office refines the language used.

RECOMMENDED CITY COMMISSION ACTION:

Approval of the introduction and call for a public hearing on Ordinance 6674.

STAFF CONTACT INFORMATION:

Julie Mees, City Attorney, 701-355-1340, jmees@bismarcknd.gov

ATTACHMENTS:

1. Ord 6674

**CITY OF BISMARCK
ORDINANCE NO. 6674**

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

AN ORDINANCE TO AMEND SECTIONS 2-05-01, 2-05-02, AND 6-09-04 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO TERM OF OFFICE, DUTIES AND POWERS, AND FEES ASSESSMENTS FOR FUNDING CRIME VICTIM AND WITNESS PROGRAMS

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

Section 1. Amend. Section 2-05-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Term of Office is hereby amended to read as follows:

2-05-01. Term of Office. The municipal judge shall hold office for a term of four years from and after his election, and until a successor is elected and qualified.

Section 2. Amend. Section 2-05-02 of the Code of Ordinances of the City of Bismarck, North Dakota relating to Duties and Powers is hereby amended to read as follows:

2-05-02. Duties and Powers. The judge has the power to perform all duties prescribed by state law, specifically N.D.C.C. Chapter 40-18, NDCC, and the ordinances of the city. The judge has the authority to impose any fee, fine, court cost, impact fee or other charge authorized by state law, by a fee schedule approved by the City Commission or imposed by ordinances of the city. The judge may impose a fee of twenty-five dollars (\$25) as part of a sentence imposed on a defendant who pleads guilty to or is convicted of violating a city ordinance for which the maximum penalty that may be imposed under the ordinance for the violation includes imprisonment. All fees paid to the municipal court under this section shall be deposited in the general fund monthly for annual allocation by the board of city commissioners to victim and witness advocacy programs whose primary function is to provide direct services to victims and witnesses of crime or to the statewide automated victim information and notification system, as provided for under N.D.C.C. Chapter 12.1-34, NDCC.

Section 3. Amend. Section 6-09-04 of the Code of Ordinances of the City of Bismarck, North Dakota relating to Fee Assessments for Funding Crime Victim and Witness Program is hereby amended to read as follows:

6-09-04. Fee Assessments for Funding Crime Victim and Witness Programs. The municipal judge may assess a fee of not more than twenty-five (~~25~~) dollars (\$25) as part of a sentence imposed on a defendant who pleads guilty to or is convicted of violating a city ordinance for which the maximum penalty that may be imposed under the ordinance for the violation includes imprisonment ~~a violation of Section 6-02-07, 6-03-01, 6-03-02, 6-03-03, 6-05-01, 6-05-02, 6-05-03, 6-05-06, 6-05-07, 6-05-08~~ or a charge of aiding, accomplice or attempt of these offenses. The fee assessed under this section is in addition to any fine, penalty, costs, or administrative fee prescribed by law. The municipal judge may assess the fee when sentence is imposed or when sentence is suspended or imposition of sentence is deferred, unless the defendant is indigent and unable to pay the fee. All fees paid to the municipal court under this section, or under City Ordinance ~~Section 2-05-02~~ shall be deposited in the general fund monthly for annual allocation by the board of city commissioners to private, non-profit domestic violence or sexual assault programs, to victim and witness advocacy programs whose primary function is to provide direct services to victims and witnesses of crime or to the statewide automated victim information and notification system, as provided for under Chapter N.D.C.C. 12.1-34, NDCC.

(Reference: NDCC 27-01-10)

(Chapter Source: Home Rule Charter for City of Bismarck)

(Ord. 4655, 12-20-94; Ord. 6313, 03-13-18)

Section 4. 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 5. Effective Date. This ordinance shall take effect upon final passage, and adoption.



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: 2025 Consolidated Annual Performance Evaluation Report (CAPER)

REQUEST:

2025 Consolidated Annual Performance Evaluation Report (CAPER), which serves as a detailed report of the prior year's performance of the Community Development Block Grant (CDBG) program.

BACKGROUND INFORMATION:

The City of Bismarck is an entitlement community for the CDBG program administered by the United States Department of Housing and Urban Development (HUD). These funds are generally allocated for housing and community development activities that benefit low- and moderate-income households. Under this program, the City is required to develop a CAPER each year to report and assess the progress made towards achieving consolidated and annual action plan goals.

A draft of the 2025 CAPER was posted on the City's website from June 11th-June 26th; a public notice was published in the Bismarck Tribune on Thursday, June 11th regarding the proposed CAPER; a public hearing on the draft CAPER was held on Monday, June 22nd; and the 15-day public comment period closed on Friday, June 26th.

A draft of the 2025 CAPER can be found online [here](#).

RECOMMENDED CITY COMMISSION ACTION:

Approve the 2025 CAPER, as presented.

STAFF CONTACT INFORMATION:

Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Hilary Balzum, CDBG Program Administrator, 701-355-1847, hbalum@bismarcknd.gov

ATTACHMENTS:

None



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM:

2026 Annual UPWP Contract Amendment

REQUEST:

2026 Annual Unified Planning Work Program (UPWP) Contract Amendment.

BACKGROUND INFORMATION:

The Bismarck-Mandan Metropolitan Planning Organization requests the Bismarck Board of City Commissioners consider approval for the 2026 Annual UPWP Contract Amendment. The amendment is needed to reconcile the MPO UPWP funding budget with the amount of FTA's apportionment of Section 5303 funds as the Section 5303 funding amount was higher than the estimated amount.

This is a standard contract amendment; no one-time changes were necessary.

The 2026 UPWP Annual Contract Amendment was approved by the MPO Policy Board on June 16, 2026. Should the Bismarck City Commission approve the Contract Amendment, it will be signed electronically through North Dakota Department of Transportation's (NDDOT) DocuSign process.

RECOMMENDED CITY COMMISSION ACTION:

Staff requests approval of the 2026 Annual UPWP Contract Amendment.

STAFF CONTACT INFORMATION:

Kimberly Riepl, Transportation Planner, 701-355-1844, kriepl@bismarcknd.gov

ATTACHMENTS:

1. NDDOT UPWP Contract Amendment_1

MEMO TO: Ronald J. Henke, P.E.
Director

FROM: Will Hutchings, AICP

DATE: 06/05/2026

SUBJECT: 38251322B: Bismarck-Mandan MPO (BMMPO) 2026 Annual
UPWP Contract Amendment

This UPWP contract amendment is needed to reconcile the MPO UPWP funding budget with the amount of FTA's Apportionment of section 5303 funds.

This is a standard contract amendment; no one time changes were necessary.

If there are any questions, please contact me at (701)328-6421.

38/wrh

Contract Amendment Routing:

Stacey Hanson;

Derek Pfeifer;

Nicole Lagasse;

Kim Riepl BMMPO Executive Director (specify recipients);

MPO Policy Board Chair Person;

MPO Witness;

Will Hutchings;

Clint Morgenstern;

Chad Orn;

Pamela Thompson, NDDOT Witness

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38251322B
Project No. CPG-2026(060)**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Bismarck (Bismarck-Mandan Metropolitan Planning Organization), hereinafter known as the Contractor, whose address is PO Box 5503, Bismarck, ND 58506.

WHEREAS, the parties entered into a contract on 12/3/2025; and

WHEREAS, 2026 ND FTA funding was higher than the estimated amount used to establish the original UPWP and contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the "Total Amount of Federal Funds Obligated to the subrecipient" is now \$800,730.46; the "Total Federal Award" becomes = \$1,000,913.08 including local match; Section 3 "Compensation" will now be \$800,730.46.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6675

REQUEST:

Introduction of and call for a public hearing on Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat, which the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

Wilment Development, LLC is requesting approval of an annexation of all of Block 2, Northern Sky Second Addition First Replat. The project is located in northwest Bismarck, in the northwest corner of North Washington Street and Ash Coulee Drive, on the north side of Wilkinson Place.

The Planning and Zoning Commission considered this request on June 24, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:

Call for a public hearing on Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat.

STAFF CONTACT INFORMATION:

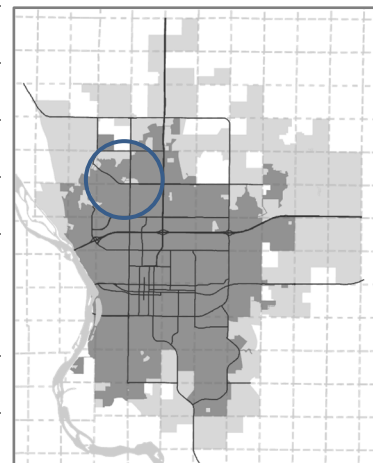
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

Project Summary

<i>Title:</i>	Northern Sky Second Addition First Replat, Block 2
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	Wilment Development, LLC
<i>Project Contact:</i>	Tom Weigel, PLS, PE, Moore Engineering
<i>Project Location:</i>	In northwest Bismarck, in the northwest corner of North Washington Street and Ash Coulee Drive, on the north side of Wilkinson Place
<i>Project Size:</i>	146,411 square feet
<i>Applicant Request:</i>	Annex entirety of Block 2 to facilitate office and commercial development
<i>Staff Recommendation:</i>	Approve
<i>PZC 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>	No change
<i>Land Use:</i>	Undeveloped	<i>Land Use:</i>	Office and commercial uses
<i>Future Land Use:</i>	Community Mixed Use (CMU)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	CG – Commercial	<i>Zoning:</i>	No change
<i>Uses Allowed:</i>	CG – General commercial, multi-family residential, and offices	<i>Uses Allowed:</i>	No change
<i>Max Density:</i>	CG – 42 units / acre	<i>Max Density:</i>	No change

Area Information

Property History

<i>Zoning Jurisdiction:</i>	Extraterritorial Area (ETA)	<i>Zoned:</i>	07/2024
<i>Township:</i>	Hay Creek (organized)	<i>Platted:</i>	06/2022
<i>Neighborhood:</i>	Horizon Heights	<i>Annexed:</i>	N/A

(continued)

Project Narrative

Wilment Development, LLC is requesting approval of an annexation of all of Block 2, Northern Sky Second Addition First Replat.

In order to connect to municipal services for any development, the property would need to be annexed.

The current annexation request is only for Block 2. The other lots within this subdivision will be annexed when development of the properties occurs or by February 25, 2030, as per a development agreement between the City and the current property owner, whichever comes first.

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 Community Mixed Use (CMU) in the Future Land Use Plan. The CMU areas are places of commerce, employment, and residence for the Bismarck community. Goals and objectives of this plan as they relate to the annexation request are referenced in review standards below.

Adjacent uses include offices and a convenience store to the north; undeveloped commercial property to the south across Wilkinson Place; undeveloped commercial property and Horizon Middle School to the west across Northern Sky Drive; and undeveloped commercial property and offices to the east across North Washington Street.

Public Engagement

Annexations do not have a public hearing before the Planning and Zoning Commission. The Planning and Zoning Commission considered this request on June 24, 2026, and voted to recommend approval.

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.

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

(continued)

heard by the City Commission, as will Burleigh County and Hay Creek Township in accordance with the provisions of Section 40-51.2-05 of the North Dakota Century Code.

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.

Annexation

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 Priority.

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 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 for annexation is clearly contiguous to the existing corporate boundaries. 100% of the proposed annexation's perimeter adjoins corporate limits. Generally, any proportion greater than 20% is considered unambiguously contiguous.

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.

This annexation request triggers the held in abeyance costs for regional stormwater improvements and the construction of North Washington Street. Held in abeyance costs associated with Block 2 will be allocated to the parcels being annexed based on their proportionate area the year following the annexation being completed.

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 an annexation of all of Block 2, Northern Sky Second Addition First Replat.

Planning Staff

Based on the above findings, staff recommends approval of an annexation of all of Block 2, Northern Sky Second Addition First Replat.

(continued)

Attachments

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

Staff report prepared by: Lauren Oster, Planner
701-355-1846 | laoster@bismarcknd.gov

**CITY OF BISMARCK
ORDINANCE NO. 6675**

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 1, Block 2, Northern Sky Second Addition First Replat

The above described tract of land contains 146,411 square feet, 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.

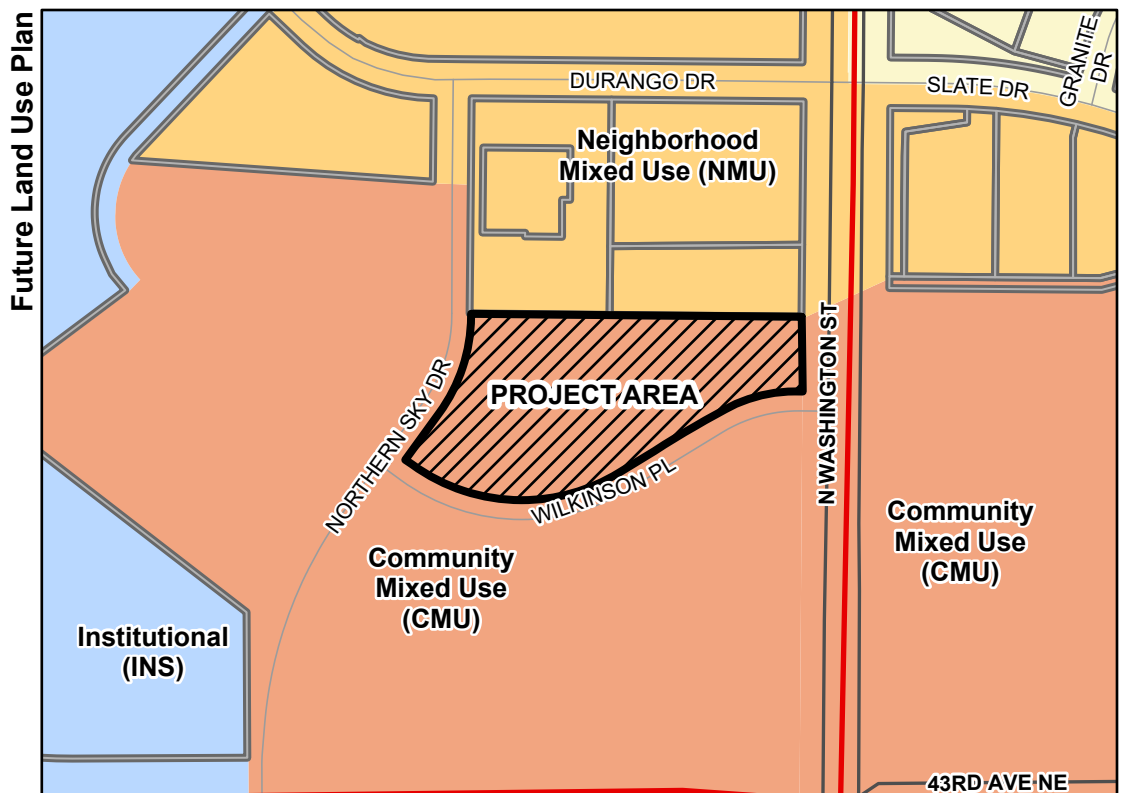
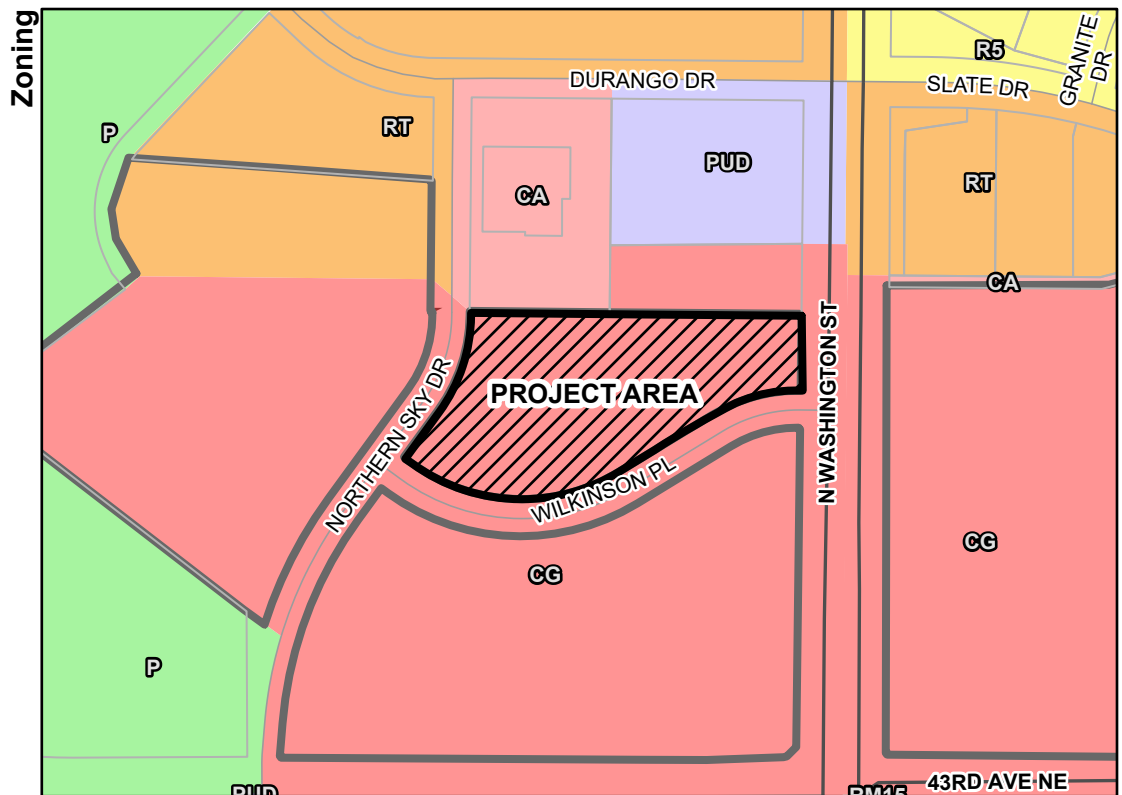
Zoning Districts

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
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/	Urban Reserve
URB	Mid/Long-Term

	Existing Arterial
	Future Arterial
	Existing Collector
	Future Collector
	Existing Interstate
	Future Interstate
	City Limits

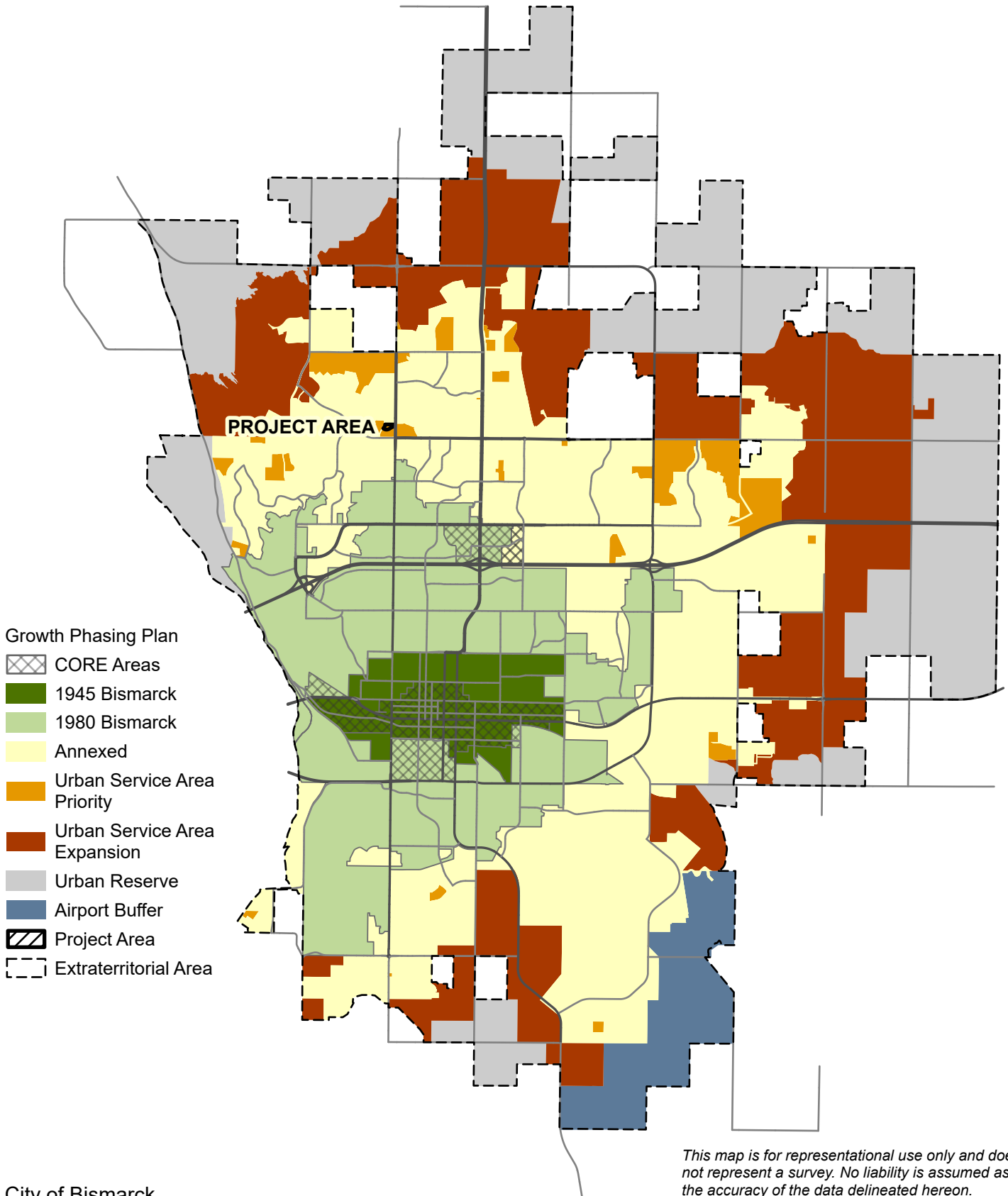


This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated herein.

0 237.5 475 950 Feet



City of Bismarck
Planning Department
June 18, 2026



NORTHERN SKY SECOND ADDITION FIRST REPLAT

BEING A REPLAT OF NORTHERN SKY SECOND ADDITION
OF THE SE 1/4 OF SECTION 17, TOWNSHIP 139 NORTH, RANGE 80 WEST
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

944231
Grand: Original: Deputy



DESCRIPTION

BEING A REPLAT OF NORTHERN SKY SECOND ADDITION OF THE SE 1/4 OF SECTION 17, TOWNSHIP 139 NORTH, RANGE 80 WEST, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 BLOCK 1 NORTHERN SKY ADDITION; THENCE SOUTH 89 DEGREES 27 MINUTES 27 SECONDS EAST, ALONG THE SOUTH LINE OF NORTHERN SKY ADDITION, A DISTANCE OF 638.72 FEET TO THE EAST LINE OF THE SE 1/4 OF SECTION 17, TOWNSHIP 139 NORTH, RANGE 80 WEST; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 877.18 FEET TO THE SOUTH LINE OF SAID SE 1/4; THENCE SOUTH 89 DEGREES 43 MINUTES 28 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1049.63 FEET, THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS WEST, A DISTANCE OF 1877.22 FEET, THENCE NORTHEASTERLY AND TO THE RIGHT, ON A 250.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 184.68 FEET TO THE NORTHERLY LINE OF LOT 2 BLOCK 1 MILLENIUM ADDITION REPLAT; THENCE NORTH 52 DEGREES 18 MINUTES 05 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 582.03 FEET TO THE EASTERLY LINE OF LOT 2 BLOCK 1 MILLENIUM ADDITION REPLAT; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 15.84 FEET TO THE SOUTH LINE OF LOT 1A OF LOT 1 BLOCK 2 NORTHERN SKY ADDITION; THENCE SOUTH 89 DEGREES 25 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 496.89 FEET, THENCE SOUTH 48 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.38 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY D. BAKER, 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 APRIL 29, 2022, 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.
309 BASIN AVENUE
BISMARCK, NORTH DAKOTA
58504

Terry D. Baker
TERRY D. BAKER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3595

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE APPROVED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON THE 29th DAY OF APRIL, 2022, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. 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

Ben Enreth - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS ACCEPTED THE DEDICATION AND RE-DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATING AND PREVIOUS PUBLIC EASEMENTS 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 12th DAY OF APRIL, 2022.

Keith J. Hunk - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHOLL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "NORTHERN SKY SECOND ADDITION FIRST REPLAT", BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE APPROVED PLAT.

Gabriel J. Scholl
GABRIEL J. SCHOLL
CITY ENGINEER

NOTES

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

COORDINATE DATA:
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM

NAD 83 SOUTH ZONE
ADJUSTMENT OF 1986
UNITS ARE INTERNATIONAL FEET

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

VERTICAL BENCHMARK
HYD 3678 WASHINGTON STREET TEST SOUTH OF
DURANGO DRIVE (WEST)
ELEV 1916.66
NOTE 29

AREA DATA
LOTS 1-10 126,449.54 ± 11.03 ACRES
STREETS 232,944.57 ± 3.35 ACRES
TOTAL 1,018,429.57 ± 13.38 ACRES

STATE OF NORTH DAKOTA
COUNTY OF Burleigh

CASEY CLEMENT, VICE PRESIDENT
WILMONT DEVELOPMENT, LLC
3200 ROCK ISLAND PLACE, STE. 4
BISMARCK, ND 58504
OWNER, ALL LOTS EXCEPT LOT 2 BLOCK 1

ON THIS 26th DAY OF May, 2022, BEFORE ME PERSONALLY APPEARED CASEY CLEMENT OF WILMONT DEVELOPMENT, 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.

LSA MACDONALD
Notary Public
State of North Dakota
My Commission Expires July 31, 2025

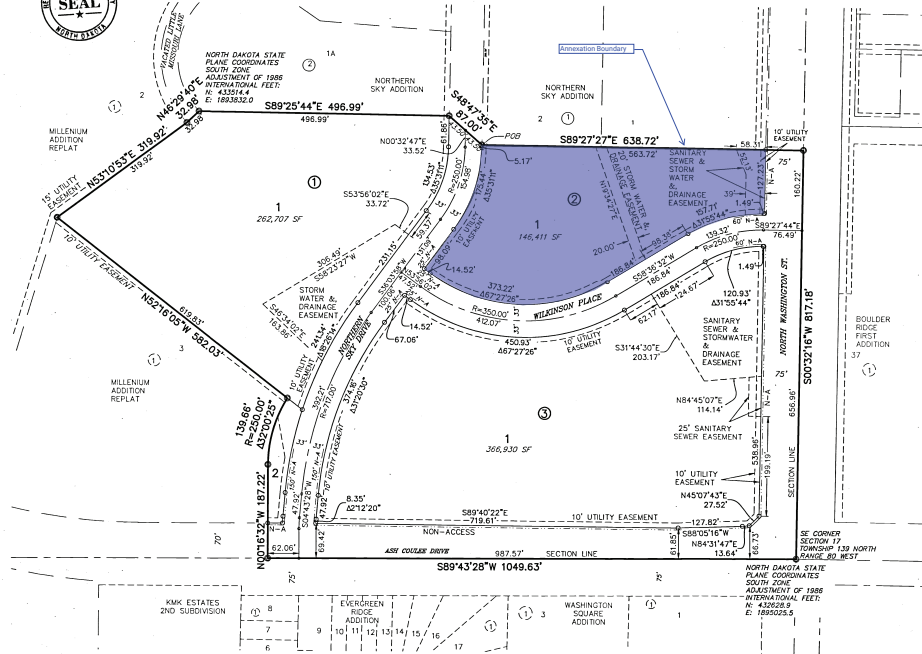
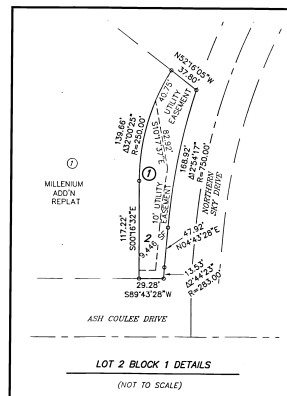
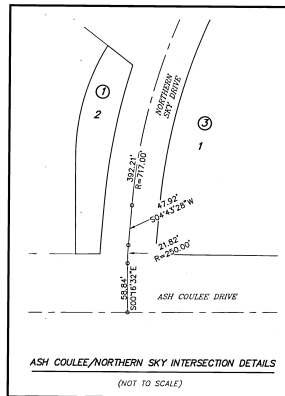
STATE OF NORTH DAKOTA
COUNTY OF Burleigh

CITY OF BISMARCK
221 N 5TH ST
BISMARCK, ND 58503
OWNER, LOT 2 BLOCK 1

IN THIS 1st DAY OF June, 2022, BEFORE ME PERSONALLY APPEARED MAYOR STEVE BAKKEN, 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.

WILLIE J. OLSEN
Notary Public
State of North Dakota
My Commission Expires May 15, 2025

WILLIE J. OLSEN
Notary Public
Burleigh County, North Dakota
MY COMMISSION EXPIRES May 15, 2025





Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6676

REQUEST:

Introduction of and call for a public hearing on Ordinance 6676, a zoning map amendment from the A – Agriculture and CG – Commercial zoning district to the CG – Commercial zoning district and major subdivision final plat titled Berg Acres Addition, which 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.

Stephanie Sheets and Dennis Berg are requesting approval of a zoning map amendment from the A – Agriculture and CG – Commercial (CX-Commercial Mixed-Use) zoning district to the CG – Commercial zoning district and major subdivision final plat titled Berg Acres Addition.

The project is located in east Bismarck, between 52nd Street SE and 66th Street SE, along the south side of East Main Avenue/County Highway 10.

The Planning and Zoning Commission held a public hearing on this request on June 24, 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 6676, a zoning map amendment from the A – Agriculture and CG – Commercial (CX-Commercial Mixed-Use) zoning district to the CG – Commercial zoning district and major subdivision final plat titled Berg Acres 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

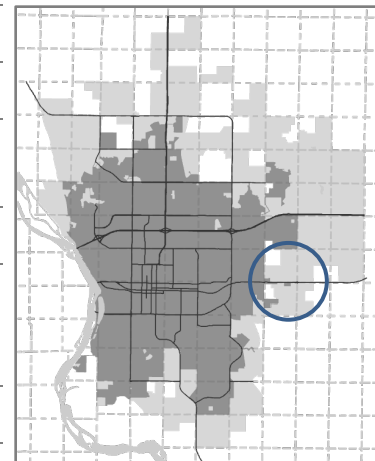
STAFF REPORT

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

Project ID: **ZC2026-003**
FPLT2026-005

Project Summary

<i>Title:</i>	Berg Acres Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	Stephanie Sheets – Applicant Dennis Berg – Owner
<i>Project Contact:</i>	AJ Tuck, PE, Moore Engineering, Inc.
<i>Project Location:</i>	East Bismarck, between 52nd Street SE and 66th Street SE, along the south side of East Main Avenue/County Highway 10.
<i>Project Size:</i>	6.99 acres, more or less
<i>Applicant Request:</i>	Plat and rezone property for future event venue
<i>PZC Recommendation</i>	Approve with conditions
<i>Staff Recommendation:</i>	Approve with conditions



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	2 parcels	<i>Lots/Blocks:</i>	2 lots in 1 block
<i>Land Use:</i>	Single-family dwelling	<i>Land Use:</i>	Single-family dwelling and event venue
<i>Future Land Use:</i>	Neighborhood Mixed Use (NMU)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	A – Agriculture CG – Commercial (CX-Commercial Mixed-Use)	<i>Zoning:</i>	CG – Commercial
<i>Uses Allowed:</i>	A – Agriculture CG – Commercial, multi-family residential, and offices	<i>Uses Allowed:</i>	CG – General commercial, multi-family residential, and offices
<i>Max Density:</i>	A – 1 unit / 40 acres CG – 42 units / acre	<i>Max Density:</i>	CG – 42 units / acre

(continued)

Area Information**Property History**

<i>Zoning Jurisdiction:</i>	Bismarck City Limits	<i>Zoned:</i>	04/1978 (partial)
<i>Township:</i>	N/A (City of Bismarck)	<i>Platted:</i>	N/A
<i>Neighborhood:</i>	Old Highway 10	<i>Annexed:</i>	11/1980

Project Narrative

Stephanie Sheets and Dennis Berg are requesting approval of a zoning map amendment from the A – Agriculture and CG – Commercial (CX-Commercial Mixed-Use) zoning district to the CG – Commercial zoning district and major subdivision final plat titled Berg Acres Addition.

The proposed plat and zoning map amendment are being requested to facilitate an event facility on Lot 2 of the proposed plat. There is an existing single-family dwelling on Lot 1, which will remain, but may be converted to a bridal suite in the future.

Background

The existing single-family dwelling is considered to be non-conforming, as a single-family dwelling is not permitted within the CG – Commercial zoning district unless it is in conjunction with a commercial use on the same lot. The applicant has indicated their preference to not locate the dwelling on the same lot as the event venue. This means the dwelling will continue to be non-conforming.

This property is located within city limits, municipal water will be extended to the property from East Main Avenue. However, sanitary sewer is not yet available in this location. City staff have determined that a private on-site septic system is acceptable for the event center and existing dwelling until municipal sewer is available.

In 2020, a waterline along the south side of East Main Avenue to provide redundant water supply to the City of Lincoln was installed. An agreement

between the City of Bismarck and the City of Lincoln anticipated transfer of ownership of the water line in this location to the City of Bismarck. The City of Lincoln and City of Bismarck have both signed this agreement.

The applicant has indicated that they intend to develop this property in the near future. In order for this to occur, municipal water will need to be provided to this property prior to development. This is a standard requirement for properties within city limits.

South Central Regional Water District currently supplies rural water to the existing dwelling. Once municipal water is extended to the site, rural water service must be disconnected, and the dwelling must be connected to the municipal water line.

During the initial staff review of the proposed plat, it was determined that a roadway along the western side of the property, extending to the south would be required to provide a corridor for the extension of municipal services and roadway network to the properties to the south for future urban growth.

The proposed plat includes a 45-foot-wide right-of-way, roughly half of the required 80-feet of right-of-way generally required for the type of roadway anticipated. It is expected that the adjacent property owner to the west would dedicate the remainder of the right-of-way when they choose to redevelop their property. The City of Bismarck and the applicant are working to finalize a development agreement that addresses timing of future improvements to 62nd

(continued)

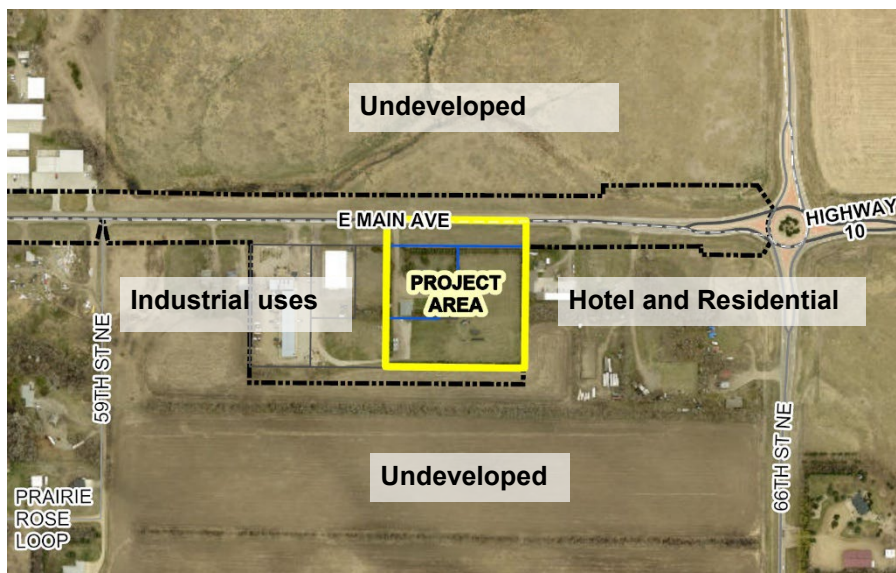
Street SE along the property's western boundary and the interim use of a private septic system until public sanitary sewer service becomes available.

This agreement must be approved by the City Commission prior to recordation of the plat.

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 Neighborhood Mixed Use (NMU) in the Future Land Use Plan. The NMU areas are the social and commercial gathering spaces for the immediate surrounding residential areas. Goals and objectives of this plan as they relate to this request are referenced in review standards below.

The project area is adjacent to undeveloped land to the north across East Main Avenue/County Highway 10, a hotel and residential uses to the east, undeveloped land to the south, and industrial uses to the west.

Public Engagement

Planning and Zoning Commission

The Planning and Zoning Commission considered the preliminary plat and zoning map amendment request on April 22, 2026, and called for a public hearing on this request.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on June 11 and June 18, and 22 postcards were mailed to the owners of nearby properties on June 12, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on June 8, 2026.

The Planning and Zoning Commission held a public hearing on this request on June 24, 2026. No members of the public spoke during the hearing, and no written comments were received.

City Commission

A public noticed 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.

(continued)

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

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 Neighborhood Mixed Use (NMU) 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 for the development of commercial uses; in particular, a wedding venue on Lot 2 of the proposed plat. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties. Portions of the property are already zoned CG – Commercial (CX-Commercial Mixed-Use).

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 CG – Commercial was established in 1978, and the current zoning district of A – Agriculture 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 land use identifies this area and the surrounding area for residential and commercial uses.

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.
- 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](#))

(continued)

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.

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, with completion of additional conditions prior to final recordation of the proposed subdivision.

The Planning and Zoning Commission tentatively approved the preliminary plat with the understanding that the waterline in East Main Avenue must extend to the event center and ownership transferred to the City of Bismarck prior to final plat approval by the City Commission. The City of Lincoln and City of Bismarck have finalized this agreement, and this condition is no longer needed. However, a development agreement identifying future improvements to 62nd Street SE along the property's western boundary and the interim use of a private septic system until public

sanitary sewer service becomes available must be approved by the City Commission and signed by both parties prior to recordation of the 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 that extended into and through the plat.

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 held for this request, and all requirements for notice of that hearing were met, as documented in this report above.

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. East Main Avenue is included in the proposed plat and is an existing arterial roadway. The proposed plat also includes 45-feet of right-of-way for a future local roadway, 62nd Street SE, which will provide a roadway connection and utility corridor for the extension of

(continued)

municipal utilities for future development of the properties to the south. 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. The corridors identified in the Active Mobility Plan are incorporated into rights-of-way or easements within the proposed subdivision. A future shared use trail could be incorporated into the right-of-way for East Main Avenue. 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 preliminary 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 at this time. A traffic impact study may be required during site plan review of the event venue.

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 has 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. There is a plan to manage any stormwater runoff generated by this subdivision. 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

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, with the understanding that the proposed subdivision will be served with municipal water prior

(continued)

to future development. South Central Regional Water District currently supplies rural water to the existing dwelling. Once municipal water is extended to the site from East Main Avenue, rural water service must be disconnected, and the dwelling must be connected to the municipal water line.

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. 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.

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. Staff held a meeting with the applicant to discuss the request prior to submittal of a formal application. A complete application for the final plat was submitted to the Planning Department, 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 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.

Recommendation

Planning and Zoning Commission

Based on the above findings, staff recommends approval of the zoning map amendment from the A – Agriculture and CG – Commercial (CX – Commercial Mixed-Use) zoning districts to the CG – Commercial zoning district and the major subdivision final plat for Berg Acres Addition, with the following condition:

1. A development agreement identifying future improvements to 62nd Street SE along the property's western boundary and the interim use of a private septic system until public sanitary sewer service becomes available is approved by the City Commission prior to recordation of the plat.

Planning Staff

Based on the above findings, staff recommends approval of the zoning map amendment from the A – Agriculture and CG – Commercial (CX – Commercial Mixed-Use) zoning districts to the CG – Commercial zoning district and the major subdivision final plat for Berg Acres Addition, with the following condition:

1. A development agreement identifying future improvements to 62nd Street SE along the property's western boundary and the interim use of a private septic system until public sanitary sewer service becomes available is approved by the City Commission prior to recordation of the plat.

Attachments

1. Draft Zoning Ordinance
2. Zoning and Plan Reference Map
3. Proposed Zoning Map

(continued)

-
4. Final Plat
 5. Preliminary Plat

6. Development Agreement

Staff report prepared by: Jenny Wollmuth, AICP, CFM, Senior Planner
701-355-1845 | jwollmuth@bismarcknd.gov

**CITY OF BISMARCK
ORDINANCE NO. 6676**

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

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

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

Section 1. Amendment. Section 14-02-02 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 and CG - Commercial zoning districts and included in the CG – Commercial zoning district:

Lot 1 and Lot 2, Block 1, Berg Acres Addition

Section 2. Amendment. Section 14-03-02 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 and CX – Commercial Mixed-Use zoning districts and included in the CG – Commercial General zoning district:

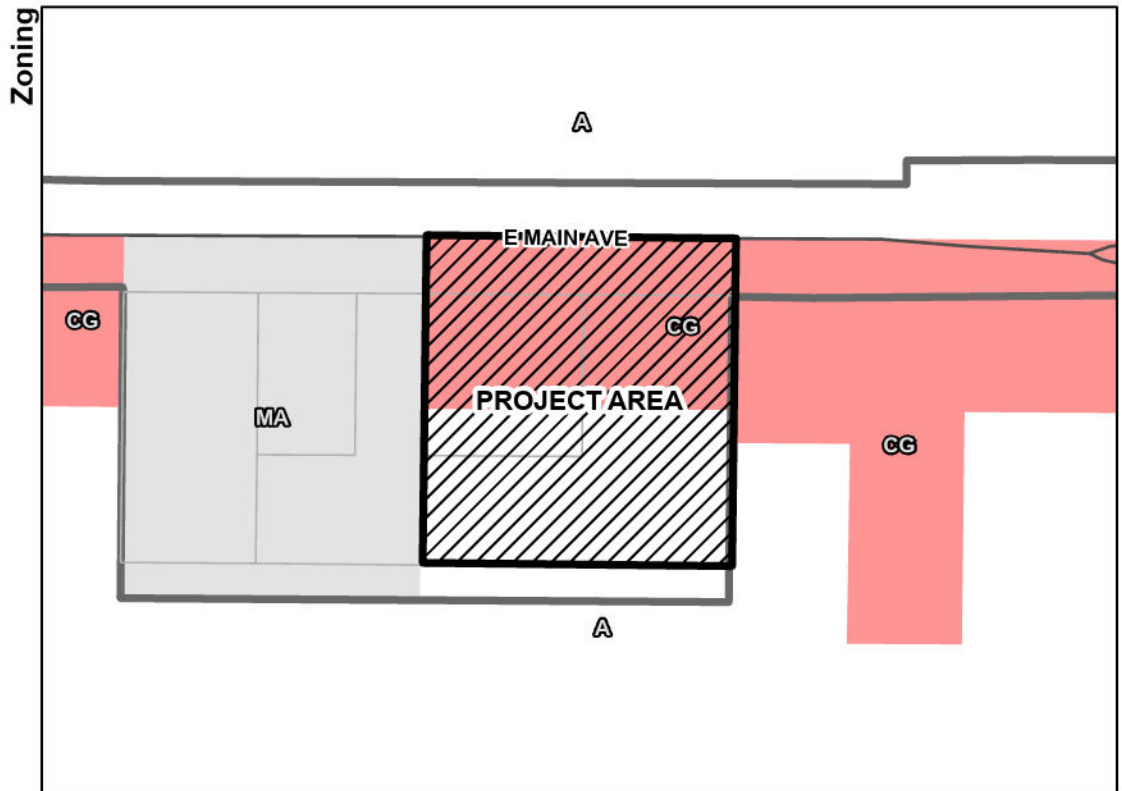
Lot 1 and Lot 2, Block 1, Berg Acres Addition

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.

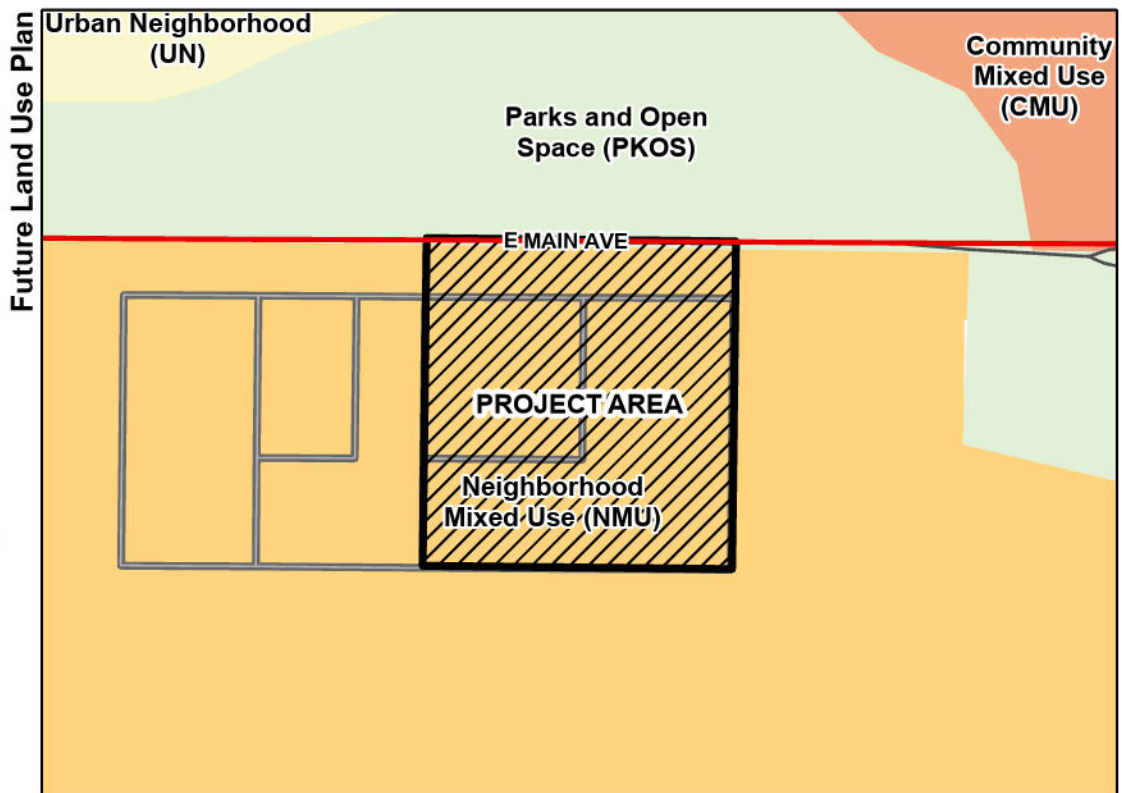
Zoning Districts

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
URA/URB	Urban Reserve Mid/Long-Term



- 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



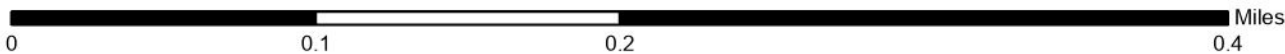
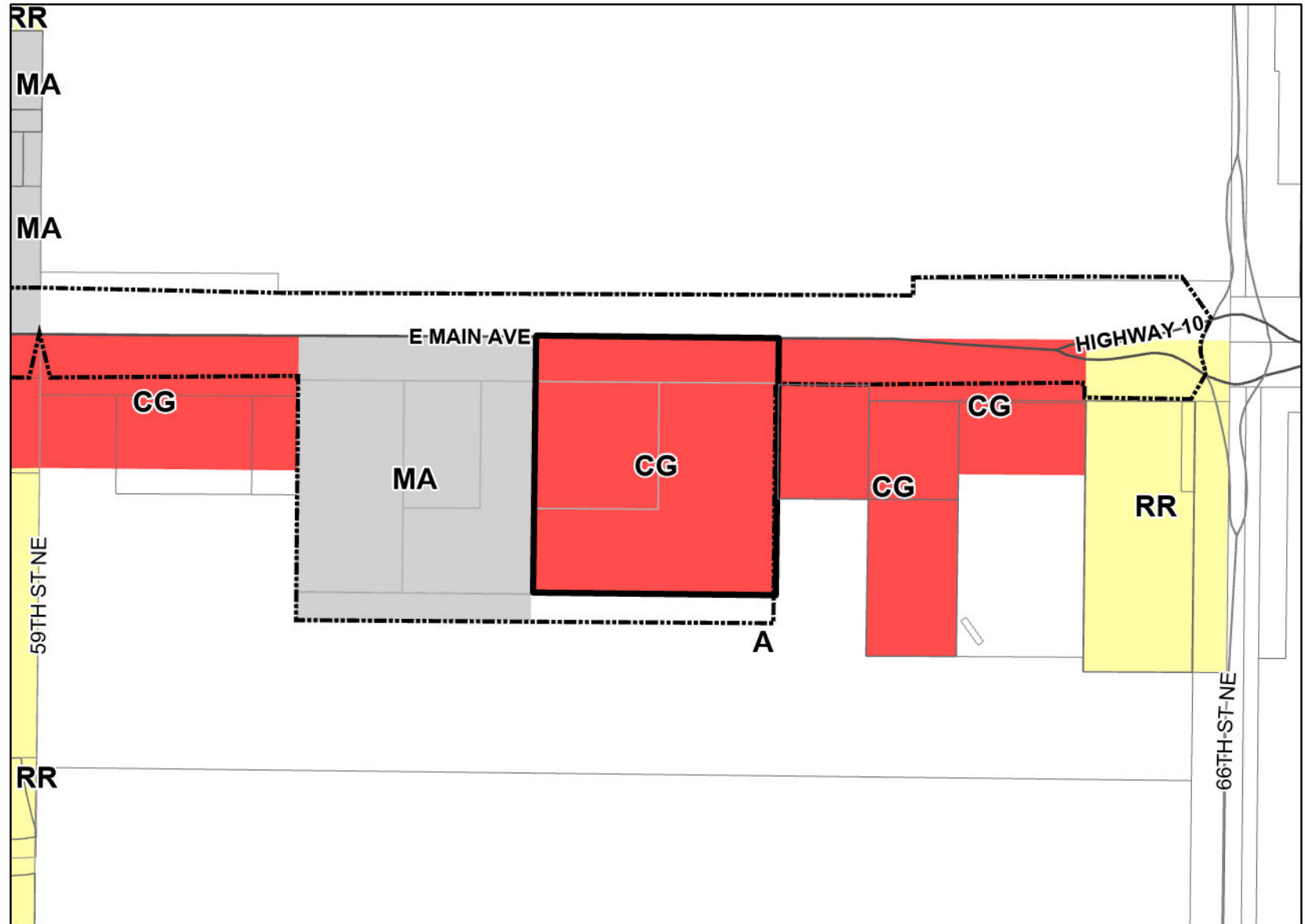
City of Bismarck
Planning Department
July 7, 2026

Proposed New Zoning Map

-  Project Area
-  City Limits
-  Plan Overlay District
-  Project Area Single Zoning

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



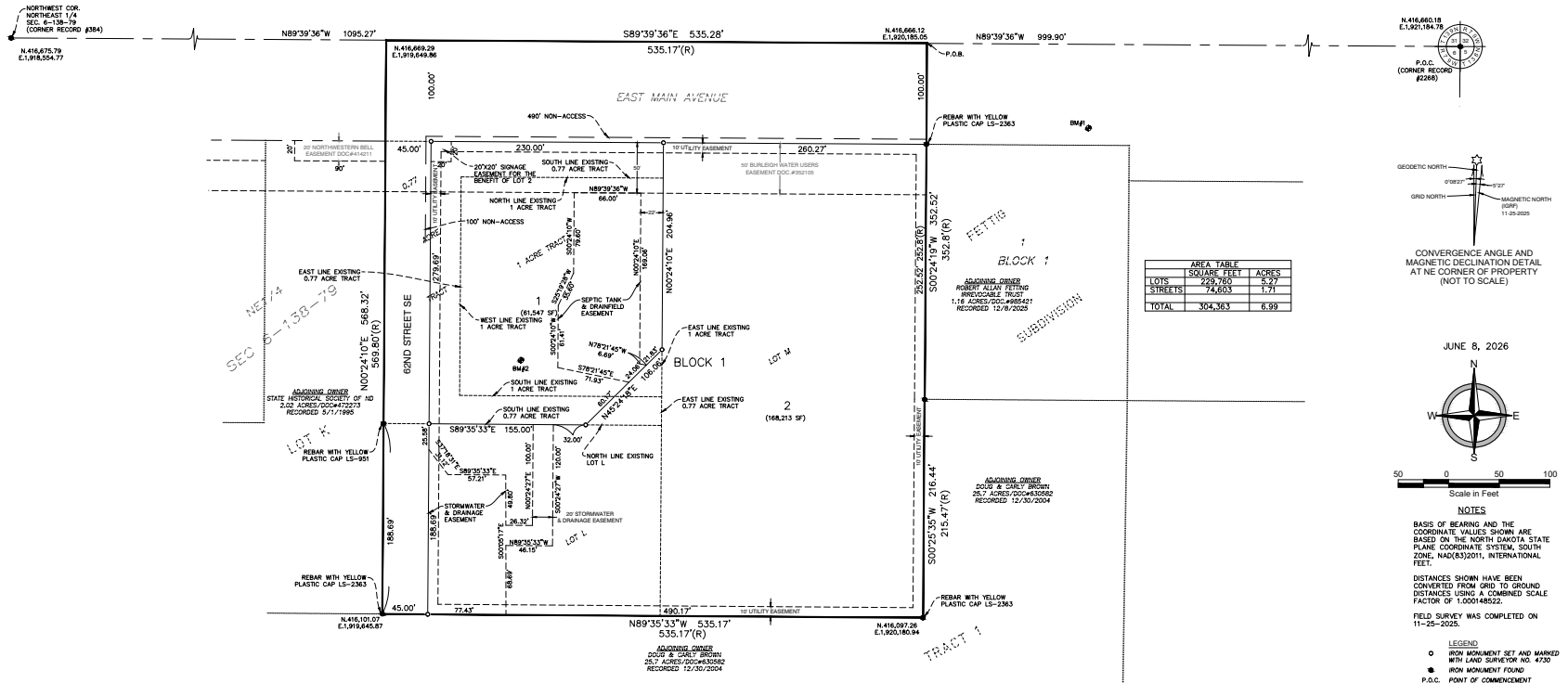
This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated hereon.



City of Bismarck
Planning Department
July 7, 2026

PLAT OF
BERG ACRES ADDITION

TO THE CITY OF BISMARCK, BEING ALL OF LOT L, LOT M, A ONE (1) ACRE TRACT, A 0.77 ACRE TRACT AS DESCRIBED IN RECORD DEED FILED AS DOCUMENT NO. 965649 ON MAY 6, 2024 WITH THE BURLEIGH COUNTY RECORDER'S OFFICE AND THE SOUTH HALF OF EAST MAIN AVENUE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST, BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION

ALL OF LOT L, LOT M, A ONE (1) ACRE TRACT, A 0.77 ACRE TRACT AS DESCRIBED IN RECORD DEED FILED AS DOCUMENT NO. 965649 ON MAY 6, 2024 WITH THE BURLEIGH COUNTY RECORDER'S OFFICE AND THE SOUTH HALF OF EAST MAIN AVENUE, ALL LOCATED IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 36 SECONDS WEST ON THE NORTH LINE OF SAID SECTION 6 FOR A DISTANCE OF 999.90 FEET TO NORTHWEST CORNER OF FETTING SUBDIVISION OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 24 MINUTES 18 SECONDS WEST ON THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 353.33 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 90 DEGREES 25 MINUTES 35 SECONDS WEST ON THE EAST LINE OF SAID LOT M FOR A DISTANCE OF 216.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT M; THENCE NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST ON THE SOUTH LINE OF SAID LOT M AND THE SOUTH LINE OF SAID LOT L FOR A DISTANCE OF 58.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT L; THENCE NORTH 89 DEGREES 35 MINUTES 33 SECONDS EAST ON THE WEST LINE OF SAID LOT L AND THE EAST LINE OF LOT K OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 588.32 FEET TO THE NORTH LINE OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS EAST ON SAID NORTH LINE FOR A DISTANCE OF 353.28 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 304.363 SQUARE FEET OR 6.99 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD, IF ANY.

SURVEYORS CERTIFICATE

I, JAMES ALBER, HEREBY CERTIFY THAT 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.

JAMES ALBER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4730



DATE

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

THE SUBDIVISION OF THE 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.

RICHARD L. SCHWARTZ - CHAIR

ATTEST: DANIEL NAUM - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS APPROVED THE GROUNDS AS SHOWN ON THIS PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS ACCEPTED THE 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__.

RICHARD L. SCHWARTZ - PRESIDENT

ATTEST: JASON TOMANER - CITY ADMINISTRATOR

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

APPROVAL OF CITY ENGINEER

GABRIEL I. SCHELL
CITY ENGINEER

OWNER'S CERTIFICATE AND DEDICATION

WE, DENNIS A. BERG AND STEPHANIE SHEETS, 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 BERG ACRES ADDITION, AND DEDICATE ALL RIGHTS OF WAY 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, COMMUNICATIONS 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 "STORMWATER & DRAINAGE 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 ALL LANDOWNING PARTIES ALL PRIVATE EASEMENTS AS SHOWN ON THIS PLAT AS "PRIVATE SEPTIC TANK AND DRAINFIELD EASEMENT" TO RUN WITH THE LAND FOR USE BY ALL LAND-OWNING PARTIES, THEIR TENANTS, VISITORS AND LICENSEES TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR SANITARY SEWER FACILITIES UNDER OR UPON THOSE AREAS DESIGNATED AS SUCH.

DENNIS A. BERG, LIFE ESTATE

STEPHANIE SHEETS, REMAINDERMAN

STATE OF NORTH DAKOTA)

355

COUNTY OF BURLEIGH)

ON THIS ____ DAY OF ____, 20__, BEFORE ME PERSONALLY APPEARED STEPHANIE SHEETS, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND THAT SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA

STATE OF NORTH DAKOTA)

355

COUNTY OF BURLEIGH)

ON THIS ____ DAY OF ____, 20__, BEFORE ME PERSONALLY APPEARED DENNIS A. BERG, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND THAT HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA

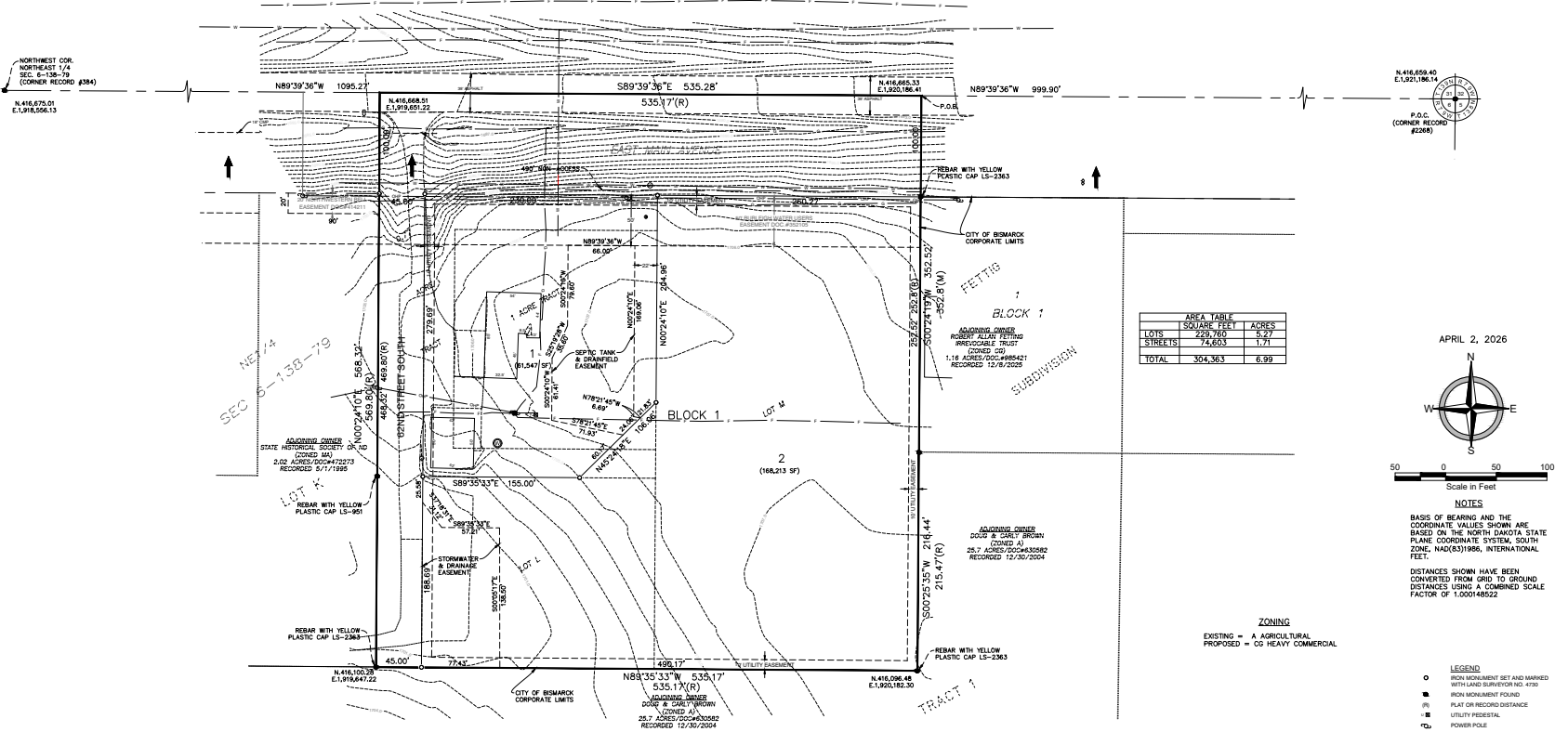
OWNER
DENNIS A. BERG
6301 E MAIN AVE
BISMARCK, ND 58501
701-450-1449

SURVEYOR
JIM ALBER
4501 GOLDMAN STREET
BISMARCK, ND 58501
701-663-0718



PRELIMINARY PLAT OF
BERG ACRES ADDITION

TO THE CITY OF BISMARCK, BEING ALL OF LOT L, LOT M, A ONE (1) ACRE TRACT AND A
0.77 ACRE TRACT AS DESCRIBED IN RECORD DEED FILED AS DOCUMENT NO. 965649 ON
MAY 6, 2024 WITH THE BURLEIGH COUNTY RECORDER'S OFFICE,
LOCATED IN THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST,
BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 138 NORTH, RANGE 79 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

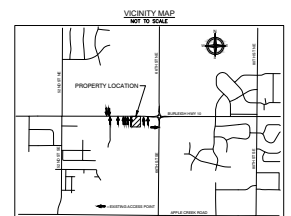
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 36 SECONDS WEST ON THE NORTH LINE OF SAID SECTION 6 FOR A DISTANCE OF 999.90 FEET TO NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 24 MINUTES 55 SECONDS WEST ON THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 352.32 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 216.44 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 535.17 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 352.32 FEET TO THE NORTH LINE OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 39 MINUTES 36 SECONDS EAST ON SAID NORTH LINE FOR A DISTANCE OF 335.28 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 304,363 SQUARE FEET OR 6.99 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

OWNER DENNIS BERG
6041 E MAIN AVE
BISMARCK ND, 58501

OWNER STEPHANIE SHEETS
6425 EDGERLY LANE
LINCOLN ND, 58504

SURVEYOR JIM ALBERT
4503 COLEMAN STREET
BISMARCK, ND, 58501



DEVELOPMENT AGREEMENT BERG ACRES ADDITION

The City of Bismarck (the "**City**"), a municipal corporation, whose post office address is PO Box 5503, Bismarck, ND 58506-5503, and Dennis A. Berg ('Life Tenant') and Stephanie Sheets ('Remainderman'), their successors and assigns (the "**Developer**"), make the following Agreement ("**Agreement**") with regard to public and private infrastructure improvements on public right-of-way adjacent to lands owned by the **Developer** ("**Developer's Property**"), as depicted in Exhibit "A" (Final Plat) attached hereto and incorporated herein by reference, such lands being in and adjacent to land being platted as Berg Acres Addition, located in Section 6, Apple Creek Township, Burleigh County, North Dakota (T138N-R79W).

The **Developer** desires to develop the land known as Berg Acres Addition. This agreement applies to Lots 1 and 2, Block 1, Berg Acres. In exchange for the mutual performance of the parties under this Agreement, the parties hereby agree to the following terms, conditions and obligations:

1. 62nd Street SE
 - a) As depicted in the plat, the **Developer** shall dedicate a 45' right of way for 62nd Street SE from E Main Avenue to the southern boundary of the plat. The **Developer** dedicates said right of way at the request of the **City** without compensation.
 - b) The **Developer** will not be required to construct municipal water, sanitary sewer, or street improvements within the 62nd Street SE right of way as a condition of the **City** issuing excavation permits, approach permits, building permits, or a certificate of occupancy.
 - c) The **Developer** is permitted to improve the 62nd Street SE right of way to serve as a private driveway to access Lots 1 and 2, Block 1, Berg Acres Addition, upon approval of a site plan for the property and the issuance of an approach permit for any work within E Main Avenue right of way. The City shall not maintain improvements constructed by the Developer within 62nd Street SE right of way, and no permit is required for said improvements.
 - d) Stormwater from the **Developer's Property** is permitted to drain to the 62nd Street SE right of way and will be accommodated in the future 62nd Street SE public improvement.
 - e) The **City** will not initiate the construction of a public street and/or municipal infrastructure within the 62nd Street SE right of way until the adjoining property south of the **Developer's Property** is platted and annexed into the **City**.

- f) The parties agree to negotiate in good faith to produce a 62nd Street SE right of way public improvement that provides benefit to the adjoining property to the south and the public while minimizing negative impacts to Berg Acres Addition. The City will grant access to the **Developer's Property**, Lots 1 and 2, Block 1, Berg Acres Addition, via 62nd Street SE. Addresses for the **Developer's Property** will be assigned to both Main Avenue and 62nd Street SE with the **Developer** allowed to choose which address to use.

2. Municipal Services

- a) The parties recognize the **City** does not have a sanitary sewer available to the premises. The **Developer** is permitted to utilize a septic tank and drainfield upon approval of a site plan for the property and any other regulatory approvals as necessary until such time as a public sanitary sewer is available. Septic systems must comply with all state and local health regulations.
- b) The **Developer** is permitted but not required to connect to the future 62nd Street SE watermain, once available, or can maintain its planned connection to the E Main Avenue watermain.

3. Vacation of Right of Way

- a) The **City** would support the vacation of the 62nd Street SE right of way within Berg Acres Addition and an amendment to this development agreement if an 80' right of way corridor, approved by the City, is obtained from the adjoining owner to the west outside of the Berg Acres Addition boundary.

4. Termination

- a) This Agreement terminates on December 31, 2029 unless a Building Permit has been issued for Lot 2, Block 1, in which case the Agreement remains in effect until all obligations herein are satisfied.

5. General Terms

- a) Unless otherwise modified by this Agreement, all City development policies regarding public improvements and private infrastructure must be followed.
- b) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective transferees, successors, and assigns.

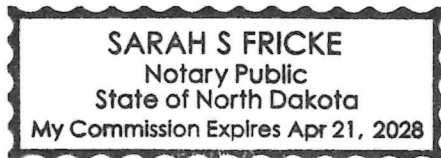
Dated this 5 day of June, 2026

Dennis A Berg
Developer, Dennis A. Berg, Life Tenant

STATE OF North Dakota)
) ss.
COUNTY OF Burleigh)

On this 5th day of June, 2026, before me personally
appeared Dennis A. Berg, known to me to be the person who is described
in and who executed the within and foregoing instrument, and acknowledged to me that
they executed the same.

(SEAL)



[Signature]
Notary Public
State of North Dakota

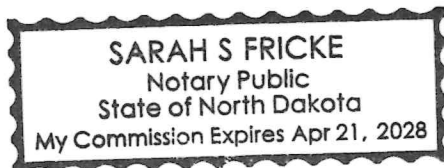
Dated this 5 day of June, 2026

Stephanie Sheets
Developer, Stephanie Sheets, Remainderman

STATE OF North Dakota)
) ss.
COUNTY OF Burleigh)

On this 5th day of June, 2026, before me personally
appeared Stephanie Sheets, known to me to be the person who is described
in and who executed the within and foregoing instrument, and acknowledged to me that
they executed the same.

(SEAL)



[Signature]
Notary Public
State of North Dakota

Dated this ____ day of _____, 20____.

City of Bismarck

Attest: _____

Michael T Schmitz, President,
Board of City Commissioners

Jason Tomanek
City Administrator

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

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

(SEAL)

Notary Public
State of North Dakota



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6677

REQUEST:

Introduction of and call for a public hearing on Ordinance 6677, a zoning map amendment from the A – Agricultural and RT – Residential zoning districts to the RT – Residential zoning district, and major subdivision final plat titled DCN Addition, which 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.

DCN, LLC is requesting approval of a zoning map amendment from the A – Agriculture and RT – Residential (OX-Office Mixed-Use) zoning district to the RT – Residential (OX-Office Mixed-Use) zoning district and a major subdivision final plat titled DCN Addition.

The project is located in north-central Bismarck, north of East Calgary Avenue, between North Washington Street and State Street, in the southwest quadrant of the intersection of Coleman Street and 43rd Avenue NE.

The Planning and Zoning Commission held a public hearing on this request on June 24, 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 6677, a zoning map amendment from the A – Agricultural and RT – Residential zoning districts to the RT – Residential zoning district, and major subdivision final plat titled DCN 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

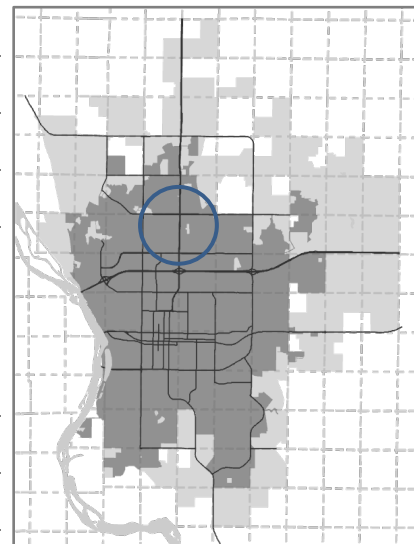
STAFF REPORT

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

Project ID: **FPLT2026-006**
ZC2026-006

Project Summary

<i>Title:</i>	DCN Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	DCN, LLC
<i>Project Contact:</i>	Brad Krogstad, PE, KLJ Engineering
<i>Project Location:</i>	North-central Bismarck, north of East Calgary Avenue, between North Washington Street and State Street, in the southwest quadrant of the intersection of Coleman Street and 43rd Avenue NE
<i>Project Size:</i>	12.25 acres
<i>Applicant Request:</i>	Plat and zone property for future development
<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	<i>Lots/Blocks:</i>	1 lot in 1 block
<i>Land Use:</i>	DCN Office/campus	<i>Land Use:</i>	No change
<i>Future Land Use:</i>	Neighborhood Mixed Use (NMU)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	A – Agriculture RT – Residential	<i>Zoning:</i>	RT – Residential (OX – Office Mixed Use)
<i>Uses Allowed:</i>	A – Agriculture RT – Offices and multi-family residential	<i>Uses Allowed:</i>	RT – Offices and multi-family residential
<i>Max Density:</i>	A – 1 unit / 40 acres RT – 30 units / acre	<i>Max Density:</i>	RT – 30 units / acre

(continued)

Area Information

Zoning Jurisdiction: Bismarck City Limits
Township: N/A (City of Bismarck)
Neighborhood: North Hills

Property History

Zoned: North Hill 16th Addition (11/2009)
Platted: North Hills 16th Addition (11/2009)
Annexed: North Hills 16th Addition (07/2007)
 Part of Section 21 (09/2015)

Project Narrative

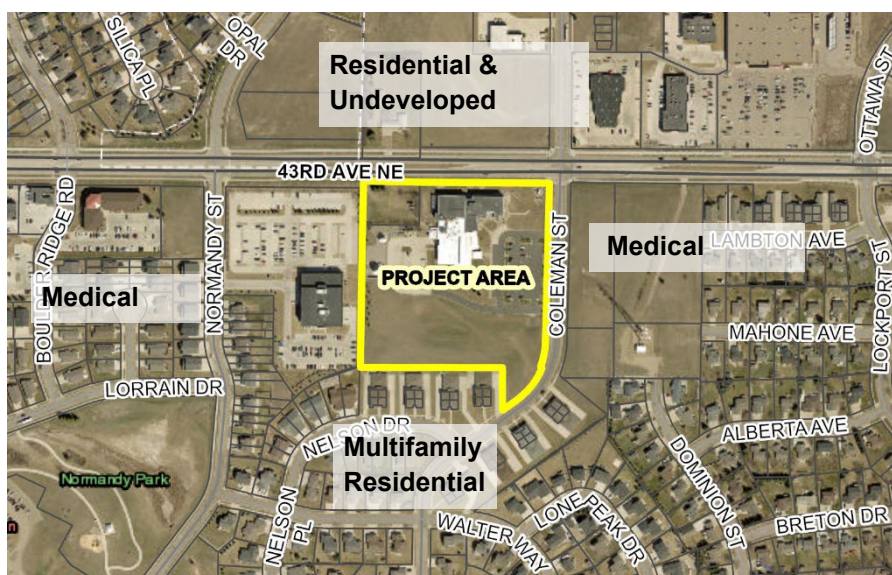
DCN, LLC is requesting approval of a zoning map amendment from the A – Agriculture and RT – Residential (OX-Office Mixed-Use) zoning district to the RT – Residential (OX-Office Mixed-Use) zoning district and a major subdivision final plat titled DCN Addition.

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 districts 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, including current zoning, the Future Land Use Plan, Major Street Plan, and Active Mobility Plan.



The property has been identified as Neighborhood Mixed Use (NMU) in the Future Land Use Plan. The NMU areas are the social and commercial gathering spaces for the immediate surrounding residential areas. Goals and objectives of this plan as they relate to this request are referenced in review standards below.

Adjacent land uses include an existing single-family dwelling and undeveloped land to the north across

43rd Avenue NE, developing medical uses to the east across Coleman Street, multifamily residential to the south, and medical uses to the west.

Public Engagement

Planning and Zoning Commission

The Planning and Zoning Commission considered the preliminary plat and zoning map amendment

(continued)

request on April 22, 2026, and called for a public hearing.

The public has been duly notified of this request. A notice was published in the Bismarck Tribune on June 11 and June 18, and 71 postcards were mailed to the owners of nearby properties on June 12, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on June 8, 2026.

The Planning and Zoning Commission held a public hearing on this request on June 24, 2026. Staff received one phone inquiry asking about roundabouts in the area and one in-person inquiry asking about the project, noting they were neither for nor against 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 Neighborhood Mixed Use (NMU) 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 for the expansion and continued operations for DCN, LLC. 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 – Agriculture is the default zoning district for land that has not yet been zoned. Conditions have changed. In particular, DCN LLC has acquired the A – Agriculture zoned parcel, demolished the single-family dwelling and accessory buildings, and intends to expand their current use into this parcel. The remainder of the property is currently zoned RT – Residential.

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](#))

(continued)

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

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

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.

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.

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.

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. 43rd Avenue NE is included in the proposed plat and is an existing arterial roadway. A plan reference map is attached to this staff report.

(continued)

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 preliminary 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)

Yes. Subdivision design requirements, such as maximum block length, intended to promote street connectivity has 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.

The proposed plat includes two existing access points. The main access is from Coleman Street to the east, and a second access is from 43rd Avenue NE. These access points will remain and are noted on the plat.

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. A post-construction stormwater management permit (PCSMP) was conditionally approved by the City Engineer on March 27, 2026.

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

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.

(continued)

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 and redevelopment 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.

The vacant lot has a utility capital charge vesting for a 2-inch water meter. This vesting will need to be put into use within one year of plat recordation.

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. Staff held a meeting with the applicant to discuss the request prior to submittal of a formal application. A complete application for the final plat was submitted to the Planning Department, 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 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 zoning map amendment from the A – Agriculture and RT – Residential zoning district to the RT – Residential zoning district (and the OX-Office Mixed-Use Zoning District) and approval of the major subdivision final plat titled DCN Addition.

Planning Staff

Based on the above findings, staff recommended approval of the zoning map amendment from the A – Agriculture and RT – Residential zoning district to the RT – Residential zoning district (and the OX-Office Mixed-Use Zoning District) and approval of the major subdivision final plat titled DCN Addition.

Attachments

1. Draft Zoning Ordinance
2. Zoning and Plan Reference Map
3. Zoning Proposed Map
4. Final Plat
5. Preliminary Plat

Staff report prepared by: Jenny Wollmuth, AICP, CFM, Senior Planner
701-355-1845 | jwollmuth@bismarcknd.gov

**CITY OF BISMARCK
ORDINANCE NO. 6677**

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

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

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

Section 1. 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 and RT – Residential zoning district and included in the RT – Residential zoning district:

Lot 1, Block 1, DCN Addition

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

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

Zoning Districts

A	Agriculture
RR	Rural
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

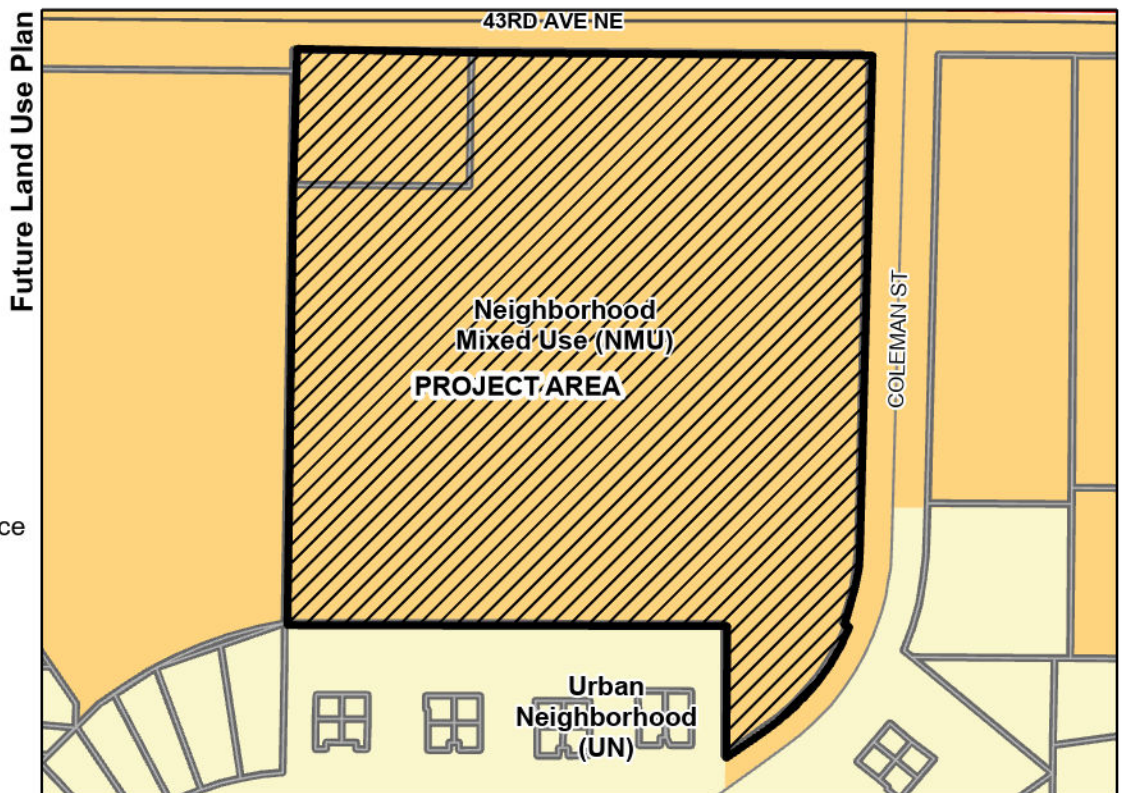
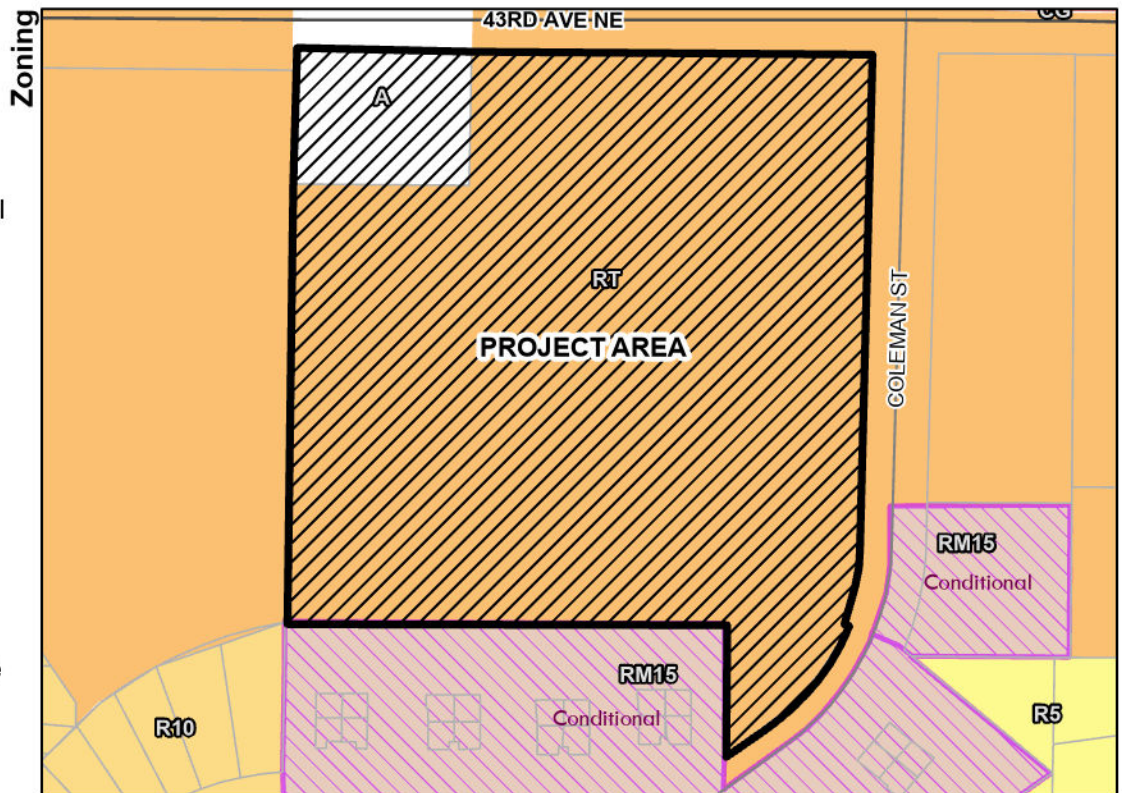
UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Transitional Rural
PKOS	Parks/Open Space
URA/URB	Urban Reserve Mid/Long-Term

Active Mobility Plan

— Future Shared Trail

Major Street Plan

- Existing Arterial
- Future Arterial
- Existing Collector
- Future Collector
- Existing Interstate
- Future Interstate
- City Limits

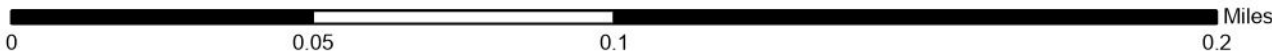
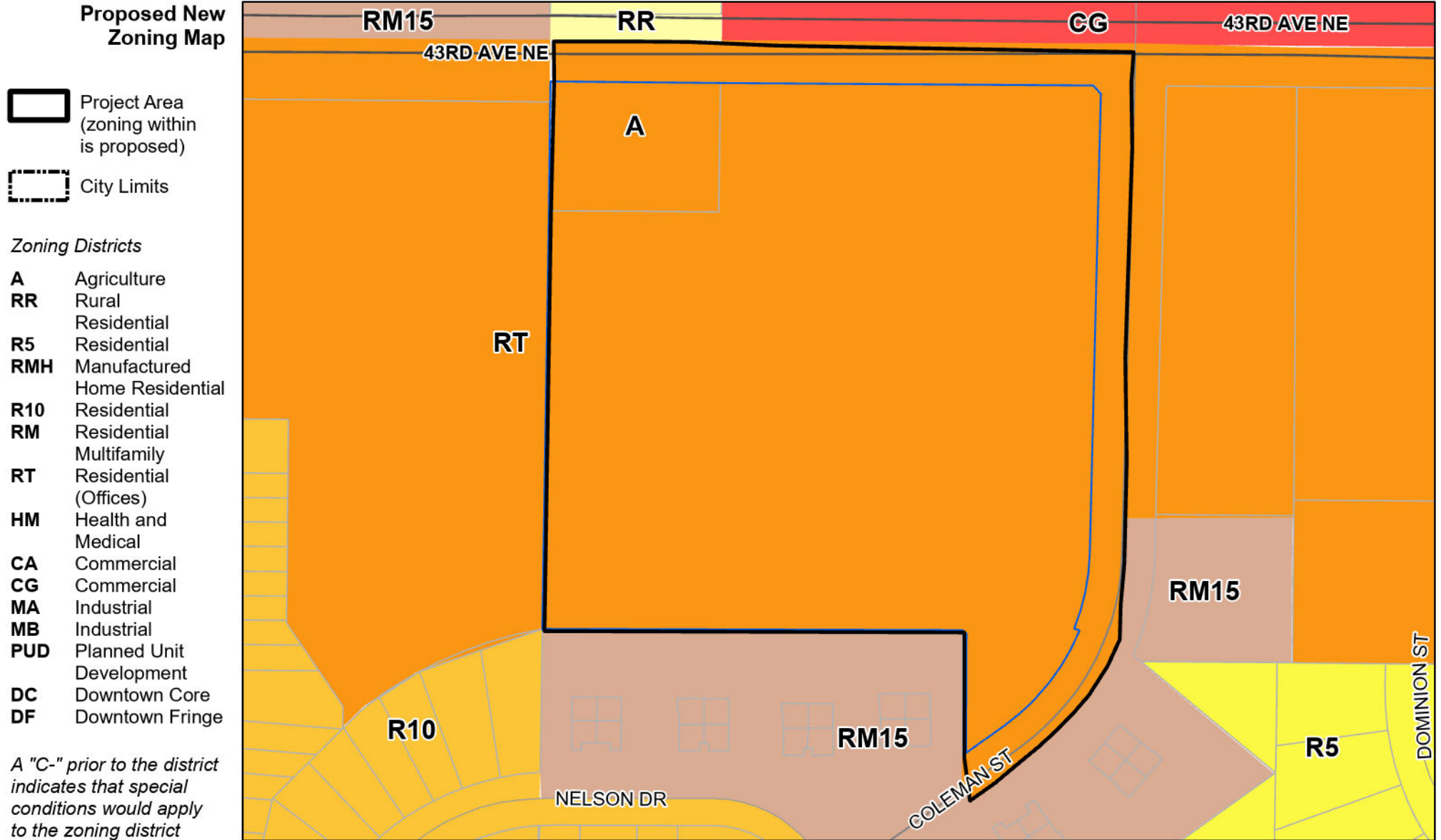


This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated herein.

0 165 330 660 Feet



City of Bismarck
Planning Department
April 14, 2026



*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
April 14, 2026

PRELIMINARY PLAT

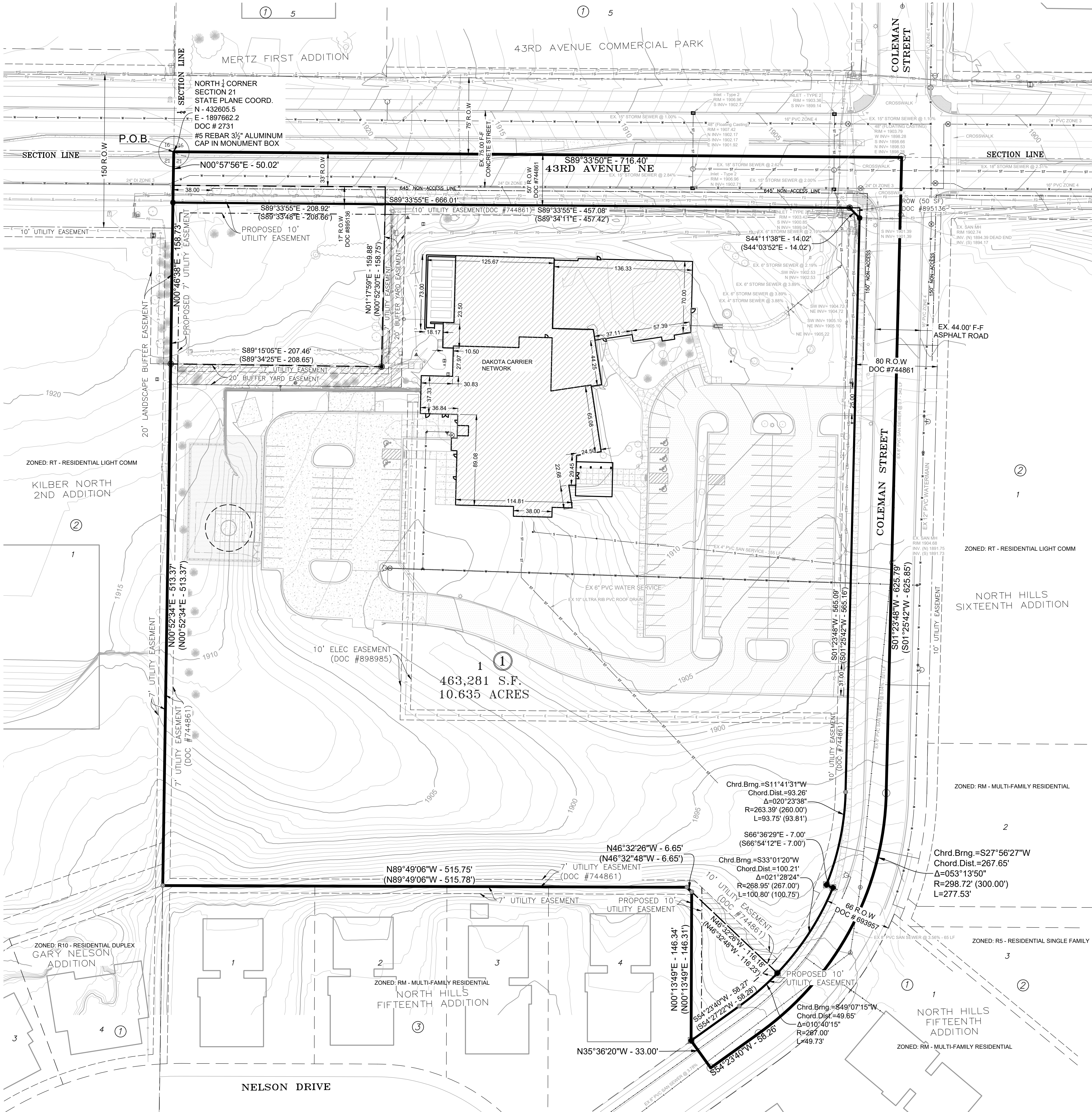
DCN FIRST ADDITION

SURVEYOR:
KLJ ENGINEERING LLC
400 EAST BROADWAY AVE, SUITE 600
BISMARCK, NORTH DAKOTA 58501

OWNER:
DAKOTA CARRIER NETWORK
4202 COLEMAN STREET
BISMARCK, ND 58503

PART OF LOT 1, BLOCK 1, AND LOT 4B OF LOT 4, BLOCK 3, NORTH HILLS SIXTEENTH ADDITION AND UNPLATTED PART OF THE
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21 AND SOUTH HALF OF THE 43RD AVENUE NE RIGHT-OF-WAY, WEST
HALF OF COLEMAN STREET RIGHT-OF-WAY, TOWNSHIP 139 NORTH, RANGE 80 WEST, FIFTH PRINCIPAL MERIDIAN

CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



NE CORNER SECTION 21
STATE PLANE COORD.
N - 432585.6
E - 1900291.6
DOC # 0964
#5 REBAR WITH ALUMINUM CAP
STAMPED "ND DOT" LS 1971



ZONING:

LOT 1, BLOCK 1, NORTH HILLS 16TH ADDITION
EXISTING: RT - RESIDENTIAL LIGHT COMM
PROPOSED: RT - RESIDENTIAL LIGHT COMM
CITY LANDS 139-80, BLOCK 21
EXISTING: A - AGRICULTURAL
PROPOSED: RT - RESIDENTIAL LIGHT COMM

NOTES:

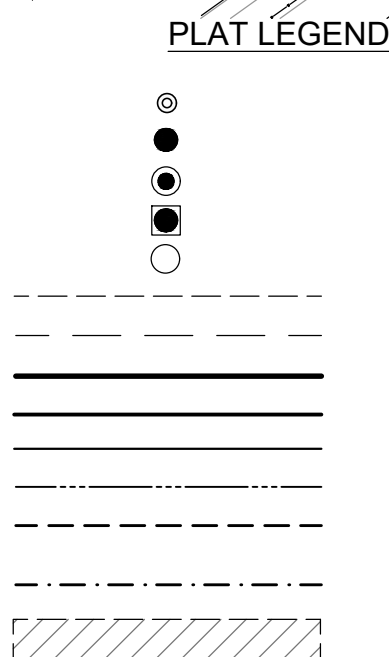
- BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS OF
MEASUREMENTS.

PLAT INFORMATION

- NUMBER OF LOTS: 1
- LOT ACREAGE - 10.635 ACRES
- R.O.W. ACREAGE - 1.610 ACRES
- TOTAL ACREAGE - 12.245 ACRES

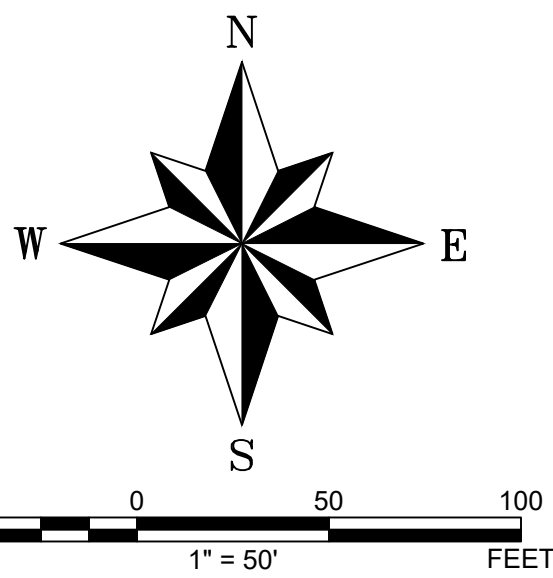
FLOOD PLAIN INFORMATION:

THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN.
FIRM PANEL 38015C0785E, ZONE X
EFFECTIVE DATE: 6/6/2024



1
(S31°11'58\"/>

SET 5/8\"/>
FOUND 5/8\"/>
REBAR AND LS 27331 CAP FOUND
REBAR AND ILLEGIBLE CAP FOUND
CALCULATED POSITION
EXISTING EASEMENT
EXISTING PROPERTY LINE (NOT SURVEYED)
BOUNDARY LINE
RIGHT OF WAY LINE
PROPOSED LOT LINE
NON-ACCESS LINE
EASEMENT LINE
EASEMENT LINE (DEDICATED THIS PLAT)
EASEMENT TO BE VACATED
BLOCK/LOT NUMBERS
RECORD COURSE PER PLAT DOC No. 744861 OR 814310
MEASURED COURSE



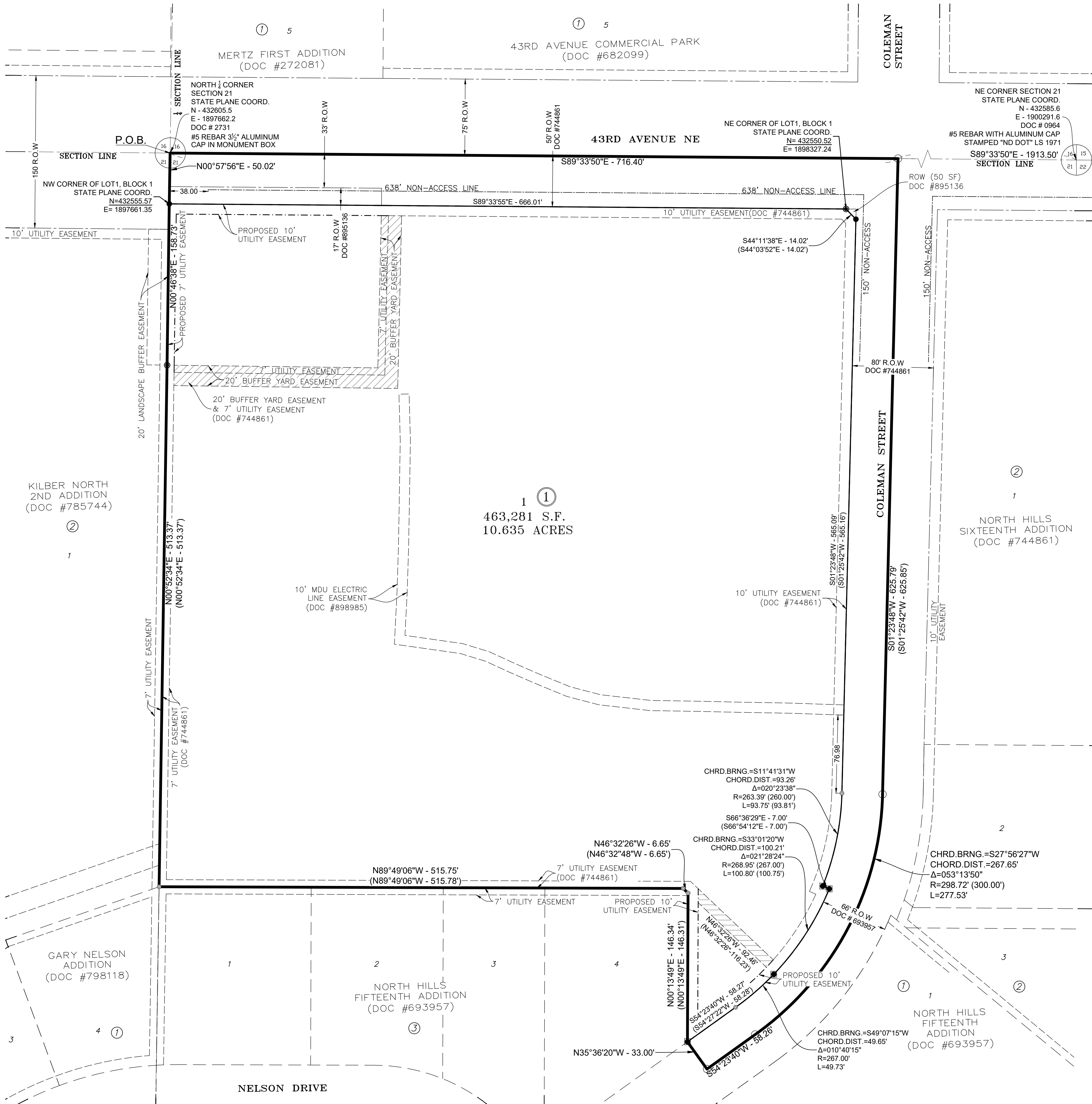
PRELIMINARY PLAT DATE: MARCH 31, 2026
SURVEY DATE: MARCH 13, 2026
HORIZONTAL DATUM - US STATE PLANE NAD 83 (2011)
ND SOUTH ZONE 3302 (BURLEIGH COUNTY GROUND)
UNITS OF MEASURE: INTERNATIONAL FEET
VERTICAL DATUM - NAVD 88

DCN ADDITION

PART OF LOT 1, BLOCK 1, NORTH HILLS SIXTEENTH ADDITION, LOT 4B OF LOT 4, BLOCK 3, NORTH HILLS FIFTEENTH ADDITION, AND THE UNPLATTED PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21 AND SOUTH HALF OF THE 43RD AVENUE NE RIGHT-OF-WAY, WEST HALF OF COLEMAN STREET RIGHT-OF-WAY, TOWNSHIP 139 NORTH, RANGE 80 WEST, FIFTH PRINCIPAL MERIDIAN
CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

SURVEYOR:
KLJ ENGINEERING LLC
400 EAST BROADWAY AVE, SUITE 600
BISMARCK, NORTH DAKOTA 58501

OWNER:
DAKOTA CARRIER NETWORK
4202 COLEMAN STREET
BISMARCK, ND 58503



DURABLE BENCHMARK MONUMENT IS DESCRIBED AS NW PROPERTY CORNER OF DCN FIRST ADDITION, BLOCK 1, LOT. DATA FOR MONUMENT IS SHOWN BELOW.
NORTHING: 432555.57
EASTING: 1897661.35
ELEVATION: 1925.72

DURABLE BENCHMARK MONUMENT IS DESCRIBED AS THE WESTERN MOST NE PROPERTY CORNER OF DCN FIRST ADDITION, BLOCK 1, LOT. DATA FOR MONUMENT IS SHOWN BELOW.
NORTHING: 432550.52
EASTING: 1898327.24
ELEVATION: 1904.63

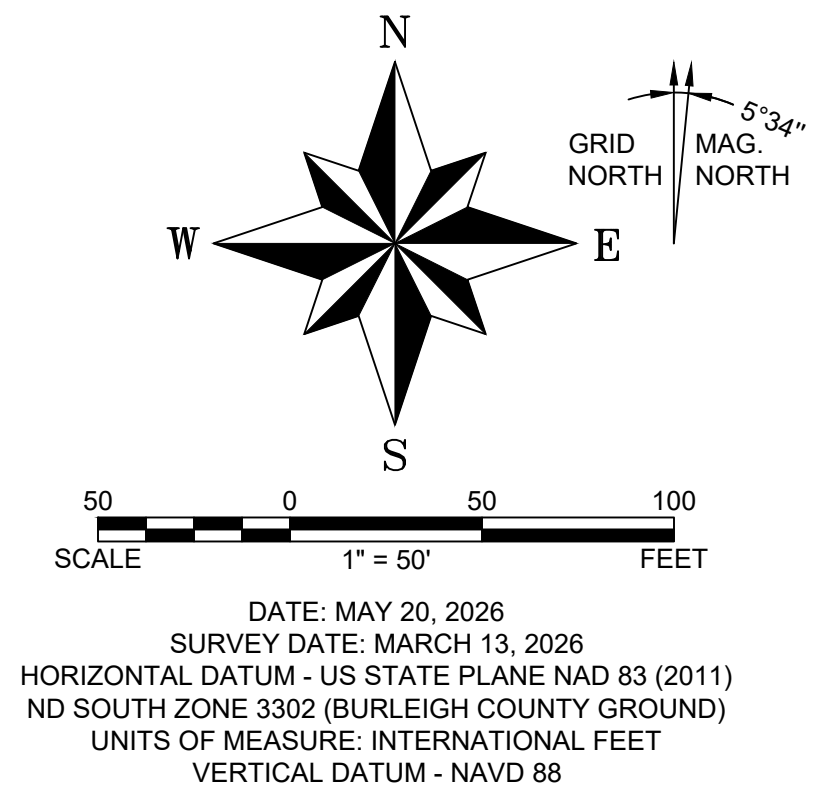
ZONING:
LOT 1, BLOCK 1, NORTH HILLS 16TH ADDITION
EXISTING: RT - RESIDENTIAL LIGHT COMM
PROPOSED: RT - RESIDENTIAL LIGHT COMM
LOT 4B, BLOCK 3, NORTH HILLS 15TH ADDITION
EXISTING: RT - RESIDENTIAL LIGHT COMM
PROPOSED: RT - RESIDENTIAL LIGHT COMM
CITY LANDS 139-80, BLOCK 21
EXISTING: A - AGRICULTURAL
PROPOSED: RT - RESIDENTIAL LIGHT COMM

FLOOD PLAIN INFORMATION:
THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN.
FIRM PANEL 38015C0785E, ZONE X
EFFECTIVE DATE: 6/6/2024

NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
2. PLAT IS SUBJECT TO ALL PRIOR CONVEYANCES AND EASEMENTS OF RECORD.
3. ALL DISTANCES SHOWN ARE MEASURED IN GROUND USING A SCALE FACTOR OF 1.0001485221.
4. THE ACTUAL DIMENSIONS AND LOCATIONS OF THE 10' MDU ELECTRICAL LINE EASEMENT ARE IDENTIFIED WITHIN THE RECORDED DOCUMENT #898985
5. THE ACTUAL DIMENSIONS AND LOCATIONS AT THE 20' BUFFER YARD EASEMENT AND 7' UTILITY EASEMENT ARE IDENTIFIED WITHIN THE RECORDED DOCUMENT #744861

PLAT INFORMATION
- NUMBER OF LOTS: 1
- LOT ACREAGE - 10.635 ACRES
- R.O.W. ACREAGE - 1.610 ACRES
- TOTAL ACREAGE - 12.245 ACRES

PLAT LEGEND
● 1/2" IRON REBAR W/ PLASTIC CAP STAMPED LS-42051
● FOUND 3/4" IRON REBAR
● REBAR AND LS 27331 CAP FOUND
● REBAR AND ILLEGIBLE CAP FOUND
○ CALCULATED POSITION
--- EXISTING EASEMENT
--- EXISTING PROPERTY LINE (NOT SURVEYED)
--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- PROPOSED LOT LINE
--- NON-ACCESS LINE
--- EASEMENT LINE
--- EASEMENT LINE (DEDICATED THIS PLAT)
--- EASEMENT TO BE VACATED
--- BLOCK/LOT NUMBERS
--- RECORD COURSE PER PLAT DOC NO. 744861 OR 814310
--- MEASURED COURSE



DESCRIPTION

PART OF LOT 1, BLOCK 1, NORTH HILLS SIXTEENTH ADDITION, LOT 4B OF LOT 4, BLOCK 3, NORTH HILLS FIFTEENTH ADDITION, AND THE UNPLATTED PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21 AND SOUTH HALF OF THE 43RD AVENUE NE RIGHT-OF-WAY, WEST HALF OF COLEMAN STREET RIGHT-OF-WAY, TOWNSHIP 139 NORTH, RANGE 80 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 21; THENCE S 89°33'50" E ALONG THE NORTH SECTION LINE OF SECTION 21, A DISTANCE OF 716.40 FEET TO THE CENTER LINE OF COLEMAN STREET; THENCE S 01°23'48" W ALONG THE CENTER LINE OF COLEMAN STREET, A DISTANCE OF 625.79 FEET; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT OF SAID CENTER LINE HAVING A RADIUS OF 298.72 FEET, A CENTRAL ANGLE OF 53°13'50", A CURVE LENGTH OF 277.53 FEET, A CHORD OF WHICH BEARS S 27°56'27" W, AND A DISTANCE OF 267.65 FEET; THENCE S 54°23'40" W ON SAID CENTERLINE, A DISTANCE OF 58.25 FEET TO A POINT ALONG THE CENTER LINE OF COLEMAN STREET; THENCE N 35°38'20" W, A DISTANCE OF 33.00 FEET TO A POINT ON COLEMAN STREET RIGHT-OF-WAY; THENCE N 00°13'49" E ALONG THE EAST LINE OF LOT 4, BLOCK 3, NORTH HILLS FIFTEENTH ADDITION, A DISTANCE OF 146.34 FEET TO THE EASTERN MOST POINT OF THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 46°32'26" W ALONG THE NORTHEAST LINE OF SAID LOT 4, A DISTANCE OF 6.65 FEET TO THE WESTERN MOST POINT OF THE NORTHEAST CORNER OF SAID LOT 4; THENCE N 89°49'06" W ALONG THE NORTH LOT LINES OF LOTS 1-4, BLOCK 3, NORTH HILLS FIFTEENTH ADDITION, A DISTANCE OF 515.75 FEET TO THE COMMON CORNER OF THE NORTHWEST CORNER OF LOT 1, BLOCK 3, NORTH HILLS FIFTEENTH ADDITION, THE NORTHEAST CORNER OF LOT 4, BLOCK 1, GARY NELSON ADDITION, AND THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, KILBER NORTH 2ND ADDITION; THENCE N 00°52'34" E ALONG THE EAST LINE OF LOT 1, BLOCK 2, KILBER NORTH 2ND ADDITION, A DISTANCE OF 513.37 FEET TO A POINT ON LINE; THENCE N 00°46'38" E ALONG THE EAST LINE OF LOT 1, BLOCK 2, KILBER NORTH 2ND ADDITION, A DISTANCE OF 158.73 FEET TO A POINT ON 43RD AVE RIGHT-OF-WAY; THENCE N 00°57'56" E AN EXTENSION OF THE WEST BOUNDARY LINE, A DISTANCE OF 50.02 FEET BACK TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A TOTAL PLAT AREA OF 12.245 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, SOREN SANDERSON, 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.



SOREN SANDERSON
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. LS-42051

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 ENGINEER

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

GABRIEL J. SCHELL - CITY ENGINEER

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 - CHAIRMAN

ATTEST: DANIEL NAIRN - SECRETARY

OWNER'S CERTIFICATE AND DEDICATION

I, SETH ARNDORFER, CEO OF DAKOTA CARRIER NETWORK, BEING THE OWNER OF THE LANDS PLATTED HEREIN, HAVE CAUSED THE LAND TO BE PLATTED AND DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED DCN FIRST 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.

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

I ALSO REDEDICATE A TEN-FOOT (10') WIDE MONTANA-DAKOTA UTILITIES CO. (MDU) ELECTRIC LINE EASEMENT, AS SHOWN ON THIS PLAT, BEING THE SAME EASEMENT AS RECORDED UNDER DOCUMENT NO. 744861, BURLEIGH COUNTY, NORTH DAKOTA RECORDS. SAID EASEMENT IS SUBJECT TO ALL PRIOR RIGHTS, CONDITIONS, AND RESTRICTIONS OF RECORD AND IS INTENDED TO CONTINUE WITHOUT INTERRUPTION.

STATE OF NORTH DAKOTA }
COUNTY OF _____ } SS

SETH ARNDORFER
CEO
DAKOTA CARRIER NETWORK
4202 COLEMAN STREET
BISMARCK, ND 58503
DCN ADDITION

ON THIS ____ DAY OF ____, 20__, BEFORE ME PERSONALLY APPEARED SETH ARNDORFER, 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.

_____, COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Meadow Valley Sixth Addition – Minor Subdivision Final Plat

REQUEST:

Meadow Valley Sixth Addition, a minor subdivision final plat, which the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:

BDC-Expressway, LLC is requesting approval of a minor subdivision final plat titled Meadow Valley Sixth Addition.

The project is located in central Bismarck, on the south side of East Bismarck Expressway, between Bozeman Drive and South 7th Street.

The Planning and Zoning Commission held a public hearing on this request on May 27, 2026, and voted to recommend approval with the condition that an easement shown on that version of the plat as an “unrecorded” 50-foot MDU easement was appropriately documented prior to approval by the City Commission.

Planning staff have received sufficient documentation from the applicant and MDU to meet that condition, and the easement will be fully recorded before the plat is recorded.

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 Meadow Valley Sixth Addition, a minor subdivision final plat.

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

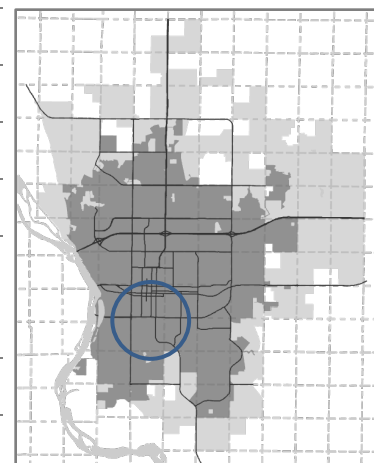
STAFF REPORT

Application for: **Minor Plat**

Project ID: **MPLT2026-003**

Project Summary

<i>Title:</i>	Meadow Valley Sixth Addition
<i>Status:</i>	Board of City Commissioners - Consideration
<i>Property Owner(s):</i>	BDC-Expressway, LLC
<i>Project Contact:</i>	AJ Tuck, PE, Moore Engineering
<i>Project Location:</i>	In central Bismarck, on the south side of East Bismarck Expressway, between Bozeman Drive and South 7th Street
<i>Project Size:</i>	1.83 acres
<i>Applicant Request:</i>	Replat the property to facilitate future development
<i>PZC Recommendation:</i>	Approve with conditions (conditions now satisfied)
<i>Staff Recommendation:</i>	Approve with conditions (conditions now satisfied)



Site Information

<i>Existing Conditions</i>		<i>Proposed Conditions</i>	
<i>Lots/Blocks:</i>	1 parcel in 2 blocks	<i>Lots/Blocks:</i>	2 lots in 1 block
<i>Land Use:</i>	Restaurant	<i>Land Use:</i>	Commercial uses
<i>Future Land Use:</i>	Destination Mixed Use (DMU)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	CG – Commercial	<i>Zoning:</i>	No change
<i>Uses Allowed:</i>	CG – General commercial, multi-family residential, and offices	<i>Uses Allowed:</i>	No change
<i>Max Density:</i>	CG – 42 units / acre	<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>	Wachter

Property History

<i>Zoned:</i>	Pre-1980
<i>Platted:</i>	06/1967 & 05/1971
<i>Annexed:</i>	Pre-1980

(continued)

Project Narrative

BDC-Expressway, LLC is requesting approval of a minor subdivision final plat titled Meadow Valley Sixth Addition.

The project will change one existing parcel into two lots in one block and will configure easements to facilitate future commercial development on the site. No zoning change is proposed in conjunction with this request.

There was one easement shown on the plat during the Planning and Zoning Commission

stage as a 50-foot MDU easement listed as “unrecorded”. Planning staff were comfortable advancing this application so long as said easement was appropriately documented prior to final approval by the City Commission.

The applicant has since worked with MDU to ensure that that easement is properly documented, and the stated condition of approval listed in this staff report is now satisfied.

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 Destination Mixed Use (DMU) in the Future Land Use Plan. The DMU areas are the major commercial and employment centers that serve the entire regional trade area of Bismarck as well as visitors. Goals and objectives of this plan as they relate to minor subdivision final plats are referenced in review standards below.

The area is just south of East Bismarck Expressway, with Kirkwood Mall to the north and a variety of other retail and services to the east. To the south are single-family homes and to the west are multi-family residences.

Public Engagement

The public was duly notified of this request. A notice was published in the Bismarck Tribune on May 15 and 22, and 44 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 12, 2026.

The Planning and Zoning Commission held a public hearing on May 27, 2026. Planning staff received some inquiries from the public, but no formal comments were submitted prior to the hearing. No members of the public spoke during

(continued)

the hearing, and at the conclusion of the hearing the Commission voted to recommend approval of the plat with the condition outlined in the recommendations section.

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.

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. At the Planning and Zoning Commission stage, one easement's documentation (including exact dimensions) was still being finalized, thus advancing with a condition of approval that that easement be finalized prior to City Commission approval. The applicant worked with the

easement holder (MDU) to finalize that easement and the plat is now ready for the City Commission's consideration.

Beyond this one easement, 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 held for this request, and all requirements for notice of that 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, at the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of the minor subdivision final plat titled Meadow Valley Sixth Addition with the following condition, which has since been met:

1. The easement shown on the plat as an "unrecorded" 50-foot MDU easement is

(continued)

appropriately documented prior to final approval by the City Commission.

appropriately documented prior to final approval by the City Commission.

Planning Staff

Based on the above findings, staff recommends approval of the minor subdivision final plat titled Meadow Valley Sixth Addition with the following condition, which has since been met:

1. The easement shown on the plat as an “unrecorded” 50-foot MDU easement is

Attachments

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

Staff report prepared by: Isak Johnson, AICP, Planner

701-355-1850 | ijohnson@bismarcknd.gov

Zoning Districts

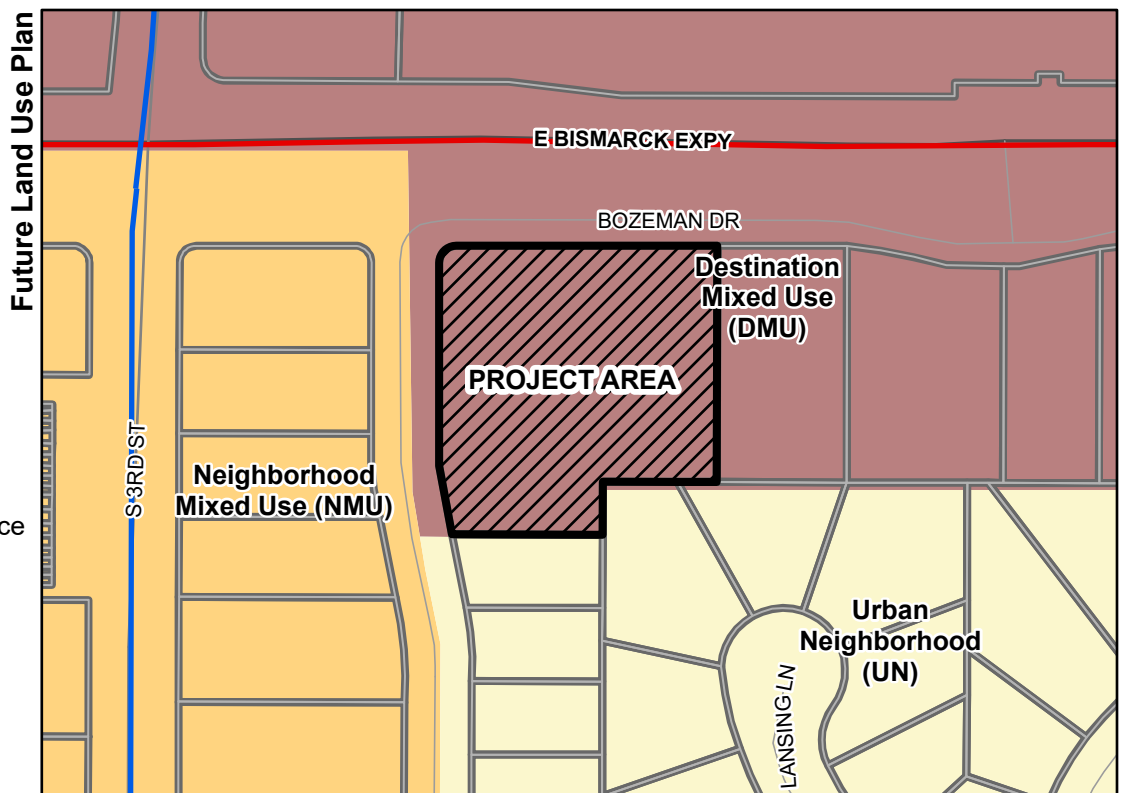
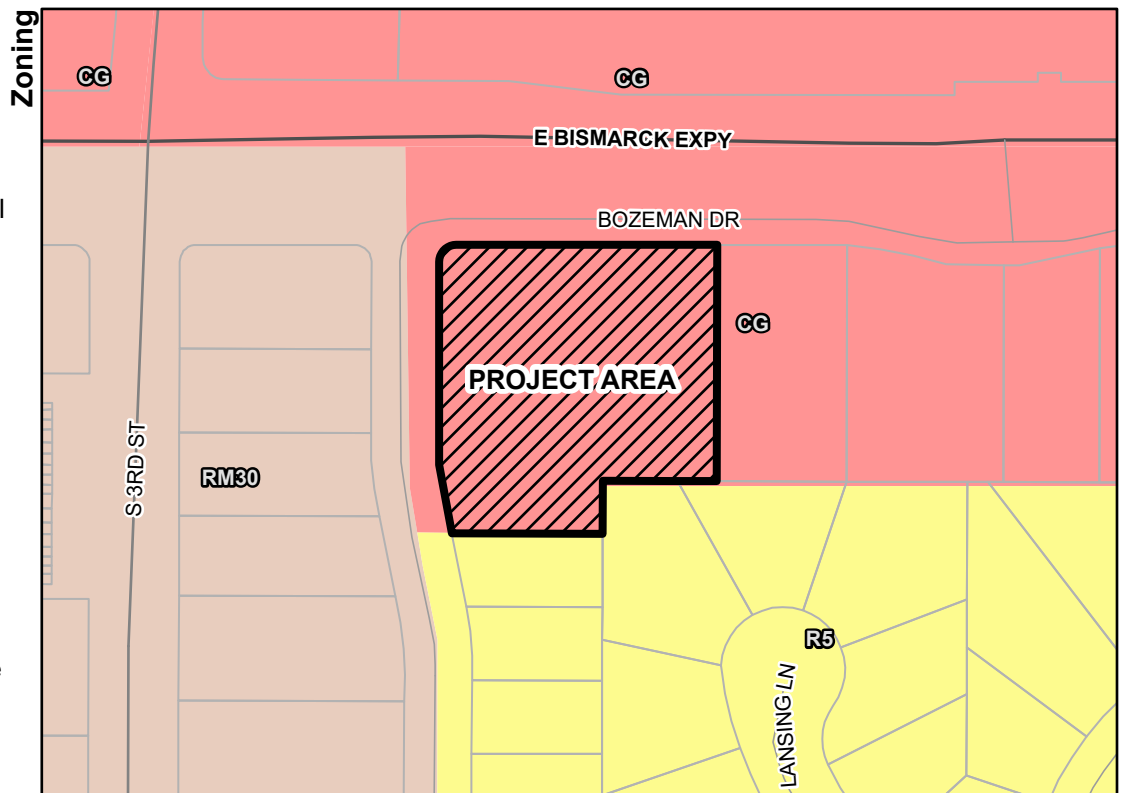
A	Agriculture
RR	Rural Residential
R5	Residential
RMH	Manufactured Home Residential
R10	Residential
RM	Residential Multifamily
RT	Residential (Offices)
HM	Health and Medical
CA	Commercial
CG	Commercial
MA	Industrial
MB	Industrial
PUD	Planned Unit Development
DC	Downtown Core
DF	Downtown Fringe

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
URA/URB	Urban Reserve Mid/Long-Term

Major Street Plan

—	Existing Arterial
- -	Future Arterial
—	Existing Collector
- -	Future Collector
—	Existing Interstate
- -	Future Interstate
	City Limits



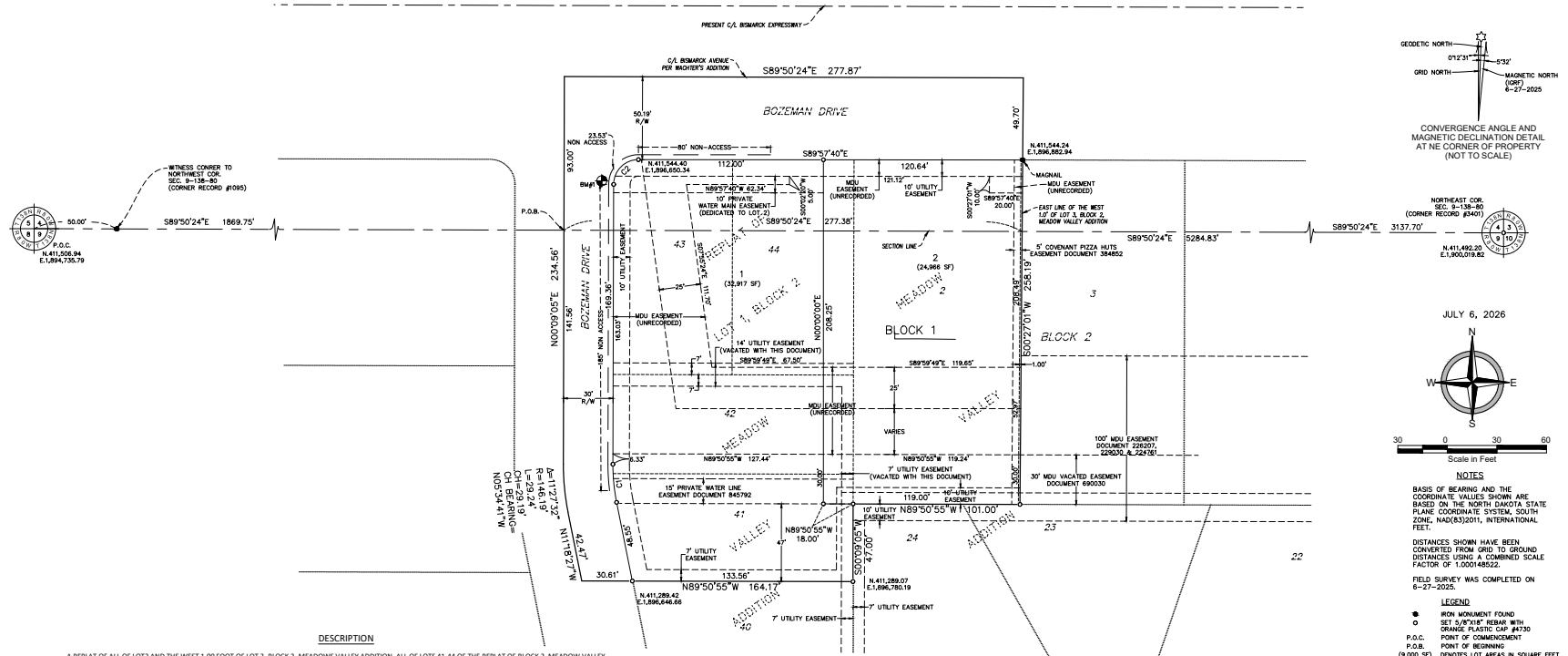
This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated hereon.

0 125 250 500 Feet



City of Bismarck
Planning Department
May 19, 2026

PLAT OF
MEADOW VALLEY SIXTH ADDITION
TO THE CITY OF BISMARCK, BEING A REPLAT OF LOT 2, THE WEST 1 FOOT OF LOT 3,
BLOCK 2 OF MEADOW VALLEY ADDITION AND LOTS 41-44 OF THE REPLAT OF LOT 1,
BLOCK 2 OF MEADOW VALLEY ADDITION TOGETHER WITH THE EAST HALF OF BOZEMAN
DRIVE AND THE SOUTH HALF OF BOZEMAN DRIVE
LOCATED IN THE NORTHWEST QUARTER OF SECTION 9 AND THE SOUTHWEST QUARTER
OF SECTION 4, TOWNSHIP 138 NORTH, RANGE 80 WEST,
BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION

A REPLAT OF ALL OF LOT 2 AND THE WEST 1.00 FOOT OF LOT 3, BLOCK 2, MEADOWS VALLEY ADDITION, ALL OF LOTS 41-44 OF THE REPLAT OF BLOCK 2, MEADOW VALLEY ADDITION, TOGETHER WITH THE WEST HALF OF BOZEMAN DRIVE AND THE SOUTH HALF OF BOZEMAN DRIVE WITHIN THE CITY OF BISMARCK, LOCATED IN THE NORTHWEST QUARTER OF SECTION 9 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ON THE NORTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 369.75 FEET TO THE CENTERLINE OF SAID BOZEMAN DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON SAID CENTERLINE FOR A DISTANCE OF 83.00 FEET TO THE ORIGINAL CENTERLINE OF EAST BISMARCK EXPRESSWAY; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ON SAID CENTERLINE FOR A DISTANCE OF 277.87 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 1.00 FOOT OF SAID LOT 3; THENCE SOUTH 00 DEGREES 27 MINUTES 01 SECOND WEST ON SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF FOR A DISTANCE OF 258.39 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1.00 FOOT OF SAID LOT 3; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 2 AND 3 FOR A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID LOT 41 FOR A DISTANCE OF 47.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41; THENCE NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 41 AND THE WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 364.37 FEET TO THE CENTERLINE OF SAID BOZEMAN DRIVE; THENCE NORTH 13 DEGREES 58 MINUTES 27 SECONDS WEST ON SAID CENTERLINE FOR A DISTANCE OF 42.47 FEET; THENCE NORTHWESTERLY 29.24 FEET ON SAID CENTERLINE ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 27 MINUTES 32 SECONDS, A RADIUS OF 146.19 FEET AND A CHORD LENGTH OF 29.19 FEET WHICH BEARS NORTH 00 DEGREES 54 MINUTES 41 SECONDS WEST; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON SAID CENTERLINE FOR A DISTANCE OF 141.56 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 79,497 SQUARE FEET OR 1.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

SURVEYORS CERTIFICATE

I, JAMES ALBER, HEREBY CERTIFY THAT 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.

JAMES ALBER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4730



DATE _____

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

THE SUBDIVISION OF THE 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 I. SCHWARTZ - CHAIR

ATTEST: DANIEL NAUM - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT, HAS APPROVED THE GROUNDS AS SHOWN ON THIS PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS ACCEPTED THE 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 I. SCHWARTZ - PRESIDENT

ATTEST: JASON TOMANER - 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 AND DEDICATION

WE, BOC-EXPRESSWAY, LLC, BEING ALL THE OWNER OF THE LANDS PLATTED HEREIN, HAVE CAUSED THE LAND TO BE PLATTED AND DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED MEADOW VALLEY SIXTH ADDITION, AND DEDICATE ALL RIGHTS OF WAY 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, COMMUNICATIONS AND/OR OTHER PUBLIC UTILITIES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON.

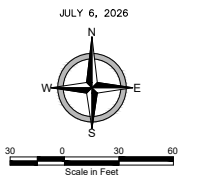
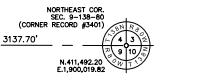
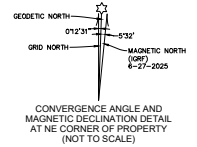
WE ALSO DEDICATE TO ALL LANDOWNING PARTIES ALL PRIVATE EASEMENTS AS SHOWN ON THIS PLAT AS "PRIVATE WATER MAIN EASEMENT" TO RUN WITH THE LAND FOR USE BY ALL LAND-OWNING PARTIES, THEIR TENANTS, VISITORS AND LICENSEES TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR WATER MAIN FACILITIES UNDER OR UPON THOSE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

MARK WITTENBURG, MANAGER
BOC-EXPRESSWAY, LLC

STATE OF KANSAS)
COUNTY OF SHAWNEE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED MARK WITTENBURG, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND THAT HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC, SHAWNEE COUNTY, KANSAS



NOTES
BASIS OF BEARING AND THE
COORDINATE VALUES SHOWN ARE
BASED ON THE NORTH DAKOTA STATE
PLANE COORDINATE SYSTEM, SOUTH
ZONE, NAD(83)2011, INTERNATIONAL
FEET.
DISTANCES SHOWN HAVE BEEN
CONVERTED FROM GRID TO GROUND
DISTANCES USING A COMBINED SCALE
FACTOR OF 1.000148522.
FIELD SURVEY WAS COMPLETED ON
4-27-2025.

LEGEND
● IRON MONUMENT FOUND
○ SET 5/8"X10" REBAR WITH
ORANGE PLASTIC CAP #4730
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
(8,000 SF) DENOTES LOT AREAS IN SQUARE FEET

AREA TABLE		
LOTS (N SW 1/4, SEC 4-138-80)	SQUARE FEET	ACRES
LOTS (N NW 1/4, SEC 9-138-80)	10,604	0.24
STREETS (N SW 1/4, SEC 4-138-80)	47,279	1.09
STREETS (N NW 1/4, SEC 9-138-80)	15,215	0.35
TOTAL	79,497	1.83

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	112°27'52"	116.19	23.24	23.20
C2	89°53'15"	15.00	23.53	21.19

BENCHMARKS

BM#1=TOP NUT OF FIRE HYDRANT
#353 LOCATED AT THE SOUTHEAST
CORNER OF BOZEMAN DRIVE AND
BISMARCK EXPRESSWAY
ELEVATION= 1640.90 (NAV08)
BM#2=TOP NUT OF FIRE HYDRANT
#353 LOCATED AT THE NORTHWEST
CORNER OF BOZEMAN DRIVE AND EAST
DENVER AVENUE
ELEVATION= 1640.86 (NAV08)

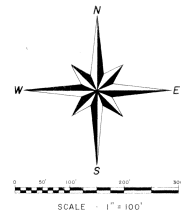
OWNER
BOC-EXPRESSWAY, LLC
2949 LW MANAWAR DRIVE
SUITE 101
TOPEKA, KS 66614

SURVEYOR
JIM ALBER
4501 COLUMBIA STREET
BISMARCK, ND 58501



MEADOW VALLEY ADDITION

BISMARCK, NORTH DAKOTA



DATE OF PLAT - MAY 8, 1967

CURVE		DATA			
CURVE	Δ	D	T	L	R
A	71°01'31"	26°00'	158.62'	273.17'	222.27'
B	79°42'24"	16°00'	299.90'	498.17'	359.27'

NOTES

1. ALL CURVE DATA IS BASED ON CHORD DEFINITION EXCEPT THE LENGTHS SHOWN ON THE CUL-DE-SAC AND THE 50' RADIUS CURVE WHICH ARE BASED ON ARC DEFINITION.
2.  — DENOTES IRON PIPE.
3. ALL PROPERTY LINES AT STREET INTERSECTIONS ARE ROUNDED TO A FIFTEEN FOOT RADIUS.



DESCRIPTION

ALL THAT PART OF THE 30.00'x44' (S 21° 10' E) SECTION [4] AND THE NORTH HALF (N 21° 10' E) TOWNSHIP ONE HUNDRED THIRTYTHREE (133° 00' 00" S) RANGE FORTY WEST (W 104° 00' 00" E) OF THE FIFTH PRINCIPAL MERIDIAN, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 303rd, 304th, 305th, 306th, 307th, 308th, 309th, 310th, 311st, 312nd, 313th, 314th, 315th, 316th, 317th, 318th, 319th, 320th, 321st, 322nd, 323rd, 324th, 325th, 326th, 327th, 328th, 329th, 330th, 331st, 332nd, 333rd, 334th, 335th, 336th, 337th, 338th, 339th, 340th, 341st, 342nd, 343rd, 344th, 345th, 346th, 347th, 348th, 349th, 350th, 351st, 352nd, 353rd, 354th, 355th, 356th, 357th, 358th, 359th, 360th, 361st, 362nd, 363rd, 364th, 365th, 366th, 367th, 368th, 369th, 370th, 371st, 372nd, 373rd, 374th, 375th, 376th, 377th, 378th, 379th, 380th, 381st, 382nd, 383rd, 384th, 385th, 386th, 387th, 388th, 389th, 390th, 391st, 392nd, 393rd, 394th, 395th, 396th, 397th, 398th, 399th, 400th, 401st, 402nd, 403rd, 404th, 405th, 406th, 407th, 408th, 409th, 410th, 411st, 412nd, 413th, 414th, 415th, 416th, 417th, 418th, 419th, 420th, 421st, 422nd, 423rd, 424th, 425th, 426th, 427th, 428th, 429th, 430th, 431st, 432nd, 433rd, 434th, 435th, 436th, 437th, 438th, 439th, 440th, 441st, 442nd, 443rd, 444th, 445th, 446th, 447th, 448th, 449th, 450th, 451st, 452nd, 453rd, 454th, 455th, 456th, 457th, 458th, 459th, 460th, 461st, 462nd, 463rd, 464th, 465th, 466th, 467th, 468th, 469th, 470th, 471st, 472nd, 473rd, 474th, 475th, 476th, 477th, 478th, 479th, 480th, 481st, 482nd, 483rd, 484th, 485th, 486th, 487th, 488th, 489th, 490th, 491st, 492nd, 493rd, 494th, 495th, 496th, 497th, 498th, 499th, 500th, 501st, 502nd, 503rd, 504th, 505th, 506th, 507th, 508th, 509th, 510th, 511st, 512nd, 513th, 514th, 515th, 516th, 517th, 518th, 519th, 520th, 521st, 522nd, 523rd, 524th, 525th, 526th, 527th, 528th, 529th, 530th, 531st, 532nd, 533rd, 534th, 535th, 536th, 537th, 538th, 539th, 540th, 541st, 542nd, 543rd, 544th, 545th, 546th, 547th, 548th, 549th, 550th, 551st, 552nd, 553rd, 554th, 555th, 556th, 557th, 558th, 559th, 560th, 561st, 562nd, 563rd, 564th, 565th, 566th, 567th, 568th, 569th, 570th, 571st, 572nd, 573rd, 574th, 575th, 576th, 577th, 578th, 579th, 580th, 581st, 582nd, 583rd, 584th, 585th, 586th, 587th, 588th, 589th, 590th, 591st, 592nd, 593rd, 594th, 595th, 596th, 597th, 598th, 599th, 600th, 601st, 602nd, 603rd, 604th, 605th, 606th, 607th, 608th, 609th, 610th, 611st, 612nd, 613th, 614th, 615th, 616th, 617th, 618th, 619th, 620th, 621st, 622nd, 623rd, 624th, 625th, 626th, 627th, 628th, 629th, 630th, 631st, 632nd, 633rd, 634th, 635th, 636th, 637th, 638th, 639th, 640th, 641st, 642nd, 643rd, 644th, 645th, 646th, 647th, 648th, 649th, 650th, 651st, 652nd, 653rd, 654th, 655th, 656th, 657th, 658th, 659th, 660th, 661st, 662nd, 663rd, 664th, 665th, 666th, 667th, 668th, 669th, 670th, 671st, 672nd, 673rd, 674th, 675th, 676th, 677th, 678th, 679th, 680th, 681st, 682nd, 683rd, 684th, 685th, 686th, 687th, 688th, 689th, 690th, 691st, 692nd, 693rd, 694th, 695th, 696th, 697th, 698th, 699th, 700th, 7

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS FORTY-ONE AND FIFTY-SIX HUNDREDTHS (41.56) ACRES, MORE OR LESS.

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN OF THESE PRESENTS THAT WACHTER REAL ESTATE TRUST, a corporation duly organized under the laws of the State of California, and having its principal office at 1000 North Main Street, San Francisco, California, has caused this INSTRUMENT to be executed by its duly authorized officers and directors, and acknowledged before me as a Notary Public in and for the County of Santa Clara, State of California, in accordance with the provisions of Article 9 of the California Civil Code.

IT ALSO DEDICATES EASEMENTS, TO RUN WITH THE LAND, FOR WATER, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENTS".

WACHTER REAL ESTATE TRUST

WACHTER REAL ESTATE TRUST

Paul H. Wachter
PAUL H. WACHTER, TRUSTEE

A MAJORITY OF THE QUALIFIED AND ACTING TRUSTEES OF WACHTER REAL ESTATE TRUST.

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF SIOUX)

ON THIS 23 DAY OF May, A. D. 1967, BEFORE ME PERSONALLY APPEARED PAUL H. WACHTER, ANN WACHTER FRAPPIA, and JAMES P. WACHTER, a MAJORITY OF THE QUALIFIED AND ACTING TRUSTEES OF WACHTER REAL ESTATE TRUST OF BISMARCK, NORTH DAKOTA, THE TRUST THAT IS DESCRIBED IN AND THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THEY EXECUTED THE INSTRUMENT ON BEHALF OF SAID TRUST.

M. J. RATZLAFF
NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES SEPTEMBER 15, 1971




Warner R. Gault
Dorothy Moser
CLERK, BISMARCK SCHOOL BOARD

[illegible]

JOHN WEISBERGER
NOTARY PUBLIC, BURLINGTON COUNTY, N. J.
MY COMMISSION EXPIRES NOVEMBER 13, 1967

CITY ENGINEER'S APPROVAL

I, EDWARD J. BLOTH, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "MEADOW VALLEY ADDITION" AS SHOWN ON THE ANNEXED PLAT.

EDWARD J. BOOTH, CITY ENGINEER

PLANNING COMMISSION APPROVAL

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA, ON May 16, 1967, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK, AND REGULATIONS ADOPTED BY SAID PLANNING COMMISSION. IN WITNESS THEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA.

Adrian C Taylor
ADRIAN C. TAYLOR, CHAIRMAN

Tom Baker
TOM BAKER, SECRETARY

SURVEYOR'S CERTIFICATE

I, HARLEY SMOENSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION COMPLETED ON MAY 5, 1967, THAT ALL DIMENSIONS AND ANGLES ARE CORRECT AS SHOWN, AND THAT IRON PIPE MONUMENTS ARE TO BE SET AS SHOWN.

Harley Swenson
 HARLEY SWENSON
 REGISTERED PROFESSIONAL ENGINEER
 AND LAND SURVEYOR, REG. NO. 6651

REGISTERED
 PROFESSIONAL
 ENGINEER
 1951

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF BURLEIGH)

ON THIS 23 DAY OF MAY, 1967, BEFORE ME PERSONALLY APPEARED HARLEY SWENSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME OF HIS OWN FREE WILL AND DEED.

M. J. Ratzliff
M. J. RATZLIFF
NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES SEPTEMBER 15, 1971

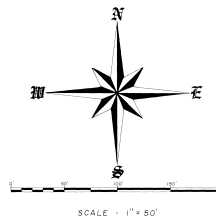
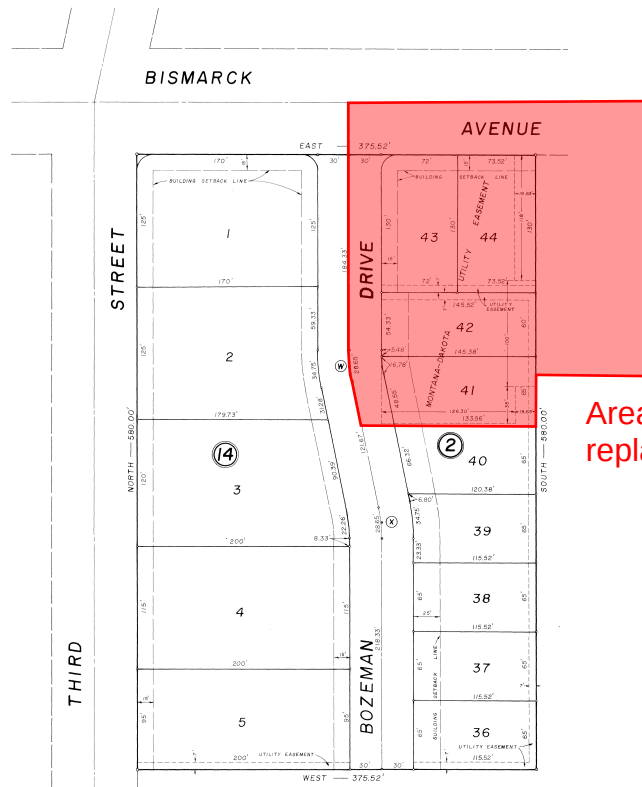
APPROVAL OF BOARD OF CITY COMMISSIONERS

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 13 DAY OF June, 1967.

ATTEST: Tom Baker
TOM BAKER, CITY AUDITOR

REPLAT OF LOT ONE, BLOCK TWO, MEADOW VALLEY ADDITION BISMARCK, NORTH DAKOTA



DATE OF PLAT - APRIL 28, 1971

Area of
replat

NOTES

1. ALL LOT CORNERS AT STREET INTERSECTIONS ARE ROUNDED TO A FIFTEEN (15) FOOT RADIUS.
2. --- DENOTES IRON PIPE.

CURVE DATA

CURVE	Δ	D	T	L	R
W & X	11°-27'-32"	40°-00'	14.67'	28.65'	146.19'

SURVEYOR'S CERTIFICATE

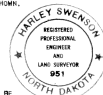
I, HARLEY SWENSON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF NORTH DAKOTA HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION COMPLETED ON APRIL 20, 1971, THAT ALL DIMENSIONS AND ANGLES ARE CORRECT AS SHOWN AND THAT IRON PIPE MONUMENTS ARE TO BE SET AS SHOWN.

Harley Swenson
HARLEY SWENSON
REGISTERED PROFESSIONAL ENGINEER
AND LAND SURVEYOR, REG. NO. 951

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

ON THIS 28th day of April, 1971, BEFORE ME PERSONALLY APPEARED HARLEY SWENSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME OF HIS OWN FREE WILL AND DEED.

Edward M. Hagen
EDWARD M. HAGEN
NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES JULY 9, 1975



DESCRIPTION

ALL THE LOT ONE (1), OF BLOCK TWO (2), OF MEADOW VALLEY ADDITION TO THE CITY OF BISMARCK, NORTH DAKOTA.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS FIVE (5) ACRES, MORE OR LESS.

PLANNING COMMISSION APPROVAL

THE REPLAT OF THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA, ON April 28, 1971, IN ACCORDANCE WITH THE LAWS OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA.

Arthur C. Taylor
ARTHUR C. TAYLOR, CHAIRMAN

Tom Burt
TOM BURT, SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 11th day of May, 1971.

ATTEST: *Tom Burt*
TOM BURT, CITY AUDITOR

CITY ENGINEER'S APPROVAL

I, EDWARD J. BOUTH, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "REPLAT OF LOT ONE, BLOCK TWO, MEADOW VALLEY ADDITION", AS SHOWN ON THE ANNEXED PLAT.

Edward J. Bouth
EDWARD J. BOUTH, CITY ENGINEER

OWNERS' CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MAINTER REAL ESTATE TRUST, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN ON THE ANNEXED PLAT, HAVE CAUSED THAT PORTION DESCRIBED ABOVE AND SHOWN ON THE ANNEXED PLAT TO BE SURVEYED AND PLATTED AS "REPLAT OF LOT ONE, BLOCK TWO, MEADOW VALLEY ADDITION" AND DO DEDICATE STREETS AND CULVERTS AND OTHER PUBLIC UTILITIES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

IT ALSO DEDICATES EASEMENTS, TO RUN WITH THE LAND, FOR WATER, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENTS".

Paul P. Mahter
PAUL P. MAHTER, TRUSTEE

James P. Mahter
JAMES P. MAHTER, TRUSTEE

Ann Mahter Frappia
ANN MAHTER FRAPPIA, TRUSTEE

Paul C. Mahter
PAUL C. MAHTER, TRUSTEE

STATE OF NORTH DAKOTA) 351
COUNTY OF BURLEIGH)

ON THIS 28th day of April, 1971, BEFORE ME PERSONALLY APPEARED PAUL P. MAHTER, JAMES P. MAHTER, ANN MAHTER FRAPPIA AND PAUL C. MAHTER, TRUSTEES OF THE MAHTER REAL ESTATE TRUST OF BISMARCK, NORTH DAKOTA, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING INSTRUMENT, AND THEY EACH AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT OF THEIR OWN FREE WILL AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

Edward M. Hagen
EDWARD M. HAGEN
NOTARY PUBLIC, BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES JULY 9, 1975



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Wachter's Fifth Addition – Setback Line Vacation

REQUEST:

Vacate platted setback lines in Wachter's Fifth Addition.

BACKGROUND INFORMATION:

The City of Bismarck Planning Department requests approval of a vacation of all platted building setback lines shown on the plat of Wachter's Fifth 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 south Bismarck, south of East Bismarck Expressway, between South Washington Street and South 3rd 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 vacation of all platted building setback lines in Wachter's Fifth 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

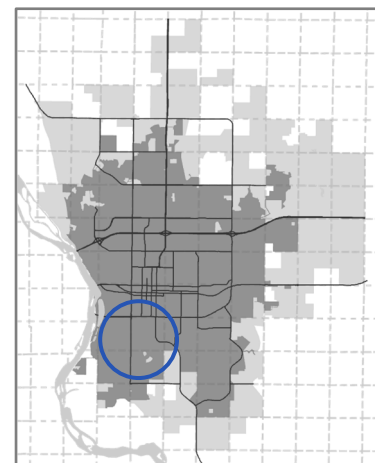
STAFF REPORT

Application for: **Setback Line Vacation**

Project ID: **PLMD2026-011**

Project Summary

<i>Title:</i>	Wachter's Fifth 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 south Bismarck, south of East Bismarck Expressway, between South Washington Street and South 3rd Street
<i>Project Size:</i>	60.03 acres
<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 shown on the plat of Wachter's Fifth Addition.

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 zoned properties.

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. This subdivision will be within the LDC's new RS-Residential Suburban zoning district on the LDC's effective date. Contextual setback requirements would apply to front yards in the RS-Residential Suburban zoning district, but not to side yards abutting a street.

Public Engagement

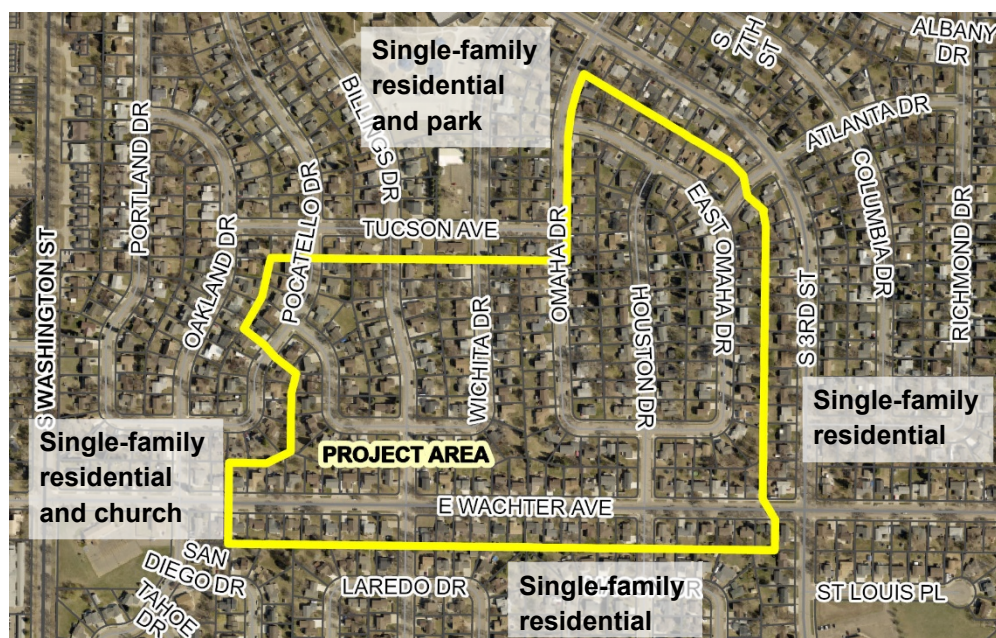
Proposed building setback line releases are reviewed by City staff and are not subject to public hearing. Owners of properties within the plat have been notified of the request.

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

(continued)

Project Context

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



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. Implementation goals of this plan as they relate to setback line vacations are referenced in review standards below.

The project area is surrounded by single-family residential with a nearby park to the north and church 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 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 Wachter's Fifth Addition which was recorded on May 9, 1977. The platted setbacks are 25 feet.

The zoning ordinance, rather than a recorded plat, governs all building setbacks. The 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 platting building

(continued)

setback lines shown on the plat of Wachter's Fifth 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 WACHTER'S FIFTH ADDITION (PLMD2026-011)**

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 Wachter's Fifth 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 1-10, Block 1; Lots 1-29, Block 2; Lots 1-25, Block 3; Lots 1-22, Block 4; Lots 1-6, Block 5; Lots 1-40, Block 6; Lots 1-12, Block 7; Lots 1-16, Block 8; Lots 1-16, Block 9; Lots 1-5, Block 10; Lots 1-18, Block 11; and Lots 1-9, Block 12, Wachter's Fifth 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 14th Day of July 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 July 14, 2026.

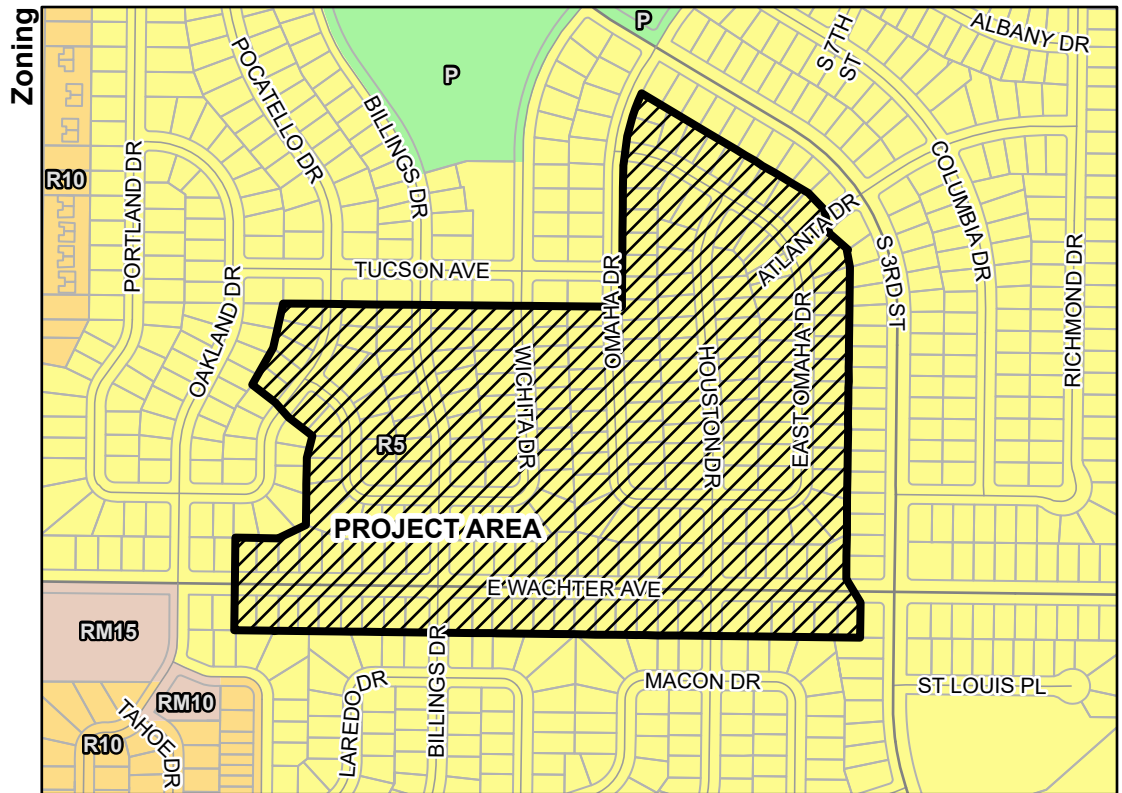
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota.

Jason Tomanek
City Administrator
Bismarck, North Dakota

Date

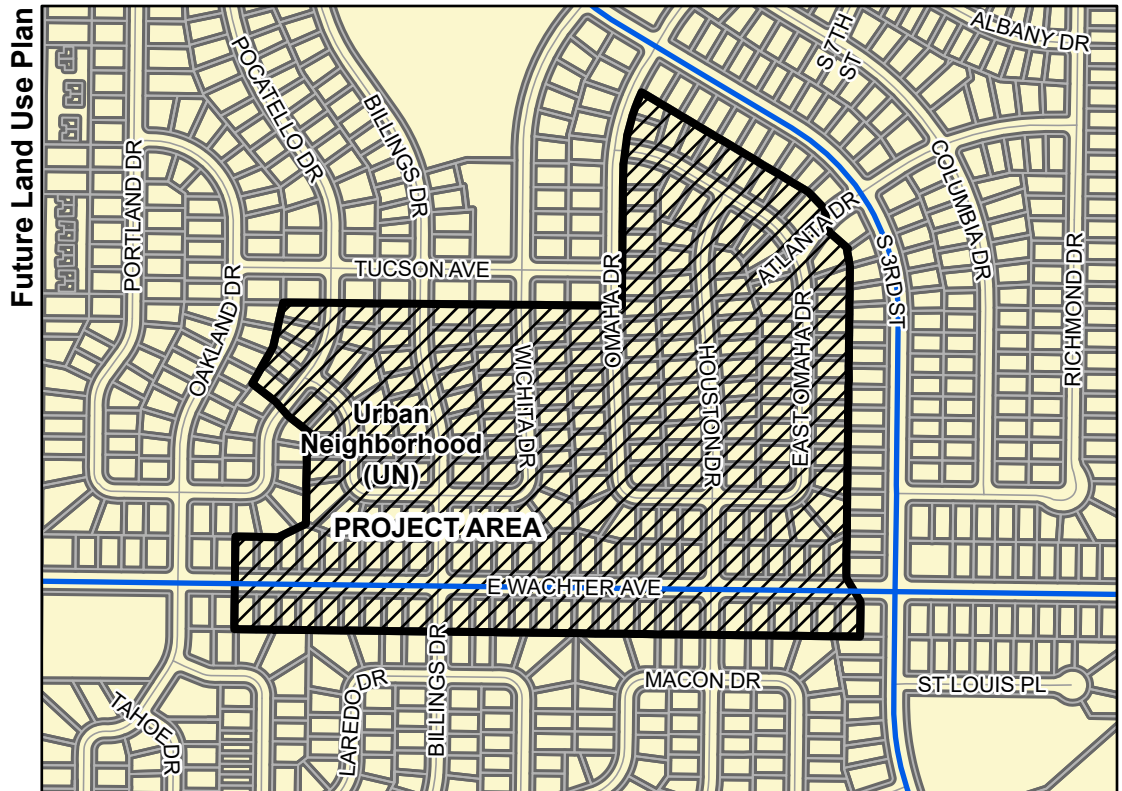
Zoning Districts

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



- 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.

0 480 960 1,920 Feet



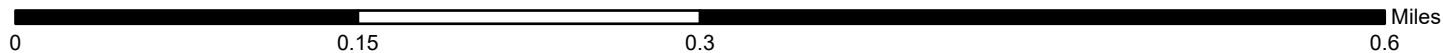
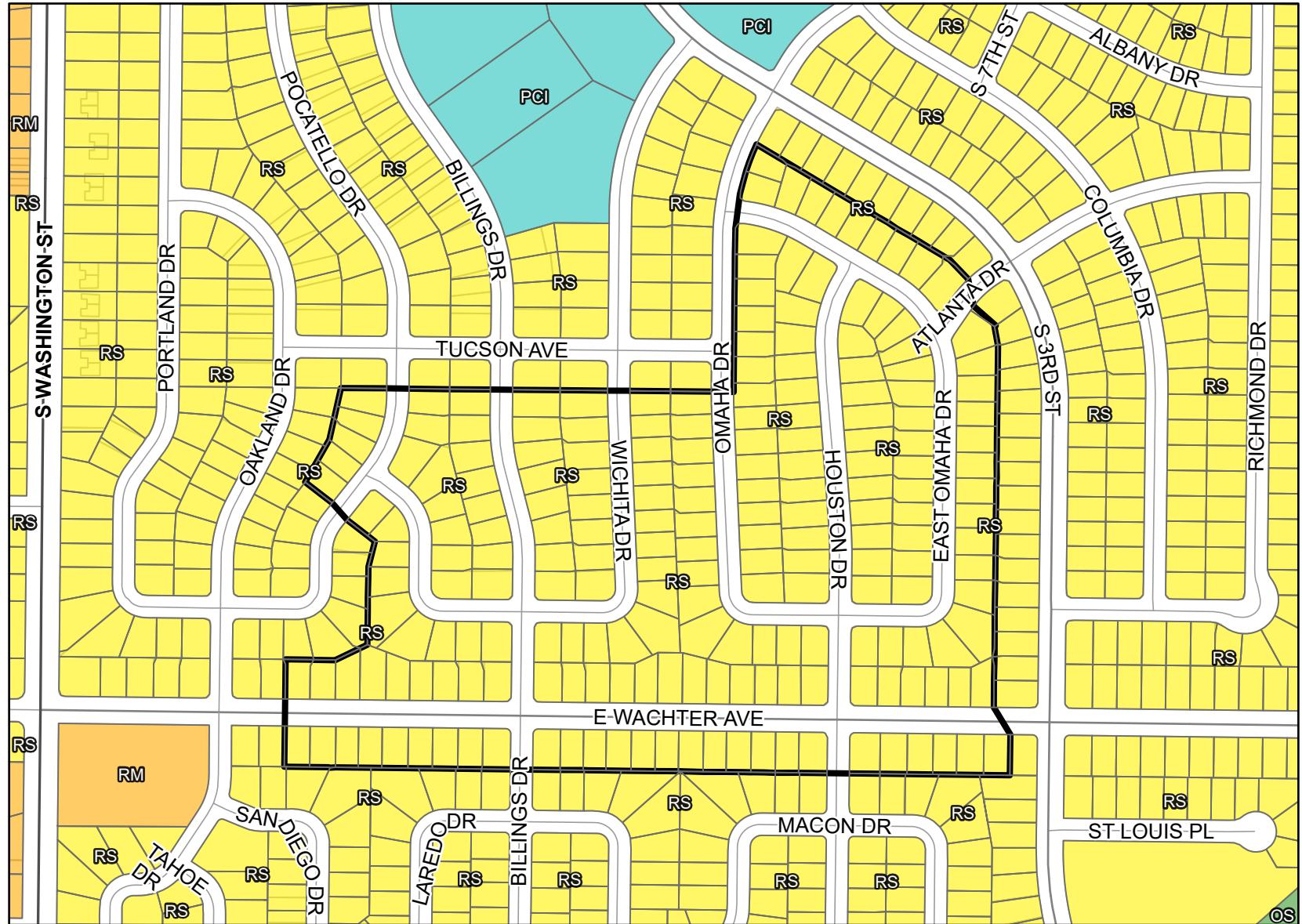
City of Bismarck
Planning Department
July 6, 2026

Proposed New Zoning Map

-  Project Area
-  City Limits
-  Plan Overlay District

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 Open Space



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
July 6, 2026



Page 173 of 288



Police Department

DATE: July 14, 2026

FROM: Jason Stugelmeyer, Police Chief

ITEM: Request to accept donation of \$7500 from Emmons-Logan Wind LLC.

REQUEST:

Permission to accept a donation of \$7500 from Emmons-Logan Wind LLC for the Bismarck Police Department (BPD) Wellness Center.

BACKGROUND INFORMATION:

BPD is requesting to accept \$7500 donation from Emmons-Logan Wind LLC. This donation will be used to enhance officer wellness at the BPD.

RECOMMENDED CITY COMMISSION ACTION:

Accept Donation.

STAFF CONTACT INFORMATION:

Randy Ziegler, Deputy Police Chief, 701-355-1869, rzeigler@bismarcknd.gov

ATTACHMENTS:

None



Public Works Service Operations

DATE: July 14, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Construction of Fuel Tank & Dispensers Bid Award

REQUEST:

Award the Construction of the Public Works Fuel Tank & Dispensers and related items project to O'Day Equipment, LLC in the amount of \$584,263.

BACKGROUND INFORMATION:

Bids were opened on June 23, 2026, for the construction of Public Works Fuel Tank & Dispensers and related items, for the 2026 Facility Improvement Project. There were three (3) bids and the recommendation is to award to the low bidder, O'Day Equipment, LLC in the amount of \$584,263. In the event the company is unable or unwilling to fulfill the agreement, we request to award to the next lowest bidder. The bid tabulation, Invitation for Bids, and Addendum 1 are attached.

RECOMMENDED CITY COMMISSION ACTION:

Award the bid for the Construction of Public Works Fuel Tank & Dispensers and related items to O'Day Equipment, LLC in the amount of \$584,263. In the event the company is unable or unwilling to fulfill the agreement, we request to award to the next lowest bidder.

STAFF CONTACT INFORMATION:

Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Kurt Ohnell, Fleet Manager, 701-355-1711, kohnell@bismarcknd.gov

ATTACHMENTS:

1. Bid Summary Fuel Tank and Dispenser- 260623 - FI26-2
2. Invitation Bid Fuel Tank and Dispenser bid - 260529 - FP26-2
3. Addendum 1 Fuel Tank & Dispenser plans & specs ED - 260616 - FI26-2
4. Fuel Tank and Dispenser Upgrades plans & specs ED - 260601 - FI26-2
5. Fuel Tank and Dispenser Upgrades_estimate engineer - 260529 - FI26-2



**BID SUMMARY
FOR
FACILITY IMPROVEMENT PROJECT NO. 26-2
2026 PUBLIC WORKS FUEL TANK & DISPENSERS**

BID DATE: June 23, 2026; 4:00 PM

ENGINEER'S ESTIMATE: \$ 500,000.00

AMOUNT

Hobbs Incorporated	\$ 745,239.15
O'Day Equipment.com	\$ 584,263.00
Valley Petroleum	\$ 612,684.98

INVITATION FOR BIDS

The Bismarck City Commission will receive bids for the construction of a fuel tank, fuel dispensers, and related items in Facility Improvement Project 2026 – 2. Such work is to be completed according to the schedule, plans, and specifications on file in the Office of the City Administrator. All bids will be submitted electronically using QuestCDN's vBid. All bids are due by 3:00 p.m., Tuesday, June 23, 2026. Bids will be opened at 4:00 p.m., Tuesday, June 23, 2026, both physically in the City/County building at 221 N. 5th Street and virtually using Microsoft Teams.

Prior to submitting a bid, digital project documents must be downloaded from www.QuestCDN.com for a \$22.00 payment. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading digital project information, and electronic bidding. Digital documents are available for download by inputting Quest project #10211412 on the website's project search page. An optional paper set of plans and specifications is available for a nonrefundable price of \$150.00 per set, which includes applicable sales tax and shipping, from the Bismarck Engineering Department. Digital download and bidding through QuestCDN is still required. Bidding requires a separate \$42.00 payment to QuestCDN.com.

The contractor shall upload a copy of his license or renewal thereof, pursuant to Section 43-07-12 of the North Dakota Century Code, as amended, through QuestCDN.

The contractor shall upload a copy of his bidder's bond in the amount of five percent (5%) of the amount of the bid as required by Section 48-01.2, North Dakota Century Code, as amended, and executed as provided by law, through QuestCDN. The bid bond shall be conditioned that if the principal's bid is accepted and a contract is awarded, the principal shall execute the contract within ten days of receipt of the notice of award.

The basis of award shall be the lowest and best bid. Bids shall be made on the basis of cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the City Commission.

The City Commission reserves the right to hold all bids for a period of thirty (30) days after the date fixed for the opening, reject any or all bids, and to waive irregularities whenever it is for the best interest of the City.

Work shall consist of approximately 1 concrete pad with bollards, 1-12,500 gal fuel tank, 2 fuel dispensers, and related items.

The City of Bismarck is committed to providing non-discriminatory service. No person shall, on the basis of a person's nation origin, race, color, disability, sex, age and/or income status, be excluded from participation or be subjected to discrimination or harassment by the City of Bismarck or any of its locations.

The City of Bismarck will consider every request for reasonable accommodation to provide:

- an accessible meeting facility or other accommodation for people with disabilities,
- language interpretation for people with limited English proficiency (LEP), and
- translations of written material necessary to access City of Bismarck programs and information.

Appropriate provisions will be considered when the City of Bismarck is notified at least 10 days prior to the meeting date or the date the written material translation is needed.

To request accommodations, contact the City of Bismarck Title VI and ADA Coordinator at 701-355-1336. TTY users may use Relay North Dakota at 711 or 1-800-366-6888.

CITY OF BISMARCK

Jason Tomanek
City Administrator

ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
FACILITY IMPROVEMENT PROJECT
NO. 2026 - 2
BISMARCK PUBLIC WORKS FUEL TANK AND DISPENSER UPGRADES
CITY OF BISMARCK, NORTH DAKOTA

BID SUBMITTAL: June 23, 2026 3:00 PM

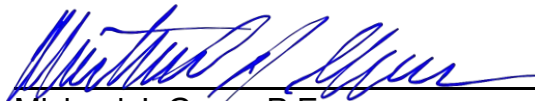
BID OPENING: June 23, 2026 4:00 PM

1. Add the following to Special Provision No. 3:
“All work shall be completed in compliance with N.D.C.C. Chapter 23.1-04.1 – Aboveground Storage Tank Regulations and N.D.A.C. Title 33.1-13 – Aboveground Storage Tanks. The CONTRACTOR shall be responsible for any permitting, testing, and compliance required by the North Dakota DEQ.

The CONTRACTOR shall be responsible for securing a fuel tank permit application and approval from the City of Bismarck Fire Marshal. See website links here: www.bismarcknd.gov/2484/Tank-Permitting.”

2. Add the following to Special Provision No. 4:
“The CONTRACTOR is responsible for any electrical WORK or SUBCONTRACTORS required to provide a fully operational system as shown in the plans and specifications.”

This addendum shall become a part of the plans and specifications and its receipt acknowledged within the online bidding platform.


Michael J. Greer, P.E. 6/16/26
Design and Construction Engineer Date
Bismarck, North Dakota

**PLANS AND SPECIFICATIONS
FOR
FACILITY IMPROVEMENT PROJECT NO. 2026 - 2**

BISMARCK PUBLIC WORKS FUEL TANK AND DISPENSER UPGRADES



BIDS RECEIVED
June 23, 2026
3:00 p.m.

BIDS OPENED
June 23, 2026
4:00 p.m.

FACILITIES IMPROVEMENT PROJECT NO. 26 - 2
PUBLIC WORKS FUEL TANK AND DISPENSER UPGRADES

DESIGN ENGINEER'S CERTIFICATE

I, Michael J. Greer, a Registered Professional Engineer in the State of North Dakota, hereby certify that the specifications for Facilities Improvement Project No. 2026 - 2, Bismarck, North Dakota, were prepared under my supervision and are correct to the best of my knowledge and belief.



Michael J. Greer, P.E.
North Dakota Registration No. 8096

APPROVAL OF CITY ENGINEER

I, Steve Salwei, P.E., Public Works Director for Service Operations for the City of Bismarck, North Dakota, hereby approve the specifications for Facilities Improvement Project No. 26 - 2, Bismarck, North Dakota, as shown on the accompanying plans.

Steve Salwei, P.E.
Director for Service Operations
Bismarck, North Dakota

6-1-26

Date

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SPECIAL PROVISION NO. 3 Fuel Tank

SPECIAL PROVISION NO. 4 Fuel Dispensing Equipment

SPECIAL PROVISION NO. 5 Coordination with Public Works

INVITATION FOR BIDS

The Bismarck City Commission will receive bids for the construction of a fuel tank, fuel dispensers, and related items in Facility Improvement Project 2026 – 2. Such work is to be completed according to the schedule, plans, and specifications on file in the Office of the City Administrator. All bids will be submitted electronically using QuestCDN's vBid. All bids are due by 3:00 p.m., Tuesday, June 23, 2026. Bids will be opened at 4:00 p.m., Tuesday, June 23, 2026, both physically in the City/County building at 221 N. 5th Street and virtually using Microsoft Teams.

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CITY OF BISMARCK

Jason Tomanek
City Administrator

CITY OF BISMARCK - ENGINEERING DEPT.

Facility Improvement Project No. 2026 - 2

Project Quantities - Total

Item Code	Description	Units	Quantity
NS-01	CONCRETE PAD	LS	1
NS-02	AST FUEL TANK	LS	1
NS-03	DISPENSING EQUIPMENT	LS	1

GENERAL CONDITIONS

The work shall be performed in accordance with the City of Bismarck Construction Specifications for Municipal Public Works Improvements dated February 1969 and revised **February 2026** as supplemented or modified with the enclosed special provisions. The Standard Specifications can be found at: bismarcknd.gov/Engineering

The enclosed special provisions and special conditions, if any, the Standard Specifications described above, the plans and all supplemental documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancy between contract documents, the following hierarchy of precedence will govern (i.e. addenda will take precedence over all other contract documents):

1. Addenda,
2. Special Provisions,
3. Project Plans,
4. Supplemental Specifications,
5. Standard Drawings,
6. Standard Specifications.

For dimensions shown on standard drawings or project plans, calculated dimensions will govern over scaled dimensions.

The CONTRACTOR shall take no advantage of any apparent error or omission in the plans or specifications. In the event the CONTRACTOR discovers such an error or omission, the CONTRACTOR shall immediately notify the ENGINEER. The ENGINEER will then make such correction and interpretations as may be necessary for fulfilling the intent of the plans and specifications.

The CONTRACTOR will be supplied with a minimum of two sets of approved plans and contract assemblies including special provisions, one set of which the CONTRACTOR shall keep available on the work site at all times.

The CONTRACTOR shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the ENGINEER, inspectors, and other contractors in every way possible.

2026 SUMMARY OF REVISIONS

City of Bismarck Construction Specifications for Municipal Public Works Improvements

The City of Bismarck has revised the Construction Specifications for Municipal Public Works Improvements for 2026.

The following is a list of specification sections and standard plates that have significant revisions. Specification numbers listed below are the numbers in the 2026 revision, which may not correspond to the previous version. Other sections have been revised for clarity, formatting, or other minor revisions. If further explanation of any revisions is required, please contact the City of Bismarck Engineering Department. Specifications with revisions highlighted are available on the City website at:
www.bismarcknd.gov/Engineering

GENERAL

- Measurement and Payment subsections were revised to refer Section 107 with additional specific requirements
- Bid item list revised for simplicity and clarity

DIVISION 100 - GENERAL PROVISIONS

Section 101 - Abbreviations and Definitions

- 3 - Added definitions

Section 102 - Bidding and Contract Documents

- 2 - Added specification for Online Bidding, previously a special provision
- 9 - Added specification for Supply of Materials

Section 104 - Control of Work

- 2 - Added specification for Online Project Management, previously a special provision
- 7 - Revised Contractor's Responsibilities to include open communication and added specification regarding damage caused by public traffic.

Section 105 - Legal Relationships and Responsibilities

- 4 - Added specification for Access requirements during construction

Section 107 - Measurement and Payment

- 1 - Added general specification regarding measurement and payment
- 2 - Clarification on retainage held on change orders and release of retainage

DIVISION 200 - EARTHWORK

Section 202 – Excavation and Embankment

- 3.11 – Clarified Tolerances to include portions removed from previous section(s)

Section 205 – Erosion and Sediment Control

- 2.9 – Added approved Inlet Filter

DIVISION 300 – BASE COURSES

Section 301 – Sand Subbase

- Section Removed – No longer in use

Section 303 – Cement Stabilized Subgrade

- 3.5 – Added specification for Pulverization, previously Special Provision

DIVISION 400 – FLEXIBLE PAVEMENT

Section 402 – Bituminous Prime and Tack Coat

- 2.2 – Removed SS-1 as acceptable tack coat oil

Section 403 – Bituminous Seal

- 2.2 – Revised to refer Gradation requirements to NDDOT specifications

Section 404 – Scrub Seal

- Added, previously Special Provision

Section 405 – Fog Seal

- Added, previously Special Provision

Section 406 – Milling Pavement Surface

- Previously Section 404
- 3 – Revised to state millings shall become property of Contractor

Section 407 – Crack Treatments

- Previously Section 405

Section 408 – Asphalt Removal

- Previously Section 406

DIVISION 500 – RIGID PAVEMENT

Section 501 – Portland Cement Concrete Pavement

- 3.23 – Revised Random Crack Seal requirements
- 3.27 – Added Concrete Removal requirements
- 3.28 – Added Uncontrolled Cracking Specification

DIVISION 600 – CONCRETE SIDEWALKS, DRIVEWAYS, AND CURB AND GUTTER

General

- Moved all concrete removal items to Section 501

Section 601 – Concrete Sidewalks

- 3.9 – Added requirement for “T” posts on ADA ramps
- 3.13 – Added Uncontrolled Cracking Specification

Section 602 – Concrete Driveways

- 3.12 – Added Uncontrolled Cracking Specification

Section 603 – Concrete Curb and Combined Curb and Gutter

- 4.12 – Added Uncontrolled Cracking Specification

DIVISION 800 - SEWERS

Section 801 - Sanitary Sewer

- 3.4 – Added requirement for sanitary service wyes
- 3.5 – Clarified backfill surface maintenance requirements
- 3.10 – Added complete backfill requirement for leakage tests
- 3.11 – Added complete backfill requirement for televising

Section 802 - Storm Sewer

- 3.5 – Revised In-Line cleanouts to be made with 2-way tee in lieu of wye
- 3.12 – Revised riprap grout requirements at end of FES
- 3.13 – Added requirement for flush and televise of storm sewer

DIVISION 900 - WATER DISTRIBUTION

Section 901 - Watermain

- 2.7 – Added requirement for 14” and larger gate valves have beveled gear actuators
- 3.6 - Added requirement that corporation stops be closed and left in place when used for testing and/or flushing

DIVISION 1000 - ELECTRICAL

Section 1002 – Underground Circuits

- 3.2 – Added requirement for bored conduits to be installed 12” behind curb

Sections 1004 - Streetlight Units

- 2.2a, 2.3a, 2.4a, 2.5a – Added approved manufacturer and model: Traditional Concrete, Inc

- 2.6a, 2.7a – Revised model number for Millerbernd Manufacturing
- 2.8 – Revised requirement for splice connectors

DIVISION 1200 - MISCELLANEOUS CONSTRUCTION

Section 1202 - Seeding

- 2.1 – Corrected error in Class IV seed mix

Section 1205 - Manholes and Inlets

- 2.4 – Revised elevation datum from NGVD29 to NGVD88

Section 1206 - Casting and Adjustment

- 2.3 – Revised grate model number for Beehive castings
- 3.7 – Revised casting adjustment requirements

Section 1209 - Sanitary Sewer and Water Service Connections

- 2.9 & 2.10 – Clarified requirements for tapping sleeves and saddles

Section 1210 – Pavement Marking

Section revised and updated

STANDARD DETAILS

The following Standard Details have been revised (drawings with revisions highlighted are available on the City of Bismarck website):

- 200 - 1
- 600 - 15,16,19
- 802 - 3
- 1003 - 1,2,5
- 1004 - 1,2
- 1205 - 2,6,7,18
- 1206 - 1,2

SPECIAL PROVISIONS

SPECIAL PROVISION NO. 1 Project Schedule

The CONTRACTOR shall have all work substantially completed no later than December 18, 2026, and fully completed no later than December 31, 2026. For this project, substantial completion will include all improvements being installed, operational, and available for use by the OWNER. Final completion will include all final calibrations, adjustments, site cleanup, etc.

CONTRACTOR shall have an additional interim completion date of 1 calendar day to reinstate the fuel dispensing system after any disruptions or modifications to the existing dispensers.

If the CONTRACTOR fails to complete the work within this time or such additional time as has been granted for excusable delays, there shall be deducted from any money due the CONTRACTOR liquidated damages per Section 106-3 and the below special provisions for each calendar day that the completion of the work is delayed beyond any interim, substantial, or final completion date. Such deduction amounts shall be charged as liquidated damages and not as a penalty.

SPECIAL PROVISION NO. 2 Concrete Pad with Bollards

The existing aggregate in the location of the concrete pad is anticipated to provide adequate base material for placement of concrete pad. Prior to placing concrete, CONTRACTOR shall condition, level, and compact the existing aggregate as needed for concrete installation, incidental to the concrete installation.

In conjunction with the installation of the concrete pad, CONTRACTOR shall install bollards as shown in the plans and details. Bollards shall be 6" diameter standard cold rolled steel pipe, placed 12" edge to edge with the pad, and spaced approximately 4' on center. Bollards shall have a minimum embedment below surface of pad of 60" and a minimum height above the concrete slab of 42". Provide and install yellow bollard sleeves with a minimum of two 1.5" wide red reflective tape strips. Excavation and installation of complete bollards shall be incidental to the concrete pad installation.

The CONTRACTOR shall provide a minimum 12-inch-thick concrete pad for placement of the new above ground fuel tank. Concrete shall conform to Section 501 of the standard specifications and as shown on the plans. Concrete slab shall be a minimum of 4,000 PSI concrete and include a minimum of two double mats of #5 rebar, spaced 8" O.C. each way and a minimum 2" from verticals surfaces. The rebar mats shall be placed vertically

a minimum of 2" from bottom and top surfaces of the concrete with a minimum of 6" between mats. Construct mats with 12" diameter block outs for bollard placement. Increase concrete thickness and/or amount of rebar if required by tank manufacturer, incidental to the price bid.

Measurement for payment shall be made at the Lump Sum (LS) price bid for non-standard item "NS No. 1 – Concrete Pad", and as per Section 107-1.

SPECIAL PROVISION NO. 3

Fuel Tank

CONTRACTOR shall supply and install a minimum 12,500-gallon UL-2085 Fireguard Aboveground Storage Tank (AST) fuel tank. Tank shall have a maximum outside diameter of 13 feet. Tank supplier shall confirm concrete pad design and provide CONTRACTOR with any required modifications for supporting the AST. AST shall be bedded and anchored to concrete pad per manufacturer's recommendations and requirements.

New AST shall be configured similar to existing ASTs on site. New AST shall be compatible with the existing Automatic Tank Gauging (ATG) system, Franklin Fueling EVO, located in the existing wash bay building. All AST piping and installation shall be compatible with existing Flex Loop System by OPW Fueling.

Provide and install a new filling box on existing fuel tank pad, adjacent to existing capped 2" filling piping. Provide and install new 2" underground filling piping as required between new filling box and new fuel tank. Provide an overfill alarm and circuitry from the new tank to the new filling box. Route all filling pipes adjacent to the new distribution pipe chase.

All equipment and programing, whether specifically listed within these special provisions or not, required to provide a fully functional diesel tank, fill piping, overflow alarm, distribution piping, etc. shall be included in the price bid for non-standard item No. 2.

Measurement for payment shall be made at the Lump Sum (LS) price bid for "NS No. 2 – AST Fuel Tank" and as per Section 107-1.

SPECIAL PROVISION NO. 4

Fuel Dispensing Equipment

CONTRACTOR shall provide and install the dispensing and ancillary equipment that is compatible with existing Wayne fuel dispensing equipment with direct pump control for - the Petro Vend Fuel Island Terminals.

CONTRACTOR shall modify and change equipment as required in the plans and these specifications as part of the Lump Sum price bid for Dispensing Equipment. The existing

clear diesel tank shall have all product relocated to the new AST. The existing 19,500-gallon clear diesel tank and piping shall be converted for gasoline usage. All ancillary modifications shall be included.

CONTRACTOR shall relocate the existing clear diesel dispensers as shown on the plans and connect to the new clear diesel piping. CONTRACTOR shall install new gasoline dispensers, piping, and related equipment as shown on the plans, perform all required connections, and ensure full operation.

All equipment, labor, and programming, whether specifically listed within these special provisions or not, required to provide fully functional gasoline and diesel dispensing systems shall be included in the price bid for non-standard item No. 3. All listed items and quantities are approximate, not necessarily fully inclusive, and shall be verified, provided, and installed by the CONTRACTOR:

Quantity	Unit	Description
2	EA	Wayne 3/G7242 dispensers
2	EA	Wayne 3/G7232D UHC dispensers
1	EA	Remote fill/vapor box and hardware
1	EA	2 hp variable submersible pumps
1	EA	Overfill prevention valves
1	EA	Anti-siphon valves
4	EA	Impact shear valves
1	EA	2" external fire valves
1	EA	Morrison 1619 mechanical tank gauges
1	EA	OPW transition sump
1	EA	Franklin Fueling Flex Probe
1	EA	FE Petro ELLD transducer
5	EA	FMP-ULS liquid sensors
1	EA	2-wire EVO module
450	LF	1.5" OPW FlexWorks double walled piping
200	LF	4" OPW corrugated pipe chase
12	EA	Bolt-on piping connection flanges
4	EA	3/4" nozzle, swivel, safety break assemblies
4	EA	3/4" x 9' hoses
4	EA	1" 7H high flow diesel nozzles, swivel, safety break assemblies
4	EA	1" x 20' hoses
1	LS	Tank venting and all other equipment as needed

Install a single, yellow colored, 14 AWG Tracer Wire in a minimum 1" diameter conduit with all new underground piping, chases, or circuitry. Tracer wire(s) shall be continuous and un-spliced between terminations. Tracer wire(s) shall be terminated above ground adjacent to existing or new concrete pads or sumps. Ground all tracer wires at each end of run.

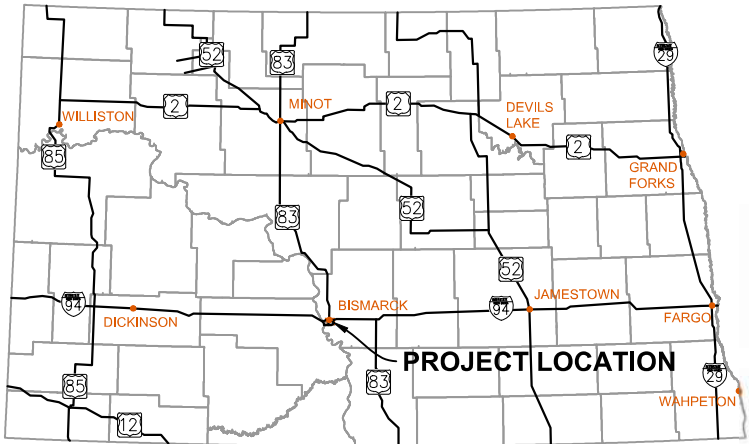
All dispensing equipment shall be compatible with the existing fuel dispensing system. All dispensing equipment shall be installed, tested, fully operational, and ready for use by the OWNER by the substantial completion date.

Measurement for payment shall be made at the Lump Sum (LS) price bid for “NS No. 3 – Dispensing Equipment”, and as per Section 107-1.

SPECIAL PROVISION NO. 5
Coordination with Public Works

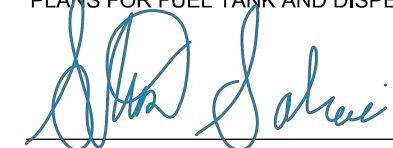
CONTRACTOR shall coordinate all installations, modifications, and access to existing facilities with Justin Neshem, Public Works Service Operations Fleet Purchasing Coordinator, 701-355-1712. CONTRACTOR shall notify public works a minimum of 2 calendar days prior to any disruptions to the existing fuel dispensing system, any testing of new or modified dispensing components, or in advance of any required fuel filling or deliveries.

**FUEL TANK & DISPENSER UPGRADES
FACILITY IMPROVEMENT PROJECT 2026-2
CITY OF BISMARCK PUBLIC WORKS DEPARTMENT
BISMARCK, NORTH DAKOTA
MAY, 2026**



STATE OF NORTH DAKOTA

APPROVAL OF CITY
I, STEVE SALWEI, P.E., DIRECTOR OF SERVICE OPERATIONS FOR THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE THESE PLANS FOR FUEL TANK AND DISPENSER UPGRADES.


STEVE SALWEI
DIRECTOR OF SERVICE OPERATIONS,
BISMARCK, NORTH DAKOTA

BISMARCK NORTH DAKOTA



VICINITY MAP
NO SCALE

INDEX OF SHEETS

C0.0	COVER SHEET
C1.0	SITE LAYOUT

CERTIFICATION
I HEREBY CERTIFY THAT THE ATTACHED PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH DAKOTA.



DATE: _____

ONE CALL
BEFORE DIGGING
1-800-795-0555

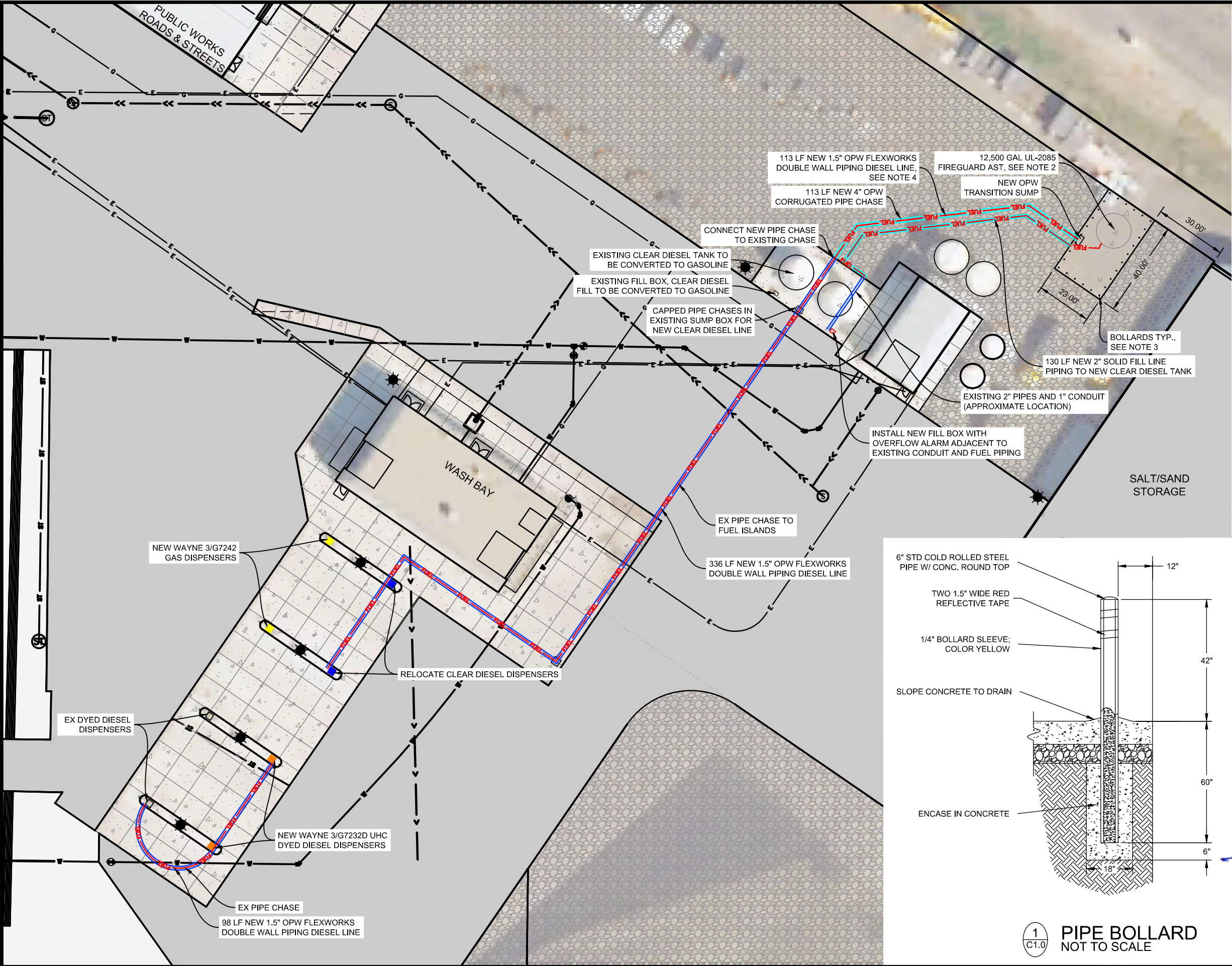
BASIS OF SURVEY
ALL CONTOURS, ELEVATIONS, AND COORDINATES FOR THE PROJECT ARE BASED ON NAD83 (2011) STATE PLANE COORDINATE SYSTEM (BURLEIGH COUNTY GROUND SCALE FACTOR), NORTH DAKOTA SOUTH ZONE 3302, GEOID 12B (CONUS), AND NGVD 29 (INTERNATIONAL FEET).

CITY OF BISMARCK
PO BOX 5503
601 S 26TH STREET
BISMARCK, ND 58504
PH: 701.355.1700
www.bismarcknd.gov

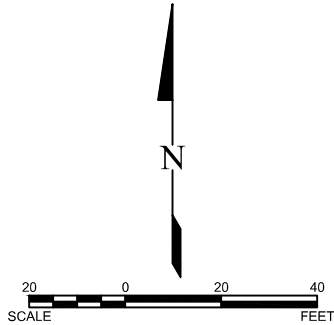
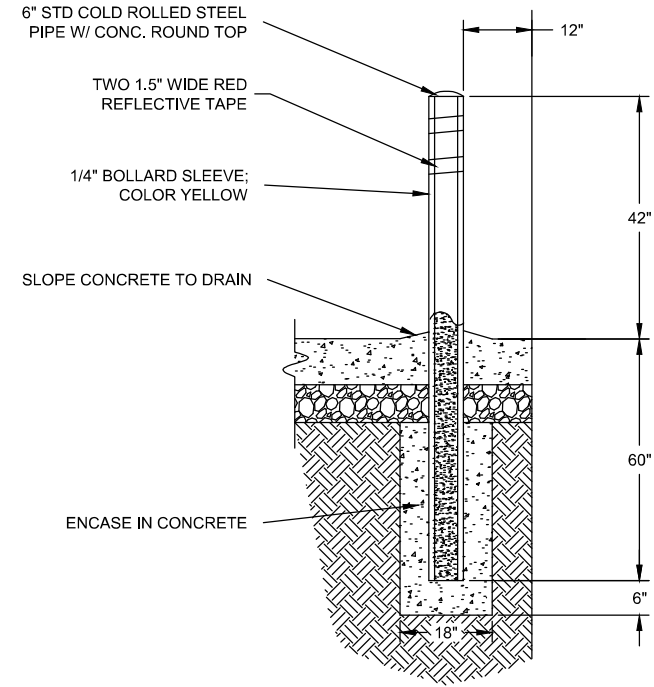
400 E BROADWAY AVE, SUITE 600
BISMARCK, ND 58501
PH: 701.355.8400
www.kljeng.com

KLJ PROJECT NO. 2024-01126.3





- NOTES:
1. REPLACE ANY REMOVED OR DAMAGED CONCRETE TO MATCH EXISTING PAVEMENT SECTION.
 2. FOR 12,500 GAL TANK PROVIDE A MINIMUM 12" THICK 40' X 23' SLAB WITH DOUBLE MAT #5 REBAR 8" O.C. EACH WAY OR THICKER IF SPECIFIED BY TANK MANUFACTURER.
 3. BOLLARDS SPACED 12" FROM EDGE OF CONCRETE TO EDGE OF BOLLARD AND APPROXIMATELY 4' APART. SEE DETAIL 1/C1.0
 4. INSTALL TRACER WIRE FOR LOCATING UNDERGROUND PIPING. PROVIDE TERMINATIONS AT EDGES OF CONCRETE.
 5. THE PROPOSED PLAN SHEET IS INTENDED AS A GENERAL LAYOUT DEPICTING THE APPROXIMATE SYSTEM LOCATION. THE DETAILED DESIGN, MATERIAL/EQUIPMENT SELECTION, AND INSTALLATION SHALL BE PROVIDED BY OTHERS INCLUDING DETERMINATION OF APPLICABLE CODES.



1
C1.0 PIPE BOLLARD
NOT TO SCALE



NO.	DATE	REVISION

DRAFTED BJN
REVIEWED BJK
PROJECT NUMBER 2024-01126.3
ISSUE DATE 5/26/2026

FUEL TANK & DISPENSER UPGRADES
CITY OF BISMARCK PUBLIC WORKS DEPARTMENT
BISMARCK, NORTH DAKOTA

SITE LAYOUT

SHEET
C1.0

CITY OF BISMARCK - ENGINEERING DEPT.
Facility Improvement Project No. 2026 - 2

Engineer's Estimate

Created: 5/29/2026

Revised:

Project Manager: Mike Greer



Unit 1 Fuel Tank and Dispenser Upgrades

Item	Code	Item Description	UofM	Qty	Unit Price	Extension
1	NS-01	CONCRETE PAD	LS	1	\$ 85,000.00	\$ 85,000.00
2	NS-02	AST FUEL TANK	LS	1	\$ 105,000.00	\$ 105,000.00
3	NS-03	DISPENSING EQUIPMENT	LS	1	\$ 310,000.00	\$ 310,000.00

Unit 1 Total Estimated Construction Cost \$ 500,000.00

Project Total Estimated Construction Cost \$ 500,000.00

Construction Contingency \$ 50,000.00

Project Total Estimated Construction Cost and Contingency \$ 550,000.00

10% Engineering Fees \$ 55,000.00

PROJECT TOTAL \$ 605,000.00



Public Works Utility Operations

DATE: July 14, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: Architectural Services for the Water Treatment Plant Sludge Building Reroof

REQUEST:

Award architectural services for the Water Treatment Plant (WTP) Sludge Building Reproof Project to The Origin Group for \$24,750.00.

BACKGROUND INFORMATION:

A Request for Qualifications (RFQ) for Architectural Services was published in April 2026. The City received three submissions in response to the RFQ. A three (3) panel committee reviewed the submitted qualifications of the firms and selected The Origin Group to provide consulting services for design, contract document preparation, bidding and contract administration for the WTP Sludge Building Reroof Project. The contract amount for Phase 1 Design Services is \$24,750 which includes 10 percent owner contingency. The RFQ, rating sheet, and draft agreement are attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve contract for Phase 1 Design Services for the WTP Sludge Building Reroof Project to The Origin Group.

STAFF CONTACT INFORMATION:

Michael Mart, Public Works Utility Operations Director, 701-355-1704, mmart@bismarcknd.gov

ATTACHMENTS:

1. WTP Reroof 040926 RFQ
2. Rating for WTP Sludge Reroof Architect
3. WTP Sludge Plant Reroof Agreement_B101-2017

City of Bismarck Public Works Department

REQUEST FOR QUALIFICATIONS

for

ARCHITECTURAL SERVICES

Water Treatment Sludge Plant Re-Roof

The City of Bismarck (City) Public Works Department is accepting written qualifications from professional architectural firms for the following:

The City of Bismarck has identified a need to re-roof Sludge Plant building at Water Treatment facility. A study of the moisture infiltration into the current roof system will be necessary to ensure long term health of the new roofing. The successful applicant will provide consulting services for design, contract documents preparation, bidding and contract administration for Water treatment Sludge Plant located at 615 River Rd, Bismarck ND 58504.

SITE VISIT: 10:00 AM on Thursday, April 29, 2026

A site visit will be held at Sludge Plant Building. Please park on the north side of the Sludge building.

QUALIFICATIONS STATEMENTS DUE: 3:00 PM on Thursday, May 7th, 2026

Submit six (3) hard copies and one digital copy of proposal to:

Mail or deliver documents:

Public Works Service Operations

Attn: Tory Otto, Facilities Manager

601 South 26th Street, Bismarck ND 58504

Written proposals shall address the firm's experience and ability to perform the defined services in a timely manner. Written proposals shall be limited to a maximum of 20 single-sided or 10 double-sided pages on standard letter (8-1/2x11) paper. The primary items for consideration will be, but not limited to, the firm's:

1. Technical capabilities of Firm and of proposed project team
2. Experience and performance of Firm and of proposed project team
3. Understanding of project and proposed work approach

4. Knowledge of regulations and local conditions
5. Ability to respond in a timely manner
6. Availability of qualified personnel.
7. Experience with similar type of projects.

The architect will be selected based upon Statements of Qualification. A selection committee will rank the proposals and recommend a single firm to the Board of City Commissioners. A detailed scope of work will be developed, and price will be negotiated with the selected firm. Failure to reach an agreement acceptable to the City of Bismarck will result in negotiation with the second most qualified firm. A professional services agreement will be executed with a single firm. The City reserves the right to reject any or all proposals or inquiries, waive any informality in the process or to accept any response it may deem to be in the best interest of the City.

**RATING SHEET FOR SELECTION OF
WTP SLUDGE PLANT REROOF ARCHITECHT**

FIRM	CM 1	CM 2	CM 3	Total	Rank
BARTLETT & WEST	5.40	5.23	5.57	16.20	3
EAPC ARCHITECTS ENGINEERS	7.60	7.60	7.60	22.80	2
THE ORIGIN GROUP	9.20	9.48	9.48	28.17	1

FIRM	CM 1	CM 2	CM 3	Total	Rank
BARTLETT & WEST	3	3	3	9	3
EAPC ARCHITECTS ENGINEERS	2	2	2	6	2
THE ORIGIN GROUP	1	1	1	3	1

 AIA® Document B101® – 2017**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Thirtieth day of June in the year Two Thousand Twenty-Six.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Public Works Utility Operations
Attn: Amber Araujo
601 South 26th Street
Bismarck, ND 58504
(701) 355-1700

and the Architect:

(Name, legal status, address and other information)

EngTech, LLC dba The Origin Group
4207 Boulder Ridge Road, Suite 225
Bismarck, North Dakota 58503
(701) 258-7077

for the following Project:

(Name, location and detailed description)

City of Bismarck - Water Treatment Sludge Plant Re-Roof
615 River Rd
Bismarck, ND 58504

Replacement of Roof Area A, approximately 85 feet by 90 feet. Design documents will also include alternate bid options for Roof Areas B, C, and D. Design services include a forensic evaluation of the existing adhered EPDM roofing system over adhered insulation and a precast concrete deck to identify the causes of past and current roof failures. The design team will evaluate replacement roof assembly options for Owner consideration and prepare construction documents and bidding services for the selected system.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Replace Roof Area A, approximately 85 feet by 90 feet. This is the portion of roof located over the Gravity Thickener Area and the associated mechanical rooms, storage areas, locker rooms, control room, and stairs.
Roof Areas B, C, and D are to be designed and bid as alternates.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Roof Area A, approximately 85 feet by 90 feet, is part of a building addition that was designed and constructed between approximately 2005-2007. The facility consists of 4 separate roof areas. The entire building is approximately 175'-4" x 132'-8". The existing makeup of the roof systems vary in composition. The roof substrate consists of concrete double-tees.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$550,000 total project cost including A/E fees

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 Start: July 2026 (following commission approval)

Phase 1 Completion: December 31, 2026

Phase 2 Construction Observation: TBD, Amend agreement timeline following bidding.

.2 Construction commencement date:

TBD after bidding;

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Jared Curl
Public Works Utility Operations
601 South 26th Street
Bismarck North Dakota, 58504
701-355-1700
jcurl@bismarcknd.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable

.2 Civil Engineer:

Not Applicable

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Trevor Huffaker, AIA

EngTech, LLC dba The Origin Group
4207 Boulder Ridge Road, Suite 225
Bismarck, North Dakota 58503
(701) 258-7077
Trevor@TheOriginGroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not Applicable

.2 Mechanical Engineer:

Not Applicable

.3 Electrical Engineer:

Not Applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.0) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and

- .4 interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and

Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided

§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Not Provided
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided
		Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not Applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not

proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Operational testing, performance verification, and/or air balancing services necessary to confirm that building systems are functioning in accordance with their intended design.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Five (5) visits to the site by the Architect during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be

compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Deleted

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services

for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Deleted

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates

this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Negotiable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Lump Sum Fee – Twenty-Two Thousand Five Hundred Dollars (\$22,500)

Reference Exhibit A for detailed scope of work

Phase 1 Design Services - \$22,500 Lump Sum Fee

1. Forensic Evaluation of Roof Failure
2. Architectural Design / Construction Documents
3. Bidding Assistance
4. Deliverables

Phase 2 Construction Services – Scope and Fee to be determined following bidding

5. Contract Administration/Construction Observation

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At hourly billing rates or mutually agreed upon fixed fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At hourly billing rates or mutually agreed upon fixed fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

At hourly billing rates or mutually agreed upon fixed fee.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase (Not Provided)	Zero percent (0 %)
Design Development Phase (Not Provided)	Zero percent (0 %)
Construction Documents Phase	One Hundred percent (100 %)
Construction Phase	Zero percent (0 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Engineer / Architect	\$200.00 / hr
Project Designer	\$150.00 / hr
Admin / Intern	\$75.00 / hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one-half percent (1 1/2%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Not Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibit A, Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Michael Mart, Director of Utility
Operations

(Printed name and title)

ARCHITECT *(Signature)*

BY: Trevor Huffaker, President, (Architect
#2805)

(Printed name, title, and license number if required)

Professional services for the roof replacement project include a forensic evaluation of the existing roofing systems to identify the root causes of recurring failures, document current conditions, assess remaining service life across all roof areas, and identify replacement roof assembly options for consideration.

The evaluation will consider roofing materials, structural substrate conditions, moisture intrusion sources, building operations, and environmental factors, along with a review of available documentation and field observations. We will investigate potential interior moisture sources, specifically looking at inconsistencies in how the precast deck joints were sealed between the high-humidity tank areas and standard support spaces. We will also assess the condition of adjacent roofing sections, including the higher-elevation north and south roofs and the deteriorating ballast roof to the west. This comprehensive view allows us to help determine if proactive maintenance or replacement for those areas should be integrated into this project to maximize efficiency and optimize the budget. A detailed scope of services is provided below:

PROPOSED FEE

Phase 1 Design Services - \$22,500 Lump Sum Fee

1. Forensic Evaluation of Roof Failure
2. Architectural Design / Construction Documents
3. Bidding Assistance
4. Deliverables

Phase 2 Construction Services - \$7,500 Lump Sum

5. Contract Administration/Construction Observation
 - Fee amount can be re-evaluated after bidding to confirm scope.
 - Additional site visits beyond what is listed can be performed at \$500 per visit.

SCOPE OF WORK – SPECIFIC

1. Forensic Evaluation of Roof Failure

- a. Site visit to investigate interior and exterior building conditions.
- b. Review correspondence / information available from the Versico roof inspection from 2024.
- c. Coordinate roof cores/patching to verify the roof system (All cost included in the lump sum).
- d. Evaluate results of roof cores and existing roof system.
- e. Evaluate existing HVAC system design. Operations testing, confirmation, and/or air-balancing may be required to confirm system is operating properly.
- f. Meeting to present findings, discuss roof replacement options, and discuss phasing/alternates.

2. Architectural Design / Construction Documents

- a. Site visit to review and document current roof conditions.
- b. Review and coordinate design / details with existing drawings.
- c. Review for compliance with building codes (roof drainage / overflow drains)
- d. Design of roof replacement to follow all building code requirements.
- e. Prepare construction drawings and specifications for bidding.
 - i. Design to include work associated with alternates for Roof Areas B, C, and D.
- f. Finalize plans and details.
- g. Prepare Opinion of Probable Costs (OPC) based on a \$/SF.
- h. In-person meetings with Client to review:
 - i. Scope of work in RFQ and adjacent roof areas.
 - ii. Construction drawings prior to bidding.

3. Bidding Assistance

- a. Coordinate Advertisement for Bid and bidding details with City of Bismarck.
- b. Distribute plans to potential bidders, local, regional, and national plan exchanges.

- c. Respond to any questions during bidding
 - d. Conduct on-site pre-bid meeting
 - e. Prepare and distribute required project addenda.
 - f. Assist with bid opening and tabulate bidding results.
 - g. Prepare contractor bid recommendation and notice to proceed.
 - h. Prepare Owner-Contractor Agreement
- 4. **Deliverables**
 - a. 100% Construction Drawings and Specification, one printed copy.
 - b. Provide final drawings and specifications in PDF format.
- 5. **Contract Administration/Construction Observation**
 - a. On-site pre-construction kick-off meeting
 - b. On-site visits – up to 5 site visits during construction included in the lump sum fee.
 - i. Additional site visits can be performed at \$500 per visit.
 - ii. Additional site visits can be evaluated based on awarded roofing project, scope, and anticipated construction duration.
 - c. On-site punch list inspection
 - d. Answer contractor questions
 - e. Review shop drawings
 - f. Review and approve contractor Pay Applications.
 - g. Proposal request / change order review and cost checking.
- 6. **Schedule**
 - a. Phase 1 Start: July 2026 (following commission approval)
 - b. Phase 1 Completion: December 31, 2026
 - c. Phase 2 Construction Observation: TBD, Amend agreement following bidding.

CLARIFICATIONS TO SCOPE OF WORK

- 1. Client to provide/coordinate access to the facilities and surrounding area for site inspection.
- 2. Costs associated with testing or inspections beyond a visual assessment and roof coring/patching are excluded from the lump-sum fee. Should additional services be required, The Origin Group will obtain and provide vendor proposals for review and approval prior to proceeding with the work. Anticipated additional scope items may include, but are not limited to:
 - a. Operational testing, performance verification, and/or air balancing services necessary to confirm that building systems are functioning in accordance with their intended design.
- 3. All expenses associated with the Scope of Work above is included in the Lump Sum fee.
- 4. Bid document reproduction at time and material costs and will only be performed at Client's request.

OTHER POTENTIALLY REQUIRED SERVICES (NOT INCLUDED IN SCOPE OF WORK)

- 1. Hazardous materials identification, design, and abatement.
- 2. Additional meetings to discuss findings.
- 3. Additional site visits at the request of Client/Contractor.
- 4. Additional design/coordination if contractor discovers unknown conditions or design required resulting from damage to adjacent materials caused by the contractor.
- 5. Permits and associated plan review fees from authority having jurisdiction to be submitted, obtained and paid for by the contractor.
- 6. Other services not identified in Scope of Work above.





Public Works Utility Operations

DATE: July 14, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: PKG Contracting Change Order No. 6 for WTP GMP7

REQUEST:

Water Treatment Plant (WTP) GMP7 Change Order No. 6 with PKG Contracting Inc. in the amount of -\$31,262.00 and a time extension to September 25, 2026.

BACKGROUND INFORMATION:

The Water Treatment Plant GMP7 is for the Horizontal Collector Well HVAC Replacement project. Change Order No. 6 deducts unused Risk Register Items 1, 3, and 5 totaling \$49,311 and adds \$18,049 to extend ductwork to mitigate cold air short-circuiting preventing AHU 102 from reaching its intended Stage 2 operation; increase air flow to design capacity of AHU 102; and provide cold air at VFD 3. This is a net deduction of \$31,262. The change order also extends the final completion of the project from April 30, 2026 to September 25, 2026. The change order is attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order No. 6 with PKG Contracting Inc in the amount of -\$31,262.00 with time extension to September 25, 2026.

STAFF CONTACT INFORMATION:

Michael Mart, Public Works Utility Operations Director, 701-355-1704, mmart@bismarcknd.gov

ATTACHMENTS:

1. Change Order 2023_WTP_GMP 7_CO6

CHANGE ORDER NO.: 6

		Project No.
Owner:	City of Bismarck	2023-062
Owner's Advisor:	HDR	10371902
Engineer:	HDR	10371902
Construction Manager at Risk:	PKG	2308
Project:	2023 WTP & WWTP CMAR	
Contract Name:	Horizontal Collector Well HVAC Replacement	
Work Authorization:	WA8 - WTP GMP 7 HCW HVAC	
Date Issued:	06/29/2026	Effective Date of Change Order: 06/29/2026

The Contract is modified as follows upon execution of this Change Order:

Reference:

Description:

This deducts unused Risk Register Item Nos. 1, 3, and 5 totaling \$49,311 and adds \$18,049 to extend ductwork to mitigate cold air short circuiting preventing AHU 102 from reaching its intended Stage 2 operation; increase air flow to design capacity of AHU 102; and provide cold air at VFD 3. This is a net deduction of \$31,262. The Final Completion Date is extended from April 30, 2026 to September 25, 2026 for this work.

Attached is proposal from the CMAR showing the additional ductwork and associated cost and time for construction and revised plan sheets 27MH102, 27MH301, and 27MH601.

Attachments:

GMP 7 Risk Register_06252026.pdf

2305GMP5CO06 - Duct Extensions.pdf

GMP7_WA8_WCD1_27MH102_27MH301_27MH601.pdf

Change in Guaranteed Maximum Price

Original Guaranteed Maximum Price this Work Authorization	\$1,335,555.00
Increase from previously approved Change Orders Nos. 1 through 5:	\$21,313.00
Guaranteed Maximum Price prior to this Change Order	\$1,356,868.00
Decrease this Change Order 6:	-\$31,262.00
Guaranteed Maximum Price incorporating this Change Order:	\$1,325,606.00

Change in Contract Times for Work Authorization

- ☐ Work in this Work Authorization has not been designated as a Milestone—CMAR is to complete Work in this Work Authorization so the Work as a whole will reach Substantial Completion by the date designated in the Agreement.
- ☒ Work in this Work Authorization has been designated as a Milestone—The completion dates for this Work Authorization are modified by this Change Order as shown below.

	Original	Previous	Current
Substantial Completion Date	<u>10/1/2025</u>	<u>04/17/2026</u>	<u>04/17/2026</u>
Final Completion Date	<u>11/30/2025</u>	<u>04/30/2026</u>	<u>09/25/2026</u>

Issued by Owner's Advisor

Authorized by Owner

By: Jeremy Smerage 
Title: Senior Construction Manager
Date: 06/29/2026

Recommended by Engineer (if required)

Proposed by CMAR

By: Jeremy Smerage 
Title: Senior Construction Manager
Date: 06/29/2026

Jake Schmidt 
Project Manager
7/6/2026

7/6/2026
HDR Engineering
3231 Greensboro Drive - Suite 200
Bismarck, ND 58503



Attn: Jeremy Smerage, PE

Bismarck WTP - GMP 7 HCW

SUBJECT: Upstairs Duct Extensions

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

We propose to provide labor, equipment and materials necessary to
Extend two ducts to remedy the cold air short circuiting causing Stage 1 and Stage 2 operational issues,
increase the air flow to the design capacity of AHU 102. and provide cold air at the new VFD location.

A.)	1. PKG Labor: (including burden/lodging/per diem)		
	N/A		\$0.00
		<i>Subtotal Section A.1</i>	\$0.00
	2. Material: (including tax):		
	N/A		\$0.00
		<i>Subtotal Section A.2</i>	\$0.00
	3. Equipment: (including fuel/oil/expendables)		
	N/A		\$0.00
		<i>Subtotal Section A.3</i>	\$0.00
	4. Subcontractor Work		
	Lindtech	1 LS	\$16,775.00
		<i>Subtotal Section A.4</i>	\$16,775.00
		<i>Subtotal Section A</i>	\$16,775.00
B.)	1. CMAR Fee		
	6% CMAR Fee - This will increase the overall project fee by the value reflected	\$1,006.50	
		<i>Subtotal Section B</i>	\$1,006.50
C.)	Supplemental Costs:		
	1. Small Tools/Equip. & Expendables (5% of A.1)	\$0.00	
	2. Bonding & Insurance (1.50% of Section A,B) - This will increase the overall bc	\$266.72	
		<i>Subtotal of Section C</i>	\$266.72
		<i>Subtotal of Section A, B, C</i>	\$18,048.22
	TOTAL CHANGE REQUEST.....		\$18,049.00

TOTAL CHANGE IN CONTRACT TIME (working days)

40

Should you need additional information, please do not hesitate to contact me.

System was operational on April 17th. This work will require an extension to fix the issues identified during startup noted in the balancing report. We request Substantial to be extended to June 12th, 2026 and the cost be accessed from Risk Register Item 4 for the Mechanical Contract - \$36,200 unused.

PKG Contracting, Inc.

Jake Schmidt

A handwritten signature in blue ink, appearing to read "Jake Schmidt", is written over a horizontal line.

Project Manager



Lindtech Services

3432 Franklin Avenue | Ste A | Bismarck, North Dakota 58503
701-400-4356

RECIPIENT:

PKG Collaborative, Inc

4301 South University Drive
Fargo, ND 58104

Quote #3457

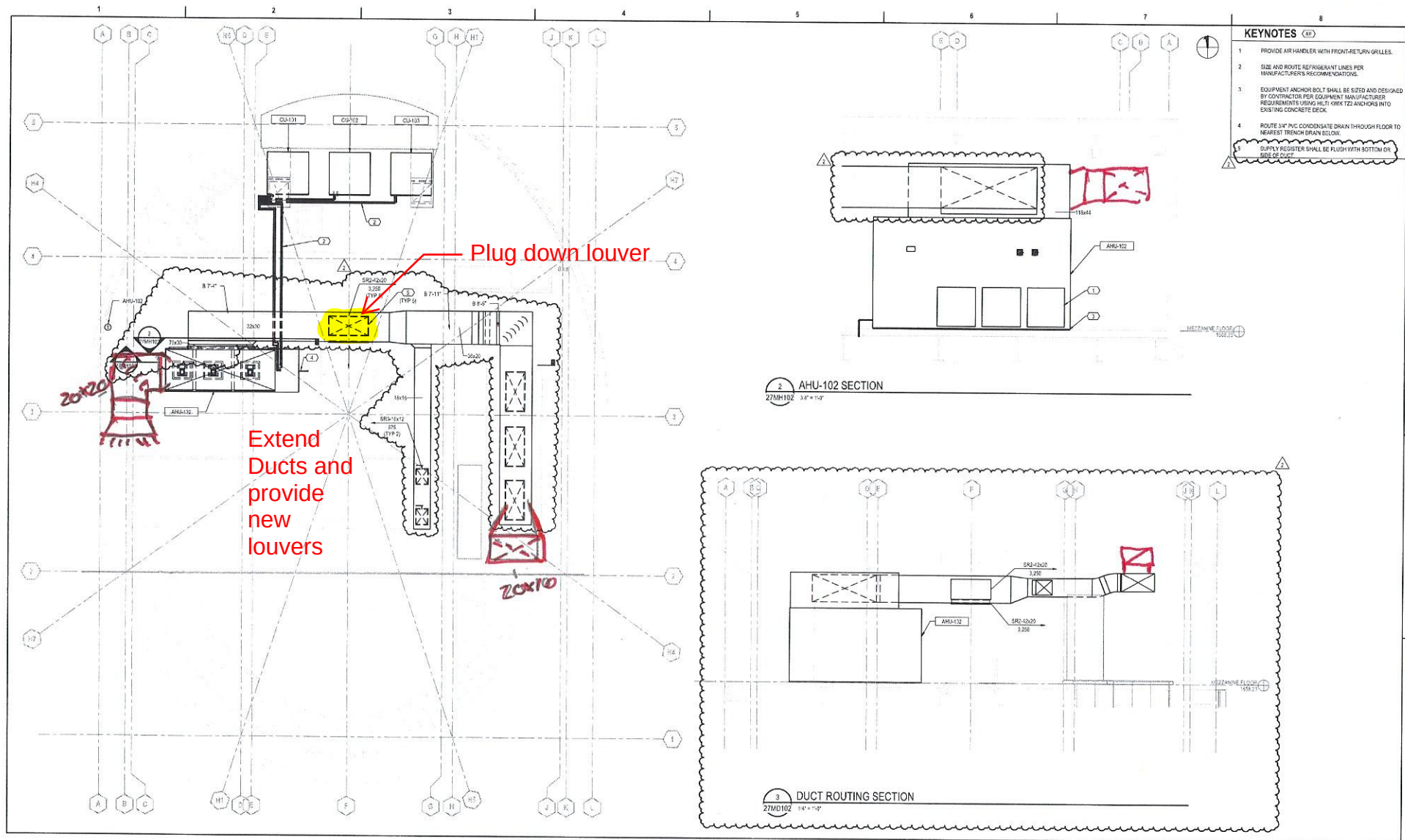
Sent on May 13, 2026

Total \$16,775.00

Product/Service	Description	Qty.	Unit Price	Total
Bid job	GMP7 Ductwork revisions upstairs AHU 102 - This quote is to add 2 registers to ductwork upstairs Would Include - Add supply 90 and 20x20 register - Add supply duct and 10x20 register - Seal new ductwork - Insulate new ductwork - Have test and balancer come rebalance all registers	1	\$16,775.00	\$16,775.00

Total \$16,775.00

This quote is valid for the next 30 days, after which values may be subject to change.



ISSUE	DATE	DESCRIPTION
2	07/01/2025	FIELD ORDER 2
1	07/06/2025	FIELD ORDER 1 REVISED

PROJECT MANAGER	J. HILJUS
Civil	G. YOUNG
STRUCTURAL	G. STELMASZEN
ARCHITECTURAL	B. MCKINLEY
PROCESS	J. HILJUS
MECHANICAL	R. DALRYMPLE
ELECTRICAL	V. P. SEE
INSTRUMENTATION	J. ROBERTSON
PROJECT NUMBER	10371902



WATER TREATMENT PLANT
BISMARCK, NORTH DAKOTA

**HORIZONTAL COLLECTOR WELL
MEZZANINE HVAC PLAN**



FILENAME: 10371902-04-Mech.dwg
SCALE: As indicated

SHEET
27MH102

10371902 Bismarck WTP GMP 7 HCW HVAC Improvements

Date:

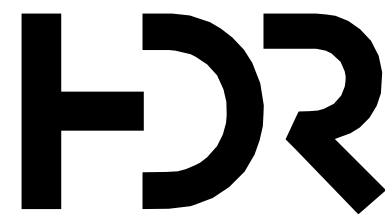
6/25/2026

Work Authorization No. 8 Risk Register

Item No.	Description	Scheduled Value	Type
1	Building Damage for Removal of Temporary Access Panel. Removal and Replace	\$ 4,951.00	Not Used
2	Weather/High River preventing site access	\$ 18,100.00	Contingency
3	Mechanical - Lead Time for HVAC Equipment. Anticipated 28 weeks from Approval	\$ 36,200.00	Not Used
5	Electrical - Access for VFD install. Required removal of second VFD	\$ 8,160.00	Not Used
Total WA 6 CMAR Contingency		\$ 67,411.00	

Total Not Used ==>Owner Contingency	\$ 49,311.00
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3	06/29/2026	WCD 1
2	07/31/2025	FIELD ORDER 2
1	07/30/2025	FIELD ORDER 1 REVISED
ISSUE	DATE	DESCRIPTION

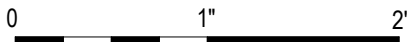
PROJECT MANAGER	J. HILLIUS
CIVIL	G. YOUNG
STRUCTURAL	G. STELMASZEK
ARCHITECTURAL	R. MCKINLEY
PROCESS	J. HILLIUS
MECHANICAL	R. DALRYMPLE
ELECTRICAL	Y. P. SEE
INSTRUMENTATION	J. ROBERTSON
PROJECT NUMBER	10371902



WATER TREATMENT PLANT

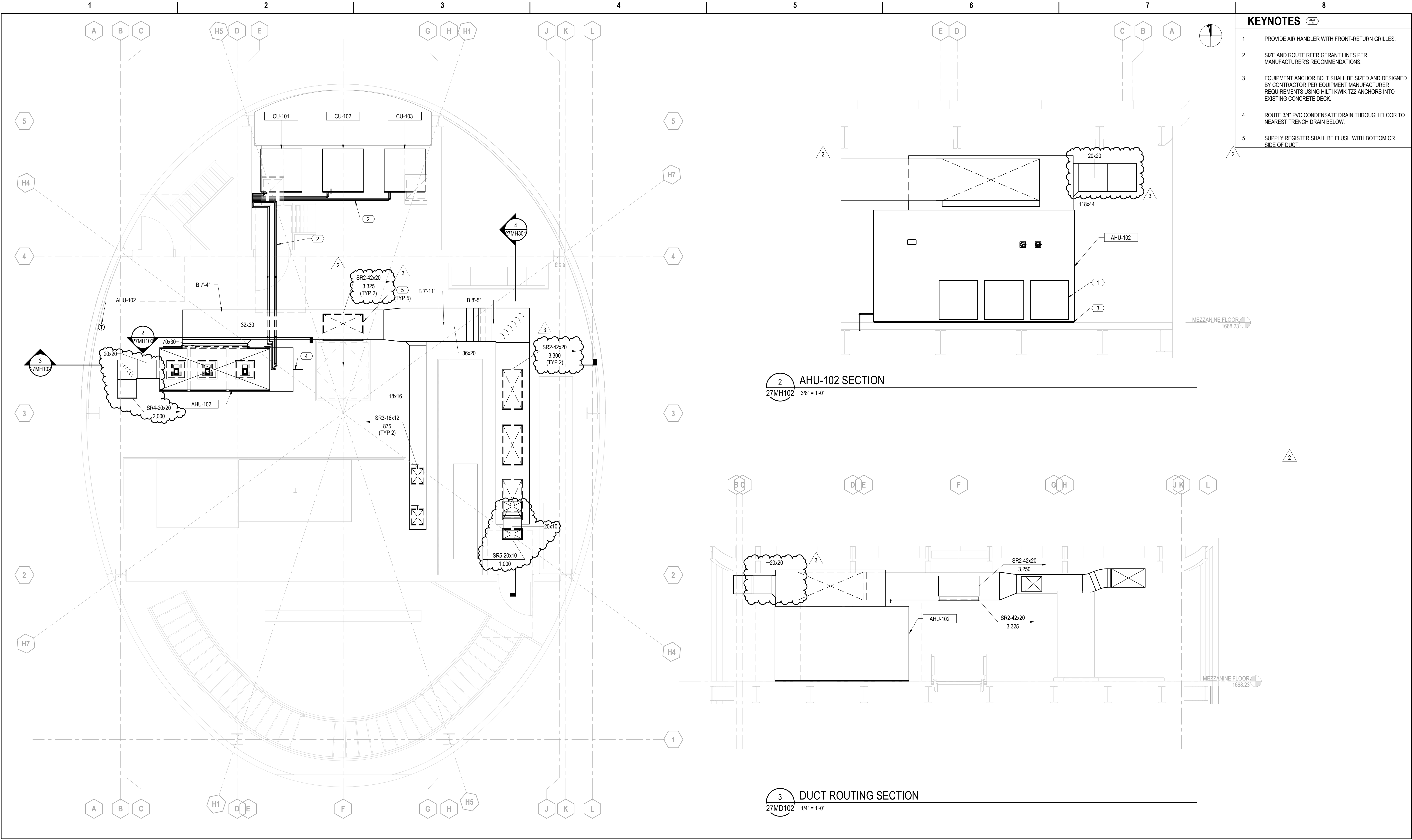
BISMARCK, NORTH DAKOTA

HORIZONTAL COLLECTOR WELL
MEZZANINE HVAC PLAN



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SCALE | As indicated

SHEET
27MH102



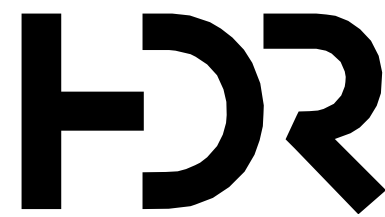
KEYNOTES ##

- 1 PROVIDE AIR HANDLER WITH FRONT-RETURN GRILLES.
- 2 SIZE AND ROUTE REFRIGERANT LINES PER MANUFACTURER'S RECOMMENDATIONS.
- 3 EQUIPMENT ANCHOR BOLT SHALL BE SIZED AND DESIGNED BY CONTRACTOR PER EQUIPMENT MANUFACTURER REQUIREMENTS USING HILTI KWIK T22 ANCHORS INTO EXISTING CONCRETE DECK.
- 4 ROUTE 3/4" PVC CONDENSATE DRAIN THROUGH FLOOR TO NEAREST TRENCH DRAIN BELOW.
- 5 SUPPLY REGISTER SHALL BE FLUSH WITH BOTTOM OR SIDE OF DUCT.

2 AHU-102 SECTION
27MH102 3/8" = 1'-0"

3 DUCT ROUTING SECTION
27MD102 1/4" = 1'-0"

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1	06/29/2026	WCD 1
A	02/18/2025	GMP 7 ISSUED FOR BIDS
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	J. HILLIUS
CIVIL	G. YOUNG
STRUCTURAL	G. STELMASZEK
ARCHITECTURAL	R. MCKINLEY
PROCESS	J. HILLIUS
MECHANICAL	R. DALRYMPLE
ELECTRICAL	Y. P. SEE
INSTRUMENTATION	J. ROBERTSON
PROJECT NUMBER	10371902



WATER TREATMENT PLANT

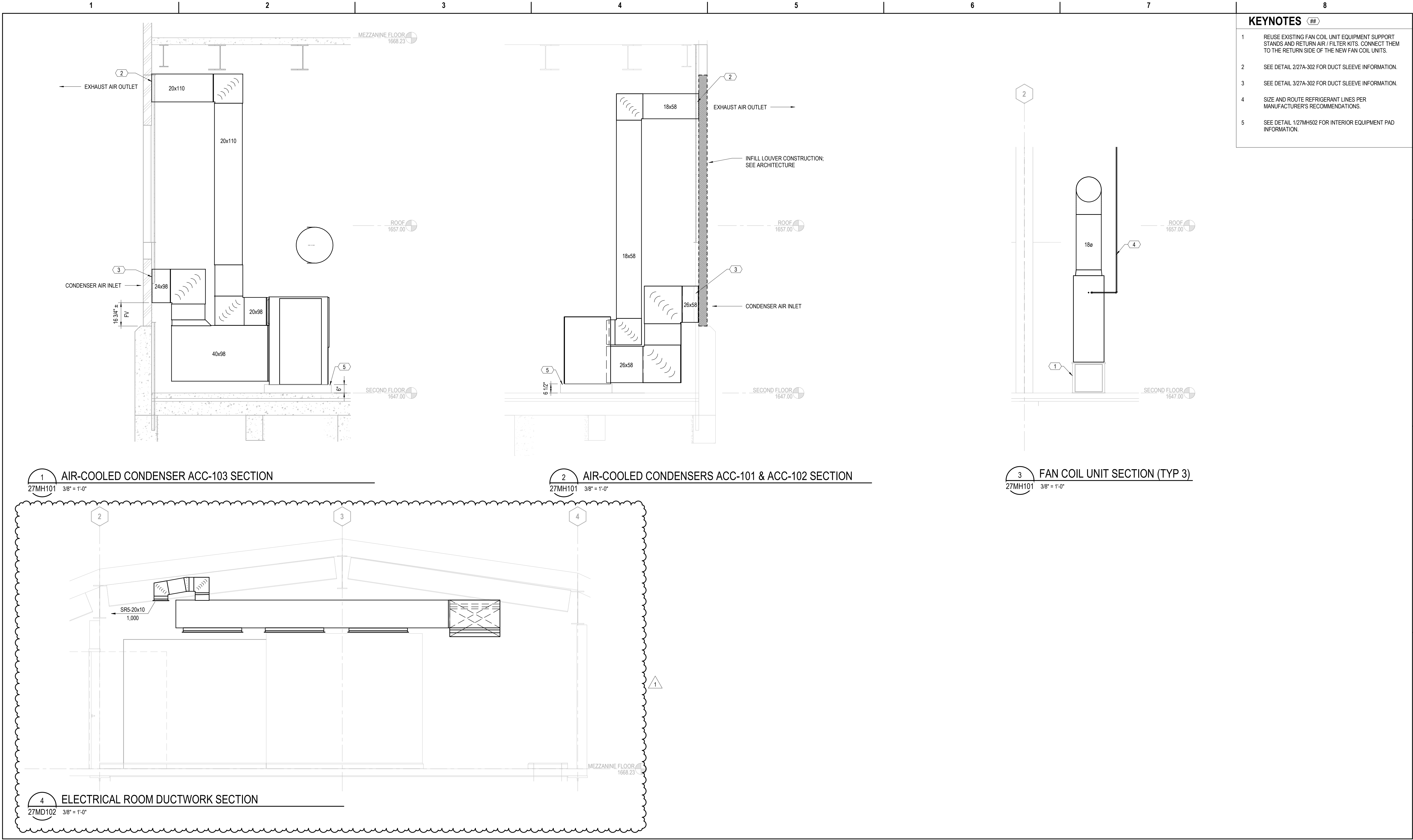
BISMARCK, NORTH DAKOTA

HORIZONTAL COLLECTOR WELL
MECHANICAL SECTIONS

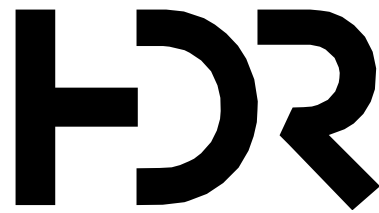


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27MH301



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3	06/29/2026	WCD 1
2	07/31/2026	FIELD ORDER 2
1	07/30/2025	FIELD ORDER 1 REVISED
ISSUE	DATE	DESCRIPTION

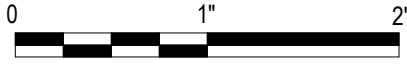
PROJECT MANAGER	J. HILLIUS
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STRUCTURAL	G. STELMASZEK
ARCHITECTURAL	R. MCKINLEY
PROCESS	J. HILLIUS
MECHANICAL	R. DALRYMPLE
ELECTRICAL	Y. P. SEE
INSTRUMENTATION	J. ROBERTSON
PROJECT NUMBER	10371902



WATER TREATMENT PLANT

BISMARCK, NORTH DAKOTA

HORIZONTAL COLLECTOR WELL
MECHANICAL SCHEDULE



FILENAME | 10371902-20-PM.rvt
SCALE

SHEET
27MH601



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Letter of Support for ERE Properties LLC

REQUEST:

Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant ERE Properties LLC.

BACKGROUND INFORMATION:

ERE Properties LLC has applied for a loan from the ND Opportunity Fund Loan Program for the local match of the Flex PACE interest buydown program through the Bank of North Dakota. As part of the approval process from the Lewis and Clark RDC, there is a request from the project's community that states while the project does not qualify for the community's economic development fund, the community does support the project. The City Commission of the City of Bismarck issues this letter of support for the reasons outlined below.

ERE Properties LLC will be purchasing an existing commercial building located at 2000 N 12th St, Bismarck, ND. ERE Properties LLC is the real estate holding company for Midtown Dental Bismarck. The Community buydown amount will be set by the BND, Capital Credit Union, Lewis and Clark Development Group, and ERE Properties LLC upon the loan converting to permanent financing. This financing request is intended to support ERE Properties LLC's acquisition of an existing commercial building. This building will accommodate Midtown Dental Bismarck's current workforce of 15 full-time and 3 part-time employees and provide capacity for future expansion to approximately 24 personnel.

Midtown Dental Bismarck was purchased by Andrew Schmid in 2018. Midtown Dental Bismarck is a Bismarck-based dental provider who specializes in patient care and using cutting-edge technology. In addition to the business, Andrew hosts a monthly study club meeting with other local dentists in hopes of further improving the level of dental care in the Bismarck community. This helps foster community and support of other dental professionals by creating synergy amongst everyone. Midtown Dental Bismarck provides employees with competitive wages while also taking company trips for continuing education credits. The acquisition of the building will provide Midtown Dental Bismarck with a central location in Bismarck to continue expanding operations, which will support workforce needs while strengthening a currently underutilized building in the City of Bismarck.

RECOMMENDED CITY COMMISSION ACTION:

Provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant ERE Properties LLC.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Letter of Support for JH Commercial, LLC

REQUEST:

Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant JH Commercial LLC.

BACKGROUND INFORMATION:

JH Commercial LLC has applied for a loan through the ND Opportunity Fund Loan Program to provide the local match required for the Flex PACE interest buydown program administered by the Bank of North Dakota (BND). As part of the approval process with the Lewis and Clark Regional Development Council (RDC), a statement of support from the project's community is required, indicating that while the project does not qualify for the community's economic development fund, it does have the community's support. The Bismarck City Commission issues this letter of support for the reasons outlined below.

JH Commercial LLC will be purchasing an existing shop building located at 1701 Battalion St, Bismarck, ND. JH Commercial LLC is the real estate holding company for Hoerner Lawn Service LLC. The community buydown amount will be set by the BND, Bravera Bank, Lewis and Clark Development Group, and JH Commercial LLC upon the loan converting to permanent financing. This financing request is intended to support JH Commercial LLC's acquisition of an existing shop building. This shop will accommodate Hoerner Lawn Service LLC's current workforce of 5–8 full-time seasonal employees and provide capacity for future expansion to approximately 16 personnel.

Hoerner Lawn Service, LLC was started in 2015 and is a Bismarck-based lawn service provider who specializes in residential and commercial landscape maintenance. JH Commercial, LLC is owned by Jordan Hoerner. The company strives to provide an unmatched level of service at a fair price. Hoerner Lawn Service, LLC provides employees higher pay than local competitors while also giving employees a yearly bonus based on how many hours they worked for the company that year. The acquisition of the shop will provide Hoerner Lawn Service, LLC a central location to continue expanding operations which will support workforce needs while strengthening a currently underutilized property in the City of Bismarck.

RECOMMENDED CITY COMMISSION ACTION:

Provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant JH Commercial LLC.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Letter of Support for Zenker Enterprises

REQUEST:

Consider the request to provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant Zenker Enterprises.

BACKGROUND INFORMATION:

Zenker Enterprises has applied for a loan through the ND Opportunity Fund Loan Program to provide the local match required for the Flex PACE interest buydown program administered by the Bank of North Dakota (BND). As part of the approval process with the Lewis and Clark Regional Development Council (RDC), a statement of support from the project's community is required, indicating that while the project does not qualify for the community's economic development fund, it does have the community's support. The Bismarck City Commission issues this letter of support for the reasons outlined below.

Zenker Enterprises will be purchasing an existing building located at 1414 Interstate Loop. Zenker Enterprises is the property holding company for Interstate Laundry. The final purchase price will be set by the BND, Capital Credit Union, Lewis and Clark Development Group, and Zenker Enterprises upon the loan converting to permanent financing. This financing request is intended to support the purchase of the existing building on the property, which totals 9,000 sq. feet. The additional space will allow Interstate Laundry to add 13 additional brand-new high-volume machines. Interstate Laundry estimates that in five years they will add 3 full-time employees (FTE) and 4 part-time employees (PTE), to their current workforce of 1 FTE and 8 PTE.

Interstate Laundry is a Bismarck-based commercial laundry service that provides high-quality laundry services to local Bismarck residents. The purchase of the new space will allow Interstate Laundry to modernize its technology and continue to provide services to medium to large workforce businesses such as restaurants, education, clinics, and salons. New services that will be provided after the purchase will include easier pickup and delivery options. The purchase will strengthen Interstate Laundry's future and generate additional future property tax revenue for the City of Bismarck.

RECOMMENDED CITY COMMISSION ACTION:

Provide a letter of support to the North Dakota Opportunity Fund Loan Program for applicant Zenker Enterprises.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Application for a new Class F1 - Restaurant Full Alcohol License

REQUEST:

Public hearing on an application for a Class F-1 alcohol license by The Landing, LLC (dba) The Landing at 1700 River Road.

BACKGROUND INFORMATION:

The Landing, LLC (dba) The Landing is applying for a class F-1 - Restaurant Alcoholic Beverages license at 1700 River Road.

Class F. To any restaurant applicant for a food and beverage license to sell at retail, subject to the following: Class F-1 - Alcoholic beverages

1. Gross sales of alcoholic beverages may not be greater than 45 percent of total gross sales of food and alcoholic beverages. All Class F license holders shall file with the application for license renewal a copy of their report of food and alcoholic beverage amounts that they have filed with the State of North Dakota for their state alcohol permit for the immediately preceding calendar year prior to renewal. The board of city commissioners may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the commission deems necessary. All sales of alcoholic beverages by Class F licensees must be separately receipted to the customer by cash register receipt and clearly identified as sales of liquor, beer or wine on all receipts.
2. The restaurant complies with state law regarding minors in licensed premises as listed in North Dakota Century Code Title 5.
3. The license is for on-sale only, and off-sale is not permitted. A cessation of business at a licensed location for a period of ninety days or longer shall constitute cause to revoke such license pursuant to section 5-01-09.
4. Once a license has been established at a particular location, the license may not be transferred to another location.
5. Minors are allowed on the licensed premises only as permitted by NDCC Section 5-02-06.

RECOMMENDED CITY COMMISSION ACTION:

Staff recommends approval of the Class F-1 Restaurant Alcoholic Beverages license as presented.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. The Landing Application_Redacted



Phone: 701-355-1300 • Fax: 701-221-6470 • TDD 711
221 N 5th St • Bismarck, ND 58501

LAST REVISED: 4/17/2026

APPLICATION FOR RETAIL ALCOHOL BEVERAGE LICENSE

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

License Type:	☒ New Application	☐ Renewal	☐ Transfer	☐ Relocation
Class A: Nationally Organized Fraternal Order or Club ☐ \$3,725	Class B-1: Operator of the Beverage Concession at the Airport Terminal Building ☐ \$675	Class B-2: Concession at the Bismarck Municipal Country Club ☐ \$675	Class B-3: Commercial passenger vessels on the Missouri River ☐ \$675	Class B-4: Sale of Beer & Wine at the Bismarck Event Center ☐ \$675
Class B-5: Sale of Alcoholic Beverages at Bismarck Parks & Recreation Locations ☐ \$675	Class B-6: Commercial Airline ☐ \$675	Class C-1: Hotel or Motel Full Service ☐ \$3,825	Class C-2: Hotel or Motel ☐ \$1,025	Class D: Sale at Retail of Alcoholic Beverages ☐ \$4,125
Class E: Sale at Retail of Beer Only ☐ \$825	Class F-1: Restaurant - Alcoholic Beverages ☒ \$3,525	Class F-2: Restaurant - Beer & Wine Only ☐ \$1,125	Class G: Catered Retail Alcoholic Beverages ☐ \$675	Class H-1: Domestic Winery ☐ \$825
Class H-2: Domestic Brewery ☐ \$825	Class H-3: Domestic Distillery ☐ \$825	Class I-1: Senior Living Community ☐ \$375	Class I-2: Complimentary ☐ \$375	

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

All Class C-2 license holders shall file with the application for license renewal a report verifying that the value of the alcoholic beverages sold did not exceed the value of the alcoholic beverages given to or otherwise provided to registered customers and their guests.

Location Information:

Legal Business Name: The Landing LLC	Date of Incorporation:	State Business ID Number:
Doing Business As (DBA) Name, if Applicable: The Landing	If out of state corporation, is corporation registered in North Dakota? ☐ Yes ☐ No	
Location Address: 1700 River Road	City: Bismarck	State: ND
Zip: 58504	Phone Number: (701) 306-9887	
Name and Title of Person Completing Form (must be the person listed in ownership information or manager): Michelle Kaufman, Vice President		

Contact Information (Where correspondence is to be sent):

Primary Contact: Michelle Kaufman	Phone Number: (701) 306-9887	Email Address: [REDACTED]
Mailing Address: 1700 River Road	City: Bismarck	State: ND
		Zip: 58504

Manager's Name: Kirsten Heid	Date of Birth: 6/13/77	Percentage of Ownership: [REDACTED]
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Female
Home Address: [REDACTED]	City: Bismarck	Race: White
	State: ND	Zip: 58504
Occupation: Management	Phone Number: [REDACTED]	Title: President
		Email Address: [REDACTED]

List all officers or directors of corporation or partners and percentage of ownership:			
Name: Kirsten Heid		Date of Birth: 6/13/77	Percentage of Ownership: [REDACTED]
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Female	Race: White
Home Address: [REDACTED]		City: Bismarck	State: ND
			Zip: 58504
Occupation: Management	Phone Number: [REDACTED]	Title: President	Email Address: [REDACTED]

Name: Michelle Kaufman		Date of Birth: 07/16/1984	Percentage of Ownership: 20
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Female	Race: White
Home Address: [REDACTED]		City: Bismarck	State: ND
			Zip: 58504
Occupation: Management	Phone Number: [REDACTED]	Title: Vice President	Email Address: [REDACTED]

Name: Stephen Vetter		Date of Birth: 12/19/94	Percentage of Ownership: [REDACTED]
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Male	Race: White
Home Address: [REDACTED]		City: Bismarck	State: ND
			Zip: 58503
Occupation: Management	Phone Number: [REDACTED]	Title: Secretary	Email Address: [REDACTED]

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:		City:	State:
			Zip:
Occupation:	Phone Number:	Title:	Email Address:

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

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

☒ Yes ☐ No

If no, please explain:

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

☒ Yes ☐ No

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

plea agreement attached

3. Does the building meet all state and local sanitation and safety requirements? ☒ Yes ☐ No

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

☐ Yes ☒ No

If yes, please give details:

5. If a new application, has the applicant or any of the persons listed above engaged in the sale or transportation of alcoholic beverages previously?

☒ Yes ☐ No

If yes, please give details:

Owners are members of several other businesses in the Bismarck/Mandan area.

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☒ Yes ☐ No

If yes, please give details:

attached.

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

☐ Yes ☒ No

If yes, please give details:

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

☒ Yes ☐ No

If no, please give details:

Signature:

- ☒ I agree that I will not transfer or sell this license, if granted, without the prior approval of the governing body and in accordance with applicable ordinances.
- ☒ I also agree that should any of the information contained in this application change within the period of the license, if granted, that I will inform city officials immediately and furnish such details as may be requested by such officials concerning any such changes. I also agree that, should there be a change in ownership or management during the period of the license, prior approval of the Board of City Commissioners is required.
- ☒ I further agree that any misrepresentation, false statement or omission in this application shall be grounds for rejection of said application or for revocation or suspension of any license granted.

Michelle Kaufman
Signature of Applicant

5/24/24
Date

Michelle Kaufman
Print Name / Title of Officer

Liquor License Transfers (only use if license is being transferred):

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

Business Name _____

Applicant Business Name _____

Original License Holder Name Printed _____

Transfer Applicant Name Printed _____

Original License Holder Signature _____

Transfer Applicant Signature _____

State of _____

Subscribed and sworn to before me this _____

County of _____

day of _____

Notary Seal

Notary Public _____

My Commission Expires _____

STATE OF NORTH DAKOTA

IN MUNICIPAL COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

City of Bismarck,

Plaintiff,

vs.

Michelle Sue Kaufman,

Defendant.

PLEA AGREEMENT

Case No. BI-2021-CR-01936

Pursuant to the provisions of Rule 43, N.D.R.Crim.P., the undersigned, who is the defendant in the above-entitled action, hereby consents to the arraignment, plea, trial, and imposition of sentence in her absence and waives personal appearance at all stages of the proceedings in the above-entitled action.

I authorize Justin Vinje to appear for me and to enter a plea of guilty or not guilty. If my attorney enters a plea of guilty, I authorize him to establish a factual basis for that plea.

1) I have been informed of the nature of the charge against me and have been informed of the maximum and minimum penalties which the Court may impose. I have also been informed that if I am convicted that the Court may place me on probation subject to terms and conditions which I must obey.

2) I have been informed that I have the right to remain silent and that any statement I make can later be used against me.

3) I have been informed that I have the right to the assistance of a lawyer at each and every stage of the proceedings in this case and have been informed that I have the right to have legal services provided for me at public expense to the extent that I am unable to provide for my defense without due hardship.

4) I have been informed that I have the right to be admitted to reasonable bail.

[Handwritten signature] 1/7/11

5) I have been informed that I have the right to plead not guilty and to persist in that plea and that the law presumes that I am innocent and the prosecution has the burden of proving my guilt by evidence beyond a reasonable doubt before I can be convicted.

6) I have been informed that I have the right to testify at any trial of this action, but that I do not have to testify and the judge or jury cannot draw any unfavorable inference if I choose not to testify, and the prosecutor cannot comment upon my failure to testify.

7) I have been told that if there is a trial of this action, that I have the right to be personally present and to be represented by my attorney and that I have the right to confront the witnesses against me face to face in open court.

8) I have been informed that I have the right to a trial by a jury of twelve persons; I further understand that with the consent of the Court and the prosecuting attorney, I have the right to waive a trial by jury and agree to a trial by the Court. I specifically authorize my attorney to decide whether or not I will request a court trial.

9) I have been informed that if I or one of my attorneys enters a plea of guilty to the charges, there will not be a further trial of any kind and that by pleading guilty I will be giving up nearly all of the foregoing rights and that the Court will enter a judgment finding me guilty of the offenses with which I am charged. I further understand that, unless there is a plea agreement, that if I plead guilty or my attorney pleads guilty for me, the judge may impose any sentence he deems just up to the maximum sentence which can be imposed.

10) With full knowledge of my rights, I respectfully request the Court to allow my attorney to appear for me at all stages of the proceedings, and to permit this action to proceed without requiring my personal appearance or presence.

PLEA AGREEMENT

The defendant and the City of Bismarck hereby enter the following plea agreement:

1. The defendant hereby pleads guilty to the charge of Driving Under the Influence, a Class B misdemeanor.

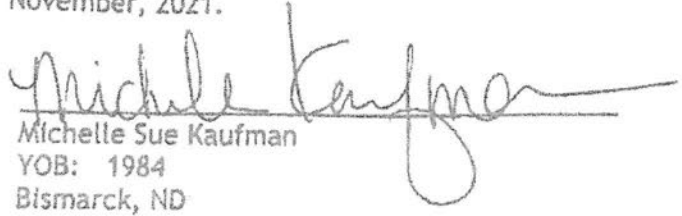
2. The defendant shall pay a fine in the amount of \$500.00 to the Bismarck Municipal Clerk of Court in monthly installments of at least \$75.00 beginning December

15, 2021.

3. The defendant shall be sentenced to ten (10) days in the Burleigh County Detention Center with all ten (10) days suspended for a period of three hundred sixty (360) days of unsupervised probation, contingent upon the following:

- a. The defendant shall pay all fines and fees as directed by the Court;
- b. The defendant shall have no criminal violations during the period of unsupervised probation, three hundred sixty (360) days; and
- c. The defendant shall submit to a chemical dependency evaluation and provide proof to the Court that she has done so within ninety (90) days of the entry of judgment herein, completing any recommended treatment within one hundred eighty (180) days.

Dated this 22nd day of November, 2021.

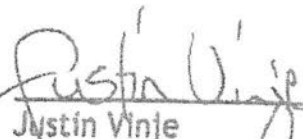

Michelle Sue Kaufman
YOB: 1984
Bismarck, ND

Dated this 26th day of November, 2021.

/s/ Julie Mees

Julie Mees
Bismarck Asst. City Attorney
N.D. State Bar ID #09500

Dated this 22 day of November, 2021.


Justin Vinje
Attorney for Defendant
N.D. State Bar ID #06066

RECEIVED

Other Alcohol Establishments Owned or managed all or in part by Kirsten Heid, Michelle Kaufman, and Stephen Vetter:

Venue Twenty5 : Kirsten Heid and Michelle Kaufman

The Post: Kirsten Heid and Michelle Kaufman

The Paddle Trap: Stephen Vetter and Michelle Kaufman

Shakers on 3rd: Stephen Vetter and Michelle Kaufman

5th Underground: Michelle Kaufman

Sixteen03 Main Events: Michelle Kaufman



Administration Department

DATE: July 14, 2026

FROM: Douglas Wiles, Assistant City Administrator

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

REQUEST:

Public hearing on a request for a new Class I-2: Complementary Alcohol license for North Nail and Lash, LLC (dba) North Nails at 4401 Coleman Street.

BACKGROUND INFORMATION:

North Nail and Lash, LLC (dba) North Nails is requesting the issuance of a new Class I-2: Complementary Alcohol license at 4401 Coleman Street.

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

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

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing on the request for a new Class I-2, Complementary Alcohol, from North Nail and Lash, LLC (dba) North Nails at 4401 Coleman Street and approve as presented.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. North Nails Application - Redacted



APPLICATION FOR RETAIL ALCOHOL BEVERAGE LICENSE

Phone: 701-355-1300 • Fax: 701-221-6470 • TDD 711
221 N 5th St • Bismarck, ND 58501

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

LAST REVISED: 4/17/2026

License Type:		☒ New Application	☐ Renewal	☐ Transfer	☐ Relocation
Class A: Nationally Organized Fraternal Order or Club ☐ \$3,725	Class B-1: Operator of the Beverage Concession at the Airport Terminal Building ☐ \$675	Class B-2: Concession at the Bismarck Municipal Country Club ☐ \$675	Class B-3: Commercial passenger vessels on the Missouri River ☐ \$675	Class B-4: Sale of Beer & Wine at the Bismarck Event Center ☐ \$675	
Class B-5: Sale of Alcoholic Beverages at Bismarck Parks & Recreation Locations ☐ \$675	Class B-6: Commercial Airline ☐ \$675	Class C-1: Hotel or Motel Full Service ☐ \$3,825	Class C-2: Hotel or Motel ☐ \$1,025	Class D: Sale at Retail of Alcoholic Beverages ☐ \$4,125	
Class E: Sale at Retail of Beer Only ☐ \$825	Class F-1: Restaurant - Alcoholic Beverages ☐ \$3,525	Class F-2: Restaurant - Beer & Wine Only ☐ \$1,125	Class G: Catered Retail Alcoholic Beverages ☐ \$675	Class H-1: Domestic Winery ☐ \$825	
Class H-2: Domestic Brewery ☐ \$825	Class H-3: Domestic Distillery ☐ \$825	Class I-1: Senior Living Community ☐ \$375	Class I-2: Complimentary ☒ \$375		

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

All Class C-2 license holders shall file with the application for license renewal a report verifying that the value of the alcoholic beverages sold did not exceed the value of the alcoholic beverages given to or otherwise provided to registered customers and their guests.

Location Information:

Legal Business Name: North Nails		Date of Incorporation: 04/28/2026	State Business ID Number: 40-2069612
Doing Business As (DBA) Name, if Applicable: North Nails		If out of state corporation, is corporation registered in North Dakota? ☐ Yes ☒ No	
Location Address: 4401 Coleman St	City: Bismarck	State: ND	Phone Number: 7147213666

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

Duy Khoa Nguyen (President)

Contact Information (Where correspondence is to be sent):

Primary Contact: Duy Khoa Nguyen	Phone Number: 7147213666	Email Address: [REDACTED]	
Mailing Address: 4401 Coleman St	City: Bismarck	State: ND	Zip: 58503

Manager's Name: Andy Bui		Date of Birth: 05/07/1972	Percentage of Ownership: [REDACTED]
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Male	Race: Asian
Home Address: [REDACTED]	City: Bismarck	State: ND	Zip: 58503
Occupation: Nails Technician	Phone Number: [REDACTED]	Title: Manager	Email Address: [REDACTED]

List all officers or directors of corporation or partners and percentage of ownership:

Name: Duy Khoa Nguyen		Date of Birth: 11/23/1991	Percentage of Ownership:
Driver's License Number: [REDACTED]	State Issued: ND	Gender: Male	Race: Asian
Home Address: [REDACTED]		City: Bismarck	State: ND
Zip: 58503			
Occupation: Nails Technician	Phone Number: [REDACTED]	Title: President	Email Address: [REDACTED]

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

Name:		Date of Birth:	Percentage of Ownership:
Driver's License Number:	State Issued:	Gender:	Race:
Home Address:	City:	State:	Zip:
Occupation:	Phone Number:	Title:	Email Address:

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

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

☒ Yes ☐ No

If no, please explain:

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

☐ Yes ☒ No

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

3. Does the building meet all state and local sanitation and safety requirements? ☐ Yes ☐ No

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

☐ Yes ☒ No

If yes, please give details:

5. If a new application, has the applicant or any of the persons listed above engaged in the sale or transportation of alcoholic beverages previously?

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If yes, please give details:

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

☐ Yes ☒ No

If no, please give details:

Signature:

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

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

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



Signature of Applicant

6/2/2020

Date

Duy Khoa Nguyen (President)

Print Name / Title of Officer

Liquor License Transfers (only use if license is being transferred):

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

Business Name

Applicant Business Name

Original License Holder Name Printed

Transfer Applicant Name Printed

Original License Holder Signature

Transfer Applicant Signature

State of

Subscribed and sworn to before me this _____

County of

day of _____

Notary Seal

Notary Public

My Commission Expires

State of North Dakota

SECRETARY OF STATE



Certificate of Registration of North Nails

SOS Control ID#: 0007482235

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that a Trade Name Registration for

North Nails

duly signed pursuant to the provisions of the North Dakota statutes governing a trade name, has been received in this office and is found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Registration of

North Nails

which is owned by North Nail and Lash LLC.

Filed date: April 28, 2026

Expiration date: April 28, 2031

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State

State of North Dakota

SECRETARY OF STATE



Certificate of Organization of North Nail and Lash LLC

SOS Control ID#: 0007479922

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Organization for

North Nail and Lash LLC

duly signed and executed pursuant to the provisions governing a North Dakota limited liability company, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Organization to

North Nail and Lash LLC

Effective date: April 22, 2026

Filed date: April 22, 2026

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State

North Dakota Board of Cosmetology
4719 Shelburne St., Suite 1
Bismarck, ND 58503

Phone: (701) 224-9800
Email: bocinfo@nd.gov

Board Members

D'Arlyn Bauer
Emily Wilcox
Maureen Wanner
Jill Andres
Melissa Jordan

North Dakota State Board of Cosmetology
SALON OR INDEPENDENT LICENSEE LICENSURE

Expiration Date
12/31/2026

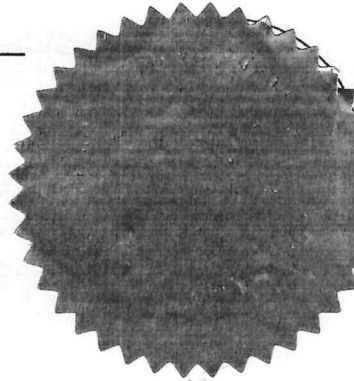
Owner: Duy Khoa Nguyen

License Number: 8667

North Nails
4401 Coleman St
Bismarck, ND 58503

**This license permits you to operate a Cosmetology
Establishment or as an Independent Licensee only on the
premises listed on this license.**

**This license must be conspicuously displayed in your place
of business and renewed before the expiration date.**



Maureen Wanner
Secretary/Treasurer



Planning Department

DATE: July 14, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6669

REQUEST:

Public hearing on Ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition and the adjoining Davies Drive right-of-way.

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:

Hold a public hearing on Ordinance 6669, an annexation of Lot 45, Block 4, Silver Ranch Fifth Addition, and approve as presented.

STAFF CONTACT INFORMATION:

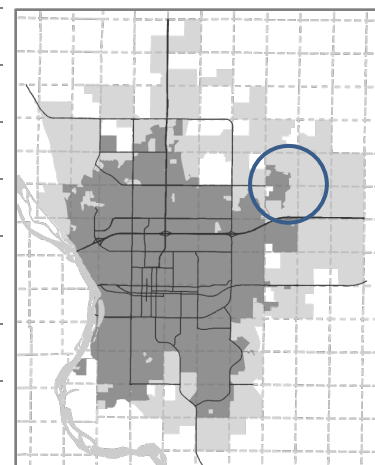
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Isak Johnson, Planner, 701-355-1850, ijohnson@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

Project Summary

<i>Title:</i>	Silver Ranch Fifth Addition, Block 4, Lot 45
<i>Status:</i>	Board of City Commissioners - Public Hearing
<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

(continued)

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.

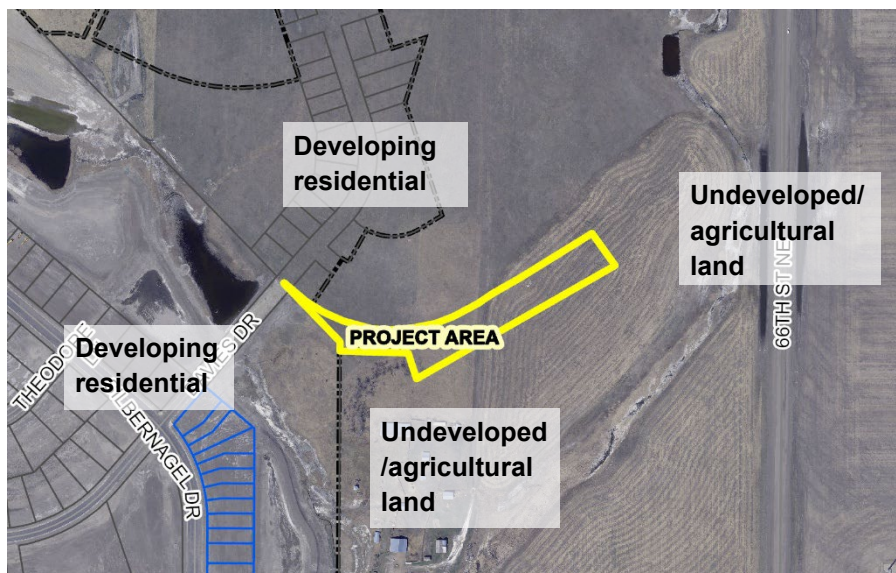
The applicant is requesting the annexation to facilitate the roadway construction of Davies Drive adjacent to the lots and blocks of Silver Ranch Fifth Addition which they intend to develop. No changes related to the subdivision or zoning are requested.

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

The public has been duly notified of this request. A notice was published in the Bismarck Tribune on June 25, 2026. Letters were sent to Burleigh County and Gibbs Township on June 25, 2026, 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 Projects Dashboard and Community Development Activities map.

(continued)

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

(continued)

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

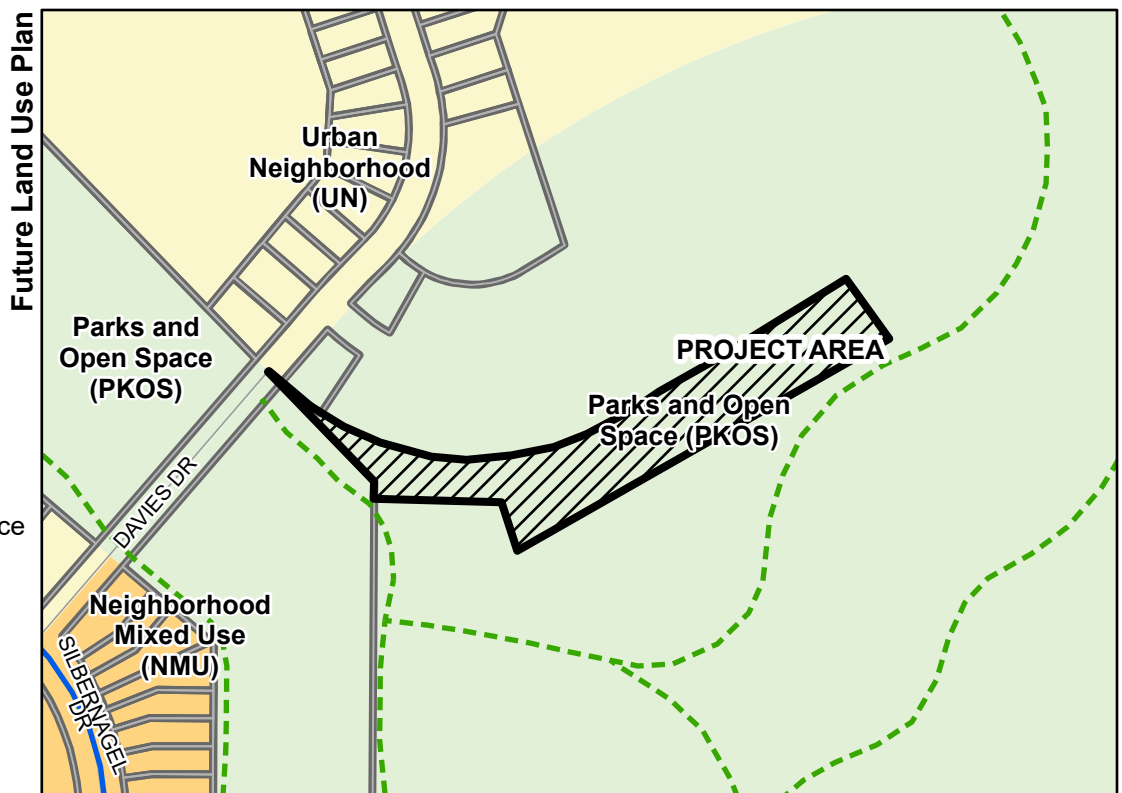
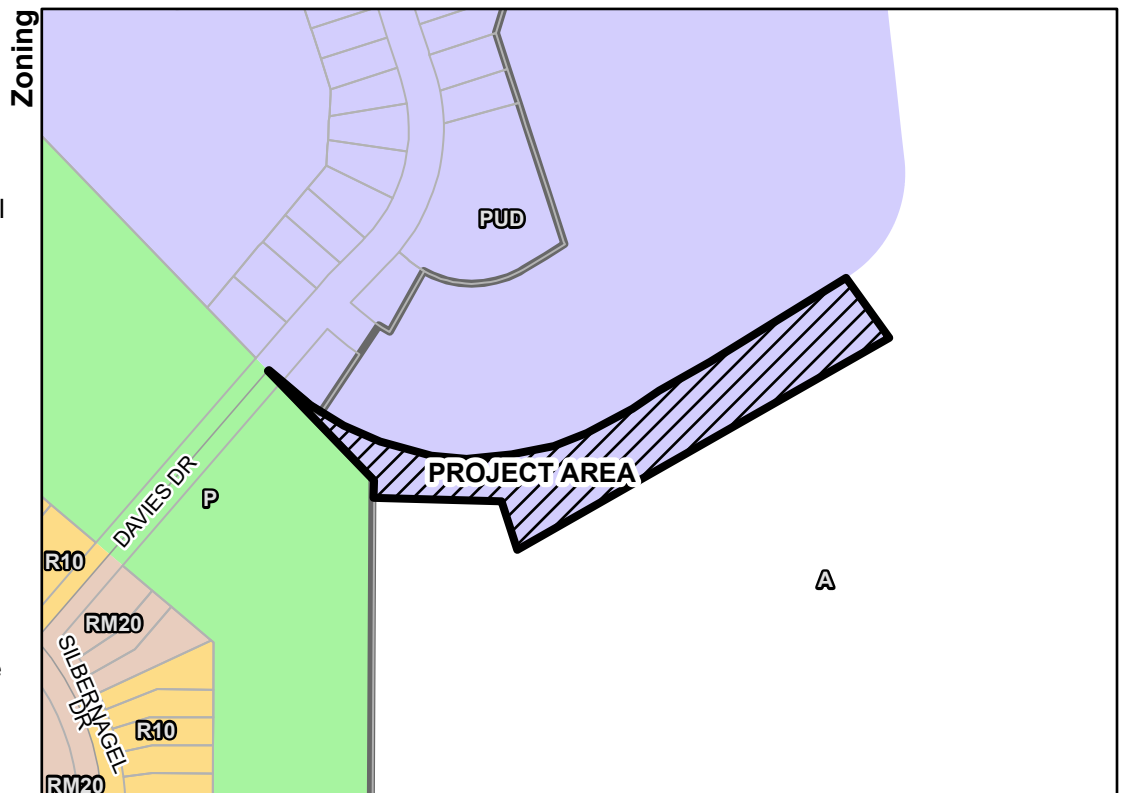
UN	Urban
	Neighborhood
NMU	Neighborhood
	Mixed Use
CMU	Community
	Mixed Use
DMU	Destination
	Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial
	Mixed Use
INS	Institutional
RR	Rural
	Residential
TR	Transitional
	Rural
PKOS	Parks/Open Space
	Urban Reserve
URA/	Mid/Long-Term
URB	

Active Mobility Plan

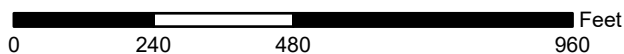
--- Future Shared Use Trail

Major Street Plan

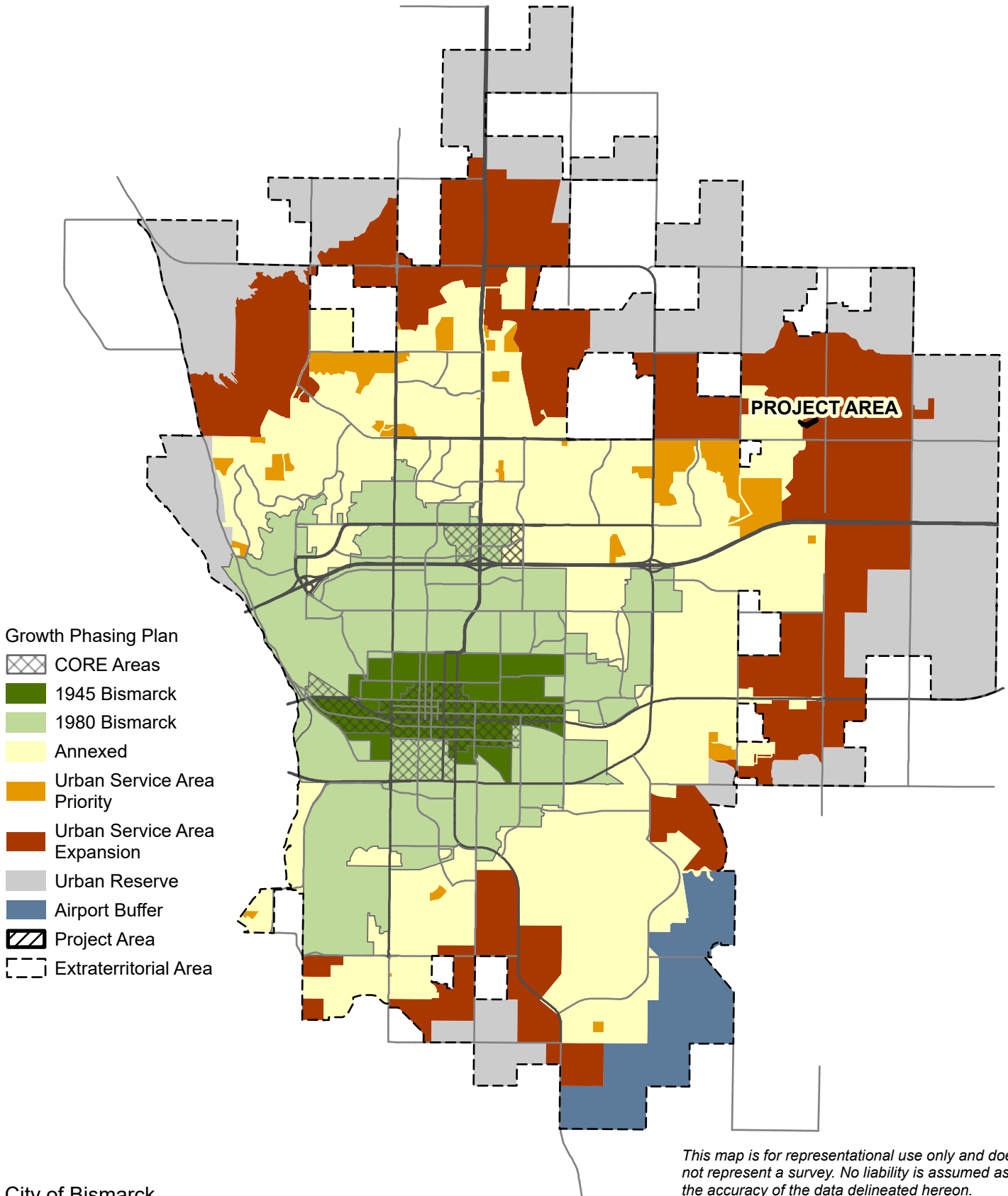
—	Existing Arterial
- - -	Future Arterial
—	Existing Collector
- - -	Future Collector
—	Existing Interstate
- - -	Future Interstate
▬	City Limits



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.



City of Bismarck
Planning Department
May 19, 2026





Legal Department

DATE: July 14, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6672

REQUEST:

Public hearing on Ordinance 6672 to amend Chapter 7-02 Salary and Payroll and Chapter 7-03 of the City of Bismarck Code of Ordinances relating to Sales, Use, and Gross Receipts Tax.

BACKGROUND INFORMATION:

On June 9, 2026, Bismarck voters amended the Home Rule Charter Article 3, Section 17 Sales, Use, and Gross Receipts Tax regarding a half cent sales tax for purposes of street construction and reconstruction. The amendment added projects to the Project List and extended the expiration date of the half-cent tax to December 31, 2038. The proposed changes to Chapter 7-03 mirror the changes in the approved Home Rule Charter amendment and enact the necessary ordinance provisions to collect the tax.

The changes to Chapter 7-02 update two ordinances relating to the salaries of the president and members of the Board of City Commissioners and of City employees.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing on Ordinance 6672 to amend Chapter 7-02 Salary and Payroll and Chapter 7-03 of the City of Bismarck Code of Ordinances relating to Sales, Use, and Gross Receipts Tax and approve as presented.

STAFF CONTACT INFORMATION:

Julie Mees, City Attorney, 701-355-1340, jmees@bismarcknd.gov

ATTACHMENTS:

1. CHAPTER 7-02 and 7-03 changes

7-02-02. Salaries of Members of the Board of City Commissioners. The Board of City Commissioners shall set the salary of the president of the Board of City Commissioners ~~board of city commissioners is \$700.00 per month and the salaries of the other members of the board are \$400.00 per month, effective January 1, 1989.~~
(Ord. 4215, 7-19-88)

7-02-04. Departmental Payrolls. The payroll of each department of this city, when certified to by the ~~personnel~~ Human Resources director, and the salary of officers fixed by the Board of City Commissioners, ~~may~~ shall be paid ~~biweekly monthly or bimonthly~~ as the Board of City Commissioners may declare by resolution; and the president and auditor are hereby authorized to draw warrants for the same when they become due and payable.

CHAPTER 7-03. SALES, USE AND GROSS RECEIPTS TAX

7-03-02. Sales, Use and Gross Receipts Tax. Except as otherwise expressly provided in this chapter, there is imposed:

...

2. A retail sales, use and gross receipts tax of one-half percent upon the gross receipts taxed pursuant to N.D.C.C. Chapters 57-39.2, 57-39.4, and 57-40.2, 57-39.5 and 57-39.6, on transactions occurring within the City limits and on remote sales.

a. The proceeds of this one-half cent city sales, use and gross receipts tax shall be dedicated only to ~~arterial~~ street construction and reconstruction of the following (known as "Project List"):

- i. 43rd Ave/Ash Coulee Dr from Tyler Parkway to 66th St
- ii. Centennial Road from I-94 to 43rd Ave
- iii. Main Ave from 26th St to 66th St
- iv. State Street from Calgary Ave to ND 1804/71st Ave
- v. Washington St from ~~Burleigh Ave~~ Meridian Dr to South Bismarck Drainage Ditch
- vi. Century Ave from Centennial Rd to 66th St
- vii. Tyler Parkway from Valley Dr to ND 1804 ~~57th Ave~~
- viii. 57th Ave from River Rd ~~Washington St~~ to ~~State St~~ Centennial Rd
- ix. 66th St from Century Ave to 43rd Ave

- x. ND 1804 from Yukon Dr to 19th St
- xi. Burleigh Ave from Calypso Dr to University Dr
- xii. 12th St from Burleigh Ave to Santa Fe Ave
- xiii. Divide Ave from Bismarck Expy to 52nd St
- xiv. 52nd St from Century Ave to Miriam Ave
- xv. 26th St from 43rd Ave to Selland Lp
- xvi. Santa Fe Ave from Boston Dr to 3rd St
- xvii. Calgary Ave from State St to Centennial Rd
- xviii. 19th St from Skyline Blvd to 64th Ave
- xix. LaSalle Dr from State St to 19th St
- xx. 64th Ave from State St to 19th St
- xxi. Yukon Dr from 57th Ave to 64th Ave
- xxii. The rural ditch section segments of Arabian Ave, Buckskin Ave, Colt Ave, Ottawa St, Brookside Ln, Lee Ave and Airway Ave

b. Sunset: The tax imposed by Ordinance 7-03-02(2) shall expire 40 ~~years after the date of first collection on December 31, 2038,~~ or upon completion of Project List, whichever occurs first.



Engineering Department

DATE: July 14, 2026

FROM: Gabe Schell, City Engineer

ITEM: Half Cent Sales Tax for Roadways

REQUEST:

Consider the request to receive a presentation on the half-cent sales tax for roadways prioritization, funding strategy, and project selection.

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 Two: Establish and implement sustainable funding strategies to support long-term infrastructure development and maintenance.

BACKGROUND INFORMATION:

The voters of Bismarck approved a home rule charter amendment extending the collection of the half-cent sales tax for roadway construction and reconstruction and updating the list of eligible projects. The Engineering Department's goal is to develop a Commission-approved methodology to prioritize, select, and advance projects for implementation. The Commission was presented with a methodology for prioritizing and selecting projects at the June 23, 2026, meeting.

Project Prioritization

The approved project list was divided into 50 individual roadway segments for evaluation. Comparing projects is inherently challenging because the list includes a wide variety of improvements, ranging from construction of new arterial roadways on the edge of the community to reconstruction of existing local and collector streets within established neighborhoods.

A weighted evaluation methodology has been developed to assist in prioritizing projects. While the scoring provides an objective framework for comparison, it should be viewed as a decision-support tool rather than the sole basis for project selection. Project scores will be periodically updated throughout the life of the program as conditions, development patterns, costs, and community priorities evolve. The project segments organized alphabetically and by rank order

are included in this memo.

Program Costs and Revenues

Available Revenue

Approximately \$117.5 million is anticipated to be available for future projects, consisting of:

- \$17.5 million in unobligated sales tax revenues projected through the first quarter of 2029 through the original term
- Approximately \$10 million annually in sales tax revenues from 2029 through 2038 from the recently passed extension.

These estimates assume no future growth in sales tax collections. Collections have been between \$9.9 million and \$10.7 million the last four years but have not consistently increased.

Potential Program Costs

The current list of eligible projects is estimated to require approximately:

- \$240 million in construction costs
- \$48 million (20%) for engineering, right-of-way acquisition, and utility relocation

This results in an estimated total program cost of approximately \$288 million based on 2026 cost estimates. Inflation and future cost escalation are not included. These estimates also exclude standalone intersection improvements, such as traffic signals, roundabouts, and turn lanes, that could address issues alternatively.

Water and Sewer Infrastructure Funding

Many of the eligible projects do not currently have water or sanitary sewer infrastructure. Historically, utility extensions associated with half cent sales tax arterial roadway projects have been funded by Public Works-Utility Operations. Conversely, utility improvements serving local and collector streets have generally been financed by adjacent property owners through developer installation or special assessments.

Staff Recommendation

- Continue funding water and sanitary sewer extensions associated with arterial roadway projects through Public Works-Utility Operations
- Fund utility improvements on local and collector streets through developer three-way agreements or special assessments. Public Works-Utility Operations would be responsible for costs associated with any city-requested utility upsizing.
- For projects located outside the city limits, where annexation has not yet occurred, initially fund utility extensions with half cent sales tax revenues and recover eligible costs upon annexation through the establishment of a continuous special assessment district consistent with current special assessment policy.

Street Funding

Historically, roadway improvements funded through the half cent sales tax program have not included street special assessments. Project costs, excluding utility extensions, have primarily been funded through half cent sales tax revenues and available federal aid. The updated project list includes a mix of arterial roadways, which provide community-wide mobility and generally serve the traveling public across the city, and local and collector streets, which

primarily provide access within neighborhoods.

Staff Recommendation

Arterial Roadways

Roadways identified as arterials in the adopted Major Street Plan, or located on section lines, should be funded without street special assessments.

Local and Collector Streets

Roadways not classified as arterials should be funded using:

- 80% half cent sales tax
- 20% special assessment

Extraordinary project elements that provide citywide benefits, such as bridges, stream crossings, traffic signals, and roundabouts, should be funded at 100% city cost and excluded from the assessable project costs. Special assessments should be based on actual construction costs. Special assessment-funded projects will be initiated through one of two processes: (1) obtaining sufficient assessment petitions before initiating the project, or (2) initiating the project, establishing a special assessment district, and proceeding through the Resolution of Necessity and protest process as provided by law. Ideally, petitions are received before expending significant resources. However, we anticipate reluctance from benefiting properties to voluntarily petition for the improvement until a cost of assessment is known.

Rural Road Policy

The Rural Road Policy adopted by the City Commission on April 23, 2013, applies only to projects funded by the Rural Roads Sales Tax. There is language within the policy (attached) that is contrary to some of the recommendations above if the policy is to be applied to all projects. However, it is staff's interpretation that the Rural Road Policy should be applied to the limited purpose of guiding discussion regarding the use of the remaining revenues from the initial 2013 Rural Roads Sales Tax.

2026-2029 Project List

Typical project development time from initiation to construction is dependent on project complexity. There are some projects that may be a lower priority but are relatively shovel-ready. There are also projects that are a higher priority but require more time for stakeholder engagement and engineering analysis. Ideally, a short-term list of projects and year of delivery would be presented and approved by the Commission. However, the uncertainty, particularly associated with the protestability of street special assessments, requires additional time to create a special assessment district, issue a preliminary engineering report and publish a resolution of necessity and corresponding protest period. The top 14 ranked roadway segments are local or collector roadways that would be subject to some form of special assessment.

My recommendation is to pursue the projects listed below. These projects are estimated to cost \$50 million (excluding utility costs). Assuming a 20% special assessment cost share yields \$40 million of half cent sales tax revenue required to deliver these projects. This represents approximately four years of anticipated revenue. Engineering staff proposes beginning preliminary work on these projects consisting of refined project scoping, preliminary special assessment districts, and potentially engaging with consulting engineering firms for professional design services on some of the projects.

Street	Start	End
Ottawa St	N of 43rd Ave	Canada Ave
Lee Ave	22nd St	26th St
Calgary Ave	14th St	Calgary Loop
19th St	S of LaSalle Dr	57th Ave
LaSalle Dr	Hay Creek Shops	19th St
Calgary Ave	Liechty Pl	Centennial Rd
Airway Ave	Airport Rd	26th St
Airway Ave	26th St	Northern Plains Dr
Arabian Ave	Overlook Dr	Washington St
Buckskin Ave	Brunswick Dr	Washington St
Brookside Ln	Brookside Pl	19th St
Calgary Ave	Pebbleview Lp	Calgary Cir
Colt Ave	Selkirk Rd	Washington St
Santa Fe Ave	Boston Dr	S 3rd St

RECOMMENDED CITY COMMISSION ACTION:

Review prioritization and provide direction.

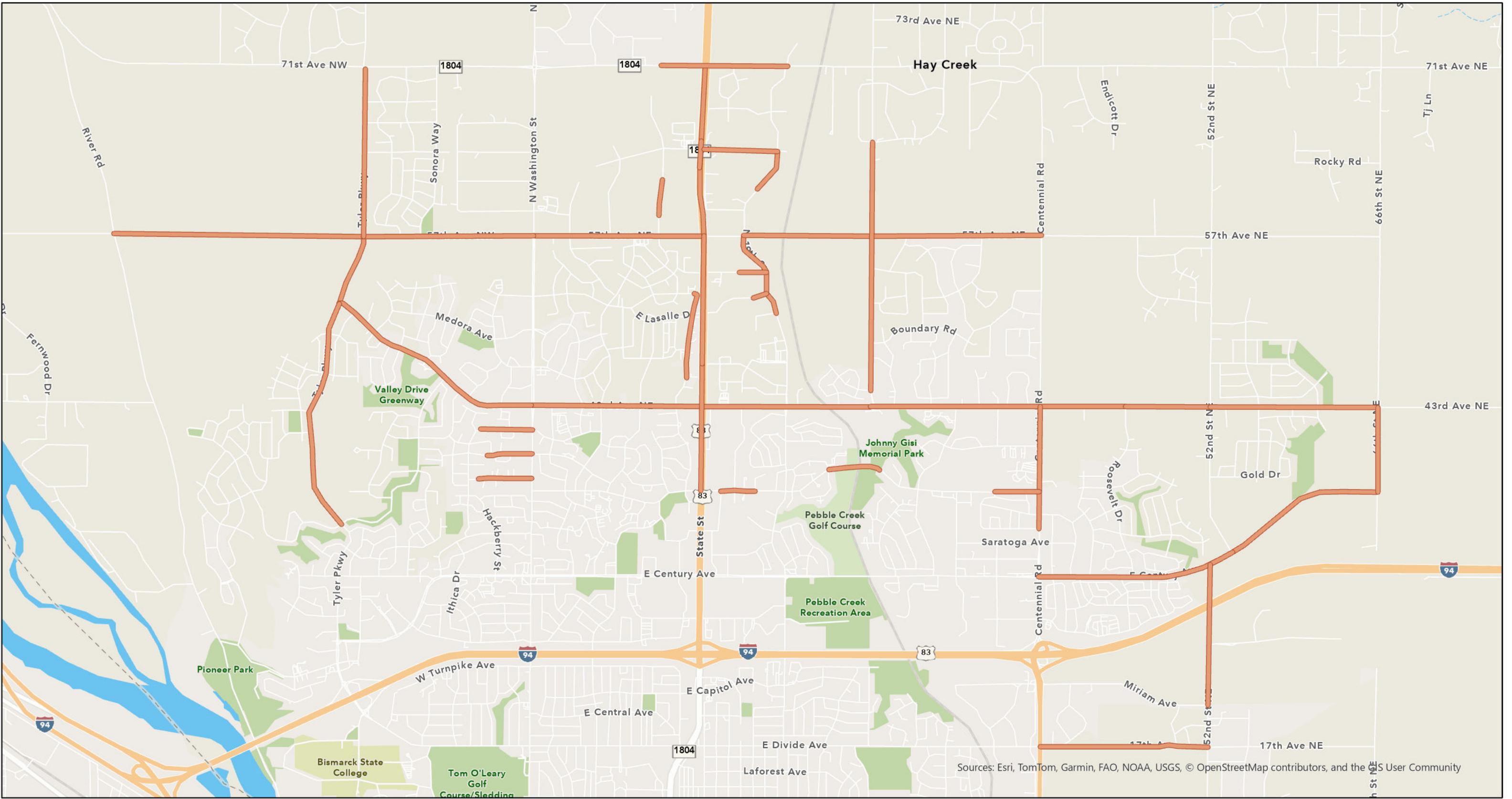
STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Exhibit - north - 260615
2. Exhibit - south - 260615
3. Evaluation Matrix

4. Scored Projects-Alpha Order
5. Scored Projects-Rank Order
6. 2013 rural road policy

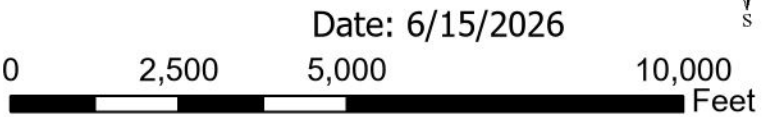


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Half Cent Sales Tax Eligible Roadways

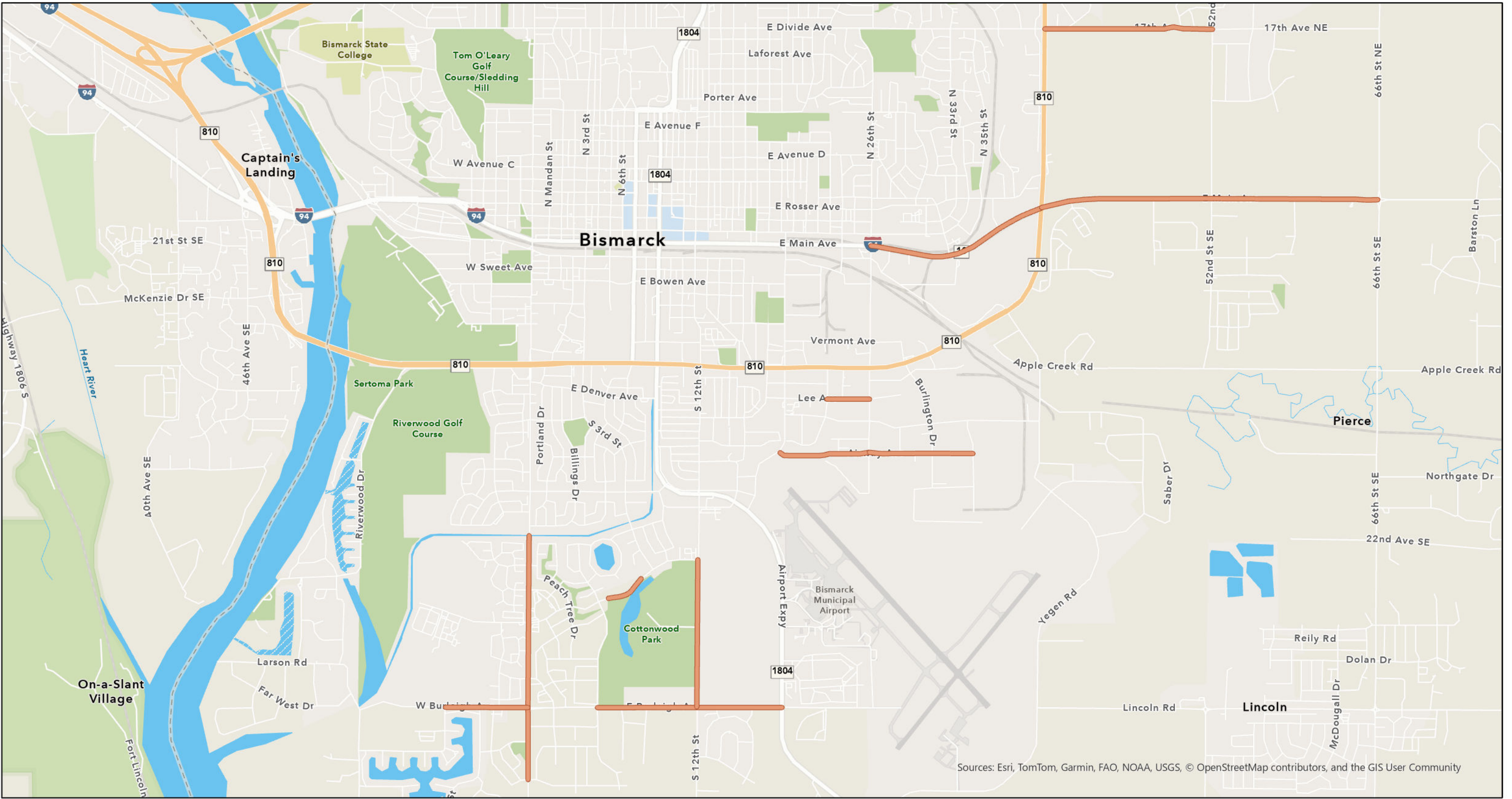
Legend

Half Cent Sales Tax Project List



Date: 6/15/2026

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the Mapbox User Community



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

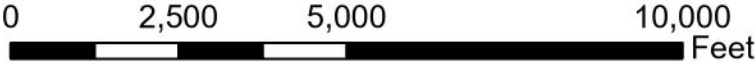


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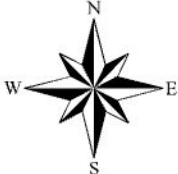
Half Cent Sales Tax Eligible Roadways

Legend

Half Cent Sales Tax Project List



Date: 6/15/2026



Half Cent Sales Tax Evaluation Matrix - 6/16/26

Criteria	Description	Weight	Example Score 1	Example Score 3	Example Score 5
Connectivity and network completion	Closes gaps, creates alternative routes for public and emergency services, supports planned growth and development	15%	Existing road, does not address deficiency (or there is no deficiency)	Converts existing rural roadway into final urbanized street section	Closes a significant gap in the transportation network, creates new route options for the public and emergency services, and supports planned growth and development.
Traffic Operations	Reduces congestion, improves intersection operations, improves traffic flow, addresses traffic control deficiency	15%	Does not address an operational deficiency.	Improves traffic flow, intersection operations, or network capacity	Significantly reduces congestion, improves intersection performance, or addresses a documented traffic control deficiency.
Safety	Addresses crash history, conflict points, emergency access, roadway deficiencies, or high-risk roadway conditions	20%	No measurable safety benefit	Improves roadway geometry, access management, visibility, lighting, or separation of users	Addresses documented crash patterns, high-risk roadway conditions, or significant emergency access deficiencies
Pedestrian/ Bicycle/ Transit Connectivity	Sidewalk and trail gaps, school and park access. Roadway serves or could serve transit network.	15%	No new pedestrian or bicycle facilities	Extends trail and pedestrian sidewalk network. Incremental network enhancement.	Closes a significant gap in the pedestrian, bicycle, or transit network and improves access to schools, parks, commercial areas, or other major destinations
Existing Infrastructure Deficiency	Existing pavement condition, gravel roadway, substandard geometry, drainage deficiencies	15%	Existing facility adequate	Existing facility requires moderate improvement or does not currently exist	Existing facility is in poor condition or substandard for current/future use
Implementation Feasibility	Ability to deliver project independently (right of way secured, utilities installed, sole jurisdiction of roadway, limited permitting)	10%	Significant ROW, utility, permitting, railroad, or jurisdictional obstacles	Some coordination challenges but project is achievable	ROW secured, utilities available, single jurisdiction, project can proceed independently
Community Benefit	Provides meaningful transportation benefits to the broader Bismarck community, including residents, businesses, schools, emergency services, and regional travel within the city	10%	Corporate limits not adjacent to corridor or serves commuter traffic. Primarily local or neighborhood access with limited broader benefit.	Most of roadway and adjacent properties are annexed into corporate limits. Serves multiple neighborhoods or supports important community destinations.	All of roadway and adjacent properties are annexed into corporate limits. Provides citywide mobility benefits or supports major community, commercial, emergency or regional travel needs.

100%

Street	Start	End	Roadway Classification	Length (Miles)	Category	Type	Raw Score (1=Low - 5=High)							Weighted Score							
							Connectivity and network completion	Traffic Operations	Safety	Pedestrian/ Bicycle/ Transit Connectivity	Existing Infrastructure Deficiency	Implementation Feasibility	Community Benefit	Connectivity and network completion	Traffic Operations	Safety	Pedestrian/ Bicycle/ Transit Connectivity	Existing Infrastructure Deficiency	Implementation Feasibility	Community Benefit	Total Weighted Score
12th Street	Burleigh Ave	Santa Fe Ave	Arterial	0.9	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	3	3	3	0.45	0.45	0.6	0.45	0.45	0.3	0.3	3.00
19th St	S of LaSalle Dr	57th Ave	Collector	0.5	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	5	3	4	4	0.75	0.6	0.6	0.75	0.45	0.4	0.4	3.95
19th St	Hay Creek Crossing		Collector	0.2	Extension - Urban	3 Lane Urban-Asphalt	3	2	2	2	3	2	5	0.45	0.3	0.4	0.3	0.45	0.2	0.5	2.60
26th St	43rd Ave	Seeland Lp	Arterial	1.5	Extension- Rural	2 Lane Rural	4	3	3	1	3	2	1	0.6	0.45	0.6	0.15	0.45	0.2	0.1	2.55
43rd Ave	52nd St	66th St	Arterial	1	Widen - Rural	3 Lane Rural	1	2	5	4	1	3	3	0.15	0.3	1	0.6	0.15	0.3	0.3	2.80
43rd Ave	Roosevelt Dr	52nd St	Arterial	0.5	Widen - Rural	3 Lane Rural	1	2	2	2	1	1	2	0.15	0.3	0.4	0.3	0.15	0.1	0.2	1.60
43rd Ave	26th St	Roosevelt Dr	Arterial		Reconstruction - Urban	4 Lane Urban	1	2	1	3	1	1	2	0.15	0.3	0.2	0.45	0.15	0.1	0.2	1.55
43rd Ave	N Washington St	State St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
43rd Ave	State St	26th St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
52nd St	Century Ave	Miriam Ave	Arterial	0.9	Extension - Urban	3 Lane Urban-Concrete	5	4	3	2	2	1	4	0.75	0.6	0.6	0.3	0.3	0.1	0.4	3.05
57th Ave	Tyler Parkway	Washington St	Arterial	1	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	4	4	3	3	2	0.45	0.45	0.8	0.6	0.45	0.3	0.2	3.25
57th Ave	Washington St	State St	Arterial	1	Reconstruction - Urban	3 Lane Urban-Concrete	1	3	4	4	2	3	4	0.15	0.45	0.8	0.6	0.3	0.3	0.4	3.00
57th Ave	River Road	Tyler Parkway	Arterial	1.6	Extension- Rural	2 Lane Rural	4	4	3	1	3	2	1	0.6	0.6	0.6	0.15	0.45	0.2	0.1	2.70
57th Ave	26th St	Centennial Rd	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	3	2	2	1	3	2	1	0.45	0.3	0.4	0.15	0.45	0.2	0.1	2.05
57th Ave	19th St	26th St	Arterial	0.8	Extension - Urban	3 Lane Urban-Concrete	3	2	2	1	3	1	1	0.45	0.3	0.4	0.15	0.45	0.1	0.1	1.95
64th Ave	State St	19th St	Collector	0.4	Extension - Urban	3 Lane Urban-Asphalt	3	3	3	2	3	2	2	0.45	0.45	0.6	0.3	0.45	0.2	0.2	2.65
66th St	Century Ave	43rd Ave	Arterial	0.5	Extension- Rural	2 Lane Rural	1	1	1	1	1	1	1	0.15	0.15	0.2	0.15	0.15	0.1	0.1	1.00
Airway Ave	Airport Rd	26th St	Local	0.5	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	3	3	5	5	5	0.45	0.45	0.6	0.45	0.75	0.5	0.5	3.70
Airway Ave	26th St	Northern Plains Dr	Local	0.5	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	3	3	5	5	5	0.45	0.45	0.6	0.45	0.75	0.5	0.5	3.70
Arabian Ave	Overlook Dr	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Ash Coulee Dr	Tyler Parkway	N Washington St	Arterial		Reconstruction - Urban	4 Lane Urban	1	1	1	1	1	1	4	0.15	0.15	0.2	0.15	0.15	0.1	0.4	1.30
Brookside Ln	Brookside Pl	19th St	Local	0.2	Extension - Urban	3 Lane Urban-Asphalt	4	4	3	3	4	4	3	0.6	0.6	0.6	0.6	0.6	0.3	0.3	3.60
Buckskin Ave	Brunswick Dr	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Burleigh Ave	Calypso Dr	Washington St	Arterial	0.5	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	3	5	4	0.45	0.45	0.6	0.45	0.45	0.5	0.4	3.30
Burleigh Ave	Boston Dr	12th St	Arterial	0.6	Widen - Rural	3 Lane Rural	2	2	3	3	4	3	3	0.3	0.3	0.6	0.45	0.6	0.3	0.3	2.85
Burleigh Ave	12th St	University Dr	Arterial	0.5	Widen - Rural	3 Lane Rural	2	2	3	3	4	3	2	0.3	0.3	0.6	0.45	0.6	0.3	0.2	2.75
Calgary Ave	14th St	Calgary Loop	Collector	0.2	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	4	5	4	5	5	0.45	0.45	0.8	0.75	0.6	0.5	0.5	4.05
Calgary Ave	Liechty Pl	Centennial Rd	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	3	3	5	3	5	4	0.75	0.45	0.6	0.75	0.45	0.5	0.4	3.90
Calgary Ave	Pebbleview Lp	Calgary Cir	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	3	3	5	3	1	5	0.75	0.45	0.6	0.75	0.45	0.1	0.5	3.60
Centennial Rd	Jericho Rd	43rd Ave	Arterial	0.75	Reconstruction - Urban	4 Lane Urban	1	3	3	4	2	2	3	0.15	0.45	0.6	0.6	0.3	0.2	0.3	2.60
Century Ave	Centennial Rd	52nd St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
Century Ave	52nd St	66th St	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	2	1	1	2	1	1	1	0.3	0.15	0.2	0.3	0.15	0.1	0.1	1.30
Colt Ave	Selkirk Rd	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Divide Ave	Expressway	52nd St	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	4	2	3	2	3	2	4	0.6	0.3	0.6	0.3	0.45	0.2	0.4	2.85
LaSalle Dr	Hay Creek Shops	19th St	Collector	0.1	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	5	3	4	4	0.75	0.6	0.6	0.75	0.45	0.4	0.4	3.95
Lee Ave	22nd St	26th St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	5	3	3	5	5	4	5	0.75	0.45	0.6	0.75	0.75	0.4	0.5	4.20
Main Ave	26th Street	Bismarck Expy	Arterial	1.1	Widen - Rural	3 Lane Rural	1	3	3	4	3	5	5	0.15	0.45	0.6	0.6	0.45	0.5	0.5	3.25
Main Ave	Bismarck Expy	66th St	Arterial	2	Widen - Rural	3 Lane Rural	1	3	3	3	3	4	3	0.15	0.45	0.6	0.45	0.45	0.4	0.3	2.80
ND 1804	Yukon Dr	19th St	Arterial	0.4	Widen - Rural	3 Lane Rural	2	3	2	1	1	2	1	0.3	0.45	0.4	0.15	0.15	0.2	0.1	1.75
Ottawa St	N of 43rd Ave	Canada Ave	Local	0.6	Reconstruction - Urban	3 Lane Urban-Asphalt	5	3	4	5	5	5	5	0.75	0.45	0.8	0.75	0.75	0.5	0.5	4.50
Santa Fe Ave	Boston Dr	S 3rd St	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	3	3	2	5	0.75	0.6	0.6	0.45	0.45	0.2	0.5	3.55
State St	Calgary Ave	Skyline Boulevard	Arterial	0.75	Reconstruction - Urban	6 Lane Urban	2	5	5	4	2	1	5	0.3	0.75	1	0.6	0.3	0.1	0.5	3.55
State St	Skyline Boulevard	57th Ave	Arterial	0.75	Reconstruction - Urban	6 Lane Urban	1	4	4	4	2	1	5	0.15	0.6	0.8	0.6	0.3	0.1	0.5	3.05
State St	57th Ave	ND 1804	Arterial	1	Reconstruction - Urban	6 Lane Urban	1	3	3	3	2	1	4	0.15	0.45	0.6	0.45	0.3	0.1	0.4	2.45
Tyler Parkway	57th Ave	ND 1804	Arterial	1	Widen - Rural	3 Lane Rural	2	2	4	3	2	4	3	0.3	0.3	0.8	0.45	0.3	0.4	0.3	2.85
Tyler Parkway	Ash Coulee Dr	57th Ave	Arterial	0.4	Widen - Rural	3 Lane Rural	1	2	1	3	1	2	2	0.15	0.3	0.2	0.45	0.15	0.2	0.2	1.65
Tyler Parkway	Valley Dr	Ash Coulee Dr	Arterial		Reconstruction - Urban	4 Lane Urban	1	1	1	1	1	1	3	0.15	0.15	0.2	0.15	0.15	0.1	0.3	1.20
Washington St	Meridian Dr/Marin	Burleigh Ave	Arterial	0.4	Reconstruction - Urban	3 Lane Urban-Concrete	1	3	5	3	3	5	4	0.15	0.45	1	0.45	0.45	0.5	0.4	3.40
Washington St	Burleigh Ave	S Bismarck Drainag	Arterial		Reconstruction - Urban	4 Lane Urban	1	2	1	1	1	1	5	0.15	0.3	0.2	0.15	0.15	0.1	0.5	1.55
Yukon Dr	57th Ave	64th Ave	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	4	3	3	3	3	5	5	0.6	0.45	0.6	0.45	0.45	0.5	0.5	3.55

Street	Start	End	Roadway Classification	Length (Miles)	Category	Type	Raw Score (1=Low - 5=High)							Weighted Score							
							Connectivity and network completion	Traffic Operations	Safety	Pedestrian/ Bicycle/ Transit Connectivity	Existing Infrastructure Deficiency	Implementation Feasibility	Community Benefit	Connectivity and network completion	Traffic Operations	Safety	Pedestrian/ Bicycle/ Transit Connectivity	Existing Infrastructure Deficiency	Implementation Feasibility	Community Benefit	Total Weighted Score
Ottawa St	N of 43rd Ave	Canada Ave	Local	0.6	Reconstruction - Urban	3 Lane Urban-Asphalt	5	3	4	5	5	5	5	0.75	0.45	0.8	0.75	0.75	0.5	0.5	4.50
Lee Ave	22nd St	26th St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	5	3	3	5	5	4	5	0.75	0.45	0.6	0.75	0.75	0.4	0.5	4.20
Calgary Ave	14th St	Calgary Loop	Collector	0.2	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	4	5	4	5	5	0.45	0.45	0.8	0.75	0.6	0.5	0.5	4.05
19th St	S of LaSalle Dr	57th Ave	Collector	0.5	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	5	3	4	4	0.75	0.6	0.6	0.75	0.45	0.4	0.4	3.95
LaSalle Dr	Hay Creek Shops	19th St	Collector	0.1	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	5	3	4	4	0.75	0.6	0.6	0.75	0.45	0.4	0.4	3.95
Calgary Ave	Liechty Pl	Centennial Rd	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	3	3	5	3	5	4	0.75	0.45	0.6	0.75	0.45	0.5	0.4	3.90
Airway Ave	Airport Rd	26th St	Local	0.5	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	3	3	5	5	5	0.45	0.45	0.6	0.45	0.75	0.5	0.5	3.70
Airway Ave	26th St	Northern Plains Dr	Local	0.5	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	3	3	5	5	5	0.45	0.45	0.6	0.45	0.75	0.5	0.5	3.70
Arabian Ave	Overlook Dr	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Buckskin Ave	Brunswick Dr	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Calgary Ave	Pebbleview Lp	Calgary Cir	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	3	3	5	3	1	5	0.75	0.45	0.6	0.75	0.45	0.1	0.5	3.60
Colt Ave	Selkirk Rd	Washington St	Local	0.3	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	5	4	5	0.45	0.45	0.6	0.45	0.75	0.4	0.5	3.60
Brookside Ln	Brookside Pl	19th St	Local	0.2	Extension - Urban	3 Lane Urban-Asphalt	4	4	3	4	4	3	3	0.6	0.6	0.6	0.6	0.6	0.3	0.3	3.60
Santa Fe Ave	Boston Dr	S 3rd St	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	5	4	3	3	3	2	5	0.75	0.6	0.6	0.45	0.45	0.2	0.5	3.55
State St	Calgary Ave	Skyline Boulevard	Arterial	0.75	Reconstruction - Urban	6 Lane Urban	2	5	5	4	2	1	5	0.3	0.75	1	0.6	0.3	0.1	0.5	3.55
Yukon Dr	57th Ave	64th Ave	Collector	0.3	Extension - Urban	3 Lane Urban-Asphalt	4	3	3	3	3	5	5	0.6	0.45	0.6	0.45	0.45	0.5	0.5	3.55
Washington St	Meridian Dr/Marin	Burleigh Ave	Arterial	0.4	Reconstruction - Urban	3 Lane Urban-Concrete	1	3	5	3	3	5	4	0.15	0.45	1	0.45	0.45	0.5	0.4	3.40
Burleigh Ave	Calypso Dr	Washington St	Arterial	0.5	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	3	5	4	0.45	0.45	0.6	0.45	0.45	0.5	0.4	3.30
57th Ave	Tyler Parkway	Washington St	Arterial	1	Reconstruction - Urban	3 Lane Urban-Concrete	3	3	4	4	3	3	2	0.45	0.45	0.8	0.6	0.45	0.3	0.2	3.25
Main Ave	26th Street	Bismarck Expy	Arterial	1.1	Widen - Rural	3 Lane Rural	1	3	3	4	3	5	5	0.15	0.45	0.6	0.6	0.45	0.5	0.5	3.25
52nd St	Century Ave	Miriam Ave	Arterial	0.9	Extension - Urban	3 Lane Urban-Concrete	5	4	3	3	2	1	4	0.75	0.6	0.6	0.3	0.3	0.1	0.4	3.05
State St	Skyline Boulevard	57th Ave	Arterial	0.75	Reconstruction - Urban	6 Lane Urban	1	4	4	4	2	1	5	0.15	0.6	0.8	0.6	0.3	0.1	0.5	3.05
12th Street	Burleigh Ave	Santa Fe Ave	Arterial	0.9	Reconstruction - Urban	3 Lane Urban-Asphalt	3	3	3	3	3	3	3	0.45	0.45	0.6	0.45	0.45	0.3	0.3	3.00
57th Ave	Washington St	State St	Arterial	1	Reconstruction - Urban	3 Lane Urban-Concrete	1	3	4	4	2	3	4	0.15	0.45	0.8	0.6	0.3	0.3	0.4	3.00
Divide Ave	Expressway	52nd St	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	4	2	3	2	3	2	4	0.6	0.3	0.6	0.3	0.45	0.2	0.4	2.85
Burleigh Ave	Boston Dr	12th St	Arterial	0.6	Widen - Rural	3 Lane Rural	2	2	3	3	4	3	3	0.3	0.3	0.6	0.45	0.6	0.3	0.3	2.85
Tyler Parkway	57th Ave	ND 1804	Arterial	1	Widen - Rural	3 Lane Rural	2	2	4	3	2	4	3	0.3	0.3	0.8	0.45	0.3	0.4	0.3	2.85
43rd Ave	52nd St	66th St	Arterial	1	Widen - Rural	3 Lane Rural	1	2	5	4	1	3	3	0.15	0.3	1	0.6	0.15	0.3	0.3	2.80
Main Ave	Bismarck Expy	66th St	Arterial	2	Widen - Rural	3 Lane Rural	1	3	3	3	3	4	3	0.15	0.45	0.6	0.45	0.45	0.4	0.3	2.80
Burleigh Ave	12th St	University Dr	Arterial	0.5	Widen - Rural	3 Lane Rural	2	2	3	3	4	3	2	0.3	0.3	0.6	0.45	0.6	0.3	0.2	2.75
57th Ave	River Road	Tyler Parkway	Arterial	1.6	Extension- Rural	2 Lane Rural	4	4	3	1	3	2	1	0.6	0.6	0.6	0.15	0.45	0.2	0.1	2.70
64th Ave	State St	19th St	Collector	0.4	Extension - Urban	3 Lane Urban-Asphalt	3	3	3	2	3	2	2	0.45	0.45	0.6	0.3	0.45	0.2	0.2	2.65
Centennial Rd	Jericho Rd	43rd Ave	Arterial	0.75	Reconstruction - Urban	4 Lane Urban	1	3	3	4	2	2	3	0.15	0.45	0.6	0.6	0.3	0.2	0.3	2.60
19th St	Hay Creek Crossing		Collector	0.2	Extension - Urban	3 Lane Urban-Asphalt	3	2	2	2	3	2	5	0.45	0.3	0.4	0.3	0.45	0.2	0.5	2.60
26th St	43rd Ave	Seeland Lp	Arterial	1.5	Extension- Rural	2 Lane Rural	4	3	3	1	3	2	1	0.6	0.45	0.6	0.15	0.45	0.2	0.1	2.55
State St	57th Ave	ND 1804	Arterial	1	Reconstruction - Urban	6 Lane Urban	1	3	3	3	2	1	4	0.15	0.45	0.6	0.45	0.3	0.1	0.4	2.45
57th Ave	26th St	Centennial Rd	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	3	2	2	1	3	2	1	0.45	0.3	0.4	0.15	0.45	0.2	0.1	2.05
57th Ave	19th St	26th St	Arterial	0.8	Extension - Urban	3 Lane Urban-Concrete	3	2	2	1	3	1	1	0.45	0.3	0.4	0.15	0.45	0.1	0.1	1.95
ND 1804	Yukon Dr	19th St	Arterial	0.4	Widen - Rural	3 Lane Rural	2	3	2	1	1	2	1	0.3	0.45	0.4	0.15	0.15	0.2	0.1	1.75
Tyler Parkway	Ash Coulee Dr	57th Ave	Arterial	0.4	Widen - Rural	3 Lane Rural	1	2	1	3	1	2	2	0.15	0.3	0.2	0.45	0.15	0.2	0.2	1.65
43rd Ave	Roosevelt Dr	52nd St	Arterial	0.5	Widen - Rural	3 Lane Rural	1	2	2	2	1	1	2	0.15	0.3	0.4	0.3	0.15	0.1	0.2	1.60
Washington St	Burleigh Ave	S Bismarck Drainag	Arterial		Reconstruction - Urban	4 Lane Urban	1	2	1	1	1	1	5	0.15	0.3	0.2	0.15	0.15	0.1	0.5	1.55
43rd Ave	26th St	Roosevelt Dr	Arterial		Reconstruction - Urban	4 Lane Urban	1	2	1	3	1	1	2	0.15	0.3	0.2	0.45	0.15	0.1	0.2	1.55
43rd Ave	N Washington St	State St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
43rd Ave	State St	26th St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
Century Ave	Centennial Rd	52nd St	Arterial		Reconstruction - Urban	6 Lane Urban	1	1	1	1	1	1	5	0.15	0.15	0.2	0.15	0.15	0.1	0.5	1.40
Ash Coulee Dr	Tyler Parkway	N Washington St	Arterial		Reconstruction - Urban	4 Lane Urban	1	1	1	1	1	1	4	0.15	0.15	0.2	0.15	0.15	0.1	0.4	1.30
Century Ave	52nd St	66th St	Arterial	1	Extension - Urban	3 Lane Urban-Concrete	2	1	1	2	1	1	1	0.3	0.15	0.2	0.3	0.15	0.1	0.1	1.30
Tyler Parkway	Valley Dr	Ash Coulee Dr	Arterial		Reconstruction - Urban	4 Lane Urban	1	1	1	1	1	1	3	0.15	0.15	0.2	0.15	0.15	0.1	0.3	1.20
66th St	Century Ave	43rd Ave	Arterial	0.5	Extension- Rural	2 Lane Rural	1	1	1	1	1	1	1	0.15	0.15	0.2	0.15	0.15	0.1	0.1	1.00

RURAL ROADS SALES TAX USAGE POLICY

There are a number of rural roads within the city limits. These rural roadways are typically two lane asphalt roadways with narrow shoulders, limited or no facilities related to pedestrian needs, and grass ditches to convey runoff. Historically these rural roadways originated on the fringes of the city and served to deliver rural area traffic into or around the city. Over time as the city expanded, these rural roadways have been partially or fully annexed into the city. Rural roadway safety concerns are becoming greater due to increased traffic volumes and increased traffic turning movements.

The cost of upgrading this type of rural roadway into a fully urban roadway section with greater roadway width and a curb and gutter section would typically be assessed to the adjacent property owner or $\frac{1}{2}$ the distance to the next arterial roadway. In some cases, an urban section without curb and gutter throughout may be allowed, for example, River Road north of Fraine Barracks and Main Avenue east of 26th Street. In some instances, due to partial annexation of land (i.e., parcels on only one side of the roadway) into the city, or as a result of formal protests by more than 50% of the adjacent landowners, the special improvement district to fund the urban reconstruction of the rural roadway is not assessable. Deterioration of the rural roadway continues and the city has little recourse but to expend public funds to patch the roadway in an attempt to provide a safe roadway for the traveling public.

To provide a funding mechanism to assist with the conversion of such rural roadway sections, the City Commission has approved an allocation of sales tax funds dedicated to the conversion of rural roadway to urban roadways within or partially within the city limits. The following policies are intended to govern the practices used to determine which roadways are eligible for these funds and under which circumstances the sales tax funds can be applied.

1. If the adjacent land on both sides of the rural roadway has been annexed into city limits, the cost of the roadway improvements shall be assessed against the benefitting properties in accordance with the existing city of Bismarck policies regarding roadway improvements. This also applies when the roadway is an arterial roadway and all parcels within roughly $\frac{1}{2}$ the distance to the next arterial roadway are also annexed.
2. Roadway improvements eligible for the rural road Sales Tax funds may include, if approved by the City Commission, temporary surface street overlays, street lights, temporary traffic signals, turn lanes, walking trails, local drainage improvements, and urban street reconstruction.

3. If some of the adjacent land on one side of the rural roadway has been annexed into the city limits but the adjacent land on all or a portion of the opposite side has not been annexed into the city limits, the cost of the roadway improvements shall be assessed against the annexed properties and the proportionate cost of the roadway improvements of the non-annexed properties shall be held in abeyance until such time that those properties annex to the city of Bismarck. The abeyance cost of the urban roadway project is eligible for the rural roads sales tax funds.
4. If only the roadway itself has been annexed into the city by a "flagpole annexation" to extend to a property at the tip of the flagpole, then the costs of the urban roadway improvements shall be held in abeyance until such time as any of the abutting or $\frac{1}{2}$ distance to next arterial roadway property annexes to the city of Bismarck at which time the costs shall be levied against the benefitting properties. The abeyance cost of the urban roadway project is eligible for the rural road sales tax funds.



Administration Department

DATE: July 14, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Portfolio Assignments

REQUEST:

Consider the recommendation from Mayor Mike Schmitz for portfolio assignments and designation of Vice Chair of the Board of City Commissioners.

BACKGROUND INFORMATION:

Bismarck City Ordinance 2-06-04 (referencing North Dakota Century Code Chapter (NDCC) 40-09-12) states: Departments of Administration of City Divided Among Commissioners - Duties.

The Board of City Commissioners, by a majority vote of all the members thereof, shall designate from among its members:

1. A police and fire commissioner who shall have under his or her special charge the enforcement of all police regulations of the city and the general supervision of the fire department of the city.
2. A commissioner of streets and improvements who shall have under his or her special charge the supervision of the streets and alleys of the city and who shall be charged with responsibility for the lighting, cleaning, and sanitary condition of the streets and alleys and with the enforcement of all rules and regulations relating thereto, and with the preservation of the health of the inhabitants of the city, and the supervision of all public improvements, and shall see that all contracts for such improvements and conditions of all grants of franchises or privileges are complied with faithfully and performed.
3. A waterworks and sewerage commissioner who shall have under his or her special charge the waterworks and sewerage department of the city and who shall see to the enforcement of all regulations with respect to said departments and all revenue pertaining thereto.
4. A commissioner of finance and revenue who shall have under his or her special charge the enforcement of all laws for the assessment and collection of taxes of every kind and the collection of all revenues belonging to the city, from whatever source the same may be derived, and who shall examine into and keep informed as to the finances of the city. The duties assigned by this section and any other duties with regard to other departments of the city may be otherwise distributed by a majority vote of the board.

The City of Bismarck interprets this language to reflect the assignment of portfolios for each of

the five members of the Board of City Commissioners. In addition to the assigned areas prescribed by the NDCC, additional City departments, boards, committees, and liaison positions have been identified and assigned to Commission members. The purpose of portfolio assignments is to identify areas of focus for each member of the City Commission and to assign roles for the various boards and committees that provide recommendations to the City Commission.

Mayor Mike Schmitz will provide the proposed portfolio assignments and his recommendation for the Vice Chair of the Board of City Commissioners to the Commission at the July 14, 2026, meeting.

RECOMMENDED CITY COMMISSION ACTION:

Consider the recommendation from Mayor Mike Schmitz and direct staff on appropriate actions.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. 2026 Board of City Commissioners Portfolio Assignments
2. BisMan Transit Board Liaison Description
3. Dakota Media Access Board Liaison Description
4. Library Liaison Description
5. Parking Authority Liaison Description

City of Bismarck 2026 Portfolio Assignments

Mayor Schmitz 2026 - 2030	Commissioner John Risch 2024 - 2028	Vice Chair
Administration Department Legal Department Finance Department * & Budget Committee Human Resources Department Metropolitan Planning Organization Policy Board Planning Department IT/GIS Department City Planning & Zoning Commission Vision Fund Committee & Economic Development Bismarck Event Center Authority Board	Public Works Service Operations * Airport Department Engineering Department * Building Inspections Department Bismarck-Burleigh Commissions Committee	
	Commissioner Amelia Doll 2026 - 2030	
	Bismarck Police Department * Bismarck Fire Department * CenCom Board Bismarck Veterans Memorial Public Library Board Liaison Renaissance Zone Authority	
Commissioner Mike Connelly 2024 - 2028	Commissioner Matt Hull 2026 - 2030	
Municipal Court Department Bismarck-Mandan Mayors' Committee for People with Disabilities Burleigh County Planning Commission Parking Authority Liaison BisMan Transit Board Liaison Dakota Media Access Board Liaison	Public Works Utility Operations Department * Public Health Department Human Relations Committee Historic Preservation Committee Burleigh County Planning Commission	
(Reference: NDCC Sec. 40-09-12)		
2-06-04. Departments of Administration of City Divided Among Commissioners - Duties. The Board of City Commissioners, by a majority vote of all the members thereof, shall designate from among its members: 1. A police* and fire* commissioner who shall have under his or her special charge the enforcement of all police regulations of the city and the general supervision of the fire department of the city. 2. A commissioner of streets* and improvements * who shall have under his or her special charge the supervision of the streets and alleys of the city and who shall be charged with responsibility for the lighting, cleaning, and sanitary condition of the streets and alleys and with the enforcement of all rules and regulations relating thereto, and with the preservation of the health of the inhabitants of the city, and the supervision of all public improvements, and shall see that all contracts for such improvements and conditions of all grants of franchises or privileges are complied with faithfully and performed. 3. A waterworks and sewerage commissioner who shall have under his or her special charge the waterworks and sewerage department of the city and who shall see to the enforcement of all regulations with respect to said departments and all revenue pertaining thereto. 4. A commissioner of finance and revenue who shall have under his or her special charge the enforcement of all laws for the assessment and collection of taxes of every kind and the collection of all revenues belonging to the city, from whatever source the same may be derived, and who shall examine into and keep informed as to the finances of the city. The duties assigned by this section and any other duties with regard to other departments of the city may be otherwise distributed by a majority vote of the board.		



BISMARCK CITY COMMISSION BIS-MAN TRANSIT BOARD LIAISON DEFINITION

Position Definition

The Bismarck City Commission Bis-Man Transit Board Liaison is a non-voting representative appointed from the City Commission to serve as the official communication bridge between the City Commission and the Bis-Man Transit Board. The Liaison ensures alignment on local transportation goals, updates both bodies on relevant policy decisions, and fosters collaborative community transit solutions.

Key Responsibilities

- **Communication:** Act as the primary “go-between” to relay board updates to the Commission and communicate City of Bismarck priorities back to the Bis-Man Transit Board.
- **Policy & Project Alignment:** Monitor transit initiatives, budget discussions, and service changes to ensure they align with city planning goals.
- **Active Advocacy:** Provide context and feedback during Board discussions to represent the City's interests without holding voting power.

Meeting Commitment

- **Schedule:** Meets monthly on the fourth Thursday of the month.
- **Exceptions:** Meets on the third Thursday in November and December.
- **Time:** Meetings begin at 11:30 AM and typically last one hour.
- **Format:** Attendance is flexible, allowing for either virtual or in-person participation.





BISMARCK CITY COMMISSION DAKOTA MEDIA ACCESS BOARD LIAISON

Position Definition

The Bismarck City Commission Dakota Media Access (DMA) Board Liaison is a non-voting representative appointed from the City Commission to serve as the official communication bridge between the City Commission and the Dakota Media Access Board of Directors. The Liaison promotes communication and collaboration between the City Commission and the DMA Board, helps share information and priorities between both organizations, and supports the shared goal of providing transparent government, community engagement, and public access media services to the citizens of Bismarck.

Key Responsibilities

- **Communication:** Act as the primary liaison between the City Commission and the Dakota Media Access Board by relaying Board updates to the Commission and communicating City priorities and initiatives to the Board.
- **Partnership & Strategic Alignment:** Foster collaboration between the City of Bismarck and Dakota Media Access to support government transparency, civic engagement, community programming, and public access media services.
- **Information Sharing:** Provide context and feedback during Board discussions while communicating DMA programs, accomplishments, opportunities, and challenges to the City Commission. Participate in Board discussions without voting authority.
- **Relationship Building:** Help maintain a productive working relationship between the City Commission and the independent DMA Board while respecting the Board's governance responsibilities.

Meeting Commitment

- **Schedule:** Meets six times annually.
- **Time:** Meetings are held from **12:00 PM to 1:30 PM**.
- **Location:** Dakota Media Access.
- **Format:** Meetings are conducted in person.



Bismarck Veterans Memorial Public Library

Bismarck City Commission Library Liaison Definition

The library liaison serves as an important communication bridge between the City Commission and the library's independent governing board, and is filled by either a City Commissioner or the Mayor. The liaison serves in an advisory, collaborative, and non-voting capacity, fostering mutual understanding and effective communication among the City Commission, the Library Board of Directors, and Library Administration.

In accordance with NDCC 40-38, the Library Board of Directors is entrusted with the legal authority to establish library policies, oversee expenditures from the library fund, ensure the proper care and custody of library property, and supervise the Library Director. The Board President serves as the designated municipal representative, as the primary spokesperson for communication between the Library Board of Directors and the City of Bismarck.

The purpose of the liaison position is to strengthen communication and collaboration between the City Commission and the library while recognizing and respecting the independent governance responsibilities of the Library Board of Directors. The Library Director will keep the liaison informed of significant library initiatives, projects, and issues, and may seek the liaison's perspective or assistance in facilitating communication with the City Commission.

Key Responsibilities

Communication

- Foster open and effective communication among the City Commission, Library Board of Directors, and Library Director.
- Share information and provide context to support productive collaboration while respecting the distinct roles and responsibilities of each governing body.

Awareness

- Develop a working understanding of the library's mission, vision, guiding principles, strategic goals, and community priorities.

Support During the Budget Process

- Provide information and context to fellow City Commissioners regarding the library's budget requests during the City's annual budget process.
- Help facilitate communication between the library and the City Commission regarding funding priorities.

Community Engagement

- Attend library programs, events, and community activities as a special guest, as requested.
- Offer welcoming remarks or represent the City Commission at library functions, as requested.

Meeting Commitment

- The library liaison is welcome to attend meetings of the Library Board of Directors as a guest. Attendance is optional when schedules permit but is neither required nor expected. The liaison will receive notice of all regular and special Library Board of Directors meetings.
- **Regular Meetings:** The Library Board of Directors meets on the fourth Thursday of each month at noon at the library, unless otherwise scheduled due to holidays or other circumstances.
- **Special Meetings:** Additional meetings may be called as needed to address time-sensitive matters.



Bismarck City Commission Bismarck Parking Authority Liaison

Position Definition

The City Commission Liaison to the Bismarck Parking Authority is a non-voting representative appointed from the Board of City Commissioners to serve as the official communication bridge between the City Commission and the Bismarck Parking Authority. The Liaison ensures alignment on the management, operation, development, and maintenance of City-owned parking structures and City-owned off-street parking lots, updates both bodies on relevant decisions, and fosters collaborative efforts to downtown parking solutions.

Key Responsibilities

- **Communication:** Act as the primary “go-between” to relay board updates to the Board of City Commissioners and communication City of Bismarck priorities to the Bismarck Parking Authority.
- **Policy & Project Alignment:** Monitor Bismarck Parking Authority initiatives, budget discussions, maintenance & repair projects, operations, and communications to ensure they align with City goals and objectives.
- **Active Advocacy:** Provide context and feedback during Authority Board discussions to represent the City’s interests.

Meeting Commitment

- **Schedule:** Meetings monthly on the second Thursday of each month.
- **Time:** Meetings begin at 9AM and typically last one hour.
- **Location:** City/County Office Building – 221 North 5th Street | Tom Baker Meeting Room

City of Bismarck Mission: Together, we deliver exceptional public service.

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