



Board of City Commissioners

August 25, 2026

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

The City of Bismarck encourages citizens to provide their comments for public hearing items on the Bismarck City Commission agenda via email to bismarckadmin@bismarcknd.gov by 3:30 PM on the day of the meeting. Please include the item number that your comment references. The comments will be sent to the members and placed with the minutes.

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

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

CALL TO ORDER

FUTURE COMMISSION MEETINGS

September 8, 2026 & September 22, 2026
October 13, 2026 & October 27, 2026
November 10, 2026 & November 24, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. 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.

2. 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. Receive bids and award the contract for the Bismarck Event Center HVAC Project.
 2. Application to the Fort Abraham Lincoln Foundation to conduct gaming at 1700 River Road.
 3. Introduction of and call for a public hearing on an application for a Class G: Catered Retail Alcoholic Beverages license by Thomas & Moriarty's, LLC (dba) Thomas & Moriarty's at 200 West Main Avenue, Mandan, ND.
- E. Consider the request for approval from the Bismarck Airport for the following:
1. Sole source purchase of FlyMyAirport Website Tool.
 2. Selection Committee's recommendation on Airport Parking Lot Concession request for proposals (RFP).
- F. Consider the request for approval from the Bismarck-Burleigh Public Health Department for the following:
1. Adjustments to the Public Health fee schedule.
- G. Consider the request for approval from the Engineering Department for the following:
1. Geotechnical testing services contract with Terracon Consultants, Inc. relating to 2026 Geotechnical Services.
 2. Insufficiency of protests on the resolution of necessity for Street Improvement District SI 603.
- H. Consider the request for approval from the Finance Department for the following:
1. Introduction of and call for public hearing on Ordinance 6681 for the 2027 City budget.
 2. Resolution directing special assessments to be levied.
 3. Application for abatement.
- I. Consider the request for approval from the Legal Department for the following:
1. Introduction of and call for a public hearing on Ordinance 6680 to Amend Section 12-09-41 and Chapters 12-11 and 12-12 of the Code of Ordinances of the City of Bismarck relating to Motorized Scooters, Regulations for Motorcycles and Regulations for Bicycles.

- J. Consider the request for approval from the Police Department for the following:
 - 1. Consider approval to accept FY 2025 State Homeland Security Grant in the amount of \$158,000.
 - 2. Autonomous Technology Grant from the State of North Dakota.
- K. Consider the request for approval from the Public Works - Service Operations Department for the following:
 - 1. Permission to award the Landfill Radiant Heater System to Northern Plains Heating and Air Conditioning, LLC.
 - 2. Permission to Sell or Dispose of City Assets from Numerous City Departments.
 - 3. Sole Source Purchase Request and revised project costs for PWS-STL 26-06 for the replacement of pedestrian street light fixtures in the Downtown Historic District.
- L. Consider the request for approval from the Public Works - Utility Operations Department for the following:
 - 1. Change Order 1 with Cofell's Plumbing & Heating for the WU 149 project.
 - 2. Change Order 12 with PKG Contracting for slide gates in the Pretreatment Building at the Wastewater Treatment Plant (WWTP).

3. **REGULAR AGENDA**

- A. Public hearing on Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat.
- B. Public hearing on Ordinance 6679, a zoning map amendment, and Paradise Valley Third Addition, a preliminary subdivision plat.
- C. Request to continue the public hearing on Ordinance 6678 to amend sections 5-01-01, 5-01-06, 5-01-07, 5-01-13, and 5-03-05, of the City of Bismarck Code of Ordinances Relating to Alcoholic Beverages and Civic Center Exception, and Repeal 5-01-20 Relating to Enclosed Booths and Access to Licensed Premises and 5-10-01 Relating to Sunday Opening of Grocery Stores, due to publication deadlines.
- D. Public hearing to approve a non-exclusive right of way occupancy agreement with Metro Fibernet, LLC.
- E. Consider the request to receive a report from the Bismarck-Mandan Chamber EDC relating to the economic development services provided.
- F. Consider the request to receive updated information relating to the proposed City Hall renovation project.

- G. Consider the request from Burleigh County to terminate the 2004 Emergency Management Joint Powers Agreement and proposal to reduce the Burleigh County obligation for annual lease cost share for the Emergency Operations Center portion of the facility.

4. OTHER BUSINESS

ADJOURN



MEETING OF THE BOARD OF CITY COMMISSIONERS

8/11/2026 - MINUTES

CALL TO ORDER

The Board of City Commissioners met on August 11, 2026, at 5:15 PM in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota. Commissioners Connelly, Hull, Risch, Doll, and Mayor Schmitz were present.

FUTURE COMMISSION MEETINGS

August 25, 2026
September 8, 2026 & September 22, 2026
October 13, 2026 & October 27, 2026

MISSION STATEMENT

Together, we deliver exceptional public service.

MEETING OF THE BOARD OF CITY COMMISSION

1. 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. Sarah Kallhoff spoke on behalf of item 3.G and is in support of a ban on kratom and other synthetic derivatives.
2. [Lexi Gunderson spoke on behalf of item 3.G and is in support of a ban on kratom and other synthetic derivatives.](#)
3. [Allison Smith, Director of Government Affairs for the Global Kratom Coalition, spoke on behalf of item 3.G and agrees there is a regional issue with kratom, policy should differentiate between traditional natural leaf products and dangerous, lab-created synthetic alternatives.](#)

2. CONSENT AGENDA

Mayor Schmitz requested to pull item E.2 due to a conflict of interest.

Commissioner Hull requested to pull item G.5 due to a conflict of interest.

Commissioner Doll moved to approve the consent agenda removing items E.2 and G.5.

Commissioner Hull seconded the motion. M/C

Commissioner Doll moved to approve item E.2 as presented. Commissioner Hull seconded the motion. M/C. Mayor Schmitz abstained from voting.

Commissioner Connelly moved to approve item G.5. Mayor Schmitz seconded the motion. M/C. Commissioner Hull abstained from voting.

A. Consider approval of minutes

B. Consider approval of personnel actions

C. Consider approval of expenditures

Vouchers: 1133968-1134202

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

1. Change order to Weisz and Son's contract for the outfall repair project.
2. Department of Homeland Security Law Enforcement Officer Reimbursement Grant application.

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

1. Introduction of and call for a public hearing to approve a non-exclusive right of way occupancy agreement with Metro Fibernet, LLC.
2. Encroachment and Waiver Agreement with Church of the Ascension.
3. Encroachment Agreement at 2513 E Main Ave.
4. Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Street Improvement District No. SI 601 and Sewer Improvement District No. SE 587.

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

1. Resolution directing special assessments to be levied.

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

1. Introduction of and call for a public hearing on Ordinance 6679, a zoning map amendment from the existing RM30 – Residential (RM-Residential Multi-Family) zoning district to the CX-Commercial Mixed-Use and RM-Residential Multi-Family zoning districts, and a preliminary subdivision plat titled Paradise Valley Third Addition, where the Planning and Zoning Commission recommends approval.
2. For the Bismarck-Mandan Metropolitan Planning Organization, on behalf of Bis-Man Transit, to decommission and dispose of four (4) Ford Econoline paratransit buses.
3. Addendum to the Advanced Traffic Analysis Center (ATAC) Master Agreement for Signalized Intersection Traffic & Pedestrian Data Collection in Bismarck.
4. Amendment to the Addendum to the Master Agreement with Advanced Traffic Analysis Center (ATAC) for Signalized Intersection Traffic & Pedestrian Data Collection in Mandan.
5. Passenger Rail Station Siting Study Contract.

3. **REGULAR AGENDA**

- A. 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.

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

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

- B. 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.

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

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

- C. Public hearing on Ordinance 6678 to amend sections 5-01-01, 5-01-06, 5-01-07, 5-01-13, and 5-03-05, of the City of Bismarck Code of Ordinances Relating to Alcoholic Beverages and Civic Center Exception, and Repeal 5-01-20 Relating to Enclosed Booths and Access to Licensed Premises and 5-10-01 Relating to Sunday Opening of Grocery Stores.

Mayor Schmitz noted that the public hearing for this item would need to be extended to the next commission meeting due to complications with the public notice process.

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

Commissioner Connelly moved to extend the item to the August 25, 2026, City Commission meeting, and Commissioner Risch seconded. Upon a roll call vote, all voted aye. M/C.

- D. Public hearing on the release of the access, watermain, sanitary sewer, stormwater, drainage, and utility easement on Lot 1 less the South 5 feet and all of Lot 2, Block 1, Tree Top Addition First Replat

Mayor Schmitz opened the public hearing.

- Landon Niemiller, a representative of Swenson, Hagen & Company, stood for any questions the commission had.
- Mark Hanson, owner of the project, gave clarification of the project.

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

- E. Consider the request to receive an update on the Water Treatment Plant Expansion Project and approve funding sources.

Public Works Utility Operations Director, Michael Mart, provided an update on the Water Treatment Plant Expansion Project and wanted to discuss next steps for funding the project. Director Mart proposed applying for a Drinking Water State Revolving Fund (DWSRF) grant to fund the remaining balance of the project.

- [Presentation](#)

Commissioner Hull moved to approve the application and potential receipt of the DWSRF grant, and Commissioner Doll seconded. Upon a roll call vote, all voted aye. M/C.

- F. Consider the request from the Finance Department to accept the 2025 Audit Results and the 2025 Annual Comprehensive Financial Report.

Finance Director, Ryan Skor, presented a summary of the 2025 Annual Comprehensive Financial Report (ACFR), Schedule of Expenditures of Federal Awards, and the 2025 audit results.

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

- G. Consider the request by Commissioner Connelly to discuss the upcoming September 2, 2026 special legislative session and the topic of kratom.

Commissioner Connelly discussed the upcoming special legislative session to discuss the Governor's announcement of the banning of kratom. Commissioner Connelly asked the commission if it was their desire to take a formal position prior to the legislative session.

Mayor Schmitz commented that currently the City does not know the official position of the state, and therefore believes it is premature for the City to take a position and proposed possibly hosting a special City Commission meeting when more information comes from the State and at that time develop a formal position.

There was consensus among the Commission to wait until more information from the State is presented.

- [Public Health Handout](#)

- H. Consider the request by Commissioner Connelly to discuss non-disclosure agreements relating to City of Bismarck staff and North Dakota open records laws.

Commissioner Connelly raised concerns regarding the use of non-disclosure agreements (NDAs) by public officials in other communities, prompting a review of how such agreements align with North Dakota open records laws.

City Attorney Julie Mees clarified that under state law (ND Century Code 44-04), all City records are public by default, with limited exceptions, such as confidential information, and affirmed that the City of Bismarck adheres to these legal requirements.

4. OTHER BUSINESS

- A. Commissioner Risch discussed the public concern over Flock Cameras, and clarified that the City of Bismarck doesn't utilize Flock Cameras. Commissioner Risch clarified that there are some private businesses that use Flock Cameras.
- B. Mayor Schmitz requested permission to form a task force to help the Engineering Department develop a proposal for a street utility fee. Mayor Schmitz also stated that he would like this committee to help develop a strategy for public engagement and education regarding the details of the future proposed street utility fee.
- Commissioner Risch moved to approve the Mayor's request, and Commissioner Hull seconded. Upon a roll call vote, all voted aye. M/C.

ADJOURN

There being no further business to discuss, the meeting was adjourned at 6:36 PM.

PERSONNEL ACTIONS FOR THE MEETING ON AUGUST 25, 2026

<u>Full-Time and Part-Time Appointments</u>	<u>Department</u>	<u>Status/Action</u>	<u>Date</u>
Vincent, Melanie – 911 Comm Specialist	CenCom	Full-Time	09/04/2026
Magness, Jacob – Survey Tech II	Engineering	Full-Time	08/31/2026
Muehler, Joshua – Fleet Tech I	PW-Services	Full-Time	09/14/2026
Perius, Jason – Waster Service Worker	PW-Services	Full-Time	08/24/2026
Grinsteinner, Joseph – Water Plant Operator I	PW-Utility	Full-Time	8/17/2026
Leier, Hunter – Water Plant Operator I	PW-Utility	Full-Time	08/10/2026
<u>Separations</u>			
Simmons, Cecilia – Office Assistant II	Assessing	Full-Time	08/13/2026
Thompson, Michael – Engineering Intern	Engineering	Part-Time	08/14/2026
Watson, Isaac – Firefighter	Fire	Full-Time	08/14/2026
Schmidt, Chase – Mosquito Surveillance Officer	Public Health	Part-Time	08/14/2026
Ware, Kristi – Social Worker	Public Health	Part-Time	08/11/2026
Lee, James – Forestry Tech	PW-Services	Part-Time	08/07/2026
<u>Others</u>			
Johnson, Hunter – Streets Crew Lead	PW-Services	Full-Time	08/16/2026
Ohlhauser, Matthew – Streets Crew Lead	PW-Services	Full-Time	08/16/2026
Wetzel, Dennis – Streets Crew Lead	PW-Services	Full-Time	08/16/2026



Administration Department

DATE: August 25, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Event Center HVAC Bids

REQUEST:

Receive bids and award the contract for the Bismarck Event Center HVAC Project.

BACKGROUND INFORMATION:

The 2025 Bismarck Event Center Capital Improvement Plan identified several major infrastructure projects scheduled for completion between 2025 and 2031. The central project planned for this period is the design and construction of the HVAC Modernization Project. The project will replace or upgrade aging HVAC, plumbing, and stormwater piping systems, together with the associated electrical infrastructure. The work also includes an expansion of the exhibit hall loading dock to accommodate the relocation of new cooling equipment. In addition, the project will upgrade the building-wide control system, improve operational and energy efficiency, and provide greater flexibility to support the Event Center's diverse mix of current and future events.

The Architect's estimate for the base bid, as presented in the 2025 Capital Improvement Plan, was \$15,000,000. Bids were received on July 27, 2026. The project was bid using a design-bid-build, multiple-prime delivery method in compliance with applicable state and local laws. Multiple bids were received for the general, mechanical, and electrical construction contracts, as shown in the attached bid tabulation.

The apparent low bidders are Northwest Contracting, Inc. for general construction at \$1,345,860.00; Central Mechanical, Inc. for mechanical construction at \$11,590,000.00; and Edling Electric, Inc. for electrical construction at \$1,888,000. The electrical bid also included Alternate No. 1 in the amount of \$19,400.00 and Alternate No. 2 in the amount of \$4,500.00 for fire alarm improvements, both alternates are recommended. The combined value of the apparent low base bids and both alternates is \$14,847,760.00, which is \$152,240.00 below the architect's estimate.

RECOMMENDED CITY COMMISSION ACTION:

Receive bids and award contract for the base bid and alternates for the Bismarck Event HVAC Modernization – Phase 1.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Tabulation of Bids

TABULATION OF BIDS

PROJECT: BEC HVAC Modernization - Phase 1 315 South 4th Street Bismarck, ND 58504 BIDS RECEIVED BY: Jeff Ubl, Principal Architect Übl Design Group, P.C.	BID TIME & DATE: Bids Received at 3:00 PM Central Time Bid Opening at 4:00 PM Central Time July 27, 2026 BID LOCATION: Office of the City Administrator 221 North 5th Street Bismarck, ND 58506	
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GENERAL CONSTRUCTION BIDS

	CONTRACTOR NAME City, State	ADDENDA ACKNOWLEDGEMENT			ENVELOPE #1		BASE BID	ALTERNATE E1	ALTERNATE E2	
		Addendum #1 July 2, 2026	Addendum #2 July 10, 2026	Addendum #3 July 21, 2026	Bid Bond (5%)	ND Contractor's License #				
1	Capital City Construction Bismarck, ND	X	X	X	X	X	\$1,425,000.00	NB	NB	\$1,425,000.00
2	Northwest Contracting Bismarck, ND	X	X	X	X	X	\$1,345,860.00	NB	NB	\$1,345,860.00

MECHANICAL CONSTRUCTION BIDS

	CONTRACTOR NAME City, State	ADDENDA ACKNOWLEDGEMENT			ENVELOPE #1		BASE BID	ALTERNATE E1	ALTERNATE E2	
		Addendum #1 July 2, 2026	Addendum #2 July 10, 2026	Addendum #3 July 21, 2026	Bid Bond (5%)	ND Contractor's License #				
2	Central Mechanical Bismarck, ND	X	X	X	X	X	\$11,590,000.00	NB	NB	\$11,590,000.00
3	City Air Mechanical Inc. Bismarck, ND	X	X	X	X	X	\$15,613,000.00	NB	NB	\$15,613,000.00

ELECTRICAL CONSTRUCTION BIDS

	CONTRACTOR NAME City, State	ADDENDA ACKNOWLEDGEMENT			ENVELOPE #1		BASE BID	ALTERNATE E1	ALTERNATE E2	
		Addendum #1 July 2, 2026	Addendum #2 July 10, 2026	Addendum #3 July 21, 2026	Bid Bond (5%)	ND Contractor's License #				
1	Edling Electric Bismarck, ND	X	X	X	X	X	\$1,888,000.00	\$19,400.00	\$4,500.00	\$1,911,900.00
	YES LLC Dickinson, ND	X	X	X	X	X	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00



Administration Department

DATE: August 25, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Gaming site authorization - Fort Abraham Lincoln Foundation

REQUEST:

Application to the Fort Abraham Lincoln Foundation to conduct gaming at 1700 River Road.

BACKGROUND INFORMATION:

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

RECOMMENDED CITY COMMISSION ACTION:

Approve the gaming site authorization application.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. The Landing Site Auth



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

License Number (Office Use Only)

Site Owner (Lessor) The Landing Restaurant & Bar		Site Name The Landing Restaurant & Bar		Site Phone Number 701-955-4569
Site Address 1700 River Road	City Bismarck	State ND	Zip Code 58503	County Burleigh
Organization Fort Abraham Lincoln Foundation		Rental Period 07/01/2026 to 06/30/2027		Monthly Rent Amount
1. Is Bingo going to be conducted at the site? ☐ No ☐ Yes				
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. ☐ No ☐ Yes				\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ ☒ Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ ☒ Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ ☒ Rent per Table \$ _____				\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device				\$ 400⁰⁰
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____				\$
Total Monthly Rent				\$ 400⁰⁰
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				
TERMS OF RENTAL AGREEMENT: This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business. The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization. The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed. If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site. The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds. The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee. The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name. A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest. At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.				
Signature of Lessor 		Title Owner		Date 08/05/26
Signature of Lessee 		Title Executive Director		Date 08/05/26



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization
Fort Abraham Lincoln Foundation

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

Name of Location The Landing Restaurant & Bar		County Burleigh
Address 1700 River Road	City Bismarck	ZIP Code 58503
Beginning Date(s) Authorized 9/01/2026	Ending Date(s) Authorized 6/30/2027	Number of Twenty One Tables (Enter 0 if none) 0
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Southwest wall of resturant/bar area		
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known		

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.			
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)			
☐ Bingo	☐ Prize Board	☒ Pull Tab Dispensing Device	☐ Electronic Quick Shot Bingo
☐ Raffles	☐ Punchboard	☒ Electronic Pull Tab Device	☐ Paddlewheel with Tickets
☐ Twenty-One	☐ Poker	☐ Prize Board Dispensing Device	☐ Club Special
☐ Sports Pool	☐ Calcuttas	☐ Paddlewheel Table	☐ Tip Board
☐ Pull Tab Jar	☐ Seal Board	☐ Electronic 50/50 Raffle	
Days of week of gaming operations (if restricted) Sunday through Saturday		Hours of gaming operations (if restricted) 11am - 1am	

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

APPROVAL	
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS

1. **City/County** - Generate and retain a copy of the approved Site Authorization for your records.
2. **City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
3. **Charitable Gaming Organization** - Upload the signed Site Authorization through the **Charitable Gaming Portal**. Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.

The Landing

N

Restaurant
& Bar Area

Bar

E

Pull Dispense
To machine

Shop
G.F.

S

Patio



Administration Department

DATE: August 25, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Application for a new Class G Catering License

REQUEST:

Introduction of and call for a public hearing on an application for a Class G: Catered Retail Alcoholic Beverages license by Thomas & Moriarty's, LLC (dba) Thomas & Moriarty's at 200 West Main Avenue, Mandan, ND.

BACKGROUND INFORMATION:

Thomas & Moriarty's, LLC (dba) Thomas & Moriarty's is applying for a Class G: Catered Retail Alcoholic Beverages license at 200 West Main Avenue, Mandan, ND.

Class G. A license to sell catered alcoholic beverages on-sale only, may be issued subject to the following conditions:

1. The licensee shall not be permitted to provide on-sale alcoholic beverages at a site owned, leased or operated by the licensee.
2. The licensee must obtain and keep in effect off-premises alcohol liability insurance and provide the City proof of insurance with its license application.
3. Gross sales of alcoholic beverages may not be greater than 45 percent of the total gross sales of food and alcoholic beverages. All Class 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, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the Commission deems necessary.

RECOMMENDED CITY COMMISSION ACTION:

Call for a public hearing on the Class G: Catered Retail Alcoholic Beverages license by Thomas & Moriarty's, LLC (dba) Thomas & Moriarty's at 200 West Main Avenue, Mandan, ND, and approve as presented.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Thomas & Moriarty's Application

Print**Retail Alcohol Beverage License - Submission #39765**

Date Submitted: 7/6/2026

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

Renewal

License Type*

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

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

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

Thomas & Moriarty's

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

Thomas & Moriarty's LLC

Date of Incorporation:*

02-07-2018

State of ND Liquor License No.:

AA-02038

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

- ☐ Yes
- ☐ No
- ☐ N/A

Location Address:*

200 W. Main Ave.

City:*

Mandan

State:*

ND

Zip:*

58554

Phone No.:***Name and Title of Person Completing Form (must be the person listed in ownership information or manager):**

Stacy Sturm

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

Stacy Sturm

Email Address:***Mailing Address:*****City:***

Mandan

State:*

ND

Zip:*

58554

Phone No.:***Manager's Name:***

Michael Kashey

Date of Birth:*

-1974

Percentage of Ownership:*

40%

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

ND

Gender:

M

Race:

Caucasian

Home Address:***City:***

Bismarc

State:*

ND

Zip:*

58501

Phone No.:***Officer/Director/Stockholder Title:***

Co-owner, General Manager

Email Address:***List all officers, directors, and stockholders of corporation and percentage of ownership:****Name:***

Stacy Sturm

Date of Birth:*

1974

Percentage of Ownership:*

60%

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

ND

Gender:

F

Race:

Caucasian

Home Address:*

City:*

Bismarck

State:*

ND

Zip:*

58501

Phone No.:***Officer/Director/Stockholder Title:***

Co-owner

Email Address:**Name:****Date of Birth:****Percentage of
Ownership:****Driver's License No.:****State Issued:****Gender:****Race:****Home Address:****City:****State:****Zip:****Phone No.:****Officer/Director/Stockholder Title:****Email Address:****Name:****Date of Birth:****Percentage of
Ownership:**

Driver's License No.:**State Issued:****Gender:****Race:****Home Address:****City:****State:****Zip:****Phone No.:****Officer/Director/Stockholder Title:****Email address:****Please submit all officers that will not fit on this form.** No file chosen

The undersigned states that the following information is true and correct.**1. Are manager and partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States?***

- ☒ Yes
☐ No

If no, please explain:**2. Have any of the persons listed above been convicted of any crime within the past five years? ***

- ☐ Yes
☒ No

If yes, list all convictions and the dates, locations and sentence of disposition of each:**3. Does the building meet all state and local sanitation and safety requirements?***

- ☒ Yes
☐ No

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

- ☐ Yes
☒ No

If yes please, give details:

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

- ☒ Yes
☐ No
☐ N/A

If yes please, give details:

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

- ☐ Yes
☒ No

If yes please, give details:

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

- ☐ Yes
☒ No

If yes please, give details:

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

- ☐ Yes
☒ No

If yes please, give details:

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

- ☒ Yes
☐ No

If yes please, give details:

We used to be part owner of Oscar's in Bismarck.

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

- ☐ Yes
☒ No

If yes please, give details:

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

- ☒ Yes
☐ No

If not please, explain why:

Special Requirements:

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

Upload Gross Food Sales Report:

ND Tax Reports.pdf

.....

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.

Upload Alcohol Sales Report

No file chosen

Liquor License Site Diagram Requirements:

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

Upload Site Diagram:*

IMG.jpeg

Liquor License Transfers

Download Required Form for License Transfer:

[Alcoholic Beverage License Transfer Form](#)

Upload Notarized Alcoholic Beverage License Transfer Form

No file chosen

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

☒ I agree

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

☒ I agree

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

☒ I agree

Signature of Applicant:*

Stacy Sturm

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

☒ Electronic Signature

Date:*

7/6/2026

Payment Options:*

Credit Card Authorization Form

NOTE: This application must be accompanied by required fees.

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

Credit Card

[Credit Card Authorization Form](#)

Upload Credit Card Authorization Form

Credit Card Authorization.pdf

Mail Payments To:

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



Airport

DATE: August 25, 2026

FROM: Gregory Haug, Airport Director

ITEM: Sole Source Request for FlyMyAirport

REQUEST:

Sole source purchase of FlyMyAirport Website Tool.

BACKGROUND INFORMATION:

FlyMyAirport is a company that provides a website booking tool for airport websites. The purpose of the website booking tool is to enhance an airport's website by providing a travel booking tool on the homepage that is easily accessible to passengers. The booking tool will provide passengers with information on the multiple flight options outside of Bismarck Airport. For airport staff, the tool monitors passenger search and purchase activity, which Airport staff can use to improve air service and marketing efforts.

While completing research on the website tool, Airport staff found that FlyMyAirport is the only company that provides a website tool that can provide this type of data. Also, while researching website tool, Airport staff spoke with other airports for reference. Other airports reported that the tool performs well, has created a new source of data, has increased airport website traffic and has led to slight upticks in passenger travel.

Airport staff completed the Sole Source Procurement checklist with the Fiscal and received approval. The initial cost to complete the purchase is \$28,000. The ongoing cost is \$25,000 per year. The cost of the tool is incorporated into the airport spending plan.

RECOMMENDED CITY COMMISSION ACTION:

1. Approve sole source purchase of FlyMyAirport
2. Authorize Airport and City Staff to execute a three year contract with FlyMyAirport.

STAFF CONTACT INFORMATION:

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

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

ATTACHMENTS:

None



Airport

DATE: August 25, 2026

FROM: Gregory Haug, Airport Director

ITEM: Airport Parking Lot Concession RFP

REQUEST:

Selection Committee's recommendation on Airport Parking Lot Concession request for proposals (RFP).

BACKGROUND INFORMATION:

The Airport's terminal parking lots are operated by a 3rd party contractor that specializes in managing and maintaining parking lots. The duties of the contractor include the collection and processing of customer payments, maintaining the parking lot access control machines, maintaining lot inventory, assisting customers with parking inquiries, and maintenance of the lots and parking exit plaza. The current concessionaire is Republic Parking, and they have held the contract since 2016. Republic Parking's contract for the airport parking concession expires on September 30, 2026.

In preparation for the expiration of the contract, Airport staff developed an RFP for the parking concession. The RFP was issued on May 19, 2026, with proposals due July 17, 2026. Airport staff received three proposals in response to the RFP. The companies that submitted the proposals were Republic Parking, LAZ Parking and SP+. As part of the RFP, the proposers were required to provide information on their firms, financial control practices, operational philosophy, management structure and their financial offer. The financial offers are included as Enclosure 1.

A selection committee comprised of Jeremy Peteron with Rocky Gordon Company/Bismarck Parking Authority, Glenn Bosch, Citizen at Large, City Comptroller Eric Lund, Assistant Airport Director Matthew Remyse, and myself met on August 5, 2026, to review and rate the proposals.

After reviewing the proposals and considering the financial offer, the Selection Committee is recommending that the City Commission award the contract to LAZ Parking for an initial five-year term with an optional (5) five-year extension by mutual consent of both parties.

RECOMMENDED CITY COMMISSION ACTION:

1. Award contract to LAZ Parking Option 2.

2. Authorize Airport and City Staff to execute contracts with LAZ Parking for parking concession services.

STAFF CONTACT INFORMATION:

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

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

ATTACHMENTS:

1. AIR - 1

Assume	Gross Rev	YR1	YR2	YR3	YR4	YR5	
		\$3,500,000	\$3,695,073	\$3,901,019	\$4,118,443	\$4,347,986	
Republic							
MAG		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
0.45 of first	\$550,000	\$247,500	\$247,500	\$247,500	\$247,500	\$247,500	
0.89 of anything greater than	\$550,001	\$2,625,500	\$2,799,115	\$2,982,407	\$3,175,914	\$3,380,208	
		\$2,873,000	\$3,046,615	\$3,229,907	\$3,423,414	\$3,627,708	\$16,200,644
Capital Contribution		\$111,855 based on a 2026 quote from Flash for the LPR system					Total Value including capital contribution.
Snow Removal		Will cover all costs					
LAZ							
MAG		\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	
0.64 of first	\$1,000,000	\$640,000	\$640,000	\$640,000	\$640,000	\$640,000	
0.91 of anything greater than	\$1,000,001	\$2,275,000	\$2,452,516	\$2,639,927	\$2,837,783	\$3,046,667	
		\$2,915,000	\$3,092,516	\$3,279,927	\$3,477,783	\$3,686,667	\$16,451,894
Capital Contribution		\$100,000	Reimbursed over 7 years				Total Value including capital contribution reimbursement.
Snow Removal		Proposed to share in snow removal costs if 50.5 inches or more fell. Airport declined as that is not part of the contract. LAZ accepted that they will have to pay for all snow removal costs.					
LAZ							
MAG		\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	
0.6275 of first	\$1,000,000	\$627,500	\$627,500	\$627,500	\$627,500	\$627,500	
0.91 of anything greater than	\$1,000,001	\$2,275,000	\$2,452,516	\$2,639,927	\$2,837,783	\$3,046,667	
		\$2,902,500	\$3,080,016	\$3,267,427	\$3,465,283	\$3,674,167	\$16,389,394
Capital Contribution		\$101,308	No reimbursement				Total Value including capital contribution reimbursement.
Snow Removal		Proposed to share in snow removal costs if 50.5 inches or more fell. Airport declined as that is not part of the contract. LAZ accepted that they will have to pay for all snow removal costs.					
SP+							
MAG		\$1,500,000	\$1,545,000	\$1,595,000	\$1,645,000	\$1,695,000	
0.57 of first	\$1,000,000	\$570,000	\$629,850	\$664,050	\$675,450	\$692,550	
0.75 of \$1,000,001 up to	\$1,400,000	\$299,999	\$239,999	\$213,749	\$217,499	\$232,499	
0.95 of anything greater than	\$1,400,001	\$1,995,000	\$2,156,569	\$2,328,468	\$2,511,271	\$2,681,837	
		\$2,864,999	\$3,026,419	\$3,206,267	\$3,404,220	\$3,606,886	\$16,108,791
Capital Contribution		\$101,560.52	Reimbursed with monthly credits against the concession fee due over 5 years does offer an alternative in house system that would be no cost. Does not integrate with the Flash PARCS system would run parallel with existing.				\$16,210,351.72
Snow Removal		Will cover all costs					Total Value including capital contribution reimbursement.

Enclosure 1



Bismarck-Burleigh Public Health Department

DATE: August 25, 2026

FROM: Renae Moch, Director

ITEM: Public Health Fees and Charges

REQUEST:

Adjustments to the Public Health fee schedule.

BACKGROUND INFORMATION:

Public Health is requesting adjustments to the current fee schedule effective September 1, 2026. Due to changes in 3rd party reimbursement, the following fees and charges are requested:

- Blood Collection - Venous from \$12 to \$15
- QuantiFERON-TB Gold from \$50 to \$75
- STD Blood Draw from \$35 to \$50

Adjusting the department's fees to correspond with the updated reimbursement rates will allow Public Health to receive the full allowable reimbursement for services provided. If approved, Public Health would implement the updated fee schedule as of September 1, 2026.

RECOMMENDED CITY COMMISSION ACTION:

Approve request to adjust fees for public health services effective September 1, 2026.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Engineering Department

DATE: August 25, 2026

FROM: Gabe Schell, City Engineer

ITEM: 2026 Geotechnical Services

REQUEST:

Geotechnical testing services contract with Terracon Consultants, Inc. relating to 2026 Geotechnical Services.

BACKGROUND INFORMATION:

The Engineering Department developed a request for quotes from qualified geotechnical firms to complete the city wide 2026 geotechnical services for our pavement maintenance and 1/2 cent sales tax projects to assist with subgrade and pavement design. The City reached out to three geotechnical firms and received one quote.

Terracon Consultants, Inc.'s quote of \$35,325.00 is to be funded by sales tax initially and eventually allocated to a future special assessment district(s) or 1/2 cent sales tax projects. Final reports will be delivered by October 9, 2026.

RECOMMENDED CITY COMMISSION ACTION:

Approve selection and award to Terracon Consultants, Inc. for \$35,325.00.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Terracon Proposal



1502 Grumman Lane, Suite 4
Bismarck, ND 58504
P (701) 258-2833
Terracon.com

July 24, 2026

City of Bismarck Engineering Department
221 North Fifth Street
Bismarck, ND, 58503

Attn: Gabe Schell, PE
P: (701) 355-1505
E: gschell@bismarcknd.gov

RE: Proposal for Geotechnical Exploration Services
City of Bismarck 2026 Geotechnical Services
Multiple Sites
Bismarck, ND
Terracon Proposal No. 1000034556

Dear Mr. Schell:

We appreciate the opportunity to submit this proposal to the City of Bismarck Engineering Department (The City) to provide Geotechnical Exploration services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Anticipated Exploration Plan
Exhibit E	Fee Estimate

Our base fee to perform the Scope of Services described in this proposal is \$35,325. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Josh A. Brilz
Engineer Assistant

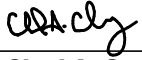
Chad A. Cowley, P.E.
Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bismarck ND ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Bismarck 2026 Geotechnical Services-BIS-26-Proposal project ("Project"), as described in Consultant's Proposal dated 07/24/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**Client: **City of Bismarck ND**By:  Date: **7/24/2026**

By: _____ Date: _____

Name/Title: **Chad A. Cowley / Department Manager**Name/Title: **Gabe Schell /**Address: **1502 Grumman Ln, Ste 4**Address: **PO Box 5503****Bismarck, ND 58504****Bismarck, ND 58506-5503**Phone: **(701) 258-2833** Fax: _____Phone: **(701) 355-1505** Fax: _____Email: **Chad.Cowley@terracon.com**Email: **gschell@bismarcknd.gov**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by The City. We have not visited the project sites to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request The City verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by the City of Bismarck Engineering Department on July 14 th , 2026. The request included a description of the scope of services and site layouts with proposed boring locations.
Project Description	The geotechnical scope of services consists of soil borings, pavement thickness cores, Dynamic Cone Penetration (DCP) testing, and soil testing summarized in geotechnical data reports to aid the city of Bismarck in assessing the twelve sites identified.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Multiple Sites in Bismarck, ND. The coordinates listed below are approximate site centers. Site 1 – Bismarck Expressway, Washington Street to 7th street (south grassed boulevard areas) Latitude: 46.7951° N, Longitude: 100.7900° W Site 2 – Coleman Streete and Sonnet Heights Area Latitude: 46.8548° N, Longitude: 100.7839° W Site 3 – Gateway Avenue and Interstate Avenue Area Latitude: 46.8351° N, Longitude: 100.7809° W Site 4 – W Interstate Avenue and Turnpike Avenue Area Latitude: 46.8330° N, Longitude: 100.8059° W Site 5 – Schafer Street Latitude: 46.8200° N, Longitude: 100.8155° W Site 6 – 9th Street to 16th Street, Broadway Avenue to Avenue C Area

Item	Description
	Latitude: 46.8084° N, Longitude: 100.7724° W Site 7 – 26th Street and Rosser Avenue Latitude: 46.8110° N, Longitude: 100.7436° W Site 8 – Airport Road, Continental Avenue, Cessna Avenue, and Tacoma Avenue Area Latitude: 46.7924° N, Longitude: 100.7629° W Site 9 – State Streete between Boulevard Avenue and Calgary Avenue – Asphalt Trail Latitude: 46.8332° N, Longitude: 100.7730° W Site 10 – Colt Avenue, Buckskin Avenue, and Arabian Avenue Latitude: 46.8484° N, Longitude: 100.7977° W Site 11 – Lee Avenue Latitude: 46.7919° N, Longitude: 100.7550° W Site 12 – Calgary Avenue From 14th Street to Calgary Loop Latitude: 46.8453° N, Longitude: 100.7683° W
Existing Improvements	Commercial, industrial, and residential buildings.
Current Ground Cover	Asphalt and concrete pavements.
Existing Topography	Flat to gently rolling terrain
Site Access	We expect the site, and all exploration locations, are accessible with our track or truck-mounted drilling equipment and support vehicles.



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The City requested the following boring locations and depths, number of pavement cores, and DCP testing:

Site 1 - Bismarck Expressway, Washington Street to 7th street (south grassed boulevard areas)

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
3	12	Bismarck Expressway

- The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Site 2 - Coleman Streete and Sonnet Heights Area

Site 2 Consists of four pavement thickness cores as presented in **Exhibit D**.

Site 3 - Gateway Avenue and Interstate Avenue Area

Site 3 Consists of eight pavement thickness cores as presented in **Exhibit D**.

Site 4 - W Interstate Avenue and Turnpike Avenue Area

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	Pavement Thickness Core	W Interstate Avenue
1	5	W Interstate Avenue

- DCP testing to be performed at one boring location along W Interstate Avenue
- The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Site 5 - Schafer Street

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	5	Schafer Street

1. DCP testing to be performed at one boring location along Schafer Street
2. The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Site 6 - 9th Street to 16th Street, Broadway Avenue to Avenue C Area

Site 6 Consists of seventeen pavement thickness cores as presented in **Exhibit D**.

Site 7 - 26th Street and Rosser Avenue

Site 7 Consists of ten pavement thickness cores as presented in **Exhibit D**.

Site 8 - Airport Road, Continental Avenue, Cessna Avenue, and Tacoma Avenue Area

Site 8 Consists of twelve pavement thickness cores as presented in **Exhibit D**.

Site 9 - State Streete between Boulevard Avenue and Calgary Avenue – Asphalt Trail

Site 9 Consists of five pavement thickness cores as presented in **Exhibit D**.

Site 10 - Colt Avenue, Buckskin Avenue, and Arabian Avenue

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
3	5	Various Streets

1. DCP testing to be performed at one boring location along Buckskin Avenue.
2. The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Site 11 - Lee Avenue

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	5	Lee Avenue

1. DCP testing to be performed at one boring location along Lee Avenue.
2. The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Site 12 - Calgary Avenue From 14th Street to Calgary Loop

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	5	Calgary Avenue

1. DCP testing to be performed at one boring location along Calgary Avenue
2. The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit D**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a track or truck-mounted drill rig using continuous flight augers. Samples will be obtained at 2½-foot intervals in each boring. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. Bulk samples of the near-surface subgrade soils will be obtained for laboratory testing purposes.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings or similar material upon completion. Pavements will be patched with cold-mix asphalt. Site 12 will be capped with gravel. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location through North Dakota One Call. We will consult with the client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

If boring locations are moved, or additional borings are added to the scope, Terracon will require a valid locate ticket to proceed with the associated borings.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will contact the client to discuss options to locate these utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service

would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 6:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: For the work scope of this proposal we have budgeted for traffic control services (signage and flagman) during our drilling activities. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Moisture-density relationship (AASHTO T-180)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification

- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Exploration Report

When services are complete, we upload a printable version of our completed Geotechnical Exploration report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is \$35,325. Proposal fees are effective for 90 days from the date of the proposal. The itemized costs are provided in the Fee Estimate, presented in **Exhibit E**.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow removal, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Standard of Care and Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar projects in the same geographical area during the same time. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. The services will be performed in accordance with the scope of work agreed with you, our client.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from services performed under this scope of work; such information is subject to change over time. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions,



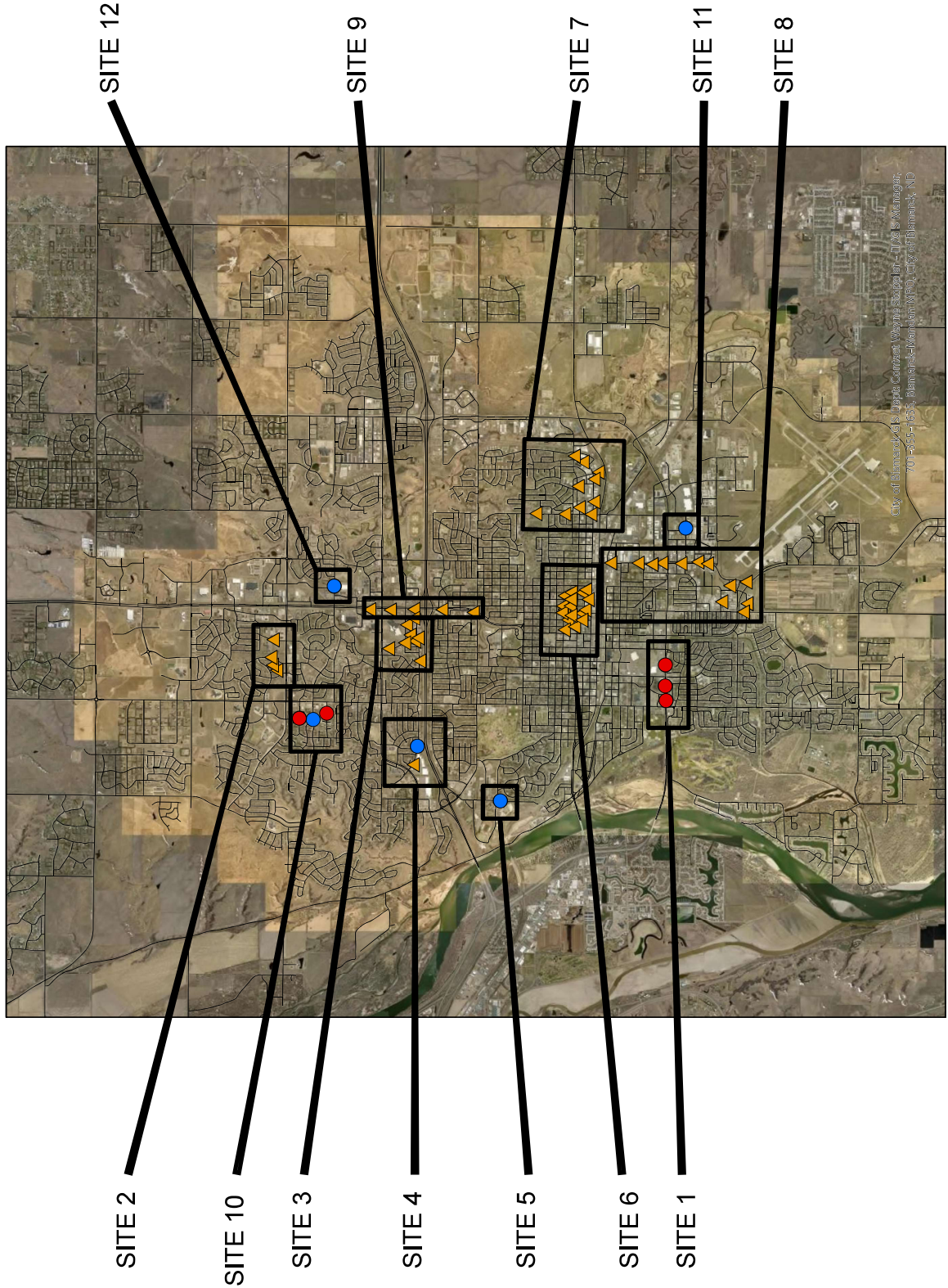
delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Project Planning	August 3, 2026
Mobilization of Exploration Team ^{3, 4}	Week of August 24, 2026
Exploration Report (Site 1)	September 1, 2026
Exploration Report (all other sites)	Before October 9, 2026

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. These dates are based on receiving written notice to proceed no later than **July 31, 2026**.
3. Based on availability at the time this proposal was prepared.
4. We anticipate field work will take approximately 2 to 3 days to complete.

Exhibit D – Site Location and Anticipated Exploration Plan (Provided by the City of Bismarck)

CITY OF BISMARCK



CONSTRUCTION NOTES

Type

- BORING
- ▲ PAVEMENT THICKNESS
- BORING & DCP
- Parcels
- Street Light Wire
- Water Main
- Sanitary Sewer Pipe
- Storm Pipe



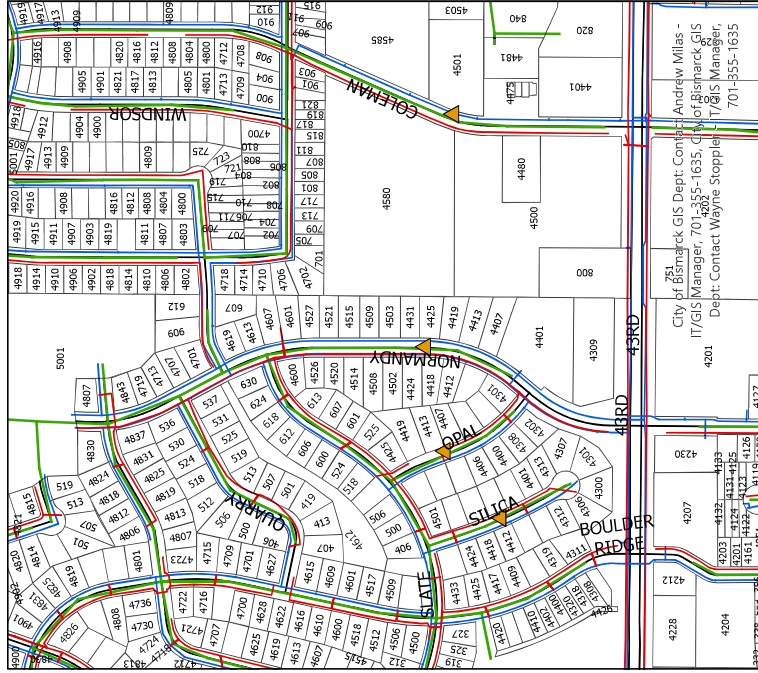
CAUTION

THE LOCATIONS OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. NOT ALL EXISTING UTILITIES ARE SHOWN. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES OR REPAIRING ANY DAMAGE WHICH OCCURS DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.



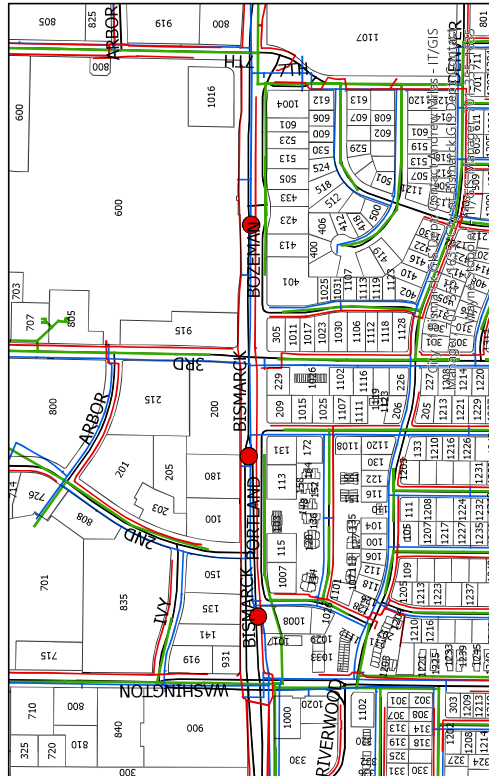
SITE 1 & SITE 2

SHEET NO. 2 OF 7



SITE 2

PAVEMENT THICKNESS (4) ▲
SUMMARY GEOTECHNICAL REPORT (1)

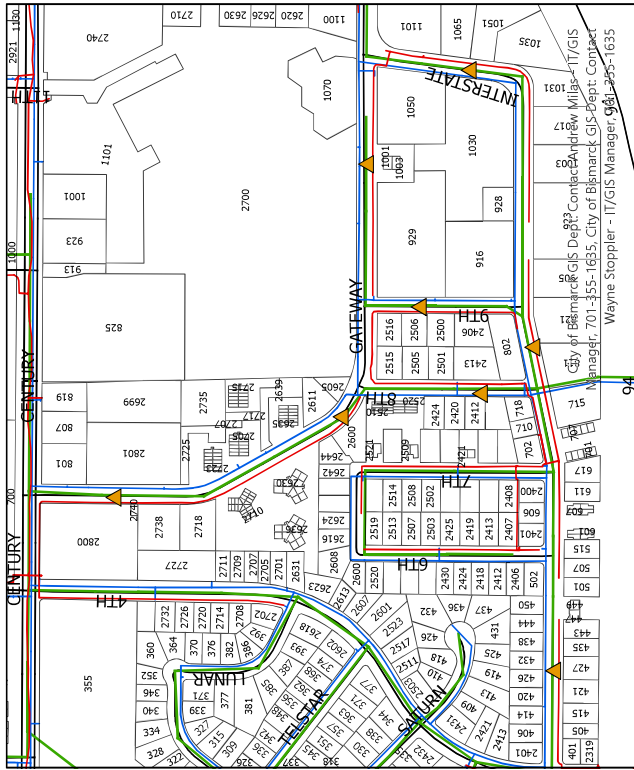


SITE 1

12' BORING (3) ●
SUMMARY GEOTECHNICAL REPORT (1)

CONSTRUCTION NOTES

- Type
- BORING
 - ▲ PAVEMENT THICKNESS
 - BORING & DCP
 - Parcels
 - Street Light Wire
 - Water Main
 - Sanitary Sewer Pipe
 - Storm Pipe



SITE 3
PAVEMENT THICKNESS (8) ▲
SUMMARY GEOTECHNICAL REPORT (1)

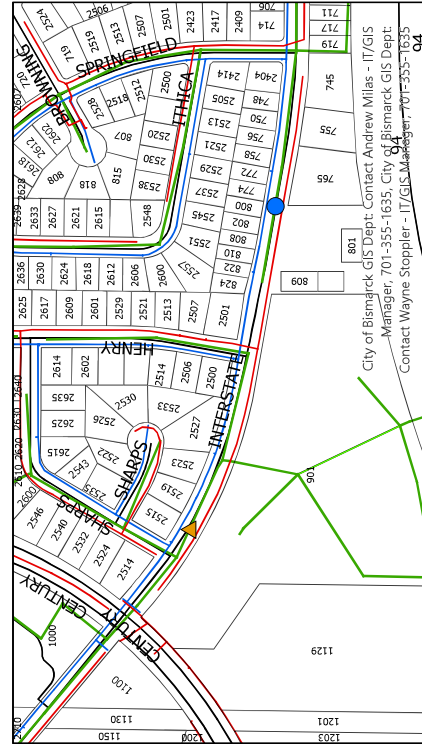


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SITE 3 & SITE 4

SHEET NO. 3 OF 7



SITE 4
PAVEMENT THICKNESS (1) ▲
SUMMARY GEOTECHNICAL REPORT (1)

CONSTRUCTION NOTES

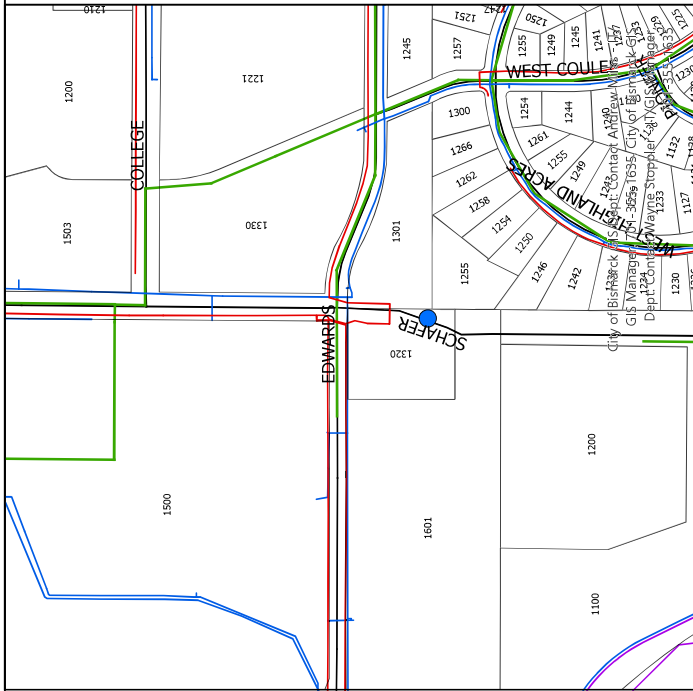
Type

- BORING
- ▲ PAVEMENT THICKNESS
- BORING & DCP
- Parcels
- Street Light Wire
- Water Main
- Sanitary Sewer Pipe
- Storm Pipe

SITE 5

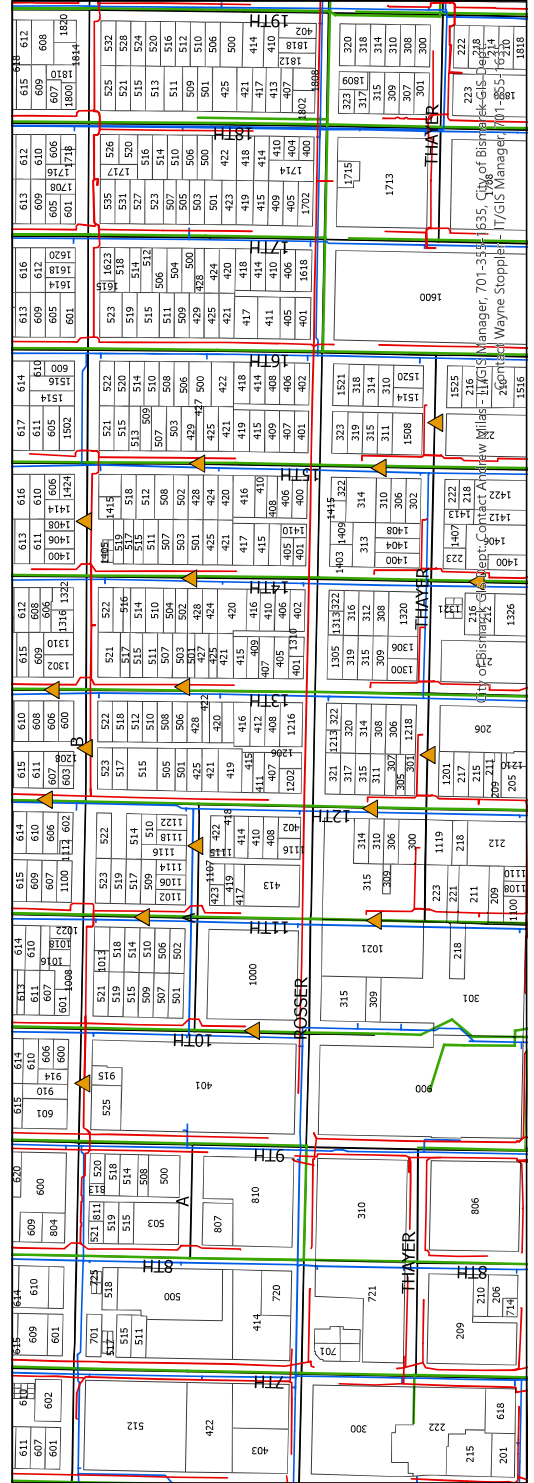
5' BORING & DCP (1)

SUMMARY GEOTECHNICAL REPORT (1)



SITE 6

PAVEMENT THICKNESS (17)
SUMMARY GEOTECHNICAL REPORT (1)



CAUTION

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SITE 5 & SITE 6

SHEET NO. 4 OF 7

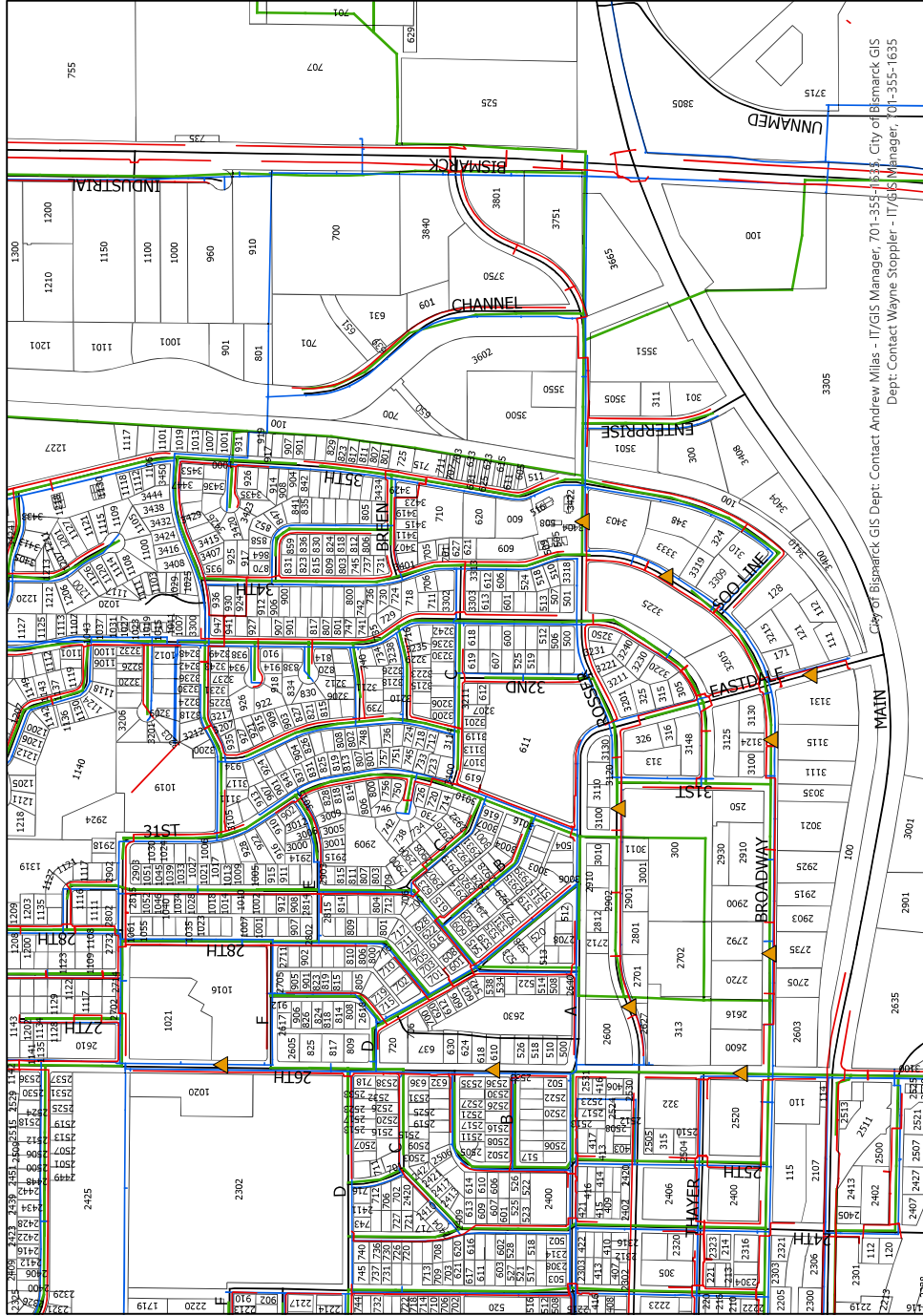
CONSTRUCTION NOTES

Type

- BORING
- ▲ PAVEMENT THICKNESS
- BORING & DCP
- ▭ Parcels
- Street Light Wire
- Water Main
- Sanitary Sewer Pipe
- Storm Pipe

SITE 7

PAVEMENT THICKNESS (10) ▲
SUMMARY GEOTECHNICAL REPORT (1)



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SITE 7

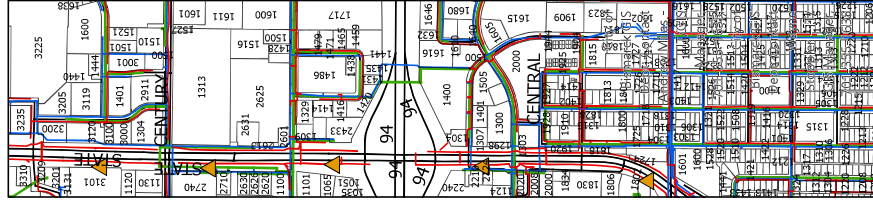
SHEET NO. 5 OF 7

CONSTRUCTION NOTES

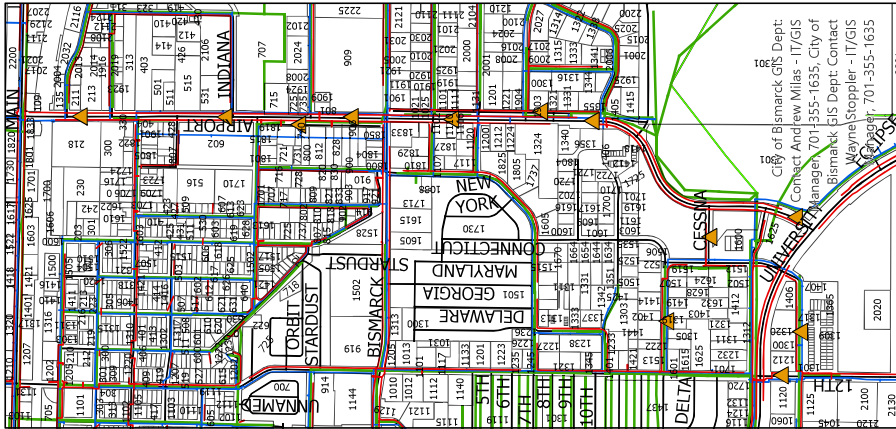
Type

- BORING
- ▲ PAVEMENT THICKNESS
- BORING & DCP
- ▭ Parcels
- Street Light Wire
- Water Main
- Sanitary Sewer Pipe
- Storm Pipe

SITE 9
PAVEMENT THICKNESS (5) ▲
SUMMARY GEOTECHNICAL REPORT (1)



SITE 8
PAVEMENT THICKNESS (12) ▲
SUMMARY GEOTECHNICAL REPORT (1)



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SITE 8 & SITE 9

SHEET NO. 6 OF 7

CONSTRUCTION NOTES

SITE 10

5' BORING (2)

BORING & DCP (1)

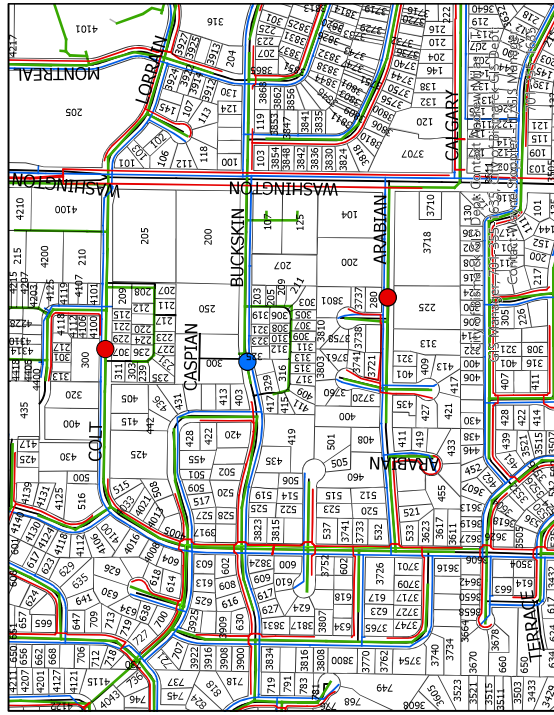
SUMMARY GEOTECHNICAL REPORT (1)

SITE 11

5' BORING & DCP (1)

SUMMARY GEOTECHNICAL REPORT (1)

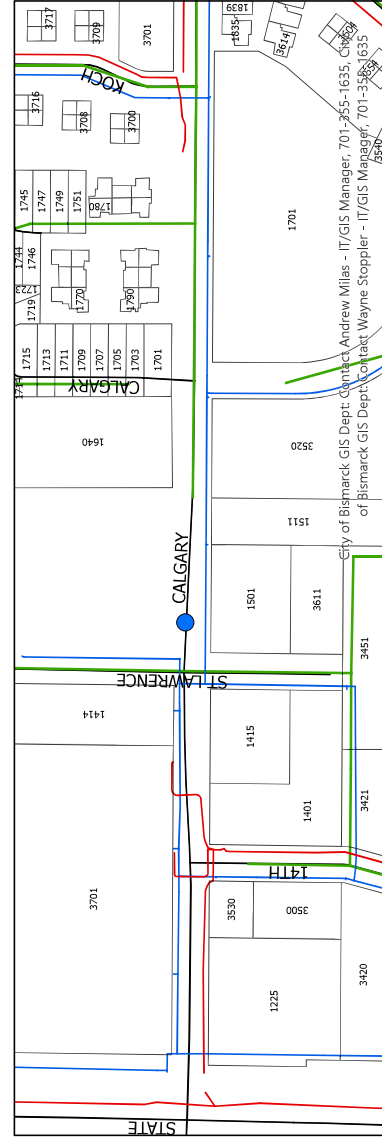
- Type
- BORING
 - ▲ PAVEMENT THICKNESS
 - BORING & DCP
 - ▭ Parcels
 - Street Light Wire
 - Water Main
 - Sanitary Sewer Pipe
 - Storm Pipe



SITE 12

5' BORING & DCP (1)

SUMMARY GEOTECHNICAL REPORT (1)



CAUTION

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SITE 10, SITE 11, & SITE 12

SHEET NO. 7 OF 7

Exhibit E – Fee Estimate

Fee Estimate

Site 1 - Bismarck Expressway, Washington Street to 7th Street (south grassedboulevard areas)
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Traffic Control		\$ 230.00	4.5	hours	1 \$	1,035.00
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	2	hours	1 \$	720.00
	Cores		\$ 360.00	1	hours	1 \$	360.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0.5	hours	1 \$	212.50
	Load/unload		\$ 360.00	0.5	hours	1 \$	180.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 2,812.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	6	tests	1 \$	42.00
	Atterberg Limits Determination		\$ 135.00	6	tests	1 \$	810.00
	Modified Proctor (AASHTO T180)		\$ 240.00	6	tests	1 \$	1,440.00
	Sieve Analysis		\$ 150.00	6	tests	1 \$	900.00
	Sub Total						\$ 3,192.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 7,404.50

Fee Estimate

Site 2 – Coleman Street and Sonnet Heights Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	1.75	hours	1 \$	402.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	1.25	hours	1 \$	450.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,157.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 2,132.50

Fee Estimate

Site 3 – Gateway Avenue and Interstate Avenue Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	3.75	hours	1 \$	862.50
	Boring/Coring Layout		\$ 125.00	1.5	hours	1 \$	187.50
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	2.75	hours	1 \$	990.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	1	hours	1 \$	360.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 2,400.00
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 3,375.00

Fee Estimate

Site 4 – W Interstate Avenue and Turnpike Avenue Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	2.75	hours	1 \$	632.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	0.5	hours	1 \$	180.00
	Cores		\$ 360.00	0.5	hours	1 \$	180.00
	DCP		\$ 360.00	0.25	hours	1 \$	90.00
	Mobilization		\$ 425.00	0.5	hours	1 \$	212.50
	Load/unload		\$ 360.00	0.5	hours	1 \$	180.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,780.00
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	2	tests	1 \$	14.00
	Atterberg Limits Determination		\$ 135.00	1	tests	1 \$	135.00
	Modified Proctor (AASHTO T180)		\$ 240.00	1	tests	1 \$	240.00
	Sieve Analysis		\$ 150.00	1	tests	1 \$	150.00
	Sub Total						\$ 539.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 3,719.00

Fee Estimate

Site 5 – Schaffer Street
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	2.75	hours	1 \$	632.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	1	hours	1 \$	360.00
	Cores		\$ 360.00	0	hours	1 \$	-
	DCP		\$ 360.00	0.25	hours	1 \$	90.00
	Mobilization		\$ 425.00	0.5	hours	1 \$	212.50
	Load/unload		\$ 360.00	0.5	hours	1 \$	180.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,780.00
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	2	tests	1 \$	14.00
	Atterberg Limits Determination		\$ 135.00	1	tests	1 \$	135.00
	Modified Proctor (AASHTO T180)		\$ 240.00	1	tests	1 \$	240.00
	Sieve Analysis		\$ 150.00	1	tests	1 \$	150.00
	Sub Total						\$ 539.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 3,719.00

Fee Estimate

Site 6 – 9th Street to 16th Street, Broadway Avenue to Avenue C Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	6.75	hours	1 \$	1,552.50
	Boring/Coring Layout		\$ 125.00	2	hours	1 \$	250.00
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	5.75	hours	1 \$	2,070.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	1	hours	1 \$	360.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 4,232.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 5,207.50

Fee Estimate

Site 7 – 26th Street and Rosser Avenue Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	4	hours	1 \$	920.00
	Boring/Coring Layout		\$ 125.00	1.5	hours	1 \$	187.50
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	3.5	hours	1 \$	1,260.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 2,547.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 3,522.50

Fee Estimate

Site 8 – Airport Road, Continental Avenue, Cessna Avenue, and Tacoma Avenue Area
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	4.5	hours	1 \$	1,035.00
	Boring/Coring Layout		\$ 125.00	1.5	hours	1 \$	187.50
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	4	hours	1 \$	1,440.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 2,842.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 3,817.50

Fee Estimate

Site 9 – State Street between Boulevard Avenue and Calgary Avenue – Asphalt Trail – 2 south of the Interstate and 3 north of the Interstate
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	2.25	hours	1 \$	517.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	0	hours	1 \$	-
	Cores		\$ 360.00	1.75	hours	1 \$	630.00
	DCP		\$ 360.00	0	hours	1 \$	-
	Mobilization		\$ 425.00	0	hours	1 \$	-
	Load/unload		\$ 360.00	0	hours	1 \$	-
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,452.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	0	tests	1 \$	-
	Atterberg Limits Determination		\$ 135.00	0	tests	1 \$	-
	Modified Proctor (AASHTO T180)		\$ 240.00	0	tests	1 \$	-
	Sieve Analysis		\$ 150.00	0	tests	1 \$	-
	Sub Total						\$ -
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	3	hours	1 \$	450.00
	Staff Engineer / Geologist		\$ 125.00	2	hours	1 \$	250.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 975.00
	Lump Sum Sub Total						
	Total						\$ 2,427.50

Fee Estimate

Site 10 – Colt Avenue, Buckskin Avenue, and Arabian Avenue
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	3.25	hours	1 \$	747.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	1.5	hours	1 \$	540.00
	Cores		\$ 360.00	0	hours	1 \$	-
	DCP		\$ 360.00	0.25	hours	1 \$	90.00
	Mobilization		\$ 425.00	0.5	hours	1 \$	212.50
	Load/unload		\$ 360.00	0.5	hours	1 \$	180.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 2,075.00
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	6	tests	1 \$	42.00
	Atterberg Limits Determination		\$ 135.00	3	tests	1 \$	405.00
	Modified Proctor (AASHTO T180)		\$ 240.00	3	tests	1 \$	720.00
	Sieve Analysis		\$ 150.00	3	tests	1 \$	450.00
	Sub Total						\$ 1,617.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 5,092.00

Fee Estimate

Site 11 – Lee Avenue
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	1.75	hours	1 \$	402.50
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	0.5	hours	1 \$	180.00
	Cores		\$ 360.00	0	hours	1 \$	-
	DCP		\$ 360.00	0.25	hours	1 \$	90.00
	Mobilization		\$ 425.00	0.25	hours	1 \$	106.25
	Load/unload		\$ 360.00	0.25	hours	1 \$	90.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,173.75
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	2	tests	1 \$	14.00
	Atterberg Limits Determination		\$ 135.00	1	tests	1 \$	135.00
	Modified Proctor (AASHTO T180)		\$ 240.00	1	tests	1 \$	240.00
	Sieve Analysis		\$ 150.00	1	tests	1 \$	150.00
	Sub Total						\$ 539.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 3,112.75

Fee Estimate

Site 12 – Calgary Avenue from 14th Street to Calgary Loop
City of Bismarck 2026 Geotechnical Services
Terracon Proposal No. 1000034556

TASK NUMBER	DESCRIPTION	BILL CODE	RATE	QUANTITY	UNITS	TRIPS	TOTAL
1	Exploration Services						
	Two Flaggers		\$ 230.00	2	hours	1 \$	460.00
	Boring/Coring Layout		\$ 125.00	1	hours	1 \$	125.00
	Soil Borings		\$ 360.00	0.5	hours	1 \$	180.00
	Cores		\$ 360.00	0	hours	1 \$	-
	DCP		\$ 360.00	0.25	hours	1 \$	90.00
	Mobilization		\$ 425.00	0.5	hours	1 \$	212.50
	Load/unload		\$ 360.00	0.25	hours	1 \$	90.00
	Downtime/Site Movement		\$ 360.00	0.5	hours	1 \$	180.00
	Traffic Control Cones		\$ 3.00	0	lump sum	1 \$	-
	Sub Total						\$ 1,337.50
	Lump Sum Sub Total						
2	Laboratory Testing						
	Moisture Content Determination		\$ 7.00	2	tests	1 \$	14.00
	Atterberg Limits Determination		\$ 135.00	1	tests	1 \$	135.00
	Modified Proctor (AASHTO T180)		\$ 240.00	1	tests	1 \$	240.00
	Sieve Analysis		\$ 150.00	1	tests	1 \$	150.00
	Sub Total						\$ 539.00
	Lump Sum Sub Total						
3	Reporting & Project Management						
	Senior Engineer		\$ 220.00	1	hours	1 \$	220.00
	Project Manager		\$ 150.00	5	hours	1 \$	750.00
	Staff Engineer / Geologist		\$ 125.00	3	hours	1 \$	375.00
	Administrative		\$ 110.00	0.5	hours	1 \$	55.00
	Sub Total						\$ 1,400.00
	Lump Sum Sub Total						
	Total						\$ 3,276.50



Engineering Department

DATE: August 25, 2026

FROM: Gabe Schell, City Engineer

ITEM: Insufficiency of Protest - Street Improvement District SI 603

REQUEST:

Insufficiency of protests on the resolution of necessity for Street Improvement District 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.

The resolution of necessity was published in the Bismarck Tribune on July 23, 2026, and July 30, 2026. Letters were sent to property owners within the boundary notifying them of this project along with their estimated special assessment cost and their right to protest this improvement per NDCC Chapter 40-22.

The summary of protests of the Resolution of Necessity will be provided prior to the meeting.

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

Protest Period Ends:

August 21, 2026

Public Reading of Sufficiency of Protest:

August 25, 2026

Authorization to Advertise
Receipt and Opening of Bids (NDDOT)
Award of Bid
Project Completion

September 8, 2026
February 5, 2027
February 23, 2027
Fall 2028

RECOMMENDED CITY COMMISSION ACTION:

Accept the insufficiency of protests on the resolution of necessity for Street Improvement District SI 603.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Finance Department

DATE: August 25, 2026

FROM: Ryan Skor, Finance Director

ITEM: Ordinance 6681 for the 2027 City Budget

REQUEST:

Introduction of and call for public hearing on Ordinance 6681 for the 2027 City budget.

BACKGROUND INFORMATION:

Attached is the introduction of Ordinance 6681 and call for a public hearing for the 2027 budget ordinance for the City's general fund, special revenue funds, debt service funds, and City tax levies and fees. At the July 28, 2026, City Commission meeting, the City Commission approved the 2027 preliminary budget based on the documents that were provided to the City Commission and attached to the City Commission agenda. This ordinance and call for a public hearing is required in order to finalize and approve the 2027 budget and the tax collections imposed by the City. The public hearing will be part of the September 8, 2026, City Commission meeting at the City/County Building in the Tom Baker Room at 5:15 PM.

RECOMMENDED CITY COMMISSION ACTION:

Approve first reading and introduction of Ordinance 6681 and call for public hearing for the 2027 budget on Tuesday, September 8, 2026.

STAFF CONTACT INFORMATION:

Ryan Skor, Finance Director, 701-355-1601, rskor@bismarcknd.gov

ATTACHMENTS:

1. 2027 Preliminary Budget Ordinance
2. 2027 Budget - Cap Calculation Worksheet
3. 2027 All Departments Fees & Charges
4. 2027 Department Requests by Category (w/ CIP)

ORDINANCE NO. 6681

<i>First Reading</i> <i>Second Reading</i> <i>Final Passage and Adoption</i> <i>Publication Date</i>	<i>August 25, 2026</i>
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AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OF THE CITY OF BISMARCK, NORTH DAKOTA FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2027, AND ENDING DECEMBER 31, 2027, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2026.

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

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenses of the City of Bismarck, North Dakota for the fiscal year commencing January 1, 2027, and ending December 31, 2027. Adjustments between categories may be performed and approved by the City Commission without changes to the total appropriation.

	Personnel	Maintenance and Operations	Capital Outlay	Debt Service	Transfers	Total
Budgeted Funds:						
General Fund						
Administration	1,203,466	540,933	-	-	-	1,744,399
Salary and Benefits Adjustment	1,733,380	18,000	-	-	-	1,751,380
Equipment Reserve	-	15,000	-	-	-	15,000
Recurring	-	93,500	-	-	-	93,500
Building Maintenance	-	-	-	-	1,248,250	1,248,250
Equipment Reserve	-	-	-	-	21,500	21,500
Building Construction	-	-	-	-	4,700,000	4,700,000
Dakota Media Access	-	683,700	-	-	-	683,700
Contingencies	-	-	-	-	825,000	825,000
Attorney	866,593	45,296	-	-	-	911,889
Equipment Reserve	-	3,800	-	-	-	3,800
Central Dakota Comm Center	3,279,872	1,820,446	-	-	-	5,100,318
Engineering	3,381,539	188,534	-	-	-	3,570,073
One-Time Operations	-	-	105,300	-	-	105,300
Recurring	-	80,000	-	-	-	80,000
Finance	2,520,881	210,435	-	-	-	2,731,316
Equipment Reserve	-	20,000	-	-	-	20,000
IT/GIS	1,981,088	318,390	-	-	-	2,299,478
Common Software	-	704,000	-	-	-	704,000
Computer Expansion Reserve	-	-	752,699	-	-	752,699
One-Time Operations	-	89,808	675,000	-	-	764,808
Fire	11,665,446	1,116,259	-	-	-	12,781,705
Fire Truck Reserve	-	41,000	-	-	-	41,000
One-Time Operations	-	46,310	1,475,000	-	-	1,521,310
Recurring	310,000	-	-	-	-	310,000
Human Resources	885,860	70,053	-	-	-	955,913
Recurring	-	112,720	-	-	-	112,720
Municipal Court	742,895	180,273	-	-	-	923,168
Equipment Reserve	-	34,750	-	-	-	34,750
Prisoner Care	-	600,000	-	-	-	600,000

	Personnel	Maintenance and Operations	Capital Outlay	Debt Service	Transfers	Total
Planning	712,325	99,716	-	-	-	812,041
One-Time Operations	-	38,200	-	-	-	38,200
Building Inspections	1,383,720	84,611	-	-	-	1,468,331
Police	18,123,225	1,772,137	-	-	-	19,895,362
One-Time Operations	-	234,101	401,750	-	-	635,851
Recurring	60,000	1,246,094	774,165	-	-	2,080,259
Public Health	3,198,649	851,445	-	-	-	4,050,094
One-Time Operations	-	8,800	-	-	-	8,800
Non-departmental	1,849,478	104,700	-	-	4,661,799	6,615,977
General Fund Total	53,898,417	11,473,011	4,183,914	-	11,456,549	81,011,891
Special Revenue Funds						
Public Transit System	-	6,689,665	-	-	-	6,689,665
Bismarck Public Library	2,877,255	1,160,500	350,000	-	-	4,387,755
Police Asset Forfeiture	1,375	177,430	300,000	-	-	478,805
Roads & Streets	5,517,161	5,178,291	565,500	246,543	-	11,507,495
Street Lights & Traffic Signal	932,167	2,010,179	1,590,000	-	-	4,532,346
Hotel & Motel Tax	-	1,084,337	-	-	325,663	1,410,000
Lodging Liquor & Food Tax	-	73,580	-	-	8,337,779	8,411,359
Sales Tax	-	1,136,121	-	-	50,841,526	51,977,647
Vision Fund	-	250,000	-	-	-	250,000
Special Deficiency & Assumption	-	489,526	-	-	2,200,000	2,689,526
Gov't Grants & Activities	2,896,295	4,489,989	515,250	-	22,827	7,924,361
Special Revenue Funds Total	12,224,253	22,739,618	3,320,750	246,543	61,727,795	100,258,959
Debt Service Funds						
Sewermain Bonds	-	5,125	-	3,177,517	1,000,000	4,182,642
Watermain Bonds	-	1,341	-	148,094	-	149,435
Sidewalk Bonds	-	12,000	-	2,066,988	200,000	2,278,988
Street Improvement Bonds	-	90,130	-	16,990,448	3,000,000	20,080,578
Debt Service Funds Total	-	108,596	-	22,383,047	4,200,000	26,691,643
Total Budgeted Funds	66,122,670	34,321,225	7,504,664	22,629,590	77,384,344	207,962,493
Enterprise Funds						
Airport	2,900,761	4,922,031	66,526,629	-	-	74,349,421
Event Center	-	4,210,391	6,350,000	320,670	-	10,881,061
Solid Waste	3,549,303	6,881,431	15,500	201,724	-	10,647,958
Water	4,440,948	10,287,069	19,665,000	3,244,895	491,980	38,129,892
Sanitary Sewer	2,462,030	5,120,448	18,135,000	5,383,800	-	31,101,278
Storm Water	610,780	670,910	65,050,000	-	-	66,331,690
Northern Plains Commerce Centre	-	66,875	-	-	-	66,875
Parking Authority Lots	-	1,169,006	-	-	-	1,169,006
Enterprise Funds Total	13,963,822	33,328,161	175,742,129	9,151,089	491,980	232,677,181
Internal Service Funds						
Fleet Services	1,326,214	3,200,790	-	-	-	4,527,004
Building Maintenance	1,262,175	1,812,195	32,000	-	-	3,106,370
Internal Service Funds Total	2,588,389	5,012,985	32,000	-	-	7,633,374
Total City Funds	82,674,881	72,662,371	183,278,793	31,780,679	77,876,324	448,273,048

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Bismarck for the year 2026 (2027 budget year) and for the purpose of paying expenses of the City of Bismarck.

CATEGORY	AMOUNT
General Fund	\$ 38,280,249
Building Construction	-
Special Deficiency	543,257 *
Public Transit System	1,716,977
Library	3,428,232
TOTAL	\$ 43,968,715

*This levy is exempt from HB1176 and should reflect the full value of 1 mill for the City of Bismarck.

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

2026 Cap Calculation Worksheet
2027 Budget

For Taxing District	City of Bismarck
Budget Year	2027

Cap Percentage Allowance Calculation

1	Cap Percentage allowance this year	2026	3.00%
2	Unused Cap Percentage allowance last year (see last year's cap calc worksheet)	2025	0.00%
3	Maximum Cap Percentage Allowance Available for this year		3.00%

CALCULATION 1 - Base Year Calculation

	TAX YEAR	TY2025	TY2024	TY2023
		Previous Yr Levy	Levy 2 Years Ago	Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years	42,183,042	40,367,468	39,161,988
	Less: Levies Exempt from Cap			
5	Less: Irrepeable tax to pay bonded debt (See Note 3)			
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)			
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)			
8	Less: Special improvement project paid by general taxation (See Note 6)	549,048	525,104	502,657
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)			
10	Less: Water Resource Districts (See Note 7)			
11	Less: School District Tuition Levy (See Note 8)			
12	Less: Not entity-wide (requires separate cap calculation)			
13	Less: Other			
14	Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)	41,633,994	39,842,364	38,659,331
15	Base Year Levy (highest of last 3 years Line 14)	41,633,994	Section 22, 6c	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	41,633,994	Section 22, 6a
17	Previous Year Taxable Value	552,264,156	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	75.39	
19	Plus: New Property Taxable Value	7,828,490	Section 22, 6a1
20	Plus: Expired TIF Incremental Taxable Value	-	Section 22, 6a1
21	Plus: Expired Exemptions Taxable Value	-	Section 22, 6a2
22	Minus: Removed Property Taxable Value	820,149	Section 22, 6a3
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	7,008,341	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	528,344	
25	Minus: Expired Temporary Mill Levy Amount	-	Section 22, 6a4
26	Net Adjustments (Line 24 minus Line 25)	528,344	
27	Adjusted Year Levy (Line 16 plus Line 26)	42,162,338	Section 22, 6a

CALCULATION 3 - Cap Allowance Calculations

A. Current Year Cap Allowance

28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	42,162,338	Section 22, 6a
29	Current Year Allowable Cap Percentage Limit	3.00%	Section 22, 6, a2b
30	Cap Allowance Amount (Line 28 times Line 29)	1,264,870	Section 22, 6b
31	CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Allowance Amount (Line 30)	Cap 43,427,208	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	42,162,338	Section 22, 1a
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap percentage) Line 3	3.00%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	1,264,870	
35	MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)	(Line 43,427,208)	

CALCULATION 4 - Excess Percentage Increase for Future Periods

Section 22, 1b

36	TY26 Total Dollars to be Levied on behalf of taxing district for 2027 budget	43,427,208	
	Less: Levies Exempt from Cap		
37	Less: New or increased levy authority (See Note 1)		
38	Less: Property tax levy authority increased above zero mills (See Note 2)		
39	Less: Irrepeable tax to pay bonded debt (See Note 3)		
40	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
41	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
42	Less: Special improvement project paid by general taxation (See Note 6)		
43	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
44	Less: Water Resource Districts (See Note 7)		
45	Less: School District Tuition Levy (See Note 8)		
46	Less: Not entity-wide (requires separate cap calculation)		
47	Less: Other		
48	Difference = Dollars Certified by Taxing District Subject to Cap (Line 36 minus 37-47)	43,427,208	Within Max Line 35

Current Budget Year Excess Cap % to Carry Forward

2027

49	Unused Cap Amount (Line 31 minus Line 4)	-	
50	Calculated Percentage	0.00%	
51	Current Year Excess Percentage Carry Forward to Future Periods	0.00%	Section 22, 1b

Prior Budget Year Excess Cap % to Carry Forward

2026

52	Excess Percentage Used from Prior Years Carry Forward	0.00%	
53	Excess Percentage Remaining from Prior Years Carry Forward	0.00%	Section 22, 1b
54	Total Excess Percentage to Carry Forward (Line 51 plus Line 53)	0.00%	

2026 Cap Calculation Worksheet
2027 Budget

For Taxing District	City of Bismarck (GF)
Budget Year	2027

Cap Percentage Allowance Calculation

1	Cap Percentage allowance this year	2026	3.00%
2	Unused Cap Percentage allowance last year (see last year's cap calc worksheet)	2025	0.00%
3	Maximum Cap Percentage Allowance Available for this year		3.00%

CALCULATION 1 - Base Year Calculation

	TAX YEAR	TY2025	TY2024	TY2023
		Previous Yr Levy	Levy 2 Years Ago	Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years	36,701,025	35,121,675	34,140,447
	Less: Levies Exempt from Cap			
5	Less: Irrepeable tax to pay bonded debt (See Note 3)			
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)			
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)			
8	Less: Special improvement project paid by general taxation (See Note 6)			
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)			
10	Less: Water Resource Districts (See Note 7)			
11	Less: School District Tuition Levy (See Note 8)			
12	Less: Not entity-wide (requires separate cap calculation)			
13	Less: Other			
14	Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)	36,701,025	35,121,675	34,140,447
15	Base Year Levy (highest of last 3 years Line 14)	36,701,025	Section 22, 6c	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	36,701,025	Section 22, 6a
17	Previous Year Taxable Value	552,264,156	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	66.46	
19	Plus: New Property Taxable Value	7,828,490	Section 22, 6a1
20	Plus: Expired TIF Incremental Taxable Value	-	Section 22, 6a1
21	Plus: Expired Exemptions Taxable Value	-	Section 22, 6a2
22	Minus: Removed Property Taxable Value	820,149	Section 22, 6a3
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	7,008,341	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	465,743	
25	Minus: Expired Temporary Mill Levy Amount	-	Section 22, 6a4
26	Net Adjustments (Line 24 minus Line 25)	465,743	
27	Adjusted Year Levy (Line 16 plus Line 26)	37,166,768	Section 22, 6a

CALCULATION 3 - Cap Allowance Calculations

A. Current Year Cap Allowance

28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	37,166,768	Section 22, 6a
29	Current Year Allowable Cap Percentage Limit	3.00%	Section 22, 6, a2b
30	Cap Allowance Amount (Line 28 times Line 29)	1,115,003	Section 22, 6b
31	CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Allowance Amount (Line 30)	Cap 38,281,771	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	37,166,768	Section 22, 1a
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap percentage) Line 3	3.00%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	1,115,003	
35	MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)	38,281,771	

CALCULATION 4 - Excess Percentage Increase for Future Periods

Section 22, 1b

36	TY26 Total Dollars to be Levied on behalf of taxing district for 2027 budget	38,281,771	
	Less: Levies Exempt from Cap		
37	Less: New or increased levy authority (See Note 1)		
38	Less: Property tax levy authority increased above zero mills (See Note 2)		
39	Less: Irrepeable tax to pay bonded debt (See Note 3)		
40	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
41	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
42	Less: Special improvement project paid by general taxation (See Note 6)		
43	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
44	Less: Water Resource Districts (See Note 7)		
45	Less: School District Tuition Levy (See Note 8)		
46	Less: Not entity-wide (requires separate cap calculation)		
47	Less: Other		
48	Difference = Dollars Certified by Taxing District Subject to Cap (Line 36 minus 37-47)	38,281,771	Within Max Line 35

Current Budget Year Excess Cap % to Carry Forward

2027

49	Unused Cap Amount (Line 31 minus Line 4)	-	
50	Calculated Percentage	0.00%	
51	Current Year Excess Percentage Carry Forward to Future Periods	0.00%	Section 22, 1b

Prior Budget Year Excess Cap % to Carry Forward

2026

52	Excess Percentage Used from Prior Years Carry Forward	0.00%	
53	Excess Percentage Remaining from Prior Years Carry Forward	0.00%	Section 22, 1b
54	Total Excess Percentage to Carry Forward (Line 51 plus Line 53)	0.00%	

2026 Cap Calculation Worksheet
2027 Budget

For Taxing District	City of Bismarck (Library)
Budget Year	2027

Cap Percentage Allowance Calculation

1	Cap Percentage allowance this year	2026	3.00%
2	Unused Cap Percentage allowance last year (see last year's cap calc worksheet)	2025	0.00%
3	Maximum Cap Percentage Allowance Available for this year		3.00%

CALCULATION 1 - Base Year Calculation

	TAX YEAR	TY2025	TY2024	TY2023
		Previous Yr Levy	Levy 2 Years Ago	Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years	3,286,817	3,145,376	3,010,914
	Less: Levies Exempt from Cap			
5	Less: Irrepeable tax to pay bonded debt (See Note 3)			
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)			
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)			
8	Less: Special improvement project paid by general taxation (See Note 6)			
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)			
10	Less: Water Resource Districts (See Note 7)			
11	Less: School District Tuition Levy (See Note 8)			
12	Less: Not entity-wide (requires separate cap calculation)			
13	Less: Other			
14	Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)	3,286,817	3,145,376	3,010,914
15	Base Year Levy (highest of last 3 years Line 14)	3,286,817	Section 22, 6c	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	3,286,817	Section 22, 6a
17	Previous Year Taxable Value	552,264,156	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	5.95	
19	Plus: New Property Taxable Value	7,828,490	Section 22, 6a1
20	Plus: Expired TIF Incremental Taxable Value	-	Section 22, 6a1
21	Plus: Expired Exemptions Taxable Value	-	Section 22, 6a2
22	Minus: Removed Property Taxable Value	820,149	Section 22, 6a3
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	7,008,341	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	41,710	
25	Minus: Expired Temporary Mill Levy Amount	-	Section 22, 6a4
26	Net Adjustments (Line 24 minus Line 25)	41,710	
27	Adjusted Year Levy (Line 16 plus Line 26)	3,328,527	Section 22, 6a

CALCULATION 3 - Cap Allowance Calculations

A. Current Year Cap Allowance

28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	3,328,527	Section 22, 6a
29	Current Year Allowable Cap Percentage Limit	3.00%	Section 22, 6, a2b
30	Cap Allowance Amount (Line 28 times Line 29)	99,856	Section 22, 6b
31	CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Allowance Amount (Line 30)	Cap 3,428,383	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	3,328,527	Section 22, 1a
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap percentage) Line 3	3.00%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	99,856	
35	MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)	(Line 3,428,383)	

CALCULATION 4 - Excess Percentage Increase for Future Periods

Section 22, 1b

36	TY26 Total Dollars to be Levied on behalf of taxing district for 2027 budget	3,428,383	
	Less: Levies Exempt from Cap		
37	Less: New or increased levy authority (See Note 1)		
38	Less: Property tax levy authority increased above zero mills (See Note 2)		
39	Less: Irrepeable tax to pay bonded debt (See Note 3)		
40	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
41	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
42	Less: Special improvement project paid by general taxation (See Note 6)		
43	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
44	Less: Water Resource Districts (See Note 7)		
45	Less: School District Tuition Levy (See Note 8)		
46	Less: Not entity-wide (requires separate cap calculation)		
47	Less: Other		
48	Difference = Dollars Certified by Taxing District Subject to Cap (Line 36 minus 37-47)	3,428,383	Within Max Line 35

Current Budget Year Excess Cap % to Carry Forward

2027

49	Unused Cap Amount (Line 31 minus Line 4)	-	
50	Calculated Percentage	0.00%	
51	Current Year Excess Percentage Carry Forward to Future Periods	0.00%	Section 22, 1b

Prior Budget Year Excess Cap % to Carry Forward

2026

52	Excess Percentage Used from Prior Years Carry Forward	0.00%	
53	Excess Percentage Remaining from Prior Years Carry Forward	0.00%	Section 22, 1b
54	Total Excess Percentage to Carry Forward (Line 51 plus Line 53)	0.00%	

2026 Cap Calculation Worksheet
2027 Budget

For Taxing District	City of Bismarck (Transit)
Budget Year	2027

Cap Percentage Allowance Calculation

1	Cap Percentage allowance this year	2026	3.00%
2	Unused Cap Percentage allowance last year (see last year's cap calc worksheet)	2025	0.00%
3	Maximum Cap Percentage Allowance Available for this year		3.00%

CALCULATION 1 - Base Year Calculation

	TAX YEAR	TY2025	TY2024	TY2023
		Previous Yr Levy	Levy 2 Years Ago	Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years	1,646,152	1,575,313	1,507,970
	Less: Levies Exempt from Cap			
5	Less: Irrepeable tax to pay bonded debt (See Note 3)			
6	Less: Taxes or Special Assessments levied to pay debt (See Note 4)			
7	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)			
8	Less: Special improvement project paid by general taxation (See Note 6)			
9	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)			
10	Less: Water Resource Districts (See Note 7)			
11	Less: School District Tuition Levy (See Note 8)			
12	Less: Not entity-wide (requires separate cap calculation)			
13	Less: Other			
14	Difference = Dollars Levied Subject to Percentage Cap Increase (Line 4 minus Lines 5-13)	1,646,152	1,575,313	1,507,970
15	Base Year Levy (highest of last 3 years Line 14)	1,646,152	Section 22, 6c	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	1,646,152	Section 22, 6a
17	Previous Year Taxable Value	552,264,156	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	2.98	
19	Plus: New Property Taxable Value	7,828,490	Section 22, 6a1
20	Plus: Expired TIF Incremental Taxable Value	-	Section 22, 6a1
21	Plus: Expired Exemptions Taxable Value	-	Section 22, 6a2
22	Minus: Removed Property Taxable Value	820,149	Section 22, 6a3
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	7,008,341	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	20,890	
25	Minus: Expired Temporary Mill Levy Amount	-	Section 22, 6a4
26	Net Adjustments (Line 24 minus Line 25)	20,890	
27	Adjusted Year Levy (Line 16 plus Line 26)	1,667,042	Section 22, 6a

CALCULATION 3 - Cap Allowance Calculations

A. Current Year Cap Allowance

28	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	1,667,042	Section 22, 6a
29	Current Year Allowable Cap Percentage Limit	3.00%	Section 22, 6, a2b
30	Cap Allowance Amount (Line 28 times Line 29)	50,011	Section 22, 6b
31	CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Allowance Amount (Line 30)	1,717,053	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	1,667,042	Section 22, 1a
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap percentage) Line 3	3.00%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	50,011	
35	MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)	1,717,053	

CALCULATION 4 - Excess Percentage Increase for Future Periods

Section 22, 1b

36	TY26 Total Dollars to be Levied on behalf of taxing district for 2027 budget	1,717,053	
	Less: Levies Exempt from Cap		
37	Less: New or increased levy authority (See Note 1)		
38	Less: Property tax levy authority increased above zero mills (See Note 2)		
39	Less: Irrepeable tax to pay bonded debt (See Note 3)		
40	Less: Taxes or Special Assessments levied to pay debt (See Note 4)		
41	Less: Taxes to pay bonds, evidence of debt or obligations (See Note 5)		
42	Less: Special improvement project paid by general taxation (See Note 6)		
43	Less: City or County Emergency Levy; Levies to pay claims & judgments; Specials on School Property (See Note 7)		
44	Less: Water Resource Districts (See Note 7)		
45	Less: School District Tuition Levy (See Note 8)		
46	Less: Not entity-wide (requires separate cap calculation)		
47	Less: Other		
48	Difference = Dollars Certified by Taxing District Subject to Cap (Line 36 minus 37-47)	1,717,053	Within Max Line 35

Current Budget Year Excess Cap % to Carry Forward

2027

49	Unused Cap Amount (Line 31 minus Line 4)	-	
50	Calculated Percentage	0.00%	
51	Current Year Excess Percentage Carry Forward to Future Periods	0.00%	Section 22, 1b

Prior Budget Year Excess Cap % to Carry Forward

2026

52	Excess Percentage Used from Prior Years Carry Forward	0.00%	
53	Excess Percentage Remaining from Prior Years Carry Forward	0.00%	Section 22, 1b
54	Total Excess Percentage to Carry Forward (Line 51 plus Line 53)	0.00%	

FEES AND CHARGES - ADMINISTRATION

SERVICE	2026 FEE	2027 FEE
Liquor License - By Class:		
Class A	3,725.00	3,725.00
Class B-1	675.00	675.00
Class B-2	675.00	675.00
Class B-3	675.00	675.00
Class B-4	675.00	675.00
Class B-5	675.00	675.00
Class B-6	675.00	675.00
Class C-1	3,825.00	3,825.00
Class C-2	1,025.00	1,025.00
Class D	4,125.00	4,125.00
Class E	825.00	825.00
Class F-1	3,525.00	3,525.00
Class F-2	1,125.00	1,125.00
Class G	675.00	675.00
Class H	825.00	825.00
Class I	375.00	375.00
Late Fee	75.00	75.00
Permits:		
Alcohol Event Permits - 14 Days Recurring Event at One Location	25.00	25.00
Alcohol Event Permits - Late Fee	25.00	25.00
Alcohol Event Permits - Event Center Events	25.00	25.00
Site Authorization	100.00	100.00
Pawnbroker	100.00	100.00
Junk Dealer	75.00	75.00
Second Hand Dealer	50.00	50.00
Door-to-Door Sales Application Fee	225.00	225.00
Door-to-Door Sales License (Per Person)	50.00	50.00
Raffle Ticket Permit	25.00	25.00
Taxi Company License:		
Application Fee	125.00	125.00
New Vehicles	25.00	25.00
Renewal Vehicles	25.00	25.00

FEES AND CHARGES - AIRPORT		
SERVICE	2026 FEE	2027 FEE
Terminal Building Income:		
Conference Room Rental - Terminal	45.00/60.00/75.00	45.00/60.00/75.00
Conference Room Rental - Office	45.00/60.00/75.00	45.00/60.00/75.00
Security Costs:		
Lost Key Card, Badge, or Metal Key Reimbursement		
First Loss (Non-refundable)	40.00	40.00
Second Loss (Non-refundable)	100.00	100.00
Third Loss (Non-refundable)	200.00	200.00
Baggage Hygiene Fee (Per Event)	50.00	50.00
Repetitive Security Violation (Per Incident)	500.00 - 1,500.01	500.00 - 1,500.00
Safety Violation (Per Incident)	50.00 - 1,500.01	50.00 - 1,500.00
Employee Parking Lot Violation (Per Incident)	25.00	25.00
Fingerprint Fees	50.00	50.00
Application & Processing Fee - Blue Badges	15.00	15.00
Application & Processing Fee - White & Red Badges	70.00	70.00
Renewal Fee - Blue Badges	5.00	5.00
Renewal Fee - White & Red Badges	20.00	20.00
Equipment Rental Rates: (2 hr min for Callback)		
950 Loader Cat	120.00/hr	250.00/hr
Skid Steer	75.00/hr	75.00/hr
*Clark 290/Oshkosh 24 ft Plow	100.00/hr	200.00/hr
*MB Snow Blower	250.00/hr	300.00/hr
Small Power Plant	25.00/hr	25.00/hr
644 Loader (John Deere)	200.00/hr	250.00/hr
744 Loader (John Deere)	250.00/hr	300.00/hr
15' Rotary Mower with Tractor	75.00/hr	75.00/hr
Daewoo 6000lb Forklift	65.00/hr	65.00/hr or \$300.00/day
Hyster Forklift	65.00/hr	65.00/hr or \$300.00/day
High Pressure Washer/Steam	25.00/hr	25.00/hr
Tire Dolly	125.00/use	125.00/use
Bldg #18 Shop Rental to Contractor	50.00/hr	50.00/hr
Bldg #18 Bay Rental (Ad Hoc)	\$75/24 hrs	\$75/24 hrs
Shop Supplies	5% repair labor + environ disposal fee	5% repair labor + environ disposal fee
Light Plant	25.00/hr or 150.00/24hrs	25.00/hr or 150.00/24hrs
*Snow Broom	250.00/hr	300.00/hr
Bucket Truck (Deicer)	200/hr + cost of fluid and cost of fuel	225.00/hr + cost of fluid and cost of fuel
Genie 3232 Scissor Lift	125.00/hr	125.00/hr
John Deere Tractor	85.00/hr + cost of fuel	85.00/hr + cost of fuel
Challenger Tractor with Loader	75.00/hr + cost of fuel	75.00/hr + cost of fuel
*Sander - Deicer Truck with Operator (See Labor Rates) (Ramps, Streets)	100.00/hr + cost of fuel, fluids, and sand	100.00/hr + cost of fuel, fluids, and sand
Tractor Tug (A/C Towing)	75.00/hr + cost of fuel	100.00/hr + cost of fuel
Belt Loader	75.00/hr + cost of fuel	75.00/hr + cost of fuel

FEES AND CHARGES - AIRPORT		
SERVICE	2026 FEE	2027 FEE
Labor Rates: (2 hr min for Callback)		
Jetway Labor	200/hr, OT 300/hr	200.00/hr, OT 300.00/hr
Operator/Mechanics/Operations Agent Labor	100.00/hr, OT 150.00/hr	175.00/hr, OT 262.50/hr
Supervisor Labor	125.00/hr, OT 187.50/hr	200.00/hr, OT 300.00/hr
Grove 66' Telescoping Lift with Operator	175.00/hr plus	175.00/hr plus
Portable Welder with Operator	80.00/hr	80.00/hr
Cable Locator with Operator	125.00/hr, OT 175.00/hr	125.00/hr, OT 175.00/hr
Office Reimbursement and Vending:		
NSF Check Charges	34.00	35.00
Airport/Terminal User Fees:		
Jetway Use Gates 1 & 4 (Signatory)	PFC bridge/actual O & M	PFC bridge/actual O & M
Jetway Use Gate (Sched Chtr) Gates 1-4	PFC bridge/actual O & M	PFC bridge/actual O & M
Jetway Use Gate (Ad-hoc Chtr) Gates 1-2-3-4	275.00	300.00
Passenger Loading Ramp (Ad Hoc Cctr)	250.00	250.00
Passenger Loading Ramp (FBO's on GA A/C)	150.00	200.00
	1/2 day rate \$300 full day rate \$500	
Airstairs (Ford)	150.00/use + cost of fuel	350.00/use + cost of fuel
	1/2 day rate \$450 full day rate \$650	
Ad-hoc Charters Terminal Use Fee	1100.00/use	1,200.00/use
Permits-Commercial Aero	249.00	250.00
Cargo Gate Access Fees	10.00/day	10.00/day
Total Passenger Facility Charge	4.50/passenger	4.50/passenger
Parking Rates		
Short Term		
First 30 Minutes-free	-	-
Each Half Hour	1.00	1.00
Daily Max	14.00	14.00
Long-Term		
Each Half Hour	1.00	1.00
Daily Max	11.00	11.00
Weekly Max	66.00	66.00
Economy Lot		
Each Half Hour	1.00	1.00
Daily Max	9.00	9.00
Weekly Max	54.00	54.00

NOTES:

All rentals are machine rental only unless specified.

*Rental will have the additional cost of Operator Agent Labor.

Minimum charge for all equipment is 1 hour.

Minimum charge for operator/labor is 1 hour, except call back or overtime.

FEES AND CHARGES - BUILDING INSPECTIONS

SERVICE	2026 FEE	2027 FEE
Building Inspections Division:		
Electrical Permits	25.00 each	25.00 each
Drainfield/Perc Permits	150.00	150.00
Building Permits:		
\$1 to 2,000	40.00 1st 501	40.00 1st 501
	1.85 each add'l 101	1.85 each add'l 101
\$2,001 to 25,000	67.75 1st 2,001	67.75 1st 2,001
	8.40 each add'l 1,001	8.40 each add'l 1,001
\$25,001 to 50,000	260.95 - 25,001	260.95 - 25,001
	6.10 each add'l 1,001	6.10 each add'l 1,001
\$50,001 to 100,000	413.45 - 50,001	413.45 - 50,001
	4.20 each add'l 1,001	4.20 each add'l 1,001
\$100,001 to 500,000	623.45 - 100,001	623.45 - 100,001
	3.40 each add'l 1,001	3.40 each add'l 1,001
\$500,001 to 1,000,000	1,983.45 - 500,001	1,983.45 - 500,001
	2.85 each add'l 1,001	2.85 each add'l 1,001
\$1,000,000 and Up	3,408.45 - 1 mill	3,408.45 - 1 mill
	2.20 each add'l 1,001	2.20 each add'l 1,001
Plan Review Fee for all commercial projects (excluding 1 & 2 family residential)	20% of building permit fee	20% of building permit fee
Demolition Permit	75.00	75.00
Structural Assessment Inspection Fee	50.00	50.00
Structural Assessment Re-inspection Fee	50.00	50.00
Moving Permit	50.00 250/500 liability	50.00 250/500 liability
	500.00 performance	500.00 performance
Temporary Use/Structure Permit	50.00	50.00
Mobile Home Park License	3.00 per space	3.00 per space
Mechanical Permits:		
\$1 to 2,000	40.00	40.00
\$2,001 - 20,000	40.00 1st 2,001	40.00 1st 2,001
	1.65 each add'l 1,001	1.65 each add'l 1,001
\$20,001 - 100,000	69.70 1st 20,001	69.70 1st 20,001
	1.10 each add'l 1,001	1.10 each add'l 1,001
\$100,001 +	157.70 1st 100,001	157.70 1st 100,001
	0.60 each add'l 1,001	0.60 each add'l 1,001

FEES AND CHARGES - BUILDING INSPECTIONS		
SERVICE	2026 FEE	2027 FEE
Plumbing Permits:		
Residence/Apartment(s)/ New Construction:		
\$1 to 20,000	40.00 1st 2,001 1.65 each add'l 1,001	40.00 1st 2,001 1.65 each add'l 1,001
\$20,001 - 100,000	69.70 1st 20,001 1.10 each add'l 1,001	69.70 1st 20,001 1.10 each add'l 1,001
\$100,001 +	157.70 1st 100,001 0.60 each add'l 1,001	157.70 1st 100,001 0.60 each add'l 1,001
Commercial:		
\$1 - 20,000	40.00 1st 2,001 1.65 each add'l 1,001	40.00 1st 2,001 1.65 each add'l 1,001
\$20,001 - 100,000	69.70 1st 20,001 1.10 each add'l 1,001	69.70 1st 20,001 1.10 each add'l 1,001
\$100,001 - +	157.70 1st 100,0001 0.60 each add'l 1,001	157.70 1st 100,0001 0.60 each add'l 1,001
Home Business Occupation	25.00	25.00
Manufactured Homes	150.00	150.00
Administrative Fee	125.00	125.00
Non-structural Permit	125.00	125.00
Community Acknowledgement Form Request	50.00	50.00
Mechanical/Fuel Gas Licensing Program		
Class A Annual Fee	125.00	125.00
Class B Annual Fee	75.00	75.00
Exam Fee	125.00	125.00

FEES AND CHARGES - CENTRAL DAKOTA COMMUNICATIONS CENTER (CENCOM)

SERVICE	2026 FEE	2027 FEE
Lincoln Police Dispatching	309.00 per month	319.00 per month
Tape and Fee for Production	30.00 per tape	30.00 per tape

FEES AND CHARGES - ENGINEERING

SERVICE	2026 FEE	2027 FEE
Administrative:		
24" X 36" Paper Plotted Color	15 per/pg	15 per/pg
24" X 36" Paper Plotter Black and White	10 per/pg	10 per/pg
Photocopies	0.10 pp after 10 pages	0.10 pp after 10 pages
USB Flashdrive with Requested Data	5.00 or cost + 10%	5.00 or cost + 10%
Review and Recording Fees (Private Drive, etc.)	Cost + 25.00 admin fee	Cost + 35.00 admin fee
Release of Non-platted Easements	Cost + 50.00 admin	Cost + 50.00 admin
Franchise Utility/Right of Way Occupancy Application/Renewal Fee	New	1,000.00
Project Plans & Specifications:		
11x17 Sheet Set	150.00	150.00
24X36 Sheet Set	200.00	200.00
Plans Purchased Through QuestCDN On The Internet	QuestCDN min. fee	QuestCDN min. fee
Project Spec Book (Must be Purchased w/plan Set)	included in plan fee	included in plan fee
Online Bidding Through QuestCDN On The Internet	QuestCDN Min. Fee	QuestCDN Min. Fee
City Specification Printed Manual	65.00 ea	65.00 ea
City Specification Manual on Digital Media	Eliminate	Eliminate
Excavation Permit: Traffic Control Fees May Apply:		
New (including random testing)	170.00	175.00
Stub Out (including random testing)	170.00	175.00
Completion (including random testing)	170.00	175.00
Cutoff (including random testing)	170.00	175.00
Repair (including random testing)	170.00	175.00
Surface Cut	120.00	120.00
Fire Line Flush	80.00	85.00
Approach Permit	100.00	200.00
Ditch Grading Permits	50.00	100.00
Grading Permits (Right of Way)	300.00 minimum or (lineal feet/400)*25.00	300.00 minimum or (lineal feet/400)*25.00
Concrete Permit (includes random testing)	50.00 minimum or \$0.75 per SF	50.00 minimum or \$0.75 per SF
Excavation Private Utility (In City ROW)	over 1,000 LF	over 1,000 LF
Traffic Control Fees- Per Week:		
Local Street - Full Closure w/o Detour	100.00	100.00
Local Street - Full Closure w/Detour	100.00	100.00
Collector Street - Partial/No Detour	100.00	100.00
Collector Street - Full Closure w/o Detour	150.00	150.00
Collector Street - Full Closure w/Detour	300.00	300.00
Minor Arterial - Partial/No Detour	300.00	300.00

FEES AND CHARGES - ENGINEERING

SERVICE	2026 FEE	2027 FEE
Minor Arterial - Full Closure w/o Detour	500.00	500.00
Minor Arterial - Full Closure w/Detour	1,000.00	1,000.00
Principal Arterial - Partial/No Detour	500.00	500.00
Principal Arterial - Full Closure w/o Detour	1,000.00	1,000.00
Principal Arterial - Full Closure w/Detour	3,000.00	3,000.00
Parking Lane Closure - PER WEEK (Timed Parking Locations):		
Parking Space Closure < 4 Spaces	100.00	100.00
Parking Lane Closure > OR = 4 Spaces	500.00	500.00
Sidewalk Closure Fee	100.00	100.00
Sidewalk Covered Walkway Fee (One-time Fee)	300.00	300.00
Public Bid Projects - Design and Observation	10% construction costs	10% construction costs
Public Bid Projects - Observation Only	5% construction costs	5% construction costs
3-Way Projects - Review and Observation	Wages X 2.00 plus add'l costs	2.5% of Constr Cost If project does not proceed developer will be charged Wages X 2.0
Public Bid Projects - Design & Observation with Consultant Design & Observation Contract	5% of consultants fee	5% of consultants fee
Snow Removal - Sidewalk (Special Assessed)	Cost+100.00 admin fee	Cost+100.00 admin fee
Special Assessment Fee:		
Assessment Period 7 years and Under	3%	3%
Assessment Period 10 years	3%	3%
Assessment Period 15 years	5%	5%
Vehicle Permits:		
Trip Permit - Special Mobile Equipment	25.00 permit + 25.00 admin fee	25.00 permit + 35.00 admin fee
Trip Permit - Trailer Towed by Semi	20.00 permit + 25.00 admin fee	20.00 permit + 35.00 admin fee
Trip Permit - Over Height/Width/Length (Structures)	99.00	100.00
Ton Mile Fee (NDCC Title 39) - Added During Spring Load Restrictions To All Trip Permits	Ton mile fee	Ton mile fee
Monthly - Special Mobile Equipment or Non- divisible Load	400.00	400.00
Traffic Impact Study Review (Plats, Site Plans)	200.00	200.00
Vendor Permits	50.00/year	50.00/year
Rolloff Dumpster Permit (Private Use)	100.00/week	100.00/week
Site Plan Reviews:		
Duplex, Triplex, 4-plex	100.00	125.00
Major Site Plan Review	400.00	400.00
Minor Site Plan Review	50.00	100.00
Amended Site Plan	-	50.00

FEES AND CHARGES - ENGINEERING

SERVICE	2026 FEE	2027 FEE
Small Cell Site Review Fee:		
Application Fee (Phase I)	50.00	50.00
Plan Review Fee (Phase II)	200.00	200.00
Renewal Fee (at 15 years)	1,000.00	1,000.00
Plat Reviews:		
Preliminary Major Plat Review	250.00	350.00
Minor Plat Review	350.00	Eliminate
Simple Plat	-	150.00
Final Major Plat Review	350.00	300.00
Stormwater PCSMP Reviews:		
Waiver	100.00	100.00
Stormwater Scoping Sheet (SM-04)	100.00	100.00
Application (SM-01) & PCSMP Checklist (SM-05)	300.00 up to 10 acres 20.00 each add'l acre	300.00 up to 10 acres 20.00 each add'l acre
Expedited (Conforms to Prev. Masterplan or SWMP) Application (SM-01) & PCSMP Checklist (SM-05)	300.00 up to 10 acres 20.00 each add'l acre	300.00 up to 10 acres 20.00 each add'l acre

FEES AND CHARGES - INFORMATION TECHNOLOGY / GIS

SERVICE	2026 FEE	2027 FEE
GIS Maps:		
City Street Map (30"x30")	26.00 each	26.00 each
City Base/Zoning (45"x36")	27.00 each	27.00 each
City Base/Street/Zoning (42"x50")	29.00 each	29.00 each
City Zoning (84"x84")	53.00 each	53.00 each

FEES AND CHARGES - FIRE		
SERVICE	2026 FEE	2027 FEE
Fireworks Display - Indoor	125.00/500k bond	150.00/500k bond
Fireworks Display - Outdoor	350.00/500k bond	400.00/500k bond
Fire Permits Not Listed	75.00	75.00
Day Care Center Inspection	50.00	60.00
Group Home Inspection	50.00	60.00
Hood Fire System Permit:		
\$1 - 20,000	125.00/hood	125.00/hood
	1.70 for each add'l 1,001	1.70 for each add'l 1,001
\$20,001 - 100,000	75.00 for 1st 20,001	75.00 for 1st 20,001
	1.20 for each add'l 1,001	1.20 for each add'l 1,001
\$100,001 - +	170.00 for 1st 100,001	170.00 for 1st 100,001
	.70 for each add'l 1,001	.70 for each add'l 1,001
Site Plan Review	150.00	150.00
Fire Sprinkler/Standpipe Permit:		
Cost Per Wet Riser	170.00	170.00
Cost Per Dry Riser	225.00	225.00
Fire Pump (Each)	170.00	170.00
Standpipe	275.00	275.00
Dwellings (1/2 Family)	35.00	50.00
Fire Alarm System Permit:		
Fire Alarm System	85.00 + (\$1 x 0.1% (total fire flow calculation area))	100.00 + (\$1 x 0.1% (total fire flow calculation area))
Open Burning	75.00	75.00
Tanks	75.00	75.00
Gates and Barricades	75.00	75.00
NDFA Reimbursement	Actual \$400.00/occurrence	Actual \$400.00/occurrence
Existing Sprinkler System Modifications	100.00	100.00

FEES AND CHARGES - MUNICIPAL COURT		
SERVICE	2026 FEE	2027 FEE
Traffic Citations:		
Sale/Possession of Tobacco Under 18	70.00	70.00
Authority of Police/Fire Department	20.00	20.00
Public Employees to Obey Traffic Regulations	40.00	40.00
Emergency Vehicles	50.00	50.00
Yield to Emergency Vehicle	100.00	100.00
Written Report of Accident	100.00	100.00
No Current Registration	20.00	20.00
No Drivers License	150.00	150.00
No Class 4 Drivers License	150.00	150.00
No Drivers License in Possession	150.00	150.00
Child Restraint Devices	25.00	25.00
Registration Card to be Carried in Vehicle	20.00	20.00
Registration Card Upon Employment	20.00	20.00
Visible License Plate	20.00	20.00
Seatbelts Required	20.00	20.00
Notice Change of Address	20.00	20.00
License Required Upon Residency	20.00	20.00
Red Light Violation	40.00	40.00
Flashing Red Light Violation	40.00	40.00
Pedestrian Control Signal	40.00	40.00
Designation of Lanes, Walks, Etc	40.00	40.00
Obedience to Traffic Control Device	40.00	40.00
Fail to Obey Traffic Signal	40.00	40.00
Careless Driving	200.00	200.00
Care Required	60.00	60.00
Restriicted License add-on	New	100.00
Speeding (4 mph over limit)	10.00	10.00
Speeding (5 mph over limit)	20.00	20.00
Speeding (6 mph over limit)	20.00	20.00
Speeding (7 mph over limit)	21.00	21.00
Speeding (8 mph over limit)	24.00	24.00
Speeding (9 mph over limit)	27.00	27.00
Speeding (10 mph over limit)	30.00	30.00
Speeding (11 mph over limit)	33.00	33.00
Speeding (12 mph over limit)	36.00	36.00
Speeding (13 mph over limit)	39.00	39.00
Speeding (14 mph over limit)	42.00	42.00
Speeding (15 mph over limit)	45.00	45.00
Speeding (16 mph over limit)	68.00	68.00
Speeding (17 mph over limit)	71.00	71.00
Speeding (18 mph over limit)	74.00	74.00
Speeding (19 mph over limit)	77.00	77.00
Speeding (20 mph over limit)	80.00	80.00
Speeding (21 mph over limit)	83.00	83.00
Speeding (22 mph over limit)	86.00	86.00
Speeding (23 mph over limit)	89.00	89.00
Speeding (24 mph over limit)	92.00	92.00

FEES AND CHARGES - MUNICIPAL COURT		
SERVICE	2026 FEE	2027 FEE
Speeding (25 mph over limit)	95.00	95.00
Speeding (26 mph over limit)	98.00	98.00
Speeding (27 mph over limit)	101.00	101.00
Speeding (28 mph over limit)	104.00	104.00
Speeding (29 mph over limit)	107.00	107.00
Speeding (30 mph over limit)	110.00	110.00
Speeding (31 mph over limit)	113.00	113.00
Speeding (32 mph over limit)	116.00	116.00
Speeding (33 mph over limit)	119.00	119.00
Speeding (34 mph over limit)	122.00	122.00
Speeding (35 mph over limit)	125.00	125.00
Speeding (36 mph over limit)	128.00	128.00
Speeding (37 mph over limit)	131.00	131.00
Speeding (38 mph over limit)	134.00	134.00
Speeding (39 mph over limit)	137.00	137.00
Speeding (40 mph over limit)	140.00	140.00
Speeding (41 mph over limit)	143.00	143.00
Speeding (42 mph over limit)	146.00	146.00
Speeding (43 mph over limit)	149.00	149.00
Speeding (44 mph over limit)	152.00	152.00
Speeding (45 mph over limit)	155.00	155.00
Speeding (46 mph over limit)	158.00	158.00
Speeding (47 mph over limit)	161.00	161.00
Speeding (48 mph over limit)	164.00	164.00
Speeding (49 mph over limit)	167.00	167.00
Speeding (50 mph over limit)	170.00	170.00
Speeding (51 mph over limit)	173.00	173.00
Speeding (52 mph over limit)	176.00	176.00
Speeding (53 mph over limit)	179.00	179.00
Speeding (54 mph over limit)	182.00	182.00
Speeding (55 mph over limit)	185.00	185.00
Speeding (56 mph over limit)	188.00	188.00
Speeding (57 mph over limit)	191.00	191.00
Speeding (58 mph over limit)	194.00	194.00
Speeding (59 mph over limit)	197.00	197.00
Speeding (60 mph over limit)	200.00	200.00
Speeding (61 mph over limit)	203.00	203.00
Speeding (62 mph over limit)	206.00	206.00
Speeding (63 mph over limit)	209.00	209.00
Speeding (64 mph over limit)	212.00	212.00
Speeding (65 mph over limit)	215.00	215.00
Minimum Speed Limits	40.00	40.00
Drag Racing	100.00	100.00
Exhibition Driving	50.00	50.00
Exceed Speed Limit on Private Property	20.00	20.00
Construction Speeding (1 mph over limit)	150.00	150.00
Construction Speeding (2 mph over limit)	150.00	150.00
Construction Speeding (3 mph over limit)	150.00	150.00

FEES AND CHARGES - MUNICIPAL COURT		
SERVICE	2026 FEE	2027 FEE
Construction Speeding (4 mph over limit)	150.00	150.00
Construction Speeding (5 mph over limit)	150.00	150.00
Construction Speeding (6 mph over limit)	150.00	150.00
Construction Speeding (7 mph over limit)	150.00	150.00
Construction Speeding (8 mph over limit)	150.00	150.00
Construction Speeding (9 mph over limit)	150.00	150.00
Construction Speeding (10 mph over limit)	150.00	150.00
Construction Speeding (11 mph over limit)	152.00	152.00
Construction Speeding (12 mph over limit)	154.00	154.00
Construction Speeding (13 mph over limit)	156.00	156.00
Construction Speeding (14 mph over limit)	158.00	158.00
Construction Speeding (15 mph over limit)	160.00	160.00
Construction Speeding (16 mph over limit)	162.00	162.00
Construction Speeding (17 mph over limit)	164.00	164.00
Construction Speeding (18 mph over limit)	166.00	166.00
Construction Speeding (19 mph over limit)	168.00	168.00
Construction Speeding (20 mph over limit)	170.00	170.00
Construction Speeding (21 mph over limit)	172.00	172.00
Construction Speeding (22 mph over limit)	174.00	174.00
Construction Speeding (23 mph over limit)	176.00	176.00
Construction Speeding (24 mph over limit)	178.00	178.00
Construction Speeding (25 mph over limit)	180.00	180.00
Construction Speeding (26 mph over limit)	182.00	182.00
Construction Speeding (27 mph over limit)	184.00	184.00
Construction Speeding (28 mph over limit)	186.00	186.00
Construction Speeding (29 mph over limit)	188.00	188.00
Construction Speeding (30 mph over limit)	190.00	190.00
Obedience to Turn Signs	40.00	40.00
Intersection	40.00	40.00
Left Turn at Other Than 2-Way Roadway	40.00	40.00
Vehicle Turn Left at Intersection	40.00	40.00
Limitations on Turning Around	40.00	40.00
Turning Movements and Required Signals	40.00	40.00
Stopping Vehicle on Roadway	40.00	40.00
Fail to Use Hand/Arm or Signal Lamps	40.00	40.00
Wrong Way on a One-Way	40.00	40.00
Rotary Traffic Islands	40.00	40.00
Stop Sign Violation	80.00	80.00
Fail to Yield	80.00	80.00
Train	100.00	100.00
Vehicle Stop-Railroad Crossing/Stop Signs	100.00	100.00
Certain Vehicles to Stop at all Railroad Crossing	40.00	40.00
When Traffic Obstructed	40.00	40.00
Drive Through Funeral Procession	40.00	40.00
Drive on Right Side of Roadway	40.00	40.00
Direction	40.00	40.00
Overtaking Vehicle on Left	40.00	40.00

FEES AND CHARGES - MUNICIPAL COURT		
SERVICE	2026 FEE	2027 FEE
Overtaking when on the Right is Permitted	40.00	40.00
Limitations on Over-Taking on the Left	40.00	40.00
Pass With Obstructed View	40.00	40.00
Further Limitation for Driving Left of Center	40.00	40.00
No Passing Zone	40.00	40.00
Drive on Road Laned for Traffic	40.00	40.00
Following Too Close	40.00	40.00
Driving on Divided Highway	40.00	40.00
Restricted Access	40.00	40.00
Vehicle Entering Roadway	40.00	40.00
Vehicle Approach/Enter Intersection	40.00	40.00
Overtaking & Passing a School Bus	250.00	250.00
Unattended Motor Vehicle	40.00	40.00
Use of Wireless Communications Device	200.00	200.00
Use of Electronic Comm Device by Minor	40.00	40.00
Limitations on Backing	40.00	40.00
Mechanism	40.00	40.00
Open/Close Vehicle Door When Unsafe	40.00	40.00
Coasting Prohibited	40.00	40.00
Following Fire Apparatus	40.00	40.00
Crossing Fire Hose	40.00	40.00
Driving through a Safety Zone	40.00	40.00
Garbage/Glass on Highway Prohibited	500.00	500.00
Open Container in Motor Vehicle	100.00	100.00
Permitting Minor to Drive	50.00	50.00
Permit Unauthorized Person to Drive	40.00	40.00
Driving Upon Sidewalk	40.00	40.00
Start a Stopped Vehicle Unsafely	40.00	40.00
Driving on Blvd/Private Property Prohibited	40.00	40.00
Entering Freeways - Right of Way	40.00	40.00
Operation of Snowmobiles	20.00	20.00
Vehicle Sound System	50.00	50.00
Motorized Scooter Violation	50.00	50.00
Unlawful Use of Motorized Scooter	100.00	100.00
No Liability Insurance	150.00	150.00
No Liability Insurance -2nd offense or more	300.00	300.00
Riding on Motorcycles	40.00	40.00
Motorcycle Lane Violation	40.00	40.00
Clinging to Other Vehicles (motorcycles)	40.00	40.00
Motorcycle, Footrests	40.00	40.00
Motorcycle Equipment	20.00	20.00
No Crash Helmet on Motorcycle	40.00	40.00
Bicycles Traffic Laws Apply	10.00	10.00
Riding on Sidewalk (bicycles)	10.00	10.00
Bicycle Clinging to Vehicle	10.00	10.00
Bicycle Equipment, Lamps & Equipment	10.00	10.00
Motor Vehicle Driving in Bike Lane Prohibited	40.00	40.00
Equipment on Vehicle to Conform	20.00	20.00

FEES AND CHARGES - MUNICIPAL COURT

SERVICE	2026 FEE	2027 FEE
Mufflers Required	20.00	20.00
Improper Brakes	20.00	20.00
No Tail/Clearance Lights	20.00	20.00
Improper Horn	20.00	20.00
Improper Mirror	20.00	20.00
Improper Tires	20.00	20.00
Signals Not Working	20.00	20.00
Improper Wipers	20.00	20.00
Obstructed/Tinted Windows	20.00	20.00
Size, Width & Height Restrictions	40.00	40.00
Travel Off Truck Route/Load Restrictions	40.00	40.00
Pedestrians to Obey Traffic Devices	20.00	20.00
Fail to Yield to Pedestrian	100.00	100.00
Jaywalking	40.00	40.00
Driver to Exercise Due Care	40.00	40.00
Pedestrian on Roadway	40.00	40.00
Blind Pedestrian Right of Way	50.00	50.00
Pedestrian Under Influence-Alcohol/Drugs	20.00	20.00
Soliciting Rides or Business	20.00	20.00
Roll/Skate/Board Restrictions	30.00	30.00
Parking Citations:		
10 Minute Zone	15.00	15.00
30 Minute Zone (1st offense)	15.00	15.00
30 Minute Zone (2nd offense)	25.00	25.00
30 Minute Zone (3rd offense)	35.00	35.00
30 Minute Zone (4th offense)	45.00	45.00
30 Minute Zone (5th offense)	55.00	55.00
60 Minute Zone (1st offense)	15.00	15.00
60 Minute Zone (2nd offense)	25.00	25.00
60 Minute Zone (3rd offense)	35.00	35.00
60 Minute Zone (4th offense)	45.00	45.00
60 Minute Zone (5th offense)	55.00	55.00
90 Minute Zone (1st offense)	15.00	15.00
90 Minute Zone (2nd offense)	25.00	25.00
90 Minute Zone (3rd offense)	35.00	35.00
90 Minute Zone (4th offense)	45.00	45.00
90 Minute Zone (5th offense)	55.00	55.00
2 Hour Zone (1st offense)	15.00	15.00
2 Hour Zone (2nd offense)	25.00	25.00
2 Hour Zone (3rd offense)	35.00	35.00
2 Hour Zone (4th offense)	45.00	45.00
2 Hour Zone (5th offense)	55.00	55.00
48 Hour Zone	15.00	15.00
Double Parking	15.00	15.00
Fire Hydrant	15.00	15.00
Fire Lane	10.00	10.00
Block Driveway	10.00	10.00

FEES AND CHARGES - MUNICIPAL COURT		
SERVICE	2026 FEE	2027 FEE
Bus Stop	10.00	10.00
Night Restriction	10.00	10.00
Oversize Close to Intersection	10.00	10.00
Overtime Rec Vehicle	150.00	150.00
15 Feet From Intersection	10.00	10.00
10 Feet From Crosswalk	10.00	10.00
Blocking Sidewalk	10.00	10.00
Blocking Crosswalk	15.00	15.00
Parking on Boulevard	10.00	10.00
No Parking Zone	10.00	10.00
Alley Parking	10.00	10.00
Blocking Alley	10.00	10.00
Left Side of Street	10.00	10.00
Loading Zone	10.00	10.00
Loading Zone (5th & Main)	50.00	50.00
Handicap Zone	100.00	100.00
Display Mobility Permit	5.00	5.00
No Skate/Rollerblade	5.00	5.00
Miscellaneous Offense	5.00	5.00
Zone	100.00	100.00
Camper/Trailer 48 hr Violation	150.00	150.00
Zone	15.00	15.00
Record Search	1.00/page	1.00/page
	or 5.00 certified copy	or 5.00 certified copy
NSF Check Charge	30.00	30.00

FEES AND CHARGES - PLANNING

SERVICE	2026 FEE	2027 FEE
Planning Department:		
Application Fees:		
Preliminary Major Plat	see following	see following
Preliminary Major Plat < 3 Acres	700.00	800.00
Preliminary Major Plat >= 3 Acres		
and <= 10 Acres	900.00	1,000.00
Preliminary Major Plat > 10 Acres	1,100.00	1,200.00
Preliminary Major Plat Resubmittal Fee	250.00	250.00
Final Major Plat	1,300.00	1,050.00
Final Major Plat Resubmittal Fee	250.00	250.00
Minor Plat	see following	see following
Minor Plat < 1 Acres	1,350.00	Eliminate
Minor Plat >= 1 Acres and <= 5 Acres	1,450.00	Eliminate
Minor Plat > 5 Acres	1,550.00	Eliminate
Minor Plat Resubmittal Fee	250.00	Eliminate
Simple Plat	None	550.00
Simple Plat Resubmittal Fee	None	150.00
Lot Combination	None	150.00
Plat Vacation	1,300.00	1,300.00
Zoning Map Amendment	see following	see following
Zoning Map Amendment < 3 Acres	1,350.00	1,350.00
Zoning Map Amendment >= 3 Acres		
and <= 10 Acres	1,450.00	1,450.00
Zoning Map Amendment > 10 Acres	1,550.00	1,550.00
Zoning Map Amendment - PUD Addition	150.00	Eliminate
Zoning Map Amendment - POD Addition	N/A	150.00
PUD Amendment	1,100.00	Eliminate
POD Amendment	N/A	1,100.00
Annexation without Subdivision	-	1,000.00
Special Use	750.00	750.00
Rural Lot Splits	800.00	Eliminate
MSP Amendment	500.00	500.00
FLUP Amendment	500.00	500.00
Vacation - ROW	750.00	900.00
Vacation - Non-access Lines or Setback Lines	400.00	400.00
Release - Easements	400.00	500.00
Lot Modification	150.00	Eliminate
Adjustment	N/A	100.00
Downtown Design Review w/o RZA	150.00	150.00
Renaissance Zone Project	150.00	150.00
Zoning Verification Letter	100.00	100.00
Land Development Code Interpretation	N/A	100.00
Major Site Plan	350.00	350.00
Amended Site Plan	100.00	100.00
Minor Site Plan	250.00	250.00
Appeals	250.00	250.00
Variances	550.00	550.00

FEES AND CHARGES - POLICE		
SERVICE	2026 FEE	2027 FEE
Vehicle Impound - Towing	29.00	29.00
Vehicle Storage:		
1-31 days	10.00/day	10.00/day
32+ days	35.00/day	35.00/day
Criminal Report:		
Cost (after 1st 10 pages)	0.25/page + postage	0.25/page + postage
Locate Records (after 1st hour)	25.00/hr	25.00/hr
Redacting the Records	25.00/hr	25.00/hr
Fingerprinting:		
1-2 cards	10.00	10.00
3 or more cards	15.00	15.00
Accident Reports:		
Officer Report	2.00	2.00
Officer's Narrative	5.00	5.00
Both Report and Narrative	7.00	7.00
Photo CD	5.00	5.00
Gaming Permit:		
New	25.00/3 years	25.00/3 years
Renewal	20.00/3 years	20.00/3 years
Duplicate	10.00	10.00
Change Organization	10.00	10.00
Alarms:		
1-3 Responses/Yr	15.00 each	15.00 each
4-6 Responses/Yr	25.00 each	25.00 each
7-12 Responses/Yr	50.00 each	50.00 each
12+ Responses/Yr	75.00 each	75.00 each
Taxi Drivers License:		
Application Fee	14.00	14.00
New	45.00/yr	45.00/yr
Renewal	30.00/yr	30.00/yr
Impounds:		
Animal Impoundment Other Than Dogs and Cats		
Impound Fee	35.00	50.00
Board Fee	20.00	30.00
Dog Impoundment - Unlicensed		
Impound Fee	35.00	50.00
Board Fee	20.00	30.00
Dogs Under 6 Mo/Licensed		
Impound Fee	15.00	15.00
Board Fee	20.00	20.00
Cats Under 6 Mo/Licensed		
Impound Fee	15.00	15.00
Board Fee	20.00	20.00
Cats Over 6 Mo/Not Licensed		
Impound Fee	35.00	35.00
Board Fee	20.00	20.00

FEES AND CHARGES - POLICE

SERVICE	2026 FEE	2027 FEE
Dog/Cat License:		
Spayed / Neutered Pet	0.50/month	0.50/month
Unaltered Cat or Dog	1.50/month	1.50/month
Replacement for Lost License	3.00	3.00
Public Dance:		
One Dance		
Filing Fee	10.00	10.00
Officer Presence	56.00/officer/hr	65.00/officer/hr
Annual	100.00 filing fee	100.00 filing fee
MIP & Marijuana Class Fees	50.00/ person	50.00/ person
Shoplifting Kit Fees	40.00/kit	40.00/kit
Drug Testing Youth Fees	9.00	9.00
Contract Policing-OT rate per Officer	56.00/hr	65.00/hr
Park Policing	14,000 yearly	14,000 yearly
Permits - Deer	5.00/permit issued	5.00/permit issued
Permits - Turkey	5.00/permit issued	5.00/permit issued
Door-to-Door Replacement Badge	9.00	9.00
Choices Class (Formerly MISD)	50.00/person	50.00/person
Cognitive Life Skills Class	75.00/person	75.00/person
Truancy II	50.00/person (deposit)	50.00/person (deposit)
Drug and Alcohol	50.00/person	50.00/person
Traffic Escorts	25.00/officer/escort	25.00/officer/escort

FEES AND CHARGES - PUBLIC HEALTH		
SERVICE	2026 FEE	2027 FEE
Health Services/Office Visits:		
1 Unit = 15 Minutes		
Nursing Assessment/Med Fill Per Unit	20.00	20.00
Blood Collection - Venous	12.00	15.00
Blood Collection - Capillary	13.00	15.00
Cholesterol Screening Fee (w/Capillary Blood Collection)	33.00	35.00
Dressing Change - 1 Unit	20.00	20.00
Ear Exam - 1 Unit	20.00	20.00
Ear Wash - Impacted Wax		
Instrument Removal Unilateral (One Ear)	54.00	54.00
Instrument Removal Bilateral (Both Ears)	80.00	80.00
Irrigation Removal Unilateral (One Ear)	22.00	22.00
Irrigation Removal Bilateral (Both Ears)	33.00	33.00
Blood Glucose Screening Fee (w/ Capillary Blood Collection)	18.00	20.00
Head Lice Screening - 1 Unit	20.00	20.00
Hearing Screening	20.00	20.00
Hemoglobin Screening (w/ Capillary Blood Collection)	18.00	20.00
Injections	46.00	46.00
Foot Care/Assessment Fee	43.00	43.00
Protime Fee (w/Capillary Blood Collection)	20.00	22.00
Pulse Oximetry Fee	5.00	5.00
Suture Removal - 1 Unit	20.00	20.00
STD Screening Fee (Specimen collection)	35.00	35.00
Pregnancy Test	9.00	10.00
Tuberculin (TB) Test (Skin Test collection)	20.00	20.00
Urinalysis (w/ Nursing Assessment)	50.00	65.00
Vision Screening	24.00	24.00
Lead Screening (w/ blood collection/venous or capillary)	20.00	20.00
Fluoride Varnish - Nurse of the Day	37.00	40.00
STD Blood Draw - Syphilis (w/venous blood collection)	30.00	35.00
Titer (w/venous blood collection)	35.00	50.00
Lab Specimen Transfer Fee	Based on state lab fee	Based on state lab fee
Nurse Family Partnership Title IV-E Prevention Services	8.00	10.00
RN Home Care- Per Diem Flat Rate	220.00	220.00
	77.00	77.00

FEES AND CHARGES - PUBLIC HEALTH		
SERVICE	2026 FEE	2027 FEE
Immunizations:		
Immunization Counseling	New	41.00
Flu Shots	75.00	85.00
Flu Mist	75.00	85.00
Flu Shots High Dose	130.00	140.00
Vaccines for Children (VFC) or Vaccines for Adults (VFA)		
Vaccine Administration	20.00	20.00
Private Vaccine/Administration	Variable	Variable
Based on 3rd party payer fee schedules or the cost for vaccine, whichever is greater		
Dietetic Services:		
Nutrition Services - Initial	52.00	52.00
Nutrition Services - Reassessment	45.00	45.00
Nutrition Services - Group Therapy	25.00	25.00
Worksite Wellness (Includes Time & Materials)	55.00	55.00
Health Tracks:		
Health Tracks Screening	145.00	150.00
Denver Pediatric Screening, ASQ-3, M-CHAT	13.00	15.00
Edinburgh Post-Natal Depression Screening, ASQ-SE, PSC,Y-PSC,PHQ-2 OR/9, GAD7	6.00	6.00
Fluoride Varnish	30.00	35.00
Behavioral Assessment	10.00	Remove
Environmental Health Division Food Service:		
Food Establishment - Level 1 (e.g. Retail Food Market, Limited Food Service, Bakery, Bar/Tavern)		
Less than 5,000 sq ft	165.00	165.00
5,000 to 10,000 sq ft	195.00	195.00
More than 10,000 sq ft	220.00	220.00
Food Establishment - Level 2 (e.g. Retail Food Market, Ltd Food Service, Food Processing, Bakery, Restaurant)		
Less than 5,000 sq ft	275.00	275.00
5,000 to 10,000 sq ft	305.00	305.00
More than 10,000 sq ft	330.00	330.00
Food Establishment - Level 3 (Restaurant)		
Less than 5,000 sq ft	385.00	400.00
5,000 to 10,000 sq ft	415.00	425.00
10,001 to 20,000 sq ft	440.00	440.00
More than 20,000 sq ft	550.00	550.00
Facilities, Churches, Fraternal Clubs, Non-profit Orgs.)	165.00	175.00
Institutions - Type 2 (Hospitals, Assisted Living/Nursing Homes)	275.00	275.00
Temporary Food Permit (no proration)	85.00	85.00
Food License Type - Concessions	85.00	85.00

FEES AND CHARGES - PUBLIC HEALTH		
SERVICE	2026 FEE	2027 FEE
Mobile Food I - Risk Level 1	85.00	85.00
Mobile Food II - Risk Level 2	165.00	165.00
Non-Food Permits:		
Lodging Permit (1 - 18 units)	130.00	130.00
Lodging Permit (19-35 units)	160.00	160.00
Lodging Permit (36-100 units)	195.00	195.00
Lodging Permit (Excess of 100 units)	219 + 1.00/unit	219 + 1.00/unit
Swimming Pools: Semi-Public/Public Operation:		
Year Round Pool	220.00	220.00
Each additional body of water	55.00	55.00
Seasonal Pool	110.00	110.00
Each additional body of water	55.00	55.00
Year Round Spa/Whirlpool	55.00	55.00
Tanning Permit (1-10 beds)	110.00	110.00
Tanning Permit (more than 10 beds)	165.00	165.00
Tattoo/Body Art	165.00	165.00
(1 hour minimum)	55.00	55.00
Special Pet	85.00	85.00

Reimbursement for public health nursing services is based on Medicaid allowable fees as well as the cost of lab fees associated with the service provided. Fees may vary depending on Medicaid reimbursement rate changes. NDCC 23-24-08 Boards of Health Powers & Duties: Except when in conflict with a local ordinance or a civil service rule within the board of health jurisdiction, each board of health may establish by rule, a schedule of reasonable fees that may be charged for services rendered. Services may not be withheld due to inability to pay any fees established under this subsection.

FEES AND CHARGES - PUBLIC WORKS SERVICE OPERATIONS

SERVICE	2026 FEE	2027 FEE
Forestry:		
Tree Trimmers License	75.00	75.00
Arborist Certification Test	75.00	75.00
Private Property Technical Svc	50.00/hr (minimum fee)	50.00/hr (minimum fee)
Firewood Sales	Free	Free
Forestry Wood Chipper Mulch Single Grind	Free	Free
Forestry Wood Chipper Bulk (Over 1 Ton)	Free	Free
Saw Logs	Free	Free
Aerial Lift Truck w/Chipper Body	83.00/hr	83.00/hr
Log Truck w/Crane	85.00/hr	85.00/hr
Wood Chipper-Bandit	75.00/hr	75.00/hr
Chipper Truck	35.00/hr	35.00/hr
Stump Router	150.00/hr	150.00/hr
Fee - Mirror Site Plan Review	50.00	50.00
Fee - Site Plan Review	150.00	150.00
Fee - Adm Service Fee (Weed Cutting)	60.00	75.00
Roads & Streets:		
Asphalt Repair	bill actual	bill actual
Equipment Rental:		
Compact Pickup	11.00/day	13.00/day
1/2 Ton Pickup	11.00/day	13.00/day
3/4 Ton Pickup	11.00/day	13.00/day
1 Ton Pickup	11.00/day	13.00/day
Tandem Axle Dump Truck	86.00/hr	112.00/hr
Tandem Axle Dump Truck w/Sander & Plow	90.00/hr	90.00/hr
Tandem Axle Dump Truck w/Sander	86.00/hr	88.00/hr
Single Axle Dump Truck	85.00/hr	85.00/hr
Single Axle Dump Truck w/Sander	93.00/hr	87.00/hr
Single Axle Dump Truck w/Sander & Plow	106.00/hr	106.00/hr
Motor Grader	75.00/hr	75.00/hr
Front End Loader w/Bucket	65.00/hr	65.00/hr
Front End Loader w/Snow Plow	80.00/hr	80.00/hr
Front End Loader w/8 ft Snow Blower	250.00/hr	250.00/hr
Skid Steer w/Bucket	60.00/hr	60.00/hr
Asphalt Saw w/Skid Steer	160.00/hr	160.00/hr
Snow Blower w/Skid Steer	110.00/hr	110.00/hr
Utility Trailer	7.00/hr	7.00/hr
Sweeper	105.00/hr	105.00/hr
Paver	250.00/hr	250.00/hr
Roller (Small)	140.00/hr	140.00/hr
Roller (Large)	185.00/hr	185.00/hr
Air Compressor	15.00/hr	15.00/hr
Disc	35.00/hr	35.00/hr
Self Propelled Broom 8 ft	120.00/hr	120.00/hr

FEES AND CHARGES - PUBLIC WORKS SERVICE OPERATIONS

SERVICE	2026 FEE	2027 FEE
Service Truck	35.00/hr	35.00/hr
Chip Spreader	120.00/hr	120.00/hr
Oil Distributor	75.00/hr	75.00/hr
Truck-mounted Generator	95.00/hr	95.00/hr
Backhoe	85.00/hr	85.00/hr
Mower w/Tractor 72" and Below	35.00/hr	35.00/hr
Broom w/Tractor 60" and Below	31.00/hr	31.00/hr
Snow Blower w/Tractor 48" and Below	34.00/hr	34.00/hr
Generator 4000kw & Less	5.00/hr	10.00/hr
Generator 4001kw & More	28.00/hr	28.00/hr
Loop Saw	Eliminate	Eliminate
Barricades	2.00/day/barricade	2.00/day/barricade
Paint Striper	5.00/hr	10.00/hr
Concrete Saw	20.00/hr	20.00/hr
Aerial Lift Truck	120.00/hr	120.00/hr
Farm Tractor w/Mower	95.00/hr	95.00/hr
*Plus labor - Average Costs of Department Payroll		
Infrastructure Damage Claim Requests Will Include Replacement Costs of Infrastructure Plus Labor		
Landfill Franchise Fee - Internal Charge	4.00 per ton	3.00 per ton
Street Lights:		
Residential w/Lights	12.61	12.99
Residential w/o Lights	5.99	6.37
Rental Units - Apartments	12.61/5.98	12.99/6.37
Commercial - Other	17.67/10.97	18.20/11.31
*Plus labor - Average Costs of Department Payroll		
Infrastructure Damage Claim Requests Will Include		
Replacement Costs of Infrastructure Plus Labor		
Small Cell Site Annual Fee	220.00	230.00
Solid Waste:		
Commercial/Non-resident With Scale Installation		
Special Fees:		
Furniture and Major Appliances - Resident	15.00	20.00
Furniture and Major Appliances - Non-resident	25.00	30.00
Refrigerated Appliances - Resident	20.00	20.00
Refrigerated Appliances - Non-resident	30.00	30.00
Tires:		
14" to 20"	6.00, 12.00 with rim	7.00, 14.00 with rim
Semi Truck Tire	20.00, 50.00 with rim	25.00, 60.00 with rim
Tractor Tire	74.00	80.00
Antifreeze - Resident	9 gals or more \$0.25/gallon	10 gals or more \$0.25/gallon
Antifreeze - Non-Resident	\$0.25/gallon	\$0.25/gallon
Used Enging Oil - Resident	9 gals or more \$0.25/gallon	10 gals or more \$0.25/gallon
Used Engine Oil - Non-Resident	\$0.25/gallon	\$0.25/gallon

FEES AND CHARGES - PUBLIC WORKS SERVICE OPERATIONS

SERVICE	2026 FEE	2027 FEE
Car Body - Resident	25.00 each	25.00 each
Car Body - Non-resident	30.00 each	30.00 each
Trailer Homes - Resident	1,300.00	1,500.00
Trailer Homes - Non-resident	1,500.00	1,750.00
Camper	750.00	800.00
Boat	125.00	150.00
Entry Shed - Site 1	175.00	200.00
Entry Shed - Site 4	150.00	175.00
Asbestos	67/ton + 100.00 loader fee	73/ton + 100.00 loader fee
Medical Marijuana	new	73/ton + 100.00 loader fee
Large Animals - Non-resident	54.00	75.00
Small Animals - Resident	10.00 each	10.00 each
Small Animals - Non-resident	10.00 each	40.00 each
Vehicle Weighing/Other Scale Usage		
Resident	20.00 each	25.00 each
Non-resident	25.00 each	30.00 each
Commercial	25.00 each	30.00 each
Loading Fee for Compost or Wood Chips	100.00 for 4 loads/30 single	100.00 for 4 loads/30 single
Fluorescent Lamps 4 ft in Length and Under	1.20	1.20
Fluorescent Lamps 5 ft and Over in Length	1.75	1.80
U-shaped and Circular Fluorescent Lamps	3.40	3.47
High Intensity Discharge Lamps	3.40	3.47
Compact Fluorescent Lamps With Ballasts	1.75	1.81
PCB Ballasts	5.60	5.60
PCB Capacitor	12.75	12.75
Unstable Reactive/Pound	13.00	13.65
Waste Reactive/Pound	11.84	11.30
Oxidizers (Class I & II) Per Pound	3.35	3.51
Organic Peroxides (Class I) Per Pound	11.84	12.43
Flammables (Including Solvent, Aerosol) Per lb	3.35	3.52
Flammables (Oil-based Paint/Stain) Per Gallon	2.43	2.55
Corrosives Per Pound	3.35	3.52
Toxics Per Pound	3.35	3.52
Paint (Water Based) Per Gallon	1.83	1.92
Unknowns (Liquid/Solid) Per Pound	3.35	3.52
Electronics Per Pound	0.44	0.46
Collection Fees:		
Residential-96 Gallon Container	18.78	19.93
Single Sort Recycling	8.08	8.48
SS Recycling	26.86	28.41
Residential-96 Gallon Container Who Opted Out of Curbside Recycling in 2013	18.78	19.93
2nd Residential-96 Gallon Container (50% rate of regular collection fee - 12 month minimum commitment)	9.39	9.96

FEES AND CHARGES - PUBLIC WORKS SERVICE OPERATIONS

SERVICE	2026 FEE	2027 FEE
Charge)	50.00	50.00
Bulk Item Collections Fee (Up to 5 items)	\$25 + Cost of Disposal	\$25 + Cost of Disposal
Dumpsters - 1X		
1 CY \$52.55 Pickup plus \$10.50/yd	63.05	66.63
1.5 CY	68.30	72.36
2 CY	73.55	78.08
3 CY	84.05	89.53
4 CY	94.55	100.98
6 CY	115.55	123.88
8 CY	136.55	146.78
Dumpsters - 2X \$52.55 Pickup plus \$10.50/yd times 2		
1 CY	126.10	133.26
1.5 CY	136.60	144.72
2 CY	147.10	156.16
3 CY	168.10	179.06
4 CY	189.10	201.96
6 CY	231.10	247.76
8 CY	273.10	293.56
Dumpsters - 3X \$52.55 Pickup plus \$10.50/yd times 3		
1 CY	189.15	199.89
1.5 CY	204.90	217.08
2 CY	220.65	234.24
3 CY	252.15	268.59
4 CY	283.65	302.94
6 CY	346.65	371.64
8 CY	409.65	440.34
Disposal Fees:		
Mimumum Dumping Fee	6.00	7.00
Unsecured Loads	25.00	25.00
Inert Waste	50.00	55.00
Subtitle D Pit	67.00	73.00
Trees and Wood Waste	40.00	45.00
Sump and Grease Trap Waste	85.00	100.00
Contaminated Soil	85.00	100.00
Landfill Commercial Account:		
Inspections Landfill Site Surcharge	2.00	2.00
Set Up Fee	10.00	10.00
Minimum Monthly Charge	5.00	5.00
Hauler's License	1,000/year	1,100/year
Solid Waste Overflow Surcharge (Ord 8-07-06.2)	25.00	25.00
Dumpster Changeout Charge (Ord 8-07-06.2)	85.00	100.00
		Actual Cost Plus Changeout Fee
Dumpster Fire Damage Repair		
96 Gal Can Fire Damage Replacement	new	75.00

FEES AND CHARGES - PUBLIC WORKS SERVICE OPERATIONS

SERVICE	2026 FEE	2027 FEE
Equipment Rental:		
Excavator	65.00	65.00
Scraper	450.00	450.00
Dozer	215.00	215.00
Side Load Garbage Truck	45.00	50.00
Front & Rear Load Garbage Truck	39.00	45.00
Tubgrinder	365.00	375.00
Farm Tractor w/Seeder	70.00	70.00
Water Truck - 2500 Gal	50.00	50.00
Compost	Free	Free
Tub Grinder Wood Chips Single Grind	Free	Free
(Volume Under 1 Ton or Less Than 6 cy)	Free	Free
Tub Grinder Wood Chips Single Grind	Free	Free
(Bulk Over 1 Ton or More Than 6 cy)	Free	Free
Tub Grinder Double Grind Wood Chips	30.00	35.00
(Volume Under 1 Ton or Less Than 6 cy)	5.00	6.00/Ton
Tub Grinder Double Grind Wood Chips	30.00	35.00/Ton
(Bulk Over 1 Ton or More Than 6 cy)	30.00/ton or 5.00/cy	35.00/ton or 6.00/cy
*Plus Labor - Average Costs of Department Payroll		
Fleet Service:		
Mechanic Labor	128.00	134.00
In-field Fleet Labor	192.00	201.00
Passenger Vehicle Rental	12.00	13.00
NSF Charge	30.00	30.00

FEES AND CHARGES - PUBLIC WORKS UTILITY OPERATIONS

SERVICE	2026 FEE	2027 FEE
Monthly Utility Bill Fees:		
Water Curb Stop Repair (Single and Multifamily to 4 units not on private drive)	1.60	1.80
Credit Card Fees	passed to customer	Pass through fee
Monthly Water Base Rate (no usage included):		
5/8" Meter	10.41	10.77
3/4" Meter	13.08	13.54
1" Meter	18.42	19.06
1.5" Meter	31.74	32.85
2" Meter	47.74	49.41
3" Meter	98.41	101.85
4" Meter	165.06	170.84
6" Meter	365.05	377.83
8" Meter	431.70	446.81
10" Meter	1,124.97	1,164.34
Monthly Water Usage Rate Per Unit (748 gallons):		
Single Family		
1-8 Units	1.80	1.86
9-16 Units	4.93	5.10
17-24 Units	6.34	6.56
25 Units and Above	8.10	8.38
Multifamily (2 Dwelling Units and Above)	2.21	2.29
Non-residential	3.06	3.17
Monthly Sewer Base Rate (no usage included):		
5/8" Meter	7.69	8.28
3/4" Meter (Single Family Maximum is the 3/4" Meter Fee)	11.54	12.23
1" Meter	19.22	20.10
1.5" Meter	38.46	39.82
2" Meter	61.52	63.46
3" Meter	134.61	138.38
4" Meter	230.74	236.91
6" Meter	519.18	532.56
8" Meter	615.32	631.10
10" Meter	1,615.21	1,655.99
Additional Surcharge for Backup Coverage (not on private drives)	0.30	REMOVE

FEES AND CHARGES - PUBLIC WORKS UTILITY OPERATIONS

SERVICE	2026 FEE	2027 FEE
Monthly Sewer Usage Rate Per Unit (748 gallons):		
Single Family	3.16	3.24
Multifamily (2 Dwelling Units and Above)	5.14	5.27
Non-residential	5.13	5.26
Monthly Stormwater Rate:		
Single Family Flat Rate Based on Assessed Square Footage (ASF)		
Property < 8,000 (ASF)	1.54	1.54
Property 8,001-16,000 ASF	3.09	3.09
Property Over 16,001 ASF	4.63	4.63
Multifamily up to 4 Units, Each Unit	1.54	1.54
Multifamily 5+ Units and Non-residential		
Fee per 1,000 sq ft of Impervious Hard Surface	0.51	0.51
Other Charges:		
Delinquent Turn on Service (Mon-Fri 8am-4pm)		
Office and Field Cost	75.00	75.00
Delinquent Turn on Service (After Hours) Office and Field Cost	150.00	150.00
Returned Payment Fee	30.00	30.00
Service Call Scheduled at Least One Day in Advance (Per Trip)	no charge	No Charge
Service Call Same Day Response (Per Trip)	50.00	50.00
Service Call After Hours (Per Trip)	100.00	100.00
Customer-Requested Meter Check Due to Disputed Meter Reading	50.00	50.00
If Equipment Failure is Identified	fee waived	Fee Waived
First Scheduled Service Call on Issue in Home (First Hour)	no charge	No Charge
Additional Scheduled Service Call on Same Issue (Per Hour)	50.00	50.00
Additional Scheduled Service Call Abused Equipment (Per Hour + Materials)	50.00	50.00
Repair Frozen Meter (Per Hour + Materials)	50.00	50.00
Install/Remove Lawn Meter	50.00	50.00
Hydrant Water Sales:		
Hydrant Hookups	50.00	75.00
Hydrant Meter Rental (5/8-inch meter) Per Day	1.25	1.25
Hydrant Meter Rental (3-inch meter) Per Day	5.75	5.75
Sale of Water From Hydrant Hookup (Per Gallon)	0.01	0.01

FEES AND CHARGES - PUBLIC WORKS UTILITY OPERATIONS

SERVICE	2026 FEE	2027 FEE
Bulk Water Sales:		
Bulk Water Sale Credit Card Minimum Fee	No Charge	Remove
Bulk Water Prepayment Fob	15.00	15.00
Bulk Water Sales to Fill Tanks Per Gallon	0.007	0.008
Water Meter, Transmitter Installation, Water Connection Fees:		
Meter Read Transmitter Installation	50.00	50.00
3/4" to 2" Water Meter, Meter Read Transmitter, and Parts	Cost, 25% Markup, Tax	Cost, 25% Markup, Tax
3/4" and 1" Water Connection Fee	55.00	55.00
1.5" Water Connection Fee	65.00	65.00
2" Water Connection Fee	105.00	105.00
3" to 6" Water Meter, Meter Read Transmitters, and Parts	Cost, 10% Markup, Tax	Cost, 10% Markup, Tax
Tapping Fees Water & Sewer:		
Water Tapping Fee Up to 2"	Eliminate	REMOVE
Water 3"-6"	500.00	700.00
Water 8"-12"	800.00	1000.00
Sewer 8"-12" Clay Tile	600.00	600.00
Sewer 8"-12" Concrete	800.00	1000.00
Sewer 4"- 6" PVC	150.00	150.00
Sewer 4"- 6" Non-PVC	275.00	400.00
Stormwater New Construction:		
Stormwater Construction Site Management Permit		
Small Site, Less Than 10,000sf	55.00	55.00
Large Site, 10,001 to 20,000sf	110.00	110.00
Large Site Over 20,000 sf Disturbed (per sq ft)	0.005	0.005
Residential Reissuance After 180 Days	No Charge	27.50
Reissue Large Site Permit After 18 Months	No Charge	50% of Original Fee
Lab Testing:		
Swimming Pool Testing (Environmental Health Performs the Sampling)	45.00	45.00
Up to 12 Prepaid Tests for Individual Pool Open Year-Round*	420.00	420.00
Up to 4 Prepaid Tests for Individual Pool Open 5	140.00	140.00

*Prepayment Due February 1st, or Tests are Billed Individually

FEES AND CHARGES - PUBLIC WORKS UTILITY OPERATIONS

SERVICE	2026 FEE	2027 FEE
Wastewater Fees:		
Surcharge Industrial User High Strength (Over 300Mg/L)		
Biochemical Oxygen Demand (BOD) Per 1,000 lbs	280	290
Total Suspended Solids (TSS) Per 1,000 lbs	280	290
Sewer Waste Hauled to Treatment Plant Per 1,000 Gallons	87	90
Inadequate Grease Control Monthly Surcharge*	150.00	300.00
*Utility will not accept backup claims for industry with inadequate grease control. Backup surcharge will be removed and grease surcharge will be in effect until the issue is resolved.		
Industrial Pretreatment Reinspection Fee	50.00	50.00
Annual Permitted Industrial User Sampling, Lab Testing, & Inspection Fee (\$12.50 billed monthly)	150.00	150.00
Notice of Violation Publication Fee	0.00	100.00

Capital Charges: At time of development, Capital Charge is based for Residential at 3/4" and Commercial at 2". Capital Charge at time of building permit is a true up based on actual meter size.

Water Treatment Capital Charge:

3/4" Meter	1,252.00	1,252.00
1" Meter	2,087.00	2,087.00
1.5" Meter	4,174.00	4,174.00
2" Meter	6,678.00	6,678.00
3" Meter	14,607.00	14,607.00
4" Meter	25,040.00	25,040.00
6" Meter	56,340.00	56,340.00
8" Meter and Above	based on city review	based on city review

Water Transmission Capital Charge:

3/4" Meter	1,833.00	1,833.00
1" Meter	3,055.00	3,055.00
1.5" Meter	6,110.00	6,110.00
2" Meter	9,776.00	9,776.00
3" Meter	21,385.00	21,385.00
4" Meter	36,660.00	36,660.00
6" Meter	82,485.00	82,485.00
8" Meter and Above	based on city review	based on city review

Wastewater Treatment Capital Charge:

3/4" Meter	852.00	852.00
1" Meter	1,420.00	1,420.00
1.5" Meter	2,840.00	2,840.00
2" Meter	4,544.00	4,544.00
3" Meter	9,940.00	9,940.00
4" Meter	17,040.00	17,040.00
6" Meter	38,340.00	38,340.00
8" Meter and Above	based on city review	based on city review

FEES AND CHARGES - PUBLIC WORKS UTILITY OPERATIONS

SERVICE	2026 FEE	2027 FEE
Wastewater Conveyance Capital Charge:		
3/4" Meter	700.00	700.00
1" Meter	1,167.00	1,167.00
1.5" Meter	2,334.00	2,334.00
2" Meter	3,734.00	3,734.00
3" Meter	8,167.00	8,167.00
4" Meter	14,000.00	14,000.00
6" Meter	31,500.00	31,500.00
8" Meter and Above	based on city review	based on city review
Water & Wastewater Combined Capital Charges:		
3/4" Meter	4,637.00	4,637.00
1" Meter	7,729.00	7,729.00
1.5" Meter	15,458.00	15,458.00
2" Meter	24,732.00	24,732.00
3" Meter	54,099.00	54,099.00
4" Meter	92,740.00	92,740.00
6" Meter	208,665.00	208,665.00
8" Meter and Above	based on city review	based on city review

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 OPERATING / BASE INCREASE REQUESTS	Quantity Requests	Requested Amount	Quantity	Approved Amount
General Fund	65.0	\$ 551,926	55.7	\$ 466,734
Administration	4.0	\$ 106,500	4.0	\$ 106,500
Administration	4.0	\$ 106,500	4.0	\$ 106,500
Website and Strategic Planning Software Contract - Envisio	1.0	\$ 28,000	1.0	\$ 28,000
EM Base Budget Adjustment - Budget Increase	1.0	\$ 3,500	1.0	\$ 3,500
Leadership Project	1.0	\$ 25,000	1.0	\$ 25,000
Website and Strategic Planning Software Contract - Website Contract	1.0	\$ 50,000	1.0	\$ 50,000
Attorney	1.0	\$ 6,675	1.0	\$ 6,675
Attorney	1.0	\$ 6,675	1.0	\$ 6,675
Municode - Supplementation, online code hosting	1.0	\$ 6,675	1.0	\$ 6,675
Engineering	1.0	\$ 25,000	1.0	\$ 25,000
Engineering	1.0	\$ 25,000	1.0	\$ 25,000
Computers - Small Equipment	1.0	\$ 25,000	1.0	\$ 25,000
Fire	20.0	\$ 41,172	13.0	\$ 22,672
Fire	20.0	\$ 41,172	13.0	\$ 22,672
Promote 3 Firefighters to Captain - Salary	3.0	\$ 13,500	3.0	\$ 13,500
Promote 3 Firefighters to Captain - Pension	3.0	\$ 1,962	3.0	\$ 1,962
Promote 3 Firefighters to Captain - Disability	3.0	\$ 15	3.0	\$ 15
Promote 3 Firefighters to Captain - Medicare	3.0	\$ 195	3.0	\$ 195
Station 6 Base Increases - Service Contract	1.0	\$ 5,000	0.0	\$ -
Station 6 Base Increases - Rpr/Mtce Equipment	1.0	\$ 1,000	0.0	\$ -
Station 6 Base Increases - Telephone	1.0	\$ 500	0.0	\$ -
Verizon Connect - Cell Phones	1.0	\$ 7,000	1.0	\$ 7,000
Station 6 Base Increases - Office Supplies	1.0	\$ 500	0.0	\$ -
Station 6 Base Increases - Office Small Equipment	1.0	\$ 1,000	0.0	\$ -
Health and Wellness Equipment Replacement - Small Tools/Equipment (Fitness Equip Replacement)	1.0	\$ 8,500	0.0	\$ -
Station 6 Base Increases - Janitorial Supplies	1.0	\$ 2,000	0.0	\$ -
Municipal Court	2.0	\$ 30,000	1.7	\$ 25,000
Municipal Court	2.0	\$ 30,000	1.7	\$ 25,000
Court Base Operations - Court Base Budget Increase - Court Costs	1.0	\$ 15,000	1.0	\$ 15,000
Court Base Operations - Court Base Budget Increase - Office Supplies	1.0	\$ 15,000	0.7	\$ 10,000
Police	5.0	\$ 32,873	5.0	\$ 32,873
Police	5.0	\$ 32,873	5.0	\$ 32,873
Animal Control - R&M Vehicles	1.0	\$ 10,000	1.0	\$ 10,000
Animal Control - Gasoline	1.0	\$ 10,000	1.0	\$ 10,000
Auto CAD Fusion/Lt. Lindelow(IT) - CAD Software	1.0	\$ 668	1.0	\$ 668
Easy Street Licenses (IT) - Easy Street License Renewal (Yearly) 47 licenses	1.0	\$ 2,205	1.0	\$ 2,205
Ammunition/Weapons - Ammunition	1.0	\$ 10,000	1.0	\$ 10,000
Public Health	7.0	\$ 165,427	6.0	\$ 145,735
Public Health	7.0	\$ 165,427	6.0	\$ 145,735
Environmental Health Vehicle Fuel - Budget Increase - Gasoline	1.0	\$ 1,540	1.0	\$ 1,540
Environmental Health Vector Control - Budget Increase - PT Wages	1.0	\$ 9,612	1.0	\$ 9,612
Environmental Health Vector Control - Budget Increase - FICA	1.0	\$ 594	1.0	\$ 594
Environmental Health Vector Control - Budget Increase - Medicare	1.0	\$ 139	1.0	\$ 139
Increase Vaccine Supplies - Children	1.0	\$ 105,000	1.0	\$ 105,000
Increase Computer Small Equipment	1.0	\$ 28,850	1.0	\$ 28,850

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 OPERATING / BASE INCREASE REQUESTS	Quantity Requests	Requested Amount	Quantity	Approved Amount
Increase GF cost share of Full Time Employee	1.0	\$ 19,692	0.0	\$ -
Building Inspections	2.0	\$ 15,000	2.0	\$ 15,000
Building Inspections	2.0	\$ 15,000	2.0	\$ 15,000
Gasoline	1.0	\$ 11,000	1.0	\$ 11,000
Fleet Rental - Rentals - Equipment	1.0	\$ 4,000	1.0	\$ 4,000
IT	23.0	\$ 129,279	22.0	\$ 87,279
IT	23.0	\$ 129,279	22.0	\$ 87,279
Keeper Password Manager	1.0	\$ 42,000	0.0	\$ -
Jot Forms - Annual Subscription	1.0	\$ 9,999	1.0	\$ 9,999
ChatGPT Business	5.0	\$ 1,200	5.0	\$ 1,200
Azure Devops	15.0	\$ 1,080	15.0	\$ 1,080
Multi-Factor Authentication for CJIS compliance - Software	1.0	\$ 75,000	1.0	\$ 75,000
Police Asset Forfeiture	12.0	\$ 480	12.0	\$ 480
Police	12.0	\$ 480	12.0	\$ 480
Police	12.0	\$ 480	12.0	\$ 480
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Verizon Monthly	12.0	\$ 480	12.0	\$ 480
Roads and Streets	31.0	\$ 158,650	30.5	\$ 133,650
Public Works - Service Operations	31.0	\$ 158,650	30.5	\$ 133,650
Roads & Streets	26.0	\$ 145,100	25.5	\$ 120,100
Base Increase - Rpr/Mtce - Equipment	1.0	\$ 50,000	0.5	\$ 25,000
Base Increase - State Fire and Tornado	1.0	\$ 1,000	1.0	\$ 1,000
Cellular Data - Maintenance Equipment	20.0	\$ 9,600	20.0	\$ 9,600
Base Increase - Uniforms	1.0	\$ 8,500	1.0	\$ 8,500
Base Increase - Small Tools/Equipment	1.0	\$ 10,000	1.0	\$ 10,000
Base Increase - Traffic Paint	1.0	\$ 16,000	1.0	\$ 16,000
Base Increase - Salt	1.0	\$ 50,000	1.0	\$ 50,000
Forestry	5.0	\$ 13,550	5.0	\$ 13,550
Base Increase - Uniforms	2.0	\$ 2,300	2.0	\$ 2,300
Base Increase - Membership Dues	1.0	\$ 250	1.0	\$ 250
Base Increase - Software Upgrade/Maintain	1.0	\$ 2,000	1.0	\$ 2,000
Tree Inspection Drill	1.0	\$ 9,000	1.0	\$ 9,000
Street Lights	5.0	\$ 275,720	5.0	\$ 275,720
Public Works - Service Operations	5.0	\$ 275,720	5.0	\$ 275,720
Street Lights & Traffic Signals	5.0	\$ 275,720	5.0	\$ 275,720
Base Increase - Rpr/Mtce - Equipment	1.0	\$ 50,000	1.0	\$ 50,000
Base Increase - Uniforms	1.0	\$ 725	1.0	\$ 725
Base Increase - Software Upgrade/Maintain	1.0	\$ 29,995	1.0	\$ 29,995
Base Increase - Rpr/Mtce - Traffic Signals	1.0	\$ 100,000	1.0	\$ 100,000
Base Increase - Rpr/Mtce - Whiteway	1.0	\$ 95,000	1.0	\$ 95,000
Sales Tax	1.0	\$ 250,000	1.0	\$ 250,000
Sales Tax	1.0	\$ 250,000	1.0	\$ 250,000
Administration	1.0	\$ 250,000	1.0	\$ 250,000
Annual funding for Vision Fund Loans - Vision Fund/Chamber EDC request	1.0	\$ 250,000	1.0	\$ 250,000
LLR	1.0	\$ 200,000	0.5	\$ 100,000

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 OPERATING / BASE INCREASE REQUESTS	Quantity Requests	Requested Amount	Quantity	Approved Amount
Administration	1.0	\$ 200,000	0.5	\$ 100,000
Administration	1.0	\$ 200,000	0.5	\$ 100,000
Bismarck Community Activation Fund	1.0	\$ 200,000	0.5	\$ 100,000
Solid Waste Disposal	5.0	\$ 170,060	4.5	\$ 95,060
Public Works - Service Operations	5.0	\$ 170,060	4.5	\$ 95,060
Solid Waste Disposal	5.0	\$ 170,060	4.5	\$ 95,060
Base Increase - Rpr/Mtce - Equipment	1.0	\$ 150,000	0.5	\$ 75,000
Base Increase - Uniforms	1.0	\$ 3,325	1.0	\$ 3,325
Base Increase - Software Upgrade/Maintain	1.0	\$ 8,185	1.0	\$ 8,185
Base Increase - Contract Labor	1.0	\$ 7,250	1.0	\$ 7,250
Base Increase - Postage	1.0	\$ 1,300	1.0	\$ 1,300
Solid Waste Collections	2.0	\$ 55,525	1.5	\$ 28,025
Public Works - Service Operations	2.0	\$ 55,525	1.5	\$ 28,025
Solid Waste Collections	2.0	\$ 55,525	1.5	\$ 28,025
Base Increase - Rpr/Mtce - Equipment	1.0	\$ 55,000	0.5	\$ 27,500
Base Increase - Uniforms	1.0	\$ 525	1.0	\$ 525
Fleet Services	5.0	\$ 20,825	5.0	\$ 20,825
Public Works - Service Operations	5.0	\$ 20,825	5.0	\$ 20,825
Fleet	5.0	\$ 20,825	5.0	\$ 20,825
Base Increase - Rpr/Mtce - Equipment	1.0	\$ 17,000	1.0	\$ 17,000
Base Increase - Uniforms	1.0	\$ 925	1.0	\$ 925
Base Increase - Membership Dues	1.0	\$ 1,700	1.0	\$ 1,700
Base Increase - Software Upgrade/Maintain	1.0	\$ 400	1.0	\$ 400
Base Increase - Copier/Printer Supplies	1.0	\$ 800	1.0	\$ 800
Building Maintenance	29.0	\$ 91,061	23.0	\$ 70,811
Public Works - Service Operations	29.0	\$ 91,061	23.0	\$ 70,811
Building Maintenance	29.0	\$ 91,061	23.0	\$ 70,811
Base Increase (Operations) - Service Contract	1.0	\$ 450	0.8	\$ 338
Base Increase (Operations) - Janitorial Srvc	1.0	\$ 2,000	0.8	\$ 1,500
Base Increase (Operations) - Rpr/Mtce - Equipt	1.0	\$ 3,000	0.8	\$ 2,250
Base Increase(Operations) - Telephone	1.0	\$ 325	0.8	\$ 244
Base Increase (Operations) - Cell Phones	1.0	\$ 2,500	0.8	\$ 1,875
Base Increase (Operations) - Uniforms	1.0	\$ 3,220	0.8	\$ 2,415
Base Increase (Operations) - Small Tools/Equipt	1.0	\$ 3,289	0.8	\$ 2,467
Base Increase (Operations) - Gasoline	1.0	\$ 2,842	0.8	\$ 2,132
Base Increase (Public Health) - Janitorial Srvc	1.0	\$ 400	0.8	\$ 300
Base Increase (Public Health) - Lawn Care	1.0	\$ 11,000	0.8	\$ 8,250
Base Increase (Public Health) - State Fire/Tornado	1.0	\$ 2,300	1.0	\$ 2,300
Base Increase (Public Health) - Boiler Insurance	1.0	\$ 1,100	1.0	\$ 1,100
Base Increase (Public Health) - Uniforms	1.0	\$ 325	0.8	\$ 244
Base Increase (City/County) - Service Contract	1.0	\$ 900	0.8	\$ 675
Base Increase (City/County) - Facility Srvc Cntrct	1.0	\$ 1,400	0.8	\$ 1,050
Base Increase (City/County) - Snow Removal	1.0	\$ 1,000	0.8	\$ 750
Base Increase (City/County) - State Fire/Tornado	1.0	\$ 3,460	1.0	\$ 3,460
Base Increase (City/County) - Boiler Insurance	1.0	\$ 450	1.0	\$ 450
Base Increase (City/County) - Shop Supplies	1.0	\$ 250	0.8	\$ 188
Base Increase (City/County) - Small Tools/Equipt	1.0	\$ 300	0.8	\$ 225
Base Increase (City/County) - Janitorial Supplies	1.0	\$ 6,000	0.8	\$ 4,500

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 OPERATING / BASE INCREASE REQUESTS	Quantity Requests	Requested Amount	Quantity	Approved Amount
Base Increase (Fire) - Water/Sewer	1.0	\$ 4,500	0.8	\$ 3,375
Base Increase (Fire) - Electricity	1.0	\$ 9,000	0.8	\$ 6,750
Base Increase (Fire) - Natural Gas	1.0	\$ 5,000	0.8	\$ 3,750
Base Increase (Fire) - Rpr/Mtc Equipmnt	1.0	\$ 10,000	0.8	\$ 7,500
Base Increase (Fire) - State Fire & Tornado	1.0	\$ 2,750	1.0	\$ 2,750
Base Increase (PW Campus) - Electricity	1.0	\$ 8,000	0.8	\$ 6,000
Base Increase (PW Campus) - Natural Gas	1.0	\$ 3,200	0.8	\$ 2,400
Base Increase (PW Campus) - Uniforms	1.0	\$ 2,100	0.8	\$ 1,575
CenCom	1.0	\$ 1,275	1.0	\$ 1,275
CenCom	1.0	\$ 1,275	1.0	\$ 1,275
CenCom	1.0	\$ 1,275	1.0	\$ 1,275
DOR Training Software - Vector Solutions Training Software	1.0	\$ 1,275	1.0	\$ 1,275
Grand Total	157.0	\$ 1,775,522	139.7	\$ 1,442,580

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 FTE REQUESTS	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
General Fund	8	\$ 936,384	2	\$ 228,198
Attorney	1	\$ 159,236	0	\$ -
Assistant City Attorney(Grade23S),Salary(\$110,756),Benefits(\$33,638,Pension(14,841)	1	\$ 159,236	0	\$ -
Fire	4	\$ 454,121	1	\$ 121,265
Field Training Firefighter(Grade 19), Salary(\$78,385), Benefits(\$26,883), Pension(\$11,389)	1	\$ 116,658	0	\$ -
Deputy Fire Marshal(Grade 20), Salary(\$82,354), Benefits(\$26,945), Pension(\$11,966)	1	\$ 121,265	1	\$ 121,265
Firefighter(Grade 17), Salary(\$71,013), Benefits(\$26,767), Pension(\$10,318)	2	\$ 216,198	0	\$ -
Police	2	\$ 216,094	0	\$ -
Police Officer(Grade 17), Salary(\$71,013), Benefits(\$26,715), Pension(\$10,318)	2	\$ 216,094	0	\$ -
Public Health	1	\$ 106,933	1	\$ 106,933
Public Health Social Worker(Grade 16S), Salary(\$67,591), Benefits(\$30,284), Pension(\$9,057)	1	\$ 106,933	1	\$ 106,933
Gov't Grants	1	\$ 104,078	1	\$ 104,078
Police	1	\$ 104,078	1	\$ 104,078
Airport Police Officer(Grade 16), Salary(\$67,591), Benefits(\$26,665), Pension(\$9,821)	1	\$ 104,078	1	\$ 104,078
Airport	3	\$ 33,213	3	\$ 33,213
Airport	3	\$ 33,213	3	\$ 33,213
Seasonal PT Snow Equipment Operators, Salary(11,071)	3	\$ 33,213	3	\$ 33,213
Building Maintenance	1	\$ 120,265	1	\$ 120,265
Public Works - Service Operations	1	\$ 120,265	1	\$ 120,265
Master Electrician(Grade 19),Salary(\$78,385), Benefits(\$31,376), Pension(\$10,504)	1	\$ 120,265	1	\$ 120,265
Sanitary Sewer Utility	1	\$ 99,252	1	\$ 99,252
Public Works - Utility Operations	1	\$ 99,252	1	\$ 99,252
Industrial Pretreatment Tech(Grade14),Salary(\$61,234),Benefits(\$29,813),Pension(\$8,205)	1	\$ 99,252	1	\$ 99,252
Grand Total	14	\$ 1,293,192	8	\$ 585,006

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 OPERATING EXPENSES - RECURRING	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
General Fund	99	3,562,157	90.7	3,251,479
Administration	4	70,000	3.7	68,500
Employee Parking Ramp Fees	1	50,000	1	50,000
Human Relations Committee Contribution	1	5,000	0.7	3,500
GO! Bismarck Mandan Local Food Coordinator Contribution	1	10,000	1	10,000
Admin Community Project for the Vulnerable	1	5,000	1	5,000
Engineering	3	80,000	3	80,000
Engineering Consultants	1	50,000	1	50,000
Street Improvement Construction - Contingency	1	15,000	1	15,000
Software Upgrade/Maintain - Project Management Software	1	15,000	1	15,000
Fire	6	377,000	1	310,000
Gear/Uniform for the Replacement Firefighters	4	32,000	0	-
Overtime Hour Reduction	1	310,000	1	310,000
Specialized Fire Equipment Fund - Rentals-Equipment (Use Contingency if needed)	1	35,000	0	-
Human Resources	4	112,720	4	112,720
Knowledge Management Transfer Program	1	25,000	1	25,000
FMLA Administration - 3rd Party	1	27,720	1	27,720
Leadership Development Project	1	50,000	1	50,000
Interpretive Services Cost for City Departments	1	10,000	1	10,000
Municipal Court	1	600,000	1	600,000
Prisoner Care	1	600,000	1	600,000
Police	81	2,322,437	78	2,080,259
Towing	1	60,000	1	60,000
Overtime	1	60,000	1	60,000
Replacement Getac Computers	15	105,000	15	105,000
Replacement Getac Computers - EV	1	7,000	0	-
Equip. for 2 FTEs (Police Officers) - Patrol Vehicles & Vehicle Equip.	1	103,771	0	-
Axon Drone as First Responder - Axon DFR Maintenance and Warranties	1	20,143	1	20,143
Upgrade Taser to full VR Plan/Outpost Cameras - Warranties	1	2,854	1	2,854
Axon Contract 2023-2033	1	784,594	1	784,594
Axon Drone as First Responder - Axon DFR Software	1	13,343	1	13,343
Upgrade Taser to full VR Plan/Outpost Cameras - Software	1	26,347	1	26,347
Upgrade Taser to full VR Plan/Outpost Cameras - Hardware	1	2,062	1	2,062
Axon Drone as First Responder - Axon DFR Hardware	1	105,365	1	105,365
2027 Vehicle Changeover NO EV - Replace Misc Eqpt for Explorers	12	12,408	12	12,408
2027 Vehicle Changeover NO EV - Replace Misc Eqpt for Expedition	1	500	1	500
2027 Vehicle Changeover NO EV - Changeover Eqpt 12 Ford Explorers	12	137,868	12	137,868
2027 Vehicle Changeover NO EV - Changeover Equipment 1 Ford Expedition	1	27,775	1	27,775
2027 Vehicle Changeover NO EV - Replace Aged Patrol Rifles	13	32,500	13	32,500
2027 Vehicle Changeover NO EV - Vehicles (Ford Police Interceptor Explorers)	12	609,600	12	609,600
2027 Vehicle Changeover NO EV - Vehicles (Ford Police Interceptor Expedition)	1	59,200	1	59,200
2027 Vehicle Changeovers WITH EV Blazers - COST DIFFERENCE (multiple line items)	1	131,407	0	-
West Dakota SWAT Annual Budget	1	5,700	1	5,700
Special Ops Annual Budget (MFF & UAS Teams)	1	15,000	1	15,000
Roads and Streets	5	421,366	5	421,366
Public Works - Service Operations	5	421,366	5	421,366

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

Street Tree Pruning Contract	1	143,325	1	143,325
Stump Grinding Contract	1	31,500	1	31,500
Loader Lease (2022) (2 Units) 544P DEERE Credit Leased	1	24,140	1	24,140
Loader Lease (2022) (4 Units) 644P Deere Credit Leased	1	61,692	1	61,692
Sweeper Lease - Elgin Pelican & Regan Air; Lease-Motor Grader	1	160,709	1	160,709
LLR	1	50,000	1	50,000
Administration	1	50,000	1	50,000
4th of July Fireworks & Community Celebration	1	50,000	1	50,000
Solid Waste Disposal	1	201,724	1	201,724
Public Works - Service Operations	1	201,724	1	201,724
Lease - Landfill Scraper	1	201,724	1	201,724
Grand Total	106	4,235,247	97.7	3,924,569

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 ONE-TIME REQUESTS	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
General	388	\$ 2,798,471	292.51	1,775,269
Administration	1	\$ 50,000	0	-
Administration	1	\$ 50,000	0	-
Great Plains Food Bank Request	1	\$ 50,000	0	-
Attorney	1	\$ 1,000	1	1,000
Attorney	1	\$ 1,000	1	1,000
Municode - Republication	1	\$ 1,000	1	1,000
Engineering	4	\$ 112,800	3	105,300
Engineering	4	\$ 112,800	3	105,300
Fleet Replacement Vehicles - Full Size Crew Cab Pickup	1	\$ 54,000	1	54,000
Fleet Replacement Vehicles - SUV	1	\$ 43,800	1	43,800
Fleet Replacement Vehicles - Addt Parts/Access. & Install Labor	2	\$ 15,000	1	7,500
Fire	128	\$ 654,220	40	221,310
Fire	128	\$ 654,220	40	221,310
Replacement Engine - Machinery/Equipment (Fire Engine Equipment)	1	\$ 175,000	1	175,000
Tuition Reimbursement	1	\$ 9,000	1	9,000
DFM - Physical - Fitness for Duty	1	\$ 810	1	810
FTF - Physical - Fitness for Duty	1	\$ 810	0	-
Physical-Fitness for Duty	2	\$ 1,600	0	-
Bismarck FD 150 Year - Hospitality/Entertainment (Promotional Items)	1	\$ 5,000	1	5,000
DFM - Computer Small Equipment	1	\$ 2,400	1	2,400
FTF - Computer Small Equipment	1	\$ 2,400	0	-
DFM - Turnouts and Uniforms	1	\$ 5,600	1	5,600
FTF - Turnouts and Uniforms	1	\$ 5,600	0	-
Turnouts (Helmets)	100	\$ 60,000	25	15,000
Turnouts (Helmets Kits)	6	\$ 3,000	3	1,500
Turnouts and Uniforms	2	\$ 12,000	0	-
Electric Vehicle Firefighting Equipment - Safety Small Equip(Fire Suppression Blanket)	1	\$ 2,000	1	2,000
Electric Vehicle Firefighting Equipment - Safety Small Equip(EV Safety Plug	5	\$ 5,000	5	5,000
Trailer for the 1926 Engine - Machinery/Equipment (Trailer)	1	\$ 12,000	0	-
Vehicle (Replacement Utility/Tow Vehicle)	1	\$ 102,000	0	-
Vehicle (Brush Unit)	1	\$ 250,000	0	-
Human Resources	1	\$ 100,000	0	-
Human Resources	1	\$ 100,000	0	-
Compensation & Classification Study	1	\$ 100,000	0	-
Police	238	\$ 1,068,643	233.51	635,851
Police	238	\$ 1,068,643	233.51	635,851
Axon Week Training Conference - Airfare	1	\$ 3,000	1	3,000
Axon Week Training Conference - Lodging	1	\$ 2,500	1	2,500
Axon Week Training Conference - Per Diem (Meals)	1	\$ 800	1	800
Axon Drone as First Responder - Central Square/Skydio - Get docks online/Interface	1	\$ 10,000	1	10,000
Axon Week Training Conference - Taxi (From Airport to Hotel and Back)	1	\$ 150	1	150
FTO Training Course - 3-Day FTO Update Course	1	\$ 22,290	1	22,290
Axon Week Training Conference - Conference Registration	1	\$ 1,800	1	1,800
Recruitment Advertising	1	\$ 10,000	0	-
Computer Replacement for BPD (IT) - Desktop/Laptop	38	\$ 76,000	38	76,000
Cradlepoints - Cradlepoint 5-Yr NetCloud Mobile Router Plan	43	\$ 63,038	43	63,038
Cradlepoints - AG997 Low Profile Series Mobility	43	\$ 12,255	43	12,255

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 ONE-TIME REQUESTS	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
Cradlepoints - Freight	1	\$ 500	1	500
Cradlepoints - Misc. Installation, Supplies	43	\$ 817	43	817
Cradlepoints - 5% Inflation for 2027 Price Increases	1	\$ 4,332	1	4,332
Equip. for 2 FTEs (Police Officers) - Police Officer Equipment	2	\$ 35,542	0	-
Electrical Charging Box Install for EV Vehicles	1	\$ 32,000	0	-
Animal Control/Concrete Install BPD Kennels - Concrete Work	1	\$ 9,000	1	9,000
Animal Control/Concrete Install BPD Kennels - Kennel Fencing	1	\$ 23,000	1	23,000
West Dakota SWAT Team Command Post Vehicle	1	\$ 725,000	0.51	369,750
Cradlepoints - Service Labor	43	\$ 10,019	43	10,019
Document Scanner Replacement/Records (IT)	9	\$ 3,600	9	3,600
Ballistic Plates & Carriers for Crisis Negotiations, K9 and Unmanned Aircraft Systems Teams - 25 Vest Carriers	1	\$ 8,000	1	8,000
Ballistic Plates & Carriers for Crisis Negotiations, K9 and Unmanned Aircraft Systems Teams - 15 Ballistic Plate Front	1	\$ 7,500	1	7,500
Ballistic Plates & Carriers for Crissi Negotiations, K9 and Unmanned Aircraft Systems Teams - 15 Ballistic Plate Back	1	\$ 7,500	1	7,500
Public Health	4	\$ 8,800	4	8,800
Public Health	4	\$ 8,800	4	8,800
Computer Replacement - Environmental Staff	4	\$ 8,800	4	8,800
Planning	3	\$ 38,200	3	38,200
Planning	3	\$ 38,200	3	38,200
Home Show Booth - Professional Consultants	1	\$ 1,000	1	1,000
Technical Assistance Bank - Professional Consultants	1	\$ 30,000	1	30,000
ATAC Modeling - Travel Demand Model Update	1	\$ 7,200	1	7,200
IT	8	\$ 764,808	8	764,808
IT	8	\$ 764,808	8	764,808
2027 Switch Replacements - Fire	1	\$ 41,610	1	41,610
2027 Switch Replacements - Impound	1	\$ 5,914	1	5,914
2027 Switch Replacements - Swat	1	\$ 5,914	1	5,914
2027 Switch Replacements - Municipal Court	1	\$ 5,914	1	5,914
2027 Switch Replacements - Police Department	1	\$ 25,456	1	25,456
2027 Switch Replacements - Misc. Equip.	1	\$ 5,000	1	5,000
Multi-Factor Authentication for CJIS compliance - Hardware	1	\$ 75,000	1	75,000
TrakIt and Assetworks Replacement	1	\$ 600,000	1	600,000
Police Drug Enforcement	13	\$ 55,400	13	55,400
Police	13	\$ 55,400	13	55,400
Police	13	\$ 55,400	13	55,400
K-9 Replacement - Lodging	1	\$ 5,000	1	5,000
K-9 Replacement - Pier Diem	1	\$ 3,000	1	3,000
K-9 Replacement - Fuel for K9 Selection and Class	1	\$ 5,000	1	5,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - HP Elite Book	2	\$ 4,000	2	4,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Cradlepoint	1	\$ 2,000	1	2,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Zebra Label Printer	1	\$ 1,000	1	1,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Monitor	2	\$ 400	2	400
K-9 Replacement - K9 Equipment	1	\$ 2,000	1	2,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Resurfacing Countertops and Storage Areas	1	\$ 5,000	1	5,000
Refresh Hostage Negotiations Vehicle and Transfer to Investigations - Added Storage and Reconfiguration	1	\$ 10,000	1	10,000
K-9 Replacement - K9 with Course	1	\$ 18,000	1	18,000
Street Lights	8	\$ 10,800	8	10,800
Public Works - Service Operations	8	\$ 10,800	8	10,800

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 ONE-TIME REQUESTS	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
Street Lights & Traffic Signals	8	\$ 10,800	8	10,800
Computer Replacements - BISPWL1276 - Lyle H.	1	\$ 2,000	1	2,000
Computer Replacements - BISPWL1274 - Travis S.	1	\$ 2,000	1	2,000
Computer Replacements - BISPWL1277 - Darin G.	1	\$ 2,000	1	2,000
Computer Replacements - BISPWL1275 - Paul L.	1	\$ 2,000	1	2,000
Ipad Replacements - 350698361348755 - Jonathon K	1	\$ 850	1	850
Ipad Replacements - 350698366310990 - Darin G	1	\$ 650	1	650
Ipad Replacements - 350698367921100 - Matt K	1	\$ 650	1	650
Ipad Replacements - 355994200469935 - Jason W	1	\$ 650	1	650
LLR	1	\$ 100,000	1	100,000
Public Works - Service Operations	1	\$ 100,000	1	100,000
Building Maintenance	1	\$ 100,000	1	100,000
Overhaul Elevator at the Belle Mehus Auditorium	1	\$ 100,000	1	100,000
Water Utility	31	\$ 28,774	31	28,774
Public Works - Service Operations	31	\$ 28,774	31	28,774
Water	31	\$ 28,774	31	28,774
2027 Switch Replacements - HPE 6200F	9	\$ 26,100	9	26,100
2027 Switch Replacements - HPE Central 3 Year License	9	\$ 1,998	9	1,998
2027 Switch Replacements - 10G DAC	13	\$ 676	13	676
Fleet	5	\$ 188,900	4	8,900
Public Works - Service Operations	5	\$ 188,900	4	8,900
Fleet	5	\$ 188,900	4	8,900
Decommission and Remove Exisiting Underground Fuel Tanks	1	\$ 180,000	0	-
Aluminum Spool Gun Welder	1	\$ 2,400	1	2,400
Power Band Saw	1	\$ 4,500	1	4,500
Heavy Duty Jack Stands(2 Sets)	2	\$ 2,000	2	2,000
Solid Waste Disposal	37	\$ 748,274	36	98,274
Public Works - Service Operations	37	\$ 748,274	36	98,274
Solid Waste Disposal	37	\$ 748,274	36	98,274
Computer Replacement - BISPWL1278 - Gale N	1	\$ 2,000	1	2,000
2027 Switch Replacements - HPE 6200F	9	\$ 26,100	9	26,100
2027 Switch Replacements - HPE Central 3 Year License	9	\$ 1,998	9	1,998
2027 Switch Replacements - 10G DAC	13	\$ 676	13	676
Overhead Door Replacement for Baler Building	1	\$ 35,000	1	35,000
Replace Faulty Monitoring Well	1	\$ 15,000	1	15,000
Computer Replacement - BISLFD1254 - Leland M	1	\$ 2,000	1	2,000
Replace Roof on Baler Building	1	\$ 650,000	0	-
Snow Plow for Loader	1	\$ 15,500	1	15,500
Roads and Streets	27	\$ 578,100	27	578,100
Public Works - Service Operations	27	\$ 578,100	27	578,100
Roads & Streets	23	\$ 136,150	23	136,150
Ipads for Maintenance Equipment	20	\$ 10,000	20	10,000
Roads & Streets Shared Ipad	1	\$ 650	1	650
Replace De-Icing Tank	1	\$ 25,000	1	25,000
Crack Sealing Machine	1	\$ 100,500	1	100,500
Forestry	4	\$ 441,950	4	441,950

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 ONE-TIME REQUESTS	Quantity Requested	Requested Amount	Quantity Approve	Approved Amount
Ipad Replacements - 351613962000498 - Cole L	1	\$ 650	1	650
Ipad Replacements - 355254199912027 - Katie N	1	\$ 650	1	650
Ipad Replacements - 350698368894801 - Christy A.D	1	\$ 650	1	650
Log Truck	1	\$ 440,000	1	440,000
Building Maintenance	18	\$ 1,705,000	12	711,000
Public Works - Service Operations	18	\$ 1,705,000	12	711,000
Fire	3	\$ 725,000	1	25,000
Replace Conduit in Burn Building	1	\$ 25,000	1	25,000
Building to house the New Old Fire Truck - Construct Display Bldg	1	\$ 500,000	0	-
Load Center Replacement-Fire Station 2	1	\$ 200,000	0	-
Building Maintenance	10	\$ 411,000	10	411,000
Facility Assessment - Landfill	1	\$ 75,000	1	75,000
Facility Assessment - Public Library	1	\$ 75,000	1	75,000
BISPWD1256- Jim E., Jesse K., Ryan G.	1	\$ 2,000	1	2,000
BISPWL1263 - John V.	1	\$ 2,000	1	2,000
BISPWD1291 - Maintenance (Public Health)	1	\$ 2,000	1	2,000
Tools for Randy Messer & Anthony Swearington	1	\$ 4,500	1	4,500
10' Snow Plow for Bobcat	1	\$ 10,500	1	10,500
Facility Assessment - Public Health	1	\$ 40,000	1	40,000
Facility Assessment - Fire Stations	1	\$ 100,000	1	100,000
Facility Assessment - Public Works Campus	1	\$ 100,000	1	100,000
Fire Station 1	3	\$ 400,000	1	275,000
Parking Lot - Slurry Seal	1	\$ 25,000	0	-
Replace Driveway Concrete at Fire Station 1	1	\$ 275,000	1	275,000
Remove Radio Tower at Fire Station 1	1	\$ 100,000	0	-
Fire Station 5	1	\$ 20,000	0	-
Station 5 Apparatus Bay Access Improvement - Remove Concrte Wall	1	\$ 20,000	0	-
Fire Station 2	1	\$ 149,000	0	-
Station 2 Generator Replacement (Additional Funds Needed)	1	\$ 149,000	0	-
CenCom	1	\$ 800	1	800
CenCom	1	\$ 800	1	800
CenCom	1	\$ 800	1	800
DOR Training Software - Vector Solutions Implementation	1	\$ 800	1	800
Sanitary Sewer Utility	1	\$ 7,299	1	7,299
IT	1	\$ 7,299	1	7,299
IT	1	\$ 7,299	1	7,299
2027 Switch Replacements - Waste Water	1	\$ 7,299	1	7,299
Grand Total	530	\$ 6,221,818	426.51	3,374,616

CITY OF BISMARCK, ND
2027 Budget
Priority Initiatives

2027 EQUIPMENT RESERVE USES	Quantity 1	Requested	Quantity 2	Sum of Approved Amount
General Fund	29	2,197,749	28	2,147,749
Administration	2	65,000	1	15,000
EOC Furniture - EOC Equipment/Furniture	1	50,000		-
Strategic Plan Assets	1	15,000	1	15,000
Finance	3	20,000	3	20,000
Fiscal Services Laptop Replacement (2)	2	5,000	2	5,000
Finance Director Office (Desk, Credenza, Chair, Etc)	1	15,000	1	15,000
Fire	1	1,300,000	1	1,300,000
Replacement Engine - Vehicles (Fire Engine)	1	1,300,000	1	1,300,000
Municipal Court	15	34,750	15	34,750
Chairs - Judge Chair	1	1,500	1	1,500
Chairs - Office Chairs	7	7,000	7	7,000
Sit/Stand Desk	7	26,250	7	26,250
Attorney	2	3,800	2	3,800
Computers - HP EliteBook 8 (16-inch) - Julie Mees	1	2,000	1	2,000
Computers - HP EliteBook 8 (14-inch) - Kayla Renz	1	1,800	1	1,800
Public Works - Service Operations	1	21,500	1	21,500
Lawn Mower for PW and PH	1	21,500	1	21,500
IT	5	752,699	5	752,699
City DataCenter Hardware Refresh - Server Hardware	3	354,615	3	354,615
City DataCenter Hardware Refresh - SAN (Data Storage) Hardware	1	384,609	1	384,609
City DataCenter Hardware Refresh - Professional Services	1	13,475	1	13,475
Grand Total	29	2,197,749	28	2,147,749

CITY OF BISMARCK, ND
2027 Budget
Capital Projects

2027 CIP Projects	Cost	Enterprise	LLR	Bldg Const Reserve	1% Sales Tax	0.5% Road Sales Tax	0.3% ST PubSafety	Special Assessments (SA)	Other Sources	Federal Grant	State Grant
General	98,300,729			700,000			14,000,000		83,600,729		
Fire	700,000			700,000							
Fire Station 6	700,000			700,000							
Police	97,600,729						14,000,000		83,600,729		
New Police Station	97,600,729						14,000,000		83,600,729		
Building Construction	-										
City Hall Renovation	-										
Special Revenue	40,228,000				6,847,000	13,255,000		13,055,000	2,011,000	4,967,000	93,000
Streets & Highways	40,228,000				6,847,000	13,255,000		13,055,000	2,011,000	4,967,000	93,000
Asphalt Street Resurfacing and Reconstruction	14,207,000				3,270,000			8,956,000	1,981,000		
Low Cost Improvement Projects	43,000				43,000						
Roadway Lighting	472,000							472,000			
Crack Sealing	220,000				220,000						
Pavement Marking Maintenance	275,000				275,000						
2027 Half Cent Sales Tax Project	12,155,000					12,155,000					
Construction of Sidewalks, Curb & Gutter and Driveway	1,888,000				69,000			1,819,000			
Commission Special Roads Projects	55,000				55,000						
NDDOT Microsurfacing	110,000				11,000					99,000	
NDDOT - Memorial Bridge Preservation Project	220,000				11,000					209,000	
NDDOT Microsurfacing - 7th St and 9th St	110,000				11,000					99,000	
2028 Half Cent Sales Tax Project	1,100,000					1,100,000					
Washington St and Bowen Ave Safety Improvements	154,000				28,000					126,000	
Intersection Control Signing	110,000				110,000						
Asphalt Street Preventative Maintenance(Scrub Seal)	2,103,000				443,000			1,630,000	30,000		
Concrete Pavement Repair - Special Assessed	233,000				55,000			178,000			
Concrete Pavement Repair - Sales Tax Only	440,000				440,000						
NDDOT CPR - 7th St, 9th St and State St	3,839,000				746,000					3,093,000	
Main Avenue/S 12th St Signal Replacement Pavement	660,000				660,000						
NDDOT - Bismarck Expy and Main Ave Turn Lanes	934,000									841,000	93,000
Sunrise Trail	500,000								500,000		
Yegen Rd/Lincoln Rd Roundabout	400,000				400,000						
Street Lights & Traffic Signals	1,590,000	1,590,000									
Street Lights & Traffic Signals	1,590,000	1,590,000									
Traffic Signal Cabinet Upgrade Project	150,000	150,000									
Traffic Signal Camera Replacement	115,000	115,000									
Traffic Signal Fiber Upgrade	230,000	230,000									
Whiteway Feed Point Replacement	255,000	255,000									
Whiteway Conductor Replacement Projects	250,000	250,000									
Traffic Signal Intersection Pole Replacement Project	590,000	590,000									
Airport	66,476,629	66,476,629									
Airport	66,476,629	66,476,629									
Expand Commercial Terminal Building Phase 1	66,476,629	66,476,629									
Event Center	6,350,000		6,350,000								
Event Center	6,350,000		6,350,000								
Arena HVAC Replacement	6,350,000		6,350,000								
Water	19,665,000	19,665,000									
Water Distribution	5,665,000	5,665,000									
Valve & Hydrant Replacement	165,000	165,000									
Watermain Upsizing	550,000	550,000									
Watermain Extensions	550,000	550,000									
Expressway Water Main Replacement/CIPP	4,400,000	4,400,000									
Water Treatment Plant	14,000,000	14,000,000									
Water Treatment Plant Expansion and Improvements Phase I	14,000,000	14,000,000									
Storm Water	65,000,000	65,000,000									
Storm Water	65,000,000	65,000,000									
South Bismarck Flood Protection	65,000,000	65,000,000									
Sanitary Sewer	17,835,000	17,835,000									
PW Utilities San. Sewer	5,150,000	5,150,000									
Haycreek Interceptor	4,300,000	4,300,000									
Sanitary Sewer SCADA Phase 4	250,000	250,000									
Washington LS Pump Replacement	600,000	600,000									
PWU WWTP	12,685,000	12,685,000									
FEQ/Primary Clarifier Rehabilitation	12,185,000	12,185,000									
Digester Rehabilitation	500,000	500,000									
	315,445,358	170,566,629	6,350,000	700,000	6,847,000	13,255,000	14,000,000	13,055,000	85,611,729	4,967,000	93,000



Finance Department

DATE: August 25, 2026

FROM: Ryan Skor, Finance Director

ITEM: Resolution Directing Special Assessments to be Levied

REQUEST:

Resolution directing special assessments to be levied.

BACKGROUND INFORMATION:

The assessment lists will be published in the Bismarck Tribune as required. Approval of this resolution allows the Special Assessment Commission to meet September 10, 2026, to hear objections to these assessments and confirm the assessment lists for these districts.

	<u>Total Assessment</u>
Sewer Improvement District No. 582	\$4,710,385.35
Street Improvement District No. 581	\$1,711,112.30
Street Improvement District No. 585	\$3,957,167.11
Street Improvement District No. 587	\$603,938.47
Street Improvement District No. 588	\$850,695.98
Street Improvement District No. 589	\$635,048.61
Street Improvement District No. 599	\$186,599.56

Following the action of the Special Assessment Committee, the assessment list will be brought before the City Commission for the final public hearing and confirmation.

RECOMMENDED CITY COMMISSION ACTION:

Approve resolution to direct special assessments to be levied.

STAFF CONTACT INFORMATION:

Ryan Skor, Finance Director, 701-355-1601, rskor@bismarcknd.gov

ATTACHMENTS:

None



Finance Department

DATE: August 25, 2026

FROM: Ryan Skor, Finance Director

ITEM: Applications for Abatement

REQUEST:

Application for abatement.

BACKGROUND INFORMATION:

The property owner has met all requirements set forth in North Dakota Century Code (NDCC) to apply for the disabled veteran credit property value reduction.

Application for Abatement for 2024 and 2025

Property Owner - Kevin & Alisa Hessinger

Property Address - 3231 Baltus Drive

RECOMMENDED CITY COMMISSION ACTION:

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

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Abatements

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District # 1
County of Burleigh Property I.D. No. 1390-004-025
Name HESSINGER, KEVIN & ALISA Telephone No. _____
Address 3231 BALTUS DR, BISMARCK, ND 58501-7712

Legal description of the property involved in this application:

SLEEPY HOLLOW HEIGHTS 1ST BLOCK: 4 LOT 6

Total true and full value of the property described above for the year 2024 is:

Land \$ 74,000
Improvements \$ 311,200
Total \$ 385,200
(1)

Total true and full value of the property described above for the year 2024 should be:

Land \$ 74,000
Improvements \$ 311,200
Total Adj. \$ 277,200
(2)

The difference of \$ 108,000 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☒ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or **Disabled Veterans Credit (N.D.C.C. § 57-02-08.8)**. Attach a copy of the application.
- ☐ 10. Other (explain) (60% Dis.)

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
_____ Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that the application be approved as presented.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

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

Kevin & Alisa Hessinger

County Auditor's File No.

26-333

Date Application Was Filed
With The County Auditor

8-6-2026

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

Mark Spornowski
(must be within five business days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota

Assessment District #1

County of Burleigh

Property I.D. No. 1390-004-025

Name HESSINGER, KEVIN & ALISA

Telephone No. _____

Address 3231 BALTUS DR. BISMARCK, ND 58501-7712

Legal description of the property involved in this application:

SLEEPY HOLLOW HEIGHTS 1ST BLOCK: 4 LOT 6

Total true and full value of the property described above for the year 2025 is:

Land \$ 80,000
Improvements \$ 319,100
Total \$ 399,100
(1)

Total true and full value of the property described above for the year 2025 should be:

Land \$ 80,000
Improvements \$ 319,100
Total Adj \$ 259,100
(2)

The difference of \$ 140,000 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☒ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) (70% DIS)

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that the application be approved as presented.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____

Date _____

Kevin Z. [Signature]
Signature of Applicant

06 AUG 26
Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____, _____

County Auditor

Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant

*Kevin Alisa
Hesslager*

County Auditor's File No.

26-334

Date Application Was Filed
With The County Auditor

8-6-2026

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

Mark Spornowski
(must be within five business days of filing date)

JB



Legal Department

DATE: August 25, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6680

REQUEST:

Introduction of and call for a public hearing on Ordinance 6680 to Amend Section 12-09-41 and Chapters 12-11 and 12-12 of the Code of Ordinances of the City of Bismarck relating to Motorized Scooters, Regulations for Motorcycles and Regulations for Bicycles.

BACKGROUND INFORMATION:

Over the past several months, the Police Department has received dozens of complaints regarding the use of electric bicycles (e-bikes), motorized scooters, and motorized bicycles. Although the Police Department initiated an educational campaign to address these concerns, complaints have continued. The proposed ordinance changes would establish regulations governing the age of operators of e-bikes, motorized scooters, and motorized bicycles and requirements for operating them. The proposed ordinances are intended to promote the safety of the operators, vehicle drivers, and pedestrians.

RECOMMENDED CITY COMMISSION ACTION:

Approval of the introduction of and call for a public hearing on Ordinance 6680.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Ord 6680 - Title 12

**CITY OF BISMARCK
ORDINANCE NO.6680**

First Reading
Second Reading
Final Passage and Adoption
Publication Date

AN ORDINANCE TO AMEND SECTIONS 12-09-41, 12-11-01, 12-11-02, 12-11-03, 12-11-04, 12-11-06, 12-12-01, 12-12-02, 12-12-03, 12-12-04, 12-12-05, 12-12-06, 12-12-07, 12-12-08, 12-12-09, 12-12-12, 12-12-13 OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 Rev.), AS AMENDED, RELATING TO MOTORIZED SCOOTERS, TRAFFIC LAWS APPLY TO PERSONS OPERATING MOTORCYCLES OR MOTORIZED BICYCLES, RIDING ON MOTORCYCLES, OPERATING MOTORCYCLES ON ROADWAYS LANED FOR TRAFFIC, CLINGING TO OTHER VEHICLES, EQUIPMENT FOR MOTORCYCLE RIDERS, EFFECT OF REGULATIONS, TRAFFIC ORDINANCES APPLY TO PERSONS RIDING BICYCLES AND ELECTRIC BICYCLES, RIDING ON SIDEWALKS, RIDING ON ROADWAYS AND BICYCLE LANES, CLINGING TO VEHICLES, CARRYING ARTICLES, LAMPS AND OTHER EQUIPMENT ON BICYCLES, RIDING ON BICYCLES AND ELECTRIC BICYCLES, MOTOR VEHICLE DRIVING IN BIKE LANE PROHIBITED, BICYCLE DIRECTION OF TRAVEL, BICYCLE TRAFFIC FLOW; PENALTY

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

Section 1. Amend. Section 12-09-41 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Motorized Scooters, is hereby amended to read as follows:

12-09-41. Motorized Scooters.

* * * * *

1. A person may operate a motorized scooter on the public sidewalks and streets within the City of Bismarck, subject to the following conditions:

* * * * *

b. An operator of a motorized scooter must be at least 12 fourteen (14) years of age.

c. An operator of a motorized scooter under eighteen (18) 48 years of age shall wear a an appropriate helmet.

* * * * *

f. Operators of motorized scooters shall in all situations yield the right-of-way to pedestrians. Operators of motorized scooters approaching a sidewalk, bicycle path, bicycle lane, or multi-use path in order to cross such, shall yield the right of way to all other users.

g. A motorized scooter shall not exceed a maximum speed of 20 fifteen (15) miles per hour.

h. All gas-powered motorized scooters shall be equipped with factory-supplied OEM stock mufflers and exhaust systems and braking systems. No person shall operate a motorized scooter that has been structurally altered from the original manufacturer's design.

* * * * *

i. A person shall not operate a motorized scooter in any City parking structure.

m. A person shall not operate a motorized scooter upon private property as a means of travelling between public streets or rights-of-way or for the purpose of bypassing a traffic control device or avoiding a lawful route of travel, without the consent of the property owner.

n. A person operating a motorized scooter shall yield the right of way to all vehicles and pedestrians when crossing a roadway, except when crossing at a controlled intersection with a protected walk signal.

~~l.o.~~ Operators of motorized scooters shall park scooters upright outside of the pedestrian pathway of sidewalks or in such a manner so as not to interfere with the reasonable use or access to or from any building.

2. It is a violation for any person to do any act forbidden or fail to perform any act required in this section. The parent of any child and the guardian of any ward may not authorize or knowingly permit any such child or ward to violate any provision of subsection 1. Any person who violates any provision of subsection 1 of this section shall be assessed a fee of fifty (50) dollars.

* * * * *

(Ord. 5091, 01-09-01; Ord. 5416, 05-24-05; Ord. 5659, 05-13-08; Ord. 6459, 05-03-21, Ord. 6546, 04-03-23)

Section 2. Amend. Section 12-11-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Traffic Laws Apply to Persons Operating Motorcycles or Motorized Bicycles, is hereby amended to read as follows:

12-11-01. Traffic Laws Apply to Persons Operating Motorcycles or Motorized Bicycles. Every person operating a motorcycle or motorized bicycle is granted all of the rights and is subject to all of the duties applicable to the driver of any other vehicle under this title, except as to special regulations in this chapter and except as to those provisions of this title which by their nature can have no application. For the purposes of this chapter, the term "motorcycle" means motorcycles and motorized bicycles; unless a specific provision distinguishes or separately applies to motorized bicycles. The term "motorized bicycle" does not include an electric bicycle. The parent of any child and the guardian of any ward may not authorize or knowingly permit any such child or ward to violate any provision of Chapter 12-11.

Reference: NDCC 39-10.2-01 (1985 Supp.)

Section 3. Amend. Section 12-11-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Riding on Motorcycles; penalty is hereby amended to read as follows:

12-11-02. Riding on Motorcycles and Motorized Bicycles.

1. A person operating a motorcycle shall ride only upon the permanent and regular seat attached thereto, and may not carry any other person, nor may any other person ride on a motorcycle unless such motorcycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons, or upon another seat firmly attached to the motorcycle at the rear or side of the operator. No passenger is permitted on a motorized bicycle.

* * * * *

5. No person under fourteen (14) years of age may operate a motorized bicycle. The parent of any child and the guardian of any ward may not authorize or knowingly permit any such child or ward to violate any of the provisions of this section. A person who violates any provision of 12-11-02 shall be assessed a fee of fifty (50) dollars.

Reference: NDCC 39-10.2-02 (1980)

Section 4. Amend. Section 12-11-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Operating Motorcycles on Roadways Laned for Traffic; penalty is hereby amended to read as follows:

12-11-03. Operating Motorcycles on Roadways Laned for Traffic.

1. All motorcycles are entitled to a the full use of a lane and no motor vehicle shall be driven in such a manner as to deprive any motorcycle of the full use of a lane. This subsection does not apply to motorized bicycles and This subsection does not apply to the operation of motorcycles two abreast in a single lane as authorized prohibited in subsection 4.

* * * * *

6. A person operating a motorized bicycle shall yield the right of way to all vehicles and pedestrians when crossing a roadway, except when crossing at a controlled intersection with a protected walk signal.

7. A person who violates any provision 12-11-03 shall be assessed a fee of fifty (50) dollars.

* * * * *

Reference: NDCC 39-10.2-03 (1980)

Section 5. Amend. Section 12-11-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Clinging to Other Vehicles; penalty is hereby amended to read as follows:

12-11-04. Clinging to Other Vehicles. A person riding upon a motorcycle or motorized bicycle may not attach himself or herself or the motorcycle or motorized bicycle to any other vehicle on a roadway. A person who violates this provision shall be assessed a fee of fifty (50) dollars.

Reference: NDCC 39-10.2-04 (1980)

Section 6. Amend. Section 12-11-06 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Equipment for Motorcycle Riders; penalty is hereby amended to read as follows:

12-11-06. Equipment for Motorcycle Riders.

1. A person under ~~the age of eighteen years~~ eighteen (18) years of age may not operate or ride upon a motorcycle unless protective headgear, which complies with standards established by the motor vehicle department, is worn on the head of the operator and rider, except when participating in a lawful parade. If the operator of a motorcycle is required to wear protective headgear, any

passenger must also wear protective headgear regardless of the age of the passenger. A person who violates this provision shall be assessed a fee of fifty (50) dollars.

* * * * *

Reference: NDCC 39-10.2-06 (1985 Supp.)

Section 7. Amend. Section 12-12-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Effect of Regulations; penalty is hereby amended to read as follows:

12-12-01. Effect of Regulations~~Applicability and Enforcement.~~

* * * * *

3. These regulations applicable to bicycles apply whenever a bicycle or an electric bicycle as defined in this Chapter and in N.D.C.C. Ch. 39-10.1 and 39-01-01 (19) is operated upon any highway or street or upon any path set aside for the exclusive use of bicycles subject to those exceptions stated in this chapter.

4. "Bicycle" means every device propelled solely by human power upon which any person may ride, having two tandem wheels or two parallel wheels and one forward or rearward wheel. The term includes an electric bicycle and a multipassenger bicycle.

5. "Electric bicycle" means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of seven hundred fifty or fewer watts which meets the requirements of one of the following three classes:

a. A class 1 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles [32 kilometers] per hour is achieved.

b. A class 2 electric bicycle if the motor is capable of propelling the bicycle without the individual pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles [32 kilometers] per hour is achieved.

c. A class 3 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty-eight (28) miles [45 kilometers] per hour is achieved.

6. No person under ten (10) years of age may operate a class 1 electric bicycle. No person under fourteen (14) years of age may operate a class 2 electric bicycle or class 3 electric bicycle.

7. An operator of an electric bicycle under eighteen (18) years of age shall wear an appropriate helmet.

Reference: NDCC 39-10.1-01

(Ord. 6472, 08-14-21)

Section 8. Amend. Section 12-12-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Traffic Ordinances Apply to Persons Riding Bicycles and Electric Bicycles, is hereby amended to read as follows:

12-12-02. Traffic Ordinances Apply to Persons Riding Bicycles and Electric Bicycles. Every person riding a bicycle or electric bicycle upon a roadway is granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle, except as to special regulations in this chapter and except as to those provisions of this title which by their nature can have no application.

Reference: NDCC 39-10.1-02 (1980)

Section 9. Amend. Section 12-12-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Riding on Sidewalks; penalty is hereby amended to read as follows:

12-12-03. Riding on Sidewalks.

1. A person may not ride a bicycle or electric bicycle upon a sidewalk within a business district, except where the sidewalk is a designated bicycle route. A person may not ride a bicycle, electric bicycle, skateboard or roller blade on any public or private property signed to prohibit those activities.

2. A person may not ride a skateboard or roller blade in any City parking structure.

2.3. Whenever any person is riding a bicycle, or electric bicycle, skate boarding or roller blading upon a sidewalk, such person shall yield the right-of-way to any pedestrian

4. Whenever any person is riding a bicycle or electric bicycle, skate boarding, or roller blading upon a sidewalk, such person shall not exceed 15 miles per hour.

5. A person who violates any provision of 12-12-03 shall be assessed a fee of fifty (50) dollars.

Reference: City Ords. 1973 Sec. 35-308

(Ord. 4761, 05-28-96)

Section 10. Amend. Section 12-12-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Riding on Roadways and Bicycle Lanes; penalty is hereby amended to read as follows:

12-12-04. Riding on Roadways and Bicycle Lanes.

1. Every person operating a bicycle or electric bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, except when turning left, exercising due care when passing a standing vehicle or one proceeding in the same direction.

2. Persons ~~riding~~ operating bicycles and/or electric bicycles upon a roadway must ride single file on lanes or parts of roadways set aside for the exclusive use of bicycles except while passing another cyclist.

3. A person operating a bicycle or electric bicycle approaching a sidewalk, bicycle path, bicycle lane, or multi-use path in order to cross such, shall yield the right of way to all other users.

4. A person operating a bicycle or electric bicycle shall yield the right of way to all vehicles and pedestrians when crossing a roadway, except when crossing at a controlled intersection with a protected walk signal.

5. A person who violates any provision of 12-12-04 shall be assessed a fee of fifty (50) dollars.

*Reference: NDCC 39-10.1-05 (1980)
(Ord. 5873, 04-10-12)*

Section 11. Amend. Section 12-12-05 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Clinging to Vehicles; penalty is hereby amended to read as follows:

12-12-05. Clinging to Vehicles. A person riding upon any bicycle, electric bicycle, coaster, roller skate, skateboard, rollerblades, sled, or toy vehicle may not attach the same or himself or herself to any vehicle upon a roadway, except a sled being pulled by a snowmobile. A person who violates this provision shall be assessed a fee of fifty (50) dollars.

*Reference: NDCC 39-10.1-04 (1980)
(Ord. 4874, 10-14-97)*

Section 12. Amend. Section 12-12-06 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Carrying Articles; penalty is hereby amended to read as follows:

12-12-06. Carrying Articles. A person operating a bicycle or electric bicycle may not carry any package, bundle, or article which prevents the driver from keeping at least

one hand upon the handlebars. A person who violates this provision shall be assessed a fee of fifty (50) dollars.

Reference: NDCC 39-10.1-06 (1980)

Section 13. Amend. Section 12-12-07 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Lamps and Other Equipment on Bicycles; penalty is hereby amended to read as follows:

12-12-07. Lamps and Other Equipment on Bicycles. Every bicycle and electric bicycle when in use at nighttime during the hours between a half hour after sunset and a half hour before sunrise must be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet to the front and with a red reflector on the rear of a type approved by the motor vehicle department. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector. No person shall operate an electric bicycle that has been structurally altered from the original manufacturer's design. A person who violates this provision shall be assessed a fee of fifty (50) dollars.

Reference: NDCC 39-10.1-07 (1980)

Section 14. Amend. Section 12-12-08 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Riding on Bicycles and Electric Bicycles; penalty is hereby amended to read as follows:

12-12-08. Riding on Bicycles and Electric Bicycles.

1. A person propelling a bicycle or electric bicycle may not ride other than upon or astride a permanent and regular seat attached thereto.

2. A bicycle or electric bicycle may not be used to carry more persons at one time than the number for which it is designed and equipped.

3. A person who violates any provision of 12-12-08 shall be assessed a fee of fifty (50) dollars.

Reference: NDCC 39-10.1-03 (1980)

Section 15. Amend. Section 12-12-09 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Motor Vehicle Driving in Bike Lane Prohibited, is hereby amended to read as follows:

12-12-09. Motor Vehicle Driving in Bike Lane Prohibited. A person may not drive a motor vehicle in a bicycle lane established on a roadway except to park where parking is permitted, to enter or leave the roadway, or to prepare for a turn within a distance of ~~400~~ one hundred (100) feet from an intersection except to avoid an obstacle, debris, potholes, or other unsafe conditions on the roadway.

(Ord. 4954, 11-10-98; Ord. 5873, 04-10-12)

Section 16. Amend. Section 12-12-12 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Bicycle Direction of Travel; penalty is hereby amended to read as follows:

12-12-12. Bicycle Direction of Travel. No person shall operate a bicycle or electric bicycle on a roadway against the flow of traffic. A person who violates this provision shall be assessed a fee of fifty (50) dollars.
(Ord. 5873, 04-10-12)

Section 17. Amend. Section 12-12-13 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Bicycle Traffic Flow; penalty is hereby amended to read as follows:

12-12-13. Bicycle Traffic Flow. The operator of a bicycle or electric bicycle traveling on a roadway at a rate of speed which delays a motor vehicle or motor vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following motor vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the ~~bicyclist~~ operator is within fifty (50) feet ~~(50')~~ of an intersection, the operator shall not be required to move to the right or left until the operator has moved through the intersection.
(Ord. 5873, 04-10-12)

Section 18. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent remaining portions of this ordinance.

Section 19. Effective Date. This ordinance shall take effect after final passage, adoption and publication.

7/31/2026

City of Bismarck (Police Dept)
Jason Stugelmeyer, Police Chief
700 S 9th St
Bismarck, ND 58504

Dear Jason Stugelmeyer:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$158,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDes Grants System (<https://grants.des.nd.gov>) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR - DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR - DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR - DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDDES to show compliance. This information can be found at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at [State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota](#). Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

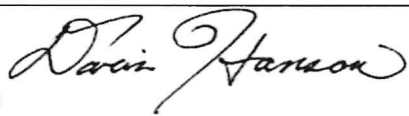
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Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER



NOTICE OF GRANT AWARD

Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDes: 4362750	
Federal Award Identification Number: EMW-2025-SS-05047		Federal Award Date: September 26, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Bismarck (Police Dept) 700 S 9th St Bismarck, ND 58504		Subrecipient Authorized Contact Name: Noah Lindelow Telephone: 701-223-1212 Email: nlindelow@bismarcknd.gov	
Subrecipient UEI: W61NVHVTGVA5	Subrecipient Grant Number: 9	County/Tribe: Burleigh	
Period of Performance/Budget Period:	Start Date: 7/31/2026	End Date: 8/31/2028	
Total Federal Funds Obligated: \$158,000.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$158,000.00	
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
 Signature	 Date	 Signature	 Date
Name and Title of Authorized Representative Jason Stugelmeyer Police Chief		Name and Title of Authorized Representative Darin Hanson Director, HSEM	



SPECIAL CONDITIONS State Homeland Security Grant Program (SHSP)

NDDes Terms and Conditions

1. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

2. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDes. NDDes will forward the request to FEMA for review.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

4. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance

The Notice of Grant Award and these Special Conditions and the Federal Agreement Articles constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipient is certifying acceptance of the terms and conditions of the award.

Federal Program Specific Terms and Conditions

Article 48 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the



applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its applicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds



or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Summary of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 HSGP Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 OPSG Program Performance Goals

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed



the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 Operation Stonegarden Program Hold
Not applicable.

Article 59 Non-Applicability of Specific Agreement Articles
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 State Homeland Security Program: Compliance with Federal Immigration Law *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*

The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information



sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.



- Article 63 State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction**
Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective.
- Article 64 Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles**
The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.
- Article 65 Period of Performance and Budget Period**
See your award document.
- Article 66 This article has been removed**
- Article 67 Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)**
Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.



DHS Standard Terms and Conditions
(Start of Next Page)



Police Department

DATE: August 25, 2026

FROM: Jason Stugelmeyer, Police Chief

ITEM: Autonomous Technology Grant

REQUEST:

Autonomous Technology Grant from the State of North Dakota.

BACKGROUND INFORMATION:

During the last legislative session, the state legislature approved funds to support autonomous technology. We applied for drone technology and received \$21,378.20 to purchase a Skydio R10 drone package. We have this technology currently, so this drone would be used to supplement our drone program. No matching funds are required.

RECOMMENDED CITY COMMISSION ACTION:

Recommend the commission to approve the grant in the amount of \$21,378.20.

STAFF CONTACT INFORMATION:

Jason Stugelmeyer, Police Chief, 701-355-1862, jstugelmeyer@bismarcknd.gov

ATTACHMENTS:

1. Autonomous Technology Award Packet - Bismarck
2. W9 - City of Bismarck - 1.2.26



Drew H. Wrigley
Attorney General

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
www.attorneygeneral.nd.gov
(701) 328-2210

August 7, 2026

Jason Stugelmeyer
Bismarck Police Department
700 S 9th St
Bismarck, ND 58504

Dear Jason Stugelmeyer,

The Autonomous Technology Grant Committee has completed its review of all applications and finalized its funding recommendations. We are pleased to inform you that your application has been approved in the amount of \$21,378.20 for the purchase of Skydio R10 Team Kit, Skydio R10 Plan, and Skydio Connect 5G Data Plan.

Please sign the attached award documents along with the W-9 form and email the completed materials to khuizenga@nd.gov.

Once your signed award documents have been submitted, you may proceed with the purchase of the drone in accordance with your organization's procurement policies.

After the purchase is complete, please email all invoices and/or financial documentation required for reimbursement to khuizenga@nd.gov. Ensure that all expenses submitted for reimbursement are aligned with the items approved in your original application.

If you have any questions, please contact Casey Miller at 701-328-9827 or cajmill@nd.gov.

Sincerely,

Katie Huizenga

Katie Huizenga
ND Attorney General
Grant Administrator
701-328-4497
khuizenga@nd.gov

Casey Miller

Casey Miller
ND Bureau of Criminal Investigation
Chief Agent
701-328-9827
cajmill@nd.gov



GRANT AWARD AND ACCEPTANCE

Autonomous Technology State Grant
Office of Attorney General

Subrecipient Bismarck Police Department		Grant # AT100	
Implementing Agency		Make Check Payable To Bismarck Police Department	
Contact Name Jason Stugelmeyer	Title Chief	Email jstugelmeyer@bismarcknd.gov	Phone 701-223-1212
Project Director Noah Lindelow	Title Lieutenant	Email nlidelow@bismarcknd.gov	Phone 701-355-1903
Awarding Agency North Dakota Office of Attorney General			
Project Description Autonomous Technology State Grant			
Total Award \$250,000	Project Period 06/01/2026-06/30/2027		

ITEM	PROJECT COST	SOURCE OF FUNDS		
Equipment	\$21,378.20	STATE	\$21,378.20	
TOTAL	\$21,378.20	TOTAL	\$21,378.20	

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until June 1, 2026.

Date Awarded	Signature of Attorney General or Designee <i>Rachel Kmetz</i>	Printed Name and Title Rachel Kmetz, Director of Finance
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ACCEPTANCE

The subrecipient and project director accept this grant and promise to comply with all conditions and terms that apply to it. The contact name and project director agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Contact Name	Name and Title (printed)
Date Accepted	Signature of Project Director	Name and Title (printed)



NON-SUPPLANTING CERTIFICATION
Autonomous Technology State Grant
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Contact Name	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



CERTIFIED CONDITIONS

Autonomous Technology State Grant
Office of Attorney General
07/2026

INTRODUCTION

Eligible Applicants

Individuals or entities capable of providing or operating autonomous technology that supports BCI's law enforcement efforts.

Subgrantee

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

Project Director

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General.

PROJECT COMMENCEMENT

Project period: June 1, 2026 – June 30, 2027

Failure to Commence Project

If a project has not commenced operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operation within 90 days of the beginning project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the Office of Attorney General (OAG) determines that the delay is not desirable, the project will be canceled.

COOPERATION

Subgrantee and project director agree to work with local, state, and federal criminal justice agencies in the performance of the project.

THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee and project director for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and project director retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

WRITTEN APPROVAL REQUIRED FOR CHANGES

Subgrantee and project director must obtain prior written authorization from the OAG for major project changes including:

- Changes in the project director or key professional personnel identified in the approved application.

Grant extensions

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. To receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

FINAL REPORT

Subgrantees must submit a final report to the OAG. The final report has the following purposes:

- To determine if the subgrantee operated the project as agreed;
- To determine the outcome of the project;
- To develop data for criminal justice planning and the North Dakota Drug and Violent Crime Control Strategy;
- To help other agencies which might undertake a similar project; and
- To present information to Congress and the legislature.

Legislative Reporting and Oversight

In accordance with Senate Bill No. 2018 (69th Legislative Assembly), the Office of the Attorney General is required to report to the Appropriations Committees of the Legislative Assembly on the use of funds and outcomes of programs supported by the Autonomous Technology Grant. Information that must be reported by grantees to the Office of the Attorney General will include statistics and other information related to the following:

- A list of grant recipients
- The amount of funding awarded
- A description of how the funds were used

The Attorney General will also report to Legislative Management during the 2027–2029 session on the overall status and results of the grant program.

To support these statutory reporting obligations, all grantees must ensure timely, complete, and accurate data submission in their final report. This data will inform the Attorney General's interim and biennial reports to the legislature.

FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

Subgrantee and project director agree to establish financial accounting procedures to ensure proper disbursement and accounting for grant funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

Separately account for the receipt of Autonomous Technology grant funds; and

Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subgrantee and project director agree that state funds made available through the Autonomous Technology Grant must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed.

Budget Deviation

All expenditures of the project must be in accordance with the details of the application. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the application must be made in advance, in writing, to the OAG and will be considered on a case-by-case basis.

Reimbursement/Allowable Expenses

This is a reimbursement-based grant. All submitted expenses must include full and detailed documentation, including:

- Invoices
- Financial documentation

Equipment

Includes: Tangible personal property having an acquisition cost of \$10,000 or more per unit and a useful life of more than one year.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

INSPECTION OF RECORDS

Retention of Records

Subgrantees must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

Subgrantee and project director give the Office of Attorney General or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives monitors your program on an annual basis via telephone, desk review, or on-site visit.

PROCUREMENT

Level of Competition Required

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner to provide maximum open and free competition. Subgrantees must adhere to their local procurement policies and may be required to provide copies of such policies to OAG upon request.

EQUIPMENT

Equipment Inventory

Equipment having an acquisition cost of \$10,000 or more must be reported on the Project Equipment Inventory Report (provided by BCI) and submitted with the final Summary Financial Report and Expenditure Report for the grant period.

The inventory should be itemized and include the following for each piece of equipment:

- Description of Equipment
- Brand name
- Model numbers
- Serial numbers
- Unit cost

Eligible Technology

Autonomous Technology includes, but is not limited to:

- Drones (uncrewed aircraft systems)
- Autonomous vehicles
- Other self-operating systems, processes, or technologies

Authorized Uses

Grant funds may be used for:

- Operation of autonomous technology
- Contracting for autonomous technology services
- Implementation and deployment of qualifying technology
- Other related uses as approved by the Attorney General

Must aid the Bureau of Criminal Investigation (BCI) upon request(s).

Prohibited Uses

Activities unrelated to the authorized law enforcement purposes.

Uses not approved by the Attorney General.

Ownership of Equipment

The subgrantee and project director shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and project director and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the OAG for disposition instructions.

Federal Compliance Requirements

All equipment, technology, and services purchased or used under this grant must comply with applicable federal laws and regulations, including:

National Defense Authorization Act (NDAA)

- Prohibits the purchase or use of certain telecommunications and video surveillance equipment from restricted or prohibited foreign entities

American Security Drone Act of 2023

- Restricts the use of federal funds for the purchase or operation of drones manufactured by covered foreign entities
- Requires use of approved or secure drone technology

Buy America Act

- Requires that certain equipment and products purchased with grant funds be manufactured in the United States, unless a waiver applies

Applicants are responsible for ensuring all equipment and services meet these federal requirements. Documentation or certification of compliance may be required.

OTHER APPLICABLE LAWS AND REGULATIONS

The subgrantee and project director shall abide by all other state laws and regulations as may be applicable to the project and stipulated in the certified conditions issued by the Office of Attorney General.



CERTIFIED CONDITIONS – Signature Page
Autonomous Technology State Grant
Office of Attorney General
07/2026

I certify that the project proposed in this application meets all the requirements of the North Dakota Autonomous Technology Grant, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agrees that the applicable conditions above will be followed.

Signature of Contact Name

Date

Signature of Project Director

Date

Please retain a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General: agogrants@nd.gov

Grant Contact:
Katie Huizenga
Grant Administrator
701-328-4497
khuizenga@nd.gov

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Bismarck	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) City Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 221 N 5th St	6 City, state, and ZIP code Bismarck ND 58501
7 List account number(s) here (optional)		

All City of Bismarck Departments Inclusive

Part I Taxpayer Identification Number (TIN)

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

Social security number								
			-					
or								
Employer identification number								
4	5	-	6	0	0	2	0	3 6

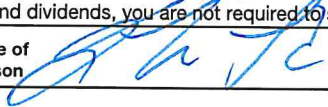
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date **1/2/26**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Public Works Service Operations

DATE: August 25, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Landfill Radiant Heater System Bid Award

REQUEST:

Permission to award the Landfill Radiant Heater System to Northern Plains Heating and Air Conditioning, LLC.

BACKGROUND INFORMATION:

Bids were opened on August 5, 2026, for the demolition and removal of the existing CoRay Vac radiant tube heating system and the installation of a new IR or CoRay Vac heating tube system at the Baler Building, located at the Bismarck Municipal Landfill, 2111 N 52nd Street, Bismarck, ND 58501.

We received four bids. The proposals to demolish and remove the existing CoRay Vac system and install a new IR Heating Tube System were significantly more cost-effective than replacing it with a new CoRay Vac system. We recommend awarding the project to the low bidder, Northern Plains Heating and Air Conditioning, LLC, in the amount of \$117,010.00.

RECOMMENDED CITY COMMISSION ACTION:

Based on the bids received and the cost savings associated with the IR Heating Tube System installation, we recommend awarding the contract to the low bidder, Northern Plains Heating and Air Conditioning, LLC, in the amount of \$117,010.00.

STAFF CONTACT INFORMATION:

Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov

ATTACHMENTS:

1. BID TAB Standard Radiant Heater System 8.5.26
2. RFP Standard Radiant Heater System - Landfill Baler Building (PDF)
3. Addendum 1 - Standard Radiant Heating System (PDF) 7.27.26
4. Addendum 2 - Standard Radiant Heating System (PDF) 7.27.26

PROPOSAL TABULATION
STANDARD RADIANT HEATER SYSTEM - LANDFILL BALER BUILDING
PROPOSALS DUE: 3:00 PM CT WEDNESDAY, AUGUST 5, 2026
PROPOSALS OPENED: 4:00 PM CT WEDNESDAY, AUGUST 5, 2026

COMPANY	Advanced Mechanical Inc		Central Mechanical Inc		Lindtech Services Inc.		Northern Plains Heating and Air Conditioning LLC	
Addendum 1 Acknowledged	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐
Addendum 2 Acknowledged	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐
*Bid Bond	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐
*Contractor's License	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐	YES ☒	NO ☐
IR Heating Tube System Bid	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Demolition and removal of existing CoRay Vac system	\$5,400.00	\$5,400.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$15,915.00	\$15,915.00
Furnish and install new IR heating tube system	\$168,800.00	\$168,800.00	\$137,400.00	\$137,400.00	\$166,500.00	\$166,500.00	\$101,095.00	\$101,095.00
IR Heating Tube System TOTAL BID AMOUNT		\$174,200.00		\$144,900.00		\$196,500.00		\$117,010.00
CORAY VAC HTG Tube Sys Bid	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Demolition and removal of existing CoRay Vac system	\$5,400.00	\$5,400.00		\$0.00	\$30,000.00	\$30,000.00	\$15,915.00	\$15,915.00
Furnish and install new CoRay Vac heating tube system	\$208,450.00	\$208,450.00		\$0.00	\$180,000.00	\$180,000.00	\$175,055.00	\$175,055.00
CoRay Vac Heating Tube System TOTAL BID AMOUNT		\$213,850.00		\$0.00		\$210,000.00		\$190,970.00

CITY OF BISMARCK
REQUEST FOR PROPOSAL

STANDARD RADIANT HEATER SYSTEM
BISMARCK LANDFILL BALER BUILDING
2111 N 52ND Street, Bismarck, North Dakota

WEDNESDAY, JULY 29, 2026
PROPOSALS RECEIVED UNTIL 3:00 PM CT
PROPOSALS OPENED AT 4:00 PM CT

OFFICE OF THE CITY ADMINISTRATOR
PO BOX 5503
221 N 5TH ST – 4th Floor
BISMARCK ND 58506-5503

PUBLIC WORKS SERVICE OPERATIONS
PO BOX 5503
BISMARCK ND 58506-5503
(701) 355-1700, Option 3

ADVERTISEMENT

The City of Bismarck Solid Waste Division is requesting proposals from qualified contractors to demolish and remove the existing CoRay Vac radiant tube heating system and install a new IR heating tube system at the Baler Building located at the Bismarck Municipal Landfill, 2111 N 52nd Street, Bismarck, ND 58501.

Sealed Proposals will be received in the office of the City Administrator, until 3:00 PM CT, on Wednesday, July 29, 2026. Bids will be publicly opened and reviewed at 4:00 PM CT, on Wednesday, July 29, 2026, in the Mayor's Conference Room (4th Floor), 221 N 5th Street, Bismarck.

Site Visit: 10:00 AM CT on Monday, July 20, 2026
Landfill Baler Building – 2111 N 52nd Street, Bismarck ND 58501

The proposals may be mailed to the City Administrator (PO Box 5503, Bismarck, ND 58506-5503) or otherwise deposited with the City Administrator (221 N 5th Street, Bismarck, ND 58501, 4th Floor) and shall be sealed and endorsed: **“Proposal for Radiant Heater System” - Name of the person, firm or corporation, and phone number of person submitting the bid.**

In accordance with North Dakota state law, a **separate envelope** containing a current **North Dakota Contractor's License** and a **Bid Bond** in the amount of five (5) percent of the total amount bid must be **attached to the outside of the proposal/bid envelope and labeled “Bid Bond.”** Bonds of the unsuccessful bidders will be returned to them after the contract has been signed.

Bids must be submitted on blanks furnished by the City of Bismarck and in accordance with specifications and conditions therein contained. Copies of proposal blanks and specifications may be downloaded from the website or obtained from the Public Works Service Operation, 601 S 26th St, Bismarck ND 58504, or Gale Nicholson, pwservice@bismarcknd.gov or 701-355-1707. All bidders are invited to be present at the opening of proposals.

The right is reserved to hold all bids for a period of forty-five (45) days, to reject any and all bids, to waive technicalities or to accept such as may be determined to be of the best interest of the City of Bismarck.

City of Bismarck
Jason Tomanek, City Administrator

Adv 7/11, 7/18

Request for Proposal (RFP)

Project Title: Solid Waste Baler Building - Standard Radiant Heater System

Issue Date: July 11, 2026

Proposal Due Date: 3:00 PM CT, Wednesday, July 29, 2026

Primary Contact: Tony Swearingen, Facilities Manager

Organization: City of Bismarck

Project Contact Information:

Email: aswearingen@bismarcknd.gov

Phone: 701-355-1700, option 3

1. Project Overview

City of Bismarck Landfill is soliciting proposals from qualified contractors for the demolition, removal of the existing CoRay Vac radiant tube heating system and replaced with IR heating tube System located at the Bismarck Landfill located at 2111 N. 52nd St. Bismarck ND.

The selected contractor shall furnish all labor, supervision, equipment, materials, permits (if required), testing, commissioning, and documentation necessary to provide a complete and fully operational Radiant heating system.

2. Project Scope of Work

The contractor shall provide turnkey services including, but not limited to:

Demolition

- Disconnect existing CoRay Vac heating system.
- Remove all existing tubes, burners, reflectors, hangers, controls, venting, couplings, fittings, associated components and modifications as required. Dispose of all removed materials in accordance with applicable regulations.
- Protect existing building finishes and equipment during demolition.
- Repair any damage caused by demolition activities.
- Close and properly seal wall or roof penetrations not needed for the new system.

New System Installation

Provide and install a new infrared heating tube system including:

The contractor shall verify all field dimensions prior to fabrication and installation.

3. Performance Requirements

Heating System Requirements: The proposed heating system should be designed, supplied, installed, and commissioned to provide a safe, reliable, efficient, and fully functional heating solution that meets the operational requirements of the facility. The Contractor shall be responsible for ensuring that the proposed system is appropriately sized, compliant with all applicable standards, and suitable for the intended commercial/industrial application.

The proposed heating system shall meet the following requirements:

- **Heating Capacity and Load Requirements:** The heating system shall be sized to meet the required heating load of the facility based on industry-accepted load calculation methods, existing building conditions, occupancy requirements, climate considerations, and intended operating conditions. The Contractor shall provide supporting calculations and documentation verifying the selected equipment capacity is adequate for the application.
- **Proper Equipment Sizing:** The proposal should clearly identify the proposed unit sizes, heating capacities, efficiencies, and performance characteristics. Equipment should be appropriately sized to provide required heating performance without excessive cycling, reduced efficiency, or premature equipment failure.
- **Energy Efficiency:** The proposed system should incorporate energy-efficient equipment and design practices to minimize energy consumption and operating costs while maintaining required comfort and performance levels. Equipment should meet or exceed applicable efficiency standards and include features that support efficient operation and long-term performance.
- **Code and Regulatory Compliance:** The proposed heating system shall comply with all applicable local, state, and federal building codes, regulations, and permitting requirements. The Contractor shall obtain all required approvals and ensure that the installation meets the requirements of authorities having jurisdiction.
- **Industry Standards and Safety Requirements:** The system shall comply with current applicable requirements of National Fire Protection Association (NFPA), mechanical codes, gas codes, electrical codes, and other applicable industry standards. All components, installation methods, and safety devices shall be properly selected and installed to ensure safe operation.
- **Safe and Reliable Operation:** The heating system shall be designed for dependable operation under normal facility conditions and shall include all required controls, safety, protective devices, and operational features necessary to provide reliable performance.
- **Low Maintenance Requirements:** The proposed system should be selected and configured to minimize routine maintenance requirements while maximizing service life and reliability. The Contractor shall provide recommended maintenance procedures, service requirements, and access requirements for all equipment.
- **Commercial/Industrial Suitability:** The heating system shall be specifically suitable for continuous commercial and/or industrial operation and capable of operating

reliably under the expected facility conditions, including extended operating hours, varying loads, and environmental demands.

- **Documentation and Verification:** The Contractor shall provide all required technical data, equipment submittals, installation information, startup procedures, commissioning reports, and operating documentation necessary to verify that the completed system meets the specified requirements.

4. Contractor Responsibilities

The contractor shall:

- All prospective bidders are required to conduct a site visit prior to submitting their proposal. The purpose of the visit is to familiarize themselves with the project location, existing site conditions, access requirements, and any other factors that may affect the scope of work or pricing. ***The site visit is scheduled for 10:00 AM CT on MONDAY, JULY 20, 2026 at the Landfill Baler Building, 2111 N 52nd Street, Bismarck ND 58501.*** It is the bidder's responsibility to attend the scheduled visit and ensure they have obtained all necessary information before preparing and submitting their proposal.
- The Contractor shall verify all existing site conditions prior to commencing work or submitting a proposal. This includes, but is not limited to, confirming dimensions, site access, existing utilities, structural elements, and any other conditions that may affect the execution of the work. The Contractor shall not rely solely on the information provided in the contract documents and is responsible for identifying any discrepancies, omissions, or unforeseen conditions. Any issues or inconsistencies discovered shall be brought to the attention of the Owner or Consultant before proceeding. Failure to verify existing conditions will not constitute grounds for additional costs or extensions of time after the contract has been awarded. Coordinate work with City of Bismarck facility operations Division.
- The Contractor shall provide, at their own expense, all lifts, scaffolding, temporary access systems, tools, equipment, machinery, and other resources necessary to safely and efficiently perform the work. All equipment shall be suitable for the intended purpose, properly maintained, and operated by qualified personnel in accordance with applicable safety regulations and manufacturer requirements. The Contractor is responsible for coordinating the delivery, setup, operation, relocation, and removal of all temporary equipment and access systems required to complete the work without disrupting adjacent operations or causing damage to the existing facility.
- The Contractor shall be solely responsible for maintaining a safe, secure, and orderly work environment throughout the duration of the project. All work shall be carried out in accordance with applicable occupational health and safety legislation, regulations, codes, and industry best practices. The Contractor shall provide all necessary safety equipment, personal protective equipment (PPE), barriers, warning signs, and temporary protection required to safeguard workers, occupants, visitors, and the public. The Contractor shall implement appropriate measures to prevent accidents, injuries, property damage, and environmental hazards, and shall ensure that all personnel are properly trained and qualified to perform the work safely. Any unsafe conditions or

incidents shall be addressed immediately, and the Contractor shall remain responsible for always maintaining safe access and housekeeping within the work area.

- Upon completion of the work, the Contractor shall remove all construction debris, waste materials, surplus materials, packaging, temporary protection, tools, equipment, and any other items associated with the performance of the work. The work area shall be thoroughly cleaned and left in a neat, safe, and orderly condition, free of dust, dirt, and debris. Disposal of all waste materials shall be carried out in accordance with applicable environmental regulations and local disposal requirements. No debris or waste materials shall be left on site unless specifically authorized by the Facilities Maintenance Staff. Completion of the work will not be considered complete until the site has been cleaned to satisfaction.
- The Contractor shall coordinate and schedule all inspections required for the completion of the work, including inspections by the Owner, Consultant, authorities having jurisdiction, and other applicable regulatory agencies. The Contractor shall provide adequate advance notice, ensure that the work is ready for inspection, and make all necessary arrangements for site access and personnel attendance. Any deficiencies or non-compliant work identified during inspections shall be promptly corrected at no additional cost to the City of Bismarck, and the Contractor shall arrange for any required re-inspections. The Contractor shall obtain all required inspection approvals before proceeding with subsequent phases of the work or requesting final acceptance.
- The Contractor shall perform all startup, testing, adjustment, and commissioning activities necessary to verify that the installed systems and equipment are complete, fully operational, and functioning in accordance with the contract documents, manufacturer's recommendations, and applicable codes and standards. The Contractor shall provide qualified personnel to conduct all required functional performance testing, calibrations, and system adjustments, and shall coordinate commissioning activities with the Owner, Consultant, equipment suppliers, and other trades as required. Any deficiencies identified during startup or commissioning shall be corrected promptly, and the Contractor shall repeat testing as necessary until satisfactory performance is achieved. The Contractor shall provide all required commissioning documentation, test reports, operation and maintenance manuals, warranties, and training for the Owner's designated personnel prior to final acceptance of the work.
- Conduct training sessions for the maintenance personnel to ensure they are proficient in the operation, maintenance, inspection, and servicing of the equipment. Training should include preventive maintenance schedules, diagnostic procedures, replacement of common wear components, emergency response procedures, and review of operation and maintenance manuals.

5. Submittals

Proposal Requirements: The Contractor's proposal shall include the following information to allow for a complete evaluation of the bidder's qualifications, approach, technical compliance, schedule, and pricing. Proposals should be clear, detailed, and sufficiently

comprehensive to demonstrate the Contractor's ability to successfully complete the project requirements.

- **Company Qualifications:** Provide a summary of the company's history, organizational structure, years in business, relevant certifications, licenses, qualifications, and available resources necessary to complete the work.
- **Relevant Project Experience:** Provide a description of similar projects completed by the Contractor, including project scope, location, completion date, project value, and the Contractor's role and responsibilities. Demonstrate experience with projects of similar size, complexity, and technical requirements.
- **Proposed Equipment Manufacturer and Model Numbers:** Identify all proposed equipment manufacturers, suppliers, and specific model numbers for equipment included in the proposal. Provide sufficient information to verify compliance with the project requirements and specifications.
- **Product Specifications:** Submit detailed product data, technical specifications, performance information, and manufacturer literature for all proposed equipment and materials. Documentation shall demonstrate compliance with the requirements of the project documents.
- **Project Schedule:** Provide a proposed project schedule identifying key milestones, anticipated start and completion dates, major activities, equipment delivery timelines, installation duration, startup, commissioning, and final completion.
- **Safety Program:** Provide documentation outlining the Contractor's safety program, including safety policies, training procedures, hazard assessment processes, incident prevention measures, and compliance with applicable occupational health and safety requirements.
- **Warranty Information:** Provide details of all manufacturer and Contractor warranties, including warranty duration, coverage, limitations, and procedures for requesting warranty service. Identify any extended warranty options or additional coverage available.
- **Project References:** Provide references from a minimum of three (3) similar completed projects. Include project names, locations, scope of work, completion dates, client contacts, and telephone or email contact information for verification purposes.
- **Itemized Pricing:** Provide a complete and detailed cost breakdown, including separate pricing for demolition, removal and disposal, equipment supply, materials, installation, labor, startup, commissioning, testing, and any optional or alternate items. Pricing shall clearly identify inclusions, exclusions, assumptions, and any potential additional costs.

Failure to provide the required proposal information may result in the proposal being considered incomplete and may affect the evaluation of the submission.

6. Schedule

Estimated Schedule:

RFP Issued: July 11, 2026

Site Visit: 10:00 AM CT, July 20, 2026

Questions Due: July 21, 2026

Proposal Due: 3:00 PM CT, July 29, 2026

Award: City Commission Meeting, August 11, 2026

Project Start: Upon Full Execution of the Agreement

Substantial Completion Date: October 1, 2026,

Final Completion Date: November 30, 2026, to provide sufficient time for walk-throughs, project approval, and final invoice processing.

7. Warranty

Warranty Requirements: The Contractor shall provide comprehensive warranty coverage for all work, materials, equipment, and installation associated with the project. Warranty provisions shall ensure that the completed system is free from defects in workmanship, materials, and installation and shall provide the Owner with appropriate protection following project completion. The Contractor shall provide the following minimum warranty requirements:

- **Workmanship Warranty:** Provide a minimum warranty period of one (1) year from the date of substantial completion or final acceptance, covering all labor, installation, adjustments, and corrective work required due to defects in workmanship. The Contractor shall promptly repair or replace any defective work identified during the warranty period at no additional cost to the City of Bismarck.
- **Manufacturer's Equipment Warranty:** Provide the manufacturer's standard warranty for all equipment, components, and materials supplied as part of the project. The Contractor shall submit warranty documentation identifying coverage terms, duration, exclusions, and procedures for obtaining warranty service. Equipment warranties shall include coverage for defects in materials and manufacturing in accordance with the manufacturer's published requirements.
- **Extended Warranty Options:** The Contractor shall identify and provide pricing for any available extended warranty options, service agreements, or enhanced coverage plans offered by the manufacturer or Contractor. Extended warranty options shall clearly define the additional coverage provided, duration, costs, exclusions, and any maintenance requirements necessary to maintain warranty validity.

The Contractor shall coordinate all warranty claims, repairs, and replacements during the applicable warranty periods and shall provide the Owner with all required warranty certificates, documentation, and contact information prior to final project closeout.

8. Acceptance Testing

Startup, Testing, and Final Acceptance Requirements: Upon completion of the installation, the Contractor shall perform a complete startup, testing, and commissioning process to verify that the heating system has been installed correctly, is operating safely, and meets all project requirements. All testing shall be performed by qualified personnel in accordance with manufacturer recommendations, applicable codes, and industry standards.

The Contractor shall complete the following activities:

- **Verify Gas Pressure:** Confirm that incoming and operating gas pressures meet the equipment manufacturer's requirements and applicable code requirements. The Contractor shall verify proper gas supply, regulator operation, connections, and system performance under operating conditions. Any deficiencies identified shall be corrected prior to system acceptance.
- **Verify Burner Operation:** Test and confirm proper burner ignition, flame characteristics, combustion performance, and safety device operation. The Contractor shall verify that burners operate efficiently and reliably throughout the required operating range and shall complete any necessary adjustments to ensure proper performance.
- **Test All Controls:** Inspect, test, and verify the operation of all system controls, thermostats, sensors, safeties, interlocks, control sequences, and related components. The Contractor shall confirm that all controls function as intended and that the system responds correctly to operating demands and safety conditions.
- **Balance Heating Zones:** Adjust and balance all heating zones as required to provide uniform heating performance throughout the facility. The Contractor shall verify airflow, temperature distribution, control settings, and equipment operation to ensure each zone is operating effectively and efficiently.
- **Demonstrate Proper System Operation:** Provide a complete demonstration of system operation to the Owner and/or designated representatives. The demonstration shall include normal operating procedures, control functions, safety features, maintenance requirements, and any other information necessary for proper use of the system.
- **Correct Deficiencies Prior to Final Acceptance:** Identify, document, and correct all deficiencies, incomplete work, operational issues, or performance concerns prior to requesting final acceptance. The Contractor shall complete any required adjustments, repairs, or replacements and shall verify that the system is fully operational and compliant with contract requirements before project closeout.

The Contractor shall provide final startup and commissioning documentation, including test results, completed checklists, operating parameters, and confirmation of satisfactory system performance, as part of the final acceptance process.

9. Proposal Evaluation

Proposal Evaluation and Award Criteria: Proposals will be evaluated based on the overall value, qualifications, technical compliance, and ability of the Contractor to successfully complete the project in accordance with the requirements outlined in the contract documents. The Owner will review each submission based on the following evaluation criteria:

- **Technical Approach:** Evaluation will consider the Contractor's understanding of the project requirements, proposed installation methods, system design approach, compliance with specifications, and ability to provide a complete and functional infrared (IR) heating solution.
- **Experience with Similar IR Heating Installations:** The Contractor's experience with projects of similar size, complexity, and application will be evaluated. Preference may be given to Contractors demonstrating successful completion of comparable commercial or industrial infrared heating installations.
- **Equipment Quality:** Proposed equipment will be evaluated based on manufacturer's reputation, performance characteristics, energy efficiency, reliability, serviceability, availability of replacement parts, and compliance with applicable industry standards and project requirements.
- **Project Schedule:** Evaluation will include the Contractor's proposed schedule, ability to meet required milestones, equipment lead times, installation duration, coordination with facility operations, and commitment to timely project completion.
- **Warranty:** Warranty offerings will be evaluated based on the duration and scope of coverage provided for equipment, materials, and workmanship. Additional consideration may be given to proposals offering enhanced warranty protection or extended service options.
- **Safety Record:** The Contractor's safety performance, written safety program, training procedures, regulatory compliance history, and ability to maintain a safe work environment throughout the project will be considered.
- **References:** Submitted project references will be reviewed to verify the Contractor's past performance, quality of workmanship, reliability, communication, and ability to complete similar projects successfully.
- **Total Project Cost:** Proposed pricing will be evaluated based on overall project value, completeness of pricing, cost effectiveness, and alignment with the project budget. The lowest price proposal will not necessarily be selected if other factors indicate greater value, quality, or reduced project risk.

The City of Bismarck reserves the right to request clarification, additional information, or interviews with proposing Contractors as part of the evaluation process. The City of Bismarck reserves the right to reject any or all proposals, waive minor irregularities or informalities in submissions, and award the contract to the Contractor whose proposal is determined to be in the best interest of the city based on qualifications, compliance, value, and overall project objectives.

10. General Requirements

The Contractor shall be responsible for maintaining a safe work environment and ensuring compliance with all applicable safety regulations, requirements, and industry standards throughout the duration of the project. The Contractor shall also maintain all required insurance coverage necessary to protect the City of Bismarck, workers, and the public from potential risks associated with the execution of the work.

The Contractor shall comply with the following requirements:

- **OSHA Compliance:** The Contractor shall comply with all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all other applicable federal, state, and local safety regulations. The Contractor shall be responsible for implementing appropriate safety procedures, conducting hazard assessments, providing required personal protective equipment (PPE), maintaining safe work practices, and ensuring that all employees, subcontractors, and personnel working under the Contractor's direction are properly trained and qualified to perform their duties safely.
- **Safety Program and Site Requirements:** The Contractor shall maintain an active safety program for the duration of the project, including safety meetings, job hazard analyses, incident prevention procedures, and emergency response planning as required. The Contractor shall promptly address any unsafe conditions and shall be solely responsible for the safety of its employees, subcontractors, equipment, and work activities.
- **Insurance Requirements:** The Contractor shall obtain and maintain all required insurance coverage throughout the project duration, including general liability, workers' compensation, automobile liability, and any other coverage required by applicable laws or the City of Bismarck requirements. Insurance policies shall remain active from the commencement of work through final completion and acceptance of the project.
- **Proof of Insurance:** Prior to beginning work, the Contractor shall provide certificates of insurance and any required documentation verifying compliance with the specified insurance requirements. The Contractor shall notify the Owner of any changes, cancellations, or lapses in coverage during the project.

Failure to comply with safety requirements or maintain required insurance coverage may result in suspension of work, removal from the project, or other corrective actions as determined by the City of Bismarck.

Documents required by the City of Bismarck:

- **Contractor's License**
- **Certificate of Workers Compensation Coverage:** State: Statutory
- **Certificate of Insurance.** The City shall be named as an additional insured with waiver of subrogation written or marked on the policy (commercial general liability and auto liability) for the duration of this contract. Insurance companies listed must be licensed in the State of North Dakota. The City shall be immediately notified of any cancellation or

cessation of insurance coverage. Contractor shall provide a certificate of insurance upon signing this contract (or upon being awarded the contract).

- **Commercial General Liability & Automobile Liability**

- Coverage Amounts:**

- **Commercial General Liability:** Each Occurrence \$2,000,000
 - **Automobile Liability:** Combined Single Limit \$2,000,000 (Each Accident)

Code Compliance, Deviations, and Final Acceptance Requirements: The Contractor shall perform all work in accordance with the requirements of this Request for Proposal (RFP), contract documents, applicable codes, standards, and regulatory requirements. The Contractor shall be responsible for ensuring that all materials, equipment, installation methods, testing procedures, and completed work comply with all applicable requirements.

The Contractor shall comply with the following requirements:

- **Compliance with Applicable Codes and Standards:** All work shall comply with all applicable building codes, mechanical codes, electrical codes, fuel gas codes, fire codes, safety regulations, and other requirements established by authorities having jurisdiction. The Contractor shall be responsible for obtaining all required permits, inspections, approvals, and certifications necessary for completion of the work. All equipment and installation practices shall meet manufacturer requirements and applicable industry standards.
- **Identification of Deviations:** Any proposed deviations, substitutions, exceptions, or alternatives to the requirements outlined in this RFP shall be clearly identified and fully described within the Contractor's proposal. Each deviation shall include the reason for the proposed change, the impact on performance, cost, schedule, warranty, and compliance requirements. Failure to identify deviations shall be interpreted as the Contractor's acceptance of all RFP requirements and specifications.
- **Final Completion, Commissioning, and Payment:** Final payment shall be made only after the Contractor has successfully completed all required work, completed startup and commissioning activities, demonstrated proper system operation, corrected all identified deficiencies, and provided all required closeout documentation. Closeout documentation shall include, as applicable, inspection approvals, commissioning reports, equipment documentation, operating and maintenance manuals, warranties, test results, training records, and any other documents required by the City of Bismarck.

The project shall not be considered complete, and final acceptance shall not be granted, until all contractual obligations have been fulfilled to the satisfaction of the City of Bismarck.

Deliverables

Project Closeout Documentation Requirements: Upon completion of the project and prior to final acceptance, the Contractor shall provide a complete closeout package containing all documentation necessary for the City of Bismarck records, ongoing operation, maintenance, and warranty administration. All documents shall be accurate, complete, and submitted in an organized format acceptable to the Owner.

The Contractor shall provide the following closeout documentation:

- **As-Built Drawings:** Provide accurate record drawings reflecting the final installed conditions of the project. As-built drawings shall identify all equipment locations, system layouts, connections, modifications, routing, and any field changes made during construction. Drawings shall be updated from the original contract documents to reflect the completed installation.
- **Equipment Manuals:** Provide complete operation and maintenance manuals for all equipment, components, controls, and systems installed as part of the project. Manuals shall include manufacturer information, operating instructions, maintenance requirements, troubleshooting procedures, recommended service intervals, replacement parts information, and technical data.
- **Warranty Documentation:** Provide all manufacturer and Contractor warranty certificates, coverage details, warranty periods, exclusions, and procedures for obtaining warranty service. Documentation shall identify contact information for warranty support and any requirements necessary to maintain warranty validity.
- **Startup Reports:** Submit completed startup documentation verifying that all equipment has been installed, inspected, tested, adjusted, and placed into proper operation. Startup reports shall include equipment identification, operating conditions, test results, adjustments performed, and confirmation that manufacturer startup requirements have been satisfied.
- **Commissioning Reports:** Provide commissioning documentation confirming that the completed system has been tested and verified for proper operation and performance. Reports shall include testing procedures, functional performance results, system adjustments, deficiencies identified and corrected, and final verification that the system meets project requirements.
- **Training Documentation:** Provide documentation of all training provided to the City of Bismarck personnel, including training dates, attendees, topics covered, operating procedures, maintenance requirements, and any instructional materials provided. Training shall ensure that designated personnel are familiar with safe operation and routine maintenance of the installed systems.
- **Final Inspection Approvals:** Provide copies of all required inspection reports, permits, approvals, certificates, and signoffs from applicable authorities having jurisdiction. Documentation shall confirm that the completed work has been inspected and approved in accordance with applicable codes and regulatory requirements.

The Contractor shall ensure that all closeout documents are submitted prior to final payment and project acceptance. Failure to provide complete closeout documentation may delay final acceptance and payment.

BID FORM

STANDARD RADIANT HEATER SYSTEM

BISMARCK LANDFILL BALER BUILDING - 2111 N 52ND Street, Bismarck ND 58501

OFFICE OF THE CITY ADMINISTRATOR: WEDNESDAY, JULY 29, 2026
BIDS RECEIVED BY 3:00 PM CT
BIDS OPENED BY 4:00 PM CT

ProjectDescription:	Demolition and removal of existing CoRay Vac radiant tube heating system and installation of new IR heating tube system at the Baler Building, Bismarck Municipal Landfill
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Item Description	Unit Price (Lump Sum)	Total
Demolition and removal of existing CoRay Vac system	\$	\$
Furnish and install new IR heating tube system	\$	\$
TOTAL BID AMOUNT	\$	\$

Item	Yes	No
Bidder has reviewed project specifications and conditions		
Bid will remain valid for 45 days		
Attended Mandatory Site Visit		
ND Contractor's License and 5% Bid Bond included in separate envelope		

DATE _____

COMPANY (Official Name) _____

SIGNATURE _____

PRINTED NAME _____

TITLE _____

MAILING ADDRESS _____

CELL & WORK NUMBER _____

EMAIL _____

ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
STANDARD RADIANT HEATER SYSTEM
CITY OF BISMARCK, NORTH DAKOTA

BID SUBMITTAL: August 5, 2026 3:00 PM

BID OPENING: August 5, 2026 4:00 PM

1. **Submittal Date Change.** Sealed Proposals will be received in the office of the City Administrator, until **3:00 PM CT, on Wednesday, August 5, 2026**. Bids will be publicly opened and reviewed at **4:00 PM CT, on Wednesday, August 5, 2026**, in the Mayor's Conference Room (4th Floor), 221 N 5th Street, Bismarck.
2. **Proposal to Include:** Installation of **CoRay Vac radiant heating tube system**.

The City of Bismarck Solid Waste Division is requesting proposals from qualified contractors to demolish and remove the existing CoRay Vac radiant tube heating system and install a new IR or CoRay Vac heating tube system at the Baler Building located at the Bismarck Municipal Landfill, 2111 N 52nd Street, Bismarck, ND 58501.

Sealed Proposals will be received in the office of the City Administrator, until 3:00 PM CT, on Wednesday, August 5, 2026. Bids will be publicly opened and reviewed at 4:00 PM CT, on Wednesday, August 5, 2026, in the Mayor's Conference Room (4th Floor), 221 N 5th Street, Bismarck.

---end of Addendum 1---

This addendum shall become a part of the specifications and its ***receipt acknowledged on the envelope containing the proposal***. Bids will not be opened if said acknowledgement is not indicated on the envelope.

Due to discrepancies with addendum acknowledgement on previous projects, the BIDDER shall also include on the ***outside of the bid envelope*** the ***name and telephone number of a person to be contacted in the event of a submitted bid package irregularity***. The indicated individual should be available between receipt of bid and the opening should a question arise. Failure to resolve a submittal irregularity may result in the rejection of the bid package as submitted according to the City of Bismarck Board of City Commissioners' instructions and at their discretion.



Steve Salwei, P.E.
Public Works Service Operations Director

7-27-26

Date

ADDENDUM NO. 2
TO
THE PLANS AND SPECIFICATIONS
FOR
STANDARD RADIANT HEATER SYSTEM
CITY OF BISMARCK, NORTH DAKOTA

BID SUBMITTAL: August 5, 2026 3:00 PM

BID OPENING: August 5, 2026 4:00 PM

1. **Bid Form Update:** A revised bid form, including a new section for the CoRay Vac Heating Tube System Bid, has been issued. The attached "**Revised Bid Form – Addendum 2**" replaces the original Bid Form included in the Request for Proposal for the Standard Radiant Heater System.

---end of Addendum 2---

This addendum shall become a part of the specifications and its ***receipt acknowledged on the envelope containing the proposal*** . Bids will not be opened if said acknowledgement is not indicated on the envelope.

Due to discrepancies with addendum acknowledgement on previous projects, the BIDDER shall also include on the ***outside of the bid envelope*** the ***name and telephone number of a person to be contacted in the event of a submitted bid package irregularity***. The indicated individual should be available between receipt of bid and the opening should a question arise. Failure to resolve a submittal irregularity may result in the rejection of the bid package as submitted according to the City of Bismarck Board of City Commissioners' instructions and at their discretion.



Steve Salwei, P.E.
Public Works Service Operations Director



Date

REVISED BID FORM – ADDENDUM 2

STANDARD RADIANT HEATER SYSTEM

BISMARCK LANDFILL BALER BUILDING - 2111 N 52ND Street, Bismarck ND 58501

OFFICE OF THE CITY ADMINISTRATOR:

WEDNESDAY, AUGUST 5, 2026

BIDS RECEIVED BY 3:00 PM CT

BIDS OPENED BY 4:00 PM CT

Project Description:	Demolition and removal of existing CoRay Vac radiant tube heating system and installation of new IR or CoRay Vac heating tube system at the Baler Building, Bismarck Municipal Landfill
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IR Heating Tube System Bid

Item Description	Unit Price (Lump Sum)	Total
Demolition and removal of existing CoRay Vac system	\$	\$
Furnish and install new IR heating tube system	\$	\$
TOTAL BID AMOUNT	\$	\$

CoRay Vac Heating Tube System Bid

Item Description	Unit Price (Lump Sum)	Total
Demolition and removal of existing CoRay Vac system	\$	\$
Furnish and install new CoRay Vac heating tube system	\$	\$
TOTAL BID AMOUNT	\$	\$

Item	Yes	No
Bidder has reviewed project specifications and conditions		
Bidder has acknowledged Addendum 1 & 2		
Bid will remain valid for 45 days		
Attended Site Visit		
ND Contractor's License and 5% Bid Bond included in separate envelope		

DATE

COMPANY (Official Name)

SIGNATURE

PRINTED NAME

TITLE

MAILING ADDRESS

CELL & WORK NUMBER

EMAIL



Public Works Service Operations

DATE: August 25, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Sell or Dispose of City Assets

REQUEST:

Permission to Sell or Dispose of City Assets from Numerous City Departments.

BACKGROUND INFORMATION:

Request permission to sell or dispose of City Assets as listed below.

SELL OR DISPOSE OF CITY ASSETS

DEPARTMENT	QTY	DESCRIPTION
Roads and Streets	12	Individual Motor Grader Used Tire Chains
Roads and Streets	3	8-Foot Augers for Root Snowblower
Roads and Streets	8	Street Sweeper Broom Cores
Facilities	Misc.	Pallet Rack Shelving

SELL OR DISPOSE OF CITY ASSETS AT PUBLIC SALE

DEPARTMENT	UNIT #	ASSET #	YEAR	MAKE	MODEL	VIN	METER TYPE	METER	ACQUIRE DATE
Engineering	4112	9893	2012	Chevrolet	Colorado	1GCJTBFE1C8151154	Miles	66871	5/24/2012
Engineering	4109	9516	2009	Ford	Ranger	1FTZR15E89PA42573	Miles	70800	4/6/2009
Fire Dept	9084	9764	2011	Ford	Expedition	1FMJU1G54BEF44597	Miles	66631	6/9/2011

Fleet	5116	8944	2005	Chevrolet	Silverado	1GCEC14V95Z242264	Miles	42610	2/23/2005
Forestry	5018	8234	2000	GMC	C7H042	1GDM7H1COYJ511505	Hours	15226	1/1/2000
Solid Waste Coll	3589	10569	2018	Peterbilt	520	3BPDJ0XXJF191389	Hours	11628	12/30/2017
Wastewater Trt Pl	5112	8821	2004	Chevrolet	2500HD	1GCHK24U34E322582	Miles	34935	5/5/2004
Wastewater Trt Pl	5150	7794	1999	Ag-Chem	2505	2505599	Hours	15178	9/1/1998

RECOMMENDED CITY COMMISSION ACTION:

Approve to sell or dispose of city assets from numerous City Departments as listed above.

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:

None



Public Works Service Operations

DATE: August 25, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Downtown Pedestrian Street Lighting

REQUEST:

Sole Source Purchase Request and revised project costs for PWS-STL 26-06 for the replacement of pedestrian street light fixtures in the Downtown Historic District.

BACKGROUND INFORMATION:

The City has replaced all street lighting in the City with LED fixtures, except for the pedestrian fixtures in the Downtown Historic District. For reference, the pedestrian streetlights are the shorter poles-13' in height. During the initial planning of the relamping project for the downtown area, it was determined that replacement of these fixtures would take additional time and cost due to multiple fixture manufacturers and differing mounting configurations between the varying fixtures, poles and banner arm assemblies.

It was determined that the best approach was to replace the fixtures and the banner arm assemblies but retain the concrete poles at their current location. It is important to note that some fixtures were integrated with the banner arm assembly as part of the fixture and others were not. This means that approximately half of the fixtures could have been replaced, but the remainder would require that both the fixture and banner arm assembly to be replaced. An additional concern was that the current market for the existing fixtures is limited to one manufacturer whose parts are not interchangeable with the other four fixture types that the City currently has installed. The suppliers that had provided existing fixtures/banner arms to the City previously no longer support their product. For these reasons, engineering and public works staff made the determination that replacement of the fixture and banner arm assembly would be required to convert the fixtures from metal halide to the desired LED for all downtown pedestrian streetlight poles.

Since the current fixture and banner arm assembly was a feature of the Downtown Streetscape Standards, staff discussed the alternatives with the Downtown Design Review Committee (DDRC) and the Historic Preservation Commission (HPC). Additionally, fixture options were represented to these two bodies for design and historic relevance for review and discussion. At the time, both DDRC and HPC agreed with the approach and asked staff to further consider five of the presented fixtures in our final determination. Staff contacted vendors and requested a fixture sample for the five selected fixtures. All five fixtures were presented to the DDRC and the HPC. Both bodies expressed their preference for the selected fixture. After that, public

works staff reviewed all five fixtures for ease of maintenance and quality; their preference aligned with that of DDRC and the HPC.

Estimated costs were obtained for the five fixtures where the unit costs were all similar. The selected fixture and banner arm assembly cost was in line with other historic/decorative fixtures considered. To replace the 272 pedestrian fixtures and banner arm assemblies, it will cost approximately \$3260 per fixture for a total of \$886,720. Within the 2026 CIP, PWS-STL 26-06 projected the cost at \$711,000. The approximate additional \$175,720 will be paid from other areas of the public works operating budget.

The Sole Source Purchase Request Form is attached along with a product sheet of the fixture.

RECOMMENDED CITY COMMISSION ACTION:

Approve the Sole Source Purchase Request and revised project costs for PWS-STL 26-06 for the replacement of pedestrian street light fixtures in the Downtown Historic District and authorize the use of other funds from the public works operating budget to cover the additional cost.

STAFF CONTACT INFORMATION:

Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov

ATTACHMENTS:

1. Sole Source Purchase Request Form - Pedestrian Lighting
2. Product Specification

Sole Source Purchase Request Form



REQUESTOR INFORMATION

Department:	Engineering	Requestor:	Steve Salwei
Title:	Public Works Director of Service Operations	Date of Request:	__08__/_25__/_2026__
Phone:	701-355-1705	Email:	ssalwei@bismarcknd.gov

DESCRIPTION OF GOOD OR SERVICE

Name:	Pedestrian Lights	Description:	Outdoor lighting fixtures
Quantity:	~272	Quoted Unit Price:	3260
		Quoted Total Estimated Cost:	~ \$886,720

VENDOR INFORMATION

Vendor Name:	Mlazgar Associates-Representing Sternberg Lighting	Contact Name:	Jerry Perkowski		
Billing Address:	10340 Viking Drive #150				
City:	Eden Prairie	State:	MN	Zip Code:	55344
Phone No.:	262-442-9732	Email Address:	jerry.perkowski@mlazgar.com		

Disclaimer:

Sole source procurement is a non-competitive purchasing method used only when a specific good or service is available from a single vendor and no reasonable alternatives exist. This method is considered an exception to the standard competitive process and must be justified, documented, and approved in accordance with all applicable federal, state, and local laws. If more than one vendor can reasonably supply the required good or service, the sole source procurement method may not be used.

Sole Source Purchase Request Form



JUSTIFICATION OF SOLE SOURCE PURCHASE

1. Sole source procurement may be used only under the following conditions. Please check all that apply:

- ☒ The item is proprietary, patented, copyrighted, or licensed and only one vendor can legally provide it.
- ☒ The equipment, software, or system must be compatible with existing City-owned infrastructure or technology.
- ☐ The product or system is custom developed, and no functional equivalent is available.
- ☐ The vendor is uniquely qualified due to legal, regulatory, certification, or statutory requirements.
- ☒ The good or service is only available from a single source, with no viable alternatives.
- ☐ A federal awarding agency expressly authorizes noncompetitive procurement within the grant terms or in response to a written request from the City.
- ☐ A good-faith effort to solicit at least five vendors and within a reasonable period demonstrates insufficient competition.

2. Please provide a detailed explanation of the unique nature of the good or service.

The pedestrian lighting fixtures required for downtown Bismarck are unique due to the need to satisfy two concurrent, non-negotiable criteria: (1) full compatibility with the City's existing electrical and control infrastructure, and (2) strict adherence to historic design standards established by the Downtown Design Review Committee and the Historic Preservation Commission.

Most commercially available pedestrian light fixtures either meet modern technical specifications but fail to match the required historic aesthetic, or they replicate the historic appearance but are incompatible with the City's current wiring, mounting, and control systems. The selected product is the only solution identified that simultaneously satisfies both the engineering compatibility and maintenance requirements and the historic design guidelines governing the downtown district.

3. Please provide a detailed explanation of their relevance to City operations.

The downtown area of Bismarck is a designated historic district where architectural consistency and preservation of the area's sense of place are municipal priorities. Replacing pedestrian lighting with fixtures that align with the established historic aesthetic is essential to maintaining the district's character, supporting local heritage tourism, and complying with design review requirements.

At the same time, the City must ensure that new lighting meets current safety, energy efficiency, and operational standards. The selected fixtures integrate seamlessly with existing city infrastructure, avoiding costly system

Sole Source Purchase Request Form



modifications, minimizing installation time, and ensuring reliable long-term maintenance using current City procedures and parts.

4. Please provide a statement identifying any unique or extraordinary circumstances (if applicable).

The Engineering Department conducted a market survey and evaluated a wide range of decorative fixtures capable of supplying the pedestrian and roadway lighting needs within the Downtown Historic District. The historic elements were also evaluated as part of the survey. From here five different fixture options, from three separate manufacturers, were selected for further evaluation against the historic relevance of the historic district, the technical capabilities, maintenance constraints, and longevity of the manufacturer. The five fixtures were then evaluated by the Downtown Design Review Committee, the Historic Preservation Commission and staff of Public Works Service Operations.

Of the five fixtures evaluated, only one met all the requirements mandated by the Downtown Design Review Committee, the Historic Preservation Commission, and public works staff in addition to the technical compatibility requirements necessary for integration with the City's current systems. This outcome represents an extraordinary circumstance in which only a single source satisfies all essential project requirements.

5. Please provide a clear explanation of why competitive bidding is not feasible.

Competitive bidding is not feasible because, after comprehensive market research and in-depth review of the five qualified fixtures, only one fixture was able to meet all mandatory specifications. The other four fixtures could not satisfy both the historic design guidelines, the infrastructure compatibility requirements and the maintenance requirements simultaneously.

Soliciting additional bids would not yield alternative compliant products, as the technical and aesthetic constraints effectively limit the available solutions to a single source. Procurement from this sole source is therefore necessary to fulfill the project's objectives while maintaining compliance with historic preservation standards and ensuring operational compatibility.

6. Will the requested item or service be directly compatible with equipment, systems or technology already in use?

☒ Yes ☐ No

If Yes, please list requirements: The existing poles, lighting infrastructure as well as technology

7. Is the negotiated price fair and reasonable?

Sole Source Purchase Request Form



☒ YES

☐ NO

If Yes, please explain:

The selected vendor's pricing was found to be consistent with market rates for specialized historic-compatible luminaires and was determined to be fair and reasonable based on this comparative analysis.

MARKET RESEARCH, FUNDING & COMPLIANCE

1. Were alternate suppliers or vendors contacted? If yes, List of vendors contacted, and responses received: If alternative suppliers or vendors are available, they must be contacted.

☒ Yes

☐ No

Vendor:

Holophane Lighting

Response:

Did not meet design/ technical requi

Vendor:

AV Lighting

Response:

Did not meet design/ technical requi

1. Was there written approval from a Federal Agency to use Sole Source Procurement?

☐ Yes

☒ No

2. Funding Source?

☒ General Fund

☐ FEMA

☐ Grant

Fund detail

Street Light Utility Fund

3. Are Federal Funds or any funds subject to federal compliance requirements being used?

☐ Yes

☒ No

If Yes, Are we passing through the funds to a Sub Recipient?

☐ Yes

☐ No

If Yes, Is the sub recipient on the SAM.gov exclusion List?

☐ Yes

☐ No

Sole Source Purchase Request Form



4. Is this purchase request for software, hardware or other data processing equipment not included on the pre-approved marketplace items list?

- Pre-approved Marketplace Items are defined as a list of the goods and services that have been pre-approved by the city of Bismarck's IT department and need no additional review. They can be found in the service catalog of the IT Fresh Service Ticketing system.

☐ Yes ☒ No

If Yes, please confirm

ITGC approval

5. Is there any real or perceived conflict of interest in this procurement?

☐ Yes ☒ No

- If yes, please provide in writing a description of the conflict of interest to your department director, the city attorney, the finance director and the procurement officer.

2. Any additional commentary?

☒ I hereby certify that the information provided is complete, accurate, and that this procurement request meets all criteria under applicable City, State, and Federal laws:

A handwritten signature in blue ink, appearing to read "Steve Salwei", written over a horizontal line.

Signature

The name "Steve Salwei" written in blue ink over a horizontal line.

Name

The date "8-25-26" written in blue ink over a horizontal line.

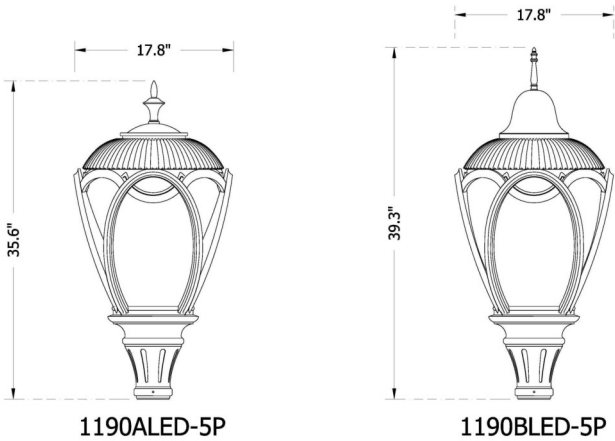
Date

Project Name

Qty

Type

Catalog / Part Number



7 Year Warranty

Description



The 1190ALED/1190BLED Plaza series luminaire is an elegantly styled fixture which consists of a decorative cast aluminum cage, fitter and roof, along with a textured acorn. It features a fully cast aluminum decorative serpentine, petal shaped cage surrounding the acorn.

EPA: 1.15 (#2) | WEIGHT: 45 LBS

Mounting Configuration



Wall Mount



Post Top



1 Arm Mount



1 Arm & Post Top



2 Arm Mount @ 180°



2 Arm Mount @ 90°



2 Arm @ 180° & Post Top



3 Arms @ 120°



3 Arms @ 90°



3 Arm @ 120° & Post Top



4 Arms @ 90°



4 Arm @ 90° & Post



1 Arm Mid-Mount



2 Arm Mid-Mount @ 180°



Pier Base

Features

Mounting Configuration

- 1W: Wall Mount
- PT: Post Top
- 1A: 1 Arm Mount
- 1APT: 1 Arm & Post Top
- 2A: 2 Arm Mount @ 180°
- 2A90: 2 Arm Mount @ 90°
- 2APT: 2 Arm @ 180° & Post Top
- 3A: 3 Arms @ 120°
- 3A90: 3 Arms @ 90°
- 3APT: 3 Arm @ 120° & Post Top
- 4A: 4 Arms @ 90°
- 4APT: 4 Arm @ 90° & Post Top
- 1AM: 1 Arm Mid-Mount
- 2AM: 2 Arm Mid-Mount @ 180°
- 450PB: Pier Base

Optional Control

- PEC: Electronic Button Photocontrol (120V-277V)
- PEC4: Electronic Button Photocontrol (480V)

Optional Fuse

- FHD: Double Fuse and Holder

Optional House Side Shield

- BLOC: Back Light Optical Control

Optional Fixed Dimming Resistor Board

- FDRB: Fixed Dimming Resistor Board

Physical

Fixture

- 1190ALED: Short Roof
- 1190BLED: Tall Roof

Fitter

- 5P: Slip fit 3" OD x 3" tall tenon/pole

Finish



Black
Textured



White
Textured



Park
Green
Textured



Arch
Med
Bronze
Tex



Dark
Bronze
Textured



Verde
Green



Swedish
Iron



Old
World
Gray
Tex



Old
Iron



Rust



Weathered
Cedar
Brown



Weathered
Black



Two
Tone



Custom
Match

CCT - Color Temp (K)



2,700K



3,000K



3,500K



4,000K



5,000K

Distribution Type



Type 2



Type 3



Type 4



Type 5

IP Rating



IP 65

Certifications



UL US
LISTED

Lens

P: Clear Textured Poly Acorn
A: Clear Textured Acrylic Acorn

Finish

BKT: Black Textured
WHT: White Textured
PGT: Park Green Textured
ABZT: Arch Med Bronze Tex
DBT: Dark Bronze Textured
VG: Verde Green
SI: Swedish Iron
OWGT: Old World Gray Tex
OI: Old Iron
RT: Rust
WBR: Weathered Brown
CD: Cedar
WBK: Weathered Black
TT: Two Tone
CM: Custom Match

Light Source

LED

12L: 12 LEDs
16L: 16 LEDs
24L: 24 LEDs

CCT - Color Temp (K)

27: 2,700K
30: 3,000K
35: 3,500K
40: 4,000K
50: 5,000K

Distribution Type

T2: Type 2
T3: Type 3
T4: Type 4
T5: Type 5

Electrical and control

Driver

MDL014: 120V-277V,140mA
MDH014: 347V-480V,140mA
MDL008: 120V-277V,80mA
MDH008: 347V-480V,80mA

How to Order

Mounting Configuration	Fixture	Fitter	LED	CCT - Color Temp (K)	Distribution Type	Driver	Lens	Optional Control	Optional Fuse ⁽²⁾	Optional House Side Shield ⁽³⁾	Optional Fixed Dimming Resistor Board	Finish
1W Wall Mount PT Post Top 1A 1 Arm Mount 1APT 1 Arm & Post Top 2A 2 Arm Mount @ 180° 2A90 2 Arm Mount @ 90° 2APT 2 Arm @ 180° & Post Top 3A 3 Arms @ 120° 3A90 3 Arms @ 90° 3APT 3 Arm @ 120° & Post Top 4A 4 Arms @ 90° 4APT 4 Arm @ 90° & Post Top 1AM 1 Arm Mid-Mount 2AM 2 Arm Mid-Mount @ 180° 450PB Pier Base	1190ALED Short Roof 1190BLED Tall Roof	5P Slip fit 3" OD x 3" tall tenon/pole	12L 12 LEDs 16L 16 LEDs 24L 24 LEDs	27 2,700K 30 3,000K 35 3,500K 40 4,000K 50 5,000K	T2 Type 2 T3 Type 3 T4 Type 4 T5 Type 5	MDL014 120V-277V, 140mA MDH014 347V-480V, 140mA MDL008 120V-277V, 80mA ⁽¹⁾ MDH008 347V-480V, 80mA ⁽¹⁾	P Clear Textured Poly Acorn A Clear Textured Acrylic Acorn	PEC Electronic Button Photocontrol (120V-277V) PEC4 Electronic Button Photocontrol (480V)	FHD Double Fuse and Holder	BLOC Back Light Optical Control	FDRB Fixed Dimming Resistor Board	BKT Black Textured ⁽⁴⁾ WHT White Textured ⁽⁴⁾ PGT Park Green Textured ⁽⁴⁾ ABZT Arch Med Bronze Tex ⁽⁴⁾ DBT Dark Bronze Textured ⁽⁴⁾ VG Verde Green SI Swedish Iron OWGT Old World Gray Tex OI Old Iron ⁽⁵⁾ RT Rust ⁽⁵⁾ WBR Weathered Brown ⁽⁵⁾ CD Cedar ⁽⁵⁾ WBK Weathered Black ⁽⁵⁾ TT Two Tone ⁽⁵⁾ CM Custom Match ⁽⁵⁾

- Notes:
1. 12L system only.

2. Ships loose for installation in base.

3. Not for use with T5 optic.

4. Smooth finishes are available upon request.

5. Custom colors require upcharge.

Specifications

Fitter	The aluminum fitter Includes 4 stainless steel Allen-head set screws for attachment to a pole/tenon, and shall slip fit a 3" OD x 3" tall tenon.
Hardware	Includes Stainless steel hardware. Most finishes will include hardware with a Black Oxide conversion coating. Light finishes will get non-color coated hardware (Whites and Silvers)
Lens	Clear textured acorn offered in impact resistant DR acrylic or UV stabilized polycarbonate material. An injection molding process adds a textured surface for glare mitigation.
Serviceability	Tool-less access to the driver compartment after the acorn is removed allows for trouble free servicing of the LED Driver and Surge Suppressor.
UL Listing	UL listed per UL1598 and CSA 22.2 No. 250.0 for the United States and Canada. Suitable for Wet Locations.
Electronic Driver	The LED driver is UL recognized and will be securely mounted inside the fixture, for optimized performance and longevity. It will be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections for fixture installation and maintenance. It will have DC voltage output and be a constant current design. It runs at 50/60HZ and will have overload, overheat, and short circuit protection. It will be supplied with a supplemental line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It will be a high efficiency driver with a THD less than 20% and a high-power factor greater than .9. It will be dimming capable using a 0-10V signal, consult factory for more information.
IP Rating	IP65 rated luminaire for enhanced protection against dust and water intrusion.
Finish	Our 6 Stage Polyester Powder coat paint system offers a beautiful high-end finish that holds up to even the most extreme environments. Each part is inspected for quality and consistency before being released for shipment. Our system exceeds AAMA 2604, AAMA 2605, ASTM D523 and ASTM D4214 requirements.
Traditional Finish	Traditional paint finishes are available in Sternberg Lighting's Traditional product line. A range of colors help accent the decorative elements on the product. Finishes are available in textured or smooth. Available finishes include: Black, White, Park Green, Architectural Medium Bronze and Dark Bronze
Sternberg Select Finish	The Sternberg Select antique-inspired palette adds a touch of vintage elegance to modern applications. Old World Gray Textured is a 1 part powder coat with metallic flakes. Verde Green and Swedish Iron is a 2 part finish that includes a powder coat base coat with a hand applied antique top coat. The top coat is unique to each application and changes over time.
Custom Finish	Custom finishes are offered to adapt to any application. Rust, Weathered Brown and Cedar are special 1 part powder coat finishes with a distinctive look. Old Iron and Weathered Black are 2 part finishes that includes a powder coat base coat with a hand applied antique top coat. The top coat is unique to each application and changes over time. Two-Tone and Custom Match options are available to blend Sternberg product with the site, consult factory for more information.
Warranty	7-year limited warranty. See Website for Terms and Conditions.
LEDs	The LEDs in this system will be fully shielded in a direct downward position to maximize efficiency. The LEDs are mounted to maximize thermal transfer to the heat sink surface. The LEDs shall be 100% recyclable; not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. Lumen maintenance shall be determined in accordance with IESNA TM-21, based on LED manufacturer LM-80 test data of no less than 6,000 hours and in-situ testing of the luminaire by an NVLAP accredited Energy Efficient Lighting Products lab. The high-performance white LEDs will have a predicted lumen depreciation of approximately 100,000 hours with greater than 70% of initial output at 25°C. The high brightness, high-output white LEDs shall be 4000K nominal (2700K, 3000K, 3500K or 5000K optional) correlated color temperature (CCT) with a 70 (minimum) color rendering index (CRI). Consult factory for custom CCT or CRI. The luminaire shall have a minimum _____ (see table) delivered initial lumens when operated at steady state with an average ambient temperature of 25°C (77°F). CCT Lumen Derate Values from 4,000K 2,700K (70+ CRI)=.85 3,000K (70+ CRI)=.92 3,500K (70+ CRI)=1.00 5,000K (70+ CRI)=1.00

Optics	The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type ____ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.
Backlight Optical Control	BLOC Optic (BLOC): An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire.
Fixed Dimming Resistor Board (FDRB)	Optional numbered 10-step selector switch allows for fine adjustment of the light levels in the field, repeatable from location to location. Offers dimming from 25% to 100% of the original output. Enclosure is composite material, sealed to protect components for the life of the product.
Photocontrols	Button Photocell: The photocontrol shall be mounted on the fixture and pre-wired to driver. The electronic button type photocontrol is instant on and will turn on at 1.5 footcandles and will turn off at 2-3 footcandles. See pole spec sheet for pole mounted version.

Lumen Chart(s)

Model #	T2 DELIVERED LUMENS	BUG	EFFICACY (LPW)	T3 DELIVERED LUMENS	BUG	EFFICACY (LPW)	T4 DELIVERED LUMENS	BUG	EFFICACY (LPW)	T5 DELIVERED LUMENS	BUG	EFFICACY (LPW)	WATTAGE
24L40T_-MDL014	8390	B2U3G2	95.3	8310	B3U3G3	94.4	8600	B2U3G3	97.7	8825	B3U3G2	100.3	88
24L30T_-MDL014	7745	B2U3G2	88.0	7670	B3U3G3	87.2	7940	B2U3G3	90.2	8145	B3U3G2	92.6	88
24L27T_-MDL014	7100	B2U3G2	80.7	7030	B3U3G3	79.9	7275	B2U3G3	82.7	7465	B3U3G2	84.8	88
16L40T_-MDL014	5735	B2U3G2	95.6	5565	B2U3G2	92.8	5905	B2U3G2	98.4	6015	B3U3G2	100.3	60
16L30T_-MDL014	5295	B2U3G2	88.3	5135	B2U3G2	85.6	5450	B2U3G2	90.8	5550	B3U3G2	92.5	60
16L27T_-MDL014	4855	B2U3G2	80.9	4710	B2U3G2	78.5	4995	B2U3G2	83.3	5090	B3U3G2	84.8	60
12L40T_-MDL014	4330	B1U3G2	94.1	4270	B2U3G2	92.8	4445	B1U3G2	96.6	4565	B2U3G2	99.2	46
12L30T_-MDL014	3995	B1U3G2	86.8	3940	B2U3G2	85.7	4105	B1U3G2	89.2	4215	B2U3G2	91.6	46
12L27T_-MDL014	3665	B1U3G2	79.7	3615	B2U3G2	78.6	3760	B1U3G2	81.7	3865	B2U3G2	84.0	46
12L40T_-MDL008	2625	B1U3G1	97.2	2585	B1U3G1	95.7	2675	B1U3G1	99.1	2755	B2U3G1	102.0	27
12L30T_-MDL008	2425	B1U3G1	89.8	2385	B1U3G1	88.3	2470	B1U3G1	91.5	2545	B2U3G1	94.3	27
12L27T_-MDL008	2220	B1U3G1	82.2	2185	B1U3G1	80.9	2265	B1U3G1	83.9	2330	B2U3G1	86.3	27

Options

A black, cylindrical button photocell with a flared top and a mounting screw on the side.

Button Photocell (PEC)

A black, rectangular dimming resistor board with a circular 10-step selector switch and two wires extending from the back.

Fixed Dimming Resistor Board (FDRB)

A black plastic double fuse holder with two 3A fuses inserted, accompanied by two O-rings and a screw.

Double Fuse Holder & (2) 3A Fuses (FHD)



Public Works Utility Operations

DATE: August 25, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: Cofell Change Order 1 for WU 149

REQUEST:

Change Order 1 with Cofell's Plumbing & Heating for the WU 149 project.

BACKGROUND INFORMATION:

Change Order 1 with Cofell's Plumbing & Heating is for the 52nd Street Watermain Extension Project (WU 149). The change order is for replacement of a culvert that was deteriorated and unable to be reused for the project, as well as a time extension. The amount of the change order is \$3,100.00 and the time extension is from 06/04/2026 to 09/11/2026. Change Order 1 is attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order 1 with Cofell's Plumbing & Heating for the WU 149 Project.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Change Order G-01

Change Order G-01

Date of Issuance: 07 August 2026	Effective Date:
Project: 52 nd Street Watermain Extension	
Owner: City of Bismarck	Owner's Contract No.: WUP No 149
Contractor: Cofell	Contract: General
Engineer: Apex Engineering Group Inc	Engineer's Project No.: 22.118.0177

The Contract Documents are modified as follows upon execution of this Change Order:

- Delete salvage and reset of existing culvert
- Add 40 LF of 15" corrugated metal culvert w/ 2 flared end sections
- Extend substantial completion date by 34 days from 05/01/2026 to 06/04/2026
- Extend final completion date by 98 days from 06/05/2026 to 09/11/2026

Attachments (list documents supporting change):

- Change description & illustration (1 pgs)
- Contractor Proposal (1 pgs)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 634,000.00

[Increase] [Decrease] from previously approved
Change Orders No. NA to No. NA:

\$ 0.00

Contract Price prior to this Change Order:

\$ 634,000.00

[Increase] [Decrease] of this Change Order:

\$ 3,100.00

Contract Price incorporating this Change Order:

\$ 637,100.00

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 05/01/2026

Ready for final payment (days or date): 06/05/2026

[Increase] [Decrease] from previously approved Change Orders
No. NA to No. NA:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 05/01/2026

Ready for final payment (days or date): 06/05/2026

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 34 days

Ready for final payment (days or date): 98 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 06/04/2026

Ready for final payment (days or date): 09/11/2026

RECOMMENDED:

By: Digitally signed by Blake W. Sander
Date: 2026.08.17 10:30:30-05'00'

Engineer (Authorized Signature)

Date: 17 August 2026

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized

Date: _____

Date: _____



Public Works Utility Operations

DATE: August 25, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: WWTP Pretreatment Slide Gates Change Order

REQUEST:

Change Order 12 with PKG Contracting for slide gates in the Pretreatment Building at the Wastewater Treatment Plant (WWTP).

BACKGROUND INFORMATION:

The WWTP Pretreatment Building vaults are scheduled to have coatings completed as part of the Flow Equalization and Reliability Improvements Project. It has been determined that the slide gates need to be replaced. These slide gates act as adjustable barriers to control, divert, or completely stop the flow of raw sewage through preliminary processes. Change order 12 with PKG Contracting in the amount of \$560,343 is for replacement of 16 slide gates and extends the date of completion to January 29, 2028. The amount of \$560,343 will be utilized from the owner contingency amount previously approved by Commission on November 26, 2024. The change order is attached for review.

RECOMMENDED CITY COMMISSION ACTION:

Approve Change Order 12 with PKG Contracting for replacement of 16 slide gates at the Wastewater Treatment Plant in the amount of \$560,343 and extend the date of completion as indicated.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. PKG CO 12_Pretreatment Slide Gates

CHANGE ORDER NO. 12

		Project No.
Owner:	City of Bismarck	2023-062
Owner’s Advisor:	HDR	10346857
Engineer:	HDR	10346857
Construction Manager at Risk:	PKG	2308
Project:	2023 WTP & WWTP CMAR	
Contract Name:	WWTP FEQ Improvements	
Work Authorization:	WA-5 WWTP GMP 2 – FEQ Improvements	
Date Issued:	08/13/2026	Effective Date of Change Order: 08/13/2026

The Contract is modified as follows upon execution of this Change Order:

Reference:

WORK AUTHORIZATION 5: WWTP GMP 2 – FEQ IMPROVEMENTS dated December 17, 2024.

Description:

Additional cost to remove and replace sixteen (16) each existing weir and slide gates in the WWTP Pretreatment Building. This work extends the duration of work in the Pretreatment Building chambers, which are currently on the critical path. The Substantial Completion date is changed to December 24, 2027, and the Final Completion date is changed to January 29, 2028. Attached is cost proposal from the Construction Manager at Risk for the work which includes:

1. Request for Proposal
2. Cost Proposal with price breakdown and modified Risk Register since this proposal includes additional CMAR contingency funding.
3. CPM schedule showing impact of the added work to current Substantial and Final Completion Dates.

This change order also amends the following portions of Work Authorization No. 5:

Page 15, City of Bismarck WWTP - Flow Equalization Project - Risk Register- 100% Development Design, add Item 21 at bottom of page:

21	NEW, pending Change Order	Engineering	Engineering	Pretreatment Basin Bypass Pumping for Existing Gate Demo and New Gate install	PCO	\$ 405,878	Extended Duration. Inability to complete gate work while coating contractor is working in same space.	Schedule Budget	Very High	PROBABILITY	Avoid Transfer Mitigate Accept	Schedule and coordinate work with coating contractor to allow as much overlap as possible.	Engineering	Lump Sum	\$ 154,865	50%	\$ 77,333	Completion of the installation of the gates.
		Construction	Construction							Construction								
		Owner	Owner							Owner								

Page 16, FEQ Risk Register Assumptions, Background Assumptions, add this paragraph:

“Pretreatment Bypass Pumping for Gate Work \$ 154,665

Added scope for removal and install of gates may cause bypass pumping to be needed for a longer period than the bid period. Based on 48 additional working days for the gates (~3 days per gate), this item would cover 10 additional weeks of bypass pumping (\$15,466.50/week)."

Except as expressly modified by this Change Order, all other terms and conditions of the Contract shall remain in full force and effect.

Attachments:

Pretreatment Weir Gate Replacements.pdf

Change in Guaranteed Maximum Price

Original Guaranteed Maximum Price this Work Authorization	\$25,799,540.00
Net decrease from previously approved Change Orders No. 1 to No. 11	-\$841.00
Guaranteed Maximum Price prior to this Change Order	\$25,798,699.00
Increase this Change Order No. 12:	\$560,343.00
Guaranteed Maximum Price incorporating this Change Order:	\$26,359,042.00

- ☐ 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	08/27/2027	10/18/2027	12/24/2027
Final Completion Date	09/30/2027	11/21/2027	01/29/2028

Issued by Owner's Advisor

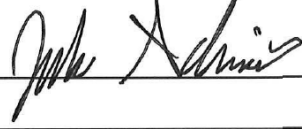
Authorized by Owner

By: Jeremy Smerage 
Title: Senior Construction Manager
Date: 08/13/2026

Recommended by Engineer (if required)

Proposed by CMAR

By: Jeremy Smerage 
Title: Senior Construction Manager
Date: 08/13/2026

Jake Schmidt 
Project Manager
8/14/2026



Planning Department

DATE: August 25, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6675

REQUEST:

Public hearing on Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat.

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 standards of the Comprehensive Plan, city ordinances, and other relevant law.

RECOMMENDED CITY COMMISSION ACTION:

Approve Ordinance 6675, an annexation of Block 2, Northern Sky Second Addition First Replat.

STAFF CONTACT INFORMATION:

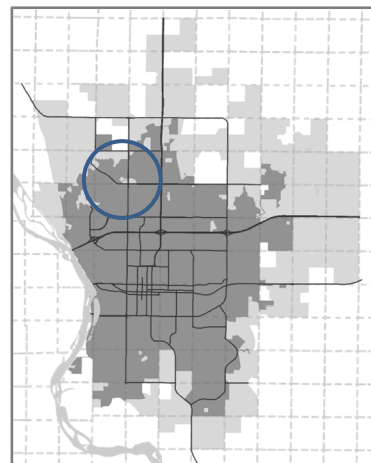
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

ATTACHMENTS:

1. Staff Report

Project Summary

<i>Title:</i>	Northern Sky Second Addition First Replat, Block 2
<i>Status:</i>	Board of City Commissioners - Public Hearing
<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

Planning and Zoning Commission

Annexations do not have a public hearing before the Planning and Zoning Commission. No members of the public provided a comment during the public comment period of the meeting. The Planning and Zoning Commission considered this request on June 24, 2026, and voted to recommend approval.

City Commission

The City Commission considered this request on July 14, 2026, and called for a public hearing.

In accordance with Section 40-51.2-05 of the North Dakota Century Code, Burleigh County and

(continued)

Hay Creek Township were notified of this request on July 23, 2026.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on July 29, 2026.

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

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

Review Standards and Findings of Fact

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

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.

(continued)

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.

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.

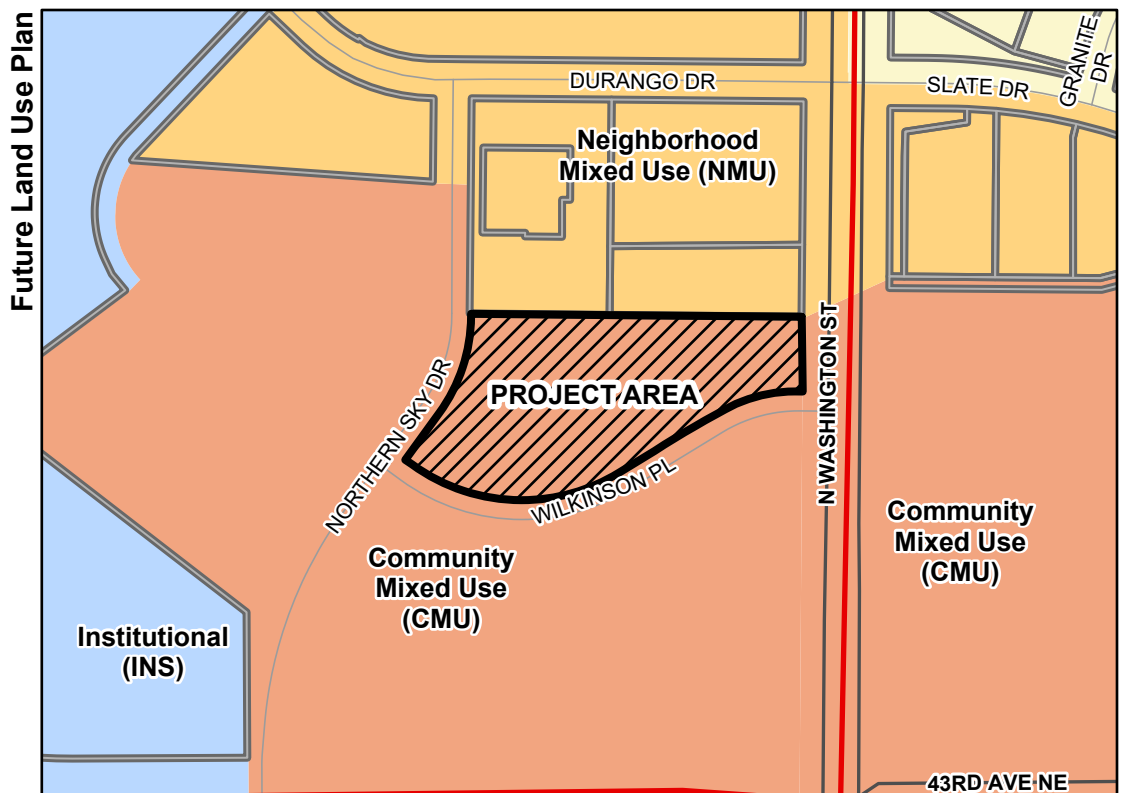
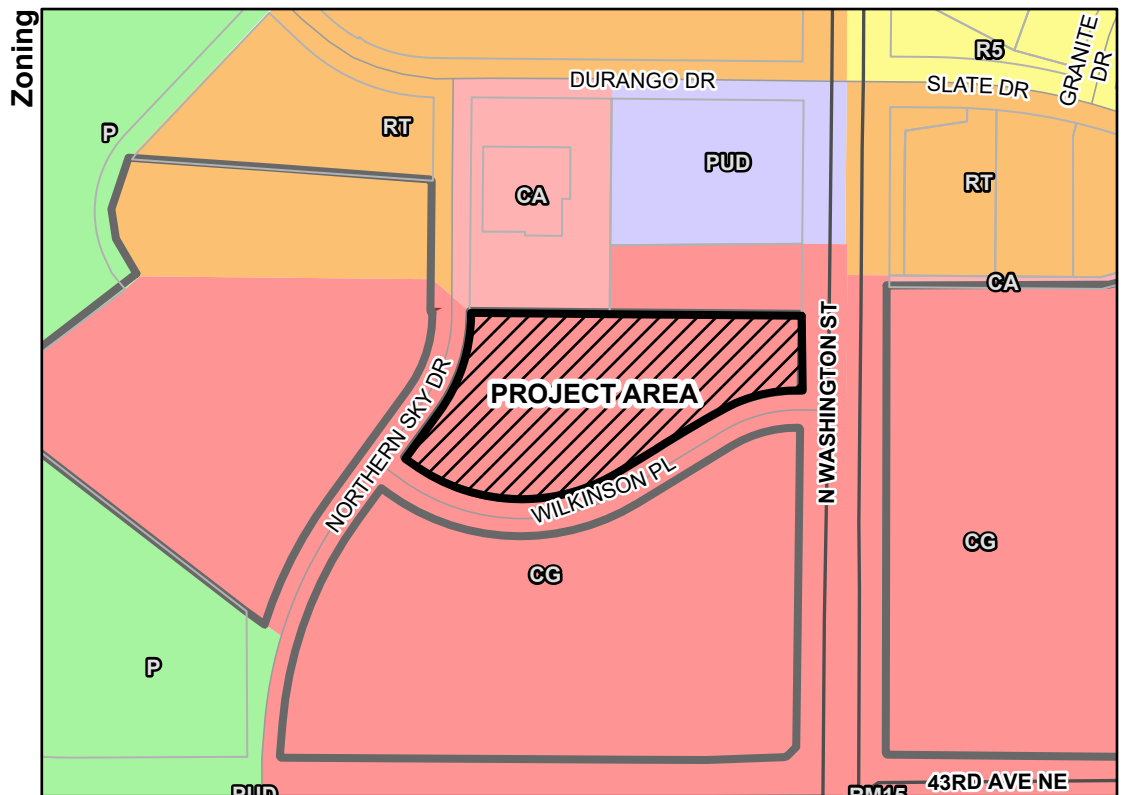
Zoning Districts

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
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

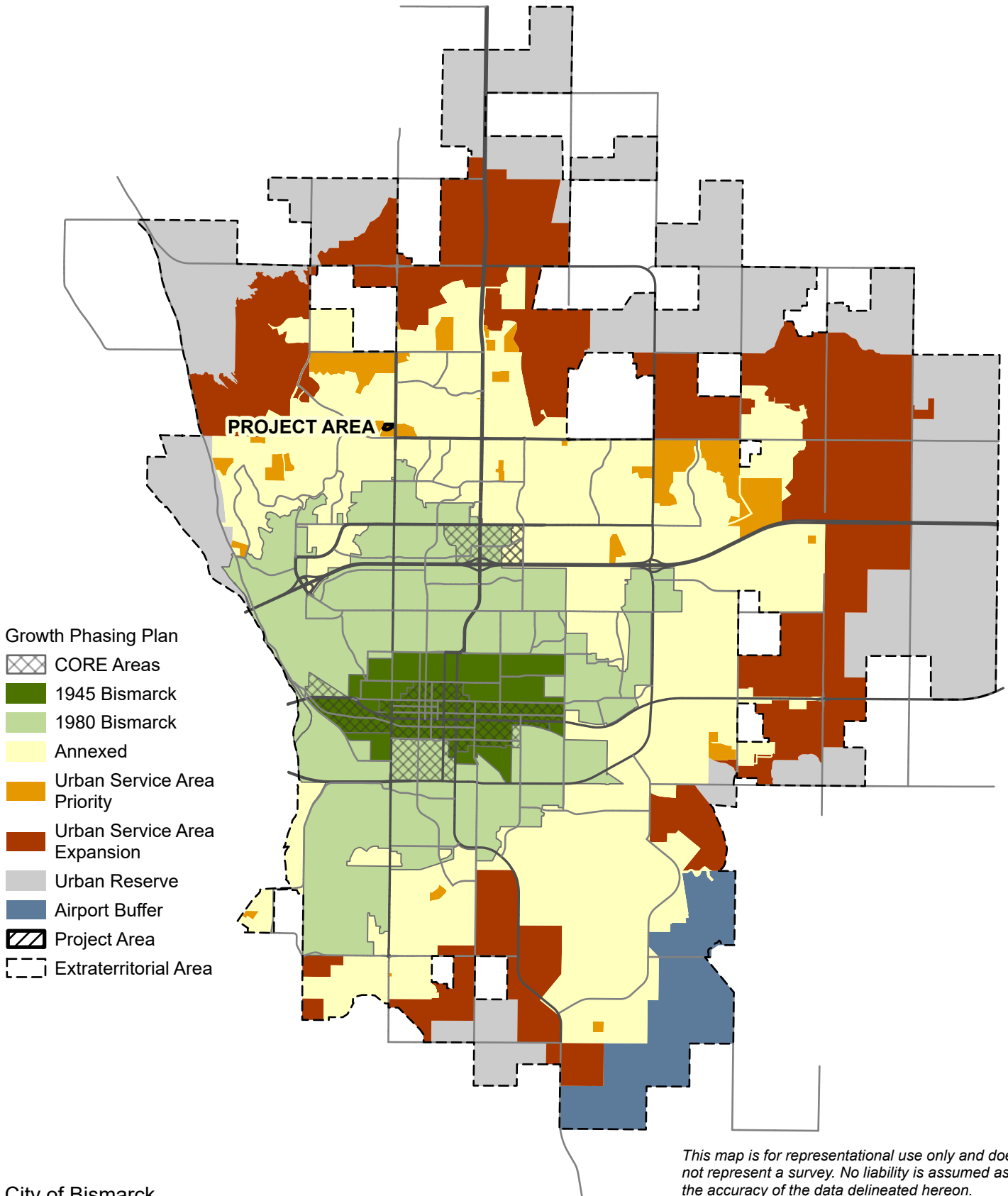


This map is for representational use only and does not represent a survey.
No liability is assumed as to the accuracy of the data delineated herein.

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 1048.63 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 184.89 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. MILLER, 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. Miller
TERRY D. MILLER
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
DURAND DRIVE (WEST)
ELEV 1916.66
NOTE 29

AREA DATA
LOTS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
STREETS 232,944 S.F. 5.35 ACRES
TOTAL 1,016,429 S.F. 23.38 ACRES

STATE OF NORTH DAKOTA
COUNTY OF Burleigh

CASEY CLAYTON, 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 CLAYTON 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.

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

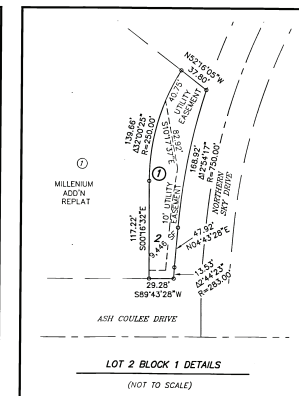
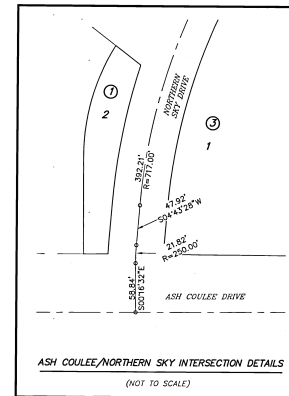
STATE OF NORTH DAKOTA
COUNTY OF Burleigh

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, 2023

WILLIE J. OLSEN
Notary Public
Burleigh County, North Dakota
MY COMMISSION EXPIRES May 15, 2023



SWENSON, HAGEN & COMPANY P.C.
309 Basin Avenue
Bismarck, North Dakota 58504
shag@swensonhagen.com
Phone (701) 221-2500
Fax (701) 221-2506



Planning Department

DATE: August 25, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6679 and Paradise Valley Third Addition

REQUEST:

Public hearing on Ordinance 6679, a zoning map amendment, and Paradise Valley Third Addition, a preliminary subdivision plat.

BACKGROUND INFORMATION:

EWR Bismarck Paradise Valley, LLC is requesting approval of a zoning map amendment from the existing RM30 – Residential (RM-Residential Multi-Family) zoning district to the CX-Commercial Mixed-Use and RM-Residential Multi-Family zoning districts, and a preliminary subdivision plat titled Paradise Valley Third Addition.

The applicant chose to opt into the new Land Development Code process which permits zoning map amendments (including those accompanied by preliminary subdivision plats) to appear for a public hearing by the Planning and Zoning Commission without an initial meeting for consideration/calling for a public hearing.

Zoning map amendments (including those accompanied by preliminary subdivision plats) still require two meetings before the City Commission (i.e., consideration and then a public hearing).

The project is located in south Bismarck, along the south side of Burleigh Avenue, between Rutland Drive and Boston Drive.

The Planning and Zoning Commission held a public hearing on this request on July 22, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:

Approve Ordinance 6679, a zoning map amendment, and Paradise Valley Third Addition, a preliminary subdivision 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

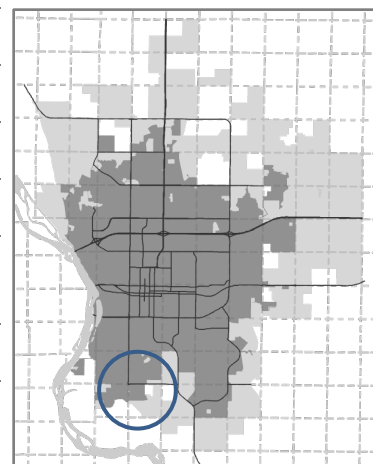
STAFF REPORT

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

Project ID: **ZC2026-007**
PPLT2026-005

Project Summary

<i>Title:</i>	Paradise Valley Third Addition
<i>Status:</i>	Board of City Commissioners - Public Hearing
<i>Property Owner(s):</i>	EWR Bismarck Paradise Valley, LLC
<i>Project Contact:</i>	Hanna Boese, PE, Lowry Engineering
<i>Project Location:</i>	In south Bismarck, along the south side of Burleigh Avenue between Rutland Drive and Boston Drive
<i>Project Size:</i>	14.33 acres
<i>Applicant Request:</i>	Replat and rezone the property to facilitate future mixed-use (residential & commercial) 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>	1 lot in 1 block	<i>Lots/Blocks:</i>	2 lots in 1 block
<i>Land Use:</i>	Developing residential	<i>Land Use:</i>	Residential and commercial mixed-use
<i>Future Land Use:</i>	Neighborhood Mixed Use (NMU)	<i>Future Land Use:</i>	No change
<i>Zoning:</i>	RM30 – Residential (RM – Residential Multi-Family)	<i>Zoning:</i>	CX-Commercial Mixed-Use RM-Residential Multi-Family
<i>Uses Allowed:</i>	RM30 – Multi-family residential	<i>Uses Allowed:</i>	CX – Neighborhood commercial RM – Multi-family residential

Area Information

Property History

<i>Zoning Jurisdiction:</i>	Bismarck City Limits	<i>Zoned:</i>	Pre-LDC:02/2023 LDC: 10/2026
<i>Township:</i>	N/A (City of Bismarck)	<i>Platted:</i>	01/2023
<i>Neighborhood:</i>	Paradise Valley	<i>Annexed:</i>	08/2022

(continued)

Project Narrative

EWR Bismarck Paradise Valley, LLC is requesting approval of a zoning map amendment from the existing RM30 – Residential (RM-Residential Multi-Family) zoning district to the CX-Commercial Mixed-Use and RM-Residential Multi-Family zoning districts, and a preliminary subdivision plat titled Paradise Valley Third Addition.

The applicant intends to replat the existing single parcel into a two-lot in one-block subdivision where the larger, northern lot would be zoned CX-Commercial Mixed-Use and the southern lot would be zoned RM-Residential Multi-Family (which is roughly equivalent to the current RM30 – Residential zoning district).

There are a series of four-unit townhouse-style buildings being constructed on what will become the southern lot, for which a site plan was

approved on July 14, 2025. The applicant intends to create a mixture of commercial and apartment-style residential uses on the northern lot; a tentative, preliminary site plan for the northern lot is attached. The replat will ensure that both parcels have sufficient easements for utilities and access.

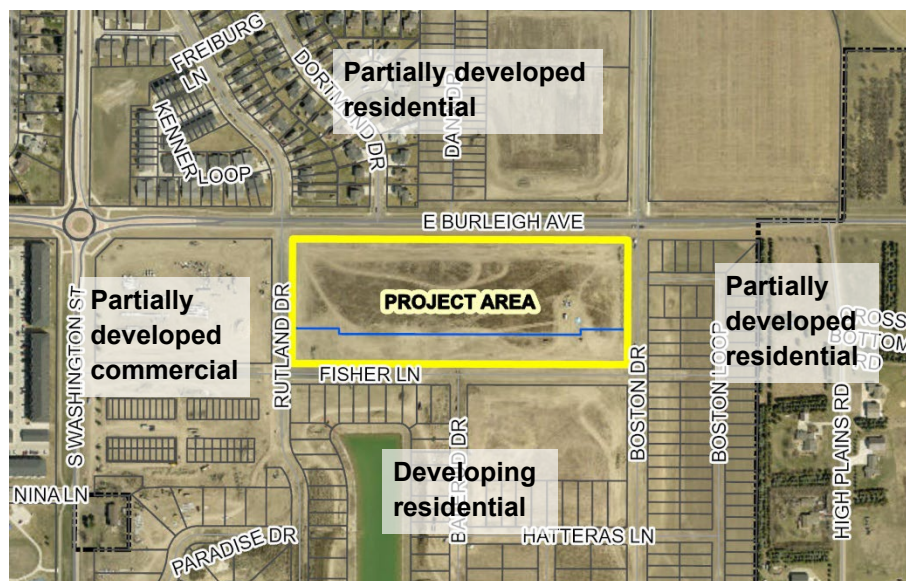
The applicant chose to opt into the new Land Development Code (LDC) process which permits zoning map amendments (including those accompanied by preliminary subdivision plats) to appear for a public hearing by the Planning and Zoning Commission without an initial meeting for consideration/calling for a public hearing.

Zoning map amendments (including those accompanied by preliminary subdivision plats) still require two meetings before the City Commission (i.e., consideration and then a public hearing).

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 described as the social and commercial gathering spaces for the immediate surrounding residential areas. Goals and

objectives of this plan, as they relate to zoning map amendments and preliminary subdivision plats under the LDC, are referenced in review standards below.

(continued)

The project area is on the northern edge of the developing Paradise Valley neighborhood. To the north, east, and south, is developing or partially developed land primarily with single- and two-family dwellings. To the west is partially developed commercial land.

Public Engagement

Planning and Zoning Commission

The public was duly notified of this request. A notice was published in the Bismarck Tribune on July 9 and 16, and 45 postcards were mailed to the owners of nearby properties on July 10, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on July 7, 2026.

The Planning and Zoning Commission held a public hearing on this request on July 22, 2026. Staff received one inquiry prior to the hearing, but did not receive any written comments. No members of the public spoke at the hearing. At the conclusion of the hearing, the Planning and Zoning Commission voted to recommend approval of the request.

City Commission

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 13 and 20, 2026.

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

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

Review Standards and Findings of Fact

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

Zoning Map Amendment

The amendment is consistent with the Future Land Use Plan and all other provisions of the Comprehensive Plan – 14-20-05(10)(d)(i)

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 amendment adheres to the general intent and purpose of this Code – 14-20-05.10(d)ii

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.

The proposed zoning district is compatible with adjacent land uses and zoning – 14-20-05(10)(d)(iii)

Yes. Adjacent uses are described in the Project Context section above. The proposed zoning district would allow a variety of residential uses as well as neighborhood-supporting commercial uses. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

Proper administrative procedures related to the request have been followed – 14-20-05(10)(d)(iv)

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

(continued)

submittal of this report to the Planning and Zoning Commission and the City Commission.

Public hearings were scheduled by the Planning and Zoning Commission and the City Commission for this request, and all requirements for notice of these hearings have been met, as documented in this report above.

The amendment will not adversely impact the public health, safety, and general welfare – 14-20-05(10)(d)(v)

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.

Preliminary Subdivision Plat

The subdivision complies with the applicable dimensional standards of this Code – 14-20-06(3)(c)(iv)(1)

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 setback and lot coverage requirements. All rights-of-way and dedicated easements conform to design standards of the subdivision ordinance.

The subdivision adheres to the Major Street Plan – 14-20-06(3)(c)(iv)(2) ([Major Street Plan](#))

Yes. The following corridors are identified in the Major Street Plan and are adjacent to the boundary of the proposed subdivision: East Burleigh Avenue and Boston Drive. Neither the plat nor the anticipated development are expected to interfere with the Major Street Plan. A plan reference map is attached to this staff report.

Vehicle trips generated by the proposed subdivision will be adequately supported by the transportation system – 14-20-06(3)(c)(iv)(3)

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 – 14-20-06(3)(c)(iv)(4)

Yes. Subdivision design requirements, such as maximum block length, intended to promote street connectivity have been met, and there are no cul-de-sacs or dead-end streets in the proposed subdivision. The City's Secondary Vehicular Access ordinance 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 – 14-20-06(3)(c)(iv)(5)

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.

A neighborhood park will be available within walking distance for all urban residents – 14-20-06(3)(c)(iv)(6)

Yes. Adequate parks and open space already exist to serve anticipated residents of this subdivision. The requirements of the neighborhood parks and open space policy have been waived by the Bismarck Parks and Recreation District per Section 14-16-02(2)(b)(iii). The plat area is a replat of an area served by the Parks Development Agreement of the original Paradise Valley Addition.

The subdivision is designed to minimize natural hazards and impacts to environmentally sensitive land – 14-20-06(3)(c)(iv)(7)

Yes. The proposed subdivision is not located within the Special Flood Hazard Area (SFHA),

(continued)

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

Stormwater runoff impacted by this subdivision is adequately managed to protect public and private investments and the natural environment – 14-20-06(3)(c)(iv)(8)

Yes. There is a plan to manage any stormwater runoff generated by this subdivision. A scoping sheet for a post-construction stormwater management permit (PCSMP) has been approved by the City Engineer, and the PCSMP will be approved prior to submittal of a final plat.

Water supply systems will be adequately supplied by the City or seamlessly transition from a rural to an urban system through cooperation with the South Central Regional Water District – 14-20-06(3)(c)(iv)(9)

Yes. The proposed subdivision will be served with municipal water upon development and no future transition will be necessary.

The City's investment in infrastructure associated with the proposed subdivision is expected to receive a proportional long-term return to residents through future revenues or other public goods associated with the proposed subdivision – 14-20-06(3)(c)(iv)(10)

Yes. The future revenue and other public goods generated by the proposed subdivision are expected to be proportional to the public costs of development. Public costs associated with provision of municipal water and sewer service to new development will be adequately compensated for through payment of utility capital charges. The initial development will be funded by the developer or through special assessment of properties benefitted by said improvements, as outlined in the Development Cost Policy. Ongoing costs of maintenance and operation of all public facilities will be offset by property and/or sales tax derived from the proposed subdivision.

Technical specifications required of the preliminary plat have been met – 14-20-06(3)(c)(iv)(11)

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

Proper administrative procedures related to the request have been followed – 14-20-06(3)(c)(iv)(12)

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 preliminary 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 the City Commission.

The subdivision will not adversely impact the public health, safety, and general welfare – 14-20-06(3)(c)(iv)(13)

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 existing RM30 – Residential (RM-Residential Multi-Family) zoning district to the CX-Commercial Mixed-Use and RM-Residential Multi-Family zoning districts, and a preliminary subdivision plat titled Paradise Valley Third Addition.

(continued)

Planning Staff

Based on the above findings, staff recommends approval of the zoning map amendment from the existing RM30 – Residential (RM-Residential Multi-Family) zoning district to the CX-Commercial Mixed-Use and RM-Residential Multi-Family zoning districts, and a preliminary subdivision plat titled Paradise Valley Third Addition.

Attachments

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

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

**CITY OF BISMARCK
ORDINANCE NO. 6679**

<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 14-02-02 OF THE CITY OF BISMARCK CODE OF ORDINANCES, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the RM-Residential Multi-Family zoning district and included in the CX-Commercial Mixed-Use zoning district:

Lot 1, Block 1, Paradise Valley Third Addition

Section 2. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the RM-Residential Multi-Family zoning district and included in the RM-Residential Multi-Family zoning district:

Lot 2, Block 1, Paradise Valley Third 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.

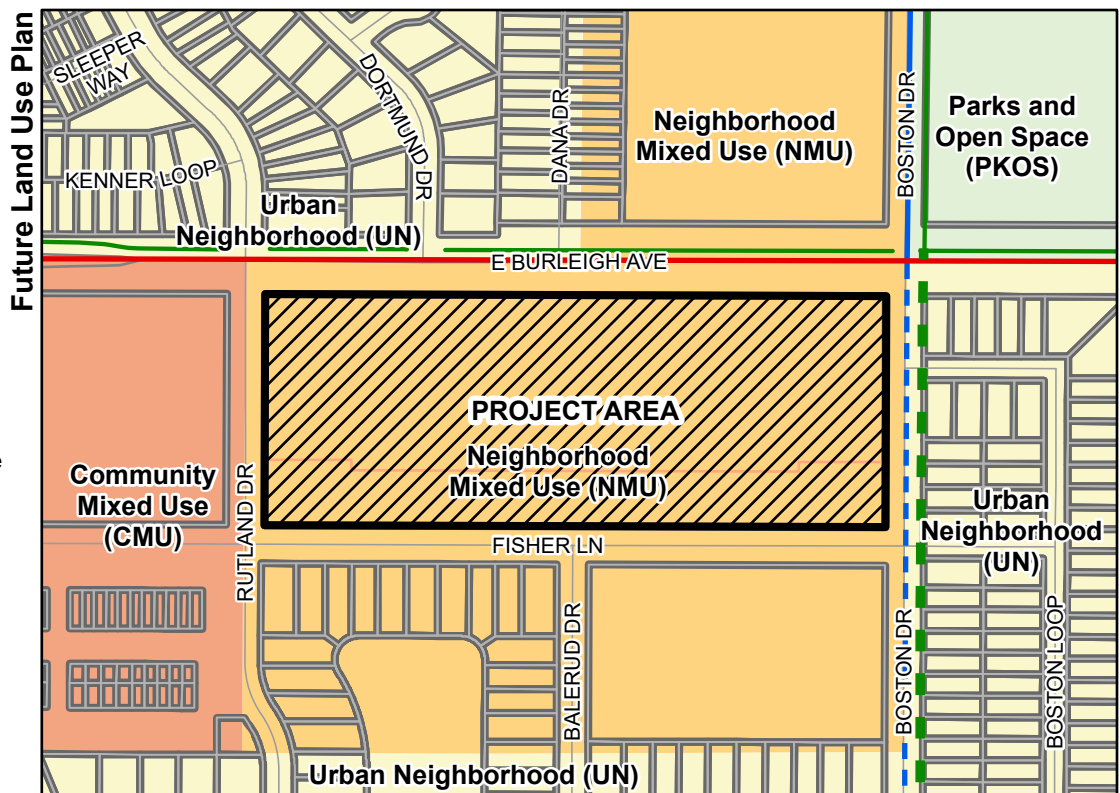
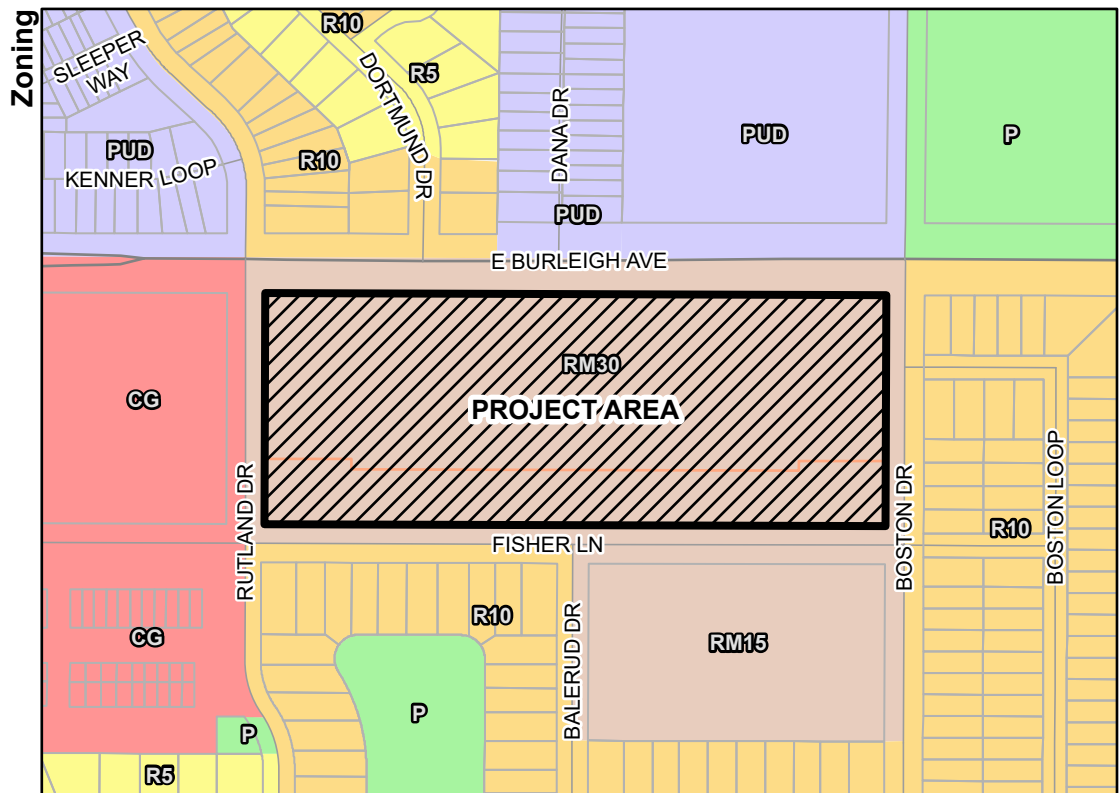
Zoning Districts

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

Future Land Use Plan

UN	Urban
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural
TR	Residential
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
- - - Future Shared Use Trail
- Existing Shared Use Trail



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.

0 290 580 1,160 Feet

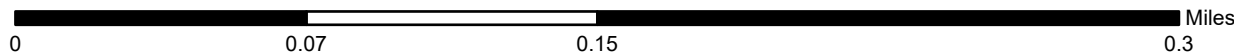
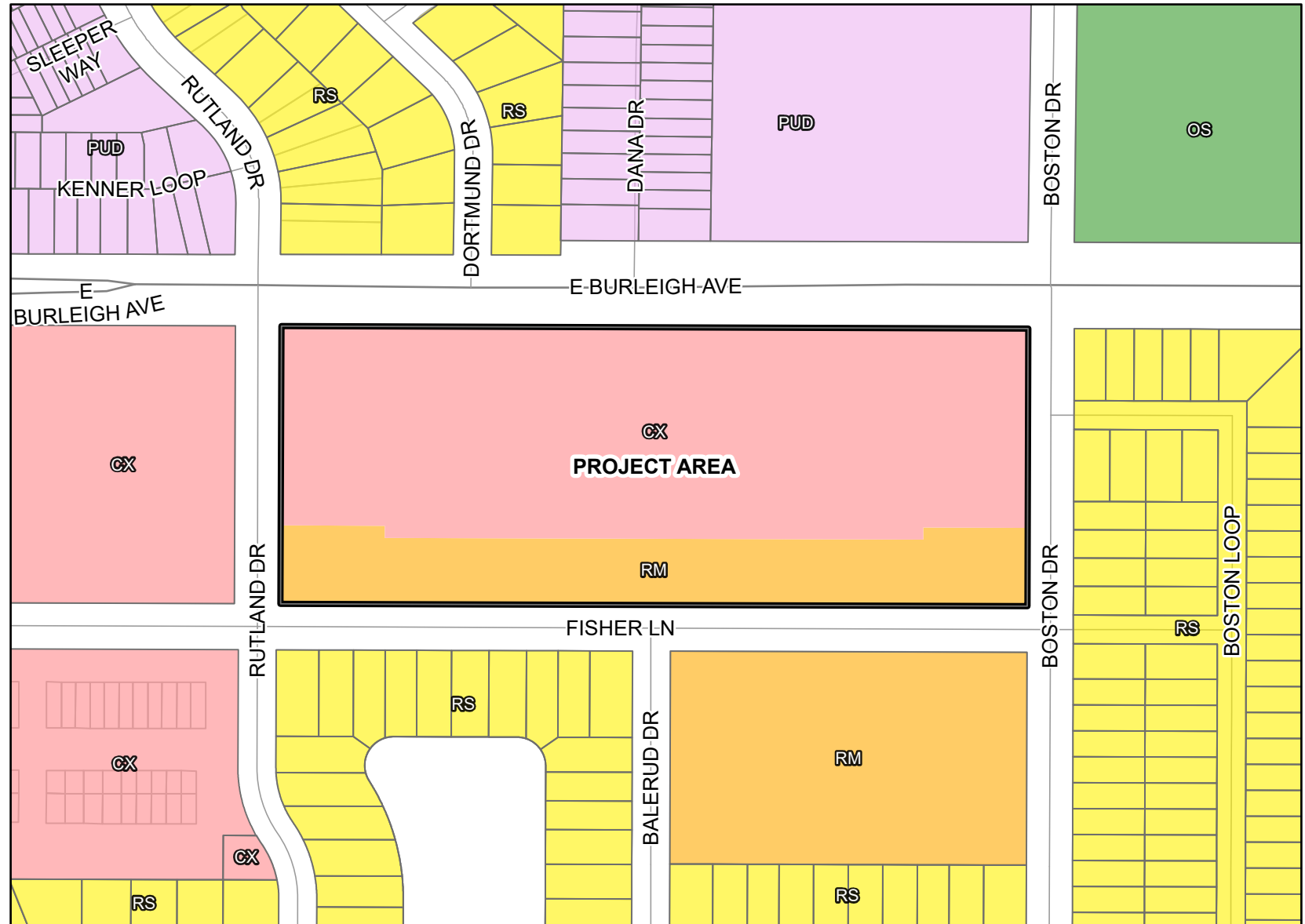


City of Bismarck
Planning Department
July 13, 2026

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
 - OS** Open Space



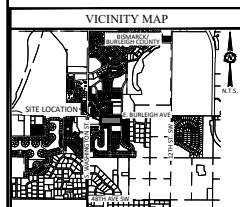
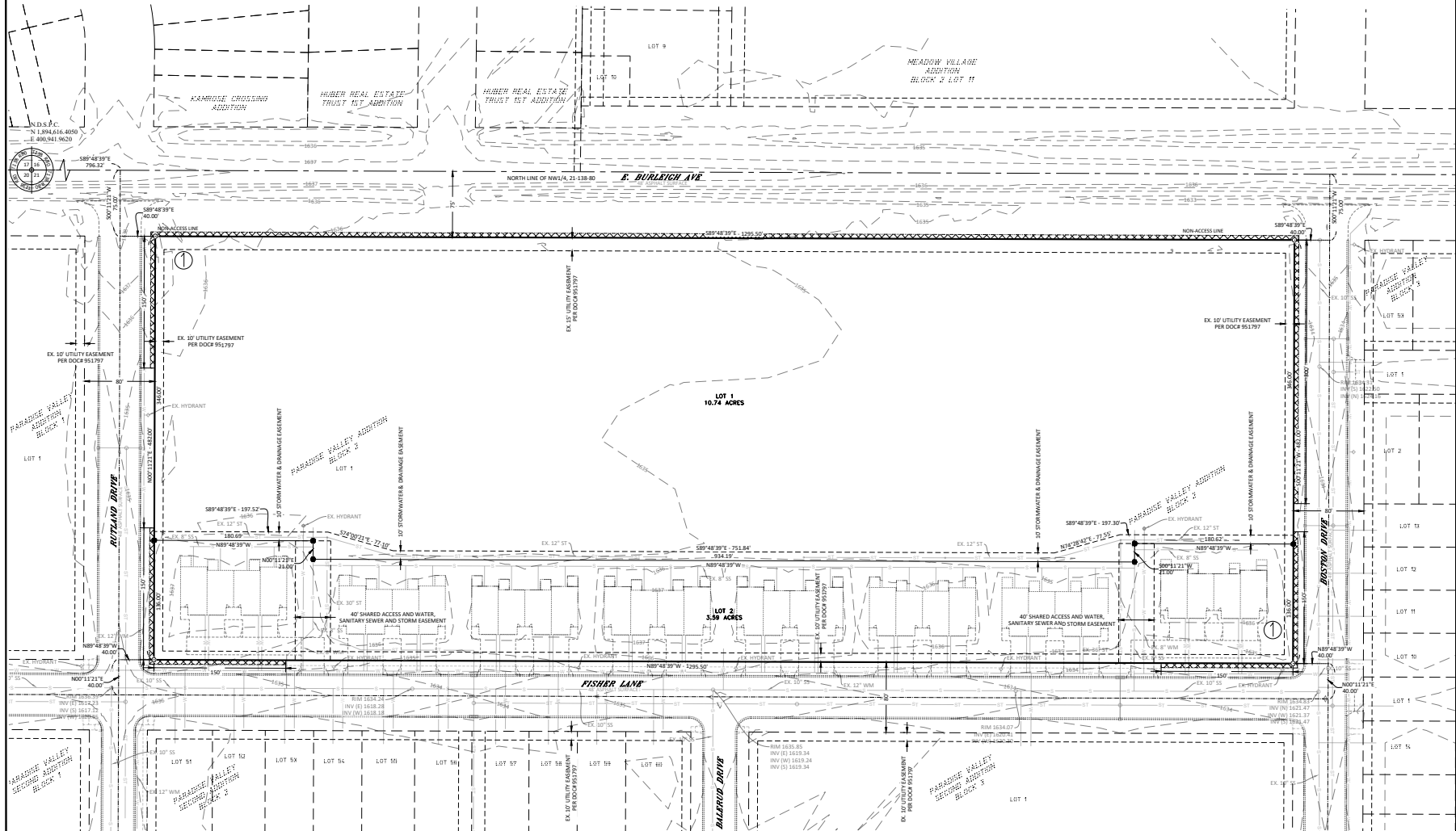
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City of Bismarck
Planning Department
July 16, 2026

PARADISE VALLEY THIRD ADDITION

A REPLAT OF LOT 1 BLOCK 2 OF PARADISE VALLEY ADDITION,
IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN
BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA

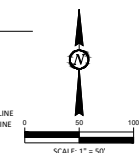


LOWRY
ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104
DATE: 07/02/20

SHEET 1 OF 2

AREA		
LOTS	624,430 SF	14.33 ACRES
RIGHT-OF-WAY	0 SF	0 ACRES
TOTAL	624,430 SF	14.33 ACRES

LEGEND	
(P)	BLOCK #
○	MONUMENT SET
—	MONUMENT FOUND
---	EX. EASEMENT
---	EX. PROPERTY LINE
---	EX. SECTION LINE
---	PROPERTY BOUNDARY LINE
---	NEW ROW/PROPERTY LINE
---	NEW EASEMENT LINE
XXXXXX	EX. NON-ACCESS LINE



SURVEY INFORMATION

DATE OF SURVEY: DECEMBER 2021
BASIS OF BEARING: ND STATE PLANE SOUTH ZONE NAD83 (3302)
ADJUSTMENT 1986. UNIT OF MEASURE IS INTERNATIONAL FEET.
CONTOUR VERTICAL DATUM: NAVD 88
TOPOGRAPHIC CONTOURS ARE DERIVED FROM SURVEY.
BENCHMARK USED: T-NUT HYDRANT LOCATED IN THE NORTHWEST CORNER OF SECTION 21 NEAR THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH WASHINGTON STREET AND E. BURLEIGH AVE HAS AN ELEV: 1640.98' (NAVD 88)

NOTES

- ALL DISTANCES SHOWN ARE GROUND MEASUREMENT.
- EXISTING SITE ZONED AS RM - RESIDENTIAL MULTI-FAMILY.
- ADJACENT ZONING = EX - COMMERCIAL MIXED USE
RM - RESIDENTIAL MULTI-FAMILY
RS - RESIDENTIAL SUBURBAN
PUD - PLANNED UNIT DEVELOPMENT
OS - OPEN SPACE
4. PROPOSED ZONING = EX - COMMERCIAL MIXED USE (NORTH LOT)
RM - RESIDENTIAL MULTI-FAMILY (SOUTH LOT)



Legal Department

DATE: August 25, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6678

REQUEST:

Request to continue the public hearing on Ordinance 6678 to amend sections 5-01-01, 5-01-06, 5-01-07, 5-01-13, and 5-03-05, of the City of Bismarck Code of Ordinances Relating to Alcoholic Beverages and Civic Center Exception, and Repeal 5-01-20 Relating to Enclosed Booths and Access to Licensed Premises and 5-10-01 Relating to Sunday Opening of Grocery Stores, due to publication deadlines.

BACKGROUND INFORMATION:

This ordinance continues the City's ongoing effort to update the Code of Ordinances by clarifying ordinance language and removing unnecessary or outdated provisions. Ordinance 5-10-01 relating to the Sunday Opening of Grocery Stores was based on N.D.C.C. § 12.1-30-03, which was repealed in 2019.

RECOMMENDED CITY COMMISSION ACTION:

Continue the public hearing to September 28, 2026 for Ordinance 6678.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Ordinance 6678

CITY OF BISMARCK
ORDINANCE NO. 6678

First Reading

Second Reading

Final Passage and Adoption

AN ORDINANCE TO AMEND SECTIONS 5-01-01, 5-01-06, 5-01-07, 5-01-13, 5-03-05, OF THE CITY OF BISMARCK CODE OF ORDINANCES (1986 REV.), AS AMENDED, RELATING TO ALCOHOLIC BEVERAGES AND CIVIC CENTER EXCEPTION, AND REPEAL 5-01-20 RELATING TO ENCLOSED BOOTHS AND ACCESS TO LICENSED PREMISES AND 5-10-01 RELATING TO SUNDAY OPENING OF GROCERY STORES.

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

Section 1. Amend. Section 5-01-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Definitions, Alcoholic Beverages, is hereby amended to read as follows:

5-01-01. Definitions. For purposes of this chapter the following words and phrases have the meanings respectively ascribed herein:

* * * * *

4. ~~“Growler” means a glass bottle not to exceed 64 ounces that is filled with beer by a licensee or an employee of a licensee with beer from a keg. The sale of growlers, in compliance with this Chapter, is authorized only for class D, E and O licensees approved to sell alcoholic beverages both on sale and off sale. The filling of growlers by means of tapped keg shall not constitute the breaking of a package as defined in this Chapter. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler or produced by the licensee pursuant to applicable laws. Only professionally sanitized and sealed Growlers may be filled and made available for retail sale. The sale of a filled growler shall be considered off sale. A growler with a broken seal shall be considered an open container for the purposes of City Ordinance 6-07-07.~~

54. "Licensed premises" means the premises on which alcoholic beverages are normally sold or dispensed and shall be delineated by diagram or blueprint which shall be included with the license application or the license renewal application. Licensed premises includes all areas where alcoholic beverages are routinely stored, displayed, opened or mixed, and all lounges, bars and restaurants where alcoholic beverages are dispensed. ~~Meeting rooms, banquet rooms, the Event Center arena, or other rooms not part of the licensed premises may be~~

~~leased and designated by groups or individuals for events such as receptions, banquets, Event Center events, or similar events at which alcoholic beverages may be consumed provided that the licensee does not open, mix or dispense alcoholic beverages in those areas not licensed.~~

65. "Licensee" means the person to whom a license has been issued under the provisions of this chapter.

76. "Liquor" means any alcoholic beverage other than beer.

87. "Lodge" or "club" means any corporation or association organized for civic, fraternal, social or business purposes, or for the promotion of sports, which has at least 200 members at the time a license is applied for pursuant to this chapter, and was in existence at the time of the adoption of the Liquor Control Act of the state. For the purposes of this section, the date of the adoption of the Liquor Control Act of the state shall be November 3, 1936.

98. "Off-sale" means the sale of alcoholic beverages in original packages for consumption off or away from the premises where sold. A licensee with an off-sale license only, however, may periodically provide complimentary samples of alcoholic beverages for promotional purposes, to be consumed on the premises. Whenever any alcoholic beverages or food are served to be consumed "on premises," the licensee shall comply with all ordinances relating to the service of food.

409. "On-sale" means the sale of alcoholic beverages for consumption only on the premises where sold except that nothing in this section shall prohibit any person from taking and consuming a lawfully purchased on-sale alcoholic beverage from one licensed premises to another licensed premises located contiguously in the same building

4410. "Packages" and "original package" means any container or receptacle holding alcoholic beverages which is corked or sealed by the manufacturer and which cork or seal has not been removed or broken prior to the sale of such package to the purchaser.

4211. "Person" means persons, partnerships, other unincorporated associations and corporations.

4312. "Sale" means any transfer, exchange, or barter in any manner or by any means whatsoever for a consideration, and includes all sales made by any person, whether principal proprietor, agent, servant or employee.

4413. "Sell at retail" or "sale at retail" means a sale to a consumer for use or consumption and not for the purpose of resale in any form.

4514. "Transfer" means any assignment, sale, exchange or other conveyance of any license issued pursuant to the provisions of this chapter. A transfer is deemed to have occurred upon the assignment, sale, exchange or other conveyance of fifty percent or more of the interest in a partnership or stock in a corporation, whether such assignment, sale, exchange or other conveyance

occurred in one single transaction or multiple transactions. However, the term "transfer" does not apply to the following described conveyances:

* * * * *

e. When an individual licensee transfers a license to a blood relative of the first degree, as defined by the North Dakota Century Code, or to a grandchild of the individual licensee if the grandchild's parents are deceased. For purposes of this subsection only, conveyance of shares of stock in a corporate licensee ~~are~~ is not a "transfer" if the person seeking to convey shares of stock owns at least a majority of the outstanding shares of stock in the corporation.

* * * * *

~~46~~15. "Wholesaler" means any person engaged in the sale and distribution of liquor or beer at wholesale to persons holding a retail license for the sale and distribution of alcohol and alcoholic beverages within the state or in interstate commerce.

~~47~~16. "Wine" means the alcoholic beverage obtained by fermentation of agricultural products containing natural or added sugar or such beverage fortified with brandy and containing not more than twenty-four percent alcohol by volume.

Section 2. Amend. Section 5-01-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Classes of Retail Licenses, is hereby amended to read as follows:

5-01-04. Classes of Retail Licenses.

2. Licenses for the retail sale of alcoholic beverages ~~liquor or the retail sale of beer~~ are divided into the following classes for the purpose of determining the number of licenses to be issued and outstanding:

* * * * *

b. Class B. All Class B licenses authorize the licensee to sell on-sale.

1. Class B-1. To the operator of the beverage concession at the airport terminal building. The license may not be transferred and must be held only by the operator who has been awarded the concession, and be held only for the period of the operator's concession and shall terminate with the termination of the concession contract or lease. ~~The license fees therefor shall be paid to the airport fund. A Class "B" license shall authorize the licensee to sell "on-sale".~~

* * * * *

3. Class B-3. Food and beverage licenses for liquor, wine and beer for commercial passenger vessels on the Missouri River, not engaged in interstate commerce, subject to the following restrictions and conditions:

* * * * *

(e) ~~Gross sales of alcoholic beverages may not be greater than 45 percent of total gross sales of and alcoholic beverages.~~

(f) The vessel and its operations comply with state law regarding minors in licensed premises as listed in North Dakota Century Code Title 5.

* * * * *

c. Class C. A Class C license authorizes the licensee to sell on-sale only, however, this restriction does not preclude customary room service to registered guests of the licensee.

1. Class C-1. To a hotel or motel that provides at least one hundred rooms for transient guests with continuous service and dining facilities with a seating capacity of at least fifty seats as a part of the hotel or motel operations and a full menu normally provided by a restaurant, and maintained and open seven days a week. The fifty seats for dining facilities are in addition to seating facilities for customers for the liquor facilities. ~~A Class "C" license authorizes the licensee to sell "on-sale" only, however, this restriction does not preclude customary room service to registered guests of the licensee.~~

* * * * *

d. Class D. To any applicant for the sale at retail of alcoholic beverages other than applicants in other classifications. The total number of Class D licenses issued in any year may not exceed twenty-four, plus one additional license for each 2,500 people in excess of 60,000 people, as shown by the most recent official estimated census. New Class D licenses or Class D licenses revoked or not renewed may be issued only pursuant to ~~section~~ Section 5-01-06. ~~A Class D licensee that does not have an "on-sale" location may be issued an event permit under Section 5-01-13 to sell alcoholic beverages "on-sale" at locations as designated in the permit.~~

f. 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.

Class F-2 - Beer and wine only.

* * * * *

(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~~ Section 5-01-09.

* * * * *

g. Class G. A license to sell catered alcoholic beverages on-sale only, may be issued subject to the following conditions:

* * * * *

(3) Gross sales of alcoholic beverages may not be greater than 45 percent of the total gross sales of food and alcoholic beverages. All Class 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~~ 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.

* * * * *

i. Class I.

1. Class I-1. To an applicant for the sale of "on-sale" only beer, wine and liquor, subject to the following conditions:

(d) Once a license has been established at a particular location, the license may not be transferred to another location.
~~The licensee may not sponsor or permit public dances or public dancing at a time when alcoholic beverages are being dispensed or consumed. Minors cannot have view of the location where alcoholic beverages are dispensed.~~

Section 3. Amend. Section 5-01-06 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to License Application, is hereby amended to read as follows:

5-01-06. License Application.

1. Applications for licenses issued pursuant to this chapter must be submitted on an application form provided by the city, ~~under oath~~, and set forth all information as may be required to determine qualifications. Applications not completed in full as required or not accompanied by the required fee must be rejected.

* * * * *

3. Applications to renew a license for a second or subsequent year and required annual license fee, which shall be refunded if the application is not approved, must be filed with the office of city administration no later than July December 1. An application fee is not required for applications for a second or subsequent year.

* * * * *

5. If an application for a license renewal is not filed and approved prior to ~~August~~ December 1, the licensee must cease business after July December 31, and may apply for a new license, if available, pursuant to this section.

Section 4. Amend. Section 5-01-07 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Hearing to Approve License Application and Site Location, is hereby amended to read as follows:

5-01-07. Hearing to Approve License Application and Site Location.

* * * * *

4. A holder of a liquor license may not rent or lease the use of the license to any other party. A holder of a liquor license may not operate more than one entity under a single license except when specifically allowed by the license unless:

* * * * *

~~A licensee may not rent or lease the use of the license to any other party.~~

* * * * *

Section 4. Amend. Section 5-01-13 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Event Permits to Sell at Designated Locations, is hereby amended to read as follows:

5-01-13. Event Permits to Sell at Designated Locations.

1. Pursuant to N.D.C.C. 5-02-01.1, the City Administrator, acting under the authority of the Board of City Commissioners, may by an event permit authorize a licensee to engage in the "on-sale" of alcoholic beverages at events on licensed premises designated by the permit. ~~Except for events at the Bismarck Event Center, the~~ The permit shall not be valid for a period of greater than seven consecutive days. The City Administrator may issue up to 14 permits from one application if the application covers a reoccurring event for consecutive days at one location. ~~For events at the Event Center conducted by the City's liquor vendor, the City Administrator may issue one permit for multiple events for up to one month. For the purposes of this section, the Event Center shall include the Arena, the Exhibit Hall and the Belle Mehus Auditorium.~~

a. An event permit authorizes a qualified licensee to engage in the sale of alcoholic beverages at a non-recurring or one-time event. The event must be held for the purpose of celebrating, commemorating, or

promoting a specific occasion or cause. The ~~vent~~ event must be ~~district~~ distinct from the licensee's regular business operations and held at a location other than the licensee's regular business premises. Events must have a defined purpose, date(s), and host. Events shall not be ~~uses~~ used to serve as a recurring or continuous alcohol outlet.

* * * * *

Section 5. Repeal. Section 5-01-20 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Enclosed Booths and Access to Licensed Premises, is hereby repealed:

~~5-01-20. Enclosed Booths and Access to Licensed Premises. A non-sale licensee may not construct, place or maintain in any closed booth, and all booths within licensed premises must be open and readily accessible, and a booth may not have any screen, curtain, partition or blind or obstruction of any kind preventing a clear view into the booth from the main room or aisle of the licensed premises.~~

Section 6. Amend. Section 5-03-05 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Civic Center Exception, is hereby amended to read as follows:

5-03-05. Civic Event Center Exception. The provisions of this chapter relating to permits and fees for shows, circuses and carnivals do not apply to the Event Center~~civic center~~.

Section 7. Repeal. Section 5-01-20 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Sunday Opening of Grocery Stores, is hereby repealed:

~~5-10-01. Sunday Opening of Grocery Stores. Pursuant to N.D.C.C. 12.1-30-03(30), food stores shall be allowed to have not more than one hundred employees working in the store at one time on a Sunday.
(Ord. 4277, 7-25-89)~~

Section 8. 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 9. Effective Date. This ordinance shall take effect upon final passage and adoption.



Engineering Department

DATE: August 25, 2026

FROM: Gabe Schell, City Engineer

ITEM: Right of Way Occupancy Agreement

REQUEST:

Public hearing to approve a non-exclusive right of way occupancy agreement with Metro Fibernet, LLC.

BACKGROUND INFORMATION:

Metro Fibernet, LLC (Metronet) approached the City of Bismarck to seek permission to construct, install, maintain, and operate a fiber optic infrastructure network within the City for the purposes of offering communication services. Metronet would provide internet services to residential and commercial customers within Bismarck. They would not directly provide video services. The agreement generally mirrors the terms of the right of way occupancy agreement approved by the Commission with a separate entity at their February 10, 2026. The agreement for consideration is enclosed.

A representative from Metronet will provide a presentation on their company and proposed service offerings prior to the public hearing.

RECOMMENDED CITY COMMISSION ACTION:

Hold a public hearing and approve a right of way occupancy agreement with Metro Fibernet, LLC.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Bismarck - Metronet ROW Agreement Final

NON-EXCLUSIVE RIGHT OF WAY OCCUPANCY AGREEMENT

This Non-Exclusive Right of Way Occupancy Agreement (the “**Agreement**”), dated _____, 2026, is made and entered into by and between the **City of Bismarck**, a North Dakota municipal corporation (the “**City**”), and **Metro Fibernet, LLC**, (“**Licensee**”). The City and Licensee are sometimes referred to in this Agreement as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the City has jurisdiction over the use of the public rights-of-way in the City (the “**Public ROW**”);

WHEREAS, the City has adopted an Ordinance, Chapter 10-04 of the Bismarck Code of Ordinances (the “**Ordinance**”), which authorizes the City to register any party wanting to occupy or use the Public ROW and which provides for terms for using the Public ROW;

WHEREAS, Licensee is a registered telecommunications company under North Dakota Chapter 49-03.1-09;

WHEREAS, Licensee desires to use the Public ROW in the City and occupy the Public ROW to construct, install, maintain, and operate a fiber optic infrastructure network and associated appurtenances within the City for the purpose of offering communications services;

WHEREAS, the City has determined that, upon Licensee completing the necessary registration for occupancy of the Public ROW, the Licensee can be granted access to the Public ROW in accordance with the terms of this Agreement; and

WHEREAS, the City Commission has determined that the Agreement as hereinafter set forth should be adopted.

NOW, THEREFORE, in consideration of the foregoing and the following covenants and agreements, it is hereby agreed by and between the City and Licensee (collectively the “**Parties**”) as follows:

SECTION 1 USE AND OCCUPANCY OF ROW

1.1. Permission to Use and Occupy ROW.

- A. Pursuant to the terms of this Agreement and any exhibits thereto (which are incorporated into and made part of this Agreement), and upon Licensee’s compliance with the Ordinance, City hereby grants Licensee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and, if necessary, removing a fiber optic infrastructure network and associated appurtenances (the “**Network**”) in accordance with the terms and conditions of this Agreement. The Network shall be for the purpose of offering wholesale and retail communications services, including broadband internet access service as defined in 47 C.F.R. § 8.1(b) and, voice over internet protocol services, services Licensee is authorized to provide under North Dakota Chapter 49-

03.1-09, and any other services Licensee is authorized to provide under applicable law (collectively, the “**Services**”), but excluding multichannel video programming services that would be subject to a video services franchise.

- B. The Network may also consist of equipment and facilities that may include underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access handholes; electronic equipment; power generators; pedestals; boxes; vaults; and other similar facilities (the “**Network Facilities**”). This Agreement and the License do not authorize Licensee to install or use any wireless communications facility within the Public ROW.
- C. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee’s use of any City owned property, including poles and conduits, must be governed under a separate agreement regarding that use, if any.
- D. This Agreement and License are subject and subordinate to City’s prior and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewer mains, sewer lines, water mains, water lines, storm drains, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal purposes.
- E. City’s grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the Public ROW, in addition to those uses permitted by the Bismarck Municipal Code of Ordinances. Licensee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.
- F. Licensee hereby acknowledges that it has examined all the definitions and provisions of the Ordinance, which are incorporated herein by reference, and agrees that the provisions thereof are valid and binding upon Licensee, its contractors, subcontractors, and any person or entity performing any work on the Network or Network Facilities. Licensee agrees to abide by the provisions of the Ordinance, as it exists on the effective date of this Agreement and as thereafter amended or modified, and as may be amended from time to time as required by applicable law or agreement, and other relevant and generally applicable regulations and supplemental specifications as to construction, operation, or maintenance promulgated by the City.

- 1.2. Subject to Federal, State and Local Law. This Agreement and License are subject to the City’s valid authority under federal, state, and local laws as they exist now

or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail. The Parties hereby agree that if federal or state law or future modifications or amendments to federal or state law necessitate modifications to the Bismarck Code of Ordinances or this Agreement, including but not limited to any provisions pertaining to revenue sharing or Public ROW occupancy fees, the Parties will work in good faith to agree upon the modifications.

- 1.3. No Grant of Property Interests. The License granted by this Agreement does not grant or convey any property interest to Licensee.
- 1.4. Non-Exclusive License. The License granted by this Agreement is non-exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges, or other rights to any other individual, corporation, partnership, limited liability company, trust, unincorporated association, joint venture, governmental authority, or other entity of any nature whatsoever, as well as the right in its own name as a city, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.5. Police Powers. Licensee's rights afforded by this Agreement are subject to the police powers of the City to adopt and enforce ordinances of general applicability and necessary to the health, safety, and welfare of the public. Licensee will comply with all such generally applicable laws and ordinances enacted by the City pursuant to that power.
- 1.6. Construction Plan. At least fifteen (15) days prior to the date Licensee submits the application for its first permit, Licensee and the City will memorialize in writing a mutually agreeable plan for construction of the Network (the "**Construction Plan**"), which will include, among other things, a timeline for meeting certain specified milestones established on a per linear foot basis. Any modifications to the Construction Plan must be agreed to in writing by designated representatives of both Parties.

SECTION 2 GENERAL FINANCIAL REQUIREMENTS

- 2.1. License Fee. From and after the date that Licensee first commences construction of the Network Facilities in the Public ROW (the "**Construction Commencement Date**"), Licensee shall pay the City a quarterly license fee (the "**License Fee**") equal to two and one-half percent (2.5%) of Gross Revenues (as defined below). Licensee shall remit payment to the City within forty-five (45) days of the end of each calendar quarter during the Term (as defined in Section 7.1 below). These payments will be accompanied by a report showing the basis for the computation and such other relevant facts as may be reasonably required by the City to determine the accuracy of such payments.

- 2.2. Gross Revenues. The term “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions of services or goods, received by Licensee or its affiliated companies from any customers, consumers, businesses, residents, tenants, licensees, lessees, and others for broadband internet access services provided within the corporate boundaries of the City using Network Facilities located at least in part in the Public ROW. Gross Revenues do not include: (i) any revenue not actually received, even if billed, such as bad debt; (ii) refunds, rebates, or discounts made to Customers or the City; (iii) revenue received from the sale of broadband internet services for resale in which the purchaser is required to collect and remit a license or similar fee to the City from the purchaser’s customer; (iv) revenue derived from the provision of broadband internet services to customers where none of the Network Facilities used to provide such services are located in Public ROW; (v) any forgone revenue from Licensee’s provision of broadband internet services to customers at no charge if required by applicable law; (vi) any revenue derived from advertising; (vii) any revenue derived from voice over internet protocol services or other telecommunications services offered by Licensee as authorized by North Dakota Chapter 49-03.1-09; (viii) any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the broadband internet services; (ix) any revenue derived from referral or marketing agreements with third-party providers of online services which Licensee may make available to customers; (x) any tax of general applicability imposed upon Licensee or its customers by the City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users’ tax, public service tax, communications taxes, and fees not imposed by this Agreement); (xi) any forgone revenue from Licensee’s provision, in Licensee’s discretion, of free or reduced cost broadband internet services to any person, including without limitation employees of Licensee; and (xii) sales of capital assets or sales of surplus equipment.
- 2.3. Pass Through. To the extent allowed by applicable law, Licensee may identify and collect, as a separate item on the regular bill of any customer of Licensee whose broadband internet services are provided by Network Facilities located at least in the Public ROW, that customer’s pro rata amount of the License Fee.
- 2.4. Other Fees.
- A. Except as provided herein, Licensee shall not be relieved from its obligation to pay administrative fees, public impact fees, and inspection fees, as may be required by the Ordinance.
 - B. Excavation and other permit fees relating to performance of work in the Public ROW shall continue to be paid by Licensee throughout its construction and installation of the Network Facilities.

- C. Licensee's third party open access network customers which utilize and physically access Licensee's Network and Network Facilities in the Public ROW that are subject to this Agreement to provide services to residents and businesses of the City must be either franchised with the City or enter into a separate agreement with the City prior to providing any services to any residents or businesses of the City.
- 2.5 Alternative Charge. In the event that the License Fee, as described in Section 2.1 above, is preempted by applicable law, the City and Licensee will negotiate in good faith an amendment to this Agreement establishing an alternative occupancy fee to compensate the City for its Public ROW management costs applied in a nondiscriminatory manner to all telecommunications service providers.
- 2.6 Failure to Pay. Failure by Licensee to pay the License Fee shall be deemed a breach of this Agreement and the Ordinance may be enforced according to the provision of this Agreement and the Ordinance or by any other means available to the City, including but not limited to, the denial of permits for work within the ROW.
- 2.7 Audits. Upon thirty (30) days prior written notice, the City will have the right to conduct an independent audit of Licensee's records once every two (2) years, in accordance with generally accepted accounting principles. Any undisputed additional amounts due the City as a result of such audit will be paid within thirty (30) days following written notice by the City to the Licensee, which notice will include a copy of the audit report. The audit cost will be paid by Licensee if payments have been underpaid by ten percent (10%) or more. In lieu of, or in addition to, an independent audit, City shall have the right to review Licensee's records. Licensee's records shall at all times be maintained in accordance with generally accepted accounting principles (GAAP), unless Licensee clearly and specifically indicates and fully describes to the City any variation from GAAP.
- 2.8 Acceptance of Payment. No acceptance of any payment will be construed as a release or accord and satisfaction of any claim the City may have for further or additional sums payable under this Agreement or for the performance of any other obligation hereunder.
- 2.9 Penalty for Late Payment. In the event that any undisputed License Fee is not made on or before the dates specified herein, Licensee will pay as additional compensation a late charge, equal to one and one-half percent (1.5%) of the total amount of the License Fee payment amount which was untimely.
- 2.10 Licensee's Financial Acknowledgements.
- A. Licensee expressly acknowledges and agrees that, except for License Fee, none of the payments or contributions made by, or the services, equipment, facilities, support, resources, or other activities to be provided or performed by Licensee at the direction of the City or the Ordinance pursuant to this Agreement, or otherwise in connection with the construction, operation,

maintenance, or upgrade of the Network Facilities (including specifically, but not by way of limitation, such payments, contributions, services, equipment, facilities, support, resources, or other activities as described in or provided for in this Agreement) are part of the License Fee.

- B. Licensee expressly acknowledges and agrees that the Licensee Fee shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by Licensee pursuant to this Agreement and the License Fee shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes or general applicability or other fees or charges which Licensee shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of Licensee.
- C. Licensee shall not have or make any claim for any deduction or other credit of all or any part of the amount of the License Fee from or against any City or other governmental taxes of general applicability, or other fees or charges which Licensee is required to pay to the City or other governmental agencies unless otherwise authorized by a change of applicable law.
- D. Licensee shall not apply or seek to apply all or any part of the amount of the License Fee as a deduction or other credit from or against any City or other government taxes of general applicability (other than income taxes) or other fees or charges, each of which shall be deemed to be separate and distinct obligations of the Licensee unless otherwise authorized by a change of applicable law.
- E. Licensee shall not apply or seek to apply all or any part of the amount of any City or other governmental taxes or other fees or charges of general applicability as a deduction or other credit from or against the License Fee, each of which shall be deemed to be separate and distinct obligations of Licensee unless otherwise authorized by a change of applicable law.
- F. Unless otherwise authorized by a future change of applicable law, in the event Licensee applies or seeks to apply all or any part of the amount of the License Fee as a deduction or other credit from or against any City or other governmental taxes of general applicability or other fees or charges, or unless authorized by a change in applicable law in the event that Licensee applies or seeks to apply all or any part of the amount of such taxes or other fees or charges as a deduction or other credit from or against the License Fee, then, in any such event, the City may terminate this Agreement for cause due to a material breach, and without any liability or compensation to Licensee.

SECTION 3 LICENSEE'S OBLIGATIONS

- 3.1. Individual Permits Required. Subject to the specific requirements of the Bismarck Code of Ordinances and policies adopted by the Bismarck City Commission, Licensee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City, as may be authorized. Licensee will pay all processing, engineering, and inspection fees associated with the issuance of individual permits by City.
- 3.2. Performance Bond. Licensee must provide City with a performance bond in the amount of One Hundred Thousand Dollars (\$100,000) during construction of the Network and Network Facilities.
- 3.3. Insurance. Licensee must carry and maintain insurance in the amounts and of the types as follows:
 - A. Liability Insurance. As of the effective date of this Agreement and during the entire term of this Agreement, the Licensee will, at its sole expense, maintain public liability insurance with a company licensed to do business in the State of North Dakota with a rating by A.M. Best of not less than "A-" that will protect the Licensee, the City, and the City's officials, officers, employees, and agents from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officials, officers, directors, employees, or agents, or any contractors or subcontractors of Licensee. This liability insurance will include, but will not be limited to, protection against claims arising from bodily and personal injury, death, and damage to property resulting from the Licensee's automobiles, products, construction, maintenance, installation, and other related work, and operations. The amount of such insurance shall be subject to periodic changes as described in this Section, or as may be required by applicable law, but will not be less than the following:

General Liability Insurance:

Bodily injury and/or death per person	\$1,000,000
Bodily injury and/or death per occurrence	\$1,000,000
Property damage per occurrence	\$1,000,000
Property damage and bodily injury, aggregate	\$2,000,000
Automobile Coverage	
Combined single limited	\$1,000,000
Umbrella Coverage	\$5,000,000

- B. The liability policy will provide for the following, by endorsement or otherwise:
- The policy will cover personal injury as well as bodily injury and death;
 - The policy will cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage;
 - Broad form property damage liability will be afforded;
 - The City will be included as an additional insured on the policy;
 - The coverage is primary insurance and no other insurance or fund of the City will be called upon to contribute to a loss under the coverage;
 - Licensee shall obtain and maintain a waiver of subrogation endorsement in favor of the City, its officers, elected officials, employees, and agents on all applicable insurance policies required under this Agreement (which waiver of subrogation endorsement may be a blanket endorsement); and
 - The policy will not be cancelled without thirty (30) days prior written notice of such cancellation to the City, subject to policy terms and conditions.
- C. The automobile insurance policy will provide for the following, by endorsement or otherwise: (1) the City will be included as an additional insured on the policy; and (2) the policy will not be cancelled without thirty (30) days prior written notice of such cancellation to the City, subject to policy terms and conditions.
- D. Licensee will submit to the City documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements. The certificate of insurance should confirm that the required endorsements are in effect.
- E. Any deductible or self-insured retention greater than \$250,000 must be declared to the City.
- F. Licensee will have insurance coverage to cover any valid claim arising before sale or transfer of the Network Facilities or termination of this Agreement.

- G. It will be the obligation of the Licensee to notify the City promptly of any pending or threatened litigation likely to negatively impact its ability to provide the insurance coverage required herein.
 - H. Notwithstanding the foregoing, Licensee will promptly repair any damage to the ROW, City property, or private property if such damage is directly caused by Licensee's work and no other person is responsible for the damage (e.g., where a person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this provision will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 3.4. Worker's Compensation Insurance. Licensee will obtain and maintain worker's compensation insurance for all Licensee's employees, and in case any work is subcontracted, Licensee will require any subcontractor similarly to provide worker's compensation insurance for all of the subcontractors' employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Licensee hereby agrees to defend and indemnify the City for any damage resulting to it from failure of either Licensee or any subcontractor to obtain and maintain such insurance. Licensee will provide the City with a certificate of insurance indicating worker's compensation insurance prior to operations under this Agreement and the commencement of any construction, system upgrade, reconstruction, or maintenance of the Network Facilities. The certificate of insurance should confirm that the required endorsements are in effect.
 - 3.5. Licensee's Sole Cost and Expense. Licensee will perform all work on the Network Facilities at its sole cost and expense.
 - 3.6. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing its work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by the City.
 - 3.7. Reasonable Care. Licensee will exercise reasonable care when performing its work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
 - 3.8. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition, normal wear and tear excepted.
 - 3.9. Repairs. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is caused by Licensee's work and no other person is responsible for the damage. Licensee will repair the damaged property to a condition reasonably comparable to that which existed prior to the

damage. Licensee's obligation under this Section will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

- 3.10. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to the City upon reasonable request and on a mutually-agreed timetable, subject to applicable confidentiality protections.
- 3.11. Network Design. Licensee hereby agrees, to the extent commercially reasonable and economically and technically feasible as reasonably determined by Licensee, that it shall build, install, and construct, within five years of the effective date of this Agreement, to all areas of the City making its Network and Services available to every residence, household, and business located within the City's municipal boundaries. In the event of annexation by the City, any new territory brought into the City's municipal boundaries shall become part of the service area covered by this Agreement. Licensee shall retain the discretion to determine the timing, location, design, and construction of the Network Facilities. Licensee's use of Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.
- 3.12. Traffic Control. Licensee shall provide traffic control that meets all requirements of the MUTCD adopted by the State of North Dakota. All such costs for traffic control will be the sole responsibility of the Licensee.
- 3.13. Reports. Licensee is required to submit to the City upon request all reports and information as provided in this Agreement or the Ordinance.

SECTION 4 CITY'S RESPONSIBILITIES

- 4.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, infrastructure, or property of the City or its residents, the City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. The City and any affected public utility will, however, make reasonable efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, the City and any other public utility benefiting from this provision will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse the City and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse the City and any affected public utility under this section will be separate from Licensee's obligation to reimburse the City for any other reasonable expense the City may incur.

- 4.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with planned use of the Public ROW or property of the City, State of North Dakota, or any other political subdivision for any governmental purpose as reasonably determined by the City, Licensee will, upon written notice from any of the foregoing entities, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the Parties, taking into account the needs of the governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the Parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City or any such public entity may not require Licensee to relocate or remove its Network Facilities with less than ninety (90) days' written notice.
- 4.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with the City's planned use of the ROW for a non-governmental (i.e., commercial) purpose or a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless and until Licensee receives adequate funds for such relocation or adjustment. If there is any dispute between Licensee and the affected third party involving use of the ROW, the City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.
- 4.4. Non-Discrimination. The City will, at all times, treat Licensee and provide access to the Public ROW in a non-discriminatory manner as compared to other similar holders of local or state authority to offer wired facilities-based Service.
- 4.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to the same or similar conditions existing prior to Licensee's construction.
- 4.6. Expedited Permit Review. City will permit all work in the Public ROW as current staffing levels allow. If Licensee and/or its contractor would like expedited permit reviews, Licensee will be required to execute an Agreement with the City regarding reimbursement of related incremental expenses. The City would develop the Agreement and negotiate acceptable terms of the Agreement with the Licensee to cover the cost of expediting the permit approval and walk throughs.

SECTION 5 CONTRACTORS AND SUBCONTRACTORS

- 5.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the work on Licensee's behalf.

- 5.2. Contractors to be Licensed, Bonded and Insured. Any contractors and subcontractors engaged or hired by Licensee to perform work under this Agreement must be licensed as a contractor with the State of North Dakota as well as bonded and insured in accordance with applicable law.
- 5.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

SECTION 6 DEFENSE AND INDEMNITY

- 6.1. Obligations. Licensee will defend and indemnify the City, its Commission and the members, officers, elected representatives, agents, and employees, from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of the Network and Network Facilities whether by the Licensee, its subcontractors, or anyone acting on their behalf. Licensee shall assume and control the defense of any claim subject to this indemnification obligation with counsel reasonably acceptable to the City. If Licensee timely assumes and diligently conducts the defense, the City shall not be entitled to recover attorney fees. Notwithstanding the foregoing, the City may retain separate counsel at Licensee's expense, and such attorney fees shall be borne by Licensee if (i) Licensee fails or refuses to assume the defense; (ii) a conflict of interest exists between the City on the one hand and Licensee and contractor or subcontractor on the other hand; or (iii) the City reasonably determines that it requires separate representation to protect its interests; or (iv) the City incurs attorney fees enforcing Licensee's responsibilities and obligations in this Section 6.1 of the Agreement. It is expressly understood that the City has no control, standard, or regulation pertaining to the subject matter of programs distributed by Licensee. Licensee also agrees to hold harmless the City, its Commission and the members, officers, elected representatives, agents, and employees from any and all claims, suits, and actions at law or in equity, for libel, slander, patent or copyright infringements, to the extent that the City is made a party defendant in any action arising out of the subject matter of programs transmitted by Licensee. Licensee shall, at its sole cost and expense, defend such actions and appeals therefrom including those involving the City. Licensee's indemnity obligations shall require it to pay Licensee approved settlement amounts to resolve an indemnified claim and damages and costs finally awarded against the City by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").

- 6.2. Exclusions. Section 6.1 will not apply to the extent the underlying allegation arises from or is related to the negligence or willful misconduct of an indemnified party.
- 6.3. Notice of Claim. The City agrees to provide reasonable efforts to promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegations that preceded the Third Party Legal Proceeding no later than five (5) days after the City became aware of the Third Party Legal Proceeding. City also must reasonably cooperate in the defense at Licensee's request. The City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (a) the City may appoint its own non-controlling counsel, at its own expense; and (b) any settlement requiring the City to admit liability, pay money, or take (or refrain from taking) any action, will require the City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

SECTION 7 TERM AND TERMINATION

- 7.1. Term. This Agreement shall become effective on the date the last party to sign executes this Agreement ("**Effective Date**"). The Agreement will expire automatically on the fifth (5th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Following expiration of the Original Term, this Agreement will automatically renew for additional five-year periods (each, a "**Renewal Term**") unless either Party provides notice of non-renewal not less than 120 days prior to expiration of the then current term. The Original Term and any Renewal Terms are sometimes collectively referred to in this Agreement as the "**Term.**"
- 7.2. Procedure for Remedying Agreement Violations. In addition to any other applicable legal remedy, if Licensee fails to perform in a timely manner any material obligation required by the Ordinance or this Agreement, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:
- A. The City will first notify Licensee of the violation in writing, and demand a cure within a reasonable time, which will not be less than twenty (20) days in the case of the failure of the Licensee to pay any sum or other amount due the City under the Ordinance or this Agreement, and not less than thirty (30) days in all other cases. If Licensee fails to cure the violation within the time prescribed in the notice, or if Licensee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, the Licensee will then be given a written notice of a public hearing to be held before the City Commission. The notice will specify the violations alleged to have occurred.
 - B. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision.

- C. In the event the City Commission finds that Licensee has corrected the violation or has diligently commenced efforts to correct such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate and no penalty or other sanction will be imposed.
- D. In the event the City Commission finds that a material violation exists and that Licensee has not corrected the same in a satisfactory manner or has not diligently commenced efforts to correct such violation, the City Commission may establish a date, no earlier than twenty (20) days after the public hearing, by which Licensee must comply with the obligation. The City Commission may also implement the termination procedures outlined in this Agreement and the Ordinance. However, any termination procedures will be stayed until a final ruling is obtained in accordance with subsection F below.
- E. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate.
- F. If the violation as proposed depends on a finding of fact, such finding of fact will be made by the City only after a hearing providing the Licensee with a full and fair opportunity to be heard. Licensee will have the right to appeal any such decision to state court and the revocation or penalty will not become effective until any such appeal has become final or the time for taking such appeal will have expired.

7.3. Revocation or Termination of Agreement.

- A. Upon completion of the Term, if a new Agreement is not granted to the Licensee by the City, Licensee's right to occupy the Public ROW shall terminate, subject to applicable state and federal law.
- B. The City shall have the right to revoke the Agreement for Licensee's failure to construct, operate or maintain the Network and Network Facilities as required by this Agreement or the Ordinance.
- C. To invoke the provisions of this Section, the City shall give Licensee written notice of the default in its performance. If, within ninety (90) days, following such written notice from the City to Licensee, or such other period as Licensee and the City shall agree, Licensee has not taken corrective action to the reasonable satisfaction of the City, the City may give written notice to Licensee of its intent to revoke the Agreement, stating its reasons.

- D. Prior to revoking the Agreement, the City shall hold a public hearing, upon thirty (30) days advance notice to the public and written notice to Licensee, at which time Licensee and the public shall be given an opportunity to be heard. Following the public hearing, the City may determine whether to revoke the Agreement based on the information presented at the hearing, and other information of record, or, where applicable, grant additional time to Licensee to affect any cure. If the City determines to revoke the Agreement, it shall issue a written decision setting forth the reasons for its decision. A copy of such decision shall be transmitted to Licensee.
- E. If the City revokes the Agreement, or if for any other reason Licensee abandons, terminates, or fails to operate or maintain the Network or Network Facilities, the following procedures and rights are effective:
- The City may (a) require the Licensee to remove its above-ground facilities along with junction boxes buried in the ROW and equipment at the Licensee's sole cost and expense and restore affected sites, or (b) permit the Licensee to abandon such Network Facilities in place. If the Licensee fails to do so within a reasonable period of time, the City may have the removal done at Licensee's expense.
 - If the Network Facilities is abandoned by the Licensee, the ownership of all portions of the Network and Network Facilities in the ROW shall revert to the City and the City may retain, sell, assign, or transfer all or part of the assets. City's assumption of ownership shall not render City liable for any claims, causes of action, injuries, disputes, lawsuits, or liabilities of Licensee accruing or arising prior to City's assumption of ownership.
- F. Notwithstanding the foregoing, Licensee may appeal a revocation decision by the City to a court of competent jurisdiction pursuant to Section 9.3 and such appeal shall stay the implementation of such revocation.

SECTION 8 NETWORK SYSTEM SERVICES

8.1. System Services.

- A. Licensee shall, to the extent commercially reasonable, economically feasible, and technologically feasible (in each case as reasonably determined by Licensee), provide additional facilities and equipment, expand capacity, and otherwise upgrade its Network and Network Facilities throughout the Term, as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.
- B. In furtherance of the general policy of the City that Licensee's services be innovative and modern, Licensee (i) will pursue a continuous policy of

incorporating new technical developments into the Network and Network Facilities and (ii) will identify and respond to changing community interests and desires regarding services where economically and technically feasible, with respect to clauses (i) and (ii) as reasonably determined by Licensee.

- 8.2. Dark Fiber. For the purpose of expanding City's internal network, provided it does not cause a delay in deployment of its Network Facilities as reasonably determined by Licensee, Licensee will provide City two (2) strands of "dark" fiber optic cable along routes requested from time to time by the City during the Term on terms and conditions mutually agreed by the Parties, upon the initial construction, modification, or expansion by Licensee of the Network Facilities along such routes. Such dark fiber shall be limited to the exclusive use of City or its governmental entity designee for any noncommercial, public purpose. The City shall be responsible for all marginal costs relating to the dark fiber. All costs relating to the use, maintenance, or repair of the dark fiber shall be the responsibility of the City as calculated on a pro-rata basis with reference to the total number of fiber(s) in the strand. City and Licensee will execute an additional agreement addressing the disposition and maintenance of such dark fiber in greater detail.
- 8.3. Innerduct Option. Provided it does not cause a delay in deployment of its Network Facilities as reasonably determined by Licensee, Licensee shall provide City the option of causing the installation of additional innerduct by Licensee along any and all routes upon the initial construction, modification, or expansion by Licensee of the Network Facilities on terms and conditions mutually agreed to by the Parties. Such innerduct shall be and remain under the exclusive control of the City, or its designated governmental entity, and shall be limited to the exclusive use of the City for any noncommercial, public purpose. If the City wishes to exercise this option, the City shall be responsible for all marginal costs relating to the installation of such innerduct and its maintenance by the Licensee. The Licensee shall cooperate with and assist the City in identifying likely routes, build-out schedules, and cost estimates. The City and Licensee will execute an additional agreement addressing the City's innerduct option in greater detail. The foregoing limit on use shall not be construed to limit the City's ability to transmit, interconnect, and otherwise enable services using such facility for noncommercial, public purpose with any other public sector entity, including federal, state, or local agencies and/or political subdivisions.
- 8.4. Right of Inspection. The City will have the right to inspect all construction, reconstruction, or installation work performed by Licensee under the provisions of the Agreement and other pertinent provisions of law, to ensure Licensee's compliance and to protect the public health, safety, and welfare of City's residents and citizens. Licensee will have the right to be present at such inspections.
- 8.5. Periodic Evaluation. The Parties acknowledge the field of communications is rapidly changing and may see many regulatory, technical, financial, marketing, and legal changes during the term of this Agreement. Therefore, in order to provide for a maximum degree of flexibility in this Agreement, and to help achieve a continued

advanced and modern Network and Network Facilities, the following evaluation provisions shall apply:

- A. Upon thirty (30) days written notice to Licensee, the City may require an evaluation session. Evaluation sessions may occur no more than once every three (3) years beginning three (3) years from the Effective Date, unless otherwise mutually agreed to by the parties.
- B. All evaluation sessions shall be open to the public and notice of sessions published the same way as a legal notice.
- C. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, Network and Network Facilities performance, facilities and support, municipal uses of fiber, customer complaints, amendments to this Agreement, judicial rulings, FCC rulings, line extension policies, and any other topics City and Licensee deem relevant.
- D. As part of a periodic review, at its own cost and expense, the City or Licensee may contract with an independent research organization to conduct an objective survey to identify ongoing community needs.
- E. As part of a periodic evaluation, at its own cost and expense, the City or Licensee may contract for or perform a technical review and performance evaluation. The City and Licensee shall be notified of all such technical reviews and performance evaluations and may designate representatives to be in attendance and shall also be provided with the results of such reviews and evaluations including any recommendations resulting from such reviews and evaluations along with City or Licensee's proposed satisfaction of any such recommendations.
- F. As a result of a periodic review or evaluation session, the City and Licensee, in good faith, may develop such changes and modifications to the terms and conditions of the Agreement as are mutually agreed upon.

SECTION 9 MISCELLANEOUS

- 9.1. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, Licensee may, without the City's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of Licensee's assets. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

9.2. Notices. Notices related to this Agreement will be in writing and sent:

A. If to Licensee:

Metronet
11880 College Boulevard, Suite 100
Overland Park, KS 66210
Attn: President and CEO

With a copy to:

Metronet
11880 College Boulevard, Suite 100
Overland Park, KS 66210
Attn: Legal Department

B. If to the City:

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

Notices are effective when actually received by the Party designated above by personal delivery, registered or certified mail postage prepaid, by express mail, or by overnight courier. The addresses of the Parties may be changed upon notice to the other party given as provided in this Section.

Operational Notices. Notwithstanding the foregoing, notices and communications relating to operation issues (e.g. construction activities, permit applications, utility coordination, utility conflicts, relocations, inspections, as-built drawings, project schedules, maintenance activities, outage notifications, emergency repairs, network operations, and similar day-to-day operational matters) may be transmitted electronically to the operational contact addresses designated by the Parties. Such notices shall be deemed effective upon transmission, provided no automated notice of failed delivery is received. For avoidance of doubt, notices pertaining to default, termination, revocation, indemnity claims, assignments, disputes, and other non-operational matters shall be transmitted by personal delivery, registered or certified mail, express mail or overnight courier to the addresses shown above (as may be changed from time to time).

Transmission of plans, drawings, specifications, GIS data, utility conflict information, construction schedules, and other large files may be accomplished by providing an electronic link to a shared website, cloud-based repository, or other electronic storage location accessible to the receiving Party.

Each Party may change its operational contact information by written notice or email to the other Party.

Operational Contacts.

Metronet:

Construction, utility coordination, relocations, and permit matters:
Tobin.Brummer@metronet.com

Network operations, outages, and emergency issues: mfn-noc@metronet.com

City:

Engineering and construction coordination: engineering@bismarcknd.gov

Utility locate and conflict coordination: publicworks@bismarcknd.gov

Emergency/public works issues: publicworks@bismarcknd.gov

- 9.3. Governing Law. This Agreement is governed by the laws of the State of North Dakota, without regard to its conflict of laws rules. The parties hereby agree that any and all disputes arising hereunder shall be litigated in the State District Court for Burleigh County, North Dakota, and Licensee hereby consents to jurisdiction and waives any objection based upon improper venue.
- 9.4. Entire Agreement. This Agreement constitutes the entire agreement between Licensee and the City relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensee and the City.
- 9.5. No Forbearance or Waiver. The failure or delay of a Party to insist on the timely performance or any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 9.6. Non-Discrimination. Licensee will comply, and require compliance by its contractors), with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color, sex, age, disability, political, or religious opinions, affiliations, or national origin.
- 9.7. Reservation of Rights. The Parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and

further agree that by execution and performance of this Agreement, neither Party shall be deemed to have waived any such rights.

- 9.8. Binding Effect. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, beneficiaries, personal representatives, successors, and assigns of the respective parties. This Agreement shall run with the Network Facilities and will be binding upon all successive owners of record.
- 9.9. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.
- 9.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Dated this ____ day of _____, 2026

Metro Fibernet, LLC

By: _____

Name:

Title:

STATE OF _____)
_____) ss
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared _____ to me known to be the _____ of Metro Fibernet, LLC, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.

(SEAL)

Notary Public

County, _____

My Commission expires: _____

Dated this _____ day of _____, 2026

City of Bismarck

By: _____

Michael T Schmitz, President of the Board of Commissioners

ATTEST:

Jason Tomanek, City Administrator

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

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared Jason Tomanek and Michael T Schmitz, to me known to be the City Administrator and President of the Board of City Commissioners, respectively, of the City of Bismarck, Burleigh County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Burleigh County, North Dakota
My commission expires: _____



Administration Department

DATE: August 25, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Chamber EDC Economic Development Report

REQUEST:

Consider the request to receive a report from the Bismarck-Mandan Chamber EDC relating to the economic development services provided.

BACKGROUND INFORMATION:

Representatives from the Bismarck-Mandan Chamber EDC will provide a presentation on the importance of economic development in the City of Bismarck. Their presentation will include the following:

- Why do we need Economic Development?
- CEDC's Economic Development Efforts (BR&E, Talent Attraction, New Business Attraction, Workforce Development)
 - What is the allocated money being used on/for
- Economic Development Community Comparisons
- Vision Fund Info/update
- Community Builders

RECOMMENDED CITY COMMISSION ACTION:

Receive the report from the Bismarck-Mandan Chamber EDC.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

None



Administration Department

DATE: August 25, 2026

FROM: Jason Tomanek, City Administrator

ITEM: City Hall Building Renovation Project

REQUEST:

Consider the request to receive updated information relating to the proposed City Hall renovation project.

STRATEGIC FOCUS AREA:

Organizational Excellence: The City of Bismarck is committed to achieving organizational excellence by investing in its workforce, optimizing internal operations, and fostering a culture of innovation, accountability, and service. This focus area reflects a strategic commitment to building a high-performing organization that can effectively meet the evolving needs of the community, adapt to future challenges, and deliver high-quality public services.

Goal Four: Improve operational efficiency and effectiveness through streamlined processes, data-driven decision-making and cross-department collaboration.

BACKGROUND INFORMATION:

At the July 28, 2026, City Commission meeting, concept designs were presented to the Commission to help address the upcoming 1st floor vacancy created by Burleigh County's departure from the building. Five design concepts (Options A - E) were provided to the Commission; the concepts were designed to address an appropriate location for a first floor commission chambers that would provide accessibility, security, and technology to facilitate hundreds of public meetings annually. The Tom Baker Meeting Room has served as the lone commission chambers since the mid-1980s and has been shared by the Bismarck Public School District, the Bismarck Parks & Recreation District, Burleigh County and other public agencies for decades. Today, the Tom Baker Room presents challenges to accessibility and is limited in its ability to provide modern technology assets and widely-accepted security standards.

The Commission eliminated design options A, C, & E and requested additional information relating to Option B and Option D. Option B: Moderate Renovation introduces noticeable upgrades to public access and internal workflow. The commission chamber would be moved from the basement to the first floor, although ceiling height and column spacing remain limiting factors. Several key departments, Administration, Human Resources, and Legal, would be relocated to improve daily public interaction. The plan also includes a redesigned central area called "Heritage Hall" to create a better first impression for visitors. Overall, public flow is

improved without major structural changes. Estimated costs fall from the mid \$20M to low \$30M. Option D: Major Renovation / New Chamber Addition creates a new commission chamber and lobby as an addition on the south side of the building, avoiding the expensive structural modifications required in Option C. This new public-facing area greatly improves accessibility, visibility, overflow capacity, and security, resulting in a more intuitive and modern civic identity. Internal department layouts are reorganized to create clear separation between public and staff areas. Although substantial, the structural work is less complex than Option C, and the estimated cost falls in the mid–upper \$30M, slightly lower than Option C.

Additionally, the Commission requested information relating to a potential funding plan that would support the renovation project. Based on discussions with Finance Department leadership, the following approach is recommended as a means to financially support the project. Currently, there is \$12M in Committed Funds (Reserve Balance), which would require the Commission to modify the commitment. The \$12M is composed of \$5M for the Bismarck Police Department land purchase, \$5M for City Hall Renovation, and \$2M for the organizational accounting system upgrade. An additional \$15.8M would be composed of existing Building Construction Reserves, and \$6.2M would be Unassigned Fund Balance dollars and would require a modification to the Fund Balance Policy. The current Fund Balance Policy, which was approved in 2023, requires the unassigned fund balance threshold to be held at 40% of general fund expenditures.

RECOMMENDED CITY COMMISSION ACTION:

Receive the updated information relating to design options B & D and funding options and direct City staff on appropriate next action steps.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. City Hall Option B & D Summary

Option B & D – Refined Scope and Budget

Date: August 2026



Dear Mayor and Members of the City Commission:

Based on the recommendation to further evaluate Options B and D, the project team completed additional investigation and refined the estimated budgets for both options. As a result, the estimated cost of each option has been reduced from the original values presented. The revised budget summary is attached for the City Commission's review.

The primary budget refinements include:

- **Validated Project Scope:** The anticipated square footages and associated architectural and engineering assumptions were reviewed and validated for both options.
- **Reduced Contingency:** The contingency allowances were reduced through further evaluation with the design team, engineering consultants, and Steering Committee, while maintaining adequate funds to manage risk as the project details continue to develop.
- **Phase Consolidation Construction Savings:** If the project can be completed in 1 to 2 construction phases, there is potential to reduce construction costs by approximately 5% through reduced mobilization requirements and a shorter overall construction duration.
- **Reduced Hazardous Material Abatement Allowance:** The original hazardous-material allowance was reduced following conversations with a local testing and abatement contractor, who confirmed that a majority of the known hazardous materials had been removed previously. However, the project team continues to recommend maintaining a reasonable allowance for remaining materials or concealed conditions that may be discovered as the project develops.
- **Refined Soft Costs and FF&E Allowances:** Soft-cost assumptions were further evaluated and refined. New furniture, fixtures, and equipment allowances are included only where new items are required. The budgets otherwise assume that much of the existing office furniture will remain in use and may be replaced over time as needed.

The attached revised budgets provide a more refined representation of the anticipated project costs based on the information currently available. The project team believes adequate allowances remain to manage risk while providing the City Commission with a more accurate basis for evaluating Options B and D.

There are 4 major differences between Options B and D, any of which could be added to B to get to a hybrid of the two options. Those additions are the civic plaza to the south, new south accessible entrance, south elevator and stair tower, and the commission chamber addition. The approximate values of each of those are at the bottom of the attached budget summary.

As the project progresses through planning and design, the estimated values will continue to be reviewed and refined as scope, existing conditions, material selections, phasing, and construction requirements are confirmed.

We appreciate the opportunity to continue assisting the City with this evaluation and look forward to discussing the updated information with the City Commission.

Sincerely,

Endeavor North Design PLLC

Option B & D – Original Preliminary Budget

(as presented at the City Commission Meeting on July 28, 2026)

* CONSTRUCTION COST ESTIMATE	Option B (Low)	Option B (High)	Option D (Low)	Option D (High)
DEMOLITION & NEW CONSTRUCTION				
* Option B - Existing Bldg. Demo and Reno (8' Chamber)	\$17,923,500	\$20,123,500		
* Option B - Plaza & Site Improvements	\$400,000	\$500,000		
* Option D - Existing Bldg. Demo, Reno (+ South Addition)			\$23,188,500	\$25,750,500
* Option D - Plaza & Site Improvements			\$750,000	\$850,000
* CONSTRUCTION COST ESTIMATE SUB-TOTAL	\$18,323,500	\$20,623,500	\$23,938,500	\$26,600,500
Contingency & Escalation Sub-Total	\$3,664,700	\$4,124,700	\$4,787,700	\$5,320,100
* TOTAL CONSTRUCTION COST ESTIMATE	\$21,988,200	\$24,748,200	\$28,726,200	\$31,920,600
Existing Building Sale (Preliminary Potential Valuation)				
TOTAL SOFT COST ESTIMATE	\$4,097,935	\$4,830,935	\$5,277,085	\$6,086,105
▣ TOTAL PROJECT COSTS (Multi-Phase)	\$26,086,135	\$29,579,135	\$34,003,285	\$38,006,705

Option B & D – Refined Preliminary Budget

(reference Cover Letter for scope of budget refinements)

* CONSTRUCTION COST ESTIMATE	Option B (Low)	Option B (High)	Option D (Low)	Option D (High)
DEMOLITION & NEW CONSTRUCTION				
* Option B - Existing Bldg. Demo and Reno (8' Chamber)	\$17,992,250	\$19,789,600		
* Option B - Plaza & Site Improvements	\$400,000	\$500,000		
* Option D - Existing Bldg. Demo, Reno (+ South Addition)			\$22,641,000	\$25,018,600
* Option D - Plaza & Site Improvements			\$750,000	\$850,000
* CONSTRUCTION COST ESTIMATE SUB-TOTAL	\$18,392,250	\$20,289,600	\$23,391,000	\$25,868,600
Contingency & Escalation Sub-Total	\$2,758,838	\$3,043,440	\$3,508,650	\$3,880,290
* TOTAL CONSTRUCTION COST ESTIMATE	\$21,151,088	\$23,333,040	\$26,899,650	\$29,748,890
Phase Consolidation	\$1,057,554	\$1,166,652	\$1,344,983	\$1,487,445
	\$20,093,533	\$22,166,388	\$25,554,668	\$28,261,446
TOTAL SOFT COST ESTIMATE	\$3,359,982	\$3,359,982	\$3,961,933	\$3,961,933
▣ TOTAL PROJECT COSTS (Single Phase)	\$23,453,516	\$25,526,370	\$29,516,601	\$32,223,379

COMPARISON OF ORIGINAL TO REFINED BUDGET ESTIMATE

(\$2.5M - \$3.5M)

(\$4.5M - \$5.75M)

It is acknowledged, by all parties, that the preliminary design estimate provided represents the best judgment of the design professionals and the steering committee at this stage of design. It is recognized by all parties that control over the cost of labor, materials, and equipment cannot be controlled and could be affected by market conditions. This estimate does not represent a construction bid.

POTENTIAL ADDS TO OPTION B:

- ENHANCED CIVIC PLAZA = ADD \$500K
- SOUTH ACCESSIBLE ENTRANCE = ADD \$1M
- ADD SOUTH ELEVATOR AND STAIR TOWER = ADD \$2M
- ADD CHAMBER TO THE SOUTH = ADD \$4M

City of Bismarck - City Hall

Preliminary State of Probable Construction Cost

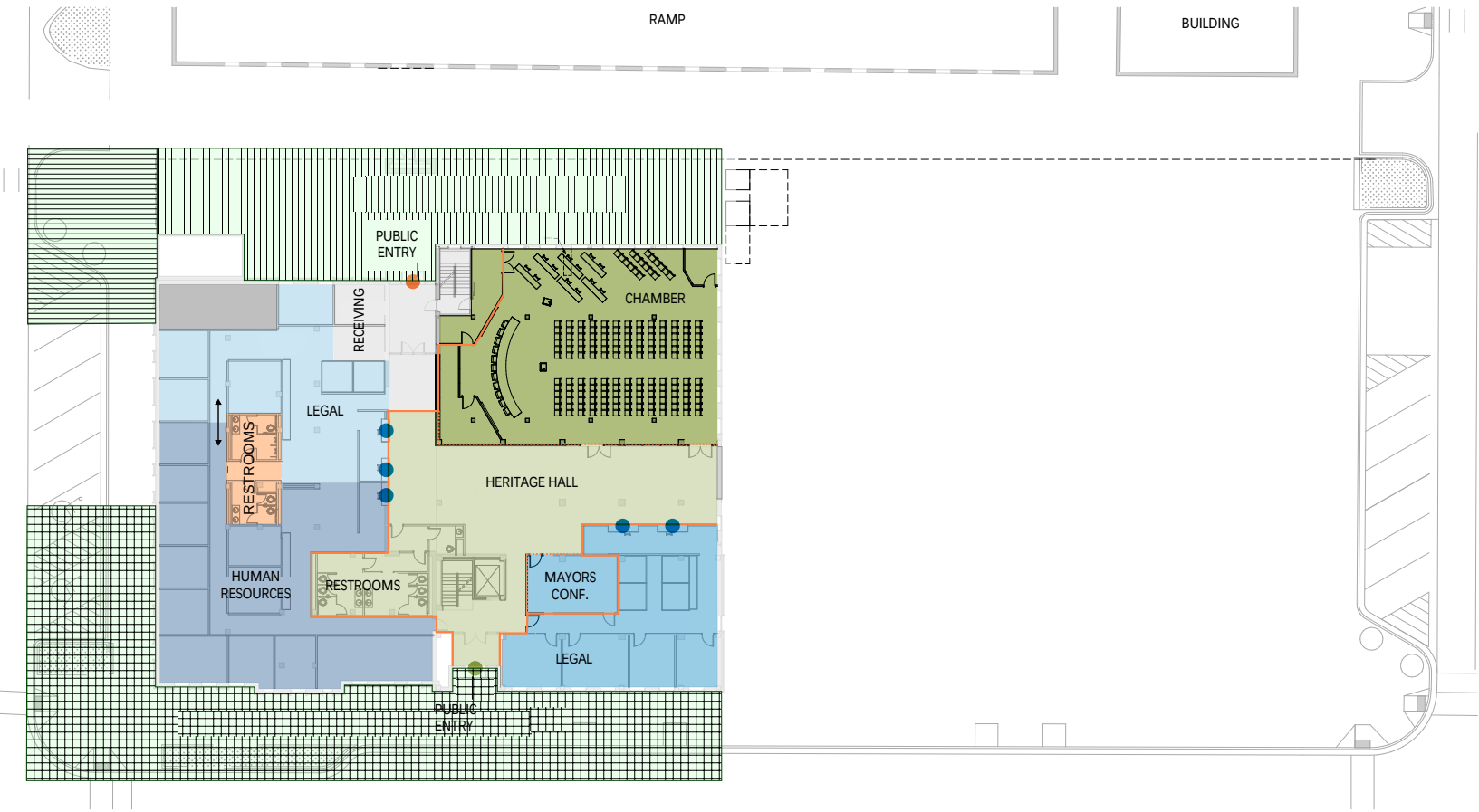
August 2026



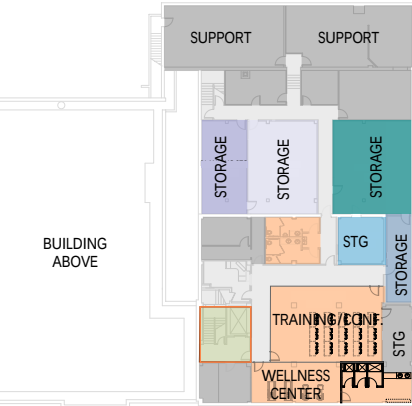
ENDEAVOR
NORTH
DESIGN
architects

Option B

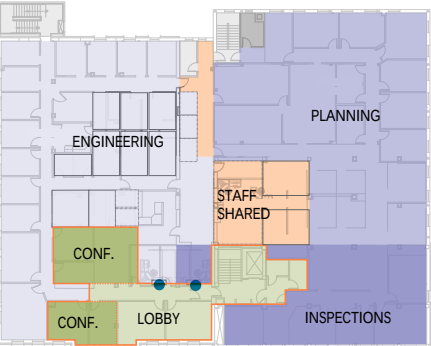
Improved Renovation of Existing Building



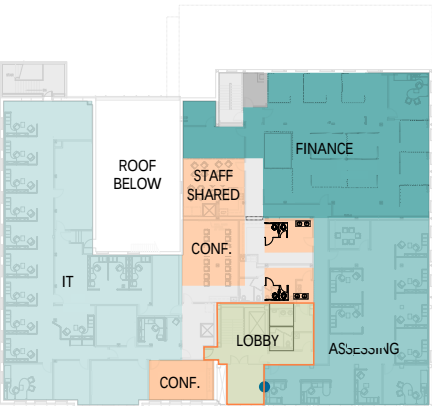
First Floor + Site



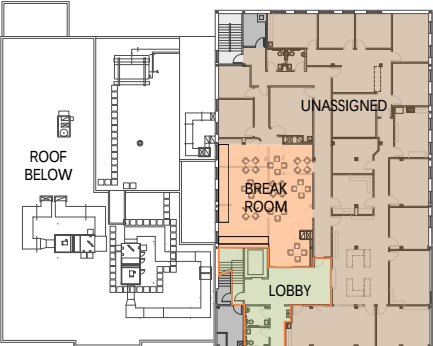
Basement



Second Floor



Third Floor

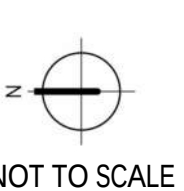


Fourth Floor

City of Bismarck - City Hall

Option B - Conceptual Floor Plans

July 2026



- | | | | |
|--------------|-----------------|-------------|-----------|
| CHAMBER | ADMINISTRATION | INSPECTIONS | FINANCE |
| PUBLIC | LEGAL | PLANNING | ASSESSING |
| STAFF SHARED | HUMAN RESOURCES | ENGINEERING | IT |
| SUPPORT | UNASSIGNED | | |
- SECURE LINE
- - - SEMI-SECURE LINE

Scope:

All Floors:

- Deferred MEP Systems Upgrades
- Elevator upgrade

Basement:

- Added training conference room
- Added wellness center
- Storage for departments

First Floor:

- Chamber relocates from basement to this floor (8'-0" ceiling)
- Relocated Legal, Administration, and Human Resources departments to this floor
- Added Heritage Hall

Second Floor:

- No major changes

Third Floor:

- No major changes

Fourth Floor:

- Shared break room
- Vacant space

Site:

- Mechanical equipment screening and dumpster enclosure added to east side
- Dumpster enclosure added to east side
- Reconfiguration of payment drop box, bike racks, curbing, and landscaping on NE corner

Schedule: 30.5 Months*

Budget: \$26M - \$29.5M**

*Assumes multi-phased construction

**Includes construction costs, contingency, and soft costs

Refer to following slides for enlarged plans



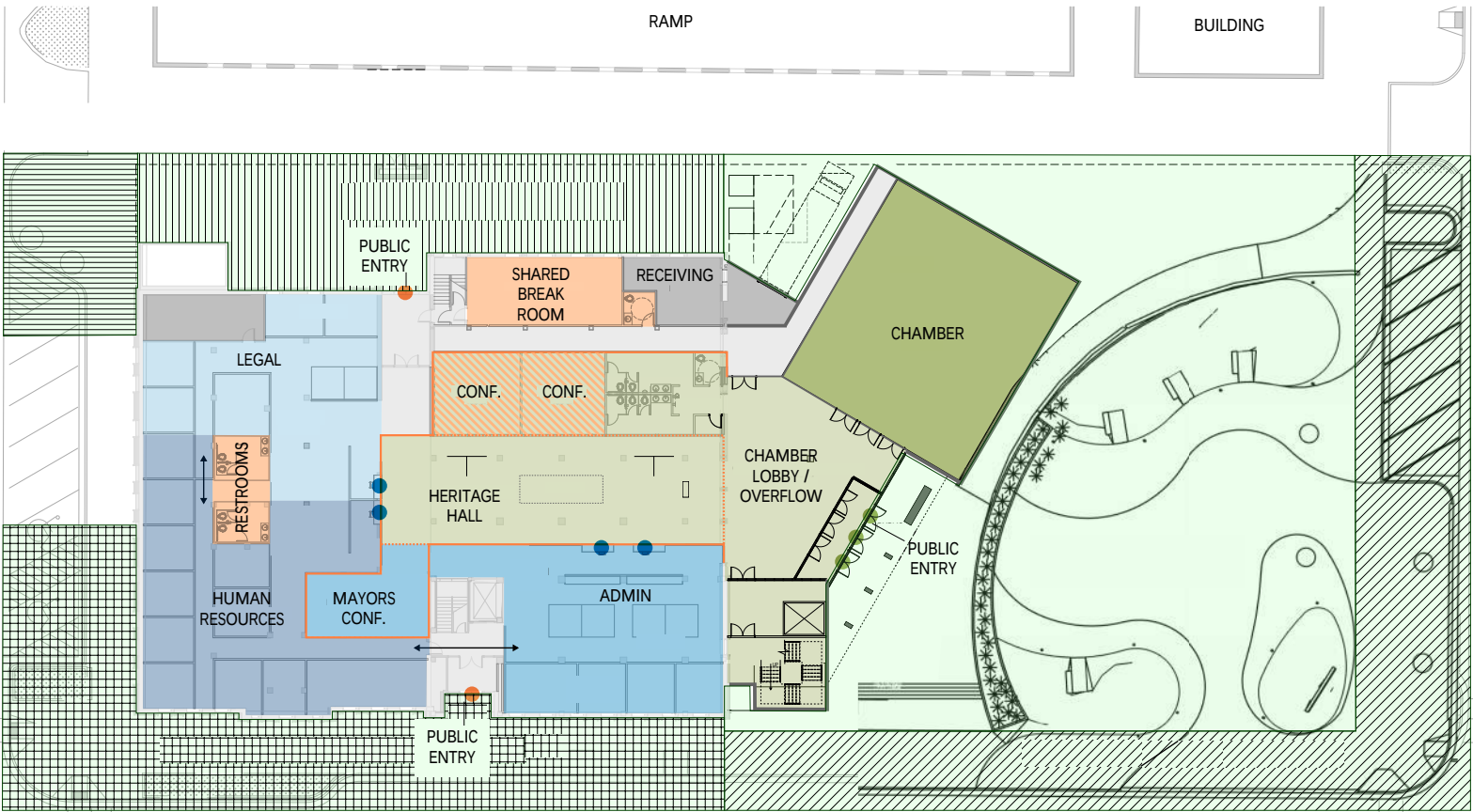


City of Bismarck - City Hall

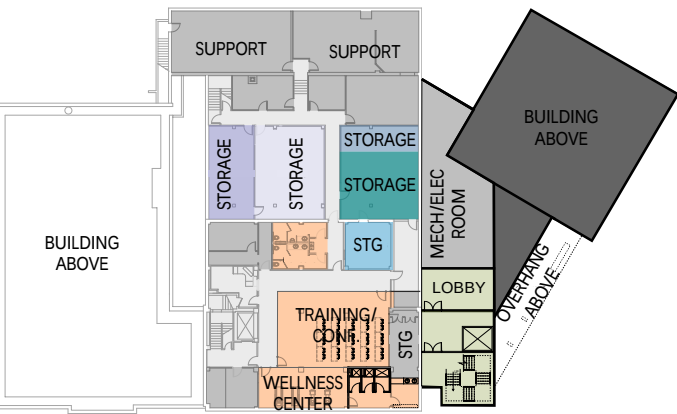
Appendix: Option B - Chamber View

July 2026

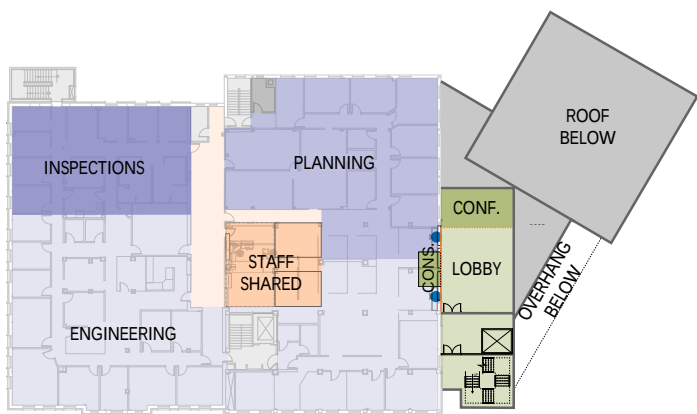
Option D
Comprehensive Renovation and Building Expansion



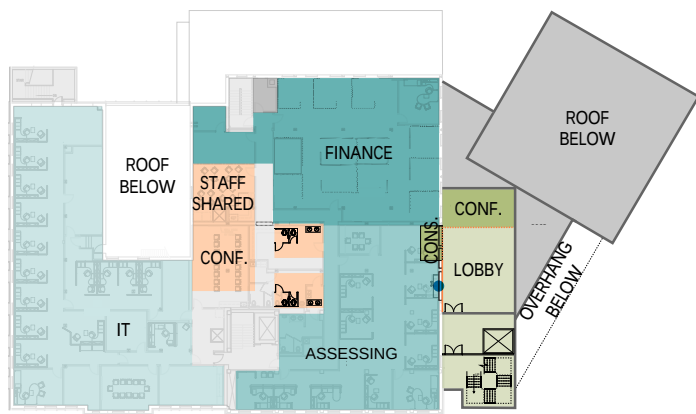
First Floor + Site



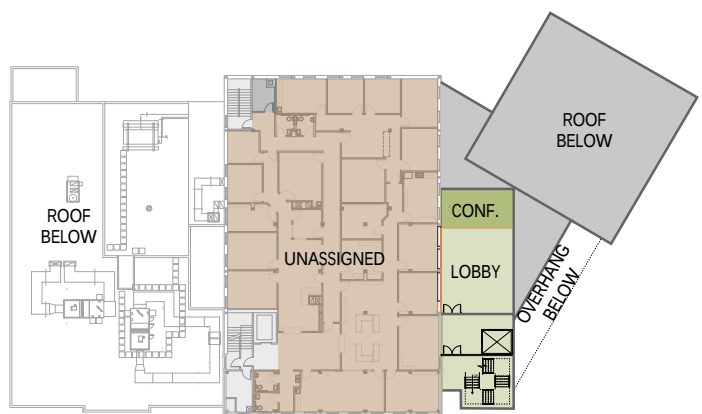
Basement



Second Floor

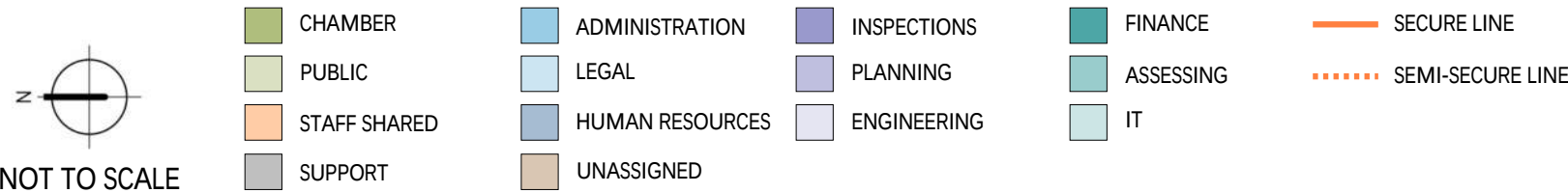


Third Floor



Fourth Floor

City of Bismarck - City Hall
Option D - Conceptual Floor Plans
July 2026



Scope:

All Floors:

- MEP Systems Upgrades
- Circulation tower, conference room and lobby

Basement:

- Added training conference room
- Added wellness center
- Improved and relocated mechanical and electrical room

First Floor:

- Expansion to south for new Chamber, overflow/Chamber lobby space, & circulation tower
- Relocated Legal, Administration, and Human Resources departments to this floor
- Added Heritage Hall and a shared break room

Second Floor:

- Reconfigured Engineering, Planning, and Inspections departments

Third Floor:

- No major changes

Fourth Floor:

- Fully vacant floor

Site:

- Basic plaza
- Mechanical equipment screening and dumpster enclosure added to east side
- Reconfiguration of payment drop box, bike racks, curbing, and landscaping on NE corner
- Perimeter landscape improvements to meet ordinance requirements
- Added loading dock

Refer to following slides for enlarged plans

Schedule: 29.5 Months*

Budget: \$34M - \$38M**

*Assumes multi-phased construction

**Includes construction costs, contingency, and soft costs

CONTENT ON THIS PAGE IS AS PRESENTED TO THE CITY COMMISSION ON JULY 28, 2026



City of Bismarck - City Hall
Appendix: Option D - Exterior Rendering
July 2026



City of Bismarck - City Hall
Appendix: Option D - Exterior Rendering
July 2026



City of Bismarck - City Hall

Appendix: Option D - Chamber View

July 2026

Guiding Principles Matrix

	Accessible & Approachable	Safety & Security	Civic Identity	Systems & Efficiency	Space Optimization	Operational Impact & Schedule	Construction Cost	Value	Weighted Score	Steering Committee Score (Average)	Estimated Construction Budget
Option A: Minimal Renovation	1	1	1	3	1	3	5	3	2.6	25.5	\$11M - \$12.8M
Option B: Improved Renovation	3	3	2	3	3	2	2	3	2.6	49.75	\$26M - \$29.5M
Option C: Comprehensive Renovation Within Existing Footprint	4	3	3	3	3	1	2	2	2.5	69.25	\$35M - \$39.4M
Option D: Renovation & Expansion	5	5	5	4	4	3	2	5	4.0	91.75	\$34M - \$38M
Option E: New Building	5	5	5	5	5	5	1	3	3.8	75	\$46.9M - \$50.1M
	10%	10%	10%	10%	10%	10%	20%	20%	Out of 5.0 Points	Out of 100 Points	

Score	Rating
5	Excellent Alignment
4	Strong Alignment
3	Moderate Alignment
2	Needs Improvement
1	Not Well Aligned



Administration Department

DATE: August 25, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Burleigh County Request to Terminate the 2004 Emergency Management Joint Powers Agreement and Reduction of Rental Payments

REQUEST:

Consider the request from Burleigh County to terminate the 2004 Emergency Management Joint Powers Agreement and proposal to reduce the Burleigh County obligation for annual lease cost share for the Emergency Operations Center portion of the facility.

BACKGROUND INFORMATION:

Burleigh County is proposing to terminate the 2004 Emergency Management Joint Powers Agreement between itself and the City of Bismarck. Additionally, Burleigh County is also proposing to reduce the previously-agreed upon rental structure agreement for first floor Emergency Management and Emergency Operations Center space it agreed to occupy through 2040. Burleigh County is proposing to pay a reduced portion of the rent; \$19,000 annually through 2040 for a total of \$266,000. The current agreement requires Burleigh County to pay \$73,780.00 annually, its portion of the area designated for emergency management activities. The full amount obligated to Burleigh County for its portion of the Emergency Management and Emergency Operations Center at the facility is approximately \$1,030,000 through the end of the contract. The difference in the agreed-upon amount and the amount proposed by Burleigh County is \$54,780 annually through 2040, for a total of \$766,920 ending in 2040. The agreement with the building owner, Dakota Carrier Network (DCN) has not changed; the City of Bismarck and/or Burleigh County must continue to pay and budget for the Emergency Operations Center portion of the lease, regardless of Burleigh County's proposal or recent actions taken to vacate the property.

Staff representing Burleigh County will present information to the City Commission.

RECOMMENDED CITY COMMISSION ACTION:

Consider the proposal from Burleigh County and direct City staff on appropriate actions.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:

1. Letter

2. Agreement to Terminate

BURLEIGH COUNTY STATE'S ATTORNEY

JULIE LAWYER
STATE'S ATTORNEY

August 18, 2026

Bismarck City Commissioners

RE: Emergency Management Joint Powers Agreement

Commissioners:

As you know, the Bismarck / Burleigh Emergency Management Joint Powers Agreement became effective May 1, 2004 and has not been updated since, despite the fact that changes were made and the Joint Powers Agreement is outdated.

Burleigh County administration and emergency management personnel have had discussions with Bismarck City administration and emergency management personnel regarding terminating the Joint Powers Agreement.

The main concerns were for distribution of property accumulated by the City and the County from 2004 through the present and the lease agreement for emergency management operations and Central Dakota Communications. The lease agreement does not designate space or cost per municipality involved, that is governed by the Joint Powers Agreement. Once the Joint Powers Agreement is terminated, any division of fiscal responsibility regarding emergency management functions is also terminated.

In that regard, Burleigh County Commissioners approved the attached Agreement for Termination of the Emergency Management Joint Powers Agreement at its meeting on July 20, 2026. The County is proposing to continue paying the city a sum of \$19,000 per year for rent of the space used by the emergency management functions for as long as the space continues to be used exclusively for those functions. This amount reflects the County taxpayer portion of the rent payment previously allocated to the County under the Joint Powers Agreement. Burleigh County would continue to make that payment through the duration of the original lease agreement unless the City were to use that space for additional or different purposes other than emergency management.

Please see the proposed Agreement for Termination of the Emergency Management Joint Powers Agreement for your consideration.

Sincerely,



Julie Lawyer
State's Attorney
Burleigh County

**AGREEMENT FOR TERMINATION OF THE
EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT**

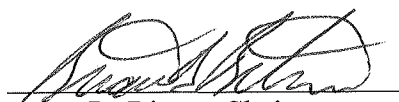
This Agreement is made and entered into by and between the City of Bismarck ("City") and Burleigh County ("County"), collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Emergency Management Joint Powers Agreement effective May 1, 2004;

WHEREAS, the Parties now mutually desire to terminate the Agreement, as it no longer serves the interests of either party;

NOW, THEREFORE, the Parties agree as follows:

1. **Termination:** The Emergency Management Joint Powers Agreement between the City of Bismarck and Burleigh County, effective May 1, 2004, is hereby terminated effective January 1, 2028.
2. **Release of Obligations:** Upon termination of this Agreement, neither Party shall have any further obligations, responsibilities, or liabilities under the Emergency Management Joint Powers Agreement.
3. **Rental Payments:** Notwithstanding the termination of the Emergency Management Joint Powers Agreement, County shall pay City a sum of \$19,000 per year for rent at 4200 Coleman Street, Bismarck, for the duration of the original term of the lease, so long as the space is used solely for its original purpose of the emergency management functions. In any event, rent payment shall terminate by December 2040. The payment shall be assessed in December for the year and payable no later than the following February.



Brian D. Bitner, Chair
Burleigh County Commission

7/21/26

Date

Michael Schmitz, Mayor
City of Bismarck

Date