Board of City Commissioners

September 8, 2026

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

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.

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 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. Permission to sell or dispose of City assets from the Bismarck Event Center at a public sale.

2. Appoint Finance Director Ryan Skor as a representative of the City of Bismarck as a member of the ND Opportunity Fund Loan Committee.

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

1. Receive and award bids for the Runway 3/21 and Taxiway D Rehabilitation Phase 2 Project.

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

1. Permission to add T1001/Nursing Assessment/Evaluation to the fee schedule effective September 1, 2026.

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

1. Close 6th Street from Main Avenue north to the alley on Tuesday, October 6, 2026, from 3:00 PM - 9:00 PM for the North Dakota Council on the Arts free music and art community event.

2. North Dakota Department of Transportation (NDDOT) Cost Participation, Construction and Maintenance Agreement for the safety improvements at the intersection of Washington Street & Bowen Avenue, HEU-1-981(147) PCN 24625, City project HC 172.

3. North Dakota Department of Transportation (NDDOT) Cost Participation and Maintenance (CPM) agreement amendment for NHU-1-083(149)900 PCN 24406, City Project HC-185.

4. Hear the Insufficiency of protests on the resolution of necessity for Park Improvement District PI 007.

5. Resolution receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Street Improvement District No. SI 601 and Sewer Improvement District No. SE 587.

6. Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District SE 576 - Part B.

7. Resolutions receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Sewer Improvement District No. SE 588.

8. Receive information regarding Change Order No. 2 for Water Utility Project WU 152.

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

1. Introduction of and call for a public hearing on the concrete sidewalk, curb and gutter, and private driveway assessments as part of the SW2025 assessments.

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

1. Receive, consider and approve the Policy Manual Update, regarding Chapter 18, Section 5 Letter b.

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

1. Introduction of and call for a public hearing on Ordinance 6664, amendments to Title 14.1 Stormwater Management to align with the recently adopted Land Development Code, where the Planning and Zoning Commission recommends approval.

2. Introduction of and call for a public hearing on Ordinance 6682, amendments in various sections related to the adoption of Title 14, the Land Development Code.

3. Introduction of and call for a public hearing on Ordinance 6683, a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District (POD) on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition, where the Planning and Zoning Commission recommends approval.

4. Introduction of and call for a public hearing on Ordinance 6684, a zoning map amendment from the CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition, where the Planning and Zoning Commission recommends approval.

5. Introduction of and call for a public hearing on Ordinance 6686, a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District, and OS-Open Space zoning districts for William Blackstone Addition, where the Planning and Zoning Commission recommends approval.

6. Introduction of and call for a public hearing on Ordinance 6685, a zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban, and of a proposed major subdivision final plat titled Cottage Grove Addition. The project area would be a replat of Lot A of Lot 3, Block 2, KMK Estates, where the Planning and Zoning Commission recommends approval.

7. Introduction of and call for a public hearing on Ordinance 6687, an update to a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition, where the Planning and Zoning Commission recommends approval.

8. Preliminary subdivision plat titled Paradise Commercial Center Addition, where the Planning and Zoning Commission recommends approval.

9. Curb Management Study Contract.

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

1. Permission to award snow hauling contracts to multiple contractors for City snow removal operations.

2. Permission to award snow removal for the City/County Building parking lot, Public Library sidewalks and parking lot, Public Health parking lots, and public sidewalk sites to All Seasons Landscape.

3. Extend the Fuel Station agreement with KLJ Engineering LLC through December 31, 2026.

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

1. Amendment No. 11 with HDR Inc for the Water Treatment Plant (WTP) Expansion Project.

3. **REGULAR AGENDA**

A. Consider the request to approve the recommendation to contract with HealthPartners as the City of Bismarck's health insurance provider.

B. 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.

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.

D. 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.

E. Public hearing on Ordinance 6681 for the 2027 City budget.

F. Consider the request to discuss steps moving forward with the detection of the Emerald Ash Borer in Bismarck.

4. **OTHER BUSINESS**

ADJOURN

MEETING OF THE BOARD OF CITY COMMISSIONERS

8/25/2026 - MINUTES

CALL TO ORDER

The Board of City Commissioners met on August 25, 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

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.

   No public comment was received.

2. **CONSENT AGENDA**

Commissioner Risch requested to have items E.1 and I.1 pulled for discussion.
Commissioner Hull requested to have item K.2 pulled for discussion.

- Commissioner Doll moved to approve the consent agenda without items E.1, I.1, and K.2, and Commissioner Hull seconded. Upon a roll call vote, all voted aye. M/C.

A. Consider approval of minutes

B. Consider approval of personnel actions

C. Consider approval of expenditures

Vouchers: 1134203-1134481

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.

Commissioner Risch would like to further discuss purchasing the FlyMyAirport app with Airport Staff before bringing it back to the Commission for approval.

- Commissioner Risch moved to table item E.1, and Commissioner Doll seconded. Upon a roll call vote, all voted aye. M/C.

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.

Commissioner Risch highlighted ongoing work on a new ordinance for e-bikes and similar vehicles, coordinated with police, legal staff, and the city of Mandan to ensure consistency. Commissioner Risch noted that officers have been doing community outreach because some e-bikes are being ridden too fast or by children who are too young. Public concerns include safety on trails and the need to maintain an affordable transportation option. Commissioner Risch encouraged the public to review the draft ordinance, provide feedback, and attend the public hearing at the September 8, 2026, Commission meeting.

- Commissioner Risch moved to approve Item E.1, and Commissioner Connelly seconded for discussion.

Discussion:

- Commissioner Connelly stated that he agrees with Commissioner Risch's concerns about increasing issues with e-bikes, small motorcycles, and even regular vehicles using Bismarck park paths. Commissioner Connelly noted that the park district uses electric bikes for positive purposes, which should

be considered in future decisions. Commissioner Connelly concluded by supporting discussion at the public hearing on September 8th.

- Commissioner Hull asked for clarification about Section 12-11-01, and if e-bike traffic law compliance is stated.
- City Attorney Julie Mees explained that the legislature has specifically excluded electric bicycles from the definition of motorized bicycles. She explained that e-bikes fall under the regular bicycle category, meaning riders must follow standard traffic laws. Attorney Mees continued, stating the City has considered creating additional rules, particularly for minors, regarding speed limits and required equipment.
- Commissioner Risch noted that the West Fargo School District banned all electric scooters and bikes from the grade schools and middle schools, and that the City of Bismarck needs to tighten the regulations.
- Mayor Schmitz explained that the City is working on a new ordinance related to electric bicycles, similar to one recently adopted in Dickinson. He noted that the ordinance includes regulations for pedal-driven e-bikes with motors, including age requirements and classifications. Mayor Schmitz emphasizes that the topic needs more public input to ensure the ordinance is developed correctly and appreciates that the issue was brought up.
- Commissioner Doll noted that there are three different classes of bikes that are addressed in the ordinance and that each class is different and that they have different regulations that will be put in place.

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

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.

Commissioner Hull explained that he reviewed the mileage of the vehicles to be sold and noticed that none had reached 100,000 miles. He noted that, based on his experience, vehicles were kept much longer and had higher mileage. He was asking why these vehicles are being retired with their low mileage and age. Commissioner Risch explained

that the City replaces vehicles and equipment based on factors like age, mileage, and hours of use, rather than waiting until they have little resale value. Commissioner Risch noted that different departments use different methods to sell old equipment, such as GovDeals.com, auctions in Fargo, or annual Police sales. Public Works Service Operations Director, Steve Salwei, explained that the goal of the Fleet Maintenance Plan is to maximize a vehicle's return on investment by keeping it in service as long as possible while still ensuring it can be sold for a good value. Director Salwei noted that once vehicles reach around ten years old, parts become harder to find, making maintenance difficult.

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

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.

Daniel Nairn, Planning Director, presented an annexation request from Wilmette Development, LLC for Block 2 of Northern Sky Second Edition. The land is surrounded by Bismarck City limits, and annexation would allow for the extension of City services and development of office and commercial uses. The area is considered a high-priority location within the City's growth plan and a development agreement already required annexation by February 25, 2030. The Planning and Zoning Commission reviewed the request and recommended approval.

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

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

B. Public hearing on Ordinance 6679, a zoning map amendment, and Paradise Valley Third Addition, a preliminary subdivision plat.

Daniel Nairn, Planning Director, presented a request by Bismarck Paradise Valley LLC for approval to amend the zoning map for a property in south Bimsarck, located along the south side of Burley Avenue between Rutland Drive and Boston Drive. The current RM30 residential zoning would be split into two new districts: a commercial mixed-use district on the north portion of the site for future development, and a residential multifamily district on the south portion, where town homes already exist. They are also submitting a preliminary subdivision plat, called Paradise Valley Third Edition, to formally create these two lots and align them with the proposed zoning changes. Under the new land development code, this preliminary plat requires approval from both the Planning Commission and City Commission, while the final plat will be handled administratively as long as it matches the approved preliminary version. Director Nairn further explained that the change is being brought forward to help expedite development and assures that the developer can begin work on the higher level details while also creating efficiency in the process.

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

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

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.

Commissioner Risch moved to continue the public hearing to the September 8, 2026, meeting, and Commissioner Connelly seconded. Upon a roll call vote, all voted aye. M/C

D. Public hearing to approve a non-exclusive right of way occupancy agreement with Metro Fibernet, LLC.

City Engineer Gabe Schell introduced Jill Cordes, a representative of Metronet Fiber Optics (Metronet). Ms. Cordes explained that Metronet is jointly owned by T-Mobile and KKR, and is a long-established fiber optic builder operating in 19 states and 300 communities. Metronet is proposing to bring future-proof fiber internet and phone services to Bismarck, offering speeds up to 100 GB, stressing strong customer service, reliable construction, clear communication, and long-term community partnership. Ms. Cordes noted that they emphasize branded crews, a structured four-step resident notification process, quick restoration response, and ongoing collaboration with the City throughout construction and future expansion.

During discussion, Commissioners asked Ms. Cordes and City staff questions about Metronet's planned fiber buildout in Bismarck. Ms. Cordes explained that the company would be maintaining a local warehouse for field operations and long-term project staff and the sales team would be sharing existing T-Mobile office space. The Committee also discussed existing competition and bonding requirements, with staff confirming that Metronet's agreement mirrors the City's prior Gateway Fiber contract and includes construction-phase bonding. Ms. Cordes noted that Metronet's goal is to build citywide and reach essentially 100% of residents and businesses, contingent on obtaining

necessary access agreements. She confirmed that residential utility boxes will be flush-mounted, clearly labeled with the Metronet logo, and installed near existing utility pedestals. Metronet will work with residents to avoid or repair sprinkler system damage, using a ticketing and marketing process. Ms. Cordes also clarified that Metronet is a telecommunications provider, not a cable company, so franchise fees do not apply. Commissioners emphasized the importance of communication and keeping equipment within stated size expectations. Ms. Cordes states that the company will remain flexible on placement, timing, and neighborhood needs to minimize disruptions.

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

Commissioner Hull moved to approve as presented, and Commissioner Risch seconded.
Discussion: City Engineer Gabe Schell, explained that while large handholds may be placed in the public right-of-way, the City strives to preserve the space for its own essential infrastructure. As a result, some utility components may need to be located within private utility easements in front, rear, or side yards. Director Schell noted that large above-ground boxes could be situated partly in the right-of-way and partly within private easements, similar to existing transformers or fiber installations. Commissioner Connelly questioned whether providers must obtain resident sign-off for above-ground equipment and Engineer Schell explained that no such mechanism exists because property owners already grant permission through utility easements established during development. Commissioner Risch confirmed that the agreement includes a 2.5% gross fee to the City and expressed concern about declining cable subscriptions, which traditionally help fund Dakota Media Access, suggesting that future adjustments to funding sources may be needed.
Upon a roll call vote, all voted aye. M/C.

E. Consider the request to receive a report from the Bismarck-Mandan Chamber EDC relating to the economic development services provided.

Brenda Nagel, President and CEO of the Bismarck-Mandan Chamber EDC (Chamber), provided an overview of economic development, explaining its purpose, importance, and the Chamber's current efforts. Ms. Nagel highlighted workforce development initiatives, including educator experiences, job shadowing, webinars, leadership programs, and the internship network designed to attract young talent to the Bismarck-Mandan area. She also described business attraction efforts, such as the Viewpoint video series and the Make Your Mark website, which help promote the community to prospective businesses. Ms. Nagel outlined business retention activities and support for entrepreneurs, including the upcoming Business Pitch Challenge and ongoing 1 Million Cups sessions. Ms. Nagel also reviewed the role and function of the City's Vision Fund, noting its use as a low-interest, leveraged loan program and the modest size of available loans. The Commissioners discussed prioritizing certain business types, the need for clearer criteria, applicant participation at meetings, and follow-up on job creation commitments. Ms. Nagel emphasized that the City is not alone in these efforts, pointing to the Chamber's community builders who invest privately in economic development alongside public funds. She closed by expressing appreciation for the City's partnership and the shared goal of supporting Bismarck's long-term growth and competitiveness.

F. Consider the request to receive updated information relating to the proposed City Hall renovation project.

City Administrator Jason Tomanek provided an update on the concepts for potential renovations to the building once Burleigh County vacates the first floor. Administrator Tomanek noted that based on the Commission's direction to explore Options B and D, architects from Endeavor North Design (Endeavor) refined their work to focus on the two options. Option B is a smaller-scale renovation within the existing footprint that relocates the Commission chambers to the first floor, and Option D, a larger expansion to the south that enhances public acces and adds features such as a new elevator, stair tower, and expanded chamber space. Cole Johnson, an architect from Endeavor, explained that the design team validated the project scope, reduced contingencies, consolidated construction phases, and identified cost savings in soft costs, furnishings, and hazardous material abatement. Mr. Johnson explained that these adjustments lowered the estimated cost for both options. Option B now ranges from $23.5M to $25.5M, while Option D ranges from $29.5M to $32.2M. The updated designs were evaluated against guiding principles and strategic values, and the team is prepared to answer questions as the Commission moves closer to a final decision, likely needed soon to avoid delaying a potential 2027 project start.

The Commissioners' discussion centered on budget considerations and design decisions. The Commission questioned whether furniture costs should be included, noting much existing modular furniture can be reused with only select replacements needed. They also compared the project's price to recent school construction costs, expressing concern about public perception. The conversation explored various renovation options, particularly focusing on accessibility upgrades, a south-side entrance, elevator replacement, and potential plaza improvements. The Commission discussed energy efficiency opportunities though exact returns on investment are uncertain. Funding questions arose regarding reserve policies, available unassigned funds, previously committed funds, and how adjusting the reserve formula might free additional dollars. Some Commissioners suggest exploring community contributions for the plaza space. Ultimately, the group emphasizes the need for clear direction, so the design team can proceed, debating timelines and whether to adopt Option D or request further details before making a formal motion.

Commissioner Risch moved to direct staff to proceed with Option D, and Commissioner Doll seconded. Commissioner Hull removed himself from the discussion and vote due to a conflict of interest.

Discussion: The remaining Commissioners' discussion centered on reviewing updated cost estimates for both project Options B and D. Commissioner Connelly noted his vote would be a "no" on anything around $23M and explained that he would be willing to continue the conversation. The Commission discussed the difference in original cost for both options, noting the updated estimated costs for Option B are now $23.4-25.5M and Option D is $29.5-32.2M. Discussion concluded with consensus that Option B may be lower in cost but ultimately Option D is the better long-term solution for community growth and future public hearing space needs.

Upon a roll call vote, Commissioners Doll, Connelly, Risch, and Mayor Schmitz voted aye. Commissioner Hull abstained from voting. M/C.

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.

Burleigh County States Attorney Julie Laywer presented a request from Burleigh County to terminate the 2004 Emergency Management Joint Powers Agreement (JPA) and discuss a reduction of rental payments at the Emergency Operations Center. Attorney Laywer explained that the County submitted a proposal related to the lease and cost-sharing arrangement for the Emergency Management facility, noting that the JPA will terminate on January 1, 2028. She explained that historically, Bismarck has covered 75% of Emergency Management costs and Burleigh County 25%, reflecting population distribution. Attorney Lawyer stated that the County's new proposal is based on 25% of the lease cost, shifting 75% of the cost (roughly $700,000) to the City of Bismarck residents. Attorney Lawyer emphasized that the lease is jointly signed by the City of Bismarck, City of Mandan, and Burleigh County, and that the JPA governs how costs are split. City Commissioners discussed Burleigh County's decision to leave the jointly occupied building and the concerns over the financial burden left with Bismarck, and the decision to accept or deny the County's request to terminate the 2004 JPA.

Commissioner Risch moved to reject the request in its entirety, and Commissioner Hull seconded.

Discussion: Commissioner Connelly noted that he has worked really hard to keep communication between the County and the City, but he has to agree with the City's decision in this matter.

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

H. **Consider the request for permission to award the two-year contract for Sand, Salt, and Beet Juice for winter Street Maintenance to the lowest responsive bidders. The contracts will be structured so that the lowest bidder has the primary opportunity to supply materials. However, if the awarded vendor is unable to meet the City's scheduling or material requirements, the City may proceed with the next lowest qualified bidder.**

Steve Salwei, Public Works Service Operation Director, presented bids received for Deicing Sand, Brine Salt, or Beet Juice Concentrate materials for winter street maintenance and presented the following recommendations to award:

Part 1 — Deicing Sand to Knife River Corporation $23.49/ton (2026) and $24.29/ton (2027)

Part 2 — Brine Salt to NSC Minerals Ltd for $123.73/ton (2026) and $127.45/ton (2027)

Part 3 — Beet Juice Concentrate to K-Tech Specialty Coatings for $2.95/gal (2026) and $3.45/gal (2027)

During discussion, the Commissioner asked if the City would be eligible for tariff refunds similar to those received by Target and Walmart and if the contractors working with the City could receive similar refunds, and if so, whether those savings could be passed back to the City since it initially pays the tariffs? Director Salwei responded that the contract could be written to ensure that any refunded tariff amount is returned to the City.

Commissioner Doll moved to approve with the refunded tariff amount included in the contracts and Commissioner Hull seconded. Upon a roll call vote, all voted aye. M/C.

4. **OTHER BUSINESS**

A. Commissioner Risch wanted to remind citizens of the Reuse Store at the City Landfill.

B. Commissioner Connelly wanted to remind citizens of the Community Forum to discuss the Sports and Community Recreation Facility at City of Bismarck Public Works from 6:30 PM to 8:00 PM on August 26, 2026.

ADJOURN

There being no further business to discuss, the meeting was adjourned at 7:32 PM.

PERSONNEL ACTIONS FOR THE MEETING ON September 8, 2026

Full-Time and Part-Time Appointments	Department	Status/Action	Date
Klipfel, Carter – Heavy Equipment Operator	PW-Services	Full-Time	9/14/2026
Vogel, Jacob – Heavy Equipment Operator	PW-Services	Full-Time	9/14/2026
Hill, Laura – Customer Service Rep I	PW-Utility	Full-Time	09/01/2026
Separations			
Bald Eagle, Westly – 911 Comm Specialist	CenCom	Full-Time	8/14/2026
Crosley, Shelea – 911 Comm Specialist	CenCom	Full-Time	8/28/2026
Monroe, Elijah – Traffic Signal Tech	PW-Services	Full-Time	08/18/2026
Olson, Katie – Maintenance Worker	PW-Utility	Part-Time	8/19/2026
Rasset, Jabob - Maintenance Worker	PW-Utility	Part-Time	8/24/2026
Others			

Administration Department

DATE: September 8, 2026

FROM: Jason Tomanek, City Administrator

ITEM: Disposing of City Assets

REQUEST:
Permission to sell or dispose of City assets from the Bismarck Event Center at a public sale.

BACKGROUND INFORMATION:
Request permission to sell or dispose of City Assets at public sale. Oak View Group has identified approximately 230 chairs that are no longer needed or utilized at the Bismarck Event Center. The chairs would be sold through an online auction site (govdeals.com) in accordance with City ordinance.

RECOMMENDED CITY COMMISSION ACTION:
Approve the sale of City assets from the Bismarck Event Center.

STAFF CONTACT INFORMATION:
Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:
None

Administration Department

DATE: September 8, 2026

FROM: Jason Tomanek, City Administrator

ITEM: ND Opportunity Fund Loan Committee Appointment

REQUEST:
Appoint Finance Director Ryan Skor as a representative of the City of Bismarck as a member of the ND Opportunity Fund Loan Committee.

BACKGROUND INFORMATION:
The Lewis & Clark Development Group (LCDG) is a collaboration of three separate non-profit organizations, Lewis & Clark Regional Development Council (LCRDC), the Lewis & Clark Certified Development Company (LCCDC), and CommunityWorks North Dakota (CWND), joined to provide programs and loans to support businesses, local governments, and individuals in expanding affordable housing opportunities and advancing economic and community development across North Dakota. Each of these three entities serves specific purposes and offers unique services but share staff and resources. LCD Group oversees the North Dakota Opportunity Fund (NDOF), an innovative program that leverages private lending financing to help small businesses and manufacturers attain loans and critical investments needed to expand and create jobs. In addition to providing loans, the NDOF also offers a Collateral Support Program for qualifying businesses. Businesses located in the NDOF consortium of 38 North Dakota municipalities are eligible for participation in the program.

RECOMMENDED CITY COMMISSION ACTION:
Appoint Finance Director Ryan Skor to serve on the ND Opportunity Fund Loan Committee.

STAFF CONTACT INFORMATION:
Jason Tomanek, City Administrator, 701-355-1300, jtomanek@bismarcknd.gov

ATTACHMENTS:
None

Airport

DATE: September 8, 2026

FROM: Gregory Haug, Airport Director

ITEM: Runway 3/21 and Taxiway D Rehabilitation Phase 2 Project

REQUEST:
Receive and award bids for the Runway 3/21 and Taxiway D Rehabilitation Phase 2 Project.

BACKGROUND INFORMATION:
In September 2025, the City Commission awarded bids to Strata Corporation and Edling Electric for the construction of the Runway 3/21 and Taxiway D Phase 1 rehabilitation project. Phase 1 includes the pavement surfaces on the east side of Runway 13/31. Currently, the contractors are constructing the project, and it is scheduled to be completed on or before September 18, 2026. Also, in September 2025, the City Commission approved Airport staff entering into an agreement with KLJ for the design, construction administration, observation, and closeout of the Runway 3/21 and Taxiway D Rehabilitation Phase 2 Project. Phase 2 of the project consists of all the pavement surfaces west of Runway 13/31. The final design package for the Project was approved by Airport staff and the FAA in March 2026.

The purpose of this two-phase project is to rehabilitate (mill and overlay) the runway and parallel taxiway, adding years of useful life to the pavements. Currently, the pavement condition index value of the runway and taxiway ranges from 34 to 59. (Enclosure 1) In these ranges, the recommendation is rehabilitation. If nothing is completed, the pavement will continue to deteriorate, resulting in potential safety issues and a more costly reconstruction project. In addition to rehabilitating the pavement, the project will improve drainage near the two runways as well as correct some safety area deficiencies that were identified by the Federal Aviation Administration (FAA) Airport Certification Inspector. The Airport is required to correct these deficiencies.

Phase 2 of the project was publicly bid on May 9, 2026, and bids were received by Airport staff on June 8, 2026. The bid schedule included a general construction base bid item and alternate and an electrical base bid item and alternate. Bids were received from three companies, Strata Corporation, Northern Improvement Company and Edling Electric, Inc. Northern Improvement and Strata Corporation provided bids for the general construction. Edling Electric, Inc. and Strata Corporation provided bids for the electrical work. The bid tabulation for all bids received for Phase 2 is enclosed for reference. (Enclosure 2). Northern Improvement Company provided the low bid for the general base bid and alternate with a combined bid of $11,263,346.60. Edling Electric, Inc. provided the low bid for the electrical base bid and an alternate with a

combined bid of $1,353,910.00.

Both the general and electrical bids came in over the engineer's estimate for the project. The general bid came in 45% higher than the engineer's estimate and the electrical bid was 5% higher than the engineer's estimate. In 2025, the Airport received excellent unit prices on the Phase 1 project bid. When developing the Phase 2 cost estimate, the engineer used unit prices similar to those received in the Phase 1 bid versus what they originally had planned to use for the estimate, which were higher. Unfortunately, the unit prices received on the Phase 2 bids were higher than both the original and revised estimates. While the bids for the general work are higher than the engineer's estimate, the two bids received were within 2.5% of each other, indicating this is the current market cost for this type of project. For reference, Airport staff has provided a comparison sheet showing the bids received, against the engineer's original estimate and their revised estimate (Enclosure 3). When comparing bids received against the original estimate, the bids for the general work would have been 27% higher than the estimate, so either way, the bids received are higher.

In researching why the unit prices were above the engineer's estimate, the contractor noted that the uncertainty regarding the price of oil led to the higher cost and bid price. As an asphalt project, oil plays a role in all aspects of the project, including the pavement itself, trucking, movement of supplies and materials and equipment operation. After consulting with staff from the FAA, North Dakota Aeronautic Commission (NDAC), and the engineer, there is a strong concern that if the project were to be rebid, the bids may be higher than those received and there may be less competition because one of the contractors has been awarded another large project in our area. The engineer has reviewed the bids and believes the costs are reasonable based on current market conditions and recommends awarding the bids to Northern Improvement Company and Edling Electric, Inc.

When the construction costs are combined with the engineering cost, the total project is $13,995,362. The Airport has worked with FAA staff to maximize the FAA grant funding for the project. The FAA has informed us that the grant amount will be $8,818,680. The FAA grant will cover up to 95% of the construction costs, construction administration, observation, and closeout of Phase 2 which will cover $9,282,821 of the total project costs. The shortage of $4,712,541 will initially be funded using airport reserves. While developing the funding plan for the Phase 2 project, Airport staff had several conversations with NDAC leadership about helping to fund the shortfall. The NDAC staff has indicated that this is a high priority project in ND and will be looked at favorably for funding in 2027. Airport staff is confident that an additional grant funding package will be received from the NDAC in 2027 to help cover the initial shortfall in federal funding. Next spring, Airport staff will submit a grant application to the NDAC for 50% of the total shortfall for Phase 2 of this project. With favorable funding from the NDAC in 2027, the local share would be reduced to $2,588,341. A project budget is included for reference. (Enclosure 4) After careful review of all factors and consultation with the project engineer, NDAC, and FAA, Airport staff recommends awarding the Base Bid Schedule 1- Divisions 1 through 8, and the Alternate Bid - Schedule1 Alternate A to Northern Improvement Company and Base Bid Schedule 2- Divisions 1 through 4, and Alternate Bid Schedule 2; Division 5, Alternate A to Edling Electric, Inc. subject to receiving the aforementioned FAA grant offer.

RECOMMENDED CITY COMMISSION ACTION:

1. Receive bids for the Runway 3/21 and Taxiway D Rehabilitation Phase 2 West Project
2. Award base bids and alternates as described to Northern Improvement Company

3. Award base bids and alternates as described to Edling Electric, Inc.
4. Authorize City and Airport staff to execute contracts with Northern Improvement Company and Edling Electric
5. Authorize Project Budget.
6. Authorize Airport and City staff to accept FAA grant funds for the 3/21 and Taxiway Rehabilitation Phase 2 West Project.

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:
1. AIR - 1
2. AIR - 2
3. AIR - 3
4. AIR - 4

Bismarck Airport

Runway 3-21 and Taxiway D Rehabilitation – Phase 2

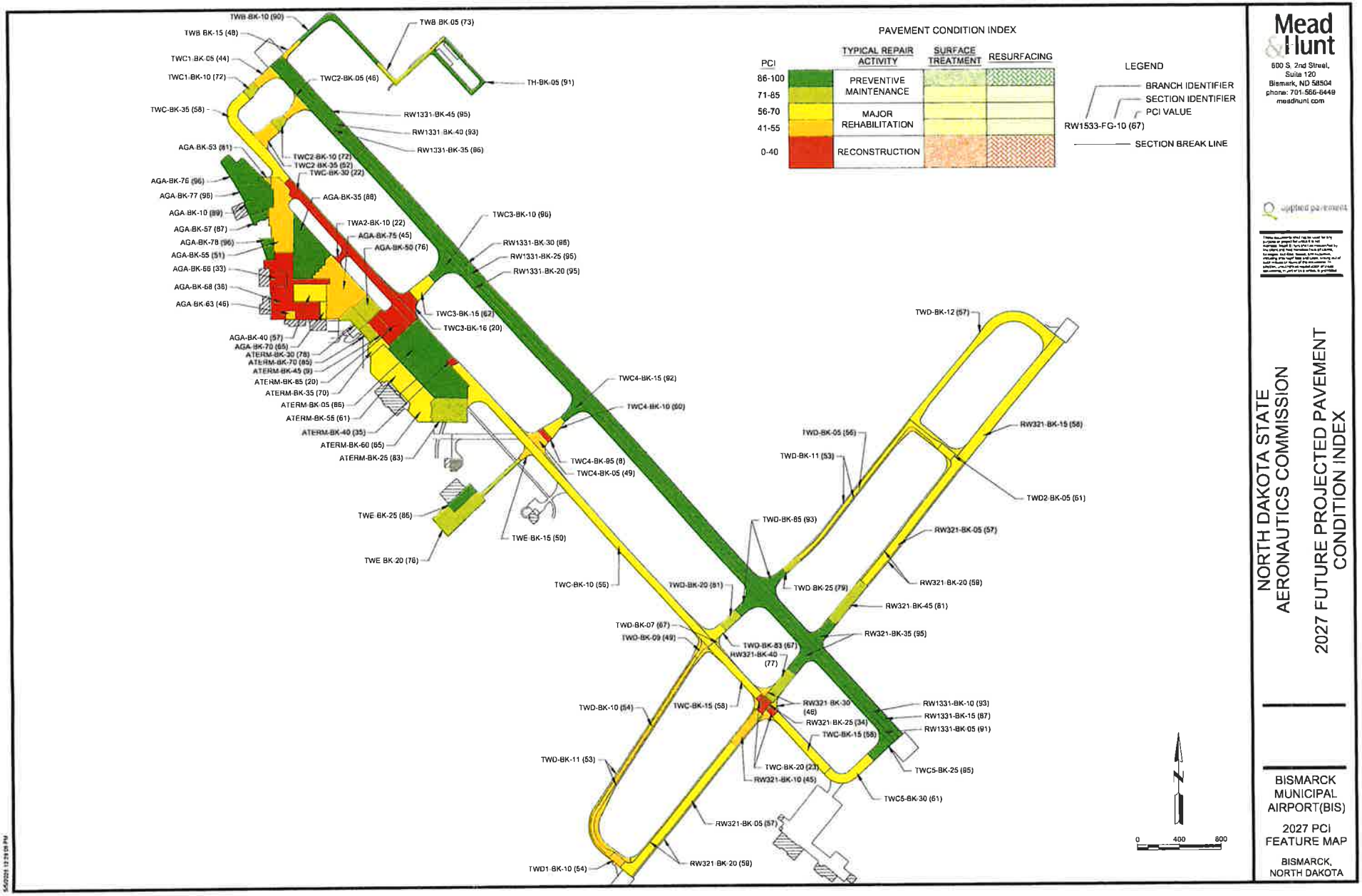
AIP #3-38-0003-078-2026; KLJ #2505-00358

Monday, June 8, 2026; 4:00 P.M. CT

Bidder	Total Bid Schedule 1, Divisions 1 to 8, Base Bid (Column 1)	Total Bid Schedule 1, Divisions 1 to 8, Base Bid plus Schedule 1, Division 9, Alternate A (Non-Participating) (Column 2)	Total Bid Schedule 2, Divisions 1 to 4, Base Bid (Column 3)	Total Bid Schedule 2, Divisions 1 to 4, Base Bid plus Schedule 2, Division 5, Alternate A (Non-Participating) (Column 4)
Edling Electric, Inc. Bismarck, ND	NO BID	NO BID	$ 1,346,110.00	$ 1,353,910.00
Northern Improvement Company Bismarck, ND	$ 11,100,784.30	$ 11,263,346.60	NO BID	NO BID
Strata Corporation Grand Forks, ND	$ 11,375,068.53	$ 11,544,940.59	$ 1,800,437.11	$ 1,808,812.74
Engineer's Opinion of Construction Cost	**$ 7,554,841.00**	**$ 7,727,757.00**	**$ 1,281,525.00**	**$ 1,287,225.00**

Costs shown are AS READ from the bid opening.

Enclosure 1
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Mead & Hunt
600 S. 2nd Street, Suite 120
Bismark, ND 58504
phone: 701-566-6449
meadhunt.com

applied pavement

NORTH DAKOTA STATE AERONAUTICS COMMISSION

2027 FUTURE PROJECTED PAVEMENT CONDITION INDEX

BISMARCK MUNICIPAL AIRPORT(BIS)

2027 PCI FEATURE MAP

BISMARCK, NORTH DAKOTA

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5/4/2023 12:19:29 PM

Exhibit 2
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KLJ

BID SUMMARY COMPARISON
Bismarck Airport
Runway 3-21 and Taxiway D Rehabilitation – Phase 2
AIP #3-38-0003-078-2026; KLJ #2505-00358

Item	Description	Qty.	Unit	Engineer's Opinion of Construction Cost - Original		Engineer's Opinion of Construction Cost - Adjusted		Northern Improvement Company Bismarck, ND		Difference between Engineer's Opinion - Original and NIC			Difference between Engineer's Opinion - Adjusted and NIC		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost Difference	Percentage Difference	Unit Cost	Total Cost Difference	Percentage Difference
Schedule 1, Division 1, Base Bid - Runway 3-21 - Mill (1") and Overlay (4"- 8" Asphalt) (2,080' x 100'), RSA Grading															
1	Mobilization	1	L.S.	$ 671,000.00	$ 671,000.00	$ 671,000.00	$ 671,000.00	$ 1,029,500.00	$ 1,029,500.00	$ 358,500.00	$ 358,500.00	53%	$ 358,500.00	$ 358,500.00	53%
2	Engineer/RPR Field Office	1	L.S.	25,000.00	25,000.00	50,000.00	50,000.00	40,490.00	40,490.00	15,490.00	15,490.00	62%	(9,510.00)	(9,510.00)	-19%
3	Contractor Staging / Storage Area	1	L.S.	100,000.00	100,000.00	100,000.00	100,000.00	124,180.00	124,180.00	24,180.00	24,180.00	24%	24,180.00	24,180.00	24%
4	Traffic Control	1	L.S.	200,000.00	200,000.00	200,000.00	200,000.00	201,450.00	201,450.00	1,450.00	1,450.00	1%	1,450.00	1,450.00	1%
5	Construction Safety Fence	10,108	L.F.	2.50	25,270.00	5.00	50,540.00	4.40	44,475.20	1.90	19,205.20	76%	(0.60)	(6,064.80)	-12%
6	Construction Safety Fence (Frangible)	2,184	L.F.	4.00	8,736.00	6.00	13,104.00	8.90	19,437.60	4.90	10,701.60	123%	2.90	6,333.60	48%
7	Temporary Construction Sign	4	Each	1,100.00	4,400.00	1,100.00	4,400.00	1,332.00	5,328.00	232.00	928.00	21%	232.00	928.00	21%
8	Temporary Road Sign Assembly	4	Each	1,100.00	4,400.00	1,100.00	4,400.00	499.50	1,998.00	(600.50)	(2,402.00)	-55%	(600.50)	(2,402.00)	-55%
9	Permanent Road Sign Assembly	2	Each	2,000.00	4,000.00	2,000.00	4,000.00	999.00	1,998.00	(1,001.00)	(2,002.00)	-50%	(1,001.00)	(2,002.00)	-50%
10	Stabilized Construction Access	2	Each	10,000.00	20,000.00	36,500.00	73,000.00	60,650.00	121,300.00	50,650.00	101,300.00	507%	24,150.00	48,300.00	66%
11	Biorolls	260	L.F.	8.00	2,080.00	8.00	2,080.00	5.60	1,456.00	(2.40)	(624.00)	-30%	(2.40)	(624.00)	-30%
12	Mill and Salvage Asphalt Pavement (1-Inch Nominal Depth)	16,753	S.Y.	6.00	100,518.00	6.00	100,518.00	5.50	92,141.50	(0.50)	(8,376.50)	-8%	(0.50)	(8,376.50)	-8%
13	Mill and Salvage Asphalt Pavement (Variable Depth)	6,448	S.Y.	8.00	51,584.00	8.00	51,584.00	6.40	41,267.20	(1.60)	(10,316.80)	-20%	(1.60)	(10,316.80)	-20%
14	Asphalt Crack Sealing Filler (Reseal Existing Crack)	14,000	L.F.	3.00	42,000.00	3.00	42,000.00	6.10	85,400.00	3.10	43,400.00	103%	3.10	43,400.00	103%
15	Asphalt Crack Sealing Filler (Route and Seal)	100	L.F.	5.00	500.00	5.00	500.00	6.10	610.00	1.10	110.00	22%	1.10	110.00	22%
16	Crack Repair with Composite Membrane	14,000	L.F.	10.00	140,000.00	10.00	140,000.00	14.80	207,200.00	4.80	67,200.00	48%	4.80	67,200.00	48%
17	Unclassified Excavation	43,060	C.Y.	8.00	344,480.00	8.00	344,480.00	8.50	366,010.00	0.50	21,530.00	6%	0.50	21,530.00	6%
18	Water	300	M Gal.	35.00	10,500.00	50.00	15,000.00	111.00	33,300.00	76.00	22,800.00	217%	61.00	18,300.00	122%
19	Hot Mix Asphalt Pavement Surface Course	5,150	Ton	125.00	643,750.00	150.00	772,500.00	196.90	1,014,035.00	71.90	370,285.00	58%	46.90	241,535.00	31%
20	Hot Mix Asphalt Pavement Leveling Course	2,750	Ton	125.00	343,750.00	150.00	412,500.00	196.90	541,475.00	71.90	197,725.00	58%	46.90	128,975.00	31%
21	Bituminous Tack Coat	3,420	Gal.	4.00	13,680.00	4.00	13,680.00	3.30	11,286.00	(0.70)	(2,394.00)	-18%	(0.70)	(2,394.00)	-18%
22	Pavement Markings (Temporary)	37,905	S.F.	2.00	75,810.00	2.00	75,810.00	1.00	37,905.00	(1.00)	(37,905.00)	-50%	(1.00)	(37,905.00)	-50%
23	Pavement Markings	47,553	S.F.	2.50	118,882.50	2.50	118,882.50	1.30	61,818.90	(1.20)	(57,063.60)	-48%	(1.20)	(57,063.60)	-48%
24	Grooving	22,088	S.Y.	2.50	55,220.00	2.50	55,220.00	3.50	77,308.00	1.00	22,088.00	40%	1.00	22,088.00	40%
25	Seeding	41.85	Acre	1,000.00	41,850.00	100.00	4,185.00	1,026.80	42,971.58	26.80	1,121.58	3%	926.80	38,786.58	927%
26	Topsoiling (On Site)	21,080	C.Y.	3.00	63,240.00	3.00	63,240.00	4.30	90,644.00	1.30	27,404.00	43%	1.30	27,404.00	43%
27	Topsoiling (Off-Site)	220	C.Y.	70.00	15,400.00	70.00	15,400.00	66.60	14,652.00	(3.40)	(748.00)	-5%	(3.40)	(748.00)	-5%
28	Mulching	41.85	Acre	1,700.00	71,145.00	1,700.00	71,145.00	1,665.00	69,680.25	(35.00)	(1,464.75)	-2%	(35.00)	(1,464.75)	-2%
	TOTAL BID - SCHEDULE 1, DIVISION 1, BASE BID			$	3,197,195.50	$	3,469,168.50	$	4,379,317.23	$ 449,119.90	$ 1,182,121.73	37%	$ 398,450.40	$ 910,148.73	26%
Schedule 1, Division 2, Base Bid - Reconstruct Runway 3-21 Intersection with Taxiway C (415' x 100')															
1	Mill and Salvage Asphalt Pavement (Full Depth)	4,527	S.Y.	$ 20.00	$ 90,540.00	$ 20.00	$ 90,540.00	$ 15.10	$ 68,357.70	$ (4.90)	$ (22,182.30)	-25%	$ (4.90)	$ (22,182.30)	-25%
2	Unclassified Excavation	3,420	C.Y.	8.00	27,360.00	8.00	27,360.00	9.80	33,516.00	1.80	6,156.00	23%	1.80	6,156.00	23%
3	Water	100	M Gal.	35.00	3,500.00	50.00	5,000.00	111.00	11,100.00	76.00	7,600.00	217%	61.00	6,100.00	122%
4	Geogrid	4,585	S.Y.	2.50	11,462.50	2.50	11,462.50	3.30	15,130.50	0.80	3,668.00	32%	0.80	3,668.00	32%
5	Recycled Asphalt Pavement	1,529	C.Y.	35.00	53,515.00	35.00	53,515.00	28.90	44,188.10	(6.10)	(9,326.90)	-17%	(6.10)	(9,326.90)	-17%
6	Separation Geotextile	4,748	S.Y.	2.50	11,870.00	2.50	11,870.00	3.30	15,668.40	0.80	3,798.40	32%	0.80	3,798.40	32%
7	Subbase Course	2,359	C.Y.	70.00	165,130.00	110.00	259,490.00	117.70	277,654.30	47.70	112,524.30	68%	7.70	18,164.30	7%
8	Crushed Aggregate Base Course	765	C.Y.	110.00	84,150.00	300.00	229,500.00	277.50	212,287.50	167.50	128,137.50	152%	(22.50)	(17,212.50)	-8%
9	Hot Mix Asphalt Pavement Surface Course	1,060	Ton	125.00	132,500.00	150.00	159,000.00	196.90	208,714.00	71.90	76,214.00	58%	46.90	49,714.00	31%
10	Hot Mix Asphalt Pavement Base Course	1,330	Ton	125.00	166,250.00	150.00	199,500.00	196.90	261,877.00	71.90	95,627.00	58%	46.90	62,377.00	31%
11	Bituminous Tack Coat	720	Gal.	4.00	2,880.00	4.00	2,880.00	3.30	2,376.00	(0.70)	(504.00)	-18%	(0.70)	(504.00)	-18%
	TOTAL BID - SCHEDULE 1, DIVISION 2, BASE BID			$	749,157.50	$	1,050,117.50	$	1,150,869.50	$ 426.70	$ 401,712.00	54%	$ 133.70	$ 100,752.00	10%
Schedule 1, Division 3, Base Bid - Reconstruct Runway 3 Blast Pad (150' x 120')															
1	Mill and Salvage Asphalt Pavement (Full Depth)	3,619	S.Y.	$ 20.00	$ 72,380.00	$ 20.00	$ 72,380.00	$ 15.10	$ 54,646.90	$ (4.90)	$ (17,733.10)	-25%	$ (4.90)	$ (17,733.10)	-25%
2	Unclassified Excavation	1,130	C.Y.	8.00	9,040.00	8.00	9,040.00	9.80	11,074.00	1.80	2,034.00	23%	1.80	2,034.00	23%
3	Water	100	M Gal.	35.00	3,500.00	50.00	5,000.00	111.00	11,100.00	76.00	7,600.00	217%	61.00	6,100.00	122%
4	Geogrid	2,061	S.Y.	2.50	5,152.50	2.50	5,152.50	3.30	6,801.30	0.80	1,648.80	32%	0.80	1,648.80	32%
5	Recycled Asphalt Pavement	687	C.Y.	35.00	24,045.00	35.00	24,045.00	28.90	19,854.30	(6.10)	(4,190.70)	-17%	(6.10)	(4,190.70)	-17%
6	Separation Geotextile	2,123	S.Y.	2.50	5,305.00	2.50	5,305.00	3.30	7,002.60	0.80	1,697.60	32%	0.80	1,697.60	32%
7	Subbase Course	344	C.Y.	70.00	24,080.00	110.00	37,840.00	117.70	40,488.80	47.70	16,408.80	68%	7.70	2,648.80	7%
8	Crushed Aggregate Base Course	344	C.Y.	110.00	37,840.00	300.00	103,200.00	277.50	95,460.00	167.50	57,620.00	152%	(22.50)	(7,740.00)	-8%
9	Hot Mix Asphalt Pavement Surface Course	240	Ton	125.00	30,000.00	150.00	36,000.00	196.90	47,256.00	71.90	17,256.00	58%	46.90	11,256.00	31%
10	Hot Mix Asphalt Pavement Base Course	240	Ton	125.00	30,000.00	150.00	36,000.00	196.90	47,256.00	71.90	17,256.00	58%	46.90	11,256.00	31%
11	Bituminous Tack Coat	210	Gal.	4.00	840.00	4.00	840.00	3.30	693.00	(0.70)	(147.00)	-18%	(0.70)	(147.00)	-18%
12	Pavement Markings (Temporary)	1,348	S.F.	2.00	2,696.00	2.00	2,696.00	1.00	1,348.00	(1.00)	(1,348.00)	-50%	(1.00)	(1,348.00)	-50%
13	Pavement Markings	1,814	S.F.	2.50	4,535.00	2.50	4,535.00	1.30	2,358.20	(1.20)	(2,176.80)	-48%	(1.20)	(2,176.80)	-48%
14	Seeding	0.30	Acre	1,000.00	300.00	1,000.00	300.00	1,026.80	308.04	26.80	8.04	3%	26.80	8.04	3%
15	Topsoiling (Off-Site)	150	C.Y.	70.00	10,500.00	70.00	10,500.00	66.60	9,990.00	(3.40)	(510.00)	-5%	(3.40)	(510.00)	-5%
16	Mulching	0.30	Acre	1,700.00	510.00	1,700.00	510.00	1,665.00	499.50	(35.00)	(10.50)	-2%	(35.00)	(10.50)	-2%
	TOTAL BID - SCHEDULE 1, DIVISION 3, BASE BID			$	260,723.50	$	353,343.50	$	356,136.64	$ 412.90	$ 95,413.14	37%	$ 117.90	$ 2,793.14	1%
Schedule 1, Division 4, Base Bid - Taxiway C - Mill and Overlay (2"- 6" Asphalt) (75' x 75')															
1	Mill and Salvage Asphalt Pavement (Variable Depth)	666	S.Y.	$ 8.00	$ 5,328.00	$ 8.00	$ 5,328.00	$ 6.40	$ 4,262.40	$ (1.60)	$ (1,065.60)	-20%	$ (1.60)	$ (1,065.60)	-20%
2	Asphalt Crack Sealing Filler (Reseal Existing Crack)	150	L.F.	3.00	450.00	3.00	450.00	6.10	915.00	3.10	465.00	103%	3.10	465.00	103%
3	Crack Repair with Composite Membrane	150	L.F.	8.00	1,200.00	10.00	1,500.00	14.80	2,220.00	6.80	1,020.00	85%	4.80	720.00	48%
4	Unclassified Excavation	1,820	C.Y.	8.00	14,560.00	8.00	14,560.00	8.50	15,470.00	0.50	910.00	6%	0.50	910.00	6%
5	Water	20	M Gal.	35.00	700.00	50.00	1,000.00	111.00	2,220.00	76.00	1,520.00	217%	61.00	1,220.00	122%
6	Hot Mix Asphalt Pavement Surface Course	80	Ton	125.00	10,000.00	150.00	12,000.00	196.90	15,752.00	71.90	5,752.00	58%	46.90	3,752.00	31%
7	Hot Mix Asphalt Pavement Leveling Course	70	Ton	125.00	8,750.00	150.00	10,500.00	196.90	13,783.00	71.90	5,033.00	58%	46.90	3,283.00	31%
8	Bituminous Tack Coat	70	Gal.	4.00	280.00	4.00	280.00	3.30	231.00	(0.70)	(49.00)	-18%	(0.70)	(49.00)	-18%
9	Remove Existing Pavement Markings (Blackout)	533	S.F.	2.00	1,066.00	2.00	1,066.00	1.00	533.00	(1.00)	(533.00)	-50%	(1.00)	(533.00)	-50%
10	Pavement Markings (Temporary)	888	S.F.	2.00	1,776.00	2.00	1,776.00	1.00	888.00	(1.00)	(888.00)	-50%	(1.00)	(888.00)	-50%
11	Pavement Markings	6,182	S.F.	2.50	15,455.00	2.50	15,455.00	1.30	8,036.60	(1.20)	(7,418.40)	-48%	(1.20)	(7,418.40)	-48%
12	Seeding	2.10	Acre	1,000.00	2,100.00	1,000.00	2,100.00	1,026.80	2,156.28	26.80	56.28	3%	26.80	56.28	3%
13	Topsoiling (On-Site)	770	C.Y.	3.00	2,310.00	3.00	2,310.00	4.30	3,311.00	1.30	1,001.00	43%	1.30	1,001.00	43%
14	Topsoiling (Off-Site)	280	C.Y.	70.00	19,600.00	70.00	19,600.00	66.60	18,648.00	(3.40)	(952.00)	-5%	(3.40)	(952.00)	-5%
15	Mulching	2.10	Acre	1,700.00	3,570.00	1,700.00	3,570.00	1,665.00	3,496.50	(35.00)	(73.50)	-2%	(35.00)	(73.50)	-2%
	TOTAL BID - SCHEDULE 1, DIVISION 4, BASE BID			$	87,145.00	$	91,495.00	$	91,922.78	$ 214.40	$ 4,777.78	5%	$ 147.40	$ 427.78	0%
Schedule 1, Division 5, Base Bid - Reconstruct Taxiway C and Runway 3-21 Intersection (665' x 75')															
1	Mill and Salvage Asphalt Pavement (Full Depth)	7,138	S.Y.	$ 20.00	$ 142,760.00	$ 20.00	$ 142,760.00	$ 15.10	$ 107,783.80	$ (4.90)	$ (34,976.20)	-25%	$ (4.90)	$ (34,976.20)	-25%
2	Unclassified Excavation	4,860	C.Y.	8.00	38,880.00	8.00	38,880.00	9.80	47,628.00	1.80	8,748.00	23%	1.80	8,748.00	23%
3	Water	200	M Gal.	35.00	7,000.00	50.00	10,000.00	111.00	22,200.00	76.00	15,200.00	217%	61.00	12,200.00	122%
4	Geogrid	5,292	S.Y.	2.50	13,230.00	2.50	13,230.00	3.30	17,463.60	0.80	4,233.60	32%	0.80	4,233.60	32%
5	Recycled Asphalt Pavement	1,764	C.Y.	35.00	61,740.00	35.00	61,740.00	28.90	50,979.60	(6.10)	(10,760.40)	-17%	(6.10)	(10,760.40)	-17%
6	Separation Geotextile	5,576	S.Y.	2.50	13,940.00	2.50	13,940.00	3.30	18,400.80	0.80	4,460.80	32%	0.80	4,460.80	32%
7	Subbase Course	2,798	C.Y.	70.00	195,860.00	110.00	307,780.00	117.70	329,324.60	47.70	133,464.60	68%	7.70	21,544.60	7%
8	Crushed Aggregate Base Course	882	C.Y.	110.00	97,020.00	300.00	264,600.00	277.50	244,755.00	167.50	147,735.00	152%	(22.50)	(19,845.00)	-8%
9	Hot Mix Asphalt Pavement Surface Course	1,210	Ton	125.00	151,250.00	150.00	181,500.00	196.90	238,249.00	71.90	86,999.00	58%	46.90	56,749.00	31%
10	Hot Mix Asphalt Pavement Base Course	1,510	Ton	125.00	188,750.00	150.00	226,500.00	196.90	297,319.00	71.90	108,569.00	58%	46.90	70,819.00	31%
11	Bituminous Tack Coat	820	Gal.	4.00	3,280.00	4.00	3,280.00	3.30	2,706.00	(0.70)	(574.00)	-18%	(0.70)	(574.00)	-18%

Enclosure 5

BID SUMMARY COMPARISON

Bismarck Airport

Runway 3-21 and Taxiway D Rehabilitation – Phase 2

AIP #3-38-0003-078-2026; KLJ #2505-00358

Item	Description	Qty.	Unit	Engineer's Opinion of Construction Cost - Original		Engineer's Opinion of Construction Cost - Adjusted		Northern Improvement Company Bismarck, ND		Difference between Engineer's Opinion - Original and NIC			Difference between Engineer's Opinion - Adjusted and NIC		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost Difference	Percentage Difference	Unit Cost	Total Cost Difference	Percentage Difference
	TOTAL BID - SCHEDULE 1, DIVISION 5, BASE BID				$ 913,710.00		$ 1,264,210.00		$ 1,376,809.40	$ 426.70	$ 463,099.40	51%	$ 131.70	$ 112,599.40	9%
	Schedule 1, Division 6, Base Bid - Taxiway D - Mill (1") and Overlay (4" Asphalt)														
1	Mill and Salvage Asphalt Pavement (1-Inch Nominal Depth)	10,316	S.Y.	$ 5.00	$ 51,580.00	$ 5.00	$ 51,580.00	$ 5.50	$ 56,738.00	$ 0.50	$ 5,158.00	10%	$ 0.50	$ 5,158.00	10%
2	Mill and Salvage Asphalt Pavement (Variable Depth)	1,000	S.Y.	7.00	7,000.00	7.00	7,000.00	6.40	6,400.00	(0.60)	(600.00)	-9%	(0.60)	(600.00)	-9%
3	Remove and Salvage Asphalt Pavement (Full Depth)	3,040	S.Y.	12.00	36,480.00	12.00	36,480.00	10.90	33,136.00	(1.10)	(3,344.00)	-9%	(1.10)	(3,344.00)	-9%
4	Asphalt Crack Sealing Filler (Reseal Existing Crack)	5,000	L.F.	3.00	15,000.00	3.00	15,000.00	6.10	30,500.00	3.10	15,500.00	103%	3.10	15,500.00	103%
5	Crack Repair with Composite Membrane	5,000	L.F.	8.00	40,000.00	10.00	50,000.00	14.80	74,000.00	6.80	34,000.00	85%	4.80	24,000.00	48%
6	Unclassified Excavation	1,640	C.Y.	25.00	41,000.00	25.00	41,000.00	8.50	13,940.00	(16.50)	(27,060.00)	-66%	(16.50)	(27,060.00)	-66%
7	Water	20	M Gal.	35.00	700.00	50.00	1,000.00	111.00	2,220.00	76.00	1,520.00	217%	61.00	1,220.00	122%
8	Hot Mix Asphalt Pavement Surface Course	1,340	Ton	125.00	167,500.00	150.00	201,000.00	196.90	263,846.00	71.90	96,346.00	58%	46.90	62,846.00	31%
9	Hot Mix Asphalt Pavement Leveling Course	1,570	Ton	125.00	196,250.00	150.00	235,500.00	196.90	309,133.00	71.90	112,883.00	58%	46.90	73,633.00	31%
10	Bituminous Tack Coat	1,200	Gal.	4.00	4,800.00	4.00	4,800.00	3.30	3,960.00	(0.70)	(840.00)	-18%	(0.70)	(840.00)	-18%
11	Remove Existing Pavement Markings (Blackout)	604	S.F.	2.00	1,208.00	2.00	1,208.00	0.80	483.20	(1.20)	(724.80)	-60%	(1.20)	(724.80)	-60%
12	Remove Existing Pavement Markings (Full Removal)	2,505	S.F.	6.00	15,030.00	6.00	15,030.00	0.80	2,004.00	(5.20)	(13,026.00)	-87%	(5.20)	(13,026.00)	-87%
13	Pavement Markings (Temporary)	984.00	S.F.	2.00	1,968.00	2.00	1,968.00	1.00	984.00	(1.00)	(984.00)	-50%	(1.00)	(984.00)	-50%
14	Pavement Markings	8,615	S.F.	2.50	21,537.50	2.50	21,537.50	1.30	11,199.50	(1.20)	(10,338.00)	-48%	(1.20)	(10,338.00)	-48%
15	Seeding	4.30	Acre	1,000.00	4,300.00	1,000.00	4,300.00	1,026.80	4,415.24	26.80	115.24	3%	26.80	115.24	3%
16	Topsoiling (On-Site)	1,560	C.Y.	5.00	7,800.00	5.00	7,800.00	4.30	6,708.00	(0.70)	(1,092.00)	-14%	(0.70)	(1,092.00)	-14%
17	Topsoiling (Off-Site)	640	C.Y.	70.00	44,800.00	70.00	44,800.00	66.60	42,624.00	(3.40)	(2,176.00)	-5%	(3.40)	(2,176.00)	-5%
18	Mulching	4.30	Acre	1,700.00	7,310.00	1,700.00	7,310.00	1,665.00	7,159.50	(35.00)	(150.50)	-2%	(35.00)	(150.50)	-2%
	TOTAL BID - SCHEDULE 1, DIVISION 6, BASE BID				$ 664,263.50		$ 747,313.50		$ 869,450.44	$ 190.40	$ 205,186.94	31%	$ 123.40	$ 122,136.94	16%
	Schedule 1, Division 7, Base Bid - Taxiway D1 - Mill (1") and Overlay (4" Asphalt)														
1	Mill and Salvage Asphalt Pavement (1-Inch Nominal Depth)	3,232	S.Y.	$ 5.00	$ 16,160.00	$ 5.00	$ 16,160.00	$ 5.50	$ 17,776.00	$ 0.50	$ 1,616.00	10%	$ 0.50	$ 1,616.00	10%
2	Remove and Salvage Asphalt Pavement (Full Depth)	2,340	S.Y.	7.00	16,380.00	7.00	16,380.00	10.90	25,506.00	3.90	9,126.00	56%	3.90	9,126.00	56%
3	Asphalt Crack Sealing Filler (Reseal Existing Crack)	2,500	L.F.	3.00	7,500.00	3.00	7,500.00	6.10	15,250.00	3.10	7,750.00	103%	3.10	7,750.00	103%
4	Crack Repair with Composite Membrane	2,500	L.F.	8.00	20,000.00	10.00	25,000.00	14.80	37,000.00	6.80	17,000.00	85%	4.80	12,000.00	48%
5	Unclassified Excavation	640	C.Y.	8.00	5,120.00	8.00	5,120.00	8.50	5,440.00	0.50	320.00	6%	0.50	320.00	6%
6	Water	20	M Gal.	50.00	1,000.00	50.00	1,000.00	111.00	2,220.00	61.00	1,220.00	122%	61.00	1,220.00	122%
7	Hot Mix Asphalt Pavement Surface Course	380	Ton	125.00	47,500.00	150.00	57,000.00	196.90	74,822.00	71.90	27,322.00	58%	46.90	17,822.00	31%
8	Hot Mix Asphalt Pavement Leveling Course	520	Ton	125.00	65,000.00	150.00	78,000.00	196.90	102,388.00	71.90	37,388.00	58%	46.90	24,388.00	31%
9	Bituminous Tack Coat	350	Gal.	4.00	1,400.00	4.00	1,400.00	3.30	1,155.00	(0.70)	(245.00)	-18%	(0.70)	(245.00)	-18%
10	Pavement Markings (Temporary)	513	S.F.	2.00	1,026.00	2.00	1,026.00	1.00	513.00	(1.00)	(513.00)	-50%	(1.00)	(513.00)	-50%
11	Pavement Markings	1,584	S.F.	2.50	3,960.00	2.50	3,960.00	1.30	2,059.20	(1.20)	(1,900.80)	-48%	(1.20)	(1,900.80)	-48%
12	Seeding	1.70	Acre	1,000.00	1,700.00	1,000.00	1,700.00	1,026.80	1,745.56	26.80	45.56	3%	26.80	45.56	3%
13	Topsoiling (On-Site)	340	C.Y.	5.00	1,700.00	5.00	1,700.00	4.30	1,462.00	(0.70)	(238.00)	-14%	(0.70)	(238.00)	-14%
14	Topsoiling (Off-Site)	530	C.Y.	65.00	34,450.00	65.00	34,450.00	66.60	35,298.00	1.60	848.00	2%	1.60	848.00	2%
15	Mulching	1.70	Acre	1,700.00	2,890.00	1,700.00	2,890.00	1,665.00	2,830.50	(35.00)	(59.50)	-2%	(35.00)	(59.50)	-2%
	TOTAL BID - SCHEDULE 1, DIVISION 7, BASE BID				$ 225,786.00		$ 253,286.00		$ 325,465.26	$ 209.40	$ 99,679.26	44%	$ 157.40	$ 72,179.26	28%
	Schedule 1, Division 8, Base Bid - Storm Drain Improvements from North of Taxiway D South to North of Runway 3-21 / Southwest Across Runway 3-21 to West of Taxiway C														
1	Removal of 18-Inch RCP Pipe	508	L.F.	$ 60.00	$ 30,480.00	$ 60.00	$ 30,480.00	$ 22.20	$ 11,277.60	$ (37.80)	$ (19,202.40)	-63%	$ (37.80)	$ (19,202.40)	-63%
2	Unclassified Excavation	940	C.Y.	8.00	7,520.00	8.00	7,520.00	8.50	7,990.00	0.50	470.00	6%	0.50	470.00	6%
3	24-Inch Reinforced Concrete Pipe, Class V	726	L.F.	250.00	181,500.00	250.00	181,500.00	233.10	169,230.60	(16.90)	(12,269.40)	-7%	(16.90)	(12,269.40)	-7%
4	36-Inch Reinforced Concrete Pipe, Class V	258	L.F.	350.00	90,300.00	350.00	90,300.00	416.30	107,405.40	66.30	17,105.40	19%	66.30	17,105.40	19%
5	36-Inch HDPE Pipe, Triple Wall Polypropylene	267	L.F.	300.00	80,100.00	300.00	80,100.00	294.20	78,551.40	(5.80)	(1,548.60)	-2%	(5.80)	(1,548.60)	-2%
6	36-Inch Pipe Anchor Assembly	12	Each	250.00	3,000.00	250.00	3,000.00	666.00	7,992.00	416.00	4,992.00	166%	416.00	4,992.00	166%
7	60-Inch Storm Drain Inlet	1	Each	10,000.00	10,000.00	10,000.00	10,000.00	18,870.00	18,870.00	8,870.00	8,870.00	89%	8,870.00	8,870.00	89%
8	72-Inch Manhole	2	Each	22,000.00	44,000.00	22,000.00	44,000.00	25,530.00	51,060.00	3,530.00	7,060.00	16%	3,530.00	7,060.00	16%
9	72-Inch Storm Drain Inlet	1	Each	22,000.00	22,000.00	22,000.00	22,000.00	22,200.00	22,200.00	200.00	200.00	1%	200.00	200.00	1%
10	96-Inch Storm Drain Inlet	1	Each	28,000.00	28,000.00	28,000.00	28,000.00	26,085.00	26,085.00	(1,915.00)	(1,915.00)	-7%	(1,915.00)	(1,915.00)	-7%
11	Microtunneling	130	L.F.	5,000.00	650,000.00	5,000.00	650,000.00	12,210.00	1,587,300.00	7,210.00	937,300.00	144%	7,210.00	937,300.00	144%
12	36-Inch HDPE Pipe, Triple Wall Polypropylene (Installed with Steel Casing)	130	L.F.	500.00	65,000.00	500.00	65,000.00	161.00	20,930.00	(339.00)	(44,070.00)	-68%	(339.00)	(44,070.00)	-68%
13	Microtunneling Obstruction Removal	5	C.Y.	150.00	750.00	150.00	750.00	1,332.00	6,660.00	1,182.00	5,910.00	788%	1,182.00	5,910.00	788%
14	Disposal of Spoil Material from Microtunneling	61	C.Y.	50.00	3,050.00	50.00	3,050.00	22.20	1,354.20	(27.80)	(1,695.80)	-56%	(27.80)	(1,695.80)	-56%
15	Ground Movement Monitoring Plan	1	L.S.	30,000.00	30,000.00	30,000.00	30,000.00	177,600.00	177,600.00	147,600.00	147,600.00	492%	147,600.00	147,600.00	492%
16	Dewatering	1	L.S.	200,000.00	200,000.00	200,000.00	200,000.00	251,970.00	251,970.00	51,970.00	51,970.00	26%	51,970.00	51,970.00	26%
17	Biorolls	80	L.F.	7.00	560.00	7.00	560.00	5.60	448.00	(1.40)	(112.00)	-20%	(1.40)	(112.00)	-20%
18	Inlet Protection	4	Each	600.00	2,400.00	600.00	2,400.00	166.50	666.00	(433.50)	(1,734.00)	-72%	(433.50)	(1,734.00)	-72%
19	Seeding	0.75	Acre	2,700.00	2,025.00	2,700.00	2,025.00	1,026.80	770.10	(1,673.20)	(1,254.90)	-62%	(1,673.20)	(1,254.90)	-62%
20	Topsoiling	280	C.Y.	10.00	2,800.00	10.00	2,800.00	4.30	1,204.00	(5.70)	(1,596.00)	-57%	(5.70)	(1,596.00)	-57%
21	Mulching	0.75	Acre	4,500.00	3,375.00	4,500.00	3,375.00	1,665.00	1,248.75	(2,835.00)	(2,126.25)	-63%	(2,835.00)	(2,126.25)	-63%
	TOTAL BID - SCHEDULE 1, DIVISION 8, BASE BID				$ 1,456,860.00		$ 1,456,860.00		$ 2,550,813.05	$ 213,753.76	$ 1,093,953.05	75%	$ 213,753.76	$ 1,093,953.05	75%
	Schedule 1, Division 9, Alternate A (Non-Participating) - Drainage Underdrain South of Taxiway D to North of Taxiway C5 / North of Runway 3-21 West of Taxiway C														
1	6-Inch Perforated PVC Underdrain Pipe with Filter Sock	2,592	L.F.	$ 38.00	$ 98,496.00	$ 38.00	$ 98,496.00	$ 22.20	$ 57,542.40	$ (15.80)	$ (40,953.60)	-42%	$ (15.80)	$ (40,953.60)	-42%
2	12-Inch Solid PVC SDR 26 Pipe	755	L.F.	64.00	48,320.00	64.00	48,320.00	88.80	67,044.00	24.80	18,724.00	39%	24.80	18,724.00	39%
3	6-Inch Underdrain Cleanout	3	Each	2,500.00	7,500.00	2,500.00	7,500.00	1,110.00	3,330.00	(1,390.00)	(4,170.00)	-56%	(1,390.00)	(4,170.00)	-56%
4	48-Inch Manhole	2	Each	7,500.00	15,000.00	7,500.00	15,000.00	16,650.00	33,300.00	9,150.00	18,300.00	122%	9,150.00	18,300.00	122%
5	Seeding	0.50	Acre	2,700.00	1,350.00	2,700.00	1,350.00	1,026.80	513.40	(1,673.20)	(836.60)	-62%	(1,673.20)	(836.60)	-62%
6	Mulching	0.50	Acre	4,500.00	2,250.00	4,500.00	2,250.00	1,665.00	832.50	(2,835.00)	(1,417.50)	-63%	(2,835.00)	(1,417.50)	-63%
	TOTAL BID - SCHEDULE 1, DIVISION 9, ALTERNATE A				$ 172,916.00		$ 172,916.00		$ 162,562.30	$ 3,260.80	$ (10,353.70)	-6%	$ 3,260.80	$ (10,353.70)	-6%
	SUMMARY OF BIDS														
	TOTAL BID - SCHEDULE 1, DIVISION 1, BASE BID				$ 3,197,195.50		$ 3,469,168.50		$ 4,379,317.23	$ 1,182,121.73	37%		$ 910,148.73	26%	
	TOTAL BID - SCHEDULE 1, DIVISION 2, BASE BID				$ 749,157.50		$ 1,050,117.50		$ 1,150,869.50	$ 401,712.00	54%		$ 100,752.00	10%	
	TOTAL BID - SCHEDULE 1, DIVISION 3, BASE BID				$ 260,723.50		$ 353,343.50		$ 356,136.64	$ 95,413.14	37%		$ 2,793.14	1%	
	TOTAL BID - SCHEDULE 1, DIVISION 4, BASE BID				$ 87,145.00		$ 91,495.00		$ 91,922.78	$ 4,777.78	5%		$ 427.78	0%	
	TOTAL BID - SCHEDULE 1, DIVISION 5, BASE BID				$ 913,710.00		$ 1,264,210.00		$ 1,376,809.40	$ 463,099.40	51%		$ 112,599.40	9%	
	TOTAL BID - SCHEDULE 1, DIVISION 6, BASE BID				$ 664,263.50		$ 747,313.50		$ 869,450.44	$ 205,186.94	31%		$ 122,136.94	16%	
	TOTAL BID - SCHEDULE 1, DIVISION 7, BASE BID				$ 225,786.00		$ 253,286.00		$ 325,465.26	$ 99,679.26	44%		$ 72,179.26	28%	
	TOTAL BID - SCHEDULE 1, DIVISION 8, BASE BID				$ 1,456,860.00		$ 1,456,860.00		$ 2,550,813.05	$ 1,093,953.05	75%		$ 1,093,953.05	75%	
	TOTAL BID - SCHEDULE 1, DIVISION 9, ALTERNATE A				$ 172,916.00		$ 172,916.00		$ 162,562.30	$ (10,353.70)	-6%		$ (10,353.70)	-6%	
	TOTAL BID - SCHEDULE 1, DIVISIONS 1 TO 8, BASE BID				$ 7,554,841.00		$ 8,685,794.00		$ 11,100,784.30	$ 3,545,943.30	47%		$ 2,414,990.30	28%	
	TOTAL BID - SCHEDULE 1, DIVISIONS 1 TO 8, BASE BID PLUS SCHEDULE 1, DIVISION 9, ALTERNATE A				$ 7,727,757.00		$ 8,858,710.00		$ 11,263,346.60	$ 3,535,589.60	46%		$ 2,404,636.60	27%	

Unit cost revised to Runway 3-21 Phase 1 Estimate

Large variances - approximately $3.2M

Airport Project Budget

Number		Description	Runway 3-21 TXY D West
Scheduled Start	NTP	Scheduled End	12/31/2027

Contracts

Project Construction Contracts		
Northern Improvement Schedule 1, Division 1-9		$ 11,263,346.60
Edling Electric Schedule 2, Division 1-5		$ 1,353,910.00
Total Project Construction Contracts		**$ 12,617,256.60**

Engineering, Testing and Misc. Contracts		
Construction Observation, Testing and Administration		$ 1,177,895.29
AGIS		$ 99,421.01
FAA Reimbursable Agreement - Flight Check (estimated)		$ 20,000.00
FAA Project Closeout Report		$ 66,093.71
Total Engineering, Testing and Misc. Contracts		**$ 1,363,410.01**

Administration		
		$ 14,695.57
Total Administration		**$ 14,695.57**

Sub Total		**$ 13,995,362.18**	

Project Funding			
FAA Discreationary Funds	$6,500,000.00		
FAA Entitlement Funds (FY 2026)	$2,318,680.00		
		$ 8,818,680.00	63.01%
State Grant (State Funding)			
2.50% Federal Share	$ 232,070.53		
State Grant to be applied for in 2027	$2,356,270.56		
		$ 2,588,341.09	18.49%
Airport Funds			
2.50% Federal Share	$ 232,070.53		
Project Funding Shortage Airport Reserve	$2,356,270.56		
		$ 2,588,341.09	18.49%
Total Funding (without contingencies)		**$ 13,995,362.18**	

Contingencies	10%	$	1,399,536.22
Other Costs			
Total Project Costs		**$**	**15,394,898.40**

Enclosure 4

Bismarck-Burleigh Public Health Department

DATE: September 8, 2026

FROM: Renae Moch, Director

ITEM: Adjustment Public Health Fees and Charges

REQUEST:
Permission to add T1001/Nursing Assessment/Evaluation to the fee schedule effective September 1, 2026.

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

BACKGROUND INFORMATION:
Bismarck-Burleigh Public Health (BBPH) is requesting approval to add medical billing code T1001 – Nursing Assessment/Evaluation to the department's fee schedule effective September 1, 2026. Adding this code will align BBPH's fee schedule and billing practices with Medicaid billing requirements. The proposed fee is a flat rate of $20.00 per assessment/evaluation.

RECOMMENDED CITY COMMISSION ACTION:
Approve request to add T1001/Nursing Assessment/Evaluation to Public Health fee schedule effective September 1, 2026.

STAFF CONTACT INFORMATION:
Renae Moch, Director, 701-355-1541, rmoch@bismarcknd.gov

ATTACHMENTS:
None

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Community Event Street Closure Request - ND Council on the Arts

REQUEST:
Close 6th Street from Main Avenue north to the alley on Tuesday, October 6, 2026, from 3:00 PM - 9:00 PM for the North Dakota Council on the Arts free music and art community event.

BACKGROUND INFORMATION:
ND Council on the Arts plans to host a free music and art event open to the community. Planned activities include an evening of music hosted by Tom Brosseau, family-friendly art making activities, and two food trucks.

RECOMMENDED CITY COMMISSION ACTION:
Approve the closure of 6th Street from Main Avenue north to the alley on Tuesday, October 6, 2026, from 3:00 PM - 9:00 PM.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. Community Events and Festivals Application

Bismarck ENGINEERING

Application for a Community Event in the Public Right of Way

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

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

Name of Event: NDCA Block Party

Event Dates and Times: October 6, 2026; 5-8pm

Requested Street Closure Dates and Times: October 6, 2026; 3pm-9pm

Provide a location map with a layout of any street closures, on street parking utilization, impacts to sidewalks, emergency service access and vendor spaces.

Sponsoring Individual/Organization: North Dakota Council on the Arts

The purpose of the festival or event: A free music and art event open to the community

The activities that will be held as part of the event: An evening of music hosted by Tom Brosseau, family-friendly art making activities, two food trucks

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

If no, how does the event or festival constitute a community service? NDCA is a state agency that is tasked with furthering the arts and culture in the state. This event will be free and open to the general public and will include family-friendly activities.

Event Manager/Coordinator Contact Information:

Name: Jessica [redacted]

Email Address: [redacted]

Cell Phone: [redacted]

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

Is Alcohol Served: Yes (If yes, Police Department Permit Required)

Food Vendors will not be permitted in the public right of way unless they are in good standing with Bismarck-Burleigh Public Health Department – Environmental Health Division.

Final approval is required from Board of City Commissioners.

If approval is granted by the Board of City Commissioners, the applicant will be required to provide:

- Proof of liability insurance. Coverages to be $2 million per occurrence and $500,000 per person and add City of Bismarck to the policy as an additional insured with waiver of subrogation.

- Proof of food vendors being licensed and inspected by Bismarck-Burleigh Public Health Department - Environmental Health Division

- If alcohol is being served, a special event liquor permit is required.

- If amplified music is provided, a Noise Variance Permit issued from Bismarck-Burleigh Public Health Department - Environmental Health Division is required.

- Hire a professional signing contractor to install Type III barricades across the entire street width at the ends of the street closure area plus one Road Closed sign for each end of the street closure area.

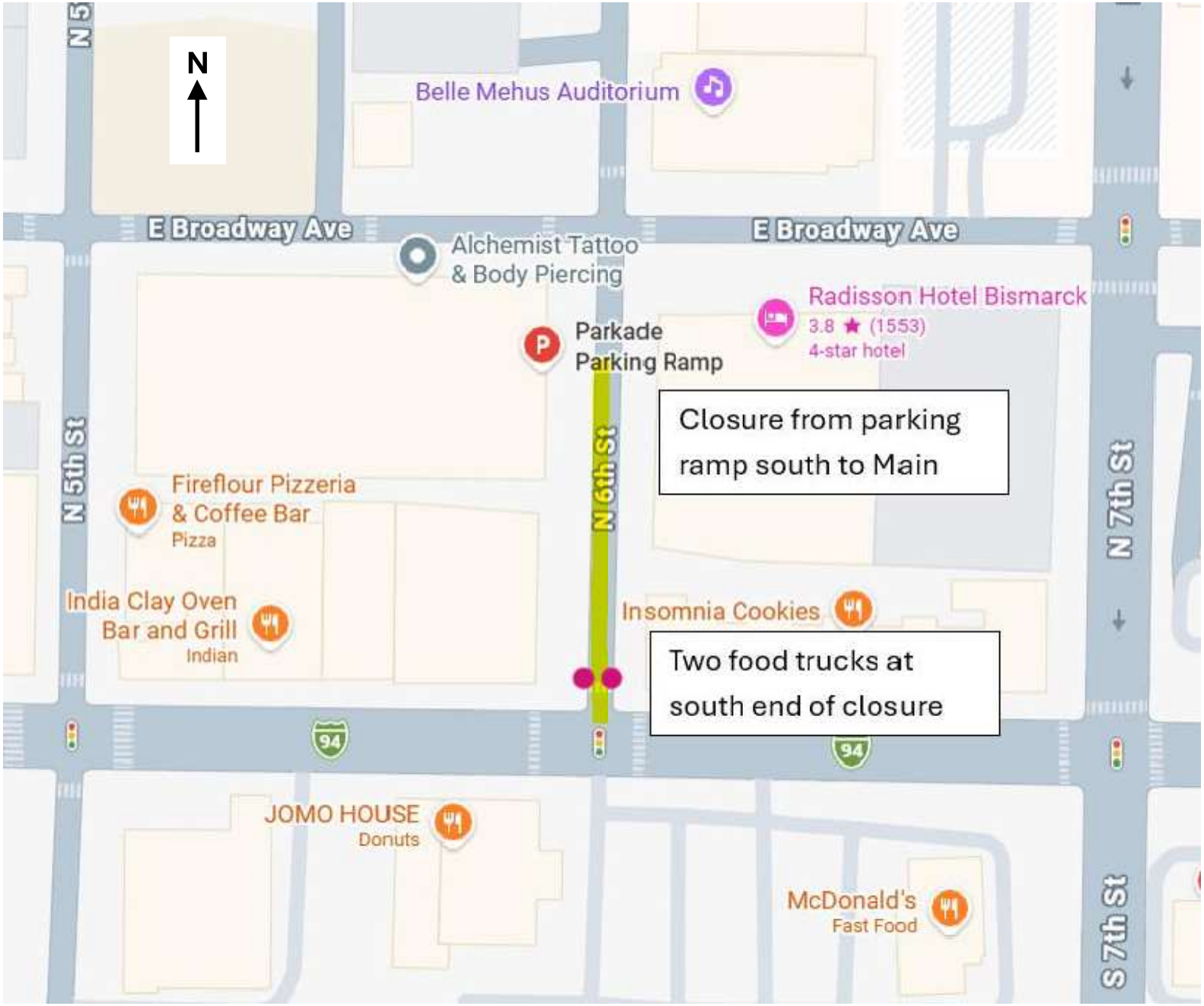
Failure to meet these requirements may result in revoking the approval.

All questions regarding this application should be directed to the City of Bismarck Traffic Engineer. 701.355.1505

Code of City Ordinance

10-05.1-03. Community Events and Festivals. The City Commission may grant permits for certain types of community events or festivals to take place upon the public streets, sidewalks, squares, avenues, or alleys of the City.

1. The sponsor of the event or festival shall submit to City Administration a written application for a permit at least 45 days prior to the opening of the community event or festival for which a permit is desired. The application shall state:
    a. The time, date and location of the festival or event. The applicant shall include a map of the proposed event showing the layout of booths, stalls or other attractions and including the specific location of any outdoor grilling activities;
    b. The group, firm or individual by whom the festival or event will be sponsored;
    c. The purpose of the festival or event;
    d. The activities that will be held;
    e. The streets requested to be closed. A drawing showing the requested street closures shall be included with the application.
2. A completed application will be considered by the City Commission.
3. In granting permits for community events and festivals, the City Commission shall consider the following:
    a. The nature of the event or festival and how it can serve the community and its citizens;
    b. The time period during which the event or festival will occur;
    c. The location of the event or festival and whether the location inhibits the safe flow of traffic in the City;
    d. Whether or not the location(s) proposed for cooking or grilling activities is appropriate considering area residents and businesses;
    e. Whether the activities would be in compliance with other applicable laws;
    f. Whether the event or festival is to benefit non-profit community service organizations. Commercial events or festivals which generate profit for the private sector, other than profit incidental to the festival or event which is made by persons other than the sponsor of the festival or event, shall be permitted only if the applicant submits evidence to the review committee that the event or festival constitutes a community service; and
    g. The general health, safety and welfare of the participants in the event or festival and the citizens of the City.
    h. The sponsor of the event or festival shall provide all cleaning services necessary to rid the festival area of all debris and litter created as a result of the event or festival.
    i. The issuance of a permit to a sponsor shall authorize only that sponsor and participants specifically authorized by the sponsor to participate in that community event or festival without the restrictions imposed by this chapter.
    j. Authorized participants in a community event or festival for which a permit has been issued shall not be required to obtain a city permit required by the provisions of this Chapter for the period during which the community event or festival takes place.


N
Belle Mehus Auditorium
E Broadway Ave
E Broadway Ave
Alchemist Tattoo
& Body Piercing
Radisson Hotel Bismarck
3.8 ★ (1553)
4-star hotel
Parkade
Parking Ramp
Closure from parking ramp south to Main
N 5th St
N 6th St
N 7th St
Fireflour Pizzeria
& Coffee Bar
Pizza
India Clay Oven
Bar and Grill
Indian
Insomnia Cookies
Two food trucks at south end of closure
94
94
JOMO HOUSE
Donuts
McDonald's
Fast Food
S 7th St

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: ND Department of Transportation Cost Participation, Construction and Maintenance Agreement HC172

REQUEST:
North Dakota Department of Transportation (NDDOT) Cost Participation, Construction and Maintenance Agreement for the safety improvements at the intersection of Washington Street & Bowen Avenue, HEU-1-981(147) PCN 24625, City project HC 172.

BACKGROUND INFORMATION:
The NDDOT requires the approval of the attached Cost Participation, Construction and Maintenance Agreement as a condition of the award of federal funding. This agreement assigns the respective responsibilities of the NDDOT and the City of Bismarck, including the financial responsibility for each party. The Bismarck City Commission approved the request to NDDOT Highway Safety Improvement Funds at their September 27, 2022 meeting.

The project consists of traffic signal removal and improvements consisting of rectangular rapid flash beacons, pedestrian refuge island, curb & gutter, sidewalk, curb ramps, signing, marking, and lighting revisions. The project is funded with 90% federal/state funds and 10% local cost share. The agreement obligates 90% federal cost share up to a maximum of $329,640.40. The City is required to pay the 10% cost share and any costs above the federal cap.

The City funding source of sales tax was identified in the 2026 and 2027 budgets.

RECOMMENDED CITY COMMISSION ACTION:
Approve North Dakota Department of Transportation (NDDOT) Cost Participation, Construction and Maintenance Agreement for the safety improvements at the intersection of Washington Street & Bowen Avenue, HEU-1-981(147) PCN24625, City project HC 172.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. CMP Agreement - 260826 - NDDOT- HC172

Docusign Envelope ID: C1143952-15B7-8524-81E5-1F1415B9003A

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 08/20/2026

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project HEU-1-981(147) PCN 24625

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Bismarck on HSIP S Washington St & Bowen Ave project.

Contract # 38261290

- The type of work is Traffic Signal Removal, RRFB, Pedestrian Refuge Island, Curb & Gutter, Sidewalk, Curb Ramps, Signing, Msrking, Lighting Revisions
- The HEU Federal Funds for this project is limited to $329,640.40.
- Any costs over the above limited amount will be City responsibility.
-
- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Gabe Schell - Bismarck City Engineer
Bismarck Officials
Seng Marohl
Legal
Chad Orn
Stacey Hanson

Docusign Envelope ID: C1143952-15B7-8524-81E5-1F1415B9003A

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205	Assistance Listing Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Marohl, Sengaroun	Telephone: (701) 328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only. **FHWA Authorization date:**

Project No. HEU-1-981(147) PCN: 24625 LPA: CITY OF BISMARCK
Location: BISMARCK WASHINGTON ST & BOWEN AVE
Type of Improvement: SIGNAL REMOVAL, RRFB, CURB & GUTTER, SIDEWALK, CURB RAMPS, SIGNING, MARKING, STREET LIGHTING REVISIONS, Length: 0.05 MILE

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Bismarck, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 90 percent of the total eligible project cost up to a maximum of $329,640.40. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

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PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

    a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

    b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

    c. Tabulate the bids and send to the LPA.

    d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

    a. Review bids to determine the lowest responsible bidder.

    b. Execute the contract.

    c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

    a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

    b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

    c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

    d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.

5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

7. Provide maintenance to the completed project at its own cost and expense.

8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

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5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

   Local Government Engineer
   ND Department of Transportation
   608 East Boulevard Avenue
   Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

_____
LPA/STATES ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

LPA of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer SH
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer
SIGNATURE

08/21/26
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

M
SIGNATURE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27

Docusign Envelope ID: C1143952-15B7-8524-81E5-1F1415B9003A

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

_____

_____

Executed at _____, North Dakota, the last date below signed.

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*_____
TITLE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Docusign Envelope ID: C1143952-15B7-8524-81E5-1F1415B9003A

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-26

NDDOT
North Dakota
Department of Transportation

Docusign Envelope ID: C1143952-15B7-8524-81E5-1F1415B9003A

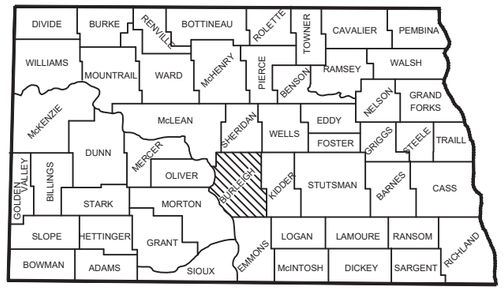
STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	HEU-1-981(147)	24625	1	1

CITY OF BISMARCK

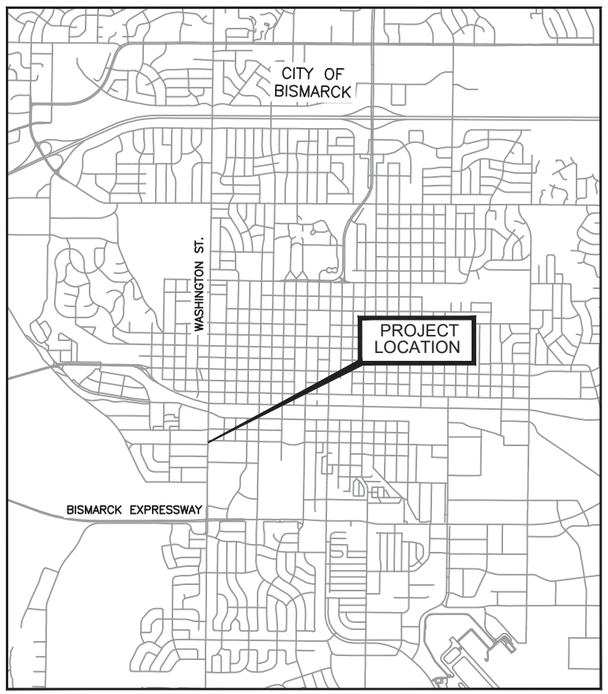
HEU-1-981(147)
Washington Street & Bowen Avenue
City Project HC-172

Burleigh County, North Dakota

Traffic Signal Removal, Rectangular Rapid Flashing Beacon (RRFB), Pedestrian Refuge Island, Curb & Gutter, Sidewalk, Curb Ramps, Signing, Pavement Marking, and Street Lighting Revisions

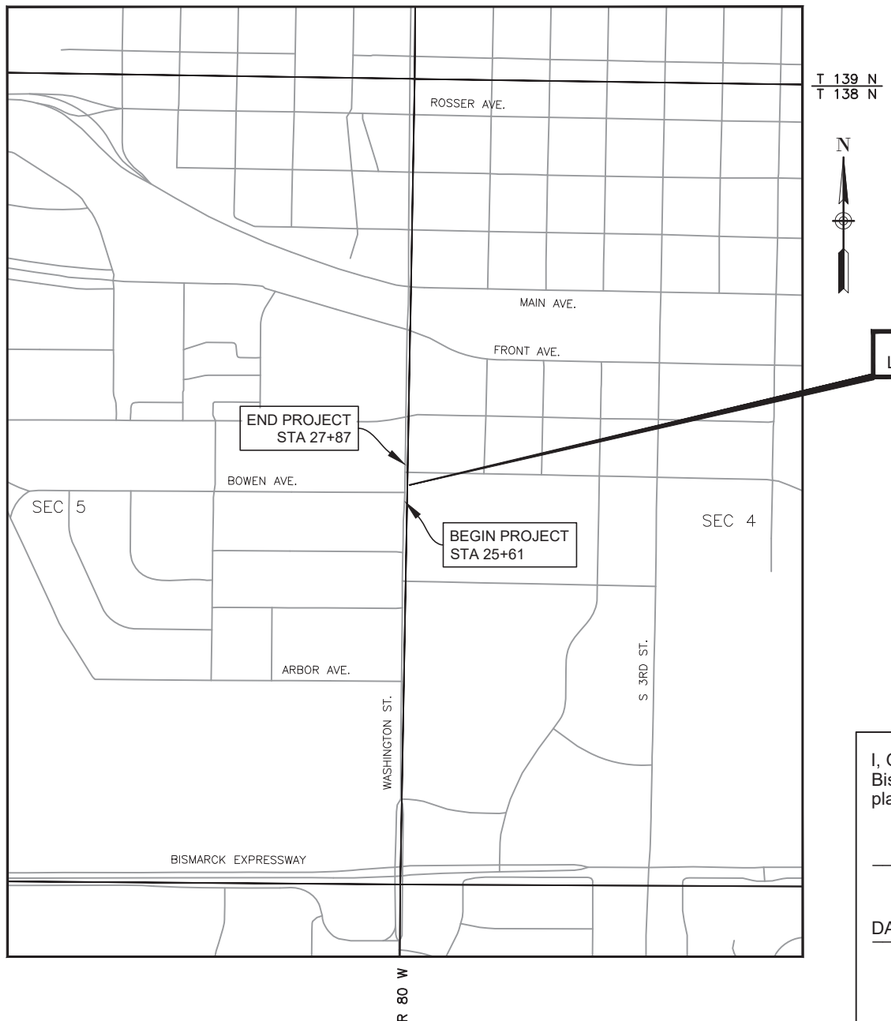


STATE OF NORTH DAKOTA



CITY OF BISMARCK

T 139 N
T 138 N



T 139 N
T 138 N

N

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
WASHINGTON ST & BOWEN AVE	0.05	0.05

DESIGNER
Gabe Schell
DESIGNER
Chris Holzer
DESIGNER

I, Gabriel J. Schell, City Engineer for the City of Bismarck, North Dakota, hereby approve these plans.

DATE: 8/14/26

CITY OF BISMARCK

REGISTERED PROFESSIONAL ENGINEER
AARON A. SCHMIDT
PE-10408
DATE 8/13/26
NORTH DAKOTA

Certificate Of Completion

Envelope Id: C1143952-15B7-8524-81E5-1F1415B9003A
Status: Sent
Subject: Contract #38261290: Please DocuSign: CPM Agreement for Bismarck Washington & Bowen PCN 24625
Contract Number: 38261290
PCN: 24625
Source Envelope:
Document Pages: 12
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 2
Sengaroun Marohl
AutoNav: Enabled
608 E Boulevard Ave
EnvelopeId Stamping: Enabled
Bismarck, ND 58505
Time Zone: (UTC-06:00) Central Time (US & Canada)
smarohl@nd.gov
IP Address: 165.234.92.127

Record Tracking

Status: Original
8/20/2026 1:27:00 PM
Holder: Sengaroun Marohl
smarohl@nd.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Stacey Hanson smhanson@nd.gov Assistant Local Government Engineer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	SH Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/20/2026 1:34:57 PM Viewed: 8/21/2026 10:42:58 AM Signed: 8/21/2026 10:44:56 AM

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/21/2026 10:42:53 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Derek Pfeifer ddpfeifer@nd.gov Local Gov Eng Security Level: Email, Account Authentication (None), Authentication	Derek Pfeifer Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/21/2026 10:44:58 AM Viewed: 8/21/2026 11:00:59 AM Signed: 8/21/2026 11:02:54 AM

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Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication **Authentication Details** SMS Auth: Transaction: af96056d-026c-47a3-8d74-fb0eac999b5b Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 8/21/2026 12:01:43 PM Phone: +1 701-954-8712 **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/21/2026 11:02:59 AM Viewed: 8/21/2026 12:01:48 PM Signed: 8/21/2026 12:03:25 PM
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Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Sengaroun Marohl smarohl@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 165.234.253.12	Sent: 8/20/2026 1:27:17 PM Viewed: 8/20/2026 1:28:29 PM Completed: 8/20/2026 1:34:56 PM

Agent Delivery Events	Status	Timestamp
Gabe Schell gschell@bismarcknd.gov President, Board of City Commissioners City of Bismarck Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/21/2026 12:03:29 PM Viewed: 8/24/2026 8:52:20 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Lawrence Gangl lgangl@nd.gov Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/20/2026 1:34:56 PM
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Envelope Updated	Security Checked	8/20/2026 1:34:56 PM
Envelope Updated	Security Checked	8/20/2026 1:34:56 PM

Payment Events	Status	Timestamps

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: NDDOT 7th & 9th St Microsurfacing CPM Agreement - HC185

REQUEST:
North Dakota Department of Transportation (NDDOT) Cost Participation and Maintenance (CPM) agreement amendment for NHU-1-083(149)900 PCN 24406, City Project HC-185.

BACKGROUND INFORMATION:
The NDDOT is proposing a microsurfacing project on 7th Street from Bismarck Expressway to Boulevard Avenue and 9th Street from Broadway Avenue to Boulevard Avenue. The NDDOT is requesting the City of Bismarck enter into a Cost Participation and Maintenance (CPM) agreement for the project. This agreement assigns the respective responsibilities of the NDDOT and the City of Bismarck, including the financial responsibility of each party. The City will be required to pay 10% of the total cost of all items on the project, which are determined as eligible for funding participation, and 100% for all items requested by the City. The City has not requested any items relating to this project.

The agreement estimates a City cost share of $58,954.00 for the estimated $589,535.00 project. A refined estimate will be provided at the time the project is bid and awarded later in 2026. The City funding source of sales tax was identified in the 2026 budget.

RECOMMENDED CITY COMMISSION ACTION:
Approve North Dakota Department of Transportation (NDDOT) cost participation and maintenance (CPM) agreement for NHU-1-083(149)900 PCN 24406, City Project HC-185.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. CPM Agreement - HC185

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H.

DATE: 08/18/2026

SUBJECT: 38261227: NHU-1-083(149)900 (PCN 24406) Cost Participation and Maintenance Agreement

This is the CPM between the NDDOT and City of Bismarck for the Microsurfacing and Pavement Marking of 7th St from Bismarck Expressway to E Boulevard Ave and 9th St from Front Ave to E Boulevard Ave.

If you have any questions, please contact me at (701) 787-6539.

38/ghp

Docusign Workflow:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Gabe Schell (Assign City Signers);
City Attorney;
City Auditor;
City Mayor/President of Commission;
George Palo;
Clint Morgenstern;
Chad Orn

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205	Assistance Listing Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Palo, George H.	Telephone: 701-787-6539

Notice to LPA: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for this award, please contact your NDDOT Program Manager.

Project No.NHU-1-083(149)900 **PCN**: **24406**
Location: Bismarck 7th St (from Bismarck Expressway to E Boulevard Ave,) and 9th St (from Front Ave to E Boulevard Ave.)
Type of Improvement: Microsurfacing and Pavement Marking
Point of Beginning: RP 900.663 & 900.010 (Sta 500+68 & Sta 0+50)
Point of Ending: RP 901.456 & 901.404 (Sta 546+19 & Sta 56+14)

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Bismarck, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

a. Will pay 10 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
b. Will pay 10 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
c. Will pay 10 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
d. Will pay 10 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
e. Will pay 10 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.

2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is $589,535, with the LPA's estimated share being $58,954.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.

3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.

4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.

4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.

Executed by the LPA of _____, at _____, North Dakota, the last date below signed.

APPROVED:

LPA ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

Derek Pfeifer

DIVISION DIRECTOR(TYPE OR PRINT)

Derek Pfeifer SH

SIGNATURE

08/20/26

DATE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 07-26

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

_____

_____

Executed at _____, North Dakota, the last date below signed.

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*

_____
TITLE

_____
DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 07-26

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-26

NDDOT
North Dakota
Department of Transportation

Docusign Envelope ID: DD0B56AD-8A89-8028-8225-08309A6944C4

DESIGN DATA				
Traffic	Average Daily			
Current 2022	Pass: 12,559	Trucks: 131	Total: 12,690	
Preventive Maintenance				

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	NHU-1-083(148)900	24402	1	1
	NHU-1-083(149)900	24406	1	1

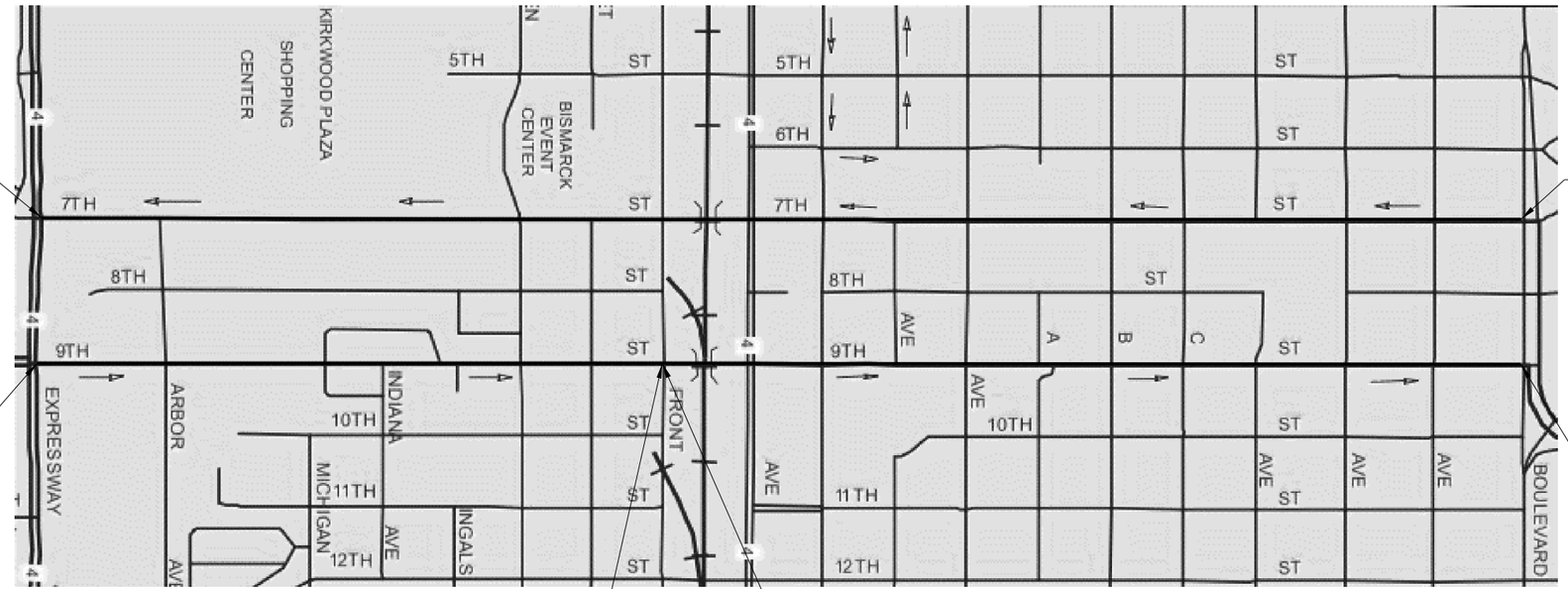
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

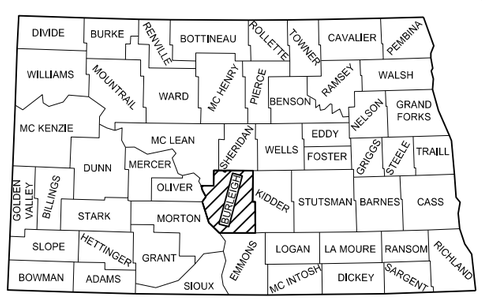
NHU-1-083(148)900
NHU-1-083(149)900
Burleigh County
7th & 9th Street (Bismarck Expy to E Boulevard Ave)

Microsurfacing, Pavement Marking

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
NHU-1-083(148)900	0.610	0.610
NHU-1-083(149)900	2.187	2.187





STATE COUNTY MAP

DESIGNER
Loren Lee
DESIGNER
Cole Balzer
DESIGNER

ND DEPARTMENT OF TRANSPORTATION
BISMARCK DISTRICT

NDDOT BISMARCK DISTRICT

This document is preliminary and not for construction or implementation purposes.

PRELIMINARY

7/2/2026 9:55:11 AM cbalzer G:\PROJECT\Loren\Design\2024\NHU-1-083(148)900 PCN 24402\001TS_001_Titlesheet.dgn

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APPENDIX A

Funding Split for Micro Surfacing and Pavement marking of 7th St (Bismarck Expressway to E Boulevard Ave,) and 9th St (Front Ave to E Boulevard Ave.)

Project: NHU-1-083(149)900, PCN 24406

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate		Federal Funds	State Funds	Local Funds	Total
Construction Cost	$ 535,941	$ 53,594	$ 589,535		$ 477,111	$ 53,471	$ 58,954	$ 589,535
Totals	**$ 535,941**	**$ 53,594**	**$ 589,535**		**$ 477,111**	**$ 53,471**	**$ 58,954**	**$ 589,535**

Local Government Division: August 4, 2026

These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.

Certificate Of Completion

Envelope Id: DD0B56AD-8A89-8028-8225-08309A6944C4
Status: Sent
Subject: Contract #38261274: Please DocuSign: 17058.docx, CPM Agreement (PCN 24406)
Contract Number: 38261274
PCN: 24406
Source Envelope:
Document Pages: 11
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 2
Zachary Webb
AutoNav: Enabled
608 E Boulevard Ave
EnvelopeId Stamping: Enabled
Bismarck, ND 58505
Time Zone: (UTC-06:00) Central Time (US & Canada)
zwebb@nd.gov
IP Address: 165.234.92.127

Record Tracking

Status: Original
8/18/2026 10:06:54 AM
Holder: Zachary Webb
zwebb@nd.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Stacey Hanson smhanson@nd.gov Assistant Local Government Engineer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	SH Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/20/2026 8:11:22 AM Viewed: 8/20/2026 8:51:56 AM Signed: 8/20/2026 8:55:15 AM

Authentication Details
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/20/2026 8:51:50 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Derek Pfeifer ddpfeifer@nd.gov Local Gov Eng Security Level: Email, Account Authentication (None), Authentication	Derek Pfeifer Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/20/2026 8:55:18 AM Viewed: 8/20/2026 9:05:30 AM Signed: 8/20/2026 9:10:59 AM

Authentication Details
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/20/2026 8:57:09 AM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/20/2026 9:11:02 AM Viewed: 8/20/2026 11:22:26 AM Signed: 8/20/2026 11:23:56 AM
Authentication Details SMS Auth: Transaction: 848a8674-14cd-4dab-b283-301550487b63 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 8/20/2026 11:21:54 AM Phone: +1 701-954-8712		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gabe Schell gschell@bismarcknd.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
George Palo ghpalo@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Clint Morgentstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
George Palo ghpalo@nd.gov Carahsoft OBO North Dakota Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 2001:4930:c800:4103::16cc	Sent: 8/18/2026 10:07:12 AM Viewed: 8/19/2026 10:08:29 AM Completed: 8/20/2026 8:11:20 AM

Agent Delivery Events	Status	Timestamp
Gabe Schell gschell@bismarcknd.gov President, Board of City Commissioners City of Bismarck Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/20/2026 11:24:01 AM Viewed: 8/20/2026 12:15:37 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Larry Gangl lgangl@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2026 10:07:12 AM
Envelope Updated	Security Checked	8/20/2026 8:11:21 AM
Envelope Updated	Security Checked	8/20/2026 8:11:21 AM
Envelope Updated	Security Checked	8/20/2026 8:11:21 AM
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Envelope Updated	Security Checked	8/20/2026 8:11:21 AM
Envelope Updated	Security Checked	8/20/2026 8:29:25 AM

Payment Events	Status	Timestamps

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Park Improvement District PI 007 — Insufficiency of Protest

REQUEST:
Hear the Insufficiency of protests on the resolution of necessity for Park Improvement District PI 007.

BACKGROUND INFORMATION:
A Park Development agreement was entered into between the developer of Boulder Ridge Eighth Addition and the Bismarck Parks and Recreation District on June 13, 2019, which included creating a future special assessment district for the park improvements. Park Improvement District No. PI 007 was created on June 9, 2026, by this commission in accordance with the Joint Powers Agreement between the City of Bismarck and the Bismarck Parks and Recreation District.

Park Improvement District PI-007 consists of the construction of neighborhood park amenities including playground equipment, a picnic shelter, fitness pods, and trail connections. This agreement detailed the timing and location of the neighborhood park, which serves the Boulder Ridge Developments. The park would be located within land to be platted as Boulder Ridge Eighth Addition, approved by the Bismarck Planning and Zoning Commission on May 27, 2026, and approved by Bismarck City Commission on June 23, 2026. The developer owns less than 50% of the benefited area, requiring the need for a resolution of necessity, giving the benefiting area the ability to protest the improvement.

The Engineering Report has been posted to the city website at www.bismarcknd.gov/streets. This district includes all residential property within the Boulder Ridge Developments along with commercial properties which are developed as multifamily residential properties or are zoned to allow for such as per the Parks Development Agreement. Letters were sent to property owners notifying them of this project along with their estimated special assessment cost and their right to protest this improvement per NDCC Chapter 40-22. The resolution of necessity was published in the Bismarck Tribune on August 1, 2026, and August 8, 2026.

The summary of protests of the Resolution of Necessity is attached. Of the five protests received, this represents less than 1% of the district by area.

If it is determined that the Park Improvement District has received an insufficient number of

protests, the Park District will proceed with hiring a consultant to prepare the plans and specifications for bid. We will then ask this commission for authorization to advertise for the bid.

Project Schedule

Resolution of Necessity	July 28, 2026
Resolution of Necessity printed in paper	August 1, 2026
Protest Period Ends	August 31, 2026
Insufficiency of Protests	September 8, 2026
Authorization to Advertise	TBD
Receipt and Opening of Bids	TBD
Approval of Bids by Park Board	TBD
Award of Bid	TBD
Project Completion	Fall 2027

RECOMMENDED CITY COMMISSION ACTION:
Accept the insufficiency of protests on the resolution of necessity for Park Improvement District PI 007.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. Summary of Protests - PI007

PI-007 - Summary of Protests						9/1/2026
UNIT	**TOTAL SF**	**PROTESTED SF**	**% OF PROTEST**	**TOTAL PARCELS**	**PROTESTED PARCELS**	**INSUFFICIENT PROTESTS**
1	7,303,196	66,850	0.915%	497	5	Yes

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Street Improvement District SI 601 Sewer Improvement District SE 587

REQUEST:
Resolution receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Street Improvement District No. SI 601 and Sewer Improvement District No. SE 587.

BACKGROUND INFORMATION:
Street Improvement District 601 consists of one unit of asphalt pavement, curb and gutter, ADA ramps, and related work. The overall length of this project is approximately 2,955 linear feet in Elk Ridge Fourth Addition.

Sewer Improvement District 587 consists of one unit of new storm sewer and related work. Unit 1 includes approximately 1,330 LF of new storm sewer ranging from 15" to 42" in size and related appurtenances in Elk Ridge Second and Elk Ridge Fourth Additions.

The two districts will be bid under one contract for construction. The engineer's reports and boundary maps for both districts have been posted to the city website at www.bismarcknd.gov/streets.

Bids were received on September 1, 2026, where three bids were submitted. The engineer's estimate for both districts is $1,304,392. Northern Improvement Company submitted the low bid of $1,113,927.70. The bid summary and project budget are attached.

SI 601 Unit No. 1 (100% Petitioned)
Tule Lane – Clairmont Road to 150' west of Elk Ridge Road
Rohan Avenue - Clairmont Road to 150' west of Elk Ridge Road
Clairmont Loop - Clairmont Road to 750' west of Clairmont Road
Clairmont Road – 160' north of Rohan Avenue to 170' south of Tule Lane

Project Schedule

Receipt and Opening of Bids	September 1, 2026
Award of Bid	September 8, 2026
Project Completion	Fall 2027

RECOMMENDED CITY COMMISSION ACTION:
Approve resolutions receiving bids, ordering preparation of the Engineer's Statement and awarding contract for for Street Improvement District No. SI 601 and Sewer Improvement District No. SE 587 to Northern Improvement Company in the amount of $1,113,927.70.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. Bid Summary - SE587 SI601
2. Project Budget - SE587 SI601

BID SUMMARY
FOR
SEWER IMPROVEMENT DISTRICT NO. 587 &
STREET IMPROVEMENT DISTRICT NO. 601
ELK RIDGE FOURTH ADDITION

BID DATE: September 1, 2026; 4:00 PM

ENGINEER'S ESTIMATE:	$	1,304,391.50
ENGINEER'S REPORT**:	$	1,019,000.00

BIDDER	**AMOUNT**	
NORTHERN IMPROVEMENT COMPANY	**$**	**1,113,927.70**
CROW RIVER CONSTRUCTION	$	1,913,986.25
STRATA CORPORATION	$	1,284,429.10

Other Contractors listed as Prime Bidders for this project on Quest CDN

CENTRAL SPECIALTIES INCORPORATED
TAND CONSTRUCTION, LLC
VORTEX SERVICES, LLC
SWANBERG CONSTRUCTION
MEYER CONTRACTING INC

**"Engineer's Report" includes proposed construction costs only

PROJECT BUDGET

Number	SE587/SI601	Description	New Storm Sewer & Pavement - Elk Ridge Fourth Add.

Construction Award	9/8/2026	Construction Completion	7/30/2027

Project Contracts

Project Construction Contracts			Amount
Northern Improvement			1,113,927.70
	Subtotal		1,113,927.70
	Contingencies	10%	111,392.77
	Total Construction Contracts		1,225,320.47

Other Contracts, Land Purchases, Etc.	Contract No.		Amount
Property Corner Monumentation			5,000.00
	Subtotal		5,000.00
	*Contingencies	10%	-
	Total Other Contracts		5,000.00

Work by Other City Departments			Amount
Signs			1,250.00
	Subtotal		1,250.00
	*Contingencies	10%	125.00
	Total Work by Other City Departments		1,375.00

SUMMARY

Construction Cost - No Contingencies		**1,120,177.70**
TOTAL CONSTRUCTION COST WITH CONTINGENCIES		1,231,695.47
Engineering		107,044.32
Administration	5%	61,584.77
Advertising and Legal	2%	24,633.91
Interest During Construction	3%	36,950.86
SE587/SI601 TOTAL PROJECT COST		1,461,909.34

Project Funding	Amount
Special Assessments - SE 587	370,880.16
Special Assessments - SI 601	1,091,029.18
Total Funding	**1,461,909.34**

Date	9/1/2026

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Sewer Improvement District SE 576 - Part B

REQUEST:
Resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District SE 576 - Part B.

BACKGROUND INFORMATION:
The Tyler Coulee Watershed is approximately a 1900-acre watershed in northwest Bismarck. A storm water master plan for the Tyler Coulee Watershed was adopted by the City of Bismarck on April 26, 2016. The plan identified four regional detention facilities and additional conveyance improvements within the watershed. The project will be funded through special assessments and stormwater utility for unannexed portions of the project. The adopted master plan, previous presentations and materials associated with this project can be found on the watershed master planning portion of the City's website.

On October 13, 2020, the Sewer Improvement District, SE 576, was created consisting of one unit of regional storm water improvements for the Tyler Coulee Watershed. On June 24, 2025, staff provided an update of the project to the City Commission. Work will include construction of four detention areas, channel improvements, embankment construction, two existing road crossing improvements, water quality improvements and related work. This work will be done in two parts, where the first part, Part A, is currently being constructed in conjunction with the Tyler Parkway extension, given that elements of SE 576 - Part A are in proximity to the future Tyler Parkway. The remaining construction, Part B, will be bid separately and be constructed in a multi-year project.

The engineer's reports, along with a revised boundary map have been posted to the city website at www.bismarcknd.gov/streets. The Engineer's Report represents a multi-year, two-part bidding environment - Part A and Part B.

Letters were sent to property owners notifying them of this project along with their estimated special assessment cost.

Project Schedule - SE 576 - Part B

Authorization to Advertise	September 8, 2026
Receipt and Opening of Bids	October 15, 2026

Award of Bid	October 27, 2026
Project Completion	Fall 2028

RECOMMENDED CITY COMMISSION ACTION:
Approve resolutions approving plans and specifications, directing the advertisement for bids, and receiving bids for Sewer Improvement District SE 576 - Part B.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
None

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Sewer Improvement District SE 588

REQUEST:
Resolutions receiving bids, ordering preparation of the Engineer's Statement and awarding the contract for Sewer Improvement District No. SE 588.

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

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

Bids were received on September 1, 2026, where seven bids were submitted. The engineer's estimate was $402,327.00. Earthwork Services submitted the low bid of $257,223.00.

Project Schedule

Receipt and Opening of Bids	September 1, 2026
Award of Bid	September 8, 2026
Project Completion	Fall 2026

RECOMMENDED CITY COMMISSION ACTION:
Approve resolutions receiving bids, ordering preparation of the Engineer's Statement, and awarding contract for Sewer Improvement District No. SE 588 to Earthwork Services in the amount of $257,223.00.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. Bid Summary - SE588
2. Project Budget - SE 588

BID SUMMARY
FOR
SEWER IMPROVEMENT DISTRICT NO. 588
PARADISE VALLEY ADDITION

BID DATE: September 1, 2026; 4:00 PM

ENGINEER'S ESTIMATE:	$	420,827.00
ENGINEER'S REPORT**:	$	412,000.00

BIDDER	**AMOUNT**	
CROW RIVER CONSTRUCTION	$	467,623.25
MARKWED EXCAVATING INCORPORATED	$	361,282.00
BEK CONSULTING, LLC	$	439,769.00
EARTHWORK SERVICES	**$**	**257,223.00**
TAND CONSTRUCTION, LLC	$	349,284.00
WEISZ & SONS INC.	$	306,228.60
COFELL'S PLUMBING & EXCAVATING	$	316,487.00

Other Contractors listed as Prime Bidders for this project on Quest CDN

CC STEEL LLC

GUTHMILLER & SON DIRTWORKS, INC

**"Engineer's Report" includes proposed construction costs only

PROJECT BUDGET

Number	SE 588	Description	Storm Sewer for Paradise Valley

Construction Award	9/8/2026	Construction Completion	11/20/2026

Project Contracts

Project Construction Contracts		Amount
Earthwork Services		257,223.00
Subtotal		257,223.00
Contingencies	10%	25,722.30
Total Construction Contracts		282,945.30

Other Contracts, Land Purchases, Etc.	Contract No.		Amount
Subtotal			-
*Contingencies		10%	-
Total Other Contracts			-

Work by Other City Departments		Amount
Subtotal		-
*Contingencies	10%	-
Total Work by Other City Departments		-

SUMMARY

Construction Cost - No Contingencies		**257,223.00**
TOTAL CONSTRUCTION COST WITH CONTINGENCIES		282,945.30
Engineering	5%	14,147.27
Administration	5%	14,147.27
Advertising and Legal	2%	5,658.91
Interest During Construction	3%	8,488.36
SE 588 TOTAL PROJECT COST		325,387.10

Project Funding	Amount
Special Assessments	325,387.10
Total Funding	**325,387.10**

Date	9/1/2026

Engineering Department

DATE: September 8, 2026

FROM: Gabe Schell, City Engineer

ITEM: Water Utility Project WU 152 - Change Order No. 2

REQUEST:
Receive information regarding Change Order No. 2 for Water Utility Project WU 152.

BACKGROUND INFORMATION:
Water Utility Project WU 152 is the City's annual water main replacement project for 2026. This project consists of three units of approximately 17,225 LF of water main replacement scheduled at various locations in west central Bismarck.

During construction, Public Works staff requested an additional 330 LF of water main replacement to be added to the project. This work is on Ryan Drive from Assumption Drive to Washington Street, directly adjacent to the location of the original project.

The original contract amount for WU 152 was $3,697,792.00, previous change order No. 1 was for $11,000.00, change order No. 2 is in the amount of $66,450.00, resulting in a revised contract amount of $3,775,242.00. This is within the contract budget of $4,067,571.20 as approved by the City Commission as part of the project budget. Per policy, no Commission action is necessary as Change Order No. 2 has been approved by the City Admnistrator.

RECOMMENDED CITY COMMISSION ACTION:
No Action Required.

STAFF CONTACT INFORMATION:
Gabe Schell, City Engineer, 701-355-1507, gschell@bismarcknd.gov

ATTACHMENTS:
1. CO2-WU152-260826-Signed

DEPARTMENT

City Department	**Engineering**		
Contractor/Consultant	**Basaraba Excavation & Dirtworks**		
Contract Number	**26-28**	Change Order Number	**2**
Project Number	**WU 152**	Amendment Date	**8/26/2026**
Project Description	**2026 Watermain Replacement (Bursting)**		
Original Contract Amount	**$ 3,697,792.00**	Contract + Contingency	**$ 4,067,571.20**
Previous Contract Amount	**$ 3,708,792.00**		
Amendment Amount	**$ 66,450.00**	**ACTION REQUIRED SEE BELOW**	
Proposed Contract Amount	**$ 3,775,242.00**		
Within Project Scope	**YES**	Within Project Funding	**YES**
Original Completion Date	**6/11/2027**	Change in Completion Date	**NO**
Revised Completion Date			
Type of Change Order	**Non Design-related**		

Description:

Additional watermain installation on Ryan Dr from Assumption Dr to Washington St as requested by Public Works. Unit costs are higher than bid prices due to increase in pipe materials since time of bid. See VPM for unit costs.

Unit 1

Project Manager Signature
(≤$25,000, ≤7 Calendar Day time extension)
08/26/2026
Date
SIGN HERE

Department Head Signature
(≤$50,000, ≤30 Calendar Day time extension)
8/26/826
Date
SIGN HERE

ADMINISTRATION

City Administrator Signature
(≤$100,000, ≤60 Calendar Day time extension)
Jason Tomanek 08.27.2026
Date
SIGN HERE

COMMISSION APPROVAL

Commission Approval Date

FISCAL

Comments

Finance Department

DATE: September 8, 2026

FROM: Ryan Skor, Finance Director

ITEM: Sidewalk 2025 Assessments

REQUEST:
Introduction of and call for a public hearing on the concrete sidewalk, curb and gutter, and private driveway assessments as part of the SW2025 assessments.

BACKGROUND INFORMATION:
These improvements consist of new construction, removal and replacement of hazardous sidewalks, or mud-jacking adjacent to the owner's lot that were either petitioned by the property owner or ordered in by the City Commission. The items of expense included in such assessments are as follows:

Cost of Construction	$1,323,271.18
Engineering and Supervision	132,327.12
Administration	39,698.14
Advertising, Legal etc.	26,465.42
Interest During Construction	39,698.14
Amount Assessed	$1,561,460.00

The assessment list that includes 304 parcels will be published in the Bismarck Tribune on September 10, 2026, as required under Section 40-29-05 of the North Dakota Century Code, and is attached for Commission approval.

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on SW2025 assessments for the September 22, 2026 meeting.

STAFF CONTACT INFORMATION:
Ryan Skor, Finance Director, 701-355-1601, rskor@bismarcknd.gov

ATTACHMENTS:
1. SW2025 Assessment List

PARCEL ID	ADDRESS	AMOUNT ASSESSED
	NORTHERN PACIFIC	
0015-010-001	622 N 3RD ST	4,132.35
	LOUNSBERRY OUTLOTS	
0060-021-025	708 N 22ND ST	975.99
0060-021-045	626 N 22ND ST	1,019.79
0060-021-130	615 N 21ST ST	686.36
	REPLAT OF LOUNSBERRY OUTSLOTS 17-20 & 24	
0065-001-001	717 N 25TH ST	1,980.42
0065-001-005	711 N 25TH ST	4,132.17
0065-001-010	701 N 25TH ST	1,039.29
0065-002-025	2404 E C AVE	560.96
0065-002-045	731 N 24TH ST	936.44
0065-002-055	743 N 24TH ST	1,972.33
0065-003-001	740 N 24TH ST	546.09
0065-003-010	730 N 24TH ST	936.44
0065-003-060	606 N 24TH ST	300.38
0065-003-065	602 N 24TH ST	319.19
0065-003-120	521 N 23RD ST	538.46
0065-003-185	731 N 23RD ST	479.29
	REPLAT OF LOUNSBERRY'S OUTLOTS 17-19 & 26-27	
0070-005-020	2509 E C AVE	569.88
0070-007-030	2505 KIMBERLY AVE	2,789.24
0070-008-020	2515 E C AVE	560.96
0070-008-025	2516 KIMBERLY AVE	1,539.44
0070-008-030	2520 KIMBERLY AVE	1,580.19
0070-008-035	2526 KIMBERLY AVE	961.75
0070-008-040	2532 KIMBERLY AVE	1,412.90
0070-009-045	2516 E C AVE	1,038.16
0070-009-060	2532 E C AVE	2,355.33
0070-009-065	2538 E C AVE	1,641.16
	SUBDIV E1/2 LOUNSBERRY O L 21	
0075-001-001	744 N 23RD ST	537.90
0075-001-015	730 N 23RD ST	1,044.61
	MACKIN'S SUBDIVISION	
0085-001-015	603 N 20TH ST	621.65
0085-003-010	516 N 20TH ST	1,489.20
0085-003-040	424 N 20TH ST	722.30
0085-004-050	509 N 20TH ST	2,236.14
	FISHER	
0100-034-045	1211 N 18TH ST	629.91
	GOVERNOR PIERCE	
0105-026-005	416 N 22ND ST	1,102.01
0105-026-025	402 N 22ND ST	1,019.79

0105-036-001	422 N 24TH ST	4,755.35
0105-036-010	412 N 24TH ST	2,718.14
0105-036-020	2320 E ROSSER AVE	3,463.62
0105-046-045	409 N 24TH ST	1,285.86
	CASEY'S 2ND	
0305-007-060	304 TETON AVE	1,273.82
	HOMAN ACRES 3RD	
0470-031-070	352 LUNAR LN	2,254.00
	REPLAT TIBESAR'S 1ST SUBDIV	
0486-014-060	924 E CAPITOL AVE	1,925.48
	MEADOW VALLEY	
0590-001-010	1107 S 7TH ST	7,405.29
0590-002-015	423 E BISMARCK EXPY	1,061.33
0590-002-037	601 E BISMARCK EXPY 12	680.99
0590-002-090	418 LANSING LN	1,810.76
0590-002-100	406 LANSING LN	521.90
0590-002-105	400 LANSING LN	544.96
0590-003-010	601 COLUMBIA DR	1,112.47
0590-003-055	612 LANSING LN	771.41
	MEADOW VALLEY 2ND	
0592-004-005	512 E DENVER AVE	627.76
0592-004-025	614 E DENVER AVE	3,334.09
0592-006-030	1232 RICHMOND DR	2,481.01
0592-006-045	1244 RICHMOND DR	571.01
0592-006-115	701 E DENVER AVE	6,821.72
0592-007-050	1319 S 7TH ST	1,131.29
0592-007-090	748 ALBANY DR	585.32
0592-008-001	611 E DENVER AVE	546.09
0592-008-065	1229 ALBANY DR	561.53
0592-008-070	1223 ALBANY DR	1,036.46
0592-008-075	1217 ALBANY DR	1,166.22
0592-008-090	603 E DENVER AVE	1,812.46
0592-009-001	509 E DENVER AVE	1,020.92
0592-010-025	731 ALBANY DR	543.44
0592-010-035	719 ALBANY DR	479.86
	MEADOW VALLEY 3RD	
0594-009-035	1309 COLUMBIA DR	602.44
0594-011-001	1202 COLUMBIA DR	1,104.40
0594-011-070	420 TULSA DR	547.61
0594-014-001	1128 BOZEMAN DR	7,178.38
	MEADOW VALEY 4TH	
0596-015-025	1429 S 3RD ST	1,479.02
0596-015-030	1425 S 3RD ST	3,391.05
0596-015-040	1417 S 3RD ST	980.00
0596-015-055	1405 S 3RD ST	1,269.87

0596-015-060	1451 OMAHA DR	479.86
0596-016-030	1428 S 3RD ST	4,913.31
0596-018-035	1507 RICHMOND DR	1,508.30
0596-018-040	1513 RICHMOND DR	620.13
0596-018-120	1673 RICHMOND DR	1,031.26
0596-018-125	1679 RICHMOND DR	523.04
0596-018-135	1707 S 3RD ST	1,775.66
0596-019-035	1500 RICHMOND DR	918.75
0596-019-090	1656 RICHMOND DR	523.04
0596-019-155	1515 COLUMBIA DR	844.71
0596-020-015	1518 COLUMBIA DR	1,104.40
0596-020-060	1624 COLUMBIA DR	522.47
0596-020-080	1629 S 3RD ST	551.63
0596-020-085	1623 S 3RD ST	551.63
0596-020-090	1617 S 3RD ST	1,156.21
0596-020-125	1511 S 3RD ST	2,346.96
0596-020-130	1507 S 3RD ST	4,848.21
0596-021-025	1530 S 3RD ST	1,188.20
0596-021-030	1602 S 3RD ST	2,312.03
0596-021-035	1608 S 3RD ST	2,269.59
0596-021-055	1632 S 3RD ST	523.04
	WACHTER'S 3RD	
0605-021-015	1220 S 3RD ST	495.28
0605-028-085	1525 POCATELLO DR	1,235.51
	IGH MEADOWS 5TH	
1051-005-020	523 SUDBURY AVE	1,367.92
	COTTONWOOD LAKE 4TH	
1172-001-100	653 COTTONWOOD LOOP	520.77
1172-001-120	671 COTTONWOOD LOOP	536.77
1172-002-070	446 NAPA LOOP	481.57
1172-002-140	324 NAPA LOOP	1,070.60
1172-002-170	300 NAPA LOOP	2,006.70
1172-003-001	645 BRIDGEPORT DR	547.61
1172-004-001	601 COTTONWOOD LOOP	576.95
1172-005-020	646 COTTONWOOD LOOP	1,823.93
1172-005-050	670 COTTONWOOD LOOP	1,352.66
	COTTONWOOD LAKE 5TH	
1173-004-030	836 SAN ANGELO DR	562.65
	PROMONTORY POINT IV	
1319-001-002	2920 PROMONTORY DR	7,763.64
1319-001-045	3110 PROMONTORY DR	7,440.67
1319-004-045	3421 PROMONTORY DR	523.05
1319-009-140	3419 CHISHOLM TR	6,367.72
	PROMONTORY POINT V	
1326-001-005	2911 POWDER RIDGE DR	8,439.42

	PROMONTORY POINT VI	
1327-002-001	4004 MCLINTOCK DR	17,102.13
1327-002-055	4136 MCLINTOCK DR	13,601.54
1327-007-050	4012 COGBURN RD	2,394.03
1327-007-055	4018 COGBURN RD	8,619.51
1327-007-080	4027 CLAIMONT RD	10,994.92
1327-009-025	2416 KETCHUM AVE	10,157.76
1327-009-030	2506 KETCHUM AVE	9,943.93
	PROMONTORY POINT VII	
1328-001-010	3949 VALLEY DR	10,305.66
1328-001-020	4005 VALLEY DR	7,635.34
1328-001-025	4009 VALLEY DR	8,580.02
1328-001-046	4025 VALLEY DR	9,760.79
1328-001-085	4042 VALLEY DR	10,581.69
1328-001-100	4120 WRANGLER LN	9,649.28
1328-003-025	4002 VALLEY DR	9,117.35
1328-003-035	4109 WRANGLER LN	10,576.67
	SATTLERS SUNRISE 10TH	
1367-006-030	3432 TYNDALE DR	6,393.79
1367-006-035	3428 TYNDALE DR	1,081.75
1367-006-065	3358 TYNDALE DR	8,141.24
1367-007-005	3423 TYNDALE DR	2,150.66
1367-007-020	3411 TYNDALE DR	7,878.33
1367-007-040	3347 TYNDALE DR	2,753.91
1367-008-010	3319 TYNDALE DR	2,118.16
1367-008-015	3315 TYNDALE DR	9,199.22
1367-010-005	5021 MEIGS DR	10,606.43
1367-010-030	3326 TYNDALE DR	1,897.97
	HORIZON HEIGHTS 5TH	
1436-002-020	1218 SALMON ST	1,463.87
	EAGLE CREST	
1440-001-001	1201 EAGLE CREST LOOP	1,268.74
	EAGLE CREST 6TH	
1446-001-035	1508 HARP HAWK DR	9,553.59
1446-001-060	1622 HARP HAWK	10,603.68
	TRILLIUM 5TH	
1472-001-001	1205 BURLINGTON	2,954.89
	BOULDER RIDGE 6TH	
1516-003-050	5112 NORMANDY ST	4,797.81
	BOULDER RIDGE 7TH 1ST REPLAT	
1519-002-215	322 FLINT DR	9,586.06
1519-002-220	328 FLINT DR	9,395.75
1519-002-225	402 FLINT DR	9,422.93
1519-004-001	403 MARBLE DR	3,749.57
1519-004-100	504 SHALE DR	9,523.50

1519-004-125	407 FLINT DR	9,327.26
1519-004-130	401 FLINT DR	9,854.62
1519-005-010	515 SHALE DR	9,433.75
1519-005-050	603 CALVERT DR	10,286.74
	SOUTHLAND ADDITION	
1530-001-005	106 MARIETTA DR	1,070.71
1530-001-075	230 MARIETTA DR	686.98
	SOUTHLAND 2ND	
1531-005-070	408 KAMROSE DR	2,285.64
1531-005-085	328 KAMROSE DR	2,345.67
1531-005-090	320 KAMROSE DR	6,453.75
1531-005-095	312 KAMROSE DR	7,337.26
	SOUTHBAY 2ND	
1555-003-030	3625 MAYFLOWER CR	5,420.70
	SOUTHBAY 5TH	
1558-003-035	4413 DOWNING ST	15,879.14
1558-004-035	4312 DOWNING ST	9,007.83
1558-004-040	4314 DOWNING ST	9,184.78
	EDGEWOOD VILLAGE 7TH	
1612-002-005	3914 ROBINSON CIR	7,241.07
	WHISPERING BAY	
2010-003-010	2919 SHORELINE CR	9,262.47
2010-003-085	2601 LANGER LN	10,159.08
2010-003-265	2116 LARSON RD	9,003.31
2010-003-285	2216 LARSON RD	10,055.02
	HAMILTON'S 1ST ADDITION	
2021-001-001	3423 CALGARY AVE	7,745.17
2021-001-010	3520 CALGARY PT	8,684.33
	EXPRESSWAY INDUSTRIAL PARK 1ST REPLAT	
2031-001-030	3807 APPLE CREEK 1	3,677.91
2031-001-031	3808 APPLE CREEK 1	3,677.91
2031-001-032	3809 APPLE CREEK 1	3,677.91
2031-001-033	3810 APPLE CREEK 1	3,677.91
2031-001-034	3811 APPLE CREEK 1	3,677.91
2031-001-035	3812 APPLE CREEK 1	3,677.91
2031-001-036	3813 APPLE CREEK 1	3,677.92
	ROCKY HEIGHTS ADDITION	
2040-001-031	3200 ASPEN LN	5,885.50
	HUDSON STREET ADDITION	
2075-002-001	5013 HUDSON ST	954.12
	BREI ESTATES FIRST ADD REPLAT	
2111-003-005	425 W LASALLE	2,428.03
2111-003-006	423 W LASALLE	2,428.03
2111-003-007	417 W LASALLE	2,428.03
2111-003-008	415 W LASALLE	2,428.03

2111-003-009	409 W LASALLE	2,428.03
2111-003-010	407 W LASALLE	2,428.03
2111-003-011	315 W LASALLE	2,428.03
2111-003-012	313 W LASALLE	2,428.03
2111-003-013	5118 DURANGO DR	2,428.04
2111-003-014	5116 DURANGO DR	2,428.04
2111-003-015	5110 DURANGO DR	2,428.04
2111-003-016	5108 DURANGO DR	2,428.04
	KAMROSE ADDITION	
2140-003-011	3207 RUTLAND DR	552.76
2140-003-021	3131 RUTLAND DR	1,019.79
2140-004-001	3219 RUTLAND DR	936.44
	HERITAGE RIDGE ADDITION	
2245-002-050	5939 CRESTED BUTTE RD	7,983.97
2245-003-025	5903 HERITAGE RIDGE RD	2,213.56
	HERITAGE RIDGE 2ND	
2247-001-010	6212 CRESTED BUTTE RD	9,945.58
2247-001-020	6126 CRESTED BUTTE RD	11,968.65
2247-002-015	6119 CRESTED BUTTE RD	2,619.14
2247-002-020	6113 CRESTED BUTTE RD	8,717.88
2247-002-025	6107 CRESTED BUTTE RD	9,981.92
2247-002-090	6128 HERITAGE RIDGE RD	9,099.99
2247-002-095	6204 HERITAGE RIDGE RD	8,598.74
2247-003-001	1207 LIMITED LN	5,990.88
	HERITAGE PARK 2ND ADDITION	
2252-001-001	1620 COMMUNITY DR	16,042.90
2252-001-005	1612 COMMUNITY DR	8,831.78
2252-001-010	1604 COMMUNITY DR	8,917.73
2252-002-035	1824 COMMUNITY LP	8,735.79
2252-002-045	1914 COMMUNITY LP	2,153.06
2252-003-001	1711 COMMUNITY LP	9,423.98
2252-003-005	1813 COMMUNITY LP	1,487.12
2252-003-010	1817 COMMUNITY LP	1,546.34
2252-003-015	1821 COMMUNITY LP	1,365.87
2252-003-020	1825 COMMUNITY LP	5,390.55
2252-003-025	1907 COMMUNITY LP	5,422.14
2252-003-030	1911 COMMUNITY LP	5,124.10
2252-003-035	1915 COMMUNITY LP	5,110.23
2252-003-040	1923 COMMUNITY LP	5,458.17
2252-003-045	1927 COMMUNITY LP	13,504.17
2252-004-020	921 COLLECTIVE LN	1,987.60
2252-004-040	914 CORNERSTONE	7,878.82
	SILVER RANCH 1ST ADDITION	
2275-004-080	5400 TITANIUM DR	8,173.26
2275-004-085	5404 TITANIUM DR	4,048.14

2275-004-090	5408 TITANIUM DR	4,835.58
2275-004-115	5504 TITANIUM DR	2,235.72
2275-008-025	5808 GOLD DR	14,790.72
2275-008-045	3811 PLATINUM ST	1,943.32
2275-009-060	3712 PLATINUM ST	8,741.76
2275-012-001	4008 NICKEL ST	15,670.33
	SILVER RANCH 1ST ADD 1ST REPLAT	
2276-004-010	4002 STEEL ST	9,104.88
2276-005-035	3916 PLATINUM ST	8,677.13
2276-006-055	4111 PLATINUM ST	5,067.37
2276-006-060	4113 PLATINUM ST	5,050.81
	SILVER RANCH 3RD ADD 1ST REPLAT	
2278-001-010	5212 WELDER AVE	5,045.88
2278-001-015	5214 WELDER AVE	4,759.49
2278-001-020	5218 WELDER AVE	5,282.28
2278-001-025	5220 WELDER AVE	5,174.25
2278-001-030	5304 WELDER AVE	5,207.43
2278-001-035	5306 WELDER AVE	5,322.86
2278-001-040	5310 WELDER AVE	5,291.89
2278-001-045	5312 WELDER AVE	4,401.02
2278-001-050	5316 WELDER AVE	4,401.02
2278-001-055	5318 WELDER AVE	4,441.83
2278-001-060	5322 WELDER AVE	4,468.02
2278-001-065	5324 WELDER AVE	4,387.62
	SILVER RANCH 3RD ADDITION	
2279-002-215	5509 DAVIES DR	6,711.92
2279-002-220	5511 DAVIES DR	6,561.73
2279-004-045	5427 VANDEWALLE LN	14,749.88
2279-004-050	5500 PEGGY LEE LN	14,975.41
2279-005-020	5327 WELDER AVE	8,314.28
2279-005-025	5401 WELDER AVE	7,655.01
2279-005-040	5419 WELDER AVE	16,703.15
2279-005-045	5420 VANDEWALLE LN	17,029.93
2279-010-030	5627 DAVIES DR	6,467.21
2279-010-035	5631 DAVIES DR	6,554.10
2279-010-040	5703 DAVIES DR	6,583.92
2279-010-045	5705 DAVIES DR	6,569.13
2279-011-135	5710 DAVIES DR	9,948.99
2279-014-050	4621 SILBERNAGEL DR	10,052.20
2279-014-060	4609 SILBERNAGEL DR	11,876.65
2279-014-075	4525 SILBERNAGEL DR	11,806.40
2279-014-090	4507 SILBERNAGEL DR	10,601.31
2279-014-095	4501 SILBERNAGEL DR	15,660.03
	ELK RIDGE ADDITION	
2300-006-002	3809 COGBURN RD	10,403.81

2300-006-051	3621 COGBURN RD	4,996.42
	ELK RIDGE 2ND ADDITION	
2302-001-002	4700 ELK RIDGE DR	10,659.47
2302-002-001	2112 PRAIRIE HAWK DR	14,910.10
2302-002-005	2108 PRAIRIE HAWK DR	5,892.71
2302-002-040	1918 PRAIRIE HAWK DR	7,055.02
2302-002-045	1914 PRIARIE HAWK DR	7,491.41
2302-008-015	2103 TULE LN	7,857.55
2302-008-030	2007 TULE LN	10,420.11
2302-009-001	4314 ELK RIDGE DR	10,154.10
2302-009-005	4308 ELK RIDGE DR	10,408.30
2302-013-070	4601 ELK EIDGE DR	16,555.23
2302-014-020	2005 MONARCH AVE	9,491.19
2302-014-045	2016 ANTLER AV	10,056.67
2302-014-050	2106 ANTLER AVE	10,565.19
2302-015-005	2105 ANTLER AVE	9,431.87
2302-015-020	2003 ANTLER AVE	10,172.21
2302-015-050	2018 TULE LN	2,193.56
	ELK RIDGE 3RD ADDITION	
2303-001-005	4414 KITES LN	6,861.06
2303-001-010	4410 KITES LN	5,943.20
2303-001-015	4406 KITES LN	6,707.99
2303-001-020	4402 KITES LN	6,754.72
2303-001-065	4222 KITES LN	6,699.27
2303-001-070	4218 KITES LN	6,741.01
2303-003-095	4117 KITES LN	10376.96
2303-003-105	4205 KITES LN	11383.58
2303-003-110	4211 KITES LN	10,713.58
2303-003-125	4303 KITES LN	11,168.57
	CLEAR SKY ADDITION	
2305-001-035	5318 HENDRICKSON DR	1,888.66
2305-001-095	5516 SMETTE BND	2,006.22
2305-002-001	406 MEHRER DR	12,222.34
2305-002-015	504 MEHRER DR	8,358.66
2305-003-035	5405 HENDRICKSON DR	8,795.26
2305-005-010	511 MEHRER DR	1,772.16
2305-005-015	515 MEHRER DR	1,915.53
2305-005-020	601 MEHRER DR	8,783.32
2305-010-001	705 ORGAARD DR	16,791.63
	COTTONWOOD PARKVIEW ADDITION	
2310-005-095	314 LENNOX	16,119.70
2310-005-120	416 LENNOX DR	2,997.28
2310-005-125	420 LENNOX DR	3,019.44
2310-006-095	411 LENNOX DR	8,170.90
2310-006-100	413 LENNOX DR	8,299.73

Human Resources Department

DATE: September 8, 2026

FROM: Leanne Schmidt, Human Resources Director

ITEM: Policy Manual Update - Grievance Procedure

REQUEST:
Receive, consider and approve the Policy Manual Update, regarding Chapter 18, Section 5 Letter b.

BACKGROUND INFORMATION:
Correcting a typo in Chapter 18, Section 5 Letter b. The policy currently states in that paragraph: “On or before the fifth (15) business day following the date on which the grievance was filed, the Director of Human Resources shall issue a written reply to the grievance and provide copies to all parties involved in the matter.” The 15 will be corrected to 5 business days.

RECOMMENDED CITY COMMISSION ACTION:
Approve the Policy Manual update as presented.

STAFF CONTACT INFORMATION:
Leanne Schmidt, Human Resources Director, 701-355-1332, lschmidt@bismarcknd.gov
Chelsey Ruud, HR Assistant, 701-355-1344, cruud@bismarcknd.gov

ATTACHMENTS:
1. Grievance Procedure Draft

SECTION 5. GRIEVANCE PROCEDURE

1. An employee who is adversely affected by an action or decision of another employee, other than suspension, demotion or termination that may be in violation of any federal, state or City law, statue, regulation, ordinance or written policy may file a grievance utilizing the following procedures:

    a. The employee shall first discuss the grievance with the immediate Supervisor or Department head, unless the grievance involves unlawful acts or conduct by the supervisor or the Department head. If the grievance involves unlawful acts or conduct on the part of the immediate supervisor or Department head, the employee shall discuss the grievance with the Department head or file a written grievance with the Director of Human Resources, respectively.

    b. If the grievance is not resolved by informal discussion or agreement, the employee may file a written grievance, setting out in detail the action or decision complained of and the specific law, statute, regulation, ordinance or written policy which has been violated with the Director of Human Resources. The Director of Human Resources shall immediately provide a copy of the written grievance to the City Commissioner assigned the portfolio for the department in which the employee is employed, and the Department head. The Commissioner, Department head, Director of Human Resources and the employee and/or the employee's representative, shall meet and attempt to resolve the grievance within ten (10) business days of the filing of the grievance. On or before the fifth (~~1~~5) business day following the date on which the grievance was filed, the Director of Human Resources shall issue a written reply to the grievance and provide copies to all of the parties involved in the matter. The written reply shall set forth the agreement that was reached between the parties, or the response of the Department head and/or City Commissioner to the grievance.

    c. If the employee is not satisfied by the written reply, the employee may, within five (5) business days of receipt of the reply, submit an appeal in writing to the Civil Service Commission, by filing it in the office of the Director of Human Resources. The Commission shall thereupon schedule a hearing and proceed in accordance with the procedures set forth in section 9-06-04 of the City Ordinances.

    d. An employee may not utilize the procedure under this section to appeal or grieve a letter of reprimand, a letter of caution, an oral reprimand or any other personnel action unless that action satisfies the requirements of paragraph one.

2. An employee of the City or any other person who has knowledge of suspected violations of laws, ordinances, City policies or department rules and regulations, sexual harassment, or other misconduct or impropriety by any City employee or Department head may file a complaint. A complaint may not be filed regarding a matter of prosecutorial discretion or regarding a case in Municipal Court. A complaint may be filed utilizing the following procedures:

a. The employee or other person with responsibility for the employee in question shall file a written report setting out in detail the nature of the violation. If the allegations involve misconduct or impropriety on the part of a Department head, the complaint shall be filed with the Commissioner assigned the portfolio for that department.

The Department head shall immediately provide a copy of the complaint to the Commissioner assigned the portfolio for that department and the City Attorney. The City Attorney shall promptly review the complaint to determine if it should properly be referred to the State's Attorney because it alleges violation of a criminal law or Chapter 34-11.1 of the North Dakota Century Code. Unless the complaint is referred to the State's Attorney, within ten (10) business days of the receipt of the complaint, the City Commissioner shall meet with the Department head and employee or other person to attempt to resolve the complaint. On or before the tenth business day following receipt of the complaint, the Department head, or City Commissioner if the complaint was filed with the City Commissioner, shall issue a written reply to the complaint, and provide copies to the employee or other person who filed the complaint, and the City Commissioner or Department head. The written reply shall set forth the agreement or understanding made to resolve the complaint, if one was achieved, or proposed action, including referral to the Board of City Commissioners.

b. If the employee or other person is not satisfied by the written reply, he or she may, within five (5) business days of receipt of the reply, submit an appeal in writing to the Board of City Commissioners by filing a written appeal in the Office of the City Administrator. The Commission shall thereupon schedule a hearing and proceed substantially in conformance with the procedures set forth in Section 9-06-04 of the City Ordinances that are applicable to the Civil Service Commission.

Approval Date: 01/28/97
Revision Date: xx/xx/26, 10/09/01

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~~Approval Date: 01/28/97~~
~~Revision Date: 10/09/01~~

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6664

REQUEST:
Introduction of and call for a public hearing on Ordinance 6664, amendments to Title 14.1 Stormwater Management to align with the recently adopted Land Development Code, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
The Engineering Department and Planning Department propose amendments to Title 14.1 Stormwater Management to align with the recently adopted Land Development Code.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for public hearing on Ordinance 6664, amendments to Title 14.1 Stormwater Management.

STAFF CONTACT INFORMATION:
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov

ATTACHMENTS:
1. BCC Items Title 14.1

September 8, 2026

STAFF REPORT

Application for: **Zoning Ordinance Text Amendment**

Project ID: **ZOTA2026-003**

Project Summary

Title:	Updates to Title 14.1 Stormwater Management
Status:	Board of City Commissioners - Consideration
Project Contact:	Daniel Nairn, Planning Director
Request:	Update Title 14.1 Stormwater Management to align with adopted Land Development Code
Staff Recommendation:	Approve
PZC Recommendation:	Approve

Project Narrative

The Engineering Department and Planning Department propose amendments to Title 14.1 Stormwater Management to align with the recently adopted Land Development Code.

Title 14.1 is an independent title of the Bismarck Code of Ordinances. However, the Planning and Zoning Commission is still authorized to review and advise on any amendments to this title, because of the integral relationship between stormwater management and the overall land development process.

Proposed changes to Title 14.1 relate to:

- Updating the state agency that governs stormwater management.
- Inclusion of townhouses of up to four units in small-site construction stormwater management permits, in alignment with Land Development Code categories.
- Update references to site plan procedure language used in the Land Development Code.
- Align the stormwater review process with new subdivision procedures of the Land Development Code.
- Provide more staff discretion over submittal of a certification report after completion of facility installation.

Public Engagement

Because this ordinance is initiated by City staff, it will follow the original Title 14 process in effect until October 1, 2026, which requires consideration by the Planning and Zoning Commission prior to a public hearing.

Planning and Zoning Commission

The Planning and Zoning Commission considered this request on July 22, 2026 and called for a public hearing.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and August 13.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

(continued)

City Commission

Additional public notice requirements will be met if the City Commission calls for a public hearing.

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

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.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance text amendment (Comprehensive Plan)

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

> *"Manage stormwater to protect public and private investments and the natural environment" I5*
>
> *"Review and update plans, ordinances, and policies on a regular basis to reflect changing conditions and public will" G10(g)*

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

Yes. This section of the zoning ordinance was previously adopted on August 22, 2017. Conditions have changed since this time period which justify the proposed revision, in particular the adoption of the Land Development Code and change in state agency oversight.

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

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

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

Yes. All sections of the zoning ordinance containing any references to or potential conflicts with the proposed zoning ordinance text amendment have been reviewed and corrected, as needed.

Proper administrative procedures related to the request are being followed (Section 14-07-02, NDCC Chapter 40-47)

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The zoning ordinance text amendment has been initiated by staff from the Planning Department, on behalf of the Planning and Zoning Commission. A preliminary draft was considered by the Planning and Zoning Commission.

A public hearing has been held by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing were met, as documented in this report above.

Additional public notice requirements will be met if the City Commission calls for a public hearing.

The public health, safety and general welfare will not be adversely impacted by the proposed zoning text amendment (Goal S10-a)

(continued)

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

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 amendments to Title 14.1 as shown in the attached ordinance.

Planning Staff

Based on the above findings, staff recommends approval of amendments to Title 14.1 as shown in the attached ordinance.

Attachments

1. Draft Zoning Ordinance

Staff report prepared by: Daniel Nairn, Planning Director

701-355-1854 | dnairn@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6664

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

AN ORDINANCE TO AMEND TITLE 14.1 OF THE CODE OF ORDINANCES OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO STORMWATER MANAGEMENT.

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

Section 1. Amend. Section 14.1-01-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Definitions, is hereby amended to read as follows:

14.1-01-03. Definitions. For the purpose of this Title, the following terms, phrases, and words, and their derivatives, shall have the meaning as stated in this section. When inconsistent with the context, words used in the present tense include the future tense. Words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and the word “may” is always permissive.

* * * * *

Certification Report: The ~~required~~ analysis documenting that the facilities identified in an approved stormwater management plan have been constructed and function as intended. A certification report ~~is a required submittal~~ for a post-construction stormwater management permit may be a required submittal as detailed in the Stormwater Design Standards Manual.

* * * * *

~~Extraterritorial Jurisdiction: The territorial zoning and subdivision authority of the City which extends to all unincorporated land located within four (4) miles of the corporate limits of the City, or as amended by agreement, as authorized by Section 40-47-01.1 of the North Dakota Century Code.~~

DRAFT

Extraterritorial Area (ETA): The territorial zoning and subdivision authority of the City which extends to all unincorporated land located within the limits of negotiated agreements with Burleigh County and/or organized townships, as authorized by the NDCC.

* * * * *

National Pollution Discharge Elimination System (NPDES) Permit: Any permit or requirement enforced by the North Dakota ~~State~~ Department of ~~Health~~ Environmental Quality, Division of Water Quality, pursuant to the Clean Water Act as amended for the purposes of regulating stormwater discharge.

~~NDDoH: The North Dakota Department of Health, Division of Water Quality.~~

Notice of Termination (NOT): Notification to the City and/or the ~~NDDoH~~ North Dakota Department of Environment Quality, Division of Water Quality that all construction activities for a project have been completed and exposed soils have achieved final stabilization.

Notice of Transfer: Notification to the City and/or the ~~NDDoH~~ North Dakota Department of Environment Quality, Division of Water Quality indicating that the responsibilities of the mandatory stormwater management permit have been transferred along with the transfer of a parcel of land.

* * * * *

Stormwater Management: The application of Best Management Practices (~~DMPs~~ BMPs) to mitigate adverse impacts to stormwater quality and quantity, prevent sediments and other pollutants from entering surface or ground water; source controls, and treatment of run-off to reduce pollution.

* * * * *

(Ord. 4817, 02-25-97; Ord. 5278, 09-23-03; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 2. Section 14.1-02-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Municipal Separate Storm Sewer System, is hereby amended to read as follows:

14.1-02-01. Municipal Separate Storm Sewer System. The City of Bismarck is a designated Municipal Separate Storm Sewer System (MS4) under the Environmental Protection Agency's Stormwater Phase II Final Rule published on December 8, 1999 and is regulated under the North Dakota Pollutant Discharge Elimination System (NDPDES) by the North

Dakota Department of ~~Health~~ Environmental Quality. In order to demonstrate compliance with the requirements of the MS4 General Permit, all development activities within the City's zoning jurisdiction must comply with the provisions contained herein related to construction stormwater management permits and post-construction stormwater management permits.

(Ord. 4817, 02-25-97; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 3. Section 14.1-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Conformance with Local, State and Federal Regulations, is hereby amended to read as follows:

14.1-02-02. Conformance with Local, State and Federal Regulations. In addition to the requirements contained herein, it is the responsibility of the applicant to obtain all required approvals from local, state and federal agencies for the proposed project. Agencies that may require consultation or permits include the Burleigh County Highway Department, the Burleigh County Water Resource District, the North Dakota Department of Transportation, the North Dakota State Water Commission, the North Dakota Department of ~~Health~~ Environmental Quality, the North Dakota State Historic Preservation ~~Officer~~ Office, the United States Army Corps of Engineers, the Federal Emergency Management Agency or the United States Environmental Protection Agency.

(Ord. 4817, 02-25-97; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 4. Section 14.1-03-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Construction Stormwater Management Permits (CSMP) Required, is hereby amended to read as follows:

14.1-03-01. Construction Stormwater Management Permits (CSMP) Required. A construction stormwater permit is required in order to facilitate implementation of appropriate best management practices (BMPs) and protect water quality during development construction activities in areas within the corporate limits and areas within the extraterritorial area that contribute to the City's MS4. Submittal and review requirements for a CSMP are dependent upon the size and scope of the project.

1. Small Site Construction Stormwater Management Permit. A small site construction stormwater management permit is required for construction activities ~~applied for after January 1, 2018~~ that meet one or more of the following criteria:

a. Land disturbance greater than or equal to 3,000 square feet and less than 10,000 square feet, occurring on land with slopes of less than 12 percent; or

b. Construction of a ~~one- or two-family residential home~~ single- or two-family dwelling or townhouses of up to four units if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.

2. Large Site Construction Stormwater Management Permit. A large site construction stormwater management permit is required for construction activities ~~applied for after January 1, 2018,~~ except for the construction of a ~~one- or two-family residential home~~ single- or two-family dwelling or townhouses of up to four units, that meet one or more of the following criteria:

* * * * *

h. Any other activity, including the construction of a ~~one- or two-family residential home~~ single- or two-family dwelling or townhouses of up to four units, that the City Engineer determines to have a high risk of soil erosion or water pollution, or that may significantly impact an open waterway, stream or wetland area.

4. North Dakota Department of ~~Health~~ Environmental Quality Construction General Permit. All projects that result in land disturbance activity that meets the minimum threshold outlined in the North Dakota Department of ~~Health~~ Environmental Quality Construction General Permit are required to obtain a Construction Stormwater Management Permit from the City and coverage from the North Dakota Department of ~~Health~~ Environmental Quality under the Construction General Permit.

5. Exclusions. The following activities are excluded from obtaining a mandatory Construction Stormwater Management Permit:

a. Plowing or tilling for agricultural purposes;

b. Emergency activity that is immediately necessary for the protection of life, property or natural resources;

c. Construction of a ~~one or two-~~single-family dwelling within the City's extraterritorial area, with the understanding that erosion

control measures are implemented on-site during construction by the builder;

~~d. Construction of any project in the City's extraterritorial area, other than a one or two-family dwelling, that does not contribute to the City's MS4, with the understanding that erosion control measures are implemented on-site during construction by the builder; or~~

~~e~~ d. Other construction activities that are determined by the City Engineer to not have potential for adverse impact on stormwater quality.

(Ord. 4817, 02-25-97; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 5. Section 14.1-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Small Site Construction Stormwater Management Permits, is hereby amended to read as follows:

14.1-03-02. Small Site Construction Stormwater Management Permits.

1. Application Required. An application for a small site construction stormwater management permit shall be submitted prior to or concurrently with an application for a building permit for ~~one- or two-family dwellings~~ single- or two-family dwelling or townhouses of up to four units or other projects that meet the thresholds outlined in Section 14.1-03-01. Site development activities shall not commence until said application has been approved and best management practices (BMPs) are in place.

2. Submittal Requirements. The submittal requirements for a small site construction stormwater management permit are outlined in the ~~City's~~ Stormwater Design Standards Manual.

3. Review and Approval Procedures. The review and approval procedures are outlined in the ~~City's~~ Stormwater Design Standards Manual. A building permit will not be issued and no site development activities may commence until the small site construction stormwater management permit has been approved and BMPs are properly installed.

4. Transfer of Permit. Small site construction stormwater management permits cannot be transferred to a subsequent owner.

5. Termination of Permit. During construction, stormwater management best management practices (BMPs) must be installed and remain in

place until final stabilization, as outlined in the ~~City's~~ Stormwater Design Standards Manual, has been achieved on the site. When final stabilization has been achieved, the applicant shall submit a Notice of Termination (NOT) request to the City Engineer. Upon review and approval by the City Engineer, the applicant will be notified that the authorization has been terminated.

(Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 6. Section 14.1-03-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Large Site Construction Stormwater Management Permits, is hereby amended to read as follows:

14.1-03-03. Large Site Construction Stormwater Management Permits.

* * * * *

2. Submittal Requirements. The submittal requirements for a large site construction ~~storm water~~ stormwater permit are outlined in the ~~City's~~ Stormwater Design Standards Manual. The submittal package shall be prepared and sealed by a ~~registered professional engineer~~ licensed professional engineer legally authorized to practice in the State of North Dakota.

3. Review and Approval Procedures. The review and approval procedures are outlined in the ~~City's~~ Stormwater Design Standards Manual. A building permit will not be issued and no site development activities may commence until the large site construction stormwater management permit has been approved.

* * * * *

5. Termination of Permit. During construction, stormwater management best management practices (BMPs) must be installed and remain in place until final stabilization, as outlined in the ~~Storm Water~~ Stormwater Design Standards Manual, has been achieved on the site. When final stabilization has been achieved, the applicant shall submit a Notice of Termination (NOT) request to the City Engineer.

(Ord. 4817, 02-25-97; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 7. Section 14.1-04-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Post-Construction Stormwater Management Permits, is hereby amended to read as follows:

14.1-04-01. Post-Construction Stormwater Management Permits. A ~~post construction~~ post-construction stormwater management permit addresses the long-term or permanent function of drainage facilities for development projects. A post-construction stormwater management permit is required for development projects ~~applied for after January 1, 2018~~ in areas within either the corporate limits or the extraterritorial area that meet one or more of the following criteria:

* * * * *

4. Any development activity that requires approval of a complete subdivision or general site plan under Title 14 of the City Code of Ordinances ~~or any development project that requires approval of a site plan~~; or

* * * * *

(Ord. 4817, 02-25-97; Ord. 5853, 11-22-11; Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 8. Section 14.1-04-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Conditional Approval, is hereby amended to read as follows:

14.1-04-04. Conditional Approval. Conditional approval of a post-construction stormwater management permit is required prior to submittal of ~~an application for approval of~~ the associated final plat in recordable form~~,~~ ~~minor subdivision final plat~~ or general site plan. ~~In order to provide adequate time for review and approval, applications for conditional approval of a post-construction stormwater management permit should be submitted no less than thirty (30) days prior to the submittal of an application for approval of a final plat, a minor subdivision final plat or a site plan. For projects that do not require approval of a site plan or a final plat, the application for conditional approval shall be submitted no less than sixty (60) days prior to construction~~ Applications for conditional approval of a post-construction stormwater management permit shall be submitted in conjunction with a preliminary plat or adequate time in advance of site plan submittal to allow staff review, as established by the City Engineer.

1. Submittal Requirements. The submittal requirements for conditional approval of a post-construction stormwater management permit are

outlined in the ~~City's~~ Stormwater Design Standards Manual. The submittal package shall be prepared and sealed by a ~~registered professional engineer~~ licensed professional engineer legally authorized to practice in the State of North Dakota.

2. Review and Conditional Approval Procedures. The review and conditional approval procedures for a post-construction stormwater management permit are outlined in the Stormwater Design Standards Manual. For projects within the City's extraterritorial area, the City Engineer will provide copies of the stormwater management plan to the County Engineer for review and comment. For projects within the extraterritorial area, the City Engineer shall obtain written concurrence from the County Engineer prior to granting conditional approval of the post-construction stormwater management permit. Upon conditional approval of the post-construction stormwater management permit, the City Engineer will provide the applicant with the original signed copy of the conditional permit by mail or in person and a copy via e-mail. ~~A copy of the conditional permit shall be submitted with the application for approval of a final plat, minor subdivision final plat or site plan.~~ Approval of a final plat or general site plan will be withheld until conditional approval of the post-construction stormwater management permit is obtained.

* * * * *

(Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 9. Section 14.1-04-05 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Material Submitted After Conditional Approval, is hereby amended to read as follows:

14.1-04-05. Material Submitted After Conditional Approval. After obtaining conditional approval of a post-construction stormwater management permit, construction plans and specification, geotechnical reports and operation and maintenance plans may be submitted.

1. Construction Plans and Specifications.

   a. Construction Plans and Specifications for Public Facilities within the Corporate Limits. The construction plans and specifications prepared for the construction of public stormwater management facilities within the corporate limits or on land that will be annexed prior to development must:

i. Include a basis of design report demonstrating consistency with the approved storm water management plan and conditionally approved post-construction stormwater management permit.

ii. Be in conformance with the requirements of the City of Bismarck Construction Specifications for Municipal Public Works Improvements, current special provisions, and any other necessary permits issued by other governmental agencies.

iii. Be sealed and signed by a ~~Professional Engineer registered in the State of North Dakota~~ licensed professional engineer legally authorized to practice in the State of North Dakota.

iv. Be submitted to the City Engineer for approval.

v. Be submitted concurrently with the application for approval of a large site construction stormwater management permit.

No construction may commence until the construction plans and specifications have been approved by the City Engineer and all other applicable permits and approvals are received from outside agencies.

b. Construction Plans and Specifications for Private Facilities within the Corporate Limits. The construction plans and specifications prepared for the construction of private stormwater management facilities within the corporate limits or on land that will be annexed prior to development must:

i. Include a basis of design report demonstrating consistency with the approved storm water management plan and conditionally approved post-construction stormwater management permit.

ii. Be sealed and signed by a ~~Professional Engineer registered in the State of North Dakota~~ licensed professional engineer legally authorized to practice in the State of North Dakota.

iii. Be submitted to the City Engineer for approval.

iv. Be submitted concurrently with the application for approval of a large site construction stormwater management permit.

No construction may commence until all applicable permits and approvals are received from the City and outside agencies.

c. Construction Plans and Specifications for Public Facilities within the Extraterritorial Area. The construction plans and specifications prepared for the construction of public stormwater management facilities within the extraterritorial areas must:

i. Include a basis of design report demonstrating consistency with the approved storm water management plan and conditionally approved post-construction stormwater management permit.

ii. Be in conformance with the requirements of the Burleigh County Highway Department and any other necessary permits issued by other governmental agencies.

iii. Be sealed and signed by a ~~Professional Engineer registered in the State of North Dakota~~ licensed professional engineer legally authorized to practice in the State of North Dakota.

iv. Be submitted to the County Engineer for approval.

v. Be submitted concurrently with the application for approval of a large site construction stormwater management permit.

No construction may commence until the construction plans and specifications have been approved by the County Engineer and all other applicable permits and approvals are received from outside agencies.

2. Operations and Maintenance Manual. An operations and maintenance manual shall be submitted in conjunction with construction plans and specifications for public projects within the corporate limits and for private projects within both the corporate limits and the extraterritorial area. An operations and maintenance manual shall be submitted for each post-construction stormwater

management control, in accordance with the provisions of the Stormwater Design Standards Manual.

3. Access and Drainage Easements. The City Engineer may require that an easement be recorded to allow for continued access to constructed stormwater management facilities within or adjacent to the corporate limits, to provided cross parcel drainage easements and for other elements that are deemed necessary. All required access and drainage easements shall be prepared by a professional land ~~survey~~ surveyor, reviewed by the City Engineer and recorded at the Burleigh County Recorder's Office, with a copy of the recorded document provided to the City Engineer.

(Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 10. Section 14.1-04-06 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to Completion and Final Approval, is hereby amended to read as follows:

14.1-04-06. Completion and Final Approval.

1. Completion and Certification. Upon completion of the project, a Certification Report ~~shall be submitted to~~ may be requested by the City Engineer. The Certification Report shall certify that installed BMPs are consistent with the conditionally approved ~~Post Construction~~ Post-Construction Stormwater Management Plan (PCSMP), or report that BMPs are not consistent with the conditionally approved PCSMP. The Certification Report requirements are outlined in the Stormwater Design Standards Manual (SWDSM).

2. Record Drawings Required. For public projects not overseen by the City Engineer, record drawings of the project shall also be submitted to the City Engineer.

3. Final Inspection. Upon submittal of the Certification Report and required record drawings, the City Engineer will perform a final inspection of the site. Upon satisfactory completion of the final inspection, or as deemed by the City Engineer, final approval of the ~~Post Construction~~ Post-Construction Stormwater Management Plan will be issued.

(Ord. 6270, 08-22-17; Ord 6664; XX-XX-XX)

Section 11. 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 12. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 13. Effective Date. This ordinance shall take effect on October 1, 2026.

DRAFT

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6682

REQUEST:
Introduction of and call for a public hearing on Ordinance 6682, amendments in various sections related to the adoption of Title 14, the Land Development Code.

BACKGROUND INFORMATION:
The Planning Department proposes amendments to various titles that include sections affected by the adoption of the new Land Development Code in Title 14.

The following changes are summarized:
Title 1: Changes in computation of time as it relates to deadlines falling on weekends
Title 2: Update to definition of extraterritorial area to reflect negotiated boundaries.
Title 3: Move requirements on customary pets and licensing for number of pets from Title 14 Zoning to Title 3 Animal Control and Protection.
Title 4: Consolidate dimensional requirements of manufactured home parks and RV Parks into Title 14 and remove from Title 4, which only addresses licensing and building code requirements. Previously, requirements were duplicated and in conflict.
Title 8: Minor alteration of animal skinning reference to zoning. Updates to noise ordinance table to reflect new zoning districts.
Title 10: Update zoning districts for sidewalks and definition of residential in terms of sidewalk width. Additional reference to site plan process in Title 14. Move entirety of airport zoning from Title 10 to Title 14.

The presentation of this ordinance is made to coincide with amendments to Title 14.1, which were reviewed by the Planning and Zoning Commission. The effective date of both ordinances is timed to align with the effective date of the Land Development Code on October 1, 2026.

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6682, amendments in various sections related to the adoption of Title 14, the Land Development Code.

STAFF CONTACT INFORMATION:
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov

ATTACHMENTS:
1. BCC Items LDC Cleanup

CITY OF BISMARCK
ORDINANCE NO. 6682

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

AN ORDINANCE TO AMEND SECTIONS 1-01-11, 2-01-03, 3-01-02, 3-03-02, 4-08-07, 4-09-04, 8-05-01, 8-10-04, 10-01-08, 10-03-06, 10-04-03 AND CHAPTER 10-09 OF THE CODE OF ORDINANCES OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO REFERENCES AFFECTED BY THE ADOPTION OF TITLE 14 THE LAND DEVELOPMENT CODE.

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

Section 1. Amend. Section 1-01-11 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to computation of time, is hereby amended to read as follows:

1-01-11. Time - How Computed. The time within which an act is to be done as provided in any ordinance or in any order issued pursuant to any ordinance, when expressed in days, is computed by excluding the first day and including the last, except that if the last day be Saturday, Sunday or a legal holiday it is excluded; and when any such time is expressed in hours the whole of ~~Sunday~~ said excluded days, from midnight to midnight, shall be excluded.

(Ord. 6682, XX-XX-XX)

Section 2. Amend. Section 2-01-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to extraterritorial area, is hereby amended to read as follows:

2-01-03. Territorial Authority of Zoning Regulations. The zoning ordinances and subdivision regulations of the City of Bismarck shall apply to all incorporated territory and unincorporated territory ~~within four miles of the corporate limits as~~ authorized by the North Dakota Century Code and described in Section 14-01-04 of the Code of Ordinances.

(Ord. 5278, 09-23-03; Ord. 6682, XX-XX-XX)

Section 3. Amend. Section 3-01-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to animals, is hereby amended to read as follows:

3-01-02. Restrictions; Number and Limits on Animals.

1. Customary domestic pets are allowed on residential properties, excluding horses, poultry, and agricultural livestock. The raising and keeping of other animals is hereby prohibited except as permitted in the zoning ordinances of the City; at zoos; at schools, commercial animal establishment, clinics or laboratories for recognized educational, scientific or research purposes; and, providing the keeping of them does not create a public health or safety problem.

* * * * *

(Ord. 4591, 03-29-94; Ord. 6480, 08-31-21; Ord. 6682, XX-XX-XX)

Section 4. Amend. Section 3-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to animal licenses, is hereby amended to read as follows:

3-03-02. License Application, Fee and Renewal.

* * * * *

9. In addition to the number of dogs and/or cats allowed ~~in residentially-zoned areas by City Ordinance 14-03-06~~ in Section 3-01-02, the City may grant a special license to an applicant granting the authority to keep additional dogs or cats in a residential area subject to the following:

a. The applicant must file an application with the Bismarck Public Health Department, Environmental Health Division which states specifically the number of dogs and cats to be kept, a description of each and the address of the location where they will be kept. A non-refundable fee as set by the city commission must accompany each application.

b. No ~~resident~~ residential household may keep more than three unaltered dogs or cats ~~at any one residential location.~~ Any additional animals allowed with a special license must be spayed or neutered.

* * * * *

(Ord. 4743, 12-12-95; Ord. 4867, 09-09-97; Ord. 5239, 04-08-03; Ord. 5559, 11-14-06; Ord. 6156, 10-13-15; Ord. 6480, 08-31-21; Ord. 6612, 04-12-25; Ord. 6682, XX-XX-XX)

Section 5. Amend. Section 4-08-07 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to manufactured homes, is hereby amended to read as follows:

4-08-07. Park Standards. Each manufactured home ~~mobile home~~ park or community shall comply with the following:

1. A manufactured home ~~mobile home~~ community shall meet all requirements of the RMH zoning district in Section 14-03-08 of the City Code of Ordinances ~~may not provide spaces for less than twenty mobile homes~~.

2. The limits of each manufactured home ~~mobile home~~ lot must be marked or clearly defined on the ground. The lot limits must be the same as shown on accepted plans.

3. The manufactured home ~~mobile home~~ stand must be improved to provide adequate support for placement. The stand may not heave, shift or settle unevenly under the weight of the manufactured home ~~mobile home~~ due to inadequate drainage. The stand must be graded to provide drainage away from the stand. Permanent foundations shall comply with the requirements of the city building code.

4. All manufactured homes ~~mobile homes~~ must be anchored according to an approved method. ~~have tie-downs as required in the National Fire Protection Association Standard 501-A-1977, except that homes constructed prior to June, 1976, can be exempted from this requirement if it is shown to the satisfaction of the building official that the prescribed tie-downs will cause structural damage to the mobile home.~~

~~5. Mobile homes and attachments must be separated from each other and from other principal buildings or structures on adjacent lots in the community by at least fifteen feet.~~

~~6. All streets within a mobile home community must be hard-surfaced and shall comply with the city zoning ordinances. All streets shall be maintained in good condition.~~

5 ~~7~~. The connection of water, fuel, sanitary sewer and electrical service must be under the supervision of the manufactured home ~~mobile home~~ community owner or operator or a qualified representative of the utility company supplying fuel or electrical service. A manufactured home ~~mobile home~~ may not be occupied before an inspection is conducted by the building official of the following items to ensure ~~insure~~ ordinance compliance:

a. Water and sanitary sewer connections;

b. The electrical service conductors;

c. The placement of the home to ~~insure~~ ensure ~~sideyard and~~ setback requirements are met;

d. A gas line test conducted by the owner or seller of the mobile home unit and certified by the building official;

e. Heating appliances for transportation damages;

f. Blocking to approved standards;

g. The home is secured by approved tie-downs to the stand.

6 ~~8~~. Each new or altered manufactured home ~~mobile home~~ lot must be provided with service equipment rated at not less than 100 amperes. Provisions may be made for connecting a mobile home power supply assembly by a permanent wiring method which may have 50-ampere receptacles conforming to the National Electrical Code. Each existing mobile home lot must be provided with an electrical service of adequate size to serve the mobile home load.

7 ~~9~~. Fuel supply lines must be designed and installed according to the adopted building code.

~~a. Gas equipment and installation within a mobile home community must be designed and constructed in accordance with the provisions of the Standard 54-1974 of the National Fire Protection Association. Each lot must be provided with an accessible, listed gas shutoff valve. The valve may not be located under the mobile home. The connector between the gas supply line and the mobile home must be an approved listed flexible mobile home connector of sufficient capacity to supply gas to the connected load.~~

~~b. Fuel oil equipment and supply must be designed and installed in accordance with provisions of Standard 31-1974 of the National Fire Protection Association.~~

8 ~~10~~. A mobile home community must be provided with an adequate supply of potable water complying with the state health department standards for drinking and domestic use.

9 ~~11~~. Each mobile home lot must be provided with sanitary sewer and water connections. Such plumbing facilities shall conform to the city's plumbing code.

~~12. Any buildings housing toilet rooms and/or laundry facilities must be a permanent structure. The interior surfaces must be moisture resistant and readily cleanable. Such structures shall meet the requirements of the city building code.~~

10 ~~13~~. Accessory buildings must comply with all standards of Title 14 and the applicable building code.

~~a. Accessory buildings and carports must be of standard construction and shall meet the requirements of the city building code. An attached entryway may not obstruct any required exitway from the mobile home. No more than one entryway is allowed for each mobile home. The entryway is limited to a maximum of 120 square feet in size. A porch or deck that is open on at least two sides except for roof supports and guardrails need not be included in the allowable square footage of the attached entryway.~~

~~b. Individual storm shelters are permitted provided they meet the requirements of the city building code and the consent of the community manager has been obtained. Such shelters may not be included in lot coverage requirements of the zoning ordinances or be counted as an accessory building to the mobile home lot.~~

~~c. A detached garage may be allowed providing the following requirements are met:~~

~~i. Garages must be located at least seven and one-half feet from the dividing line between mobile home lots. They shall be at least 15 feet from the mobile home or any attachment thereto on a neighboring lot.~~

~~ii. A minimum of six feet must be maintained between a garage and a mobile home or attachment thereto on the same lot.~~

~~iii. A 20-foot setback must be maintained between the front of the garage and any public or private street.~~

~~iv. The above setback and sideyard clearances apply unless a greater clearance is required by the zoning ordinances if the mobile home, attachment, or accessory buildings is located adjacent to a public right-of-way. These clearances must be to the walls of the structure involved; a roof overhang may extend a maximum of two feet into the setback or 5ideyard.~~

~~d. Accessory buildings on a mobile home lot are limited to one attached entryway not to exceed 120 square feet, one detached storage or utility building not to exceed 120 square feet, and one detached garage as specified in this section.~~

~~e. Carports may not project beyond the front or rear edge of the mobile home. Carports must be set back a minimum of 20 feet from the walkway, a minimum of seven and one-half feet from the~~

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~~lot line, and must be located at least 15 feet from any other mobile home and its attachments.~~

~~f. Accessory structures must be attached to proper foundations. Exceptions to foundations may be granted by the building official provided the methods used shall render them rodentproof and resistant to wind damage.~~

~~g. Accessory buildings may not be constructed without building permits.~~

~~h. Accessory storage or utility structures shall comply with setback and 6ideyard requirements of the zoning ordinances.~~

11 ~~14~~. Swimming and bathing facilities shall meet the requirements of Title 4 of this code.

(Ord. 5316, 05-25-04; Ord. 5707, 02-24-09; Ord. 5984, 07-09-13; *Ord. 6682, XX-XX-XX*)

Section 6. Amend. Section 4-09-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to recreational vehicle park standards, is hereby amended to read as follows:

4-09-04. Park Standards. Each recreational vehicle park shall comply with the following:

1. The recreational vehicle park shall be licensed with the City of Bismarck according to standards of Chapter 33-33-02 of the North Dakota Administrative Code. ~~It is the duty of the licensee to keep a register of all occupants of the park. The register shall contain the following information:~~

   ~~a. Name and address of each occupant;~~

   ~~b. License number and state issuing the license and owner of each recreational vehicle and automobile if such recreational vehicle is towed;~~

   ~~c. The dates of arrival and departure of each recreational vehicle.~~

   ~~The park shall keep the register available for inspection at all times by law enforcement officers, public health officials and other officials whose duties necessitate acquisition of information contained in the register. The register records must be maintained for a period of three years following the date of registration.~~

2. The recreational vehicle park shall meet all standards applicable to a campground in Section 14-10-04(4)b of the City Code of Ordinances. ~~The owner or person in charge of any dog, cat or other pet may not~~

permit it to run at large or commit any nuisance within the limits of the recreational vehicle park.

3. Each recreational vehicle park licensed under the provisions of this chapter shall comply with all applicable provisions of the city zoning ordinances.

4. A park may not provide spaces for less than twenty recreational vehicles.

5. The minimum unit area for each recreational vehicle site is at least 1,500 square feet in area. Each space must be marked or clearly defined on the ground.

Each recreational vehicle stand must be designed and constructed to allow for safe and efficient placement and removal of recreational vehicles. The stand must be constructed to minimize the development of ruts or low spots by the vehicle tires. The site must be graded to provide drainage but shall not exceed three inches per ten feet across the width of the stand.

6. The minimum widths of interior roads and driveways serving individual parking sites is twenty feet. All roads and driveways must be surfaced with an all-weather surface. All roads must be well-drained and shall have a minimum internal radius of sixty feet. Turnarounds must be provided for all dead-end roads with a minimum internal radius of sixty feet.

7. Water supply and sanitary sewer provisions must meet requirements of the state plumbing code.

8. Each lot intended for use by recreational vehicles must be provided with an electrical system as required by the city electrical code.

9. An adequate supply of covered garbage containers must be provided in each park and located not more than 200 feet from any space. If cans are provided, they must be maintained in a sanitary condition and stored on racks as required.

10. The city building code applies to all buildings constructed within a park.

11. Swimming and bathing facilities must meet the requirements of Title 4 of this code.

12. Designated outdoor fire locations, if provided, must be in safe and convenient areas where they will not constitute fire hazards to vegetation, undergrowth, trees and recreational vehicles.

13. Primitive camping cabins placed upon and anchored to concrete slabs may occupy five percent of the spaces provided. Such cabins shall not

~~exceed 220 square feet in area and shall provide for no facilities other than sleeping.~~

(Ord. 4975, 05-25-99; Ord. 5316, 05-25-04; Ord. 6682, XX-XX-XX)

Section 7. Amend. Section 8-05-01 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to animal storage and skinning, is hereby amended to read as follows:

8-05-01. General Provisions. The following provisions govern the processing of animals within the city limits:

1. A person may not bring into or store within the city any dead animals, bones or carcasses of dead animals, except such as are suitable and intended for human consumption, except in accordance with the provisions of this chapter.

2. Storage or skinning of dead animals is not permitted in any portion of the city ~~where such storage and skinning is prohibited by the zoning ordinance of this city~~ unless within a permitted manufacturing use compliant with all zoning requirements of Title 14.

* * * * *

(Ord. 6682, XX-XX-XX)

Section 8. Amend. Section 8-10-04 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to noise, is hereby amended to read as follows:

8-10-04. Table; Exceptions.

1. It is unlawful to project a sound or noise excluding noise emanating from a motor vehicle from one property into another, within the boundary of a use district which exceeds the limiting noise criteria set forth in Table I below.

    a. Sound or noise projecting from one use district into another use district with a different noise level limit may not exceed the limits of the district into which the noise is projected.

    b. The permissible levels in decibels set forth in Table I are modified so that any noise occurring on property deemed to be nonconforming use property is determined upon the conforming zoning designation of the property.

TABLE I. LIMITING NOISE LEVELS FOR ZONING DISTRICTS

	Zoning Districts		
	Residential ~~(RR, RRMH, R5, RMH, RMHC, HM, R10, RM, RT, P)~~ RRE, RR, RS, RU, RMH, RM, RX, OX, PCI, OS	Commercial ~~(CA, CG, DF, DC, CR)~~ CX, CG, DT	Industrial ~~(MA, MB, A)~~ IX, IG, A
Maximum number of dB(A) permitted from 7:00 a.m. until 11:00 p.m. daily	55	65	80
Maximum number of dB(A) permitted from 11:00 p.m. until 7:00 a.m. of the following day	50	60	75

* * * * *

(Ord. 4234, 1-03-89; Ord. 4872, 09-23-97; Ord. 5714, 04-28-09; Ord. 6156, 10-13-15; Ord. 6355, 1-8-19; Ord. 6485, 10-04-21; *Ord. 6682, XX-XX-XX*)

Section 9. Amend. Section 10-01-08 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to designation of arterial streets, is hereby amended to read as follows:

10-01-08. Designation of Streets Under N.D.C.C. 21-03-07. All the streets in the City of Bismarck designated in the most current, approved ~~map of the Federal Aid System~~ Major Street Plan shall be considered arterial streets for the purposes of N.D.C.C. 21-03-07(4).

(Ord. 4248, 3-14-89; *Ord. 6682, XX-XX-XX*)

Section 10. Amend. Section 10-03-06 of the Code of Ordinances of the City of Bismarck, North Dakota, relating to sidewalks, is hereby amended to read as follows:

10-03-06. Sidewalk Standards. All sidewalks must be constructed of concrete as per city specification and as follows:

1. The sidewalk must be continuous from lot line to lot line. Lots shall contain sidewalks on all sides fronted by public streets. There shall be a sidewalk construction and maintenance easement established on

the front one and one-half feet of each lot except where this area is covered by a building.

2. When constructed along ~~R5, R10~~ RS, RU or other single~~,~~ and two-family, and townhouse lots, sidewalks must be a minimum of four and one-half feet to a maximum of six feet in width, or as determined by the city engineer.

3. When constructed along properties that are not single~~,~~ ~~or~~ two-family, or townhouse lots, sidewalks must be a minimum of six feet in width. The back edge shall begin on the front property line of the lot and extend towards the center of the street a distance of six feet, or as determined by the city engineer.

* * * * *

(Ord. 4166, 7-21-87; Ord. 6004, 09-24-13; Ord. 6394, 09-10-19; Ord. 6682, XX-XX-XX)

Section 11. Amend. Section 10-04-03 of the Code of Ordinances of the City of Bismarck, North Dakota, relating site plans, is hereby amended to read as follows:

10-04-03. Site Plans Required. An excavation permit may not be issued for utility connections to commercial or industrial properties, or multiple building developments, unless a site plan, compliant with Section 14-20-04(8), is submitted by the property owner or agent and approved by the city engineer.

(Ord. 6682, XX-XX-XX)

Section 12. Repeal. Chapter 10-09 of the Code of Ordinances of the City of Bismarck, North Dakota, relating Airport Zoning Regulations, is hereby repealed in its entirety.

Section 13. 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 14. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 15. Effective Date. This ordinance shall take effect on October 1, 2026.

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6683

REQUEST:
Introduction of and call for a public hearing on Ordinance 6683, a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District (POD) on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
Bismarck Rental Properties LLC is requesting approval of a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District (POD) on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition.

The applicant chose to opt into the new Land Development Code process, which permits zoning map amendments to appear for a public hearing by the Planning and Zoning Commission without an initial meeting for consideration and calling for a public hearing. Zoning map amendments still require two meetings before the City Commission (i.e., consideration and then a public hearing).

The project is located in east-central Bismarck, north of East Main Avenue, in the northwest quadrant of the intersection of East Broadway Avenue and North 26th Street.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6683, a zoning map amendment for Lots 1-24, Block 49, and Part of Block 56, Governor Pierce Addition.

STAFF CONTACT INFORMATION:

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

ATTACHMENTS:
1. BCC Items_Gov Pierce Add_POD_090826

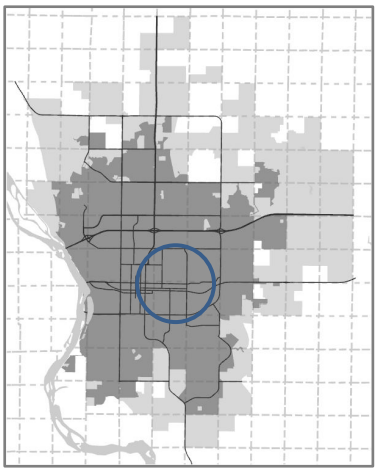
September 8, 2026

STAFF REPORT

Application for: **Zoning Map Amendment** Project ID: ZC2026-009

Project Summary

Title:	Governor Pierce Addition, Block 49, Lots 1-24 & Part of Block 56
Status:	Board of City Commissioners - Consideration
Property Owner(s):	Bismarck Rental Properties LLC
Project Contact:	Landon Niemiller, AICP, Swenson Hagen & Co
Project Location:	In east-central Bismarck, north of East Main Avenue, in the northwest quadrant of the intersection of East Broadway Avenue and North 26th Street
Project Size:	3.20 acres, more or less
Applicant Request:	Adjust base zoning district to facilitate redevelopment of existing manufactured home park
Staff Recommendation:	Approve
PZC Recommendation	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	1 parcel	*Lots/Blocks:*	No change
Land Use:	Manufactured home park	*Land Use:*	No change
Future Land Use:	Community Mixed Use (CMU)	*Future Land Use:*	No change
LDC Zoning:	RMH-Residential Manufactured Housing	*LDC Zoning:*	RMH-Residential Manufactured Housing (Plan Overlay District)
LDC Uses Allowed:	RMH – Manufactured home parks	*LDC Uses Allowed:*	No change

Area Information

Zoning Jurisdiction:	Bismarck City Limits
Township:	N/A (City of Bismarck)
Neighborhood:	East Main

Property History

Zoned:	Pre-LDC:07/2022 LDC:10/2026
Platted:	08/1887
Annexed:	Pre-1980

(continued)

Project Narrative

Bismarck Rental Properties LLC is requesting approval of a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District (POD) on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition.

The Land Development Code was adopted by the City Commission on May 26, 2026. Certain standards for residential manufactured home parks were reduced in an effort to bring some of the older manufactured home parks into conformity. Despite these changes, the applicant was not able to meet certain standards with their proposed redevelopment of the site. As such, a Plan Overlay District was requested to facilitate revitalization of the area while still meeting the general intent of the Land Development Code.

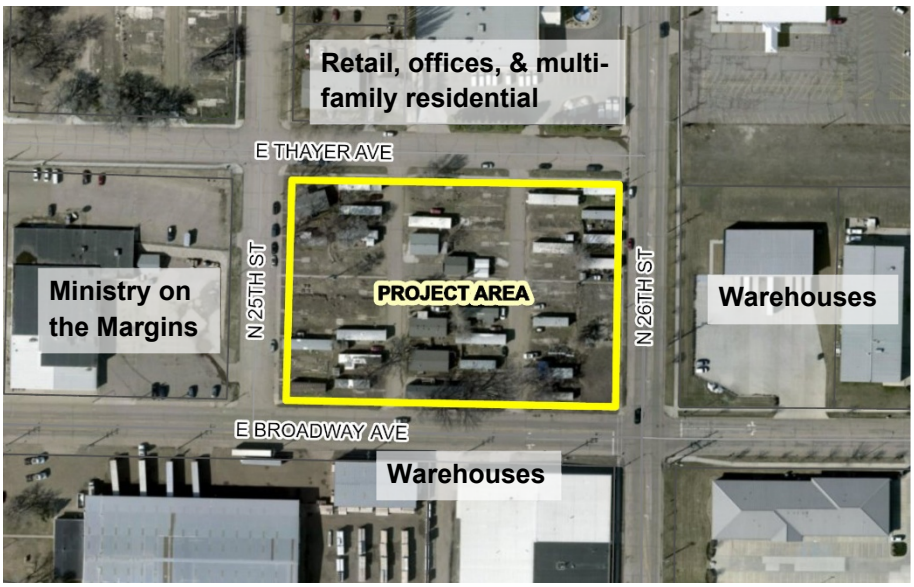
PODs are the rough equivalent of Planned Unit Developments (PUDs) in the LDC. They alter certain aspects of the base zoning district while leaving all other aspects of the base district the same.

Both on-street and off-street parking are identified for the site to meet minimum parking requirements. Additionally, the orange transit route is located within a block north and south of the site providing additional transportation opportunities. City staff have expressed concerns about the on-street parking for the site. Section 14-14-02(1)(c)(iv), *Street Design for On-Street Parking* prohibits on-street parking on arterial roadways. As such, required parking is not identified along North 26th Street, which is identified as an arterial, on the attached exhibit. However, staff have indicated that there are no current plans to fully restrict parking on the western side of North 26th Street beyond adjustments near the intersections of East Broadway Avenue and East Thayer Avenue to improve visibility.

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 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 zoning map amendments for Plan

(continued)

Overlay Districts are referenced in review standards below.

Adjacent uses include retail, offices, and multi-family residential to the north across East Thayer Avenue; warehouses across East Broadway Avenue and North 26th Street; and Ministry on the Margins across North 25th Street.

Public Engagement

Planning and Zoning Commission

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and 13, and 16 postcards were mailed to the owners of nearby properties on August 7.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on August 3, 2026.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026. Staff received two phone calls and one in-person inquiry looking for additional information about the request. Two of those individuals expressed concerns about security and issues with the wandering public in that area. No formal public comments were received, and 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

A public notice will be issued if the City Commission calls for a public hearing.

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.

The plan satisfies the review criteria for zoning map amendments in Section 14-20-05(10)(d) – 14-20-05(6)(d)(i)

Yes. The proposed plan overlay district meets the review criteria for zoning map amendments. The proposed plan overlay district is within the area designated as Community Mixed Use 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 the RMH-Residential Manufactured Housing base district and meet all applicable provisions of the Code.

Adjacent uses are described in the project context section above. The proposed zoning district would continue to allow a residential manufactured home park. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

The plan mitigates or offsets significant adverse impacts, including but not limited to traffic generation, lighting, noise, odor, dust, and other external impacts anticipated to result from the POD – 14-20-05(6)(d)(ii)

Yes. The POD will be identical to the standard RMH-Residential Manufactured Housing district with the exception of shorter setbacks adjacent to the private accessways and public rights-of-way and a smaller square footage of a recreation area for the development. This development is within an older area of Bismarck with smaller lots and blocks that make redevelopment difficult. These adjustments are necessary in order to permit a

(continued)

similar amount of different sized new units on this smaller property.

Twenty-eight off-street parking spaces are identified for interior units, and an 8-foot-wide parking lane is provided adjacent to both private accessways to expand the number of parking spaces provided for the site. Staff have indicated to the applicant that there are signs restricting where parking may occur near the intersections of North 26th Street and East Broadway Avenue and East Thayer Avenue to support increased visibility of pedestrians and oncoming vehicles.

The Land Development Code requires lighting at all entrances, exits, and accessways between rows of manufactured homes to enhance safety, but installed in a way to minimize light trespass to adjacent properties. Additionally, a park, identified on the site exhibit, will help revitalize the neighborhood, providing another benefit for the community.

No other aspect of the proposed development is anticipated to result in a level of impact beyond what is similar to the existing surrounding uses.

The plan includes an internal street circulation system, if relevant, designed for the type of traffic that is expected to be generated by the development – 14-20-05(6)(d)(iii)

Yes. The proposed development is surrounded entirely by existing public rights-of-way. Two additional north-south private drive lanes are provided, providing two additional connections between East Thayer Avenue and East Broadway Avenue. An additional park and an associated walkway connecting those drive lanes in the center of the development is included for additional internal pedestrian circulation. This circulation system is adequate for expected traffic.

The plan preserves natural features, such as healthy trees and drainage areas, to the maximum extent practicable – 14-20-05(6)(d)(iv)

Yes. The property slopes from north to south and street trees are provided along East Thayer Avenue and East Broadway Avenue. The proposed plan overlay district incorporates these existing natural features into the design of the development to the greatest extent feasible. Retaining walls are incorporated east to west throughout the site to help with, and mitigate against, effects of the slope. Interior parking spaces and units are located within the site to avoid disturbing those retaining walls. An interior park for residents of the site will be provided which will help with drainage for the site.

The Plan Overlay District supports or advances objectives of the Comprehensive Plan – 14-20-05(6)(d)(v)

Yes. The proposed zoning map amendment is within the area designated as Community Mixed Use 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 and meet all applicable provisions of the Comprehensive Plan.

The following objectives of the Comprehensive Plan would be advanced through the proposed amendment.

- *S4D: Allow greater residential lot coverage to promote efficient utilization of land and align with building types in market demand.*
- *I1: Provide access to parks and outdoor places for all residents.*
- *G1: Encourage infill and redevelopment of land already connected to municipal services.*
- *T1c: Examine existing land use regulations to identify opportunities to support and increase in the development of housing choice across the spectrum of affordability.*

(continued)

Proper administrative procedures related to the request are being followed – 14-20-05(6)(d)(vi)

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission and City Commission.

A public hearing was scheduled by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing have been met, as documented in this report above.

Additional notice requirements will be met if the City Commission calls for a public hearing.

The plan will not adversely impact the public health, safety, and general welfare – 14-20-05(6)(d)(vii)

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.

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 a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition.

Planning Staff

Based on the above findings, staff recommends approval of a zoning map amendment from the RMH-Residential Manufactured Housing to the RMH-Residential Manufactured Housing with a Plan Overlay District on Lots 1-24, Block 49 and Part of Block 56, Governor Pierce Addition.

Attachments

1. Draft Zoning Ordinance
2. Draft POD Document
3. Zoning and Plan Reference Map
4. Proposed Zoning Map
5. Proposed Site Exhibit
6. Proposed Unit Floor Plans

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6683

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-02-02 OF THE CITY OF BISMARCK CODE OF ORDINANCES, 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 October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the RMH-Residential Manufactured Housing zoning district and included in the RMH-Residential Manufactured Housing zoning district with a Plan Overlay District:

Lots 1-24, Block 49 & West ½ of adjacent vacated 26th Street and Lots 1-12, Block 56 & East ½ of adjacent vacated 26th Street Less the East 33 feet Block 56, Governor Pierce Addition

Section 2. Adoption. As authorized by Section 14-08-04, a Plan Overlay District is hereby established to be known as Dakota Manufactured Home Park, as specified in all text and referenced exhibits attached to this ordinance.

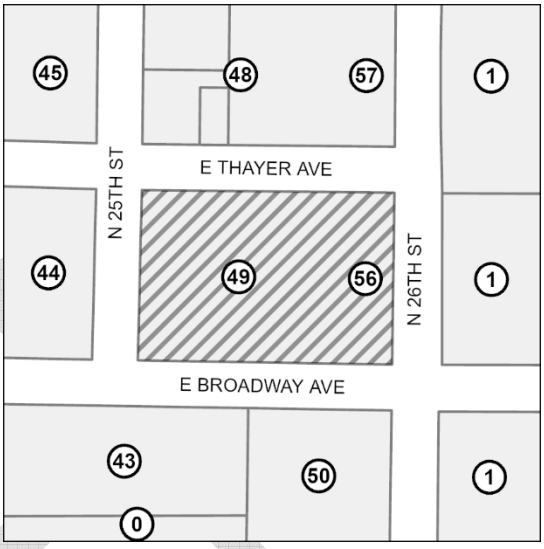
Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

Dakota Manufactured Home Park
PLAN OVERLAY DISTRICT (POD)

14-07-03 Plan Overlay Districts:

Plan Overlay Districts (POD) are applied as an overlay that reflects adjustments made to applicable base zoning districts based on a plan for the area within the district. Where the POD is silent as to a development standard or requirement, the requirements of the applicable base zoning district shall apply.



Area of overlay district shown in hashmark

Base Zoning District:
RMH-Residential Manufactured Housing

Revision History:
TBD (ZC2026-009)

Legal Description:

This plan overlay district shall apply to the following lands:

Lots 1-24, Block 49 & West ½ of adjacent vacated 26th Street and Lots 1-12, Block 56 & East ½ of adjacent vacated 26th Street Less the East 33 feet Block 56, Governor Pierce Addition

1. Purpose

Redevelopment of manufactured home community to incorporate new dwelling units at a slightly denser level and revitalize neighborhood.

2. Comprehensive Plan

The following objectives of the Comprehensive Plan are supported:

a. "Allow greater residential lot coverage to promote efficient utilization of land and align with building types in market demand" (S4d)

b. "Provide access to parks and outdoor places for all residents" (I1)

c. "Encourage infill and redevelopment of land already connected to municipal services" (G1)

d. "Examine existing land use regulations to identify opportunities to support and increase in the development of housing choice across the spectrum of affordability" (T1c)

3. Standards and Requirements

a. Setbacks and Units Spacing

1) Each manufactured home shall be set back at least 0 feet from a private accessway that serves as the access point at the front of the dwelling.

2) Each manufactured home shall be setback at least 10 feet from a public right-of-way on the perimeter of the district.

Certificate:

I, Jason Tomanek, do hereby certify that this document is a full, true and correct copy of a Plan Overlay District adopted at a legally convened meeting of the Board of City Commissioner held on this September 22, 2026.

_____ _____

Jason Tomanek Date
City Administrator
Bismarck, North Dakota

DRAFT

3) Contextual setbacks would not apply to this.

b. Recreation Area

1) The outdoor recreation area shall be at least 4,600 square feet.

Zoning and Plan Reference Map

ZC2026-009

GOVERNOR PIERCE ADDITION B49, LOTS 1-24 & PARTS B56

Label: LDC Zoning (Old Zoning)

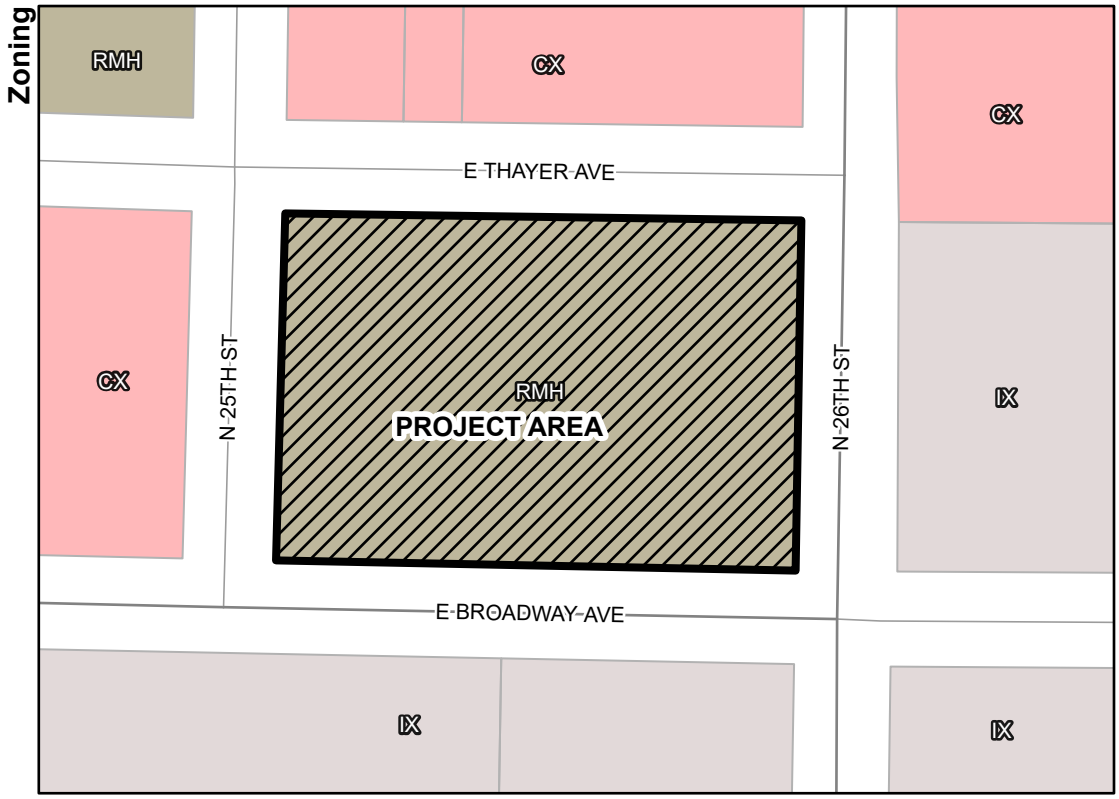
Zoning Districts

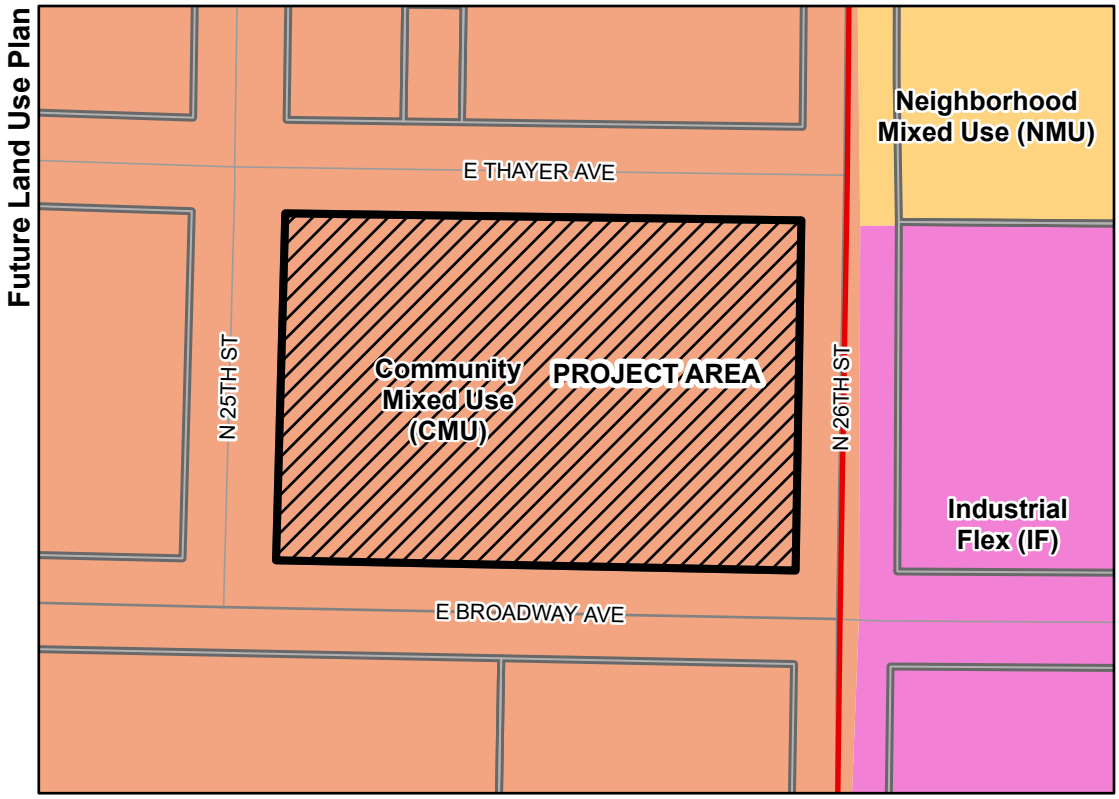
A	Agriculture
RRE	Residential Rural Estate
RR	Residential Rural
RS	Residential Suburban
RM	Residential Multi-Family
RU	Residential Urban
RMH	Residential Manufactured Housing
RX	Residential Mixed
OX	Office Mixed
CX	Commercial Mixed
CG	Commercial General
IX	Industrial Mixed
IG	Industrial General
DT	Downtown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

Future Land Use Plan

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

0 120 240 480 Feet

City of Bismarck
Planning Department
August 11, 2026

Proposed LDC Zoning

GOVERNOR PIERCE ADDITION B49, LOTS 1-24 & PARTS B56

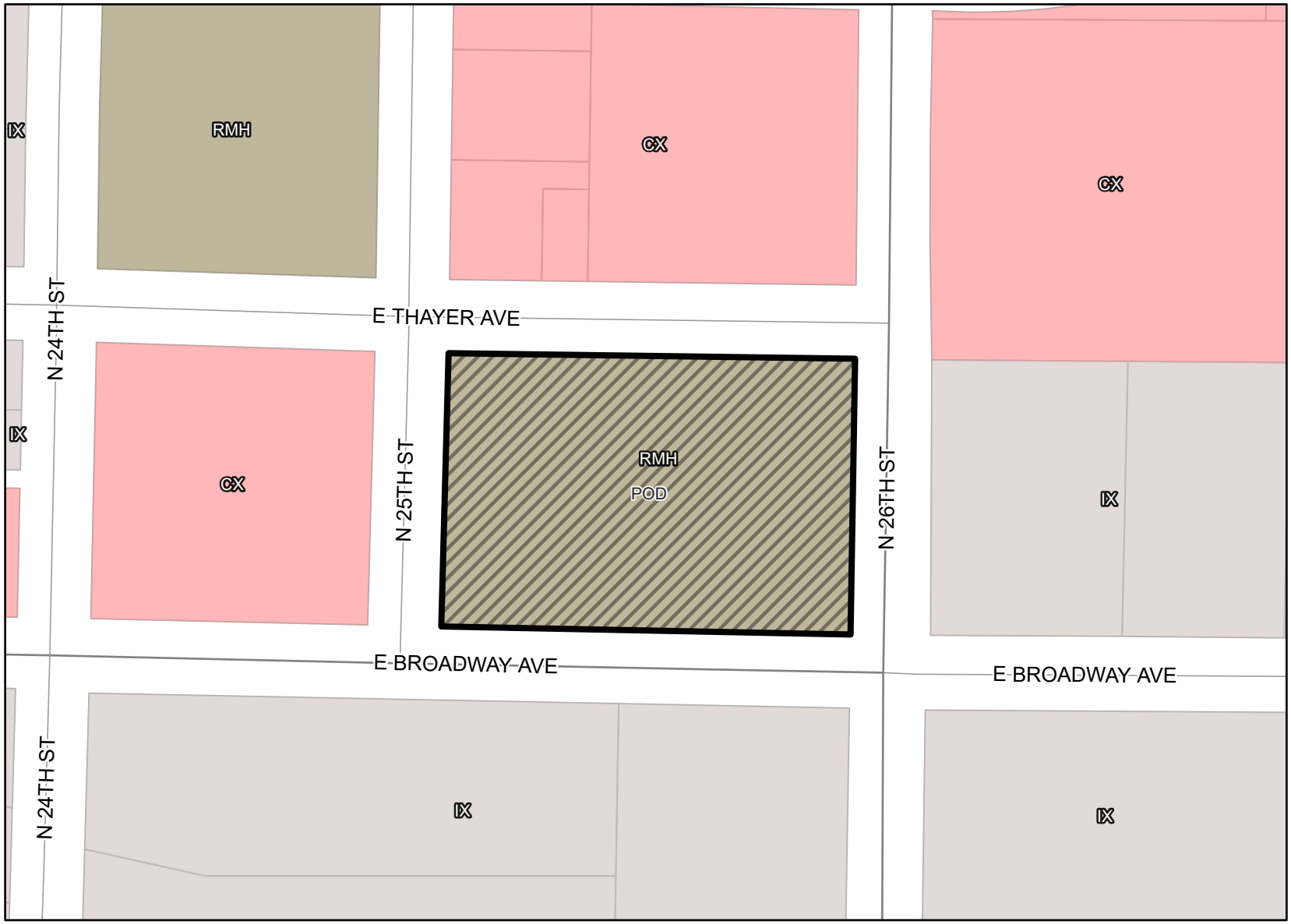
ZC2026-009

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 Institutional
OS	Open Space



0 0.05 0.1 0.2 Miles

City of Bismarck
Planning Department
August 11, 2026

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

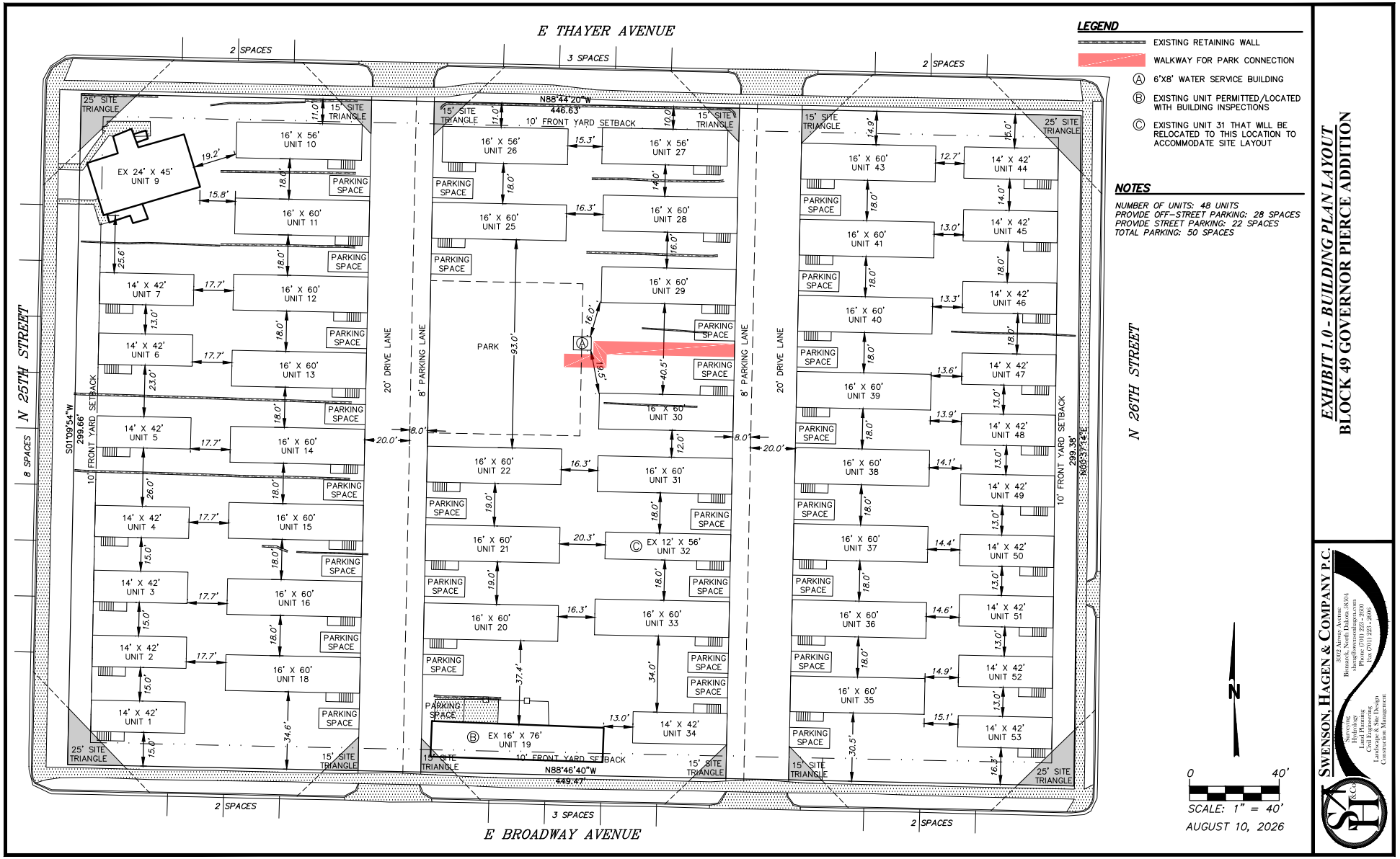
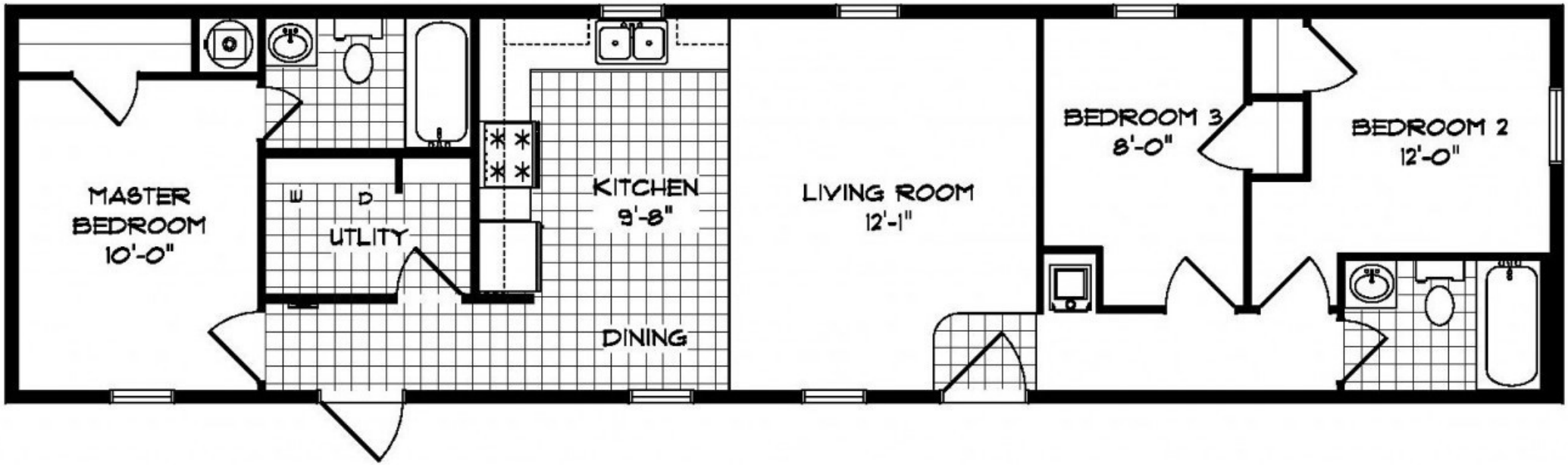
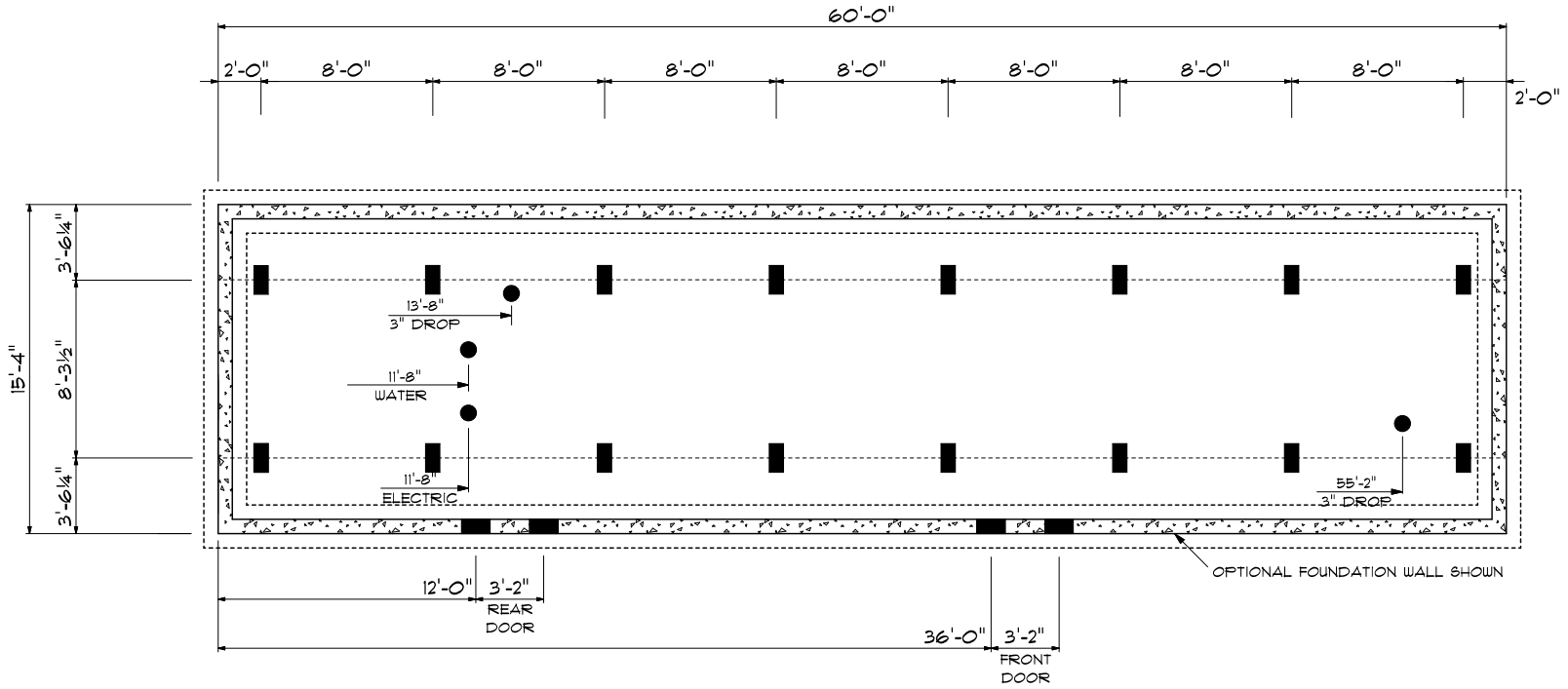


EXHIBIT 1.0 - BUILDING PLAN LAYOUT
BLOCK 49 GOVERNOR PIERCE ADDITION

SWENSON, HAGEN & COMPANY P.C.
Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management
3902 Arrow Avenue
Bismarck, North Dakota 58504
sheng@swensonhagen.com
Phone (701) 222-3600
Fax (701) 222-3606

P:\Burleigh County, ND\Bismarck\Governor Pierce Add\Blk 49\Blk 49 Site Survey.dwg, 8/10/2026 3:02:20 PM, 1:1


MASTER
BEDROOM
10'-0"
W
D
UTLITY
KITCHEN
9'-8"
DINING
LIVING ROOM
12'-1"
BEDROOM 3
8'-0"
BEDROOM 2
12'-0"



THIS PIER PLACEMENT DRAWING IS NOT A FOUNDATION DESIGN, SEE CURRENT MHE SETUP MANUAL FOR FOUNDATION DESIGN.

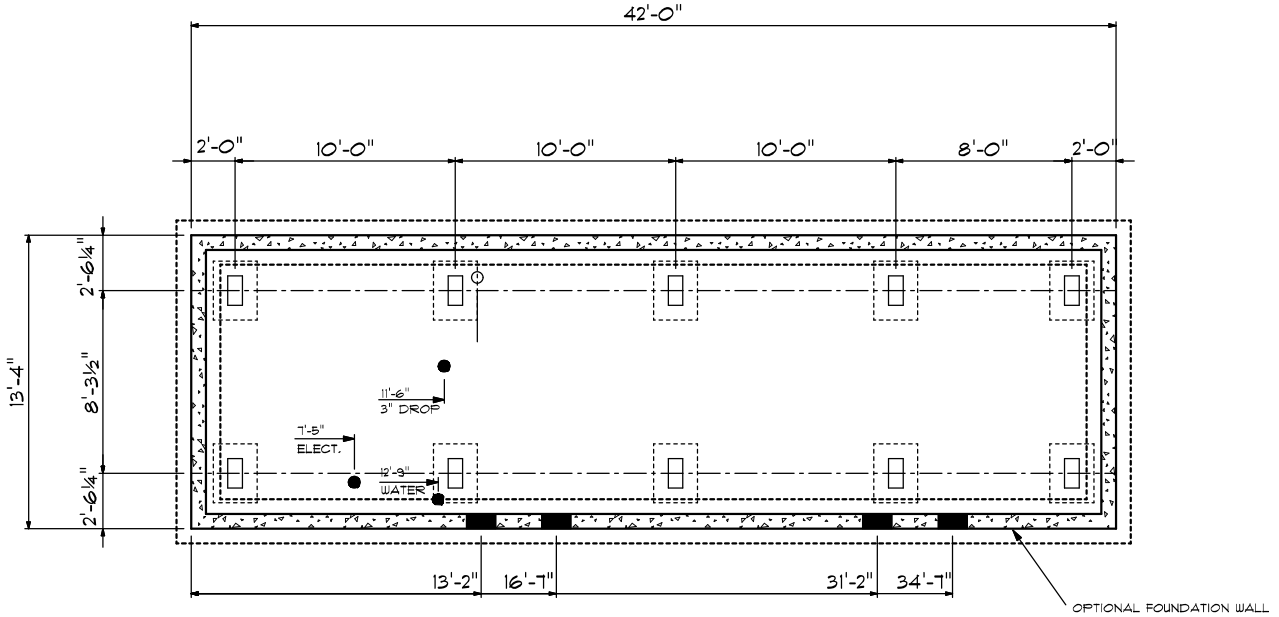
MANUFACTURED HOUSING ENTERPRISES, INC. DECLINES ANY RESPONSIBILITY FOR THIS FOUNDATION LAYOUT. IT IS RECOMMENDED THAT YOU CHECK LOCAL CODES AND OR CONSULT A QUALIFIED ENGINEER IN YOUR AREA TO APPROVE THE FOUNDATION SYSTEM.

CONSULT THE SETUP MANUAL.

THIS PIER SPACING IS FOR ILLUSTRATION ONLY. USE INSTALLATION MANUAL TO DETERMINE ACTUAL PIER SPACING.

MANUFACTURED HOUSING ENTERPRISES, INC.
09302 STATE ROUTE 6 - BRYAN, OH 43506

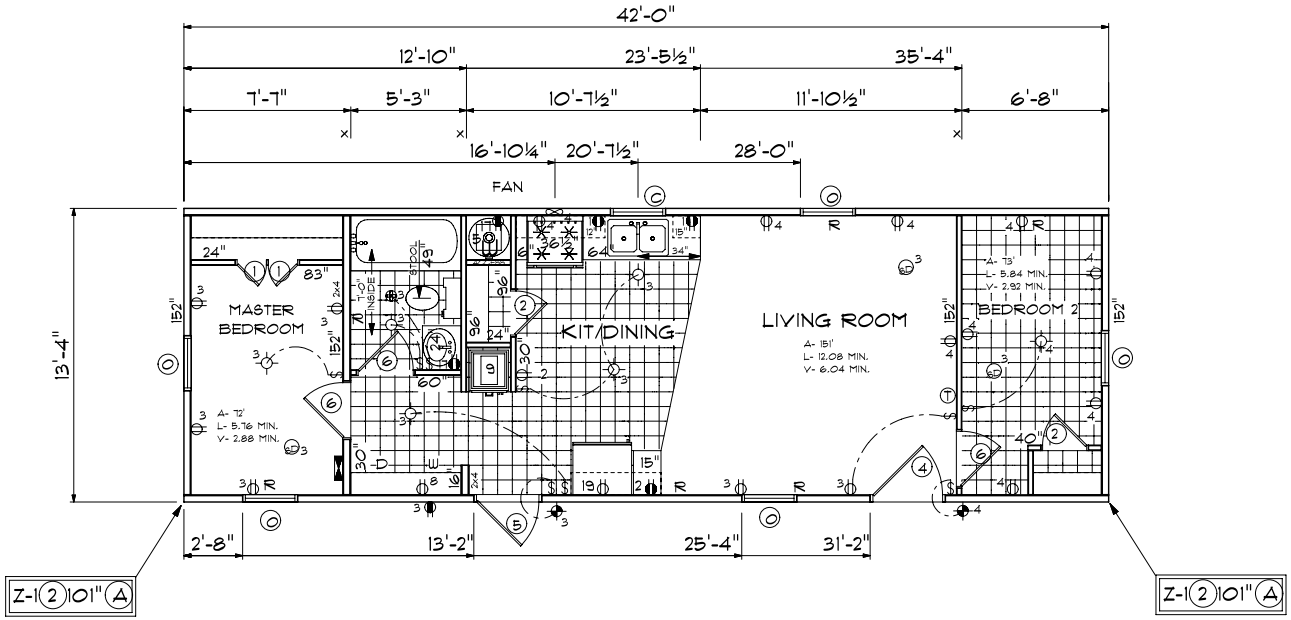
STANDARD PIER PRINT	MODEL: 4022		
	DATE: 8-26-16	REV: 4-13-20	BY: JR



MANUFACTURED HOUSING ENTERPRISES, INC. DECLINES ANY RESPONSIBILITY FOR THIS FOUNDATION LAYOUT. IT IS RECOMMENDED THAT YOU CHECK LOCAL CODES AND OR CONSULT A QUALIFIED ENGINEER IN YOUR AREA TO APPROVE THE FOUNDATION SYSTEM.

CONSULT THE SETUP MANUAL.

MANUFACTURED HOUSING ENTERPRISES, INC. 09302 STATE ROUTE 6 - BRYAN, OH 43506			
PIER SET W/ DOORS	MODEL: 4446	SERIES: --	
FRAME SIZE: 14X46	DATE: 7-16-14	REV:	BY: JB



Frames	Floor Ducts	General	Options
CROSSMEMBERS NOT WITHIN 12" EITHER SIDE THESE DIMENSIONS 3" DROP: 11'-6" WATER HEATER: 13'-0" ELECTRICAL: 7'-5"	36'-0"	BATH RECEPTS ARE WITHIN 36" OF VANITY EDGE	

Revision Log
8/18/14 - HUD CODE CIRCUIT UPDATE

MANUFACTURED HOUSING ENTERPRISES, INC.
09302 STATE ROUTE 6 - BRYAN, OH 43506

2 X 4 EXT. WALLS	MODEL: 4446	SERIES: MANSION	
FRAME SIZE: 14X46	DATE: 3-31-14	REV: 1-13-15	BY: JB

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6684

REQUEST:
Introduction of and call for a public hearing on Ordinance 6684, a zoning map amendment from the CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
Theel Properties LLP is requesting approval of a zoning map amendment from the CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition.

The applicant chose to opt into the new Land Development Code process, which permits zoning map amendments to appear for a public hearing by the Planning and Zoning Commission without an initial meeting for consideration and calling for a public hearing. Zoning map amendments still require two meetings before the City Commission (i.e., consideration and then a public hearing).

The project is located in northeast Bismarck, between Interstate 94 and Trenton Drive, at the south termini of Colonial Drive and Berkshire Drive.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6684, a zoning map amendment for Lot 4, Block 1, Centennial Park Fourth Addition.

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

ATTACHMENTS:

1. BCC Items_Centennial Park 4th Add_090826

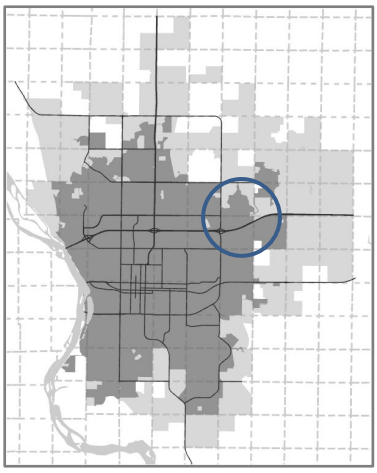
September 8, 2026

STAFF REPORT

Application for: **Zoning Map Amendment** Project ID: **ZC2026-011**

Project Summary

Title:	Centennial Park Fourth Addition, Block 1, Lot 4
Status:	Board of City Commissioners - Consideration
Property Owner(s):	Theel Properties LLP
Project Contact:	Justin Theel
Project Location:	In northeast Bismarck, between Interstate 94 and Trenton Drive, at the south termini of Colonial Drive and Berkshire Drive
Project Size:	3.68 acres, more or less
Applicant Request:	Align with zoning of property to the west to permit vehicle sales by right in the future
Staff Recommendation:	Approve
PZC Recommendation	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	1 lot in 1 block	*Lots/Blocks:*	No change
Land Use:	Undeveloped	*Land Use:*	Future vehicle sales
Future Land Use:	Destination Mixed Use (DMU)	*Future Land Use:*	No change
LDC Zoning:	CX-Commercial Mixed-Use	*Zoning:*	CG-Commercial General
Uses Allowed:	CX-Neighborhood-scale residential, commercial, and institutional structures and uses	*Uses Allowed:*	CG-High-intensity commercial

Area Information

Zoning Jurisdiction:	Bismarck City Limits
Township:	N/A (City of Bismarck)
Neighborhood:	Century Park

Property History

Zoned:	Pre-LDC: 08/1996 LDC:10/2026
Platted:	05/1994
Annexed:	03/2004

(continued)

Project Narrative

Theel Properties LLP is requesting approval of a zoning map amendment from the CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition.

This property was zoned CG – Commercial under the current zoning code which is effective until October 1, 2026. The Land Development Code and associated zoning map, which were adopted by the City Commission on May 26, 2026, will become effective October 1, 2026. This property will change to CX-Commercial Mixed-Use on the effective date.

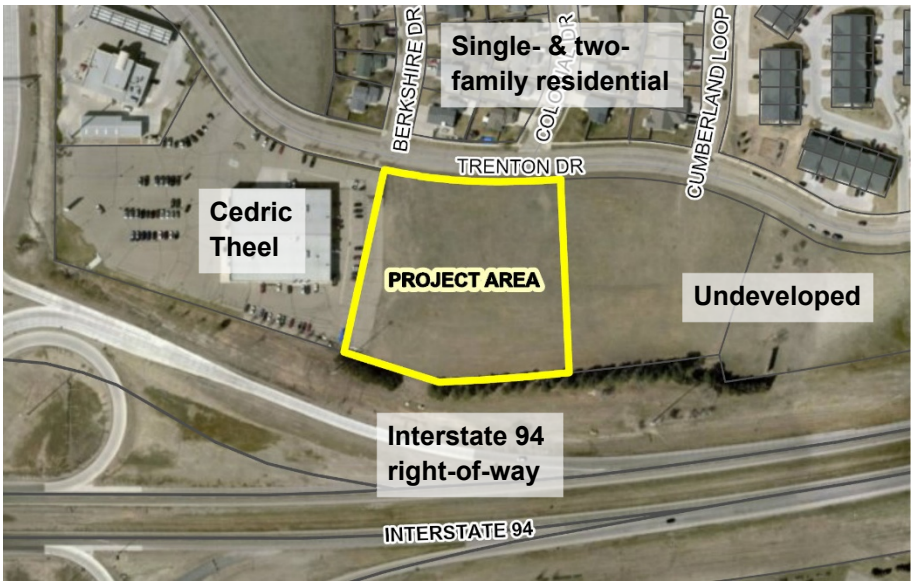
The property owner, who owns Cedric Theel to the west, prefers having the by-right ability under the current zoning code to extend their vehicle sales use to this property in the future if they need to expand. However, under the CX-Commercial Mixed-Use zoning district, a special use permit would be required to conduct vehicle sales and would need to be put into effect with two years of approval. The CG-Commercial General zoning district in the Land Development Code permits vehicle sales by right.

If this request is approved, and the property owner would like to utilize this property to expand their vehicle sales use in the future, a site plan and building permit, if a new structure is constructed, would be required.

Project Context

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

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



The property has been identified as Destination Mixed-Use (DMU) in the Future Land Use Plan. The DMU areas are the major commercial and employment centers that serve the entire regional trade area of Bismarck as well as visitors. Goals and objectives of this plan as they relate to zoning map amendments are referenced in review standards below.

Adjacent uses include single- and two-family residential to the north across Trenton Drive, Cedric Theel to the west, undeveloped land to the east, and the Interstate 94 right-of-way to the south.

(continued)

Public Engagement

Planning and Zoning Commission

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and 13, and 26 postcards were mailed to the owners of nearby properties on August 7, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on August 3, 2026.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026. Staff received one inquiry looking for additional information about the request. No formal public comments were received, and no members of the public spoke at the hearing except for the property owner. At the conclusion of the hearing, the Planning and Zoning Commission voted to recommend approval of the request.

City Commission

A public notice will be issued if the City Commission calls for a public hearing.

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.

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 Destination Mixed Use 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 and meet all applicable provisions of the Comprehensive Plan.

The following objectives of the Comprehensive Plan would be advanced through the proposed amendment.

> *"Evaluate requests for amendments to plans, ordinances, and the zoning map based on a change in conditions since the last action taken." (S9e)*

> *"Support the arrangement of compatible land use to minimize adjacent conflicts." (S10)*

The amendment adheres to the general intent and purpose of this code – 14-20-05(10)(d)(ii)

Yes. The amendment adheres to the general intent and purpose of this 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 higher-intensity commercial uses including vehicle sales by right. Vehicle sales is currently permitted by right under the current code and is currently being conducted on the property directly adjacent to the west. However, this property's zoning will change to the Land Development Code's CX-Commercial Mixed-Use zoning district on October 1, 2026, which requires a special use permit for vehicle sales. Changing the zoning to CG-Commercial General to permit vehicle sales by-right would keep with what is currently permitted for that use

(continued)

under the current zoning code. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties beyond what is currently permitted.

Proper administrative procedures related to the request are being 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 submittal of this report to the Planning and Zoning Commission and City Commission.

A public hearing was scheduled by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing have been met, as documented in this report above.

Additional notice requirements will be met if the City Commission calls for a public hearing.

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.

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 CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition.

Planning Staff

Based on the above findings, staff recommends approval of the zoning map amendment from the CX-Commercial Mixed-Use zoning district to the CG-Commercial General zoning district on Lot 4, Block 1, Centennial Park Fourth Addition.

Attachments

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

Staff report prepared by: Lauren Oster, Planner

701-355-1846 | laoster@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6684

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-02-02 OF THE CITY OF BISMARCK CODE OF ORDINANCES, 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, effective October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the CX-Commercial Mixed-Use zoning district and included in the CG-Commercial General zoning district:

Lot 4, Block 1, Centennial Park Fourth Addition

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

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

DRAFT

Zoning and Plan Reference Map

CENTENNIAL PARK FOURTH ADDITION, B1, L4

ZC2026-011

Label: LDC Zoning

Zoning Districts

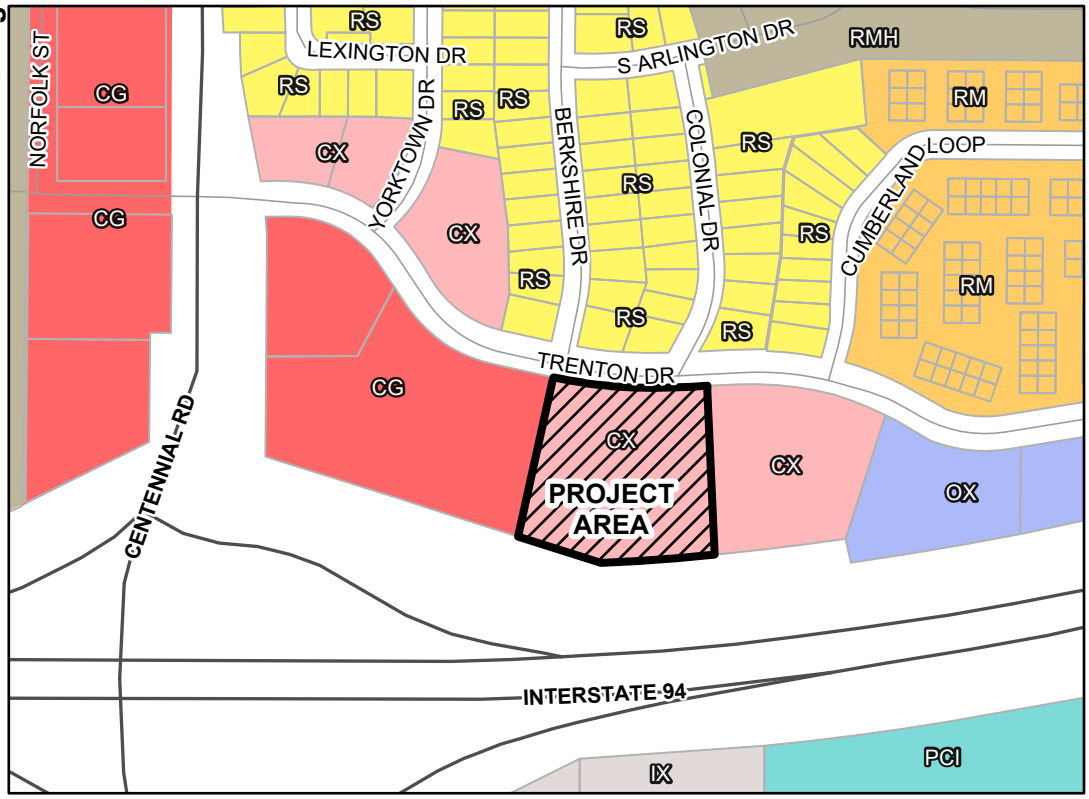
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IX	Industrial Mixed
IG	Industrial General
DT	Downtown
PCI	Public Civic Institutional
OS	Open Space
PUD	Planned Unit Development

Future Land Use Plan

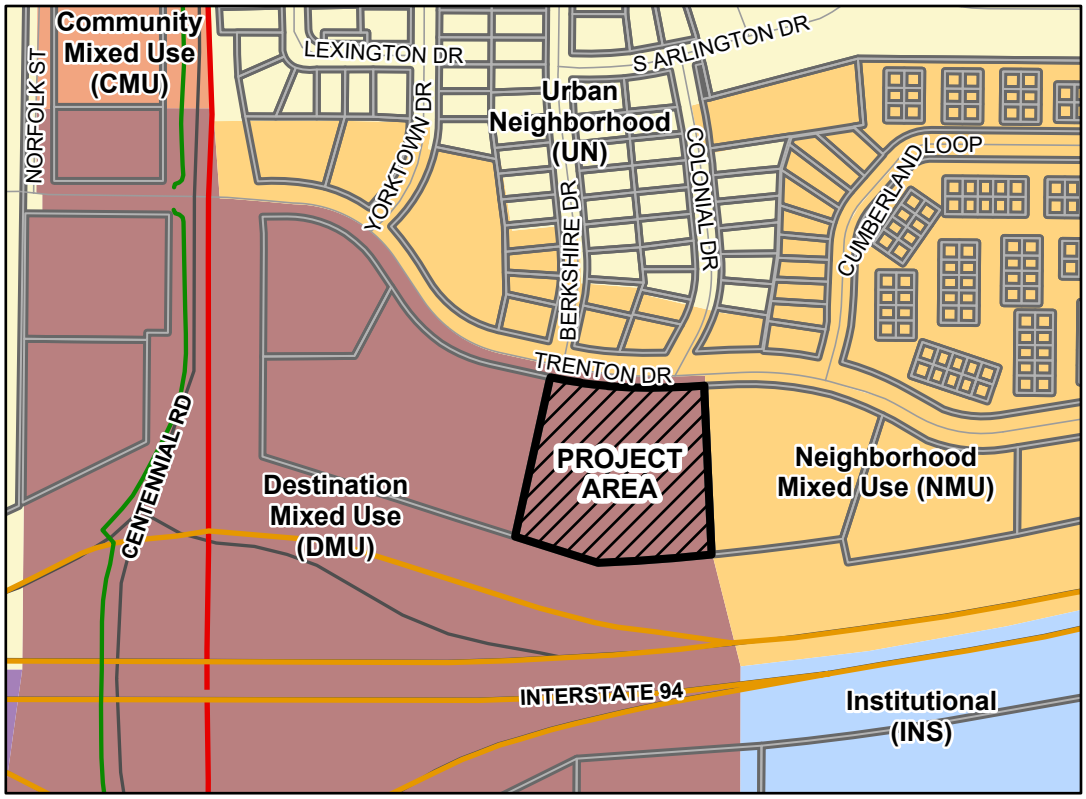
UN	Urban Neighborhood
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural Residential
TR	Transitional Rural
PKOS	Parks/Open Space Urban Reserve
URA/ URB	Mid/Long-Term

Existing Arterial
Future Arterial
Existing Collector
Future Collector
Existing Interstate
Future Interstate
City Limits
Future Shared Use Trail
Existing Shared Use Trail

Zoning



Future Land Use Plan



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.

0 320 640 1,280 Feet

City of Bismarck
Planning Department
August 31, 2026

Proposed LDC Zoning

CENTENNIAL PARK FOURTH ADDITION, B1, L4

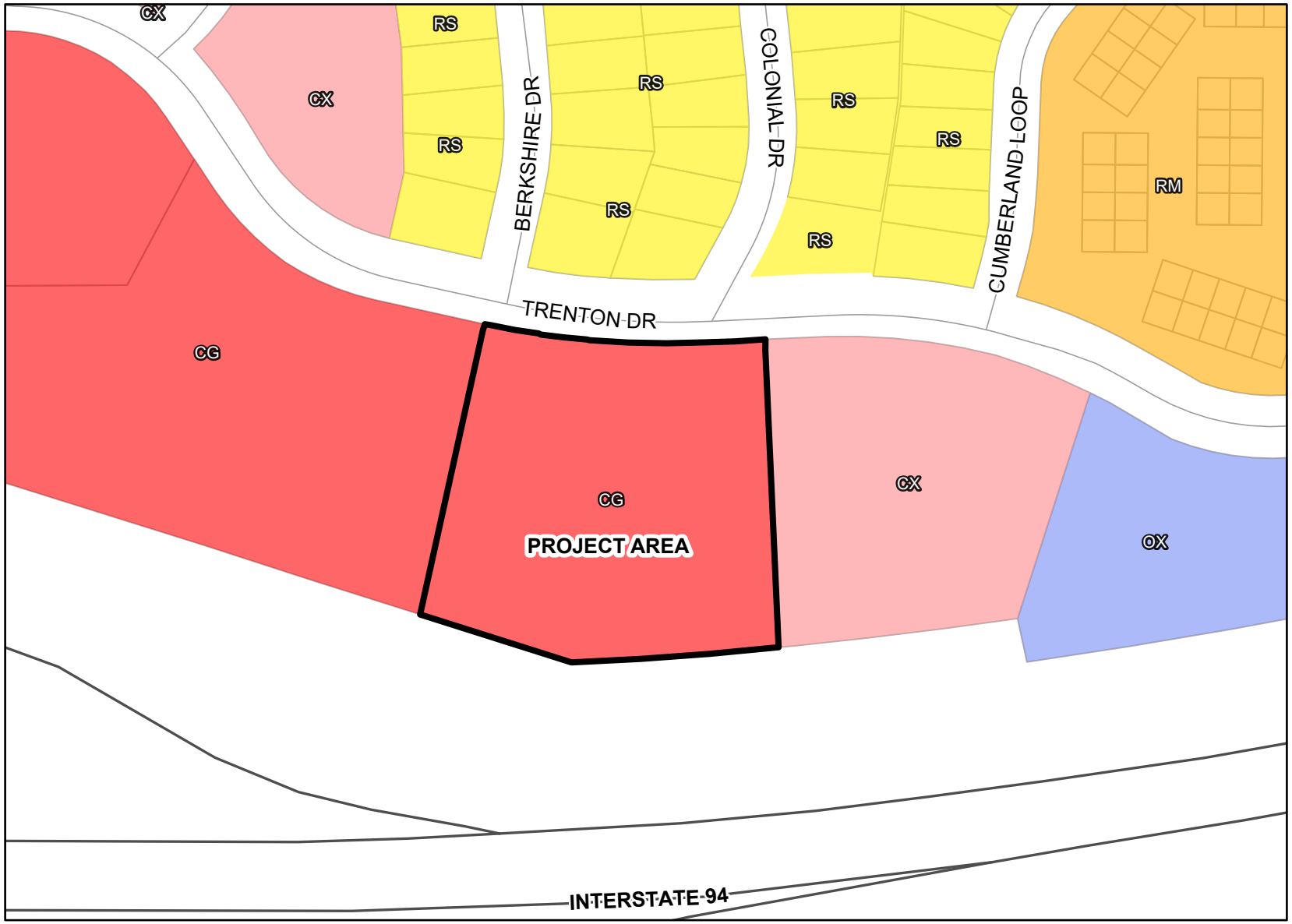
ZC2026-011

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 Institutional
OS	Open Space



0 0.05 0.1 0.2 Miles

City of Bismarck
Planning Department
August 11, 2026

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

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6686

REQUEST:
Introduction of and call for a public hearing on Ordinance 6686, a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District, and OS-Open Space zoning districts for William Blackstone Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
The Planning Department is requesting approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District, and OS-Open Space zoning districts for William Blackstone Addition.

The project is located in northwest Bismarck, west of North Washington Street and north of 57th Avenue NW, along the west side of Tyler Parkway.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6686, an update to the zoning of William Blackstone Addition.

STAFF CONTACT INFORMATION:
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov

ATTACHMENTS:
1. BCC Items William Blackstone Addition

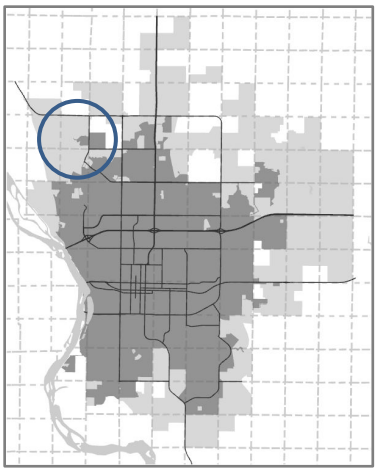
September 8, 2026

STAFF REPORT

Application for: **Zoning Map Amendment** Project ID: **ZC2026-008**

Project Summary

Title:	William Blackstone Addition Update
Status:	Board of City Commissioners - Consideration
Property Owner(s):	Ward Family
Project Contact:	Daniel Nairn, Planning Director
Project Location:	Northwest Bismarck, west of North Washington Street and north of 57th Avenue NW, along the west side of Tyler Parkway
Project Size:	59.24 acres
Applicant Request:	Update zoning approved for William Blackstone Addition to new Land Development Code districts
Staff Recommendation:	Approve
PZC Recommendation:	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	118 Lots in 9 Blocks	*Lots/Blocks:*	No Change
Land Use:	Undeveloped	*Land Use:*	Single and multi-family residential, public park and stormwater facilities
Future Land Use:	Urban Neighborhood (UN) Parks and Open Space (PKOS)	*Future Land Use:*	No Change
Zoning:	Conditional RM10-Residential R10-Residential R5-Residential P-Public Use	*Zoning:*	RS-Residential Suburban OS-Open Space RM-Residential Multi-Family (Plan Overlay District)
Uses Allowed:	Conditional RM10: Multi-family residential R10: Single- and two-family Residential R5: Single-family residential P: Parks, open space, stormwater facilities, and other public uses	*Uses Allowed:*	RM: Multi-family residential RS: 1-3 unit residential OS: Parks, open space, stormwater facilities, and other public uses

(continued)

Area Information		**Property History**	
Zoning Jurisdiction:	Bismarck City Limits	*Zoned:*	6/2/2026
Township:	N/A (City of Bismarck)	*Platted:*	5/18/2026
Neighborhood:	Lincoln's Inn	*Annexed:*	5/27/2026

Project Narrative

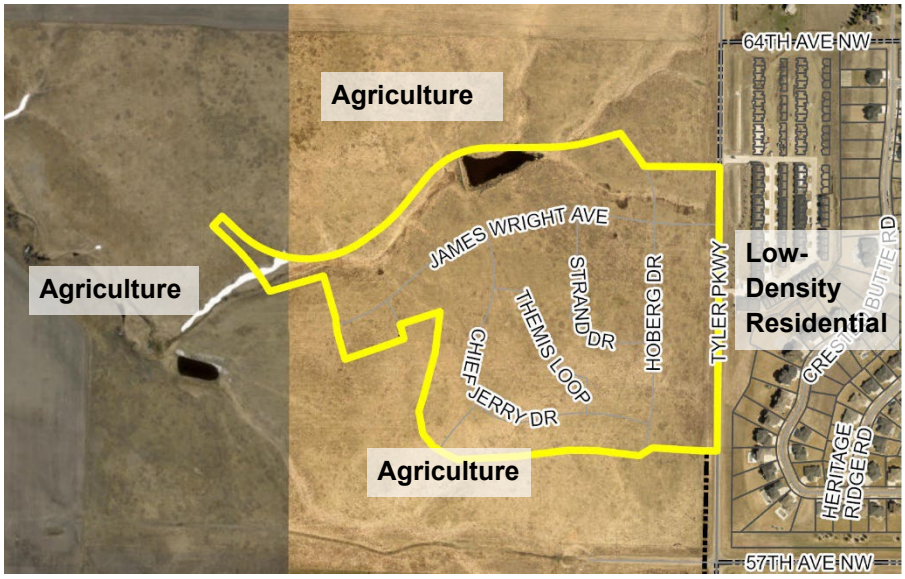
The Planning Department is requesting approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District, and OS-Open Space zoning districts for William Blackstone Addition.

A rezoning to the R5-Residential, R10-Residential, Conditional RM10-Residential, and P-Public zoning districts was approved by the City Commission on November 13, 2025. However, the zoning did not take effect until the plat was recorded in May 2026. Therefore, these changes were not accounted for in the approval of the initial zoning districts that corresponded to the Land Development Code. The purpose of this action is to update zoning into the most equivalent new districts.

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 Urban Neighborhood (UN) and Parks and Open Space (PKOS) in the Future Land Use Plan. The Urban Neighborhood areas are a place for quiet enjoyment of home life, and Parks and Open Space areas are kept in a largely natural state, providing many important functions for the community and ecosystem. Goals and objectives of this plan as they relate to this zoning map amendment are referenced in review standards below.

Public Engagement

Because this ordinance is initiated by City staff, it will follow the original Title 14 process in effect until October 1, 2026, which requires consideration by

(continued)

the Planning and Zoning Commission prior to a public hearing.

Planning and Zoning Commission

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and 13, and 30 postcards were mailed to the owners of nearby properties on August 7, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on August 5.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

City Commission

Additional public notice requirements will be met if the City Commission calls for a public hearing.

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.

The Future Land Use Plan is adhered to with the proposed zoning map amendment (Future Land Use Plan)

Yes. The proposed zoning map amendment is within the area designated as Parks and Open Space (PKOS) and Urban Neighborhood (UN) in the Future Land Use Plan, as described in the Project Context section above. The proposed zoning districts would generally conform to the character of this district. However, future subdivisions within this area may require a greater mix of housing types and density to adhere to the Future Land Use Plan.

The proposed amendment is compatible with adjacent land uses and zoning (Goal S10-a, S5-a)

Yes. Adjacent uses are described in the project context section above. The proposed zoning district would allow urban residential development with green spaces and a neighborhood park. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

A change in conditions or by an error in the zoning map has occurred since the previous zoning classification was established (Goal S9-e)

Yes. The proposed changes are necessitated by an error in omitting the William Blackstone Addition from the initial Land Development Code zoning map, because it was in process at the time of map adoption.

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment (Goal S1-a, Goal T1-c)

Yes. The proposed zoning map amendment would enhance the diversity of housing types available to Bismarck residents and would support a mix of uses to create vibrant neighborhoods where necessities and amenities of daily life are easily accessible to all residents.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning map amendment (Comprehensive Plan)

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

S6: Encourage a diversity of housing types to meet the variety of household needs in the community.

(continued)

G3: Coordinate expansion of city infrastructure and services with growth.

G3b) Assure, prior to annexation, that adequate public facilities to support a proposed development are available or will be provided concurrently with development as service demands occur.

I1: Provide access to parks and outdoor places for all residents.

I1a) Ensure neighborhood parks are included within newly developed residential subdivisions so that all residents have a small park within a half-mile walk from home.

I2: Preserve connected greenway corridors throughout the community.

2a) Preserve the natural landscape within coulees, steep slopes, and low-lying areas identified as Parks and Open Space in this plan during the process of development review through either dedication of separate unbuildable lots or easements.

2c) Coordinate stormwater management with passive recreational use in the design and management of greenway corridors and ponds.

T7: Recognize and act upon the vital link between healthy lifestyles and the built environment.

T7a) Encourage healthy lifestyles by creating space for outdoor recreation options such as trails and parks.

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

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

Proper administrative procedures related to the request are being followed (Section 14-07-02, NDCC Chapter 40-47)

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. This zoning map amendment is initiated by the City of Bismarck with notification of the property owner.

A public hearing was held by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing have been met, as documented in this report above.

Additional public notice requirements will be met if the City Commission calls for a public hearing.

The public health, safety and general welfare will not be adversely impacted by the proposed zoning map amendment (Goal S10-a)

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

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 a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District entitled William Blackstone Multi-Family, and OS-Open Space zoning districts for William Blackstone Addition.

Planning Staff

Based on the above findings, staff recommends approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban, RM-Residential Multi-Family with a Plan Overlay District

(continued)

entitled William Blackstone Multi-Family, and OS-Open Space zoning districts for William Blackstone Addition.

Attachments

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

Staff report prepared by: Daniel Nairn, Planning Director

701-355-1854 | dnairn@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6686

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

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

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A-Agricultural zoning district and included in the RS-Residential Suburban zoning district:

Lots 1-19, Block 1; Lots 1-3, Block 3; Lots 1-17, Block 4; Lots 1-13, Block 5; Lots 2-12, Block 6; Lots 1-27, Block 7; Lots 1-12, Block 8; and Lots 1-13, Block 9, William Blackstone 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 A-Agricultural zoning district and included in the OS-Open Space zoning district:

Lot 20, Block 1; and Lot 1, Block 6, William Blackstone Addition

Section 3. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A-Agricultural zoning district and included in the RM-Residential Multi-Family zoning district:

DRAFT

Lot 1, Block 2, William Blackstone Addition.

Section 4. Adoption. As authorized by Section 14-08-04, a Plan Overlay District is hereby established to be known as William Blackstone Multi-Family, as specified in all text and referenced exhibits attached to this ordinance.

Section 5. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Taking Effect. This ordinance shall take effect on October 1, 2026.

DRAFT

William Blackstone Multi-Family
PLAN OVERLAY DISTRICT (POD)

14-07-03 Plan Overlay Districts:

Plan Overlay Districts (POD) are applied as an overlay that reflects adjustments made to applicable base zoning districts based on a plan for the area within the district. Where the POD is silent as to a development standard or requirement, the requirements of the applicable base zoning district shall apply.

Legal Description:

This plan overlay district shall apply to the following lands:

Lot 1, Block 2, William Blackstone Addition

1. Purpose

Limit density to be compatible with existing residential units on the east side of Tyler Parkway.

2. Comprehensive Plan

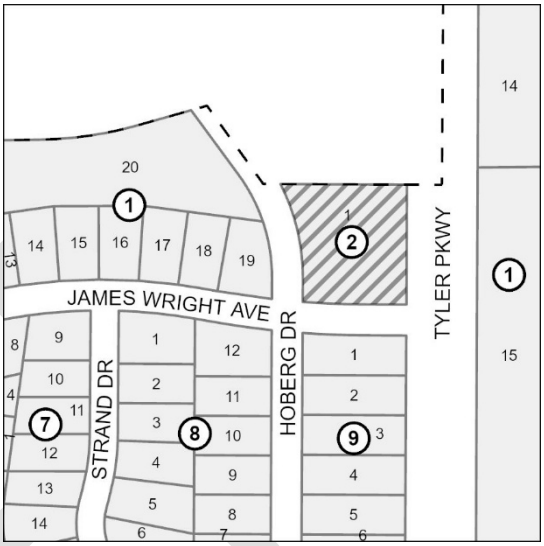
The following objectives of the Comprehensive Plan are supported:

"Use zoning and other tools to require new development and redevelopments to be harmonious with existing uses in the area and support the health, safety, and public welfare of the community" (S10a)

3. Standards and Requirements

a. The maximum height of any principal building shall not exceed 40 feet.

b. The number of housing units in the POD shall not exceed five.



Area of overlay district shown in hashmark

Base Zoning District:
RM – Residential Multifamily

Revision History:
TBD (ZC2026-008)

Certificate:

I, Jason Tomanek, do hereby certify that this document is a full, true and correct copy of a Plan Overlay District adopted at a legally convened meeting of the Board of City Commissioner held on this Date of Approval.

_____ _____

Jason Tomanek Date
City Administrator
Bismarck, North Dakota

DRAFT

Zoning and Plan Reference Map

WILLIAM BLACKSTONE ADDITION

ZC2026-008

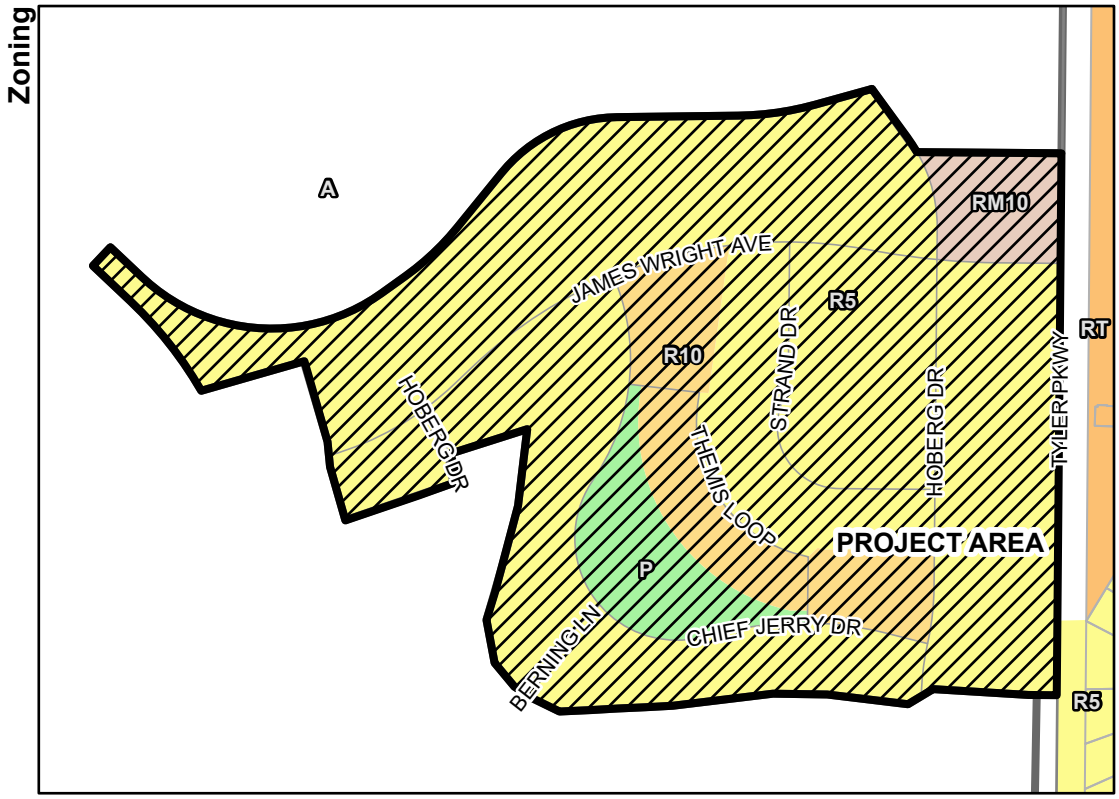
Zoning Districts

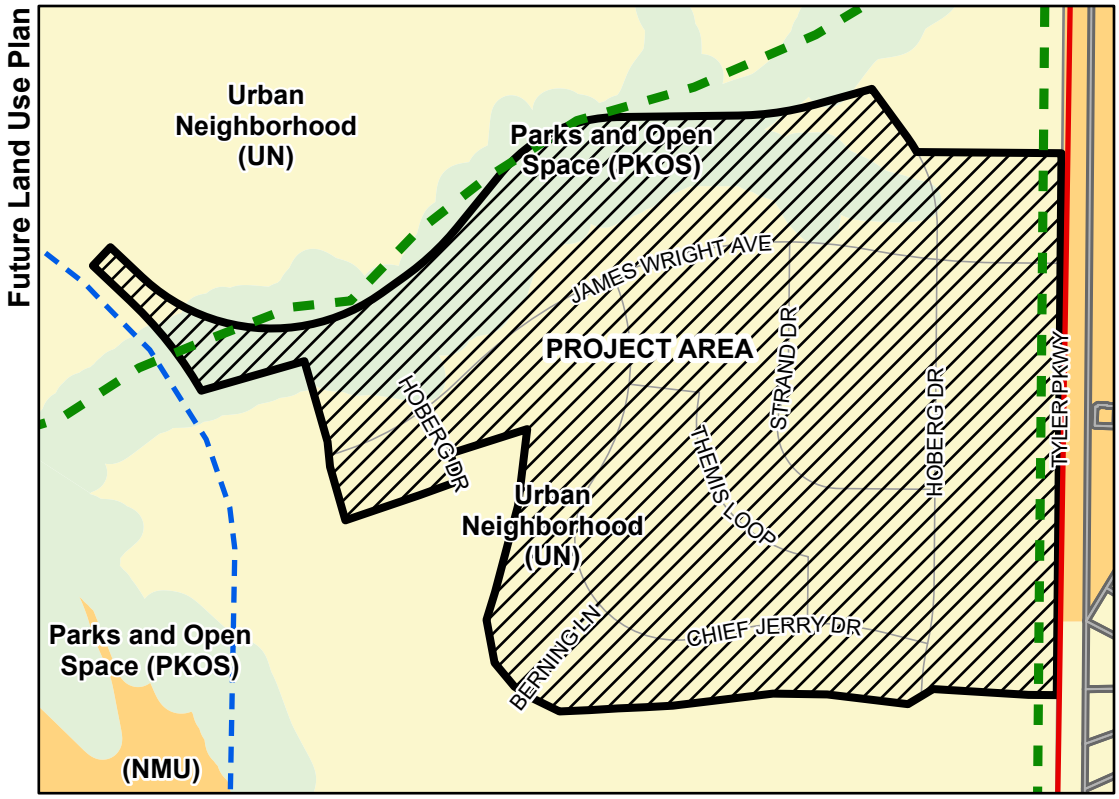
A	Agriculture
RR	Rural Residential
R5	Residential
RMH	Manufactured Home Residential
R10	Residential
RM	Residential Multifamily
RT	Residential (Offices)
HM	Health and Medical
CA	Commercial
CG	Commercial
MA	Industrial
MB	Industrial
PUD	Planned Unit Development
DC	Downtown Core
DF	Downtown Fringe

Future Land Use Plan

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





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City of Bismarck
Planning Department
July 9, 2026

Proposed LDC Zoning

WILLIAM BLACKSTONE ADDITION

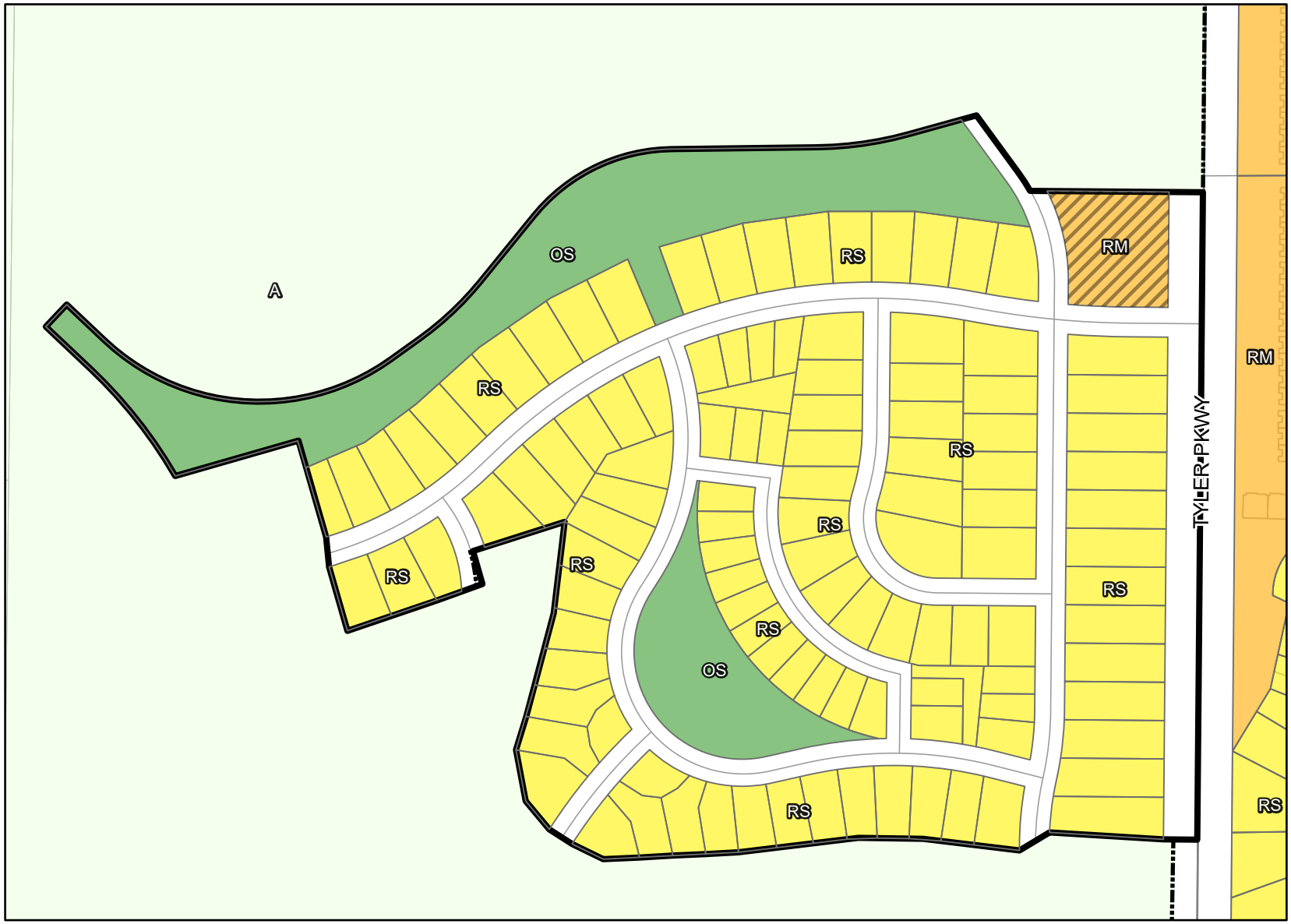
ZC2026-008

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 Institutional
OS	Open Space
PUD	Planned Unit Development



0 0.1 0.2 0.4 Miles

City of Bismarck
Planning Department
June 22, 2026

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

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6685, Cottage Grove Addition, and Development Agreement

REQUEST:
Introduction of and call for a public hearing on Ordinance 6685, a zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban, and of a proposed major subdivision final plat titled Cottage Grove Addition. The project area would be a replat of Lot A of Lot 3, Block 2, KMK Estates, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
Bold Property Group LLC, is requesting approval of a zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban, and of a proposed major subdivision final plat titled Cottage Grove Addition. The project area would be a replat of Lot A of Lot 3, Block 2, KMK Estates.

The project is located in northwest Bismarck, west of North Washington Street, along the north side of Buckskin Avenue.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

A development agreement detailing the timing of roadway infrastructure improvements for Buckskin Avenue is included.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6685, a zoning map amendment, and Cottage Grove Addition, a major subdivision final plat, and an associated development agreement.

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. BCC Item_Cottage Grove Addition_090826

September 8, 2026

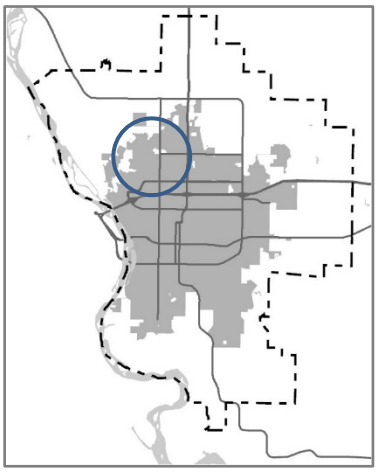
STAFF REPORT

Application for: **Final Plat** Project ID: **FPLT2026-007**

Zoning Map Amendment **ZC2026-001**

Project Summary

Title:	Cottage Grove Addition
Status:	Board of City Commissioners - Consideration
Property Owner(s):	Bold Property Group, LLC
Project Contact:	Andra Marquardt, RLS, Toman Engineering
Project Location:	In northwest Bismarck, west of North Washington Street along the north side of Buckskin Avenue
Project Size:	2.36 acres
Applicant Request:	Replat and rezone the area to facilitate single-family detached and attached housing
PZC Recommendation:	Approve
Staff Recommendation:	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	1 parcel in 1 block	*Lots/Blocks:*	13 lots in 2 blocks
Land Use:	Single-family residential	*Land Use:*	Detached and attached single-family residential
Future Land Use:	Urban Neighborhood (UN)	*Future Land Use:*	No change
Zoning:	R5 – Residential	*Zoning:*	RS-Residential Suburban with a Plan Overlay District (POD)
Uses Allowed:	R5 – Single-family residential	*Uses Allowed:*	RS-Single-family detached and (up to three) attached residential

Area Information

Zoning Jurisdiction:	Bismarck City Limits
Township:	N/A (City of Bismarck)
Neighborhood:	Equine Estates

Property History

Zoned:	02/2016	*LDC Zoning:* 10/2026
Platted:	08/1966	
Annexed:	10/2014	

(continued)

Project Narrative

Bold Property Group LLC, is requesting approval of a zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban, and of a proposed major subdivision final plat titled Cottage Grove Addition. The project area would be a replat of Lot A of Lot 3, Block 2, KMK Estates.

The applicant is proposing to subdivide the one property into 13 lots in 2 blocks in order to facilitate rowhouse-style development. The development plan, facilitated by the zoning map amendment to use a POD on top of the LDC zoning district of RS-Residential Suburban, would consist of single-family detached and attached houses for total a of 13 housing units.

PODs are the rough equivalent of Planned Unit Developments (PUDs) in the LDC. They alter certain aspects of the base zoning district while leaving all other aspects of the base district the same. In this case, the applicant was originally requesting a PUD to facilitate the proposed lot layout and unit-types of their development. However, all of their proposed development standards (lot size, width, building setbacks, height, etc.) would be permitted by-right in the LDC's RS-Residential Suburban zoning district, with the exception of total lot coverage for buildings. The POD will increase the permitted lot coverage consistent with their approved stormwater management plan. Additionally, PODs under the new LDC will be easier to amend (if needed) compared to the existing process for PUDs while still providing sufficient development flexibility with the proposed base zoning district.

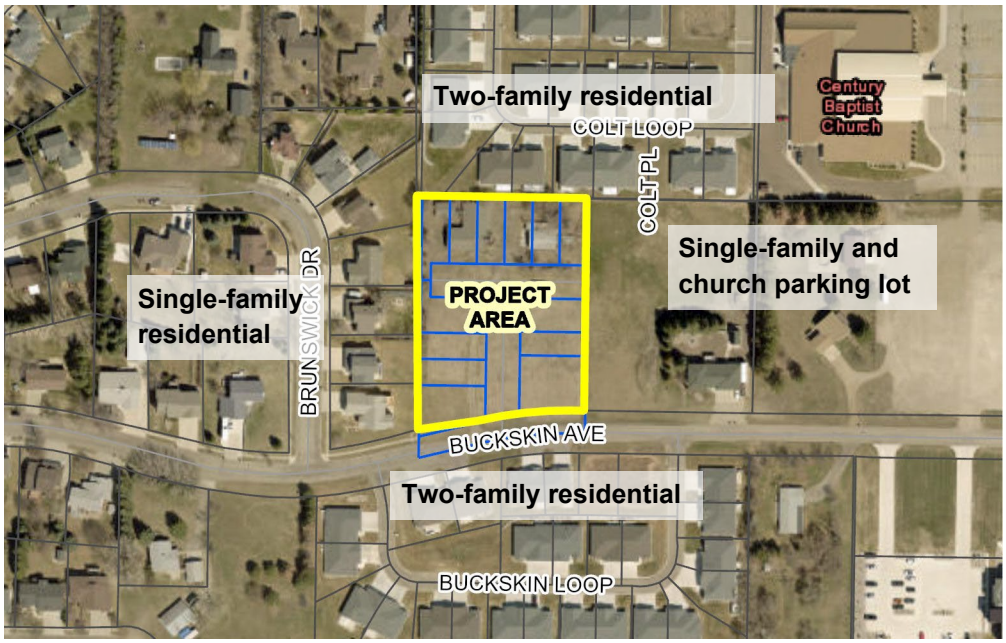
While this is a replat of an existing area, the plat includes new public right-of-way for Caspian Court. The right-of-way extends north from Buckskin Avenue before turning east to the edge of the plat, providing the option for extending further east and possibly looping back to Buckskin Avenue should the properties to the east redevelop in the future.

A development agreement detailing the timing of roadway infrastructure improvements for Buckskin Avenue is included

(continued)

Project Context

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



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

The property has been identified as Urban Neighborhood (UN) in the Future Land Use Plan. The UN areas are places for quiet enjoyment of home life. Goals and objectives of this plan as they relate to major subdivision final plats and zoning map amendments are referenced in review standards below.

The project is located in a primarily residential area with single-family and two-family residential uses on all sides. Further to the east and northeast is a church and its associated parking lots.

Public Engagement

Planning and Zoning Commission

The Planning and Zoning Commission considered the preliminary plat and zoning map amendment on February 25, 2026, and called for a public hearing.

The public was duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and 13, and 67 postcards were mailed to the owners of nearby properties on August 7, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on August 3, 2026.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026. Staff received four inquiries for more information prior to the hearing, but did not receive any written comments. One nearby property owner spoke at the hearing expressing some concerns regarding stormwater management. At the conclusion of the hearing, the Planning and Zoning Commission voted to recommend approval of the request.

City Commission

A public notice will be issued if the City Commission calls for a public hearing.

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

(continued)

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

Review Standards and Findings of Fact

The request is evaluated according to standards contained within the Comprehensive Plan, Bismarck Code of Ordinances, and relevant state law. Findings of fact, related to land use, are presented in response to each standard.

Zoning Map Amendment

The Future Land Use Plan is adhered to with the proposed zoning map amendment (Future Land Use Plan)

Yes. The proposed zoning map amendment is within the area designated as Urban Neighborhood in the Future Land Use Plan, as described in the Project Context section above. The proposed zoning district would generally conform to the character of this district.

The proposed amendment is compatible with adjacent land uses and zoning (Goal S10-a, S5-a)

Yes. Adjacent uses are described in the project context section above. The proposed LDC zoning district would allow attached single-family dwellings in groups of one to three units (detached and attached) and is the same as the LDC zoning district of the surrounding properties. The POD would not alter the number of units permitted, and would only permit a higher lot coverage consistent with the development's approved stormwater management plan. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

One lot will be a temporary stormwater detention pond until the reconstruction of Buckskin Avenue. Once Buckskin is reconstruction to urban standards, that lot will redeveloped for a single-family home.

A change in conditions or by an error in the zoning map has occurred since the previous zoning classification was established (Goal S9-e)

Yes. The current zoning district of R5 - Residential was established in February 2016. Conditions have changed since this time. This area has gradually been redeveloping over the last 20 years from a more rural development style to a more urban development style. This includes work within the public rights-of-way to install sidewalks and repave roads to meet city standards; this also involves larger lot properties, originally rural residential, redeveloping into primarily single- and two-family dwellings.

The City's Comprehensive Plan, Together 2045, was also adopted in 2022 which supports the gradual redevelopment of existing areas into a progressively more urban fashion.

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment (Goal S1-a, Goal T1-c)

Yes. The proposed zoning map amendment would enhance the diversity of housing types available to Bismarck residents and would support a mix of uses to create vibrant neighborhoods where necessities and amenities of daily life are easily accessible to all residents.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning ordinance map amendment (Comprehensive Plan)

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

- S1: Encourage the formation and growth of complete neighborhoods.
- S4(a): Increase efficiency of urban land use to maximize public investment in infrastructure and services thereby reducing cost for tax and ratepayers.

(continued)

- S4(d): Allow greater residential lot coverage to promote efficient utilization of land and align with building types in market demand.
- S6(c): Enhance housing choice by removing regulatory barriers against attached housing configurations that have demonstrated success in other markets yet are less common locally.
- S9: Provide the means for adaptation of the built environment to meet complex and changing economic and social demands.
- S10: Support the arrangement of compatible land uses to minimize adjacent conflicts.
- G1: Encourage infill and redevelopment of land already connected to municipal services.
- T3: Ensure that the variety and quality of housing is aligned with the needs of the community.

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

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

Proper administrative procedures related to the request are being followed (Section 14-07-02, NDCC Chapter 40-47)

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. The applicant has submitted a complete application for a zoning map amendment, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission and the City Commission.

A public hearing was scheduled by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing have been met, as documented in this report above.

Additional public notice requirements will be met if the City Commission calls for a public hearing.

The plan mitigates or offsets significant adverse impacts, including but not limited to traffic generation, lighting, noise, odor, dust, and other external impacts anticipated to result from the POD – Section 14-20-05(6)(d)(ii)

Yes. The POD will be identical to the standard RS-Residential Suburban zoning district with the exception of requesting increased lot coverage. The proposed development has an approved stormwater management plan to mitigate any potential impacts of that increased lot coverage.

No other aspect of the proposed development is anticipated to result in a level of impact beyond what is similar to the existing surrounding uses.

The plan includes an internal street circulation system, if relevant, designed for the type of traffic that is expected to be generated by the development – Section 14-20-05(6)(d)(iii)

Yes. The proposed subdivision would have a public roadway connecting to Buckskin Avenue, with the possibility of extending the proposed roadway to the east so that it could loop around. The proposed uses would all be low-to-medium density residential uses. This circulation system is adequate for expected traffic.

The plan preserves natural features, such as healthy trees and drainage areas, to the maximum extent practicable – Section 14-20-05(6)(d)(iv)

Yes. The property does not have significant topographical or other natural features. The proposed plan overlay district incorporates these existing natural features into the design of the development to the greatest extent feasible.

(continued)

The Plan Overlay District supports or advances objectives of the Comprehensive Plan – Section 14-20-05(6)(d)(v)

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

- S1: Encourage the formation and growth of complete neighborhoods.
- S4(a): Increase efficiency of urban land use to maximize public investment in infrastructure and services thereby reducing cost for tax and ratepayers.
- S4(d): Allow greater residential lot coverage to promote efficient utilization of land and align with building types in market demand.
- S6(c): Enhance housing choice by removing regulatory barriers against attached housing configurations that have demonstrated success in other markets yet are less common locally.
- S9: Provide the means for adaptation of the built environment to meet complex and changing economic and social demands.
- S10: Support the arrangement of compatible land uses to minimize adjacent conflicts.
- G1: Encourage infill and redevelopment of land already connected to municipal services.
- T3: Ensure that the variety and quality of housing is aligned with the needs of the community.

The plan will not adversely impact the public health, safety, and general welfare – Section 14-20-05(6)(d)(vii)

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

Major Subdivision Final Plat

The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission

Yes. The proposed final plat is substantially similar to the preliminary plat.

Any and all conditions placed on approval of the preliminary plat by the Planning and Zoning Commission have been satisfied or will remain in place for future completion

Yes. No conditions were placed on the approval of the preliminary plat.

Sufficient easements and rights-of-way are included on the proposed subdivision to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision (Goal G3-d)

Yes. The proposed subdivision includes easements that extended into and through the plat. The plat contains general utility easements and sufficient space within public right-of-way for the provision of municipal water and sewer service.

The Major Street Plan is adhered to with the proposed subdivision (Major Street Plan)

Yes. There are no corridors identified in the Major Street Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

The Active Mobility Plan is adhered to with the proposed subdivision (Active Mobility Plan)

Yes. There are no corridors identified in the Active Mobility Plan within or adjacent to the proposed subdivision. A plan reference map is attached to this staff report.

A neighborhood park will be available within walking distance for all urban residents (Goal I1-a, Section 14-09-04(2)a(vii))

(continued)

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. The property is within 0.5 miles to New Generations Park (to the west) and Normandy Park (to the east). A waiver letter from the Bismarck Parks and Recreation District is attached to this report.

Vehicle trips generated by the proposed subdivision will be adequately supported by the transportation system (Goal C3-c)

Yes. The proposed subdivision would likely not have a substantial effect on circulation and safety of public roadways in the vicinity, and therefore no traffic impact study is required.

Street connectivity is provided for efficient travel and secondary access for emergency services (Goal C4, Section 14-09-05)

Yes. Subdivision design requirements, such as maximum block length, intended to promote street connectivity has been met, and there are no cul-de-sacs or dead-end streets in the proposed subdivision. The City's Secondary Roadway Access Policy has been met allowing alternative routes into and out of the subdivision.

Roadway access is managed to reduce potential points of conflict and improve safety (Goal C3-b)

Yes. Direct access to major public roadways is appropriately limited and spacing of all intersections is adequate to meet the City's access management standards and professional engineering judgement. Non-access lines will be dedicated with the proposed plat to communicate and enforce this access control.

Stormwater runoff impacted by this subdivision is adequately managed to protect public and private investments and the natural environment (Goal I5, Section 14.1-04-03);

Yes. There is a plan to manage any stormwater runoff generated by this subdivision. The City Engineer has conditionally approved the Post-Construction Stormwater Management Permit (PCSMP) for the proposed subdivision. A temporary stormwater and detention pond easement is located on the southern 43 feet of lot 3, Block 2. The pond will be redeveloped as a single-family home once Buckskin Avenue is reconstructed to urban standards for stormwater conveyance.

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

Yes. All lots meet area and width requirements of the zoning district within which they are located, and there is sufficient space within each lot for anticipated buildings to meet density, setback, and lot coverage requirements. All rights-of-way and dedicated easements conform to design standards of the subdivision ordinance.

Natural hazards and impact to environmentally sensitive land is minimized through the location and design of the proposed subdivision (Goal I6-a)

Yes. The proposed subdivision is not located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain, an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or an area that is topographically unsuited for development

Water supply systems will seamlessly transition from a rural to an urban system through cooperation with the South-Central Regional Water District (Goal G3-f, Section 14-09-04(2)d)

Yes. The proposed subdivision will be served with municipal water upon development and no future transition will be necessary.

The City's investment in infrastructure associated with the proposed subdivision is expected to receive a proportional long-term return to residents through

(continued)

future revenues or other public goods associated with this subdivision (Goal G3-a)

Yes. The proposed subdivision involves infill and redevelopment of an area already served by municipal infrastructure. The additional up-front and ongoing costs to the City are expected to be minimal, relative to the benefits provided by the subdivision.

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

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

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

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. Staff held a meeting with the applicant to discuss the request prior to submittal of a formal application. A complete application for the final plat was submitted to the Planning Department, and the required staff review of all submitted materials has occurred prior to submittal of this report to the Planning and Zoning Commission and the City Commission.

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

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

Recommendations

Planning and Zoning Commission

Based on the above findings, and at the conclusion of the public hearing, the Planning and Zoning Commission, recommended approval on the zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban on the proposed major subdivision final plat for Cottage Grove Addition.

Planning Staff

Based on the above findings, staff recommends approval on the zoning map amendment from the R5 – Residential zoning district to a Plan Overlay District (POD) on the Land Development Code (LDC) zoning district of RS-Residential Suburban on the proposed major subdivision final plat for Cottage Grove Addition, and of the accompanying development agreement.

Attachments

1. Draft Zoning Ordinance
2. Draft POD Document
3. Zoning and Plan Reference Map
4. Proposed Zoning Map
5. Final Plat
6. Preliminary Plat
7. Original Plat with Replatted Area Highlighted
8. Neighborhood Park Agreement waiver letter
9. Development Agreement

Staff report prepared by: Isak Johnson, AICP, Planner

(continued)

701-355-1850 | ijohnson@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6685

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

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

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

Section 1. Adoption. As authorized by Section 14-08-04, a Plan Overlay District is hereby established to be known as Cottage Grove Addition, as specified in all text and referenced exhibits attached to this ordinance.

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

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

DRAFT

Cottage Grove Addition
PLAN OVERLAY DISTRICT (POD)

14-07-03 Plan Overlay Districts:

Plan Overlay Districts (POD) are applied as an overlay that reflects adjustments made to applicable base zoning districts based on a plan for the area within the district. Where the POD is silent as to a development standard or requirement, the requirements of the applicable base zoning district shall apply.

Legal Description:

This plan overlay district shall apply to the following lands:

Lots 1-10, Block 1, and Lots 1-3, Block 2, Cottage Grove Addition

1. Purpose

Increase permitted lot coverage consistent with the approved stormwater management plan.

2. Comprehensive Plan

The following objectives of the Comprehensive Plan are supported:

a. "Encourage the formation and growth of complete neighborhoods" (S1)

b. "Increase efficiency of urban land use to maximize public investment in infrastructure and services thereby reducing cost for tax and ratepayers" (S4a)

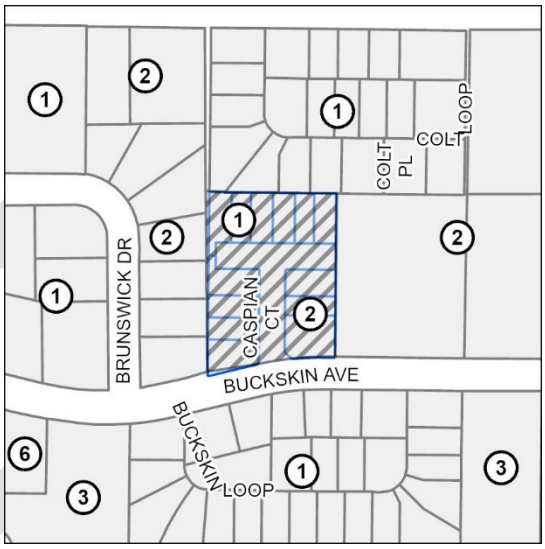
c. "Allow greater residential lot coverage to promote efficient utilization of land and align with building types in market demand" (S4d)

d. "Enhance housing choice by removing regulatory barriers against attached housing configurations that have demonstrated success in other markets yet are less common locally" (S6c)

e. "Provide the means for adaptation of the built environment to meet complex and changing economic and social demands" (S9)

f. "Encourage infill and redevelopment of land already connected to municipal services" (G1)

g. "Ensure that the variety and quality of housing is aligned with the needs of the community" (T3)



Base Zoning District(s):
RS-Residential Suburban

Revision History:
TBD (ZC2026-001)

Certificate:

I, Jason Tomanek, do hereby certify that this document is a full, true and correct copy of a Plan Overlay District adopted at a legally convened meeting of the Board of City Commissioner held on this September 22, 2026.

_____ _____

Jason Tomanek Date
City Administrator
Bismarck, North Dakota

DRAFT

3. Standards and Requirements

a. The maximum impervious surface coverage, both of the cumulative development and on a lot by lot basis, may increase beyond the standard 40% so long as it is consistent with the approved stormwater management plan and any amendments to said plan.

Zoning and Plan Reference Map

COTTAGE GROVE ADDITION

PPLT2026-001

Zoning Districts

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

Future Land Use Plan

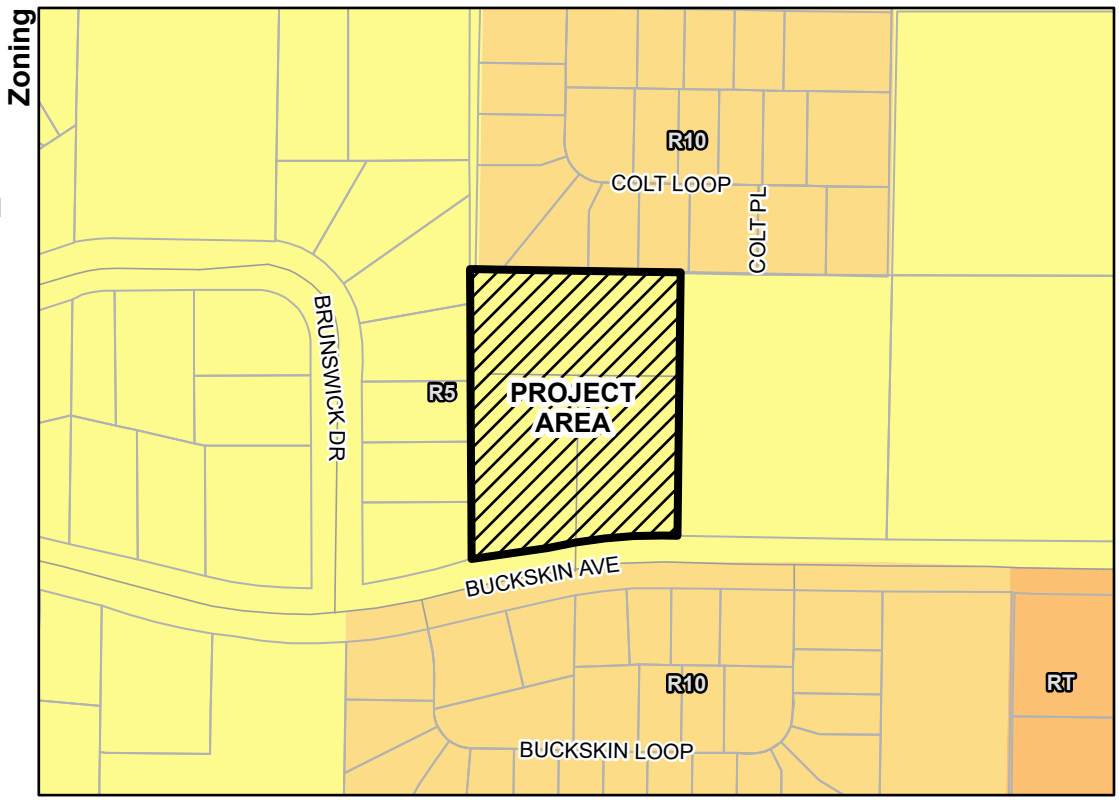
UN	Urban Neighborhood
NMU	Neighborhood Mixed Use
CMU	Community Mixed Use
DMU	Destination Mixed Use
DT	Downtown
IND	Industrial
IF	Industrial Flex
IMU	Industrial Mixed Use
INS	Institutional
RR	Rural Residential
TR	Transitional Rural
PKOS	Parks/Open Space
	Urban Reserve
URA/ URB	Mid/Long-Term

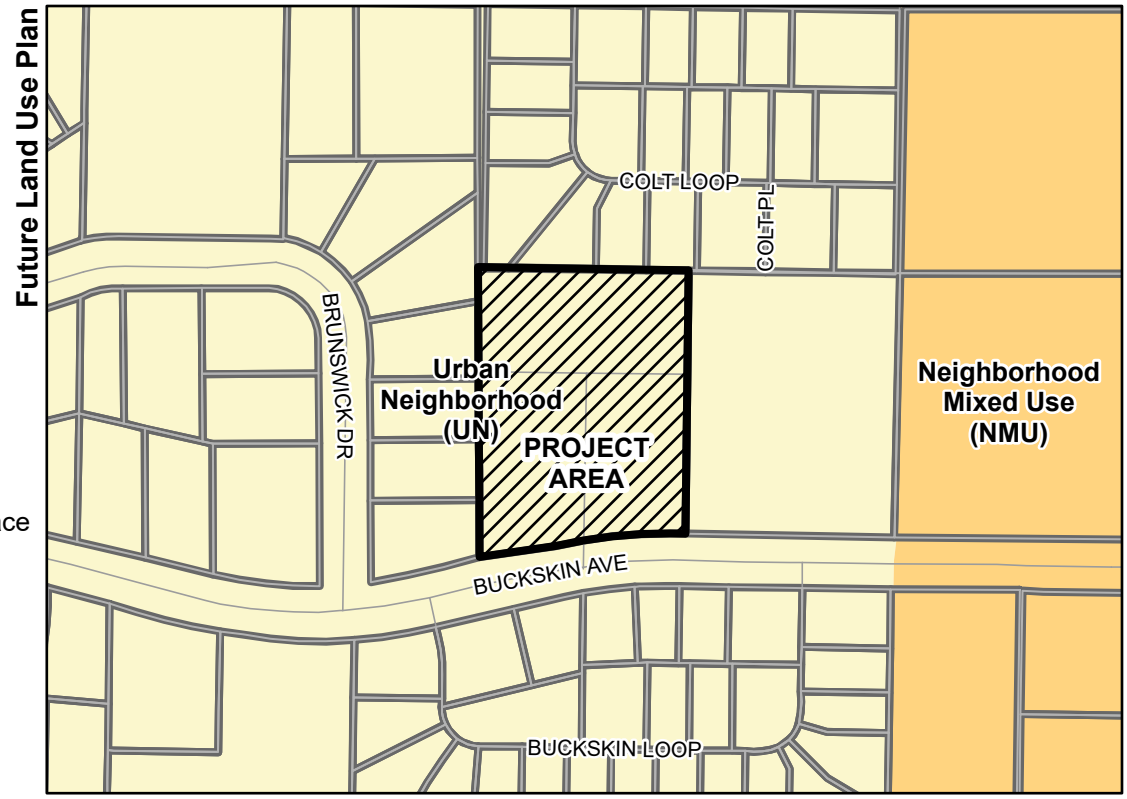
Active Mobility Plan

Future Shared Trail

Major Street Plan

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





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

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City of Bismarck
Planning Department
February 12, 2026

Proposed LDC Zoning

COTTAGE GROVE ADDITION

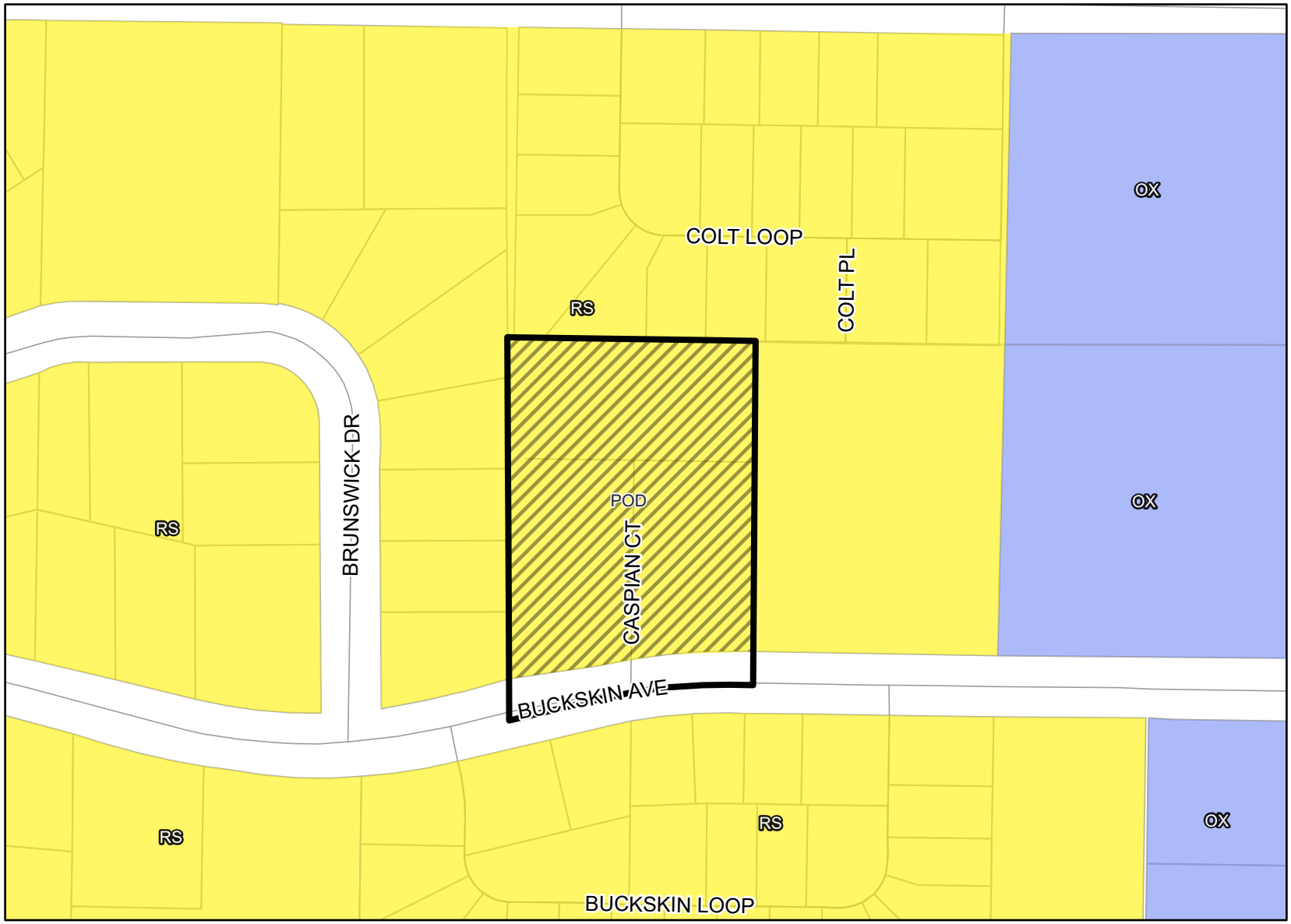
ZC2026-001

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 Institutional
OS	Open Space



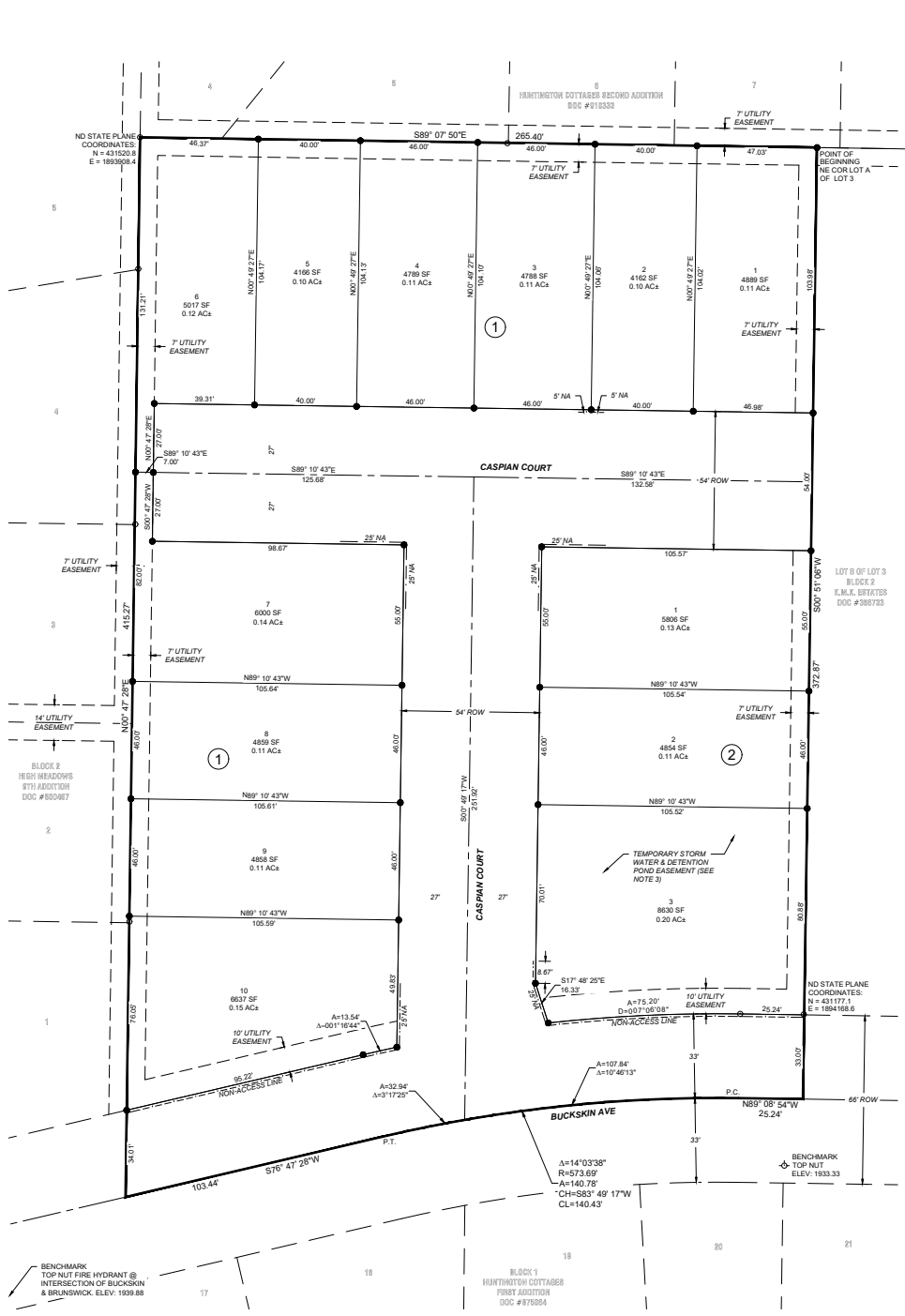
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City of Bismarck
Planning Department
August 7, 2026

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

COTTAGE GROVE ADDITION

ALL OF LOT A OF LOT 3, BLOCK 2, AND PART OF BUCKSKIN AVENUE, K.M.K. ESTATES OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH P.M., OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



DESCRIPTION OF PROPERTY

ALL OF LOT A OF LOT 3, BLOCK 2, AND PART OF BUCKSKIN AVENUE, K.M.K. ESTATES OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH P.M., OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT A OF LOT 3, BLOCK 2, K.M.K. ESTATES OF BISMARCK, NORTH DAKOTA; THENCE SOUTH 00°5'106" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT A FOR 372.87 FEET TO A POINT ON THE CENTERLINE OF BUCKSKIN AVENUE; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES; THENCE NORTH 89°08'54" WEST FOR 25.24 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 573.69 FEET; THENCE ALONG SAID CURVE TO THE LEFT, (THE CHORD OF WHICH BEARS SOUTH 83°49'17" WEST, 140.43 FEET) AN ARC LENGTH OF 140.78 FEET TO THE P.T. OF SAID CURVE TO THE LEFT; THENCE SOUTH 76°47'28" WEST FOR 103.44 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID LOT A EXTENDED SOUTH; THENCE NORTH 00°47'28" EAST ALONG SAID WEST BOUNDARY LINE FOR 415.27 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE SOUTH 89°07'50" EAST ALONG THE NORTH BOUNDARY LINE OF SAID LOT A FOR 265.40 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 2.36 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATE

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

ANDRA L. MARQUARDT,
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4623

OWNERS' CERTIFICATE AND DEDICATION

WE OF BOLD PROPERTY GROUP, LLC, BEING ALL THE OWNERS OF THE LANDS PLATTED HEREIN, HAVE CAUSED THE LAND TO BE PLATTED AND DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT TITLED COTTAGE GROVE ADDITION, AND DEDICATE ALL RIGHTS OF WAY TO THE CITY OF BISMARCK AS SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN, AND AFFIRM THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

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

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

PAIGE DANNER, VICE PRESIDENT
BOLD PROPERTY GROUP, LLC
3914 LONE PEAK DR.
BISMARCK, ND 58503

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20__, BEFORE ME PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC, _____

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA, ON THE DAY OF _____ 20____ IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA AND ORDINANCES OF THE CITY OF BISMARCK.

MICHAEL J. SCHWARTZ – CHAIR ATTEST: DANIEL NAIRN – SECRETARY

==========

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS APPROVED THE _____DAY OF _____ 20__.

MICHAEL T. SCHMITZ – PRESIDENT ATTEST: JASON TOMANEK – CITY ADMINISTRATOR

==========

APPROVAL OF CITY ENGINEER

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

GABRIEL J. SCHELL – CITY ENGINEER

DATE OF SURVEY:
JUNE 3, 2026

Scale 1" = 20 ft

COORDINATE DATUM:
ND STATE PLANE COORDINATES
NAD83, 2011 ADJUSTMENT
INTERNATIONAL FEET
VERTICAL DATUM: NAVD88

LEGEND

- FOUND REBAR MONUMENT
- SET REBAR MONUMENT
- FIRE HYDRANT (BENCHMARK)
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- CENTERLINE
- NON-ACCESS LINE

OWNER:
BOLD PROPERTY GROUP, LLC
3914 LONE PEAK DR
BISMARCK, ND 58503

BASIS OF BEARING:
BASIS OF BEARING: WEST BOUNDARY LINE:
NORTH 00° 47' 28" EAST.

NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. WATER TO BE PROVIDED BY THE CITY OF BISMARCK.
3. THE TEMPORARY STORM WATER EASEMENT IN LOT 3, BLOCK 2 TO BE VACATED WHEN BUCKSKIN AVENUE IS IMPROVED.
4. TOTAL LOT ACREAGE: 1.61 (69,454 SF)
TOTAL ROAD ACREAGE: 0.75 (33,224 SF)
TOTAL ACREAGE: 2.36 (102,678 SF)

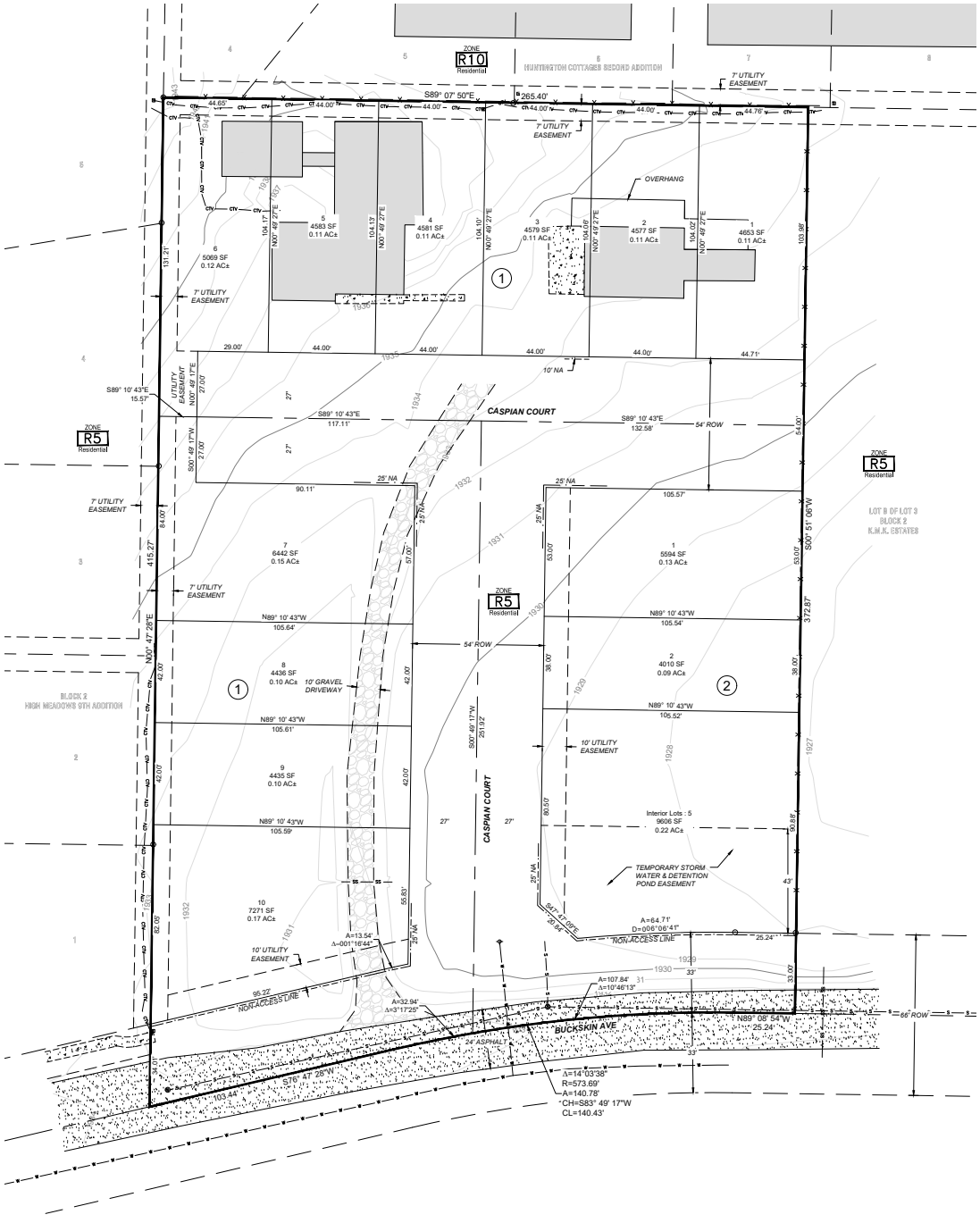
TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923
SURVEYOR: ANDRA L. MARQUARDT, RLS-4623
70300

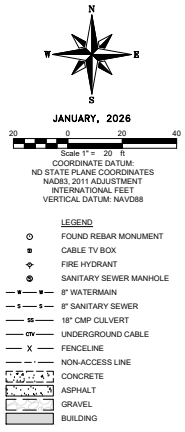
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PRELIMINARY PLAT

COTTAGE GROVE ADDITION

ALL OF LOT A OF LOT 3, BLOCK 2, AND PART OF BUCKSKIN AVENUE, K.M.K. ESTATES OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH P.M., OF THE CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA



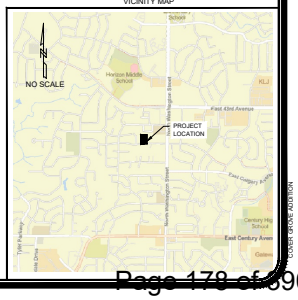


OWNER:
COTTAGE GROVE PROPERTIES, LLC
2409 24TH AVE SE
MANDAN, ND 58554

BASIS OF BEARING:
BASIS OF BEARING: WEST BOUNDARY LINE: NORTH 00° 47' 28" EAST.

NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. PROPOSED ZONING: PUD
3. WATER TO BE PROVIDED BY THE CITY OF BISMARCK.
4. TOTAL LOT ACREAGE: 1.61
TOTAL ROAD ACREAGE: 0.75
TOTAL ACREAGE: 2.36

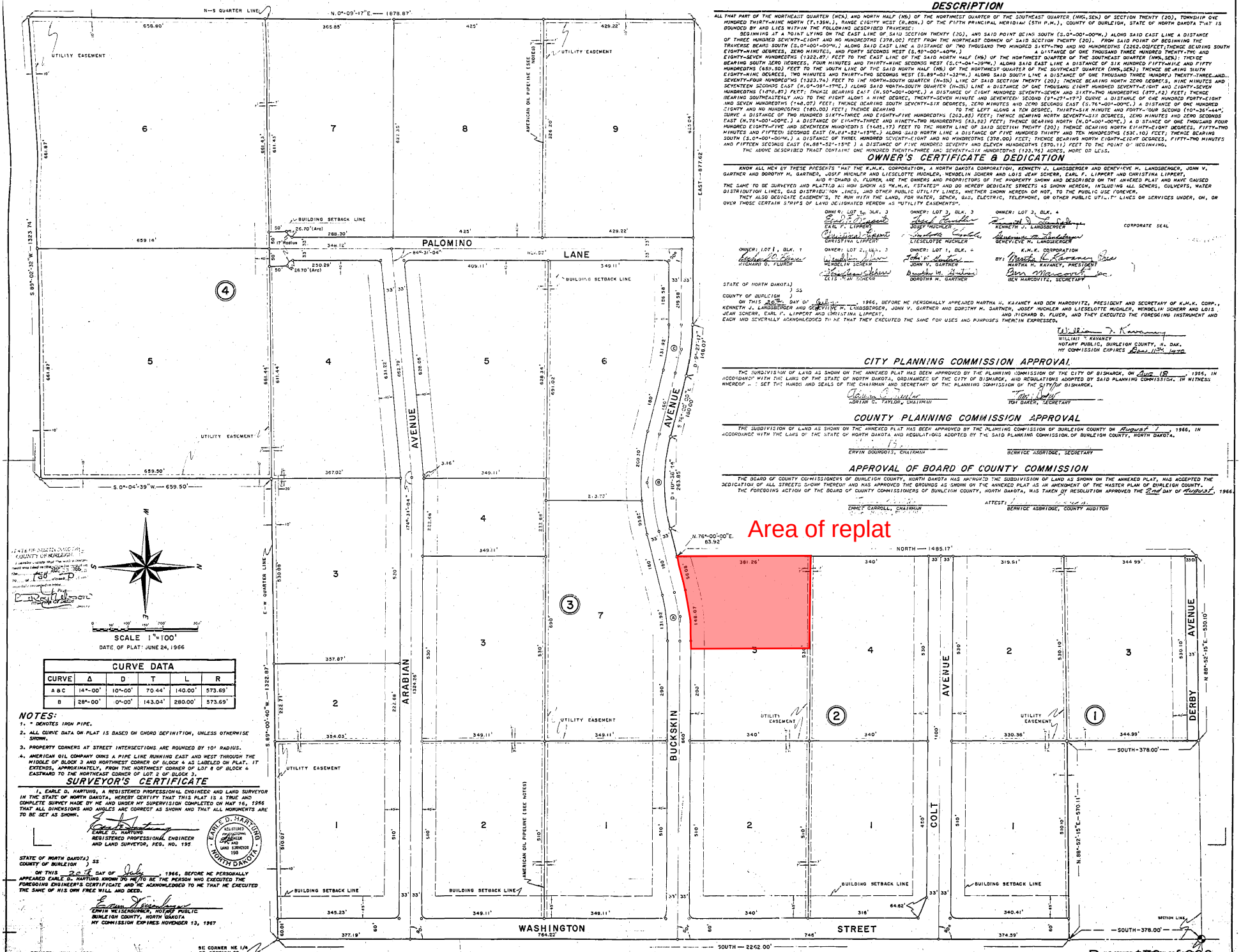
VICINITY MAP



TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923
SURVEYOR: ANDRA L. MARQUARDT, RLS-4623

K.M.K. ESTATES

BURLEIGH COUNTY, NORTH DAKOTA



CURVE DATA					
CURVE	Δ	D	T	L	R
A & C	14°-00'	10°-00'	70.44'	140.00'	573.69'
B	28°-00'	0°-00'	143.04'	280.00'	573.69'

NOTES:

1. * DENOTES IRON PIPE.
2. ALL CURVE DATA ON PLAT IS BASED ON CHORD DEFINITION, UNLESS OTHERWISE SHOWN.
3. PROPERTY CORNERS AT STREET INTERSECTIONS ARE ROUNDED BY 10' RADIUS.
4. AMERICAN OIL COMPANY OWNS A PIPE LINE RUNNING EAST AND WEST THROUGH THE MIDDLE OF BLOCK 3 AND NORTHWEST CORNER OF BLOCK 4 AS LABELED ON PLAT. IT EXTENDS, APPROXIMATELY, FROM THE NORTHWEST CORNER OF LOT 8 OF BLOCK 4 EASTWARD TO THE NORTHEAST CORNER OF LOT 2 OF BLOCK 3.

SURVEYOR'S CERTIFICATE

I, EARLE D. HARTUNG, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE BY ME AND UNDER MY SUPERVISION COMPLETED ON MAY 16, 1966 THAT ALL DIMENSIONS AND ANGLES ARE CORRECT AS SHOWN AND THAT ALL MONUMENTS ARE TO BE SET AS SHOWN.

EARLE D. HARTUNG
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, REG. NO. 195

EARLE D. HARTUNG — REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR 195 — NORTH DAKOTA

STATE OF NORTH DAKOTA) SS
COUNTY OF BURLEIGH)

ON THIS 20 DAY OF July, 1966, BEFORE ME PERSONALLY APPEARED EARLE D. HARTUNG KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING ENGINEER'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME OF HIS OWN FREE WILL AND DEED.

ERWIN WEISENBURGER, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES NOVEMBER 13, 1967

REVISED: JULY 11, 1966

SE CORNER NE 1/4 OF SECTION 20

DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER (NE¼) AND NORTH HALF (N½) OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼,SE¼) OF SECTION TWENTY (20), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T.139N.), RANGE EIGHTY WEST (R.80W.) OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), COUNTY OF BURLEIGH, STATE OF NORTH DAKOTA THAT IS BOUNDED BY AND LIES WITHIN THE FOLLOWING DESCRIBED TRACTS:

BEGINNING AT A POINT LYING ON THE EAST LINE OF SAID SECTION TWENTY (20), AND SAID POINT BEING SOUTH (S.0°-00'-00"W.) ALONG SAID EAST LINE A DISTANCE OF THREE HUNDRED SEVENTY-EIGHT AND NO HUNDREDTHS (378.00) FEET FROM THE NORTHEAST CORNER OF SAID SECTION TWENTY (20). FROM SAID POINT OF BEGINNING THE TRAVERSE BEARS SOUTH (S.0°-00'-00"W.) ALONG SAID EAST LINE A DISTANCE OF TWO THOUSAND TWO HUNDRED SIXTY-TWO AND NO HUNDREDTHS (2262.00)FEET; THENCE BEARING SOUTH EIGHTY-NINE DEGREES, ZERO MINUTES, AND FORTY SECONDS WEST (S.89°-00'-40"W.) A DISTANCE OF ONE THOUSAND THREE HUNDRED TWENTY-TWO AND EIGHTY-SEVEN HUNDREDTHS (1322.87) FEET TO THE EAST LINE OF THE SAID NORTH HALF (N½) OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼,SE¼); THENCE BEARING SOUTH ZERO DEGREES, FOUR MINUTES AND THIRTY-NINE SECONDS WEST (S.0°-04'-39"W.) ALONG SAID EAST LINE A DISTANCE OF SIX HUNDRED FIFTY-NINE AND FIFTY HUNDREDTHS (659.50) FEET TO THE SOUTH LINE OF THE SAID NORTH HALF (N½) OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼,SE¼); THENCE BEARING SOUTH EIGHTY-NINE DEGREES, TWO MINUTES AND THIRTY-TWO SECONDS WEST (S.89°-02'-32"W.) ALONG SAID SOUTH LINE A DISTANCE OF ONE THOUSAND THREE HUNDRED TWENTY-THREE AND SEVENTY-FOUR HUNDREDTHS (1323.74) FEET TO THE NORTH-SOUTH QUARTER (N-S¼) LINE OF SAID SECTION TWENTY (20); THENCE BEARING NORTH ZERO DEGREES, NINE MINUTES AND SEVENTEEN SECONDS EAST (N.0°-09'-17"E.) ALONG SAID NORTH-SOUTH QUARTER (N-S¼) LINE A DISTANCE OF ONE THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND EIGHTY-SEVEN HUNDREDTHS (1878.87) FEET; THENCE BEARING EAST (N.90°-00'-00"E.) A DISTANCE OF EIGHT HUNDRED SEVENTY-SEVEN AND SIXTY-TWO HUNDREDTHS (877.62) FEET; THENCE BEARING SOUTHEASTERLY AND TO THE RIGHT ALONG A NINE DEGREE, TWENTY-SEVEN MINUTE AND SEVENTEEN SECOND (9°-27'-17") CURVE A DISTANCE OF ONE HUNDRED FORTY-EIGHT AND SEVEN HUNDREDTHS (148.07) FEET; THENCE BEARING SOUTH SEVENTY-SIX DEGREES, ZERO MINUTES AND ZERO SECONDS EAST (S.76°-00'-00"E.) A DISTANCE OF EIGHTY-THREE AND NO HUNDREDTHS (83.92) FEET; THENCE BEARING TO THE LEFT ALONG A TEN DEGREE, THIRTY-SIX MINUTE AND FORTY-FOUR SECOND (10°-36'-44") CURVE A DISTANCE OF TWO HUNDRED SIXTY-THREE AND EIGHTY-FIVE HUNDREDTHS (263.85) FEET; THENCE BEARING NORTH SEVENTY-SIX DEGREES, ZERO MINUTES AND ZERO SECONDS EAST (N.76°-00'-00"E.) A DISTANCE OF EIGHTY-THREE AND NINETY-TWO HUNDREDTHS (83.92) FEET; THENCE BEARING NORTH (N.0°-00'-00"E.) A DISTANCE OF ONE THOUSAND FOUR HUNDRED EIGHTY-FIVE AND SEVENTEEN HUNDREDTHS (1485.17) FEET TO THE NORTH LINE OF SAID SECTION TWENTY (20); THENCE BEARING NORTH EIGHTY-EIGHT DEGREES, FIFTY-TWO MINUTES AND FIFTEEN SECONDS EAST (N.88°-52'-15"E.) ALONG SAID NORTH LINE A DISTANCE OF FIVE HUNDRED THIRTY AND TEN HUNDREDTHS (530.10) FEET; THENCE BEARING SOUTH (S.0°-00'-00"W.) A DISTANCE OF TWO HUNDRED SEVENTY-EIGHT AND NO HUNDREDTHS (278.00) FEET; THENCE BEARING NORTH EIGHTY-EIGHT DEGREES, FIFTY-TWO MINUTES AND FIFTEEN SECONDS EAST (N.88°-52'-15"E.) A DISTANCE OF FIVE HUNDRED SEVENTY AND ELEVEN HUNDREDTHS (570.11) FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS ONE HUNDRED TWENTY-THREE AND SEVENTY-SIX HUNDREDTHS (123.76) ACRES, MORE OR LESS.

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE K.M.K. CORPORATION, A NORTH DAKOTA CORPORATION, KENNETH J. LANDSBERGER AND GENEVIEVE M. LANDSBERGER, JOHN V. GARTNER AND DOROTHY M. GARTNER, JOSEF HUCHLER AND LIESELOTTE HUCHLER, WENDELIN SCHERR AND LOIS JEAN SCHERR, EARL F. LIPPERT AND CHRISTINA LIPPERT, AND RICHARD O. FLURER, ARE THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS NOW SHOWN AS "K.M.K. ESTATES" AND DO HEREBY DEDICATE STREETS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, WATER DISTRIBUTION LINES, GAS DISTRIBUTION LINES, AND OTHER PUBLIC UTILITY LINES, WHETHER SHOWN HEREON OR NOT, TO THE PUBLIC USE FOREVER. THEY ALSO DEDICATE EASEMENTS, TO RUN WITH THE LAND, FOR WATER, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS "UTILITY EASEMENTS".

OWNER: LOT 1, BLK. 3
EARL F. LIPPERT

OWNER: LOT 2, BLK. 3
CHRISTINA LIPPERT

OWNER: LOT 3, BLK. 3
JOSEF HUCHLER

OWNER: LOT 4, BLK. 3
LIESELOTTE HUCHLER

OWNER: LOT 3, BLK. 4
KENNETH J. LANDSBERGER

OWNER: LOT 4, BLK. 4
GENEVIEVE M. LANDSBERGER

CORPORATE SEAL

OWNER: LOT 1, BLK. 1
RICHARD O. FLURER

OWNER: LOT 2, BLK. 3
WENDELIN SCHERR

OWNER: LOT 1, BLK. 4
JOHN V. GARTNER

OWNER: LOT 2, BLK. 4
DOROTHY M. GARTNER

K.M.K. CORPORATION
BY: MARTHA H. KAVANEY, PRESIDENT
BEN MARCOVITZ, SECRETARY

LOIS JEAN SCHERR

STATE OF NORTH DAKOTA) SS
COUNTY OF BURLEIGH)

ON THIS 26th DAY OF July, 1966, BEFORE ME PERSONALLY APPEARED MARTHA H. KAVANEY AND BEN MARCOVITZ, PRESIDENT AND SECRETARY OF K.M.K. CORP., KENNETH J. LANDSBERGER AND GENEVIEVE M. LANDSBERGER, JOHN V. GARTNER AND DOROTHY M. GARTNER, JOSEF HUCHLER AND LIESELOTTE HUCHLER, WENDELIN SCHERR AND LOIS JEAN SCHERR, EARL F. LIPPERT AND CHRISTINA LIPPERT, AND RICHARD O. FLURER, AND THEY EXECUTED THE FOREGOING INSTRUMENT AND EACH AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES THEREIN EXPRESSED.

WILLIAM T. KAVANEY
NOTARY PUBLIC, BURLEIGH COUNTY, N. DAK.
MY COMMISSION EXPIRES June 11th 1970

CITY PLANNING COMMISSION APPROVAL

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON Aug 18, 1966, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK, AND REGULATIONS ADOPTED BY SAID PLANNING COMMISSION. IN WITNESS WHEREOF WE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

ADRIAN C. TAYLOR, CHAIRMAN

TOM BAKER, SECRETARY

COUNTY PLANNING COMMISSION APPROVAL

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF BURLEIGH COUNTY ON August 1, 1966, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION OF BURLEIGH COUNTY, NORTH DAKOTA.

ERVIN BOURGOIS, CHAIRMAN

BERNICE ASBRIDGE, SECRETARY

APPROVAL OF BOARD OF COUNTY COMMISSION

THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON AND HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT OF THE MASTER PLAN OF BURLEIGH COUNTY. THE FOREGOING ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 2nd DAY OF August, 1966.

EMMET CARROLL, CHAIRMAN

ATTEST: BERNICE ASBRIDGE, COUNTY AUDITOR

K.M.K. Estates

BISMARCK PARKS AND RECREATION DISTRICT
Est. 1927

Let's Play!

January 28, 2026

City of Bismarck Community Development
Daniel Nairn, Planning Director
221 N. 5th Street
Bismarck, ND 58501

Re: Waiver Letter for Cottage Grove Addition (PPLT2026-001)

Dear Daniel:

Cottage Grove Addition is an infill subdivision currently in the preliminary plat process and any major plat that is zoned residential would be included in the Neighborhood Park and Open Space policy. We appreciate your continued partnership with the policy and your notice of this project moving forward.

Since the replat is only 0.5 miles away from New Generations Park and Normandy Park, Bismarck Parks and Recreation District is providing a waiver of the Neighborhood Park and Open Space Policy for the Cottage Grove Addition.

Please let me know if you have any questions.

Kevin Klipfel
Executive Director

Above this line used for recordation purposes only.

DEVELOPMENT AGREEMENT

The City of Bismarck (the "City") and Bold Property Group LLC (the "Owner") make this Development Agreement with regard to the development of a plat (the Property) located in Bismarck, North Dakota and described as follows:

> Lots 1-10, Block 1, and lots 1-3 Block 2 Cottage Grove Addition to the City of Bismarck, Burleigh County, North Dakota

The Owner desires to develop this Property for residential use. The Property is located north of Buckskin Avenue between the intersections of Brunswick Drive and North Washington Street. The city would normally require the improvement of Buckskin Avenue adjacent to the site at the time of the development of the Property. The parties are in agreement that the improvement of Buckskin Avenue adjacent to the Property is not necessary for the further development of the site at this time and can be delayed until such time as the City receives a petition to improve Buckskin Avenue from any Property located on Buckskin Avenue between the intersections of Brunswick Drive and North Washington Street.

In exchange for the City's agreement to delay the requirement of the improvement of Buckskin Avenue between the intersections of Brunswick Drive and North Washington Street, the parties agree as follows:

1. The City will approve the site plan and issue building permits in its normal course of business. Prior to such approvals or permits being issued, the Owner will execute and deliver a petition for the improvement of Buckskin Avenue for that portion adjacent to the Property. The petition will be conditioned that it will be deemed to be submitted upon the receipt of another valid petition for improvement of any portion of Buckskin Avenue between the intersections of Brunswick Drive and North Washington Street. By entering into this Agreement, the Owner also agrees to waive their right to protest a special assessment district formed to Buckskin Avenue that includes the roadway between Brunswick Drive and North Washington Street. This agreement will be placed of record in the title for the Property, and all successors in interest agree to waive their right to protest the special assessment district under N.D.C.C. Ch 40-22 by accepting delivery of title. The City also

agrees that in order to activate the petition, any project for the improvement of Buckskin Avenue must include the entire width of the roadway.

2. It is the intention of the parties that this Agreement will run with the land as to the parcels within the plat and that the Owner will have the obligation to inform any successor in interest of the terms of this Agreement and the successor's obligation to abide by this Agreement and include compliance with this Agreement as a condition in any written instrument of conveyance of real property for the site.

3. The terms of this agreement shall be considered a covenant running with the land and bind all future owners in the same manner as if they had personally entered this agreement.

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

Dated this 18 day of Aug., 2026

Paige Danner
Vice President
Bold Property Group, LLC

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF BURLEIGH)

On this 18 day of Aug., 2026, before me personally appeared Paige Danner, Vice President, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same.

HAILEY KILBER
Notary Public
State of North Dakota
My Commission Expires February 20, 2028

(SEAL)

Notary Public
State of North Dakota

Dated this _____ day of _____, 2026

_____
Michael T. Schmitz
President, Board of City Commissioners

Attest: _____

Jason Tomanek
City Administrator

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF BURLEIGH)

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

_____
Notary Public
State of North Dakota

(SEAL)

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: 8/18/26

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Commissioners:

The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street improvements completed on:

Buckskin - Brunswick Drive to North Washington Street

It is agreed that the necessary permanent street improvements be completed following the installation of the necessary water and sewer service line stub outs by the abutting property owner(s) and that the paving cost of said permanent street improvements be assessed in accordance with the current special assessment policy or other funding arrangements are made by the benefitted property according to the Current Development Costs Policy.

PROPERTY DESCRIPTION

Lots 1-10, Block 1, and lots 1-3 Block 2
Cottage Grove Addition to the City of
Bismarck, Burleigh County, North Dakota

SIGNATURE

Paige Danner
Vice President
Bold Property Group, LLC

For City Engineer Use Only

Approved by Gabe J. Schell, PE
City Engineer, Bismarck, ND

Date

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Ordinance 6687

REQUEST:
Introduction of and call for a public hearing on Ordinance 6687, an update to a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
The Planning Department is requesting approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition.

The project is located in northwest Bismarck, between North Washington Street and River Road, west of Tyler Parkway and north of Frisco Way.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

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

RECOMMENDED CITY COMMISSION ACTION:
Call for a public hearing on Ordinance 6687, an update to zoning of Elk Ridge Fourth Addition.

STAFF CONTACT INFORMATION:
Daniel Nairn, Planning Department Director, 701-355-1854, dnairn@bismarcknd.gov

ATTACHMENTS:
1. BCC Items Elk Ridge Fourth

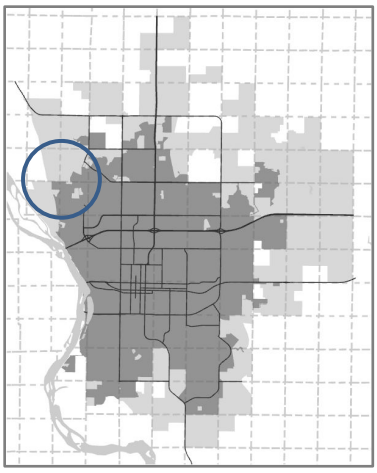
September 8, 2026

STAFF REPORT

Application for: **Zoning Map Amendment** Project ID: **ZC2026-010**

Project Summary

Title:	Elk Ridge Fourth Addition Update
Status:	Board of City Commissioners - Consideration
Property Owner(s):	Section 18 Land LLC
Project Contact:	Daniel Nairn, AICP, Planning Director
Project Location:	Northwest Bismarck, between North Washington Street and River Road, west of Tyler Parkway and north of Frisco Way
Project Size:	23.65 acres
Applicant Request:	Update zoning approved for Elk Ridge Fourth Addition to new Land Development Code districts
Staff Recommendation:	Approve
PZC Recommendation:	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	46 lots in 5 blocks	*Lots/Blocks:*	No Change
Land Use:	Undeveloped	*Land Use:*	Single-family residential
Future Land Use:	Urban Neighborhood (UN)	*Future Land Use:*	No Change
Zoning:	R10 – Residential	*Zoning:*	RS-Residential Suburban OS-Open Space
Uses Allowed:	R10: Single and two-family residences	*Uses Allowed:*	RS: 1-4 unit residential OS: Parks, open space, and stormwater detention

Area Information

Zoning Jurisdiction:	Bismarck City Limits
Township:	N/A (City of Bismarck)
Neighborhood:	Elk Ridge

Property History

Zoned:	07/2026
Platted:	07/2026
Annexed:	07/2026

(continued)

Project Narrative

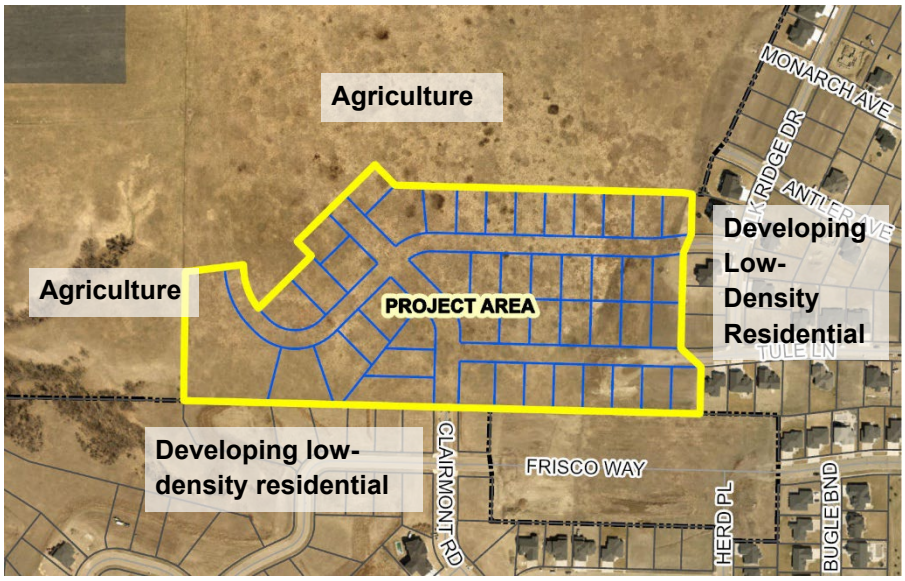
The Planning Department is requesting approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition.

A rezoning to the R10 – Residential zoning district was approved by the City Commission on August 26, 2025. The plat was recorded on July 14, 2026, and the zoning will be published shortly after to become effective. Therefore, these changes were not accounted for in the approval of the initial zoning districts that corresponded to the Land Development Code. The purpose of this action is to update zoning into the most equivalent new districts.

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 Urban Neighborhood (UN) in the Future Land Use Plan. The UN areas are a place for quiet enjoyment of home life. Goals and objectives of this plan as they relate to the proposed zoning map amendment and plat are referenced in review standards below.

Public Engagement

Because this ordinance is initiated by City staff, it will follow the original Title 14 process in effect until Oct 1, 2026, which requires consideration by the Planning and Zoning Commission prior to a public hearing.

Planning and Zoning Commission

The Planning and Zoning Commission considered this request on July 22, 2026 and called for a public hearing.

The public has been duly notified of this request. A notice was published in the Bismarck Tribune on August 6 and August 13, and 31 postcards were mailed to the owners of nearby properties on August 7, 2026.

A physical sign providing information on the public hearing was placed in a publicly accessible spot at the project location on August 3, 2026.

The Planning and Zoning Commission held a public hearing on this request on August 19, 2026, and voted to recommend approval.

(continued)

City Commission

Additional public notice requirements will be met if the City Commission calls for a public hearing.

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.

The Future Land Use Plan is adhered to with the proposed zoning map amendment (Future Land Use Plan)

Yes. The proposed zoning map amendment is within the area designated as Urban Neighborhood (UN) in the Future Land Use Plan, as described in the Project Context section above. The proposed zoning districts would generally conform to the character of this district.

The proposed amendment is compatible with adjacent land uses and zoning (Goal S10-a, S5-a)

Yes. Adjacent uses are described in the project context section above. The proposed zoning district would allow the development of single- and two-family homes and townhomes of up to three units. Development that may be anticipated from the proposed zoning would have no negative impact on the surrounding properties.

A change in conditions or by an error in the zoning map has occurred since the previous zoning classification was established (Goal S9-e)

Yes. The current zoning district of A-Agricultural is the default for any piece of land that has not been otherwise zoned. The property is adjacent to the Elk Ridge neighborhood which continues to develop and expand. Therefore, the proposed zoning of the majority of the property to the RS-Residential Suburban zoning district at this time will help facilitate future phases of development. The OS-Open Space district is designated for the stormwater lot within the subdivision.

Undue restriction of housing options or access to neighborhood amenities would not result from the proposed zoning map amendment (Goal S1-a, Goal T1-c)

Yes. The proposed zoning map amendment would enhance the diversity of housing types available to Bismarck residents and would support a mix of uses to create vibrant neighborhoods where necessities and amenities of daily life are easily accessible to all residents.

The proposed zoning map amendment would facilitate the development of single- and two-family homes, as well as three-unit townhouses.

The goals and objectives of Together 2045 Bismarck's Comprehensive Plan would be advanced by the proposed zoning map amendment (Comprehensive Plan)

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

- S1: Encourage the formation and growth of complete neighborhoods.

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

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

Proper administrative procedures related to the request are being followed (Section 14-07-02, NDCC Chapter 40-47)

(continued)

Yes. All administrative procedures of the City Code of Ordinances and North Dakota Century Code have been followed to date. This zoning map amendment is initiated by the City of Bismarck with notification of the property owner.

A public hearing was held by the Planning and Zoning Commission for this request, and all requirements for notice of this hearing have been met, as documented in this report above.

Additional public notice requirements will be met if the City Commission calls for a public hearing.

The public health, safety and general welfare will not be adversely impacted by the proposed zoning map amendment (Goal S10-a)

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

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 a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition.

Planning Staff

Based on the above findings, staff recommends approval of a zoning map amendment for the Land Development Code zoning districts from A-Agricultural to the RS-Residential Suburban and OS-Open Space zoning districts for Elk Ridge Fourth Addition.

Attachments

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

Staff report prepared by: Daniel Nairn, Planning Director

701-355-1854 | dnairn@bismarcknd.gov

CITY OF BISMARCK
ORDINANCE NO. 6687

First Reading	_____
Second Reading	_____
Final Passage and Adoption	_____
Publication Date	_____

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

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

Section 1. Amendment. Section 14-02-02 of the Code of Ordinances of the City of Bismarck, North Dakota, which will become effective on October 1, 2026, is hereby amended to read as follows:

The following described property shall be excluded from the A-Agricultural zoning district and included in the RS-Residential Suburban zoning district:

Lots 2-8, Block 1; Lots 1-4, Block 2; Lots 1-11, Block 3; Lots 1-15, Block 4, and Lots 1-8, Block 5; Elk Ridge Fourth 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 A-Agricultural zoning district and included in the OS-Open Space zoning district:

Lot 1, Block 1, Elk Ridge Fourth 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 on October 1, 2026.

DRAFT

Zoning and Plan Reference Map

ELK RIDGE FOURTH ADDITION

ZC2026-010

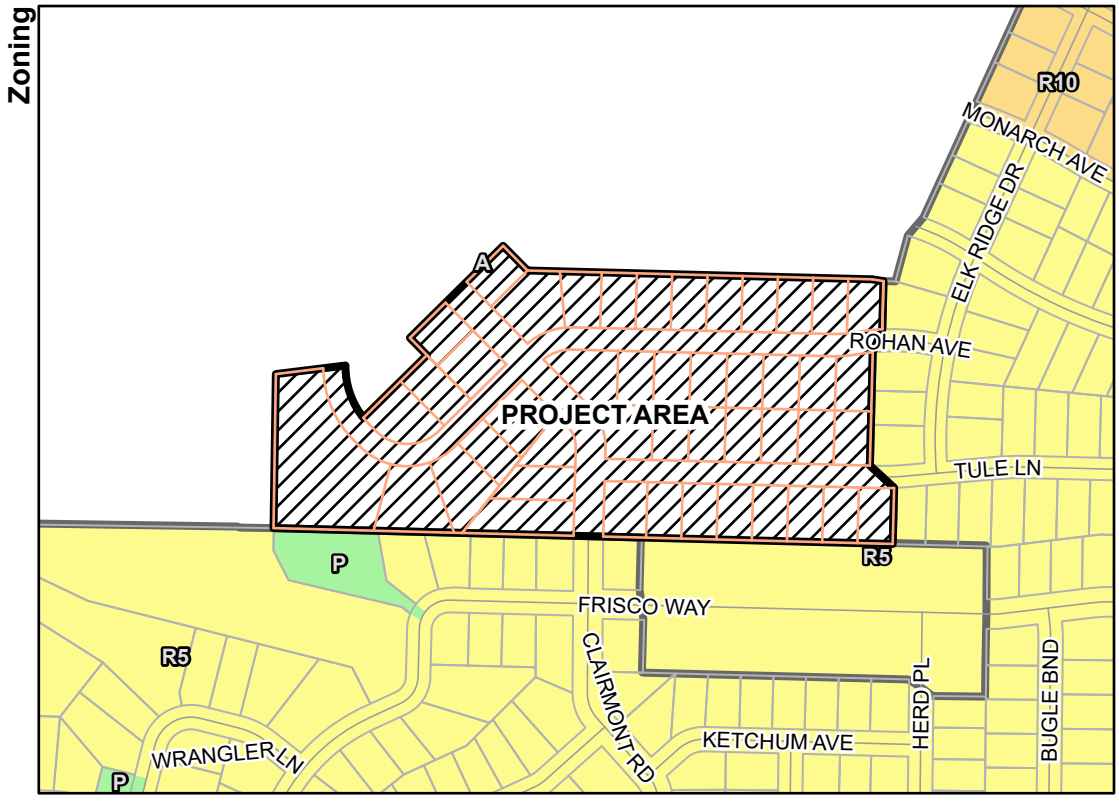
Zoning Districts

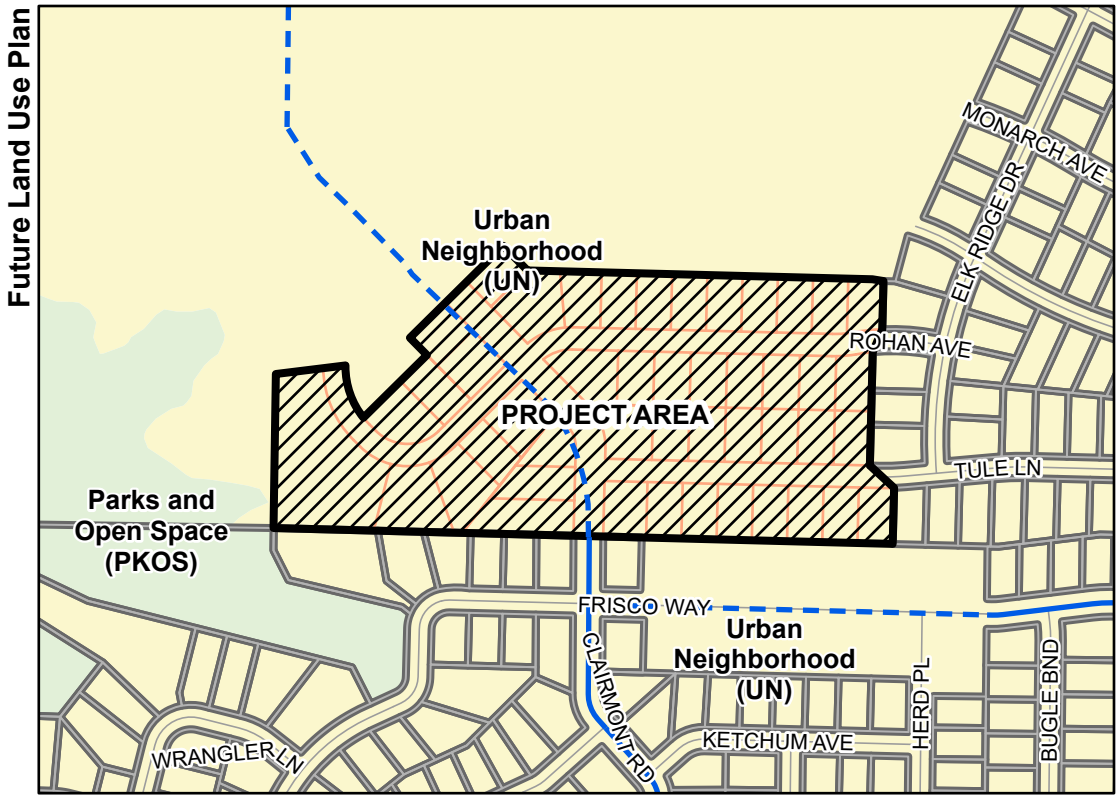
A	Agriculture
RR	Rural Residential
R5	Residential
RMH	Manufactured Home Residential
R10	Residential
RM	Residential Multifamily
RT	Residential (Offices)
HM	Health and Medical
CA	Commercial
CG	Commercial
MA	Industrial
MB	Industrial
PUD	Planned Unit Development
DC	Downtown Core
DF	Downtown Fringe

Future Land Use Plan

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

0 375 750 1,500 Feet

N

City of Bismarck
Planning Department
July 10, 2026

Proposed LDC Zoning

ELK RIDGE FOURTH ADDITION

ZC2026-010

Proposed New Zoning Map

Project Area (zoning within is proposed)

City Limits

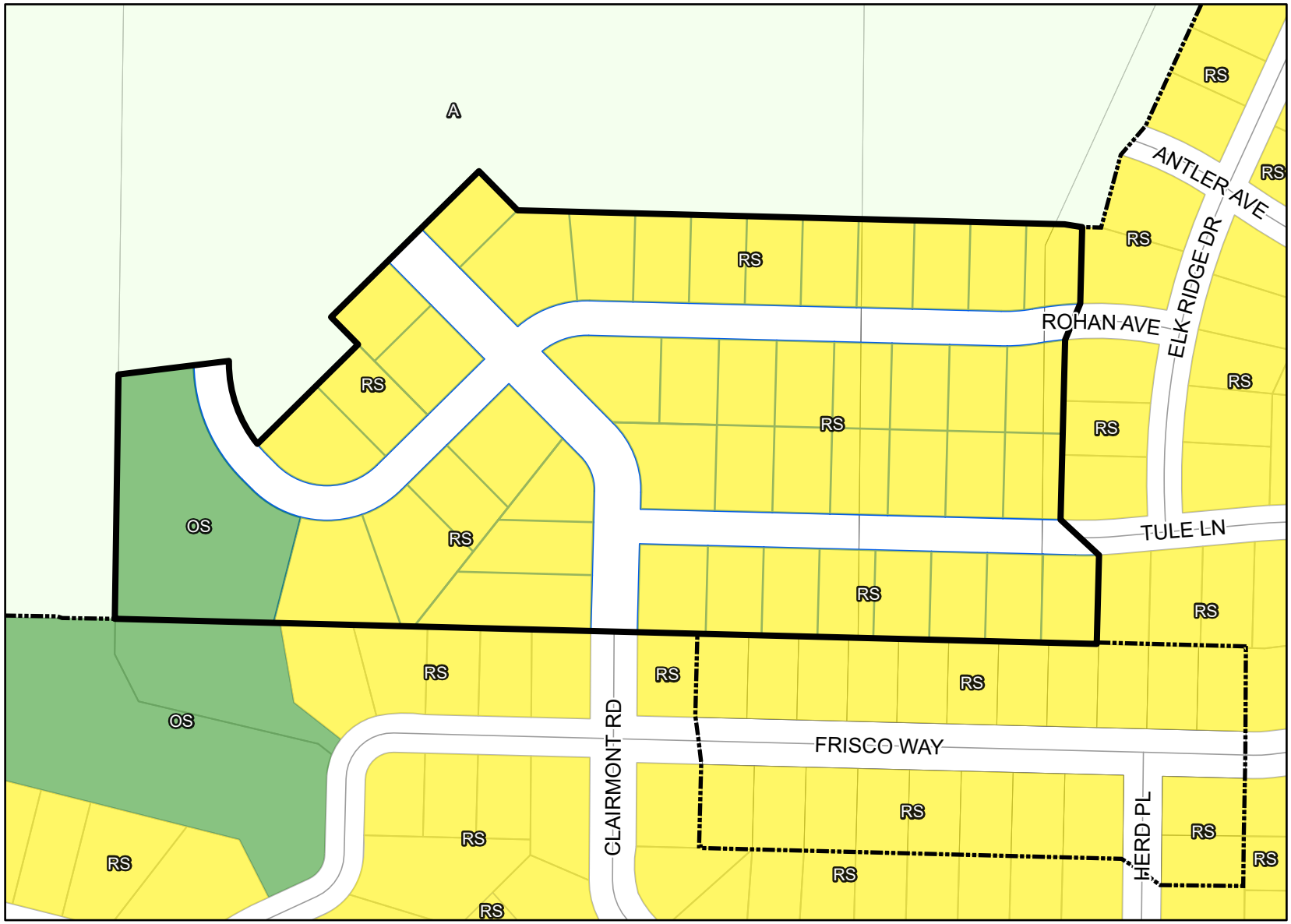
Zoning Districts

A Agriculture
RRE Residential Rural Estate
RR Residential Rural

RS Residential Suburban
RM Residential Multi-Family
RU Residential Urban
RMH Residential Manufactured Housing

RX Residential Mixed
OX Office Mixed
CX Commercial Mixed
CG Commercial General
IX Industrial Mixed
IG Industrial General
DT Downtown

PCI Public Civic Institutional
OS Open Space
PUD Planned Unit Development



0 0.07 0.15 0.3 Miles

City of Bismarck
Planning Department
June 22, 2026

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

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Paradise Commercial Center Addition

REQUEST:
Preliminary subdivision plat titled Paradise Commercial Center Addition, where the Planning and Zoning Commission recommends approval.

BACKGROUND INFORMATION:
MBR Properties LLC is requesting approval of a preliminary subdivision plat titled Paradise Commercial Center Addition.

The applicant chose to opt into the new Land Development Code process which permits preliminary subdivision plats to receive approval recommendations from the Planning and Zoning Commission on the consent agenda without a public hearing.

Standalone preliminary subdivision plats in the new Land Development Code process are seen on the consent agenda by the City Commission unless pulled for further discussion.

The project is located in south Bismarck, in the southeast quadrant of the intersection of South Washington Street and East Burleigh Avenue.

The Planning and Zoning Commission considered this request on August 19, 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 the proposed Paradise Commercial Center 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. BCC Item_Paradise Commercial Center Addition_090826

September 8, 2026

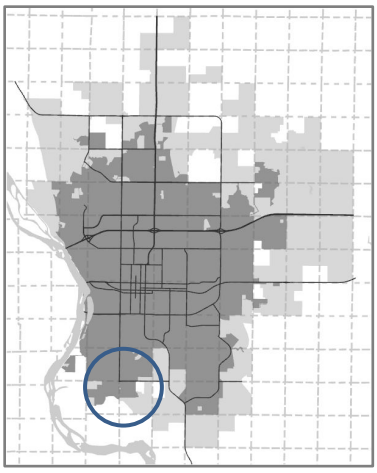
STAFF REPORT

Application for: **Preliminary Plat**

Project ID: **PPLT2026-007**

Project Summary

Title:	Paradise Commercial Center Addition
Status:	Board of City Commissioners - Consideration
Property Owner(s):	MBR Properties LLC
Project Contact:	Mike Tarnoski, Mountain Plains, LLC
Project Location:	In south Bismarck, in the southeast quadrant of the intersection of South Washington Street and East Burleigh Avenue
Project Size:	7.48 acres
Applicant Request:	Replat the area to facilitate future commercial development
PZC Recommendation	Approve
Staff Recommendation:	Approve



Site Information

Existing Conditions		*Proposed Conditions*	
Lots/Blocks:	1 lot in 1 block	*Lots/Blocks:*	5 lots in 1 block
Land Use:	Undeveloped	*Land Use:*	Commercial uses
Future Land Use:	Community Mixed Use (CMU)	*Future Land Use:*	No change
Zoning:	CX-Commercial Mixed Use	*Zoning:*	No change
Uses Allowed:	CX-Commercial and Residential Uses	*Uses Allowed:*	No change

Area Information

Zoning Jurisdiction:	Bismarck City Limits
Township:	N/A (City of Bismarck)
Neighborhood:	Paradise Valley

Property History

Zoned:	08/2022	*LDC Zoning:*	10/2026
Platted:	01/2023		
Annexed:	08/2022		

(continued)

Project Narrative

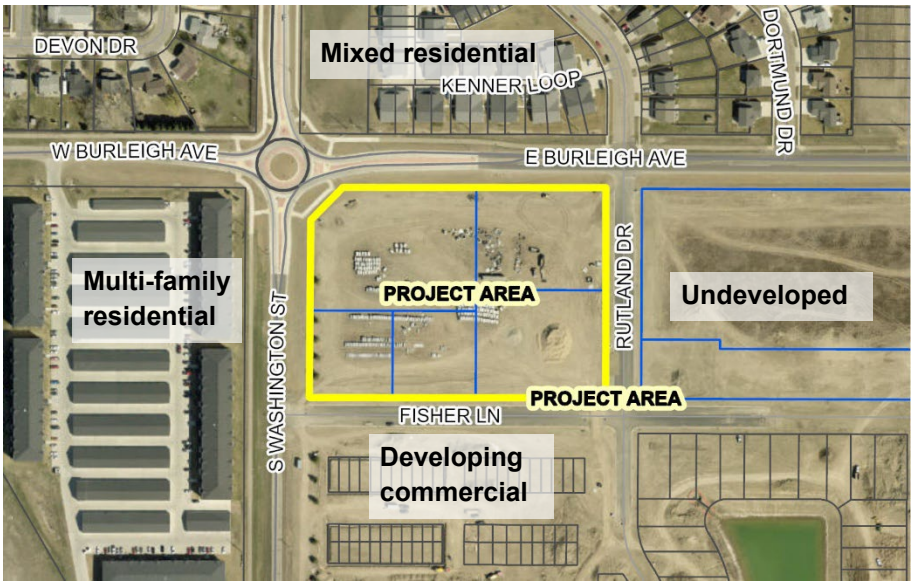
MBR Properties LLC is requesting approval of a preliminary subdivision plat titled Paradise Commercial Center Addition. The project is a proposed replat of Lot 1, Block 1, Paradise Valley Addition, and would change the existing single lot into a five lot in one block subdivision.

The project is following the new complete subdivision process under the recently adopted Land Development Code. As such, because the project is not in conjunction with a zoning map amendment, there was no public hearing with the Planning and Zoning Commission, nor would there be a hearing with the City Commission.

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 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 preliminary subdivision plats are referenced in review standards below.

The project is located in a region of Bismarck that is still developing. To the north are various established residential uses; to the west are multi-family residences; to the east is undeveloped land which is currently being replatted to potentially permit a mixture of commercial and residential uses; and to the south are developing commercial uses.

Public Engagement

The requested preliminary subdivision plat is exempt from public hearing and notification requirements.

The Planning and Zoning Commission received no comments from the public during the public comment period of their August 19, 2026, meeting when this request was considered. The Commission then recommended approval of the request.

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

(continued)

Any written comments received by staff prior to the meeting will be distributed to the City Commission.

Review Standards and Findings of Fact

The request is evaluated according to standards contained within the Comprehensive Plan, Bismarck Code of Ordinances, and relevant state law. Findings of fact, related to land use, are presented in response to each standard.

The 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)

Yes. The following corridors are identified in the Major Street Plan, as existing arterial roadways, and are adjacent to the boundary of the proposed subdivision: East Burleigh Avenue and South Washington Street. 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 secondary vehicular access, per 14-14-04(2), 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. The provision of neighborhood parks and open space is not needed because the proposed preliminary subdivision plat is not an urban subdivision with residential zoning districts.

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), 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

(continued)

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, 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 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, the Planning and Zoning Commission recommended approval of the preliminary subdivision plat titled Paradise Commercial Center Addition

Planning Staff

Based on the above findings, staff recommends approval of the preliminary subdivision plat titled Paradise Commercial Center Addition.

Attachments

1. Zoning and Plan Reference Map
2. Preliminary Plat

(continued)

Staff report prepared by: Isak Johnson, AICP, Planner

701-355-1850 | ijohnson@bismarcknd.gov

Zoning and Plan Reference Map

PARADISE COMMERCIAL CENTER

PPLT2026-007

Label: LDC Zoning (Old Zoning)

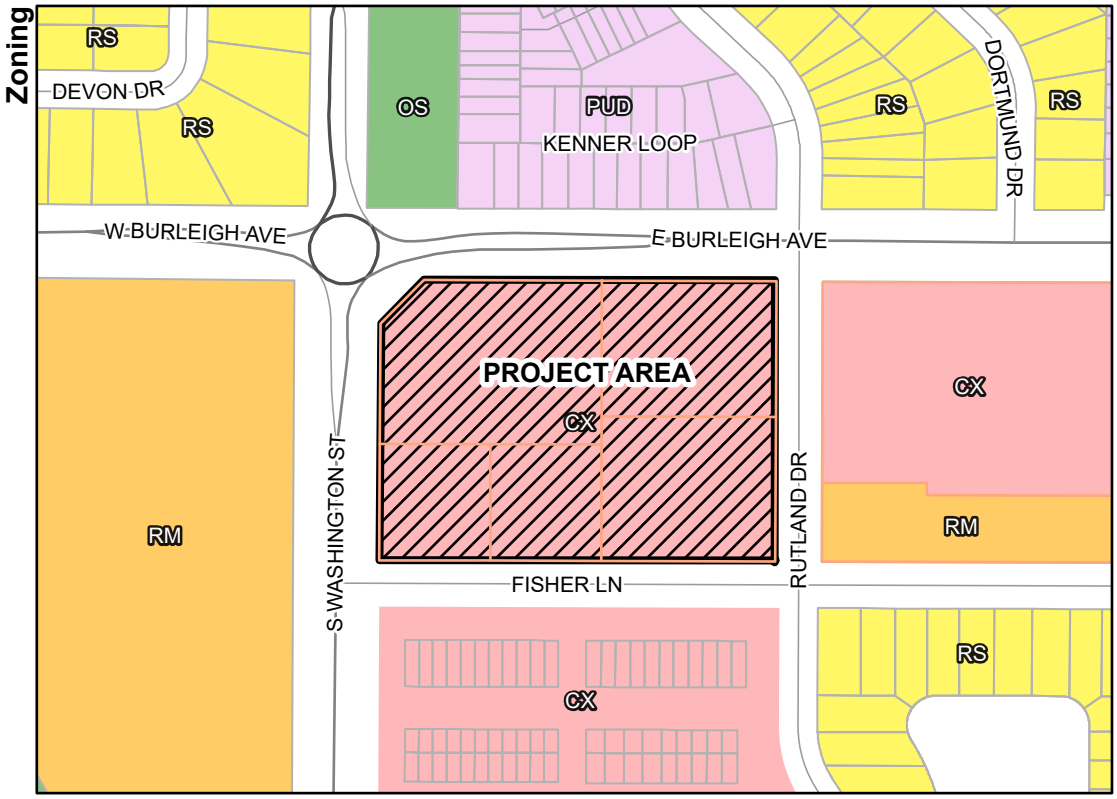
Zoning Districts

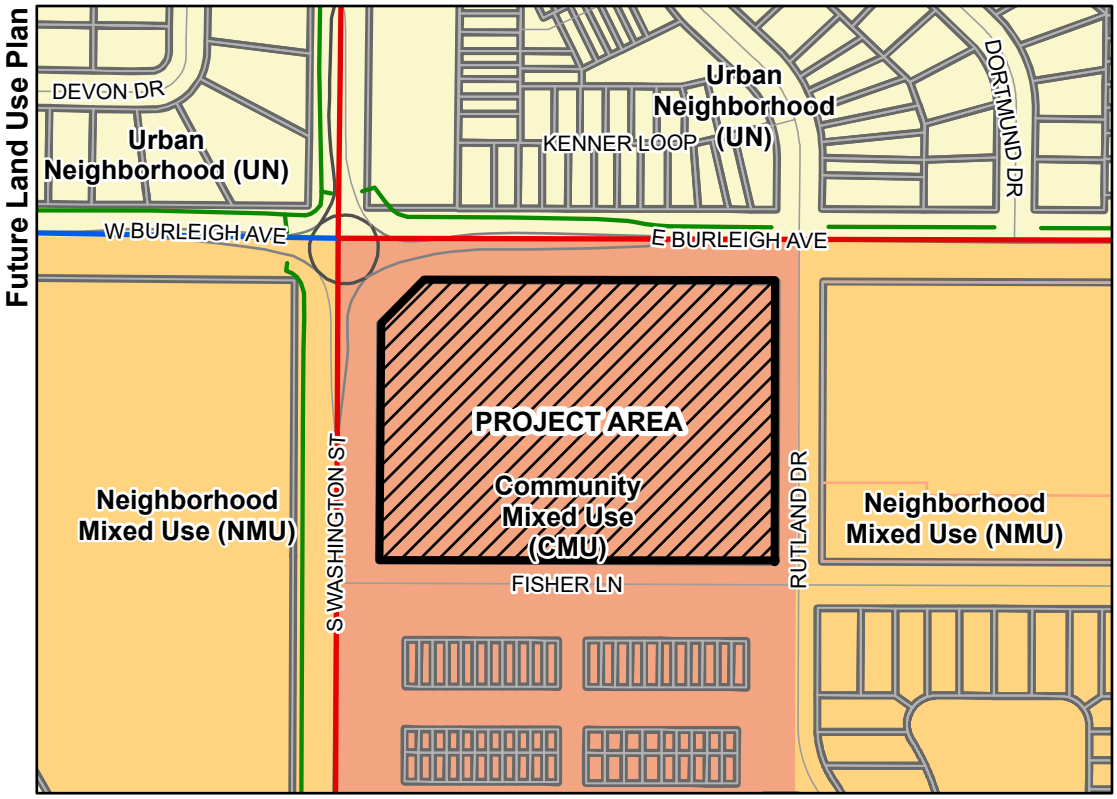
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IMU	Industrial Mixed Use
INS	Institutional
RR	Rural Residential
TR	Transitional Rural
PKOS	Parks/Open Space
URA/ URB	Urban Reserve Mid/Long-Term

Existing Arterial
Future Arterial
Existing Collector
Future Collector
Existing Interstate
Future Interstate
City Limits
Future Shared Use Trail
Existing Shared Use Trail





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0 240 480 960 Feet

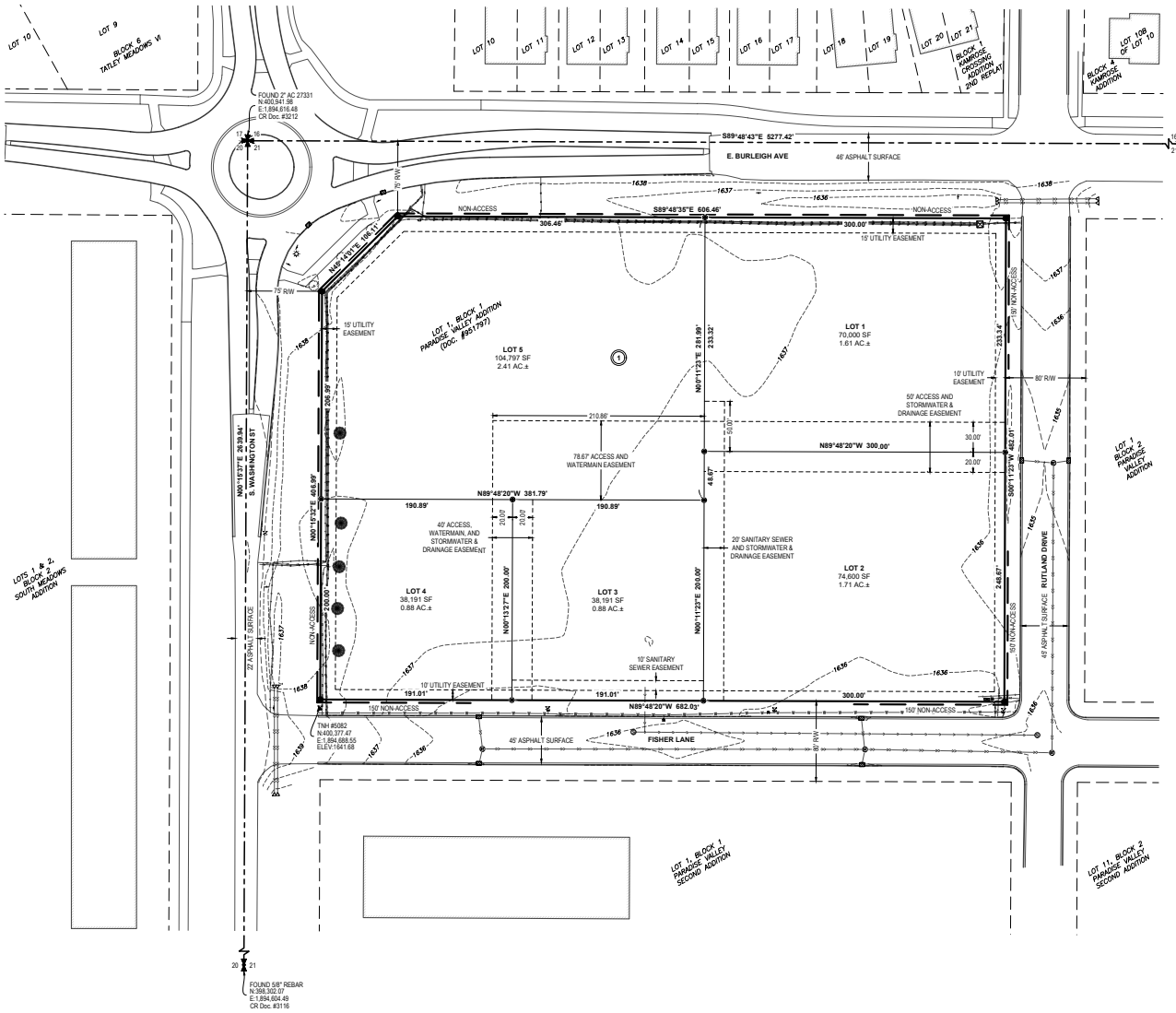
City of Bismarck
Planning Department
August 5, 2026

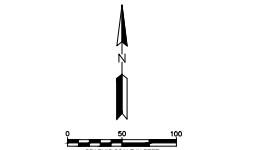
PRELIMINARY PLAT FOR:

PARADISE COMMERCIAL CENTER ADDITION

TO THE CITY OF BISMARCK

A REPLAT OF LOT 1, BLOCK 1 OF PARADISE VALLEY ADDITION,
IN THE NW1/4 OF SECTION 21, TOWNSHIP 138 NORTH, RANGE 80 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA





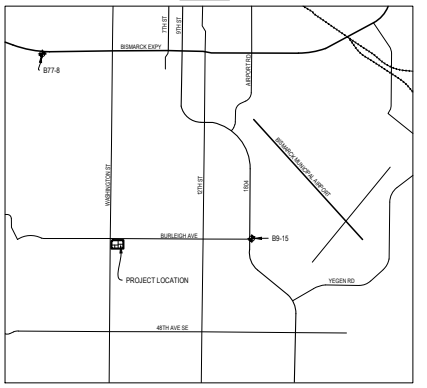
LEGEND

- FOUND MONUMENT "OPC 9628"
- SET 5/8" REBAR YPC STAMPED "TARNOWSKI LS - 27506"
- PLAT BOUNDARY
- PROPOSED EASEMENT
- PROPOSED LOT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT
- SECTION LINE
- NON-ACCESS LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN

PLAT NOTES:

1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. FIELD SURVEY COMPLETED 7/10/2026.
3. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
4. TOTAL LOTS: 5
   TOTAL PLAT: 7.48 ACRES (+/-)
5. ZONING: CONDITIONAL CG
6. BENCHMARKS AT CITY CONTROL B9-15 (ELEV: 1659.73 NAVD88) AND B77-8 (ELEV: 1636.71 NAVD88)
7. THOSE PORTIONS OF RIGHT-OF-WAY APPEARING ON THE PLAT HEREON WERE DEDICATED PER PARADISE VALLEY ADDITION, DOC. #951797, FILED JANUARY 24TH, 2023.

VICINITY MAP



PRELIMINARY

LEGAL DESCRIPTION

A REPLAT OF LOT 1, BLOCK 1 OF PARADISE VALLEY ADDITION (PER DOC. NO. 951797), LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 21, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PLAT CONTAINS 7.48 ACRES, MORE OR LESS, AND SHALL HENCE FORTH BE KNOWN AS PARADISE COMMERCIAL CENTER ADDITION.

OWNER:
MBR PROPERTIES LLC
3860 21ST ST NE, #101
MANDAN, ND, 58554
(701) 391-1119

SURVEYOR:
MICHAEL J. TARNOWSKI, PLS-27506
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE, SUITE A
BISMARCK, ND, 58504
(701) 557-3348

Planning Department

DATE: September 8, 2026

FROM: Daniel Nairn, Planning Department Director

ITEM: Curb Management Study Contract

REQUEST:
Curb Management Study Contract.

BACKGROUND INFORMATION:
The Bismarck-Mandan Metropolitan Planning Organization (MPO) Policy Board, at their meeting July 21, 2026, approved Walker Consultants to lead the Curb Management Study as prime consultant, along with Bolton & Menk serving as subconsultant on the project.

The study will evaluate the urban curb space throughout downtown Bismarck, and potentially at several Bismarck Public School locations. The study will inventory available space within the study area, examine various potential uses for the space (such as on-street parking, loading zones, transit access, micromobility, bike-ped uses, and more), and look at demand management policies and practices for the space. Present and future demands for curb space will be considered, and recommendations for use and management of the curb within the study area will ultimately be provided to the City.

The contract runs through November 30, 2027, with a budget not to exceed $150,000. The MPO will provide 80% of the funding for this study with the remaining 20% local match provided by the City of Bismarck ($30,000).

This is a standard contract using the MPO's contract template with no one-time changes. It is being sent through the City's contract review process as well as review by North Dakota Department of Transportation for scope accuracy and federal funding eligibility.

RECOMMENDED CITY COMMISSION ACTION:
Staff requests approval of the Curb Management Study Contract.

STAFF CONTACT INFORMATION:
Stephen Larson, Transportation Specialist, 701-355-1848, slarson@bismarcknd.gov

ATTACHMENTS:

1. CMS Draft Final Contract

AGREEMENT FOR SERVICES
BETWEEN
WALKER CONSULTANTS
AND THE
BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT, entered into this (_____) day of (_____), (_____), by and between Bismarck-Mandan Metropolitan Planning Organization (hereinafter called BMMPO or Client), and Walker Consultants, Inc. (hereinafter called the Consultant or the Contractor).

WITNESSETH THAT:

WHEREAS, BMMPO desires to retain the Consultant to provide such services with respect to the Client's project known as the Bismarck Curb Management Study (the Project).

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Employment of Consultant and Scope of Work: BMMPO hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform those tasks and activities as outlined in the Consultant's Scope of Work, illustrated on **Exhibit A** attached hereto and incorporated herein by this reference (the Work Plan).

B. Time of Performance: The services of the Consultant are to commence as soon as practicable after execution of this Agreement. All products shall be completed and delivered to BMMPO by the dates as set forth on **Exhibit A**.

C. Conflicts of Interest: No official or employee of a state or any other governmental instrumentality who is authorized in their official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of BMMPO and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

D. Ownership of Work Product: All work products and copyrights of the contract, which result from the contract, are the exclusive property of BMMPO and North Dakota Department of Transportation (NDDOT), with an unlimited license for use by the federal government and its assignees without charge.

E. Personnel & Subcontracting: The Consultant will secure, in accordance with the Scope of Work, all personnel required in performing the services under this contract. The Consultant shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of

BMMPO. Any agreement with a subconsultant does not create a contractual relationship between the BMMPO and the subconsultant.

F. Assignments: The Consultant shall not assign nor transfer the Consultant's interests or duties under this agreement without the express written consent of the Client.

G. Procurement - Property Management: The Consultant shall adhere to 2 CFR 200 when procuring services, supplies, or equipment, which are incorporated into this agreement by reference and are available from BMMPO.

H. Termination:

1. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

2. In addition, BMMPO may terminate this contract effective upon delivery of written notice to the Consultant, or at such later date as may be established by BMMPO, under any of the following conditions:

   a. If BMMPO funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

   b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;

   c. If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this contract is for any reason denied, revoked, or not renewed;

   Any such termination of this contract under (a), (b), or (c), above, shall be without prejudice to anyobligations or liabilities of either party already accrued prior to such termination.

3. BMMPO, by written notice to the Consultant, may terminate the whole or any part of this agreement:

   a. If the Consultant fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   b. If the Consultant fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from BMMPO, fails to correct such failures within ten days or such longer period as BMMPO may authorize.

4. The consultant may terminate this Agreement after 10 days' prior written notice to the Client if the Client breaches this Agreement or fails to pay the Consultant pursuant to the terms of this Agreement and the Client fails to cure within 10 business days after receipt of the consultant's notice, or such longer period of cure as the Consultant may specify in such notice.

5. BMMPO desires continuity of consultant staff throughout the project from the firm chosen. If the Consultant replaces key staff and BMMPO is dissatisfied with replacement staff, the firm chosen will have 30 days from the written notice by BMMPO to supply replacement key staff acceptable to the MPO. If the firm chosen fails to supply acceptable replacement staff within the 30-day period, BMMPO may cancel the contract.

I. Governing Law: Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed.

J. Additional Services: From time to time hereafter, the parties hereto may agree to the performance by the Consultant of Additional Services with respect to the Project. Any such agreement shall be set forth in writing in an Addendum and shall be executed by the respective parties prior to Consultant's performance of any services thereunder. Upon proper completion and execution of any such Addendum, such Addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Addendum were a part of this Agreement as originally executed. The performance of services pursuant to an Addendum shall be subject to the terms and conditions of this Agreement except where the Addendum shall control. In all other respects, any Addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

K. Compensation:

1. The total cost to BMMPO for the performance of work pursuant to this Agreement shall not exceed a total of one hundred and forty-nine thousand seventy hundred and eighteen dollars ($149,718.00). This amount will include ALL project costs including labor, general and administrative overhead, fixed fees, travel, materials, supplies, subcontracts, and miscellaneous.

2. The Consultant shall receive payment pursuant to the following:

    a. Labor Services: BMMPO shall compensate the Consultant for labor services on the basis of hourly rates for person hours spent on the project in accordance with the individual rate schedule outlined in **Exhibit A**.

    b. Reimbursable Expenses: The Consultant shall be reimbursed for actual expenses as shown in **Exhibit A**. These costs shall not exceed the amounts shown in **Exhibit A.**

3. The MPO reserves the right to hold ten percent (10%) of the total contracted invoiced amounts until the MPO believes it has received all of the following to its satisfaction. (This clause may be enforced upon the discretion of the MPO Project Manager.)

    a. Contracted deliverables as described in the RFP and final contract;

    b. Completed tasks as described in the RFP and final contract

L. Allowable Costs and Documentation:

1. Allowable cost must be made in conformance with the project description and the project budget, and

all other provisions of this contract, and:

a. Be necessary in order to accomplish the project.

b. Be reasonable in amount of the goods or services purchased.

c. Be actual net costs to the Consultant (i.e., the price paid minus any refunds, rebates or other items of value received by the Consultant which have the effect of reducing the cost actually incurred).

d. Be incurred (and be for work performed) after the date of this contract, unless specific authorization from BMMPO to the contrary is received.

e. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by BMMPO for its Consultants.

2. All costs charged to the project, including any approved services contributed by the Consultant or others, shall be documented and supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing, in detail, the nature and propriety of the charges.

M. Records: The Consultant shall maintain all accounting and project records BMMPO may require. Such records shall be made available to BMMPO, and the state and federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

N. Method of Payment: BMMPO shall pay the Consultant on a monthly basis. The payment shall be made upon the Consultant's submission of a bill for the previous month's expenses and BMMPO's approval thereof. Such billing shall be made as hereinafter provided in this section.

1. The Consultant shall submit to BMMPO an itemized invoice [identified as INVOICE FOR (month, year)] for the Consultant's eligible costs incurred during that month. BMMPO shall remit the amount of the approved invoice within thirty days of invoice receipt.

2. For the final payment, an itemized invoice (identified as FINAL INVOICE) for the Consultant's remaining eligible costs, shall be submitted upon completion of the project when project deliverables are approved by BMMPO, BMMPO's member jurisdictions, and state and federal grantor agencies. BMMPO shall remit the approved invoice within thirty days of invoice receipt if deliverables are approved.

O. Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

P. Interest of Consultant: The Consultant covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

Q. Publication, Reproduction, and Use of Materials: No material produced in whole or part under this

Agreement shall, during the life of this Agreement, be subject to copyright in the United States or in another country. Permission and approval must be obtained from BMMPO and its state and federal grant agencies before any notification, report, handbook, manual, plan, or intermediate or final results of analyses are published either in the form of paper copies, distributed via mail or email, or published as web-based content. Draft copies of all deliverables must be prepared by the Consultant and reviewed and approved by BMMPO and its state and federal grantor agencies before publication. The Consultant, subject to the approval by BMMPO and its state and federal grantor agencies, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under this Agreement.

R. Risk Management and Liability Considerations: Consultant agrees to adhere and abide to the requirements listed as the "Governmental Entity" or "Governments" in the NDDOT Risk management Appendix in **Exhibit D** as if Consultant were the "Governmental Entity" or "Governments."

S. Deliverables and Products. The consultant shall provide BMMPO with deliverables and product within the established schedule as outlined in **Exhibit A**.

T. Eligibility of Proposer, Non-Procurement Debarment and Suspension Certification, and Restrictions on Lobbying: The Consultant is advised that their signature on this contract certifies that the Consultant and their agent will comply with all provisions of this agreement as well as applicable federal and state laws, regulations, and procedures. Moreover, the Consultant affirms their compliance with the federal Debarment and Suspension Certification (**Exhibit B**) and the Federal Restrictions on Lobbying (**Exhibit C**).

U. Title VI Assurances: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, or income status**, in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to BMMPO under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

   ** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability, 29 U.S.C. 791; and low income, E.O. 12898.

4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Consultant under the contract until the Consultant complies; and/or

   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that, if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States. Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that, if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

7. The Consultant agrees to adhere and abide to the non-discrimination statutes and authorities, as outlined in **Exhibit E**.

V. Disadvantaged Business Enterprise: In the performance of this agreement, the Consultant shall cooperate with BMMPO in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Consultant shall comply with the requirements of 49 CFR Part 26.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. BMMPO DBE program, as required by 49 CFT Part 26 and as approved by NDDOT/USDOT, as incorporated by reference in this agreement. Implementation of this program is a legal obligations and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Consultant of its

failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, inappropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.)

1. The Consultant will include the following paragraph verbatim in any subcontracts they sign relative to this project:

   - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract,which may result in the termination of this contract or such other remedy as the BMMPO deems appropriate.

W. Disability: The Consultant shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.

X. Successors in Interest: The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereby, and their respective successors and assigns.

Y. Notice: All notices, certificates, or other communications shall be considered sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Stephen Larson	Kevin White
Transportation Planner	Director of Planning
Bismarck- Mandan MPO	Walker Consultants
PO Box 5503	7760 France Ave S
221 N 5th St	Suite 820
Bismarck, ND 58506	Minneapolis, MN 55435
701-355-1848	608-514-2004
slarson@bismarcknd.gov	kwhite@walkerconsultants.com

Z. Merger and Waiver: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Consultant, by the signature below of its authorized representative, hereby acknowledges that the Consultant has read this agreement, understands it, and agrees to be bound by its terms and conditions.

AA. BMMPO's Responsibilities: BMMPO shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Designate a person to act as BMMPO's representative with respect to the Services. BMMPO's designee shall have complete authority to transmit instructions, receive information, interpret and define BMMPO's policies and decisions with respect to the Services.

2. Furnish the Consultant with all information, criteria, objectives, date, schedules and standards for the Project and the Services.

3. Examine all drafts, reports, memos, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the Services.

BB. Additional Federal Clauses: The Consultant must comply with all provisions in **Exhibit F**, which is attached and incorporated by reference herein.

CC. Additional Local Clauses: As the City of Bismarck is the Host Agency for the BMMPO, the Consultant must comply with all City of Bismarck's 'Goods and Services when Buying with Federal Funds' provisions. This is **Exhibit G**, which is attached and incorporated by reference herein. Certification Forms referenced in **Exhibit G** shall revert to Exhibit B and Exhibit C for signature.

IN WITNESS THEREOF:

WALKER CONSULTANTS, INC.

_____
Individual Name and Title, as duly authorized

WITNESS: _____

Dated this (_____) day of (_____), (_____).

BISMARCK-MANDAN METROPOLITAN PLANNING ORGANIZATION

_____
Individual Name and Title, as duly authorized

WITNESS: _____

Dated this _____ day of _____, _____.

7760 France Avenue South, Suite 820
Minneapolis, MN 55435
952.595.9116
walkerconsultants.com

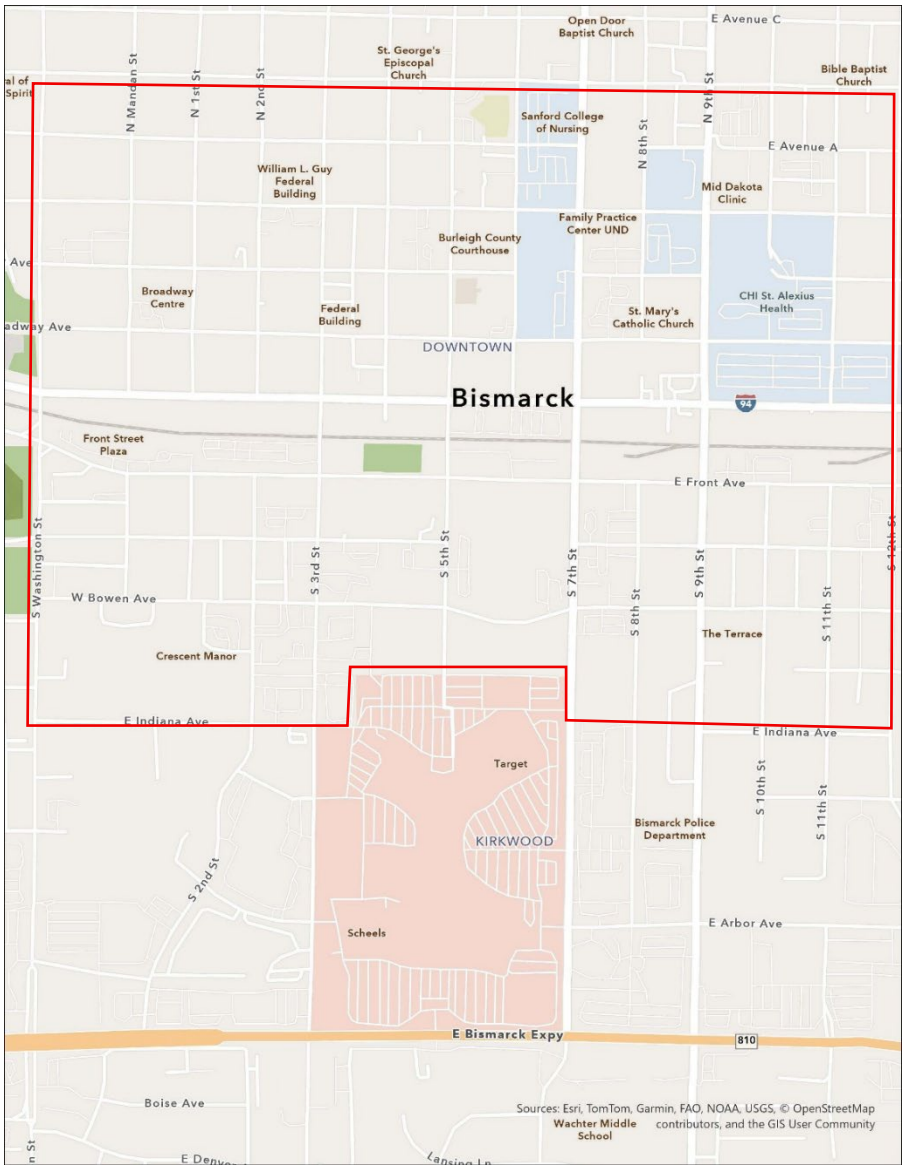
Curb Management Study

Bismarck, North Dakota

Exhibit A – Scope of Services and Schedule

August 17, 2026

For this scope of services, unless stated otherwise, the Study Area shall be defined by the area generally within the boundary displayed below. Early discussions with Bismarck Public Schools (BPS) may lead to additions to the study area (such as Bismarck High School and/or other high-activity locations that are of concern to BPS).



We will perform the following services.

Overall Project Management and Coordination

We will execute the following throughout the life of the project:

1. Conduct a virtual bi-weekly standing call with the project personnel to maintain close communication on project progress and outcomes, and review the project work plan. Take notes and deliver action items following each call.
2. Develop and track a project work plan, record meeting minutes, and keep the project on task and on schedule.
3. Send monthly invoices to the Client for all services rendered, including a summary of work provided and the status of what portion of scope and budget has been used and what is outstanding.
4. Prepare and administer monthly written updates to the MPO, TAC, and Policy Board in brief memorandum summary format.
5. Virtually attend monthly meetings of the MPO TAC and Policy Board, per the discretion of the MPO project manager.
6. Assist the Client and project personnel with forming and administering a project Steering Committee. Attend up to three (3) virtual Steering Committee meetings throughout the project.

Project Management and Coordination Deliverables:

1. **Kick-Off Meeting:** Conduct a kick-off meeting with the Client's project team to understand the drivers for this study, identify goals, and review the planned scope of work.
2. **Project Work Plan:** Prepare and manage a project work plan to manage the tasks, schedule, and budget. We will only make changes to the plan as approved by the Client. The project work plan will include a schedule that identifies tasks, start and end dates, key milestones, project submittal dates, how tasks relate to one another, and critical path items.
3. **Regular Progress Updates:** Provide regular project status updates via email and conference calls. Provide meeting agendas, minutes, and action items.
4. **Project Invoices:** Walker uses an internal electronic accounting system, which prepares monthly invoices and progress reports that track schedule and budget. We will issue monthly invoices to the Client.

Phase 1: Current Conditions Assessment and Discovery (September – December 2026)

Kick-Off and Tour

1.1 Facilitate an in-person kick-off meeting with appropriate project personnel to confirm project objectives, study area, schedule, milestones, roles and responsibilities, project goals and objectives, and the project communications and management plan. In conjunction with the in-person kick-off meeting, participate in a tour of the study area and known curbspace hotspots, led by Client project personnel. The tour may be a combination of walking, biking, bus, and/or transit.

Request for Information

1.2 Develop and submit a request for information (RFI) to appropriate Client and project personnel. Data and information to be requested will include but is not limited to past plans, GIS data, available parking and curbside supply and demand data, financial information, and mobility data, among others.

Project Communication and Stakeholder Engagement

1.3 Develop a draft and final Project Communication and Engagement Plan that identifies the who, what, where, when, why, and how of the public and stakeholder engagement process throughout the project.

1.4 Develop project collateral and information for digital and print correspondence, press releases, and social media.

1.5 In collaboration with project partners, develop a recognizable look, feel, brand, and style for the project that will be used for website design, social media, and to frame all communications about the project.

1.6 In collaboration with project partners, develop an ADA-compliant project website to include up-to-date project information. This proposal assumes the website will be hosted by the MPO or other project partner.

1.7 Develop content for an online survey and/or online engagement platform to be hosted by the MPO and project partners. Once results are collected, extract and evaluate responses and summarize findings and key takeaways.

1.8 Conduct focused business engagement in up to three (3) focus area mixed-use/business corridors, including walking door-to-door and speaking with business owners, conducting informal interviews with business owners, observing curbside operations in front of businesses, speaking with delivery drivers, and directing business owners to project materials and opportunities for involvement.

1.9 To understand needs, issues, and opportunities surrounding curbside management in Bismarck, conduct up to five (5) interviews (may be conducted in the field, e.g., a ride-along with enforcement staff) with staff from the Bismarck Parking Authority and relevant city or public regional agencies that collaborate closely with the Parking Authority and city in managing parking and curbspace.

1.10 Facilitate up to five (5) listening sessions with stakeholders identified in collaboration with project personnel.

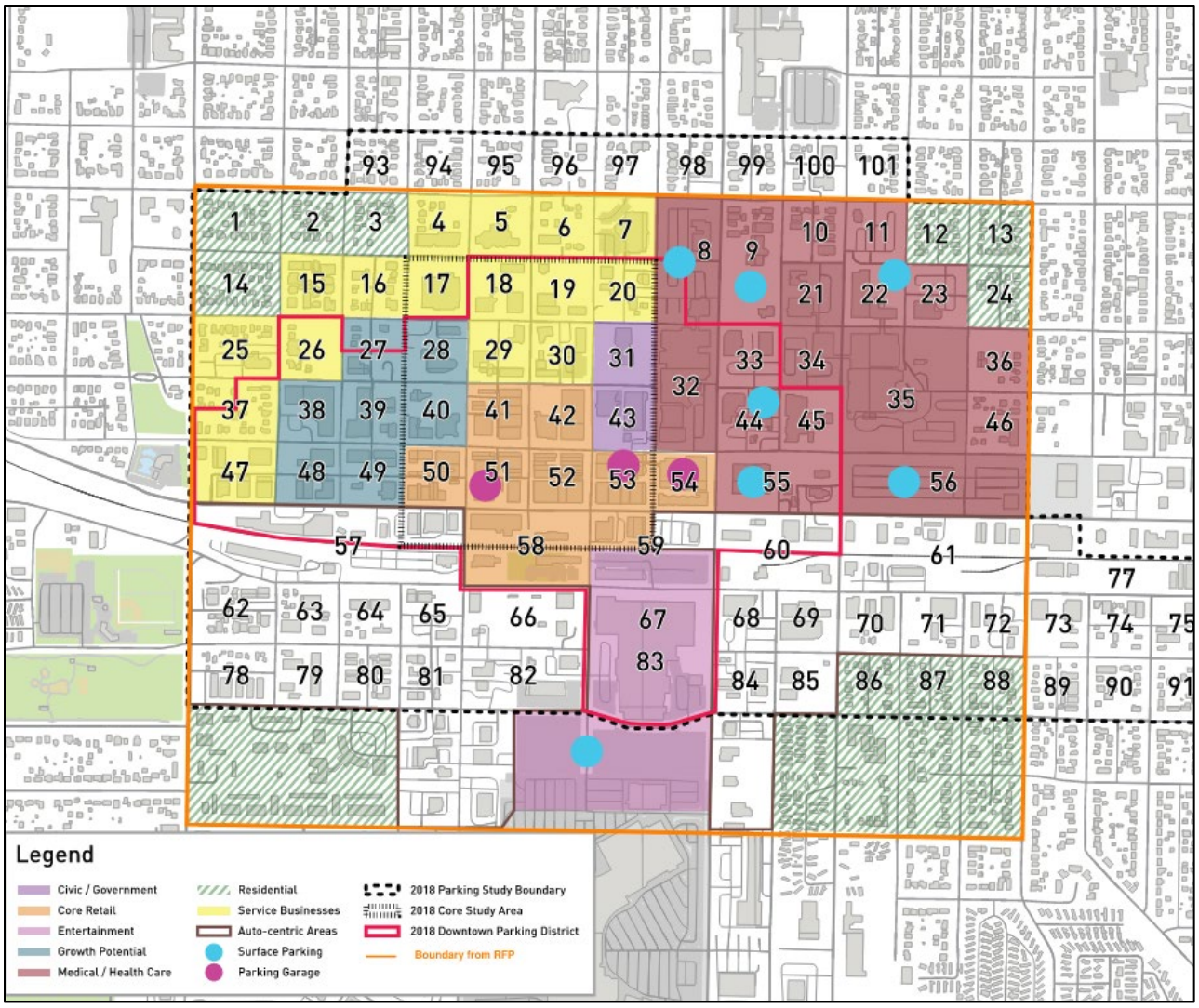
1.11 Plan and host one (1) pop-up engagement event within the study area (e.g., Downtowners Street Fair, Small Business Saturday, or similar community events).

1.12 Plan and host one (1) community open house event focused on existing conditions and opportunities.

1.13 Assemble all notes, findings, and key takeaways following the conclusion of all engagement sessions. Incorporate all into broader project learnings and materials.

Field Data Collection

1.14 Develop field data collection plan, and confirm inventory and occupancy study area in collaboration with the client. The data collection area may include the area depicted below, or additional high activity areas such as Bismarck High School. Blocks will be chosen from the area generally depicted within the map below.



1.15 Using the Bismarck 2018 Parking Study and project partner GIS data as a basis, confirm inventory data for up to one hundred and one (101) blocks of on-street spaces (no off-street counts will be conducted) will include number of spaces, user types, rules/restrictions, time limits, ADA, and loading. For comparison purposes with the Bismarck 2018 Parking Study, these 101 blocks will utilize block numbering from the previous study to the extent possible.

1.16 Collect occupancy data for the identified 101 blocks on one weekday for up to three (3) time periods to capture parking demand activity. Occupancy data will be collected for existing on-street parking areas only. Work with appropriate project personnel to receive off-street parking occupancy data for the same days and times on-street data is collected.

1.17 Collect up to four (4) blocks of vehicle turnover data in key locations to be identified in collaboration with the client.

1.18 Make observations of curbside loading/unloading and parking areas on up to five (5) separate loading areas for up to eight (8) hours within the study area, identified with the Client and project personnel. Field data collected will consist of parking occupancy and dwell time for different types of vehicles, as well as observations of loading zones, transit and bicycle use, and pedestrian demand patterns.

1.19 Complete a desktop review of all private parking assets in the study area.

1.20 Review and summarize collected parking supply and demand data from the study area. Summarize in tabular, graphical, and geographic information systems (GIS). Create an Excel-based parking needs projection model for the downtown study area to make future parking needs projections based on scenarios and conditions determined in collaboration with the client in Phase 2.

Program, Policy, Operations, and Technology Review

1.21 Review, evaluate, and document current ordinances, policies, procedures, and practices to identify deficiencies and opportunities for improvement. Review and analyze land use and zoning for each of the study focus areas, including summarizing potential changes in land use proposed.

1.22 In collaboration with the MPO and City, assess the technology used across the parking and curbside system and evaluate its effectiveness in meeting the operations and management objectives, as well as the changing dynamics and demand on the system. Identify current technologies and use cases, improvements to current technologies, and new technologies that, if adopted, could enhance operations or improve customer service. Review existing enforcement routes and schedules, and identify potential improvements.

1.23 Evaluate the systems, workflows, capacity, and staffing for parking and curbside system marketing, branding, and communications. Assess the effectiveness of these efforts in promoting system objectives and engaging with diverse groups across the curbside system.

1.24 Evaluate current parking and curbside inventory per current ADA and PROWAG requirements, and identify potential improvements.

1.25 Evaluate the use of curbside wayfinding and signage in support of curbside access objectives. Identify deficiencies and opportunities for improvement.

Financial Review

1.26 Review system budgets, revenues, and expenses, as well as the parking and curbside fee structure for curbside and system fees and revenue sources. Review fee structure in relation to system goals and objectives.

Peer Review

1.27 Review the parking and curbside systems of up to three (3) peer cities, identified in collaboration with project personnel and applicable stakeholders. Conduct desktop research on parking rates, policies, and procedures, and follow up with phone interviews where relevant. If desired, connect peer contacts with the City of Bismarck and MPO, where desired and appropriate. Summarize key findings and takeaways to inform project scenarios and outcomes.

Phase 1 Documentation and Report-Out

1.28 Summarize existing conditions in PowerPoint, using figures, tables, maps, and narratives, for project discussion and collaboration. Facilitate a virtual working session/charette with MPO and project personnel to review findings from the first phase of our work, including deficiencies, needs, challenges, and opportunities, coordinate on future conditions, needs, and scenarios, and establish the project's path forward

1.29 Finalize Phase 1 deliverables, listed below.

Phase 1 Deliverables:

1. **Draft and Final Project Communication and Engagement Plan** to detail our approach to community and stakeholder engagement.
2. **Engagement Support:** Preparation of meeting materials, exhibits, and engagement summaries.
3. **Engagement Summary Report:** Report summarizing the process and key takeaways from engagement activities.
4. **Phase 1 current conditions assessment and discovery report:** To include results, key takeaways, and identified needs, issues, and opportunities related to all Phase 1 project tasks and work streams.
5. **Working session/charette:** With city project personnel to discuss Phase 1 findings, coalesce around identified needs, issues, and opportunities, and agree on a path forward.

Phase 2: Scenario Planning and Evaluation (December 2026 – March 2027)

Stakeholder Engagement

2.1 Toward the end of Phase 2, facilitate and host one (1) community open house event focused on draft recommendations.

Scenarios Planning and Recommendations

2.2 Using the baseline parking needs projection models developed in Phase 1 for the study area, project future parking needs for different user groups and demand profiles (e.g., short-term users needing high-turnover parking, residents and office users desiring reserved and long-term permit parking, etc.) over the next 10 years and determine the future parking adequacy (i.e., surplus or shortfall) within the study area based on future market conditions. We will do this for up to two (2) different development scenarios in the study area, identified in collaboration with project personnel.

2.3 Responding to identified needs and challenges, identify and evaluate potential management and policy strategies to manage parking demand and improve the efficiency of on-street and off-street parking and curbside assets. Identify strategies to modernize parking and curbside policies and programs.

2.4 Develop redline modifications to existing City of Bismarck ordinances to support desired curb management outcomes and modernize key curbside programs.

2.5 Based on our Phase 1 assessment, recommend signage, communications, and marketing strategies to advance understanding, compliance, and the operational objectives of the curbside system.

2.6 Summarize the analysis, findings, and outcomes from Phase 2. Facilitate a virtual working session/charrette with MPO and project personnel to review findings from the second phase of our work, focusing on finalizing our recommendations and the path forward on phasing. This meeting may involve drawings, whiteboards, and other interactive and brainstorming activities. This workshop will directly inform the development of the project deliverable.

Phase 2 Deliverables:

1. **Phase 2 scenario evaluation and recommendations summary in PowerPoint format**: Including a summary of evaluation results, results from the parking needs assessment, and the path forward for all project topics and workstreams.
2. **Work session/charette**: To discuss findings and conclusions from Phase 2, finalize recommendations, and the path forward.

Phase 3: Recommendations and Final Plan (March 2027 – November 2027)

3.1 Finalize and consolidate findings, priorities, and recommendations related to mobility, parking, and wayfinding from Phases 1 and 2 to incorporate into the final plan deliverables.

3.2 Finalize the study and develop a draft plan document in collaboration with the client. The plan will address all aspects of parking and curbside operations, management, financial planning, and wayfinding explored in this project. It will include a summary of the process, results, key findings, strategic recommendations, and an implementation work plan with order-of-magnitude cost estimates for proposed recommendations. The draft plan document will be released for a public comment period, in addition to appropriate review by the MPO, the Steering Committee, and the MPO's oversight agencies.

3.3 Virtually present the draft Curb Management Study report to the Bismarck City Commission and the MPO TAC and Policy Board.

3.4 Based on applicable stakeholder feedback, develop and deliver a Curb Management Study report, including the Implementation Roadmap. Relevant appendices will be included with appropriate specifications and analyses.

Phase 3 Deliverables:

1. **Draft Curb Management Study and Strategic Plan**: To include the following:
    - **Existing Conditions Evaluation:** Includes identification of existing curbside needs, issues, and opportunities (includes summary of data collection and stakeholder engagement learnings).
    - **Curbside Management Strategy Toolbox:** Recommended and best-practices-based curbside management tools and strategies, including recommended changes to ordinances, policies, and programs.
    - **Decision-Making Toolkits:** Decision-making workflows for planning and managing curb space related to relevant curbside programs.

- **Curb Management Roadmap/Implementation Plan:** Documentation of recommendations in a phased Curb Management Roadmap/Implementation Plan. We will identify the lead agency for each roadmap strategy, as well as high-level implementation costs.

2. **Virtual presentations to MPO TAC and Bismarck City Commission.**
3. **Final Curb Management Study and Strategic Plan:** Draft and final plan will be in an accessible format, including all items listed above and technical appendices.
4. **Executive Summary,** in written and PowerPoint format
5. **Associated Raw Files:** Including, as applicable, Microsoft Office documents, GIS data (e.g., geodatabases, shapefiles, layers, map packages), and any other source files.

Schedule

We will commence work upon written notice to proceed. The contracted project end date is November 30, 2027.

Bismarck Curb Management Study
8/26/2026
Walker Consultants Proposed Fee Schedule

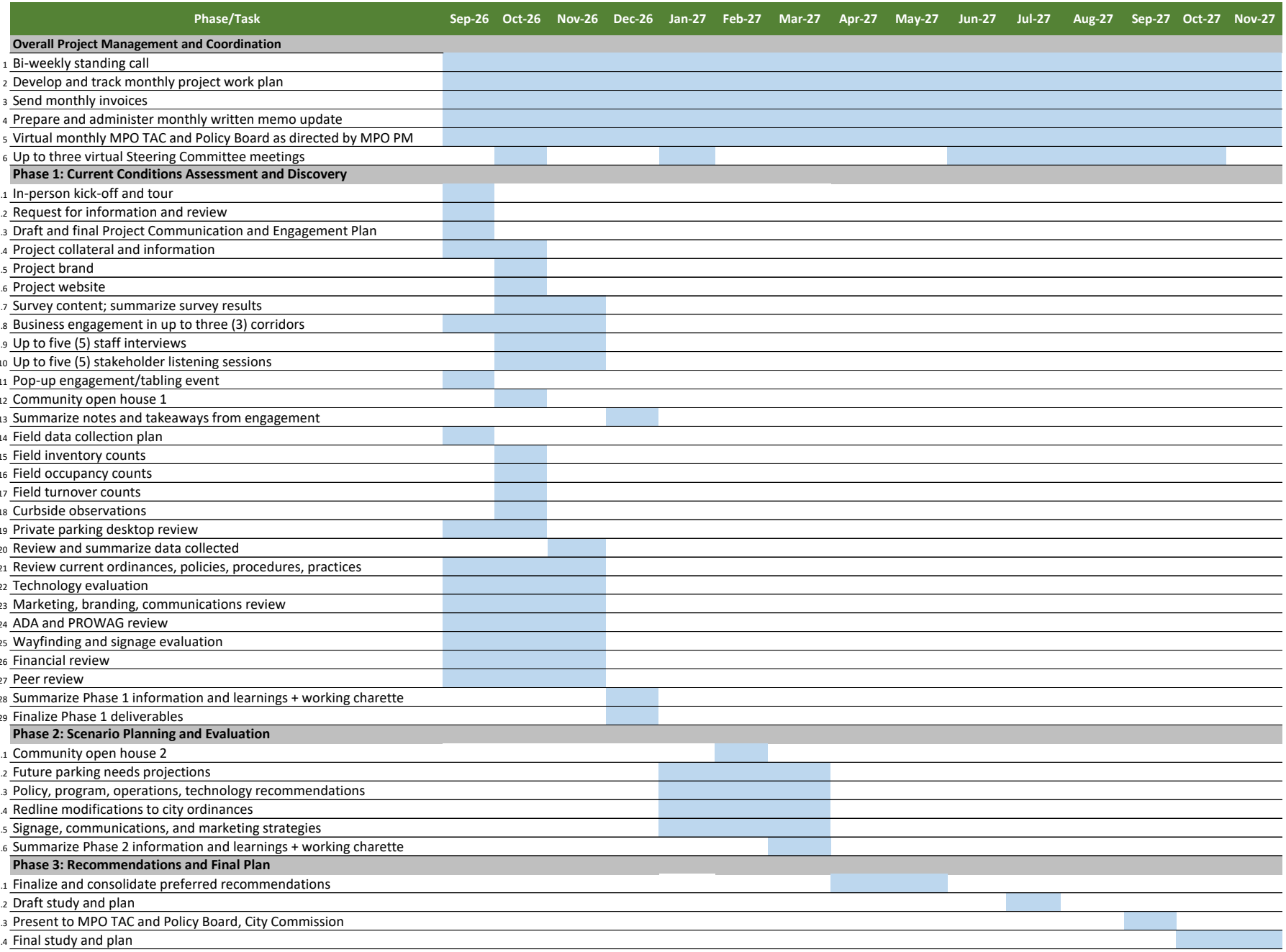
Task Number	Phase/Task	Mancini Nichols	White	Analyst 1	Analyst 2	Walker Admin Support	Total Walker Hours	Total Walker Fee	Total Bolton and Menk Lump Sum Fee
	Fully Loaded Hourly Bill Rate (includes profit and overhead)	**$310.00**	**$310.00**	**$215.00**	**$215.00**	**$140.00**			
Overall Project Management and Coordination									
1	Bi-weekly standing call	4	20	6	6		36	$10,020	$2,664
2	Develop and track monthly project work plan				6		6	$1,290	$0
3	Send monthly invoices					6	6	$840	$0
4	Prepare and administer monthly written memo update				6		6	$1,290	$0
5	Virtual monthly MPO TAC and Policy Board as directed by MPO PM	4	6				10	$3,100	$888
6	Up to three virtual Steering Committee meetings		3				3	$930	$888
	Overall Project Management and Coordination Total	**8**	**29**	**6**	**18**	**6**	**67**	**$17,470**	**$4,440**
Phase 1: Current Conditions Assessment and Discovery									
1.1	In-person kick-off and tour	2	2	2	2		8	$2,100	$0
1.2	Request for information and review		2	8			10	$2,340	$0
1.3	Draft and final Project Communication and Engagement Plan		2				2	$620	$2,262
1.4	Project collateral and information						0	$0	$1,529
1.5	Project brand						0	$0	$3,812
1.6	Project website		2				2	$620	$0
1.7	Survey content; summarize survey results						0	$0	$3,812
1.8	Business engagement in up to three (3) corridors			6	6		12	$2,580	$6,032
1.9	Up to five (5) staff interviews		4	4			8	$2,100	$0
1.1	Up to five (5) stakeholder listening sessions		5	3			8	$2,195	$4,524
1.11	Pop-up engagement/tabling event						0	$0	$2,572
1.12	Community open house 1				2		2	$430	$1,818
1.13	Summarize notes and takeaways from engagement						0	$0	$1,684
1.14	Field data collection plan			2			2	$430	$1,320
1.15	Field inventory counts			2			2	$430	$3,960
1.16	Field occupancy counts			2			2	$430	$3,960
1.17	Field turnover counts			2			2	$430	$3,960
1.18	Curbside observations			2	2		4	$860	$1,320
1.19	Private parking desktop review			8			8	$1,720	$0
1.20	Review and summarize data collected		2	2	2		6	$1,480	$1,980
1.21	Review current ordinances, policies, procedures, practices	4			2		6	$1,670	$0
1.22	Technology evaluation		4	2	2		8	$2,100	$0
1.23	Marketing, branding, communications review				8		8	$1,720	$0
1.24	ADA and PROWAG review	2	2	4			8	$2,100	$0
1.25	Wayfinding and signage evaluation				8		8	$1,720	$0
1.26	Financial review		2	12			14	$3,200	$0
1.27	Peer review				8		8	$1,720	$0
1.28	Summarize Phase 1 information and learnings + working charette		4	8			12	$2,960	$0
1.29	Finalize Phase 1 deliverables		4	8	8		20	$4,680	$0
	Phase 1 Total	**8**	**35**	**77**	**50**	**0**	**170**	**$40,635**	**$44,545**
Phase 2: Scenario Planning and Evaluatino									
2.1	Community open house 2			2			2	$430	$1,508
2.2	Future parking needs projections			8			8	$1,720	$0
2.3	Policy, program, operations, technology recommendations		4	8			12	$2,960	$0
2.4	Redline modifications to city ordinances	6	2				8	$2,480	$0
2.5	Signage, communications, and marketing strategies			4			4	$860	$0
2.6	Summarize Phase 2 information and learnings + working charette		2	8	4		14	$3,200	$0
	Phase 2 Total	**6**	**8**	**30**	**4**	**0**	**48**	**$11,650**	**$1,508**
Phase 3: Recommendations and Final Plan									
3.1	Finalize and consolidate preferred recommendations	2	6	2			10	$2,910	$0
3.2	Draft study and plan	2	6	16	12		36	$8,500	$3,448
3.3	Present to MPO TAC and Policy Board, City Commission		6				6	$1,860	$0
3.4	Final study and plan		4	16	16		36	$8,120	$1,548
	Phase 3 Total	**4**	**22**	**34**	**28**	**0**	**88**	**$21,390**	**$5,080**
	Total Labor Hours	**26**	**94**	**147**	**100**	**6**	**373**	**$91,145**	**$55,573**

Billing rates with labor and overhead	**$297.45**	**$262.52**	**$154.90**	**$131.79**	**$121.38**
Fixed fee (profit): (Fully Loaded Hourly Bill Rate - Billing Rates with Labor and Overhead)	**$12.55**	**$47.48**	**$60.10**	**$83.21**	**$18.62**
Profit %	**4%**	**15%**	**28%**	**39%**	**13%**

Proposed Walker Reimbursable Expenses

Airfare	$	1,200.00	3 round trip air fare x $400 each
Car rental	$	600.00	3 trips x $200 per trip
Lodging	$	700.00	4 person-nights x $175 per night
Food	$	400.00	4 person-days x $100 per day
Printing	$	50.00	Miscellaneous
Incidentals	$	50.00	Miscellaneous
Total Reimbursable Expenses	**$**	**3,000.00**	

Hourly Rate	**$84.30**	**$74.40**	**$43.90**	**$37.35**	**$34.40**			
Subtotal	**$2,191.80**	**$6,993.60**	**$6,453.30**	**$3,735.00**	**$206.40**			
Overhead rate	**252.85%**	**252.85%**	**252.85%**	**252.85%**	**252.85%**			
Total Labor Costs + Overhead	**$7,733.77**	**$24,676.92**	**$22,770.47**	**$13,178.95**	**$728.28**			**$69,088.38**
Profit Fee								**$22,056.62**
Subtotal (Labor + Overhead + Profit Fee)								**$91,145.00**
Direct Expenses (reimbursable expenses + sub-consultants: billed at cost)								**$58,573.00**
Total Not-Exceed Fee								**$149,718.00**


Phase/Task
Sep-26
Oct-26
Nov-26
Dec-26
Jan-27
Feb-27
Mar-27
Apr-27
May-27
Jun-27
Jul-27
Aug-27
Sep-27
Oct-27
Nov-27
Overall Project Management and Coordination
1 Bi-weekly standing call
2 Develop and track monthly project work plan
3 Send monthly invoices
4 Prepare and administer monthly written memo update
5 Virtual monthly MPO TAC and Policy Board as directed by MPO PM
6 Up to three virtual Steering Committee meetings
Phase 1: Current Conditions Assessment and Discovery
1.1 In-person kick-off and tour
1.2 Request for information and review
1.3 Draft and final Project Communication and Engagement Plan
1.4 Project collateral and information
1.5 Project brand
1.6 Project website
1.7 Survey content; summarize survey results
1.8 Business engagement in up to three (3) corridors
1.9 Up to five (5) staff interviews
1.10 Up to five (5) stakeholder listening sessions
1.11 Pop-up engagement/tabling event
1.12 Community open house 1
1.13 Summarize notes and takeaways from engagement
1.14 Field data collection plan
1.15 Field inventory counts
1.16 Field occupancy counts
1.17 Field turnover counts
1.18 Curbside observations
1.19 Private parking desktop review
1.20 Review and summarize data collected
1.21 Review current ordinances, policies, procedures, practices
1.22 Technology evaluation
1.23 Marketing, branding, communications review
1.24 ADA and PROWAG review
1.25 Wayfinding and signage evaluation
1.26 Financial review
1.27 Peer review
1.28 Summarize Phase 1 information and learnings + working charette
1.29 Finalize Phase 1 deliverables
Phase 2: Scenario Planning and Evaluation
2.1 Community open house 2
2.2 Future parking needs projections
2.3 Policy, program, operations, technology recommendations
2.4 Redline modifications to city ordinances
2.5 Signage, communications, and marketing strategies
2.6 Summarize Phase 2 information and learnings + working charette
Phase 3: Recommendations and Final Plan
3.1 Finalize and consolidate preferred recommendations
3.2 Draft study and plan
3.3 Present to MPO TAC and Policy Board, City Commission
3.4 Final study and plan

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
    a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
        1. Debarred
        2. Suspended
        3. Proposed for debarment
        4. Declared ineligible
        5. Voluntarily excluded
        6. Disqualified
    b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
        1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
        2. Violation of any Federal or State antitrust statute, or
        3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
    c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
    d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
    e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
    f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
        1. Equals or exceeds $25,000,
        2. Is for audit services, or
        3. Requires the consent of a Federal official, and
    g. It will require that each covered lower tier contractor and subcontractor:
        1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
        2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
        a. Debarred from participation in its federally funded Project,
        b. Suspended from participation in its federally funded Project,
        c. Proposed for debarment from participation in its federally funded Project,
        d. Declared ineligible to participate in its federally funded Project,
        e. Voluntarily excluded from participation in its federally funded Project, or
        f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Walker Consultants

Signature of Authorized Official _____ Date 6 / 12 2026

Name and Title of Contractor's Authorized Official Kevin White, AICP, PTMP - Director of Planning

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Kevin White, AICP, PTMP - Director of Planning, hereby certify (Name and title of official)
On behalf of Walker Consultants that: (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. $ 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Type Walker Consultants
or print name Kevin White, AICP, PTMP - Director of Planning
Signature of Authorized representative _____ Date 6 /12/ 2026
Signature of notary and SEAL _____

RHYAN ELAINE NELSON
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

State, Federal and Local Clauses

State Clauses

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-25

NDDOT
North Dakota
Department of Transportation

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

EXHIBIT F

Federal Clauses

Required Federal Contract Provisions

COMPLIANCE REVIEW NOTE:

The federal contract provisions contained in this document were reviewed for compliance with applicable regulations as of November 6, 2025. While every effort has been made to ensure alignment with current federal requirements, users are advised that regulatory changes may occur. This document reflects the standards in effect at the time of review and does not constitute a commitment to update contract provisions retroactively unless required by law or funding agency directive.

BUY AMERICA REQUIREMENTS

23 CFR 635.410

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c) (1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

41 CFR 60-1.4(b) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

(a) *Government contracts*. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

* * * * *

(c) *Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.*

(d) *Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.*

(e) *Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.*

(f) *Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.*

2 CFR Part 200 Appendix II (C)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

USDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

49 CFR 26

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be

treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SANCTIONS AND PENALTIES FOR BREACH OF CONTRACT 2 CFR Part 200 Appendix II (A)

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

TERMINATION FOR CAUSE AND CONVENIENCE – 2 CFR PART 200 APPENDIX II (B)

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT CFR Part 200 Appendix II (F)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DEBARMENT AND SUSPENSION 2 CFR Part 200 Appendix II (I)

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT - 2 CFR Part 200 Appendix II (J)

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Local Clauses

Providing Goods and Services to the City
When City is Buying with Federal Funds

Contract Provisions

The following is a list of contract or award provisions a vendor or contractor must sign based on the contract amount.

- If contract is > $250,000, it must contain legal remedies for breach of contract
- If contract is > $10,000, it must contain termination for cause and convenience
- If construction contract, it must contain Equal Employment Opportunity
- If construction contract and > $2,000, it must include Davis-Bacon Act
- If contract is > $100,000 and includes mechanics or laborers, it must include Contract Work Hours and Safety Standards Act
- If contract is a funding agreement for experimental, developmental, or research, it must include Rights to Inventions Made
- If contract is > $150,000, it must contain the Clean Air Act and Federal Water Pollution Control Act
- If contract is > $25,000, it must contain Suspension and Debarment
- If contract is > $100,000, it must contain Byrd Anti-Lobbying
- If State or political subdivision of State and contract is > $10,000, it must contain recovered materials in provision
- All Subawards must include provision of Prohibition of Certain telecommunication and video surveillance services or equipment
- All contracts, subawards and purchase orders must include of indicating domestic preferences for procurements.
- If Contract is $25,000 and over, it must include provision of Waste Fraud and Abuse notification to Federal government 2 C.F.R. §§180.220 and 31 U.S.C. § 3729

An example of contract language for each provision is listed below.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Grantor

The Grantor shall have the following rights in the event that the Grantor deems the Subrecipient guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Grantor for and at the expense of the Subrecipient, either directly or through other Subrecipients;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Subrecipient

Inasmuch as the Subrecipient can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Grantor, the Subrecipient expressly agrees that no default, act or omission of the Grantor shall constitute a material breach of this Contract, entitling Subrecipient to cancel or rescind the Contract (unless the Grantor directs Subrecipient to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Subrecipient to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Grantor will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Subrecipient recognizes that in the event of a breach of this Contract by the Subrecipient before the Grantor takes action contemplated herein, the Grantor will provide the Subrecipient with sixty (60) days written notice that the Grantor considers that such a breach has occurred and will provide the Subrecipient a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Grantor. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Subrecipient mails or otherwise furnishes a written appeal to the Grantor's authorized representative. In connection with any such appeal, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Grantor's authorized representative shall be binding upon the Subrecipient and the Subrecipient shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Grantor's direction or decisions made thereof.

Performance during Dispute
Unless otherwise directed by Grantor, Subrecipient shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Grantor and the Subrecipient arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Grantor is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Grantor or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

a. Termination by Mutual Agreement
This Grant may be terminated by mutual consent of both parties executed in writing.

b. Termination for Lack of Funding or Authority
GRANTOR by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
3) If any license. permit. or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

c. Termination for Cause
GRANTOR may terminate this Agreement effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

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

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

Providing Goods and Services to the City
When City is Buying with Federal Funds

DAVIS-BACON ACT

Davis-Bacon Act, as amended **(40 U.S.C. 3141-3148).**
When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT - 2 CFR Part 200 Appendix II (F)
Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to Federal awarding agency and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Grantor, Federal Emergency Management Grantor, and the appropriate Environmental Protection Grantor Regional Office. (3) The Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency.

Federal Water Pollution Control Act

The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
The Subrecipient agrees to report each violation to the Grantor and understands and agrees that the Grantor will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
The Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency."

DEBARMENT/SUSPENSION

Either language can be added to the agreement, or the entity can sign a certification.
Language added to agreement:
By signing this grant, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by and Department or Grantor of the State or Federal Government.
Or certification to be signed:

Certification Regarding
Debarment, Suspension, Ineligibility
and Voluntary Exclusion

Subrecipient Covered Transactions:
1. The prospective subrecipient of the Grantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the Grantee's subrecipient is unable to certify to the above statement, the prospective subrecipient shall attach an explanation to this form.

SUBRECIPIENT:

_____

Name of Company

Providing Goods and Services to the City
When City is Buying with Federal Funds

_____

Street Address

_____

City, State, Zip

_____

Federal Employer Identification Number (FEIN)

_____

Data Universal Number System (DUNS) or Unique Entity Identifier (UEI)

By: _____
Signature Date

_____

Subrecipient Name

_____

Grantee Agreement Number

BYRD ANTI-LOBBYING AMENDMENT - 2 CFR Part 200 Appendix II (J)
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RESTRICTIONS FOR LOBBYING
Either language can be added to the agreement, or the entity can sign a certification.
Language added to agreement:
Subrecipient assures that:
No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Grantor, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Grantor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
Subrecipient shall require that the language of the Subrecipient Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Subrecipient Assurances.
Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grassroots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative

body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

Or certification to be signed:

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ , hereby certify (Name and title of official)

On behalf of _____ that: (Name of Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. $ 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of Authorized representative _____ Date ___/___/_____

Signature of notary and SEAL _____

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
Competitively within a timeframe providing for compliance with the contract performance schedule.
Meeting contract performance requirements; or
At a reasonable price.
Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Subrecipient agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:
Procure or obtain.
Extend or renew a contract to procure or obtain; or
Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
Telecommunications or video surveillance services provided by such entities or using such equipment.
Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT

The Subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be 6 obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder

or offeror must submit to the Grantor the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Build America Buy America (BABA). The Build America, Buy America Act was enacted as part of the infrastructure Investment Jobs Act (IIJA). Pub L.117-58. The Act establishes a domestic content procurement preference. Section 70912 defines projects to include "the construction, alteration, maintenance, or repair of Infrastructure in United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Any funds obligated by the grantee to the subrecipient are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

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

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

Public Works Service Operations

DATE: September 8, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Bid Award Snow Hauling for Snow Removal Operations

REQUEST:
Permission to award snow hauling contracts to multiple contractors for City snow removal operations.

BACKGROUND INFORMATION:
On August 26, 2026, the Public Works Service Operations Department received bids from contractors to haul snow generated during City snow-removal operations. Contractors were given the option to bid on either a one-year or two-year contract. The City typically enters into contracts with all qualified haulers, utilizing the lowest bidder who has the equipment required for the City's snow-hauling operations, and then selecting the next lowest bidder as warranted. The contract period will run October 1, 2026 through May 31, 2027 and October 1, 2027 through May 31, 2028.

RECOMMENDED CITY COMMISSION ACTION:
Allow the City to enter into one-year and two-year contracts with all contractors, allowing the City to utilize the lowest bidder who has the equipment required for the City's snow-hauling operations, and then selecting the next lowest bidder as warranted.

STAFF CONTACT INFORMATION:
Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Chad Schiermeister, Roads & Street Superintendent, 701-355-1715, option 3, cschiermeister@bismarcknd.gov

ATTACHMENTS:
1. BID TAB Snow Hauling 10.2026-05.2028
2. RFP Haul Snow 2026-27 and 2027-28 Seasons (PDF)

CITY OF BISMARCK PUBLIC WORKS DEPARTMENT

BIDS OPENED 4PM CT, MONDAY, AUGUST 26, 2026

BID TABULATION

HAUL SNOW FROM SNOW REMOVAL OPERATIONS FOR THE CITY OF BISMARCK

CONTRACTOR	*PER HOUR/PER TRUCK 10/1/26 - 5/31/27*	TYPE OF EQUIPMENT	*PER HOUR/PER TRUCK 10/1/27 - 5/31/28*	TYPE OF EQUIPMENT
BASARABA EXCAVATING	$200	Semi Side Dump (1 ea)	$200	Semi Side Dump (1 ea)
	$175	Tandem Axle End Dump (3 ea)	$175	Tandem Axle End Dump (3 ea)
CIRCLE C ENTERPRISES, LLC.	$185	Side Dump (7 ea)	No Bid	No Bid
	$160	End Dump (2 ea)	No Bid	No Bid
GUTHMILLER & SON DIRTWORKS, INC.	$235	Side Dumps	$235	Side Dumps
	$160	Dump Trucks	$160	Dump Trucks
	$225	6x6 Plow Trucks 4 way plow (for helping plow city streets If needed)	$225	6x6 Plow Trucks 4 way plow (for helping plow city streets If needed)
JIA SCHAAF TRUCKING INC	$150	Semi Side Dump	$150	Semi Side Dump
MODERN DIRT WORKS, LLC	$175	Kenworth Tandem Axle Dump Truck (16 ft box)	$175	Kenworth Tandem Axle Dump Truck (16 ft box)
U CALLL I HAUL LLC	$200	Side Dump (2 ea)	$200	Side Dump (2 ea)
	$165	Tri Axle End Dump (1 ea)	$165	Tri Axle End Dump (1 ea)
	$225	30 Yard Roll Off (3 ea)	$225	30 Yard Roll Off (3 ea)

CITY OF BISMARCK

PROPOSAL

TO HAUL SNOW
FOR SNOW REMOVAL OPERATIONS
2026-2027 and 2027-2028 Seasons
BISMARCK ND

WEDNESDAY, AUGUST 26, 2026
BIDS RECEIVED BY 3:00 PM CT
BIDS OPENED AT 4:00 PM CT

OFFICE OF THE CITY ADMINISTRATOR
PO BOX 5503 (221 N 5TH ST, 4TH FLOOR)
BISMARCK ND 58506-5503

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

ADVERTISEMENT

The City of Bismarck (City) is seeking cost proposals to Haul Snow for Snow Removal Operations for Bismarck, ND for the 2026-2027 and 2027-2028 seasons. This proposal covers a two-year period. Contractors may submit a bid for one or both years of the service period.

Sealed bids will be received in the office of the City Administrator, until 3:00 pm CT on Wednesday, August 26, 2026. Bids will be publicly opened and reviewed at 4:00 pm CT on Wednesday, August 26, 2026.

The sealed bid may be mailed to the City Administrator (PO Box 5503, Bismarck ND 58506-5503) or otherwise deposited with the City Administrator (221 North Fifth Street, 4th Floor, Bismarck ND 58501) and shall be sealed and endorsed:

"Haul Snow for Snow Removal Operations"
Name of the person, firm or corporation submitting the bid
Phone contact of person submitting the bid.

Bids must be submitted on blanks furnished by the City of Bismarck and in accordance with specifications and conditions contained therein. Copies of proposal blanks and specifications may be downloaded from the website or obtained from the Public Works Service Operations, 601 S 26th St, Bismarck ND 58504, or Gale Nicholson, pwservice@bismarcknd.gov or 701-355-1707 or 701-355-1700, option 3. All bidders are invited to be present at the opening of the proposal.

The selected contractor(s) must submit a valid Certificate of Insurance (COI) demonstrating all required coverage limits prior to the start of any work or snow hauling services. The COI must be provided no later than three (3) business days before the commencement of work to allow adequate time for staff to verify the certificate. The contractor will not be permitted to begin any work until the COI has been received, reviewed, and approved.

Insurance Requirements: The City of Bismarck shall be named as an additional insured with a Waiver of subrogation written or marked on the policy. Limits of the policy: Commercial General Liability: $2,000,000 Each Occurrence and Automobile Liability: $2,000,000 Combined Single Limit (each accident).

The City shall reserve the right to hold all bids for a period of sixty (60) days, to reject any and all bids, to waive irregularities or to accept such as may be determined to be for the best interest of the City of Bismarck. However, bids which do not comply with mandatory requirements imposed by law or late bids must be rejected.

City of Bismarck
Jason Tomanek
City Administrator

Adv 8/6, 8/13

GENERAL SPECIFICATIONS

1. Bids may be accepted or rejected in the best interest of the City of Bismarck.
2. Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternate bids, incomplete bids, or irregularities of any kind or if they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him. Proposals in which the prices are obviously unbalanced or proposals otherwise regular which are not accompanied by a satisfactory proposal guarantee will be rejected.
3. The right is reserved to cancel any and all awards under this letting for the failure to make delivery within forty-five (45) days due to priorities or any other reason.
4. The total price is to be less federal excise tax for which exemption certificates will be furnished.
5. In the event of a conflict between General Specifications and the Detailed Specifications, the latter will govern.
6. Where it is not readily determinable to the Board of City Commissioners as to the accessories included or not included, the bidder shall attach to the proposal a complete statement listing this information.
7. Purchases by the City of Bismarck are not subject to the North Dakota State Sales Tax.
8. Bids shall be on the bid forms furnished in the specifications packet.
9. The City reserves the right to reject any and all bids and to waive technicalities or to accept such as may be determined to be for the best interests of the City of Bismarck. (Price shall not be the sole determining factor. The City may consider other factors such as ease of use, durability, effectiveness, reliability, or other costs or factors relevant to the operation of the product). The quality of the product, conformity with specifications, suitability to requirements and deliver terms shall all be taken into consideration during evaluation of bids submitted.
10. It is the policy of the City of Bismarck to comply with all laws, rules, regulations, and orders with respect to local preference, non-discrimination, wages and hours and all other applicable laws, rules, regulations, and orders. All suppliers, contractors, and service providers doing business with the City of Bismarck must certify that they are in compliance with all federal, state, and local laws, regulations and orders including but not limited to those regarding non-discrimination, wages and hours, workers compensation and immigration. Failure of compliance may result in the cancellation of any City of Bismarck contract and exclusion from consideration for future contracts.
11. The City of Bismarck reserves the right to terminate the second-year option of the proposal if the costs proposed for the second year are determined to be unacceptable or not in the City's best interest.

Detailed Specifications

Haul Snow for Snow Removal Operations

The City of Bismarck is seeking proposals to haul snow for snow removal operations with the following requirements:

- Contract Period Options: The City of Bismarck reserves the right to terminate the second-year option of the proposal if the costs proposed for the second year are determined to be unacceptable or not in the City's best interest.
  - **One-Year Contract:** October 1, 2026 through May 31, 2027
  - **Two-Year Contract:** October 1, 2026 through May 31, 2028
- Contractor(s) must provide proof of license to do business in the State of North Dakota.
- All fuel, maintenance costs, and repairs will be provided by the Contractor(s).
- The City of Bismarck will not be liable for any damages caused due to snow removal operations.
- Contractor(s) must submit a valid Certificate of Insurance (COI) demonstrating all required coverage limits ***prior to the start of any work or snow hauling services***. The COI must be provided no later than three (3) business days before the commencement of work to allow adequate time for staff to verify the certificate. The contractor will not be permitted to begin any work until the COI has been received, reviewed, and approved.
- Required Documents: The City shall be immediately notified of any cancellation or cessation of insurance coverage. All below dollar values shall be in United States dollars.
  - Copy of Contractor's License *or* Business License to work in the state of ND.
  - Certificate of Workers Compensation Coverage – State: Statutory (if applicable)
  - Certificate of Insurance:
    - City of Bismarck shall be named as an additional insured and written on the policy for the duration of the work or service provided.
    - Waiver of subrogation written or marked on the policy for the duration of the work or service provided.
    - Commercial General Liability: $2,000,000 Each Occurrence
    - Automobile Liability: $2,000,000 Combined Single Limit (each accident)
- Only tandem trucks or larger able to haul 12 or more yards per load shall be bid.
- The City of Bismarck reserves the right to award to multiple bidders.
- The City of Bismarck is looking for a bid price per hour.
- Anticipated hours of operations: Midnight until 8:00 a.m. Based on snow storm totals, additional hours may be needed.

Please contact Chad Schiermeister at (701) 355-1700, option 3, if you have any questions or require further information.

BID FORM

HAUL SNOW FOR SNOW REMOVAL OPERATIONS
2026-2027 and 2027-2028 Seasons
BISMARCK, ND

WEDNESDAY, AUGUST 26, 2026
BIDS RECEIVED BY 3:00 PM CT
BIDS OPENED AT 4:00 PM CT

- Contractor(s) must provide proof of license to do business in the State of North Dakota upon signing the contract.
- Contractor(s) must submit a valid Certificate of Insurance (COI) demonstrating all required coverage limits ***prior to the start of any work or snow hauling services***. The COI must be provided no later than three (3) business days before the commencement of work to allow adequate time for staff to verify the certificate. The contractor will not be permitted to begin any work until the COI has been received, reviewed, and approved.
- Contract Period Options: The City of Bismarck reserves the right to terminate the second-year option of the proposal if the costs proposed for the second year are determined to be unacceptable or not in the City's best interest.
    - **One-Year Contract:** October 1, 2026 through May 31, 2027
    - **Two-Year Contract:** October 1, 2026 through May 31, 2028

All below dollar values shall be in United States dollars.

EQUIPMENT	**2026-2027 RATE/HOUR** 10/1/26 – 5/31/27	**2027-2028 RATE/HOUR** 10/1/27 – 5/31/28

Company (Legal Name) _____

Signature (Authorized) _____

Printed Name _____

Title _____

Maling Address _____

_____
City State Zip

Email Address _____

Telephone/Cell Phone _____

Public Works Service Operations

DATE: September 8, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Bid Award Snow Removal at City Owned Parking Lots and Sidewalks

REQUEST:
Permission to award snow removal for the City/County Building parking lot, Public Library sidewalks and parking lot, Public Health parking lots, and public sidewalk sites to All Seasons Landscape.

BACKGROUND INFORMATION:
The bids for Snow Removal Services for City-Owned Parking Lots and Sidewalks were opened on August 31, 2026. One bid was received; All Seasons Landscape. The contract term is three years. However, the City reserves the right to award the contract based on the best overall cost to the City. The City also reserves the right to award a one-year contract or an automatically renewing contract for up to two additional one-year periods, for each individual group, at the fixed prices submitted in the original bids. Individual groups may be awarded or renewed independently, and some groups may not be renewed. The Invitation to Bid, Addendum, and bid tabulation are included for your review.

RECOMMENDED CITY COMMISSION ACTION:
Award the Snow Removal Services for City-Owned Parking Lots and Sidewalks contract to All Seasons Landscape. The City also reserves the right to award a one-year contract or an automatically renewing contract for up to two additional one-year periods, for each individual group, at the fixed prices submitted in the original bids. Individual groups may be awarded or renewed independently, and some groups may not be renewed.

STAFF CONTACT INFORMATION:
Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Chad Schiermeister, Roads & Street Superintendent, 701-355-1715, option 3, cschiermeister@bismarcknd.gov

ATTACHMENTS:
1. Bid Tab Snow Rem Prkg Lots-Sdwlks Oct 26-Sep 29
2. RFP Snow Rem City-Owned Prkg Lots and Sidewalks Oct 2026-May 2029 (1)(PDF)
3. Addendum 1 - 2026-2028 Snow Removal-Parking Lots_Sidewalks

BID TAB
SNOW REMOVAL OF CITY-OWNED PARKING LOTS AND SIDEWALKS – BISMARCK ND
Three-Year Period (Oct 2026-Sept 2029)
MONDAY, AUGUST 31, 2026: BIDS RECEIVED 3:00 PM CT and

Note : City County Building - Bid price shall include Snow Removal and Snow Hauling Costs.

GROUP A City/County Building	**All Seasons Landscape**
Item	**Contractor A**
2026-2027 Snow Removal <=2"	$ 600.00
2026-2027 Ea Addl Inch Above 2”	$ 20.00
2027-2028 Snow Removal <=2"	$ 625.00
2027-2028 Ea Addl Inch Above 2”	$ 25.00
2028-2029 Snow Removal <=2"	$ 625.00
2028-2029 Ea Addl Inch Above 2”	$ 25.00

GROUP B Veteran's Memorial Library	**All Seasons Landscape**	
Parking Lot Paved Surfaces		
2026-2027 Snow Removal <=2"	$ 275.00	
2026-2027 Ea Addl Inch Above 2”	$ 20.00	
2027-2028 Snow Removal <=2"	$ 300.00	
2027-2028 Ea Addl Inch Above 2”	$ 25.00	
2028-2029 Snow Removal <=2"	$ 300.00	
2028-2029 Ea Addl Inch Above 2”	$ 25.00	
Sidewalk & Egress Paved Surfaces		
2026-2027 Snow Removal <=2"	$ 175.00	
2026-2027 Ea Addl Inch Above 2”	$ 10.00	
2027-2028 Snow Removal <=2"	$ 175.00	
2027-2028 Ea Addl Inch Above 2”	$ 10.00	
2028-2029 Snow Removal <=2"	$ 180.00	
2028-2029 Ea Addl Inch Above 2”	$ 15.00	
Loading & Hauling Snow	**CY**	**Bid Price/Per Load**
2026-2027 Truck Load Capacity (CY)	14-16	$175.00
2026-2027 Truck Load Capacity (CY)	18	$185.00
2026-2027 Truck Load Capacity (CY)	25	$185.00
2027-2028 Truck Load Capacity (CY)	14-16	$200.00
2027-2028 Truck Load Capacity (CY)	18	$200.00
2027-2028 Truck Load Capacity (CY)	25	$200.00
2028-2029 Truck Load Capacity (CY)	14-16	$300.00
2028-2029 Truck Load Capacity (CY)	18	$300.00
2028-2029 Truck Load Capacity (CY)	25	$300.00

BID TAB
SNOW REMOVAL OF CITY-OWNED PARKING LOTS AND SIDEWALKS – BISMARCK ND
Three-Year Period (Oct 2026-Sept 2029)
MONDAY, AUGUST 31, 2026: BIDS RECEIVED 3:00 PM CT and

GROUP C Public Health	All Seasons Landscape	
Parking Lot		
2026-2027 Snow Removal <=2"	$	235.00
2026-2027 Ea Addl Inch Above 2”	$	15.00
2027-2028 Snow Removal <=2"	$	240.00
2027-2028 Ea Addl Inch Above 2”	$	15.00
2028-2029 Snow Removal <=2"	$	240.00
2028-2029 Ea Addl Inch Above 2”	$	15.00
Paved Surfaces		
2026-2027 Snow Removal <=2"	$	160.00
2026-2027 Ea Addl Inch Above 2”	$	15.00
2027-2028 Snow Removal <=2"	$	165.00
2027-2028 Ea Addl Inch Above 2”	$	15.00
2028-2029 Snow Removal <=2"	$	170.00
2028-2029 Ea Addl Inch Above 2”	$	15.00
Loading & Hauling Snow	**CY**	**Bid Price/Per Load**
2026-2027 Truck Load Capacity (CY)	14-16	$160.00
2026-2027 Truck Load Capacity (CY)	18	$160.00
2026-2027 Truck Load Capacity (CY)	25	$170.00
2027-2028 Truck Load Capacity (CY)	14-16	$175.00
2027-2028 Truck Load Capacity (CY)	18	$175.00
2027-2028 Truck Load Capacity (CY)	25	$180.00
2028-2029 Truck Load Capacity (CY)	14-16	$250.00
2028-2029 Truck Load Capacity (CY)	18	$250.00
2028-2029 Truck Load Capacity (CY)	25	$260.00

BID TAB
SNOW REMOVAL OF CITY-OWNED PARKING LOTS AND SIDEWALKS – BISMARCK ND
Three-Year Period (Oct 2026-Sept 2029)
MONDAY, AUGUST 31, 2026: BIDS RECEIVED 3:00 PM CT and

GROUP D City Owned Public Sidewalks	All Seasons Landscape
Site P-1 **9th St railroad underpass**	
2026-2027 Snow Removal <=2"	$ 200.00
2026-2027 Ea Addl Inch Above 2”	$ 15.00
2027-2028 Snow Removal <=2"	$ 200.00
2027-2028 Ea Addl Inch Above 2”	$ 15.00
2028-2029 Snow Removal <=2"	$ 210.00
2028-2029 Ea Addl Inch Above 2”	$ 15.00
Site P-2	
2026-2027 Snow Removal <=2"	$ 125.00
2026-2027 Ea Addl Inch Above 2”	$ 10.00
2027-2028 Snow Removal <=2"	$ 130.00
2027-2028 Ea Addl Inch Above 2”	$ 10.00
2028-2029 Snow Removal <=2"	$ 135.00
2028-2029 Ea Addl Inch Above 2”	$ 15.00
Site P-3	
2026-2027 Snow Removal <=2"	$ 150.00
2026-2027 Ea Addl Inch Above 2”	$ 15.00
2027-2028 Snow Removal <=2"	$ 160.00
2027-2028 Ea Addl Inch Above 2”	$ 15.00
2028-2029 Snow Removal <=2"	$ 160.00
2028-2029 Ea Addl Inch Above 2”	$ 15.00
Site P-4	
2026-2027 Snow Removal <=2"	$ 240.00
2026-2027 Ea Addl Inch Above 2”	$ 15.00
2027-2028 Snow Removal <=2"	$ 240.00
2027-2028 Ea Addl Inch Above 2”	$ 15.00
2028-2029 Snow Removal <=2"	$ 250.00
2028-2029 Ea Addl Inch Above 2”	$ 15.00
Site P-5	
2026-2027 Snow Removal <=2"	$ 220.00
2026-2027 Ea Addl Inch Above 2”	$ 22.00
2027-2028 Snow Removal <=2"	$ 225.00
2027-2028 Ea Addl Inch Above 2”	$ 25.00
2028-2029 Snow Removal <=2"	$ 230.00
2028-2029 Ea Addl Inch Above 2”	$ 23.00
Site P-6	
2026-2027 Snow Removal <=2"	$ 260.00
2026-2027 Ea Addl Inch Above 2”	$ 25.00
2027-2028 Snow Removal <=2"	$ 260.00
2027-2028 Ea Addl Inch Above 2”	$ 25.00
2028-2029 Snow Removal <=2"	$ 260.00
2028-2029 Ea Addl Inch Above 2”	$ 25.00

REQUEST FOR PROPOSAL
SNOW REMOVAL FOR CITY OWNED
PARKING LOTS AND SIDEWALKS
Three-Year Period (Oct 2026-May 2029)
CITY OF BISMARCK

MONDAY, AUGUST 31, 2026
BIDS RECEIVED BY 3:00 PM CT
BIDS OPENED AT 4:00 PM CT

OFFICE OF THE CITY ADMINISTRATOR
PO BOX 5503 (221 N 5TH ST, 4TH FLOOR)
BISMARCK ND 58506-5503

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

ADVERTISEMENT

The City of Bismarck (City) is seeking cost proposals for Snow Removal for City-Owned Parking Lots and Sidewalks for the period of October 15, 2026 through May 15, 2029. This proposal covers a three-year period. The City reserves the right to award the contract based on the best overall cost for the City. The City also reserves the right to award a one-year contract or an automatically renewing contract for up to two additional one-year periods, at the fixed prices submitted in the contractor's original bid.

Sealed bids will be received in the office of the City Administrator, until 3:00 pm CT on Monday, August 31, 2026. Bids will be publicly opened and reviewed at 4:00 pm CT on Monday, August 31, 2026.

The sealed bid may be mailed to the City Administrator (PO Box 5503, Bismarck ND 58506-5503) or otherwise deposited with the City Administrator (221 North Fifth Street, 4th Floor, Bismarck ND 58501) and shall be sealed and endorsed:

"Snow Removal for Parking Lots and Sidewalks"
Name of the person, firm or corporation submitting the bid
Phone contact of person submitting the bid.

Bids must be submitted on blanks furnished by the City of Bismarck and in accordance with specifications and conditions contained therein. Copies of proposal blanks and specifications may be downloaded from the website or obtained from the Public Works Service Operations, 601 S 26th St, Bismarck ND 58504, or Gale Nicholson, pwservice@bismarcknd.gov or 701-355-1707 or 701-355-1700, option 3. All bidders are invited to be present at the opening of the proposals.

In accordance with North Dakota state law, a separate envelope containing a current North Dakota **contractor's license** and a **certified check*** or **bid bond** in the amount of five percent (5%) of the total amount bid must be attached to the outside of the proposal/bid envelope and labeled "Bid Bond". Checks or bonds of the unsuccessful bidders will be returned to them after making the award.

*A *certified check* may be submitted in lieu of a bid bond if *amount of check is less than $10,000.*

The right is reserved to hold all bids for a period of sixty (60) days, to reject any and all bids, to waive technicalities or to accept such as may be determined to be for the best interest of the City of Bismarck.

CITY OF BISMARCK
Jason Tomanek
City Administrator

Adv 8/11 & 8/18

CITY OF BISMARCK
SNOW REMOVAL SPECIFICATIONS

GENERAL CONDITIONS & REQUIREMENTS

1. The Contractor may bid on any or all proposal groups and/or sites to be qualified.
2. Contractor will provide snow removal of parking pavement, parking lots, and/or sidewalks as listed under each group and/or sites. Groups and sites listed below are shown on maps at the end of the Description of Work section.
3. All fuel, maintenance costs, and repair will be provided by the Contractor.
4. Contractor must provide a list of all equipment the Contractor proposes to use on the sites within the group they are bidding.
5. The City of Bismarck will not be liable for any damages caused due to snow removal operations.
6. Snow Loading and Hauling Services: The successful Contractor(s) may haul snow to the Bismarck Landfill at no cost. Availability is contingent on the Contractor pushing the dumped snow up into the existing pile. Failure to do so may result in the City of Bismarck retracting this option. The Contractor may elect to dump snow at a site of their own choosing as well.
7. The successful Contractor must provide a Certificate of Workers Compensation Coverage, as warranted.
8. The successful Contractor(s) must provide a certificate of liability insurance and automobile insurance, prior to starting work, covering all activities within the scope of the contract performed by the Contractor.
   - City of Bismarck shall be named as an additional insured and written on the policy for the duration of the work or service provided.
   - Waiver of subrogation written or marked on the policy for the duration of the work or service provided.
   - Commercial General Liability: $2,000,000 Each Occurrence
   - Automobile Liability: $2,000,000 Combined Single Limit (each accident)
9. *Snow Fall Amounts: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.
10. The City of Bismarck is looking for a bid price per hour for each piece of equipment for snow hauling.
11. The City of Bismarck is looking for a bid price per 2” *snow fall event and a bid price for each additional inch of *snow fall, above the 2”, per event per group and/or site.

12. Term of Agreement: The City reserves the right to award the contract based on the best overall cost for the City. The City also reserves the right to enter into either a one-year agreement or an agreement that includes automatic renewal options for up to two (2) additional one-year terms unless either party shall have cancelled the agreement by giving the other party 30 days' written notice of cancellation. All renewal terms shall be at the fixed prices proposed in the contractor's original submission.

    If Company does not fulfill agreement responsibilities and/or does not give sufficient notification to end the agreement, the Company will not be allowed to submit a quote or participate in the next Snow Removal for City Owned Parking Lot and Sidewalks procurement.

13. Bids will be awarded based on best combination of price and service to fit the snow removal needs for the City of Bismarck.

14. The City reserves the right to reject any or all bids, including bids for individual group or sites.

15. Termination: If the City deems work by the Company unsatisfactory, a written notice will be sent to the Company advising of the deficiency. If corrective action is not taken within 48 hours of the date of notice, the City will terminate the service agreement immediately by written notice.

16. Damages: Any damages to City facilities, including but not limited to curbs, pavements, structures, fences, trees and/or hardscapes caused by the Company during the performance shall be repaired or replaced at the Company's expense. Any damage to private property shall also be paid for by the Contractor causing the damage.

BIDDING AND ADMINISTRATIVE REQUIREMENTS

***Snow Fall Amounts**: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.

GROUP A: CITY/COUNTY BUILDING (221 North 5th Street)

1. Description of Work
Snow Removal of Parking Pavements and Parking Lot

***Snow Fall Amounts**: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.

a. Parking area located on the east side of the building including the alley from Thayer Avenue to Broadway Avenue shall be cleaned of snow prior to 7:00 AM CT Monday – Friday.

b. Loading and hauling of piled snow shall be performed during or directly after snow removal. All sidewalks and pedestrian pathways shall be kept free of piled snow at all times.

d. Work shall be done automatically with two inches (2”) or more of snow* or upon request. Intent is that surfaces are clean by 7:00 AM CT, Monday-Friday. Work done while snow is still occurring shall be timed to have clear surfaces at that designated time. Work done in advance that leaves two inches (2”) or more snow at 7:00 AM CT Monday-Friday will be redone, at no extra cost, to the City and shall be completed within four (4) hours of notice.

e. Snow Loading and Hauling Services: Snow may be hauled to the Bismarck Landfill at no cost to the Contractor. Availability is contingent on the Contractor pushing the dumped snow up into the existing pile. Failure to do so may result in the City of Bismarck retracting this option. The Contractor may elect to dump snow at a site of their own choosing as well.

2. Contract Execution

a. For Automatic Snow Removal Services

(1) Snow removal shall not begin until two inches (2”) or more of snow has already fallen. Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Timing of work shall be planned for pavement to be cleaned by 7:00 AM CT.

(2) In the event of continuing snowfall after 7:00 AM CT, contact the Public Works Facilities Manager or designated representative for direction. Cleaning so early that accumulation at 7:00 AM CT exceeds one inch (1”) will require additional removal at the contractor’s expense, unless coordinated with the Public Works Facilities Manager or designated representative in advance. Snow in excess of specified amount will be compensated as additional snow, not an additional cleaning event, unless agreed to by the Public Works Facilities Manager or designated representative.

b. Work Reports

(1) The successful contractor must complete the Snow Removal Services Work Report form provided by the City of Bismarck. The intention of the completed work report is for the City to verify that the work actually performed meets these work requirements.

(2) The completed report must be received within 24 hours after the work was performed. The completed Snow Removal Service Work Report must be provided via email, fax, or delivered to the Public Works Department, 601 South 26th Street, for the area where work is performed.

(3) When a contractor performs the work on Saturday or Sunday, the completed Work Report must be received no later than 9:00 AM CT the following Monday or within 24 hours, whichever is later.

c. Payment

(1) Payment for snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Snow hauling will be bid as a separate cost and upon request unless noted otherwise.

(2) Invoices for work shall be submitted once per month or as work occurs.

(3) Invoices shall identify the group, each line item on the schedule for the that was completed, and the date of service for each item.

(4) Invoice items shall correspond to Work Reports and submitted within 24-hours of providing the service. Delayed reporting may result in delayed or challenged payment if verification of work is not possible.

GROUP B: VETERAN'S MEMORIAL PUBLIC LIBRARY (515 North 5th Street)

1. Description of Work
Snow Removal of Parking Pavements, Parking Lot, and Sidewalks

***Snow Fall Amounts**: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.

a. Provide snow removal services and cleaning of west and north parking lot, book return drive-thru, and alley along west side of building.

b. Provide snow removal services and cleaning of exits of egress, handicap ramps, stairs and landings, sidewalks, plazas, and other pedestrian public areas.

c. Days and Hours of Snow Removal Services and Cleaning

Monday – Friday: Work shall be done automatically with two inches (2") or more of snow* or upon request. Intent is that surfaces are clean by 7:00 AM CT.

Saturday: Work shall be done automatically with two inches (2") or more of snow* or upon request. Intent is that surfaces are clean by 8:00 AM CT.

Sunday & Holidays: Work shall be done automatically with two inches (2") or more of snow* or upon request. Intent is that surfaces are clean by 11:00 AM CT.

d. Request for snow removal will be provided by the Library Director or designated representative.

e. Snow shall be piled for future removal at an on-site location and coordinated by authorized personnel of the Bismarck Public Library.

f. Work done while snow is still occurring shall be timed to have clear surfaces at that designated time. Work done in advance that leaves two inches (2") or more snow at that designated time will be redone, at no extra cost, to the City and shall be completed within four (4) hours of notice.

g. Snow Loading and Hauling Services: Snow may be hauled to the Bismarck Landfill at no cost to the Contractor. Availability is contingent on the Contractor pushing the dumped snow up into the existing pile. Failure to do so may result in the City of Bismarck retracting this option. The Contractor may elect to dump snow at a site of their own choosing as well.

2. Contract Execution

a. For Automatic Snow Removal Services

(1) Snow removal shall not begin until two inches (2") or more of snow has already fallen. Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Timing of work shall be planned for pavement to be cleaned as specified under Group B, 1c: Days and Hours of Snow Removal Services and Cleaning.

(2) In the event of continuing snowfall after designated days and hours of snow removal services and cleaning, contact the Library Director or designated representative for direction. Cleaning so early that accumulation exceeds one inch (1") will require additional removal at the contractor's expense, unless coordinated with the Library Director or designated representative in advance. Snow in excess of specified amount will be compensated as additional snow, not an additional cleaning event, unless agreed to by the Library Director or designated representative.

c. Work Reports

(1) The successful contractor must complete the Snow Removal Services Work Report form provided by the City of Bismarck. The intention of the completed work report is for the City to verify that the work actually performed meets these work requirements.

(2) The completed report must be received within 24 hours after the work was performed. The completed Snow Removal Service Work Report must be provided via email, fax, or delivered to the Veterans Memorial Public Library, 515 North 5th Street, for the area where work is performed.

(3) When a contractor performs the work on Saturday or Sunday, the completed Work Report must be received no later than 9:00 AM CT the following Monday or within 24 hours, whichever is later.

d. Payment

(1) Payment for snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Snow hauling will be bid as a separate cost and upon request unless noted otherwise.

(2) Invoices for work shall be submitted once per month or as work occurs.

(3) Invoices shall identify the group, each line item on the schedule for the that was completed, and the date of service for each item.

(4) Invoice items shall correspond to Work Reports and submitted within 24-hours of providing the service. Delayed reporting may result in delayed or challenged payment if verification of work is not possible.

GROUP C: PUBLIC HEALTH CENTER (407 South 26th Street)

1. Description of Work
Snow Removal of Parking Pavements and Parking Lot

***Snow Fall Amounts**: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.

a. Parking area located on the south and east side of the building shall be cleaned of snow prior to 7:00 AM CT Monday – Friday.

b. Loading and hauling of piled snow shall be performed during or directly after snow removal. All sidewalks and pedestrian pathways shall be kept free of piled snow at all times.

c. Work shall be done automatically with two inches (2") or more of snow* or upon request. Intent is that surfaces are clean by 7:00 AM CT, Monday-Friday. Work done while snow is still occurring shall be timed to have clear surfaces at that designated time. Work done in advance that leaves two inches (2") or more snow at 7:00 AM CT will be redone, at no extra cost, to the City and shall be completed within four (4) hours of notice.

d. Snow Loading and Hauling Services - Snow may be hauled to the Bismarck Landfill at no cost to the Contractor. Availability is contingent on the Contractor pushing the dumped snow up into the existing pile. Failure to do so may result in the City of Bismarck retracting this option. The Contractor may elect to dump snow at a site of their own choosing as well.

2. Contract Execution

a. For Automatic Snow Removal Services

(1) Snow removal shall not begin until two inches (2") or more of snow has already fallen. Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Timing of work shall be planned for pavement at 7:00 AM CT to be cleaned.

(2) In the event of continuing snowfall after 7:00 AM CT, contact the Public Works Facilities Manager or designated representative for direction. Cleaning so early that accumulation at 7:00 AM CT exceeds one inch (1") will require additional removal at the contractor's expense, unless coordinated with the Public Works Facilities Manager or designated representative in advance. Snow in excess of specified amount will be compensated as additional snow, not additional cleaning events, unless agreed to by the Public Works Facilities Manager or designated representative.

b. Work Reports

(1) The successful contractor must complete the Snow Removal Services Work Report form provided by the City of Bismarck. The intention of the completed work report is for the City to verify that the work actually performed meets these work requirements.

(2) The completed report must be received within 24 hours after the work was performed. The completed Snow Removal Service Work Report must be provided via email, fax, delivered to the Public Works Department at 601 S 26th Street for the area where work is performed.

(3) When a contractor performs the work on Saturday or Sunday, the completed Work Report must be received no later than 9:00 AM CT the following Monday or within 24 hours, whichever is later.

c. Payment

(1) Payment for snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Snow hauling will be bid as a separate cost and upon request unless noted otherwise.

(2) Invoices for work shall be submitted once per month or as work occurs.

(3) Invoices shall identify the group, each line item on the schedule for the that was completed, and the date of service for each item.

(4) Invoice items shall correspond to Work Reports and submitted within 24-hours of providing the service. Delayed reporting may result in delayed or challenged payment if verification of work is not possible.

GROUP D: CITY OF BISMARCK PUBLIC SIDEWALKS

1. Description of Work

Provide snow removal services and cleaning of public sidewalks.

Work shall be done automatically with two inches (2") or more of snow* or upon request. Intent is that surfaces are clean within 12 hours of snowfall.

Site P-1 9th St railroad underpass

a. Sidewalks on both sides from Front Ave to Main Ave.

b. Blow snow into the street next to the curb.

Site P-2 7th St underpass

a. Sidewalks on west side Front Ave to Main Ave and west on Main Ave to McDonald's driveway.

b. Blow snow into the street next to the curb.

Site P-3 Washington St underpass from Broadway Ave to Front Ave

a. East and west sides of street of Washington St from Main Ave to Broadway Ave. Blow snow into the street next to the curb.

b. Sidewalk on east side underpass to Main Ave. Blow snow into the street next to the curb.

c. Main Ave sidewalks east side to west side and loops around back to Washington St. Blow snow into ROW.

Site P-4 Lake Ave and Hill St sidewalk and Walking Trail

a. Sidewalk walking trail north to alley, then blow catwalk snow onto the walkway until it is off the bridge, then clear sidewalk on north Main Ave east to the property owner fence at 400 N Bell St.

b. Blow snow into park; on catwalk blow snow ahead from catwalk bridge to north, blow sidewalk along Main Ave to north into park.

Site P-5 4th St I-94 underpass

a. Sidewalk from south to north DOT chain link ROW fences on both sides of street.

b. Blow snow into the right-of-way.

Site P-6 North Washington I-94 underpass

a. Sidewalk west side from Turnpike Ave to fence on north side of I-94, and east side from south DOT ROW fence to north DOT ROW fence.

b. Blow snow into the right-of-way.

2. <u>Contract Execution</u>

a. For Automatic Snow Removal Services

(1) Snow removal shall not begin until two inches (2”) or more of snow has already fallen. Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Intent is that surfaces are clean within 12 hours of snowfall.

(2) In the event of continuing snowfall throughout the day, contact the Roads & Streets Superintendent or designated representative for direction. Snow in excess of specified amount will be compensated as additional snow, not as an additional cleaning event, unless agreed to by the Roads & Streets Superintendent or designated representative.

b. Work Reports

(1) The successful contractor must complete the Snow Removal Services Work Report form provided by the City of Bismarck. The intention of the completed work report is for the City to verify that the work actually performed meets these work requirements.

(2) The completed report must be received within 24 hours after the work was performed. The completed Snow Removal Service Work Report must be provided via email, fax, or delivered to the Public Works Building, 601 South 26th Street, for each site where work is performed.

(3) When a contractor performs the work on Saturday or Sunday, the completed Work Report must be received no later than 9:00 AM CT the following Monday or within 24 hours, whichever is later.

c. Payment

(1) Payment for snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport. Snow hauling will be bid as a separate cost and upon request unless noted otherwise.

(2) Invoices for work shall be submitted once per month or as work occurs.

(3) Invoices shall identify the group, each line item on the schedule for the that was completed, and the date of service for each item.

(4) Invoice items shall correspond to Work Reports and submitted within 24-hours of providing the service. Delayed reporting may result in delayed or challenged payment if verification of work is not possible.

BID FORM

SNOW REMOVAL OF CITY-OWNED PARKING LOTS AND SIDEWALKS – BISMARCK ND
Three-Year Period (Oct 2026-Sept 2029)

MONDAY, AUGUST 31, 2026
BIDS RECEIVED BY 3:00 PM CT
BIDS OPENED AT 4:00 PM CT

BIDDER: _____ _____, 2026

TO: The Honorable Board of City Commissioners, Bismarck, ND
We the undersigned agree to furnish to the City of Bismarck the following snow removal services:

*Snow Fall Amounts: Snowfall accumulation is based upon snowfall measured by the National Weather Service at the Bismarck Airport.

Note: If electing not to bid a group and/or site, mark that schedule as "NO BID"

GROUP A: CITY/COUNTY BUILDING (221 North 5th Street)	
LOCATION:	**Parking Lot Paved Surfaces:** **East Parking Area and Alley between Thayer Ave to Broadway Ave** **Bid price shall include Snow Removal and Snow Hauling Costs**

2026-2027 Season 10/15/2026 – 5/15/2027		**2027-2028 Season** 10/15/2027 – 5/15/2028		**2028-2029 Season** 10/15/2028 – 5/15/2029	
Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"
$	**$**	$	$	$	$

GROUP B: VETERAN'S MEMORIAL PUBLIC LIBRARY (515 North 5th Street)

LOCATION **515 N 5th Street** **Bismarck ND 58501**	**2026-2027 Season** 10/15/2026 – 5/15/2027		**2027-2028 Season** 10/15/2027 – 5/15/2028		**2028-2029 Season** 10/15/2028 – 5/15/2029	
	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"
Parking Lot Paved Surfaces North and West Lots of Veteran's Memorial Public Library	**$**	**$**	$	$	$	$
Sidewalk and Egress Paved Surfaces Exits of Egress and Sidewalks	**$**	**$**	$	$	$	$
TOTALS	**$**	**$**	$	$	$	$

Loading & Hauling Snow	***Bid Price/Per Load*** *2026-2027 Season* *10/15/2026 – 5/15/2027*	***Bid Price/Per Load*** *2027-2028 Season* *10/15/2027 – 5/15/2028*	***Bid Price/Per Load*** *2028-2029 Season* *10/15/2028 – 5/15/2029*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	$	$	$

GROUP C: PUBLIC HEALTH CENTER (407 South 26th Street)

LOCATION **407 S 26th Street** **Bismarck ND 58504**	**2026-2027 Season** 10/15/2026 – 5/15/2027		**2027-2028 Season** 10/15/2027 – 5/15/2028		**2028-2029 Season** 10/15/2028 – 5/15/2029	
	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"
Parking Lot South side of building	**$**	**$**	$	$	$	$
Paved Surfaces East of building	**$**	**$**	$	$	$	$
TOTALS	**$**	**$**	$	$	$	$

Loading & Hauling Snow	***Bid Price/Per Load*** *2026-2027 Season* *10/15/2026 – 5/15/2027*	***Bid Price/Per Load*** *2027-2028 Season* *10/15/2027 – 5/15/2028*	***Bid Price/Per Load*** *2028-2029 Season* *10/15/2028 – 5/15/2029*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	*$*	*$*	*$*
Truck Load Capacity (CY):	$	$	$

GROUP D: CITY OF BISMARCK PUBLIC SIDEWALKS

LOCATION **Sidewalk and Egress Paved Surfaces**	**2026-2027 Season** 10/15/2026 – 5/15/2027		**2027-2028 Season** 10/15/2027 – 5/15/2028		**2028-2029 Season** 10/15/2028 – 5/15/2029	
	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"	Bid Price/Per 2" Snow Fall Event	Bid Price/Per Event Ea Addl Inch Above 2"
Site P-1 9th St railroad underpass	$	$	$	$	$	$
Site P-2 7th St underpass	$	$	$	$	$	$
Site P-3 Washington St underpass from Broadway Ave to Front Ave	$	$	$	$	$	$
Site P-4 Lake Ave and Hill St sidewalk and Walking Trail	$	$	$	$	$	$
Site P-5 4th St I-94 underpass	$	$	$	$	$	$
Site P-6 North Washington I-94 underpass	$	$	$	$	$	$
Totals	**$**	**$**	$	$	$	$

- **Contractor: -**Attach List of Snow Removal Equipment (Description) with your bid.

- In accordance with North Dakota state law, a separate envelope containing a current North Dakota **contractor's license** and a **certified check*** or **bid bond** in the amount of five percent (5%) of the total amount bid must be attached to the outside of the proposal/bid envelope and labeled "Bid Bond". Checks or bonds of the unsuccessful bidders will be returned to them after making the award.

  *A *certified check* may be submitted in lieu of a bid bond if *amount of check is less than $10,000.*

Company (Legal Name) _____

Signature (Authorized) _____

Printed Name _____

Title _____

Maling Address _____

_____

City State Zip

Email Address _____

Telephone ( ) _____

Cell Phone ( ) _____

ADDENDUM NO. 1

TO

REQUEST FOR PROPOSAL

SNOW REMOVAL FOR CITY OWNED

PARKING LOTS AND SIDEWALKS

Three-Year Period (Oct 2026-May 2029)

CITY OF BISMARCK, NORTH DAKOTA

BID SUBMITTAL: August 31, 2026 3:00 PM

BID OPENING: August 31, 2026 4:00 PM

This Addendum modifies the above referenced Invitation for Bids ("IFB"). Except as expressly modified below, all other terms, conditions, and requirements of the IFB remain unchanged.

Removal of Bid Bond Requirement

The Bid Bond requirement is hereby removed from this Request for Proposal. Bidders are not required to submit a Bid Bond with their proposal. This Addendum also deletes all references to a Bid Bond within the RFP in their entirety

---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

8-24-26
Date

Public Works Service Operations

DATE: September 8, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Time Ext (Amendment 1) to Fuel Station - KLJ Engineering LLC

REQUEST:
Extend the Fuel Station agreement with KLJ Engineering LLC through December 31, 2026.

BACKGROUND INFORMATION:
An agreement was entered on 2/25/2026 with KLJ Engineering LLC for the design and layout of the new fuel station at Public Works. A time extension to 12/31/2026 is requested to allow completion of their project responsibilities and to finalize invoicing, payment, and contract closeout. There is no cost increase for this change.

RECOMMENDED CITY COMMISSION ACTION:
Approve Amendment 1 extending the deadline to December 31, 2026, allowing KLJ Engineering LLC to complete their project responsibilities and finalize invoicing, payment, and contract closeout. There is no cost increase for this change.

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

ATTACHMENTS:
1. Amendment 1 Fuel Station_KLJ Eng LLC_Exp 12.31.26

DEPARTMENT

City Department	**Public Works - Service**		
Contractor/Consultant	**KLJ Engineering LLC**		
Contract Number	**2026-44**	Change Order Number	**1**
Project Number	**FLEET.FUELFARM.202**	Amendment Date	**4/30/2026**
Project Description	**Fuel Station at Public Works**		
Original Contract Amount	**$ 9,950.00**	*Contract + Contingency	**$ -**
Previous Contract Amount	**$ 9,950.00**		
Amendment Amount	**$ -**		**ACTION REQUIRED SEE BELOW**
Proposed Contract Amount	**$ 9,950.00**	**EXCEEDS CONTINGENCY**	
Within Project Scope	**YES**	Within Project Funding	**YES**
Original Completion Date	**2/25/2026**	Change in Completion Date	**NO**
Revised Completion Date	**12/31/2026**	*309* *Day Time Extension*	
Type of Change Order	**Design-related**		

Description:

Project: 'FLEET.FUELFARM.2026 Extend Agreement Services completion date from 4/30/26 to 12/31/26. Article A1.01.B – Engineer shall complete its Services within the following specific time period: Approximately 2/19/26 to 12/31/2026. The compensation amounts stipulated in Paragraph 2.02 is conditioned on a period of service not exceeding 12/31/2026.
AMENDMENT SCOPE & SCHEDULE: Exhibit A Modifications:
Project Schedule
Final Design: 2/19/2026 – 6/1/2026
Bidding: 6/1/2026 – 7/14/2026
Construction: 8/3/2026 – 12/31/2026

Project Manager Signature
(≤$25,000, ≤7 Calendar Day time extension) _____ Date **SIGN HERE**

Department Head Signature
(≤$50,000, ≤30 Calendar Day time extension) _____ Date **SIGN HERE**

ADMINISTRATION

City Administrator Signature
(≤$100,000, ≤60 Calendar Day time extension) _____ Date

COMMISSION APPROVAL

Commission Approval Date **9/8/2026** **COMMISSION APPROVAL REQUIRED**

FISCAL

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 2024-01126-1

Background Data

a. Effective Date of Engineer-Owner Agreement: February 25, 2026

b. Engineer: KLJ Engineering, LLC

c. Owner: City of Bismarck

d. Project: Bismarck Public Works Fuel Tank & Dispenser Upgrades

e. This Part of the Project: Bidding and Construction Phase

Nature of Amendment (check all that apply)

☐ Additional services to be performed by Engineer

☐ Modifications to services of Engineer

☐ Modifications to responsibilities of Owner

☐ Modifications to payment to Engineer

☒ Modifications to time(s) for rendering Services

Description of Amendment Modifications:

AGREEMENT**:**

Extend Agreement Services completion date from 4/30/26 to 12/31/26.

Article A1.01.B – Engineer shall complete its Services within the following specific time period: **Approximately 2/19/26 to 12/31/2026**. The compensation amounts stipulated in Paragraph 2.02 is conditioned on a period of service not exceeding 12/31/2026.

AMENDMENT SCOPE & SCHEDULE:

Exhibit A Modifications:

Project Schedule
Final Design: 2/19/2026 – 6/1/2026
Bidding: 6/1/2026 – 7/14/2026
Construction: 8/3/2026 – 12/31/2026

No Work pertaining to each individual phase shall be completed by the Engineer after the dates for each individual phase of work listed in the project schedule above.

The Engineer does not have a known scope of work for the Construction Phase. It is likely that the Engineer's Services will not be required during this Phase. If the Engineer's Services are required during construction, the Owner will notify the Engineer and the Engineer will complete the work on an hourly basis. If the Engineer determines that the Work can't be completed within the remaining project budget, written approval of the Work will be provided by the Owner via an Amendment or other similar means.

Parties:
Constructor – O'Day Equipment, LLC – Shall be synonymous with Contractor in this document

Agreement Summary

a. Original agreement amount:	$ 9,950.00	Hourly
b. Net change for prior amendments:	$ 0.00	Hourly
c. This amendment amount:	$ 0.00	Hourly
d. Adjusted Agreement amount:	$ 9,950.00	Hourly

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 30, 2026.

ENGINEER: KLJ Engineering LLC

By: Mark Anderson

Title: Senior Vice President, PWT

Date Signed: August 6, 2026

OWNER: City of Bismarck

By: Michel Schmitz

Title: President, Board of City Commission

Date Signed:

Public Works Utility Operations

DATE: September 8, 2026

FROM: Michael Mart, Public Works Utility Operations Director

ITEM: Amendment No. 11 with HDR for WTP Expansion Project

REQUEST:
Amendment No. 11 with HDR Inc for the Water Treatment Plant (WTP) Expansion Project.

BACKGROUND INFORMATION:
On August 11, 2026, the City Commission approved proceeding with additional funding sources for the Water Treatment Plant Expansion Project. As a result of the GMP 6 SRF funding strategy as well as the Cost Model completed by the Construction Manager at Risk (CMAR) at the previous preliminary design milestones and the subsequent CMAR Cost Optimization analysis and funding evaluation process, the project design schedule, scope, and sequencing have been altered, modifying specific tasks while extending others to meet the new project schedule. The SRF funding application process also requires the completion of the Facility Planning process with ND DEQ, including the associated environmental and related agency coordination process. These services by HDR are required to advance the project loan application process as well as the design to the construction phase. The amount of the amendment is $496,000 and extends the date of the design services agreement from December 31, 2026 to May 31, 2027. The amendment is attached for review.

RECOMMENDED CITY COMMISSION ACTION:
Approve Amendment No. 11 with HDR, Inc for the WTP Expansion Project in the amount of $496,000 and time extension to May 31, 2027.

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

ATTACHMENTS:
1. HDR Amendment #11

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 11

Owner: City of Bismarck, North Dakota

Engineer: **HDR Engineering, Inc.**

Project: Water Treatment Plant Expansion Project

Effective Date of Owner-Engineer Agreement: **July 20th, 2023**

Nature of Amendment:

- ☑ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☑ Modifications of payment to Engineer
- ☑ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

See Amendment No. 9, Attachment A

Agreement Summary:	Engineering Services related to Planning, Design, Bidding, and CMAR tasks for the WTP Expansion Project as described in Owner-Engineer Agreement
Original agreement Amount:	$ 4,441,226
Net Change for prior amendments:	$ 3,370,354
This amendment amount:	$ 496,000
Adjusted Agreement Amount:	$ 8,307,580
Change in time for services:	May 31st, 2027

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **September 8, 2026.**

Owner	Engineer
City of Bismarck, North Dakota	HDR Engineering, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: _____
(date signed)	(date signed)
Name: Michael T. Schmitz	Name: Jason Kjenstad
(typed or printed)	(typed or printed)
Title: President Board of Commissioners	Title: Sr. Vice President
(typed or printed)	(typed or printed)

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ATTACHMENT A

SCOPE OF SERVICES

WATER TREATMENT PLANT EXPANSION – AMENDMENT NO. 11
Bismarck Water Treatment Plant
Bismarck, North Dakota

August 31st, 2026

SCOPE OF SERVICES

In addition to the scope of the original executed Agreement and previous Amendments (No. 1-10) this Amendment (No. 11) shall add the described Scope of Services for HDR Engineering, Inc. ("ENGINEER") to provide design and CMAR services for the City of Bismarck ("OWNER") related to the Water Treatment Plant Expansion, GMP 6, CMAR project. The Scope of Services to be performed by ENGINEER shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to modifying the following original tasks:

Task Series 100 – Project Management & Design Phase Services (Preconstruction)
Task Series 200 – CMAR Services (Preconstruction)

Task Series 300 – Construction Administration Services Not Included – Future Amendment
Task Series 400 – Construction Observation Services Not Included – Future Amendment

PROJECT DESCRIPTION

The City of Bismarck desires to complete the ND DEQ Drinking Water SRF Revolving Loan application process for the WTP Expansion project, as well as the Design Services and CMAR Services associated with the Bismarck WTP Expansion CMAR project (GMP 6) up to final completion based on the recent treatment process and program budgetary decisions. The OWNER and ENGINEER are currently developing a 10 MGD WTP expansion as part of the CMAR Program undertaken by the OWNER. As a result of the GMP 6 SRF funding strategy as well as the Cost Model completed by the OWNER's CMAR at the previous preliminary design milestones and the subsequent CMAR Cost Optimization analysis and funding evaluation process, the project design schedule, scope, and sequencing have been altered, modifying specific tasks while extending others to meet the new project schedule. The SRF funding application process also requires the completion of the Facility Planning process with ND DEQ, including the associated environmental and related agency coordination process. These services by the ENGINEER are required to advance the project SRF DWSRF loan application process as well as the design to the construction phase. The related tasks and services are summarized herein this document. This scope of services only covers Design and CMAR Preconstruction phase activities. A separate scope of services for Construction Phase activities, as well as startup and commissioning services, will be developed by HDR in parallel with the CMAR's GMP 6 proposal.

Task Series 100 - Project Management & Design Phase Services

Objective: Develop design, drawings, specifications, and contract documents for bidding, equipment procurement, and construction of the project as defined in the Original Agreement and Amendments No. 1-11. Complete project management activities over project duration, including team management and

project control, project planning, and liaison with OWNER.

Engineer Activities: ENGINEER's activities shall be as defined in Series 100 of the Original Agreement and Amendments No. 1-11. Task services to be provided by the ENGINEER as a result of this Amendment (No. 11) include:

- Extension of Tasks 101, 102, 104, 105, 106 to include services through May 31st, 2027
- Additional Task 102 Scope to include NDDEQ DW SRF Loan Application planning:
    - Complete development of GMP 6 Facility Plan document
    - Complete SOV (Solicitation of Views) environmental solicitation process and incorporate agency feedback into draft Facility Plan
    - Complete QC of draft Facility Plan
    - Complete Facility Plan draft development review with ND DEQ and City Staff
    - Electronic submission of draft Facility Plan to ND DEQ
    - Address and incorporate City and ND DEQ comments into final Facility Plan
    - Development and coordination of GMP 6 Cost Estimation information provided by CMAR (Construction & Useful Life) as required for the SRF Loan Application submission.
- Addition of Tasks 129, 130, 132, 133 (Final Bid Documents) to be added into scope and based on direction from the City of Bismack Final Design is to be completed immediately following the execution of this Amendment. Final Design schedule is anticipated to be completed and provided to the Owner in January 2027.
    - Tasks to include Development of Final Bidding Drawings, Specifications, Final Document QC Review Process, and Final Document Submittal assembly & transmittal, printing, and Agency technical review coordination.

Task Series 200 – CMAR Phase Services

Objective: Assist OWNER in bidding and award to a Contractor for construction of the project.

Engineer Activities:

ENGINEER will assist and provide preconstruction CMAR services to the OWNER to support the coordination of the Construction Management–at-Risk (CMAR) process for the design of the WTP expansion as defined in Original Agreement, Amendments 1-10, and Amendment No. 11. ENGINEER's activities shall be as defined in Series 200 of the Original Agreement, Amendments 1-10, and Amendment No. 11. Task services to be provided by the ENGINEER as a result of this Amendment (No. 11) include:

- Extension of Task 211 to include services through May 31st, 2027.
- Additional Task 211 scope item to include the coordination and development of GMP 6 Startup and Commissioning Plan. Prior to the Contractor's GMP submittal date, HDR will prepare a draft Startup and Commissioning Plan. This document will incorporate input from the Contractor and the Owner. The goal of this plan is to have the coordinated Plan in which the Owner, CMAR, and Engineer all understand the requirements for the Startup and Commissioning process and the CMAR can accurately include its associated cost in its GMP submittal. The Startup and Commissioning Plan will be structured in the four following sections:
    - Scope – Provide a brief overview of the scope of the Project.
    - Key Team Members and Roles – Provide a list of key people participating in the Startup and Commissioning phase of the project. Include, as a minimum, Contractor Facility Manager, Contractor Startup Manager, Design Engineer and Owner Project Manager.

Outline specific assignment of the responsibilities of the Contractor and manufacturers' representatives, Controls, Electrical, HVAC and Plumbing Subcontractors.
    - Safety – Provide details of any additional safety procedures required during Startup and Commissioning not already included in the Contractor's Safety Plan.
    - Communication Plan –Provide a description of the Project's points of contact, and communication protocol during the Startup and Commissioning phase of the project.
    - Maintenance of Plant Operation (MOPO) During Construction – Provide a description of the parts of the Project that may impact normal operations of the entire facility associated with the Project. The MOPO shall contain descriptions of, as a minimum, temporary pumping, temporary piping, temporary power, and diversion of flows.
    - Pre-Demonstration Period Plan –Provide a detailed explanation of how the Contractor will demonstrate that the equipment and systems will meet the requirements for Equipment Checkout, Equipment Testing, and Functional Testing. This will include, as a minimum,
    - An initial schedule for Pre-Demonstration Period activities. This schedule will be updated as required during the completion of the Project.
    - Name and nomenclature of equipment and systems to be tested, including reference to specifications section number and title.
    - List of all tests to be performed, including shop tests, field tests, equipment testing, and functional tests. Each test shall include a) a description of the test, specifically outlining how the test will demonstrate conformance to the requirements in the Technical Specifications, b) the test medium to be utilized (air, raw water, potable water, wastewater), and c) summary of power, lighting, chemical, water, gas, etc., needs and temporary connections and identification of who will provide them and how provided. Identify ultimate disposal of the test media.
    - Detailed description of step-by-step functional testing requirements to verify equipment controls and capacities with clean water to the extent possible to provide confidence that process will operate properly after startup. If specific measurements of process parameters are required during testing, describe how to document.
    - Templates for test reports for Equipment Checkout, Equipment Testing, and Functional Testing activities.
    - List of all Manufacturers' Representatives, including contact, telephone and fax numbers and e-mail addresses.
    - Demonstration Testing Plan –Provide a detailed explanation of how the Contractor will show that the Demonstration Period requirements will be achieved. This will include, as a minimum, a) required water quality and quantity parameters to achieve, b) required time period to achieve the parameters, c) required recordkeeping, monitoring, and sampling to demonstrate achievement, d) description of responsible parties for operations and maintenance during Demonstration Period activities, and e) procedures for handling of "off spec" process streams.
    - Training Plan – Provide details and schedule on the training to be provided to the Owner's operators and maintenance staff impacted by the Project. The Training Plan must meet all requirements of Technical Specification 01 79 23 – Instruction of Operation and Maintenance Personnel.
- The HDR Commissioning Manager will lead the Startup and Commission Plan develop and will work with the HDR Project Manager to coordinate with project leaders from the City, HDR Design Team, and the CMAR on items involving startup and commissioning. The coordination of these parties will require a combination of in-person and virtual meetings to meet the project timelines

and sharing of startup and commissioning information. These meetings are estimated to take place every other week and transition to weekly meetings as the deadline for delivery of the Startup and Commissioning Plan nears.

Task Series 300 – Construction Administration (GMP 6 MP & A)

Objective: Provide contract administrative and engineering support during implementation of HDR design plans and specifications of the GMP 6 MP and A.

Engineer Activities:

- Extension of Tasks 301 & 302 included in Amendment No. 9 to include services through May 31st, 2027.

Assumptions

In addition to the assumptions of the original executed Agreement and previous Amendments (1-10) this Amendment (No. 11) includes the following additional assumptions:

- The ND DEQ will prepare and complete the Environmental NEPA document (CatEx or EA) associated with the ND DEQ DWSRF Revolving loan application.
- A Cultural Resources survey (Class III) of the site is not included in this scope. This survey and associated documentation can be completed through an agreement amendment if ND DEQ requires and directed by the City.
- In discussions with the City of Bismarck and ND DEQ this scope assumes that the Facility Plan document will reuse a portion of the information developed for the WTP Master Plan, GMP 6 Basis of Design Report, and CMAR's cost estimates. If ND DEQ requires significant Alternative Analysis and Financial Analysis in addition to the information currently developed the scope of this amendment will need to be reconsidered for additional effort beyond this assumption.
- With the WTP GMP 6 funding strategy now defined by the City of Bismarck, this Amendment directs the ENGINEER to complete the Final design that was previously removed through the execution of Amendment No. 10.
- The Contractor and all major vendors will provide required information to complete the Startup and Commissioning Plan. There is estimated to be total of 20-24 weeks between Plan Notice to Proceed and the Contractor's GMP-6 Proposal Delivery Date. Coordination meetings will be onsite with a combination of in-person and virtual attendance. Expenses for HDR's Commissioning Manager to attend 2 onsite meetings have been included in the scope fee.
- Task 129 includes the redesign of the Membrane Building roof framing plan to accommodate the 90% decision to utilize the overhead door on the east side of this building for forklift maintenance access to the diversion basin and sand removal areas.
- Task 129 -133 includes reincorporation of the Plate Settler equipment into GMP 6 in lieu of previously being included in GMP 6 MP.

SCHEDULE

The scope of services for this Amendment shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of ENGINEER:

Task Series 100 – Project Management & Design Phase Services (Preconstruction) May 31st, 2027

Task Series 200 – CMAR Phase Services (Preconstruction)	May 31st, 2027
Task Series 300 – Contract Administration Services (GMP 6 MP & A)	May 31st, 2027
Task Series 300 – Construction Administration Services (GMP 6)	Not Included –Future Amendment
Task Series 400 – Construction Observation Services (GMP 6 MP & A)	May 31st, 2027
Task Series 400 – Construction Observation Services (GMP 6)	Not Included – Future Amendment

COMPENSATION

Owner shall pay Engineer for Services for Amendment No. 11 as follows. Terms and Conditions of Original Agreement Exhibit J remain unchanged except for compensation. Updated Engineer's 2026 Rates and Expense Schedules in effect are attached for reference. HDR Hourly Billings Rates and Expense Schedule will be adjusted annually as noted in Section IV of the Agreement.

The total compensation for such services including Amendment No. 11 is estimated to be **$8,307,580** based on the following estimated distribution of compensation.

Agreement/Amendment	Fee
Original Agreement	
WTP Expansion Project	$4,441,226
Amendment No. 1	
HCW Design Phase	$337,753
Amendment No. 2	
GMP 3A Construction Phase Services	$17,120
Amendment No. 3	
CO2 Bulk Storage Facility	$365,000
Amendment No. 4	
GMP 3B Construction Phase Services	$350,000
Amendment No. 5	
Sand Separator Pretreatment Addition	$487,295
Support Buildings	$388,272
Stormwater Design Additions	$92,562
Owner-CMAR Program Support Services	$69,362
Amendment No. 6	
GMP 7 Construction Phase Services	$185,170
Amendment No. 7	
GMP 5 Construction Phase Services	$148,600

Amendment No. 8	
Control Vault Design, Sludge Plant Evaluation, Permitting/Environmental Services	$191,020
Amendment No. 9	
GMP 6 A & MP Contract Administration Services	$88,200
Amendment No. 10	
GMP 6 90% Design & CMAR Services	$650,000
Amendment No. 11	
ND DEQ DWSRF Facility Plan, GMP 6 Final Design, Startup & Commissioning Plan	$496,000
Total Compensation through Amendment No. 11	
$8,307,580	

HDR Engineering, Inc.
2026 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	310
Project Manager 7	290
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	290
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	230
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Manager	200
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	150
CADD/GIS Technician 3	135
CADD/GIS Technician 2	120
CADD/GIS Technician 1	110
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105
Right of Way 5	195
Right of Way 4	180
Right of Way 3	155
Right of Way 2	135
Right of Way 1	120
Right of Way Coordinator	115

Billing Title	Billing Rate
Environmental/Hydrologist/Geologist 8	240
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Economist 4	220
Economist 3	190
Economist 2	160
Economist 1	130
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 6	260
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Commercial Mgmt/Project Controls 6	310
Commercial Mgmt/Project Controls 5	280
Commercial Mgmt/Project Controls 4	250
Commercial Mgmt/Project Controls 3	220
Commercial Mgmt/Project Controls 2	190
Commercial Mgmt/Project Controls 1	160
Project Controller	150
Project Accountant	120
Project Assistant	115
Admin Assistant	85

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	$120.00 per hour
Survey/GPS Equipment	$50.00 per hour
Robotic Total Station	$50.00 per hour
Side-by-Side Utility Vehicle	$25.00 per hour
Handheld GPS	$20.00 per hour
Drone	$275.00 per day
HDR Vehicle Mileage	$0.92 per mile
Personal Vehicle Mileage	IRS rate per mile

City of Bismarck
Exhibit A: Fee & Manhour Estimate- WTP Expansion GMP 6 - Amendment No. 11
HDR Engineering, Inc.

Description		Project Manager 7	Project Manager 7	Project Manager 5	Engineer 11/Commissioning Manager	Engineer 6	Engineer 3	Engineer 4 HVAC	Engineer 11 Electrical	Technical Expert 7	Technical Expert 8 Electrical	Engineer 10 I&C	Engineer 9 Architect	Engineer 5 Structural	Engineer 3 FLS	Engineer 3 R. Malcolm	Cadd/GIS Technician 4	Project Accountant	Project Assistant	Total	Expenses: Travel	Printing	Expense Total Cost $	HDR Task Total $
		D. Reep	J. Honner	J.Hillius	Gina MacPhee- Brett Morlok/ Jeremy Woolf/ Alex Brazell	Phil Markwed/ Troy Vossler/ Chris Korkowski	Jeron Smith/ Connor Alto/ Ryan Anderson/ Jacob Baehr. / J. Reyes Fen	Ryan Dalrymple	Nicole Han	Tricia Quigley/Chris Malinowski	Yee Ping See	Justin Robertson	E. Buttman	A. Anderson	B. Cooper	R. Malcolm	K. Peyton/ R. Clark/ Tyson H. Chris H./ Hayden P./ Chandler L.	B. Davis	K. Westenberg/ Amber Parker					
Labor Rate Category		Project Manager 7	Project Manager 7	Project Manager 5	Engineer 11/Commissioning Manager	Engineer 6	Engineer 3	Engineer 4	Engineer 11	Technical Expert 7	Technical Expert 8	Engineer 10	Engineer 9	Engineer 5	Engineer 3	Engineer 3	Cadd/GIS Technician 4	Project Accountant	Project Assistant					
2026 Billing Rate		$290.00	$290.00	$240.00	$260.00	$195.00	$150.00	$165.00	$290.00	$335.00	$355.00	$260.00	$195.00	$195.00	$150.00	$180.00	$150.00	$120.00	$115.00					
Task Series 100 - Project Management & Planning Coordination																								
Task 101-106 - Project Management,Team Management, and Project Control (Through May 2027 period)		1	4	18						8								18	2	**51**		$50	$50	**$10,890**
Task 102 - SRF Loan Application Support - Facility Plan Development			8	30	80	20	20										8		10	**176**	$50		$50	**$39,620**
Series 100 Hours		1	12	48	80	20	20	0	0	8	0	0	0	0	0	0	8	18	12	**227**				
Series 100 Fee		$290	$3,480	$11,520	$20,800	$3,900	$3,000	$0	$0	$2,680	$0	$0	$0	$0	$0	$0	$1,200	$2,160	$1,380	**$50,410**	$50	$50	$100	**$50,510**
Task Series 100 - Design Services (Final Design- Issue for Bid)																								
Task 129 & 130 Final Bidding Drawings and Specifications			60	80	16	200	300	100	80		40	80	80	140	30	80	550		24	**1860**		$250	$250	**$346,770**
Task 132 - Final Design QC Review			20	20	16	20	20	20	8	8	20	20	20	20	16	20	40			**288**		$50	$50	**$62,110**
Task 133 - Final Bidding Documents, Submittal, and Regulatory Approval Coordination			14	28	24	32	16			4							48		24	**190**	$50	$1,750	$1,800	**$38,760**
Series 100 Hours		0	94	128	56	252	336	120	88	12	60	100	100	160	46	100	638	0	48	**2338**				
Series 100 Fee		$0	$27,260	$30,720	$14,560	$49,140	$50,400	$19,800	$25,520	$4,020	$21,300	$26,000	$19,500	$31,200	$6,900	$18,000	$95,700	$0	$5,520	**$445,540**	$50	$2,050	$2,100	**$447,640**
Task Series 200 - CMAR Services																								
	CMAR Preconstruction/Design Phase Coordination		4	20	4	8	8	4	4	8	4	4	4	4	2		8			**86**	$1,000	$50	$1,050	**$20,830**
	Project & Design Management/Meetings	1	4	20	4	8	6	4	4		4	4	4	4	2		4		4	**77**	$1,000	$50	$1,050	**$18,000**
Task 211	Schedule, Procurement, and Risk Coordination		4	20	4					20										**48**			$0	**$13,700**
	CMAR Deliverables Review		8	40	2	2		2	1	20	1	2	2	2	1	2				**85**			$0	**$22,315**
	Startup and Commissioning Plan		16	20	80	16	8	8	8	24	8	8	2	2	2	2	8			**212**	$1,500	$50	$1,550	**$55,350**
Series 200 Hours		1	36	120	94	34	22	18	17	72	17	18	12	12	7	4	20	0	4	**508**				
Series 200 Fee		$290	$10,440	$28,800	$24,440	$6,630	$3,300	$2,970	$4,930	$24,120	$6,035	$4,680	$2,340	$2,340	$1,050	$720	$3,000	$0	$460	**$126,545**	$3,500	$150	$3,650	**$130,195**
Task Series 300 - Construction Administration- GMP 6 A & MP																								
Task 301 - Pre-construction Conference & Progress Meetings																				**0**			$0	**$0**
Task 302 - Construction Engineering: Submittals, Pay Req., CO's, FO's, RR Access Requests			8	8		40		4	4			4		4						**72**	$1,500		$1,500	**$17,180**
Task 300 Hours		0	8	8	0	40	0	4	4	0	0	4	0	4	0	0	0	0	0	**72**				
Series 300 Fee		$0	$2,320	$1,920	$0	$7,800	$0	$660	$1,160	$0	$0	$1,040	$0	$780	$0	$0	$0	$0	$0	**$15,680**	$1,500	$0	$1,500	**$17,180**
Amendment #11 Total Hours		**2**	**150**	**304**	**230**	**346**	**378**	**142**	**109**	**92**	**77**	**122**	**112**	**176**	**53**	**104**	**666**	**18**	**64**	**3145**				
Amendment #11 Total Fee		**$580**	**$43,500**	**$72,960**	**$59,800**	**$67,470**	**$56,700**	**$23,430**	**$31,610**	**$30,820**	**$27,335**	**$31,720**	**$21,840**	**$34,320**	**$7,950**	**$18,720**	**$99,900**	**$2,160**	**$7,360**	**$638,175**	**$5,100**	**$2,250**	**$7,350**	**$645,525**

*Labor rates based on 2026 Rates. HDR Hourly Billings Rates and Expense Schedule will be adjusted annually as noted in Section IV of the Agreement Amendment.

BASE PROJECT TOTAL	
TOTAL LABOR	$638,175
ESTIMATED REMAINING BUDGET AS GMP 6 90% TRANSMITTAL (8-3-26)	$150,000
TOTAL EXPENSES	$7,350
Misc.Testing Fees	$0
Construction Inspection Fee	$0
TOTAL AMENDMENT #11	$495,525
ROUNDED TOTAL AMENDMENT #11	$496,000

Human Resources Department

DATE: September 8, 2026

FROM: Leanne Schmidt, Human Resources Director

ITEM: City of Bismarck Health Plan RFP

REQUEST:
Consider the request to approve the recommendation to contract with HealthPartners as the City of Bismarck's health insurance provider.

BACKGROUND INFORMATION:
The City solicited bids seeking self-funded proposals for Group Medical/Health Insurance. The requested proposals were reviewed compiled and analyzed by Gallagher, City Health Benefits Broker, and presented to the City Health Insurance committee. Two firms – Blue Cross/Blue Shield and Health Partners - were selected for interviews with the Insurance Review Committee on August 17, 2026. Based on the interviews and scoring by the committee, Health Partners was the recommended firm.

The RFP Overview information is attached along with presentation slides.

Overview of RFP Process

- Requested bundled Administrative Services Only (ASO) and Stop-Loss proposals from Blue Cross Blue Shield (BCBS) of ND, UnitedHealthcare, HealthPartners and Medica.
    - Received proposals from all carriers
- Evaluated many components including fixed costs, claims discounts, total cost of care, multi-year guarantees, pharmacy rebates, provider network and prescription formulary disruption, value-added services, and more.
- Gallagher Pharmacy Consulting team also requested and negotiated the pharmacy contracts with all carriers mentioned above, as well as reviewed a carved-out Pharmacy Benefit Manager (MedImpact)
- After review, (2) finalists were chosen: BCBS of ND and HealthPartners
    - Each finalist was given 60 minutes to present to the insurance committee
    - Used a scorecard system for evaluating each carrier
    - From the results below, HealthPartners was chosen

HealthPartners – Proposal Highlights

- HealthPartners reduced stop-loss rates for the 2025 plan year by 15.4%, along with providing a renewal increase cap for the 2027 plan year.
- HealthPartners is providing the City with an implementation credit of $284,000 to be used for run-out administration costs, Gallagher Pharmacy Consulting, and technology costs, all associated with the transition. Implementation credit is projected to cover all of these expenses.
- HealthPartners currently works with other employers in Bismarck and has relationships with all major providers.
- There will be some provider and prescription formulary disruption. However, it is less than 5%, meaning 95%+ of employees and their families will not experience a change in network and formulary.
    - If the City were to have stayed with BCBS, there would have been some prescription formulary disruption due to their acquisition by Cambia Health, along with a change in member resources (online portal, mobile app, and new ID cards) similar to that of a carrier change
- HealthPartners offers a transition plan that allows members in certain situations to continue seeing their provider for a short period of time if their provider is not in the HealthPartners network. HealthPartners also allows members who are taking a medication that is not on their formulary list to have one refill of that medication within the first 90 days, covered as if it were on the formulary, and instructing them of a change that is needed for the next fill. This provides some “grace” in the transition for employees and their family, if needed.

RECOMMENDED CITY COMMISSION ACTION:
Approve Health Partners as the City of Bismarcks Health Insurance Provider.

STAFF CONTACT INFORMATION:
Leanne Schmidt, Human Resources Director, 701-355-1332, lschmidt@bismarcknd.gov
Chelsey Ruud, HR Assistant, 701-355-1344, cruud@bismarcknd.gov

ATTACHMENTS:
1. City of Bismarck_City Commission Materials_20260914

City Commission
2027 Medical Review

September 8th , 2026



Gallagher

Insurance | Risk Management | Consulting

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Medical & Pharmacy Marketing

Overview

Why Conduct An RFP?

- Perform our due diligence for the City to ensure we have the best partner and best pricing for the administration of our medical plan

Proposal Provisions & Specifications

- Evaluated many financial components, such as fixed costs, claims discounts, pharmacy pricing and rebates, implementation/retention credits, and multi-year rate guarantees
- Evaluated member impact and resources, such as provider network and prescription formulary disruption, claims cost management, and member resources (mobile app, wellbeing resources, treatment cost calculator, etc.)

Final Decision

- The City will be moving to HealthPartners effective January 1, 2027

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Marketing Summary

Medical TPA & Stop-Loss

Overview

- Requested and received bids from all major carriers (BCBS of ND, HealthPartners, Medica and United Healthcare)
  - Medica and United Healthcare were not competitively priced, and therefore removed from the final analysis
- Gallagher Pharmacy Team requested and negotiated Pharmacy (PBM) contracts

Important Notes

- All quotes and information have been shared with BlueCross, providing them “last look”
- With BCBS being acquired by Cambia, their stop-loss proposal is illustrative and they will not provide revised rates until they receive claims through August (which will occur in mid-September)
- Cambia acquisition would require new ID cards, new member portal, and prescription formulary change
- Moving away from BCBS ***will not*** cause disruption is online enrollment system (bSwift), however it will incur a cost to the City ($3 PEPM) to maintain the system

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Total First-Year Fixed Cost Summary

Including Credits, Fees and Run-Out Costs

Effective January 1, 2027	BCBS ND (Current)	BCBS ND (Proposal)	HealthPartners
Annual Fixed Costs			
Administration	$ 530,455	$ 541,105	$ 528,666
Specific Stop-Loss	$ 1,568,810	$ 1,866,850	$ 1,239,111
Aggregate Stop-Loss	-	$ -	$ 88,351
Fiduciary Fee	$ -	$ -	$ 2,130
Implementation/Retention Credit (Less)	$ -	$ -	$ 234,000
Gallagher Pharmacy Consulting Services	$ -	$ 95,000	$ 140,000
Total Fixed Cost	**$ 2,099,265**	**$ 2,502,955**	**$ 1,764,258**
Additional Fixed Costs (Annualized)			
Projected Shared Savings Program Cost (Plus)	$ -	$ -	$ 180,300
BCBS ND Runout Costs (Plus)	-	-	$ 110,512
Adjusted Annual Total Fixed Costs	$ 2,099,265	$ 2,502,955	$ 2,055,069
Change from Current ($)	-	$ 403,690	$ (44,196)
Change from Current (%)	-	19.23%	-2.11%
Change from BCBS Proposal ($)	-	-	$ (447,886)
Change from BCBS Proposal (%)	-	-	-17.9%

- Credits paid out directly to City to be used towards fees and runout costs
- Runout admin costs – 2.5 months of current admin fee

- **BCBS of ND**
  - ***Illustrative*** stop-loss increase of 19%
    - Could increase or decrease with firm rates
  - $20k wellness credit not reflected, as it can't be used to offset fixed costs
- **HealthPartners**
  - Stop-loss rates ***firm*** at 15.4% decrease
  - Total Cost of Care Guarantee
  - Additional $50k in credits, over what is listed in the table, to cover first-year technology costs

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Multi-Year Cost Summary

Including Credits, Fees and Run-Out Costs

Year 1 (2027)	BCBS ND (Proposal)	HealthPartners
Annual Fixed Costs		
Administration	$ 541,105	$ 528,666
Specific Stop-Loss	$ 1,866,850	$ 1,239,111
Aggregate Stop-Loss	$ -	$ 88,351
Fiduciary Fee	$ -	$ 2,130
Implementation/Retention/Wellness Credit (Less)	$ -	$ 234,000
Gallagher Pharmacy Consulting Services	$ 95,000	$ 140,000
Total Fixed Cost	**$ 2,502,955**	**$ 1,764,258**
Additional Fixed Costs (Annualized)		
Projected Shared Savings Program Cost (Plus)	$ -	$ 180,300
BCBS ND Runout Costs (Plus)	$ -	$ 110,512
Adjusted Annual Total Fixed Costs (Year 1)	$ 2,502,955	$ 2,055,069

Year 2 (2028)	BCBS ND (Proposal)	HealthPartners
Annual Fixed Costs		
Administration	$ 594,675	$ 555,099
Specific Stop-Loss	$ 2,240,220	$ 1,485,694
Aggregate Stop-Loss	$ -	$ 88,351
Fiduciary Fee	$ -	$ 2,130
Implementation/Retention Credit (Less)	$ -	$ -
Gallagher Pharmacy Consulting Services	$ 30,000	$ 30,000
Total Fixed Cost	**$ 2,864,894**	**$ 2,161,274**
Additional Fixed Costs (Annualized)		
Projected Shared Savings Program Cost (Plus)	$ -	$ 189,315
Adjusted Annual Total Fixed Costs (Year 2)	$ 2,864,894	$ 2,350,589
Adjusted Annual Total Fixed Costs Combined	**$ 5,367,849**	**$ 4,405,658**
Change from BCBS Proposal ($)	-	$ (962,191)
Change from BCBS Proposal (%)	-	-17.9%

- **BCBS of ND**
  - 9.9% cap on Admin fee
  - No cap on Stop-Loss
  - Analysis assumes 20% increase on Stop-Loss
- **HealthPartners**
  - No cap on Admin fee, assumes 5% increase
  - 19.9% cap on Specific Stop-Loss

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Disruption Analysis

Medical Providers

HealthPartners

- **Provider Network** – Open Access (Cigna National Network)
  - 96.3% of claims in 2025 would be in-network with HealthPartners
  - Areas of disruption are chiropractic and mental health, and a few minor lab facilities outside of North Dakota
- **Prescription Formulary** – PreferredRx Formulary
  - 95.5% of prescriptions are formulary – Primary areas of disruption in certain insulins and asthma inhalers
- **Continuity of Care** – Transition Period
  - **Medical Services** – For members in certain situations (third trimester of pregnancy, scheduled surgery immediately after the first of the year, etc.) they can continue seeing their out-of-network provider and have it covered as if they were in-network
  - **Prescriptions** – If a member's medication is not on HealthPartners' prescription formulary, they may receive one fill of their non-formulary medications within the first 90-days of coverage and it will be covered as if it were formulary.
    - HealthPartners will send a letter to those members at that time, letting them know the next fill they will need to switch to a formulary medication.

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Total Cost Summary

2-Year Projection

Two-Year Aggregate Calculation (Fixed+Claims)		
	BCBS ND	**HealthPartners**
Total 2-Year Fixed Costs	$5,367,849	$4,405,658
Est. 2-Year Medical Allowed Amount*	$23,208,974	$24,636,759
Est. 2-Year Pharmacy Costs**	$9,898,678	$9,847,458
Est. 2-Year Rx Rebates***	($2,779,372)	($3,353,020)
2-Year Aggregate Total (estimated)	$35,696,129	$35,536,855
Difference from BCBS		($159,274)

*Second year claims (2028) is simply a duplication of the 2027 estimation and should not be used for budgetting purposes

**Estimate pharmacy costs calculated using Gallagher Pharmacy Consulting team's analysis of carrier data

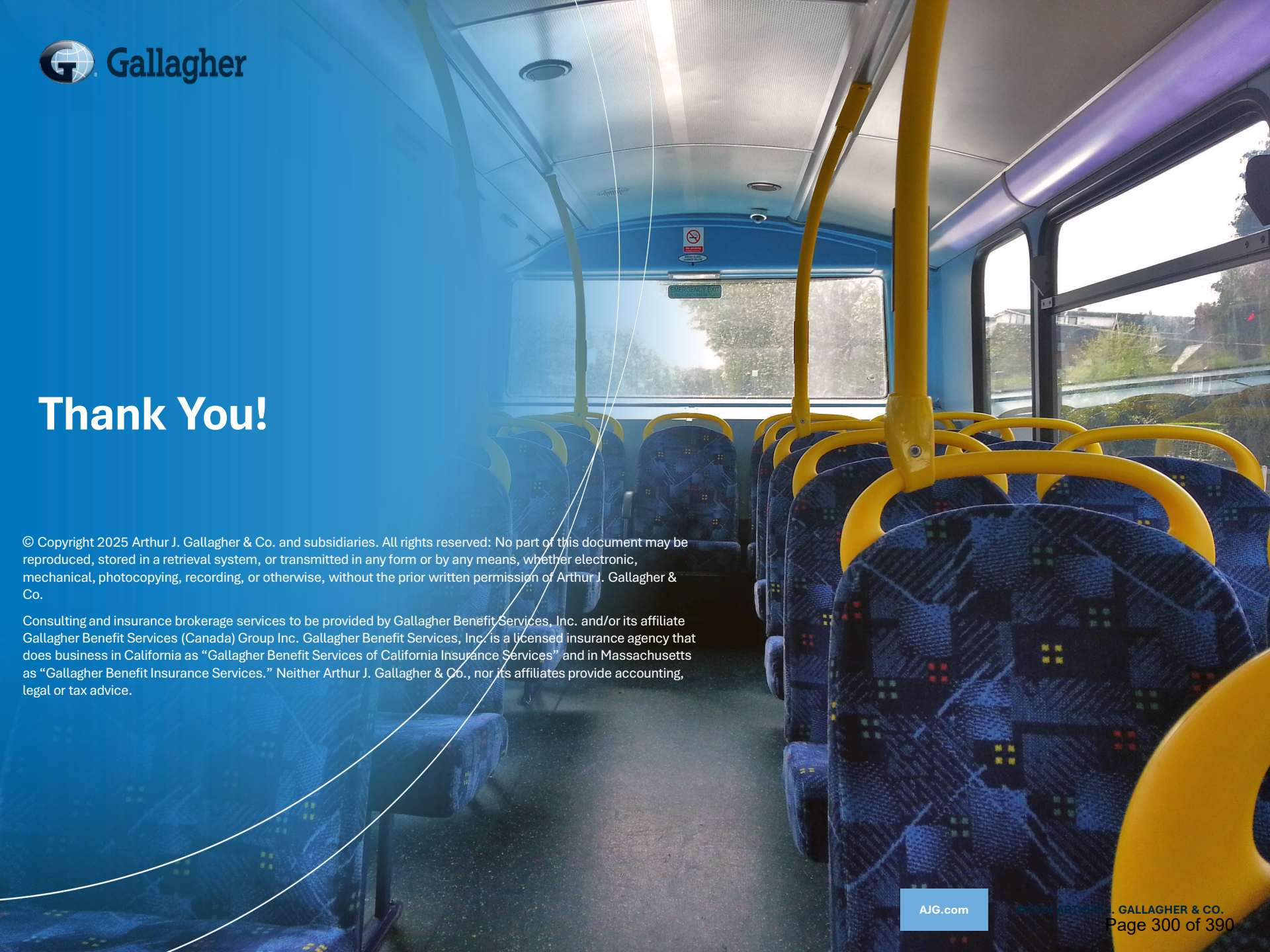
***Utilizing the 2027 projected rebates for each carrier and multiplying by two. Actual rebates for each plan year will vary based on drug mix and potential changes to manufacturer rebates.

- HealthPartners has better fixed costs and pharmacy contracts, but is currently projected to be “lagging” in medical claims discounts
- BCBS is lagging in fixed cost pricing, and are not competitive in the market with any other PBM, but are currently projected to better in medical claims discounts

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This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

Renewal / Financial Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Financial Solvency

While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Supplemental Compensation

Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct (https://www.ajg.com/us/about-us/global-standards).

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Administration Department

DATE: September 8, 2026

FROM: Douglas Wiles, Assistant City Administrator

ITEM: Application for a new Class G Catering License

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

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:*** | **Gender:** | **Race:**

	ND	M	Caucasian

Home Address:*

City:* | **State:*** | **Zip:*** | **Phone No.:***

Bismarc	ND	58501	

Officer/Director/Stockholder Title:* | **Email Address:***

Co-owner, General Manager	

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

Name:* | **Date of Birth:*** | **Percentage of Ownership:***

Stacy Sturm	1974	60%

Driver's License No.:* | **State Issued:*** | **Gender:** | **Race:**

	ND	F	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.

Choose File No file chosen

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

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

- (●) Yes
- ( ) No

If no, please explain:

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

- ( ) Yes
- (●) No

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

3. Does the building meet all state and local sanitation and safety requirements?*

- (●) Yes
- ( ) No

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

- ○ Yes
- ◉ No

If yes please, give details:

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

- ◉ Yes
- ○ No
- ○ N/A

If yes please, give details:

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

- ○ Yes
- ◉ No

If yes please, give details:

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

- ○ Yes
- ◉ No

If yes please, give details:

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

- ○ Yes
- ◉ No

If yes please, give details:

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

- ◉ Yes
- ○ No

If yes please, give details:

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

Choose File 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

Choose File 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

Legal Department

DATE: September 8, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6678

REQUEST:
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.

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:
Hold a public hearing on Ordinance 6678 and approve as presented.

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.~~

~~5~~4. "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.~~

~~6~~5. "Licensee" means the person to whom a license has been issued under the provisions of this chapter.

~~7~~6. "Liquor" means any alcoholic beverage other than beer.

~~8~~7. "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.

~~9~~8. "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.

~~10~~9. "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

~~11~~10. "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.

~~12~~11. "Person" means persons, partnerships, other unincorporated associations and corporations.

~~13~~12. "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.

~~14~~13. "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.

~~15~~14. "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.

* * * * *

~~16~~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.

~~17~~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 ~~wit~~ 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.

Legal Department

DATE: September 8, 2026

FROM: Julie Mees, City Attorney

ITEM: Ordinance 6680

REQUEST:
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:
Hold a public hearing on Ordinance 6680 and provide direction to staff on appropriate next steps.

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) ~~18~~ 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.

* * * * *

l. 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 ~~100~~ 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.

Finance Department

DATE: September 8, 2026

FROM: Ryan Skor, Finance Director

ITEM: Ordinance 6681 for the 2027 City budget

REQUEST:
Public hearing on Ordinance 6681 for the 2027 City budget.

BACKGROUND INFORMATION:
Attached is Ordinance 6681, which establishes the 2027 budget for the City's general fund, special revenue funds, debt service funds, and the City's tax levies and fees. The City Commission approved the preliminary 2027 budget on July 28, 2026, based on the documents that were presented and included with the agenda at that meeting. Adoption of this ordinance, along with the required public hearing, is necessary to finalize and formally approve the 2027 budget and the associated tax collections.

After the preliminary budget was approved, the tax levy amounts in Section 2 of the ordinance, as well as the corresponding cap calculation worksheets, were revised. These changes were required due to an error in the county's calculation of the 2025 levy amounts for the 2026 budget year. During the budget review process, it was determined that the actual 2025 levies were lower than the amounts requested by the City during its 2025 budget process.

In accordance with HB 1176, maximum levy increases must be based on the actual levy from the prior year. Because the county under-levied in the previous year, the City's available levy authority for the current budget year was reduced from the original assumptions. After recalculating last year's cap worksheets, the actual increase on existing property was 2.47 percent, which was below the 3 percent cap, leaving the unused portion to be carried forward for potential future use. For the 2027 budget, the tax levy increases have been limited to the statutory 3 percent on existing property, plus allowable new growth, leaving the 0.53 percent to be carried forward.

RECOMMENDED CITY COMMISSION ACTION:
Hold a public hearing on Ordinance 6681 for the 2027 budget and approve the final budget.

STAFF CONTACT INFORMATION:
Ryan Skor, Finance Director, 701-355-1601, rskor@bismarcknd.gov

ATTACHMENTS:

1. 2027 Preliminary Budget Ordinance 6681
2. 2027 Budget - Cap Calculation Worksheets
3. 2027 All Departments Fees & Charges
4. 2027 Budget Department Requests by Category

ORDINANCE NO. 6681

First Reading	*August 25, 2026*
Second Reading	
Final Passage and Adoption	
Publication Date	

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	$ 38,033,284
Building Construction	-
Special Deficiency	543,257*
Public Transit System	1,705,374
Library	3,405,026
TOTAL	$ 43,686,941

*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	0.53%
3	**Maximum Cap Percentage Allowance Available for this year**		**3.53%**

CALCULATION 1 - Base Year Calculation

		TAX YEAR	TY2025 Previous Yr Levy	TY2024 Levy 2 Years Ago	TY2023 Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years		41,913,099	40,367,468	39,164,612
	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)		543,257	525,104	502,905
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)**		**41,369,842**	**39,842,364**	**38,661,707**
15	Base Year Levy (highest of last 3 years Line 14)		**41,369,842**	*Section 22, 6c*	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	41,369,842	*Section 22, 6a*
17	Previous Year Taxable Value	548,744,428	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	75.39	
19	Plus: New Property Taxable Value	7,832,445	*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	971,739	*Section 22, 6a3*
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	6,860,706	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	517,229	
25	Minus: Expired Temporary Mill Levy Amount	-	*Section 22, 6a4*
26	Net Adjustments (Line 24 minus Line 25)	517,229	
27	Adjusted Year Levy (Line 16 plus Line 26)	**41,887,071**	*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)	41,887,071	*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)	1,256,612	*Section 22, 6b*
31	**CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)**	**43,143,683**	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	41,887,071	*Section 22, 1a*
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap perentage) Line 3	3.53%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	1,477,077	
35	**MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)**	**43,364,148**	

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	43,143,683	
	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)**	**43,143,683**	*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**	**0.53%**	*Section 22, 1b*
54	**Total Excess Percentage to Carry Forward (Line 51 plus Line 53)**	**0.53%**	

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	0.52%
3	**Maximum Cap Percentage Allowance Available for this year**		**3.52%**

CALCULATION 1 - Base Year Calculation

		TAX YEAR	TY2025 Previous Yr Levy	TY2024 Levy 2 Years Ago	TY2023 Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years		36,469,555	35,121,675	34,140,592
	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)**		**36,469,555**	**35,121,675**	**34,140,592**
15	Base Year Levy (highest of last 3 years Line 14)		**36,469,555**	*Section 22, 6c*	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	36,469,555	*Section 22, 6a*
17	Previous Year Taxable Value	548,744,428	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	66.46	
19	Plus: New Property Taxable Value	7,832,445	*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	971,739	*Section 22, 6a3*
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	6,860,706	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	455,963	
25	Minus: Expired Temporary Mill Levy Amount	-	*Section 22, 6a4*
26	Net Adjustments (Line 24 minus Line 25)	455,963	
27	Adjusted Year Levy (Line 16 plus Line 26)	**36,925,518**	*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)	36,925,518	*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)	1,107,766	*Section 22, 6b*
31	**CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)**	**38,033,284**	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	36,925,518	*Section 22, 1a*
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap perentage) Line 3	3.52%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	1,301,008	
35	**MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)**	**38,226,526**	

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	38,033,284	
	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)**	**38,033,284**	*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**	**0.52%**	*Section 22, 1b*
54	**Total Excess Percentage to Carry Forward (Line 51 plus Line 53)**	**0.52%**	

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	0.55%
3	**Maximum Cap Percentage Allowance Available for this year**		**3.55%**

CALCULATION 1 - Base Year Calculation

		TAX YEAR	TY2025 Previous Yr Levy	TY2024 Levy 2 Years Ago	TY2023 Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years		3,265,029	3,145,376	3,012,400
	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)**		**3,265,029**	**3,145,376**	**3,012,400**
15	Base Year Levy (highest of last 3 years Line 14)		**3,265,029**	*Section 22, 6c*	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	3,265,029	*Section 22, 6a*
17	Previous Year Taxable Value	548,744,428	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	5.95	
19	Plus: New Property Taxable Value	7,832,445	*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	971,739	*Section 22, 6a3*
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	6,860,706	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	40,821	
25	Minus: Expired Temporary Mill Levy Amount	-	*Section 22, 6a4*
26	Net Adjustments (Line 24 minus Line 25)	40,821	
27	Adjusted Year Levy (Line 16 plus Line 26)	**3,305,850**	*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)	3,305,850	*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)	99,176	*Section 22, 6b*
31	**CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)**	**3,405,026**	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	3,305,850	*Section 22, 1a*
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap perentage) Line 3	3.55%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	117,326	
35	**MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)**	**3,423,176**	

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	3,405,026	
	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)**	**3,405,026**	*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**	**0.55%**	*Section 22, 1b*
54	**Total Excess Percentage to Carry Forward (Line 51 plus Line 53)**	**0.55%**	

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	0.55%
3	**Maximum Cap Percentage Allowance Available for this year**		**3.55%**

CALCULATION 1 - Base Year Calculation

		TAX YEAR	TY2025 Previous Yr Levy	TY2024 Levy 2 Years Ago	TY2023 Levy 3 Yrs Ago
4	Total Dollars Levied on behalf of taxing district in three preceding years		1,635,258	1,575,313	1,508,715
	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)**		**1,635,258**	**1,575,313**	**1,508,715**
15	Base Year Levy (highest of last 3 years Line 14)		**1,635,258**	*Section 22, 6c*	

CALCULATION 2 - Ajdusted Year Calculation

16	Previous Year Levy (from Line 14, 1st column)	1,635,258	*Section 22, 6a*
17	Previous Year Taxable Value	548,744,428	
18	Previous Year Mill Rate (Line 16 divided by Line 17 X 1000)	2.98	
19	Plus: New Property Taxable Value	7,832,445	*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	971,739	*Section 22, 6a3*
23	Net Taxable Value (Line 19 plus Line 20 plus Line 21 minus Line 22)	6,860,706	
24	Allowance for New Growth (Line 23 X Line 18 divided by 1000)	20,445	
25	Minus: Expired Temporary Mill Levy Amount	-	*Section 22, 6a4*
26	Net Adjustments (Line 24 minus Line 25)	20,445	
27	Adjusted Year Levy (Line 16 plus Line 26)	**1,655,703**	*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)	1,655,703	*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)	49,671	*Section 22, 6b*
31	**CURRENT YEAR CAP = Higher Base Year or Adjusted Year Levy (Line 28) plus Cap Allowance Amount (Line 30)**	**1,705,374**	

B. Max Cap Allowance Using Excess Percentage From Previous Years

32	Higher Base Year Levy (Line 15) or Adjusted Year Levy (Line 27)	1,655,703	*Section 22, 1a*
33	Max Allowable Cap Percentage (Current year allowable cap percentage + Previous years unused cap perentage) Line 3	3.55%	
34	Max Cap Allowance Amount (Line 32 times Line 33)	58,742	
35	**MAX CAP = Higher Base Year or Adjusted Year + Max Cap Percentage (Line 32 plus Line 34)**	**1,714,445**	

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	1,705,374	
	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)**	**1,705,374**	*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**	**0.55%**	*Section 22, 1b*
54	**Total Excess Percentage to Carry Forward (Line 51 plus Line 53)**	**0.55%**	

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 additonal 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	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
Commercial:		
$1 - 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 100,0001	157.70 1st 100,0001
	0.60 each add'l 1,001	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 x0.1% (total fire flow calculation area))	100.00 + ($1 x0.1% (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
Restircted 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 or 5.00 certified copy	1.00/page 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)	20.00	20.00
collection)	50.00	65.00
Urinalysis (w/ Nursing Assessment)	24.00	24.00
Vision Screening	20.00	20.00
Lead Screening (w/ blood collection/venous or capillary)	37.00	40.00
Fluoride Varnish - Nurse of the Day	30.00	35.00
STD Blood Draw - Syphillis (w/venous blood collection)	35.00	50.00
Titer (w/venous blood collection)	Based on state lab fee	Based on state lab fee
Lab Specimen Transfer Fee	8.00	10.00
Nurse Family Partnership Title IV-E Prevention Services	220.00	220.00
RN Home Care- Per Diem Flat Rate	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, Restauran		
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 - Miror 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:		
Miminum 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
Dumpster Fire Damage Repair		Actual Cost Plus Changeout Fee
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 S	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 Activiation 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 Contrct	1.0	$ 450	0.8	$ 338
Base Increase (Operations) - Janitorial Srvce	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 Srvce	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/Torndo	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) - Electricty	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) - Electricty	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

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 Amo
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**

Public Works Service Operations

DATE: September 8, 2026

FROM: Steve Salwei, Director Public Works Services

ITEM: Emerald Ash Borer Awareness Advisory

REQUEST:
Consider the request to discuss steps moving forward with the detection of the Emerald Ash Borer in Bismarck.

BACKGROUND INFORMATION:
The Emerald Ash Borer was detected on August 26th by the Forestry staff while removing declining ash trees. The Forestry Division has been preparing for the eventual arrival of the Emerald Ash Borer for many years. Since 2008, the City has reduced its boulevard ash population from 36% to 22% by removing poor-condition ash trees and diversifying the urban canopy through ongoing planting efforts.

Emerald ash borer (EAB) infestations are treatable with insecticides, but success depends heavily on catching the infestation early. Treatment works best if the tree has less than 30% to 50% canopy damage or thinning.

The ND Department of Agriculture has implemented a quarantine on Burleigh County that prohibits movement of firewood, logs, and ash wood chips out of the county. We'd like to discuss recommended strategies for managing high-risk ash trees, including cost estimates, preventative actions, and long-term canopy recovery.

RECOMMENDED CITY COMMISSION ACTION:
Request permission to access reserves, if needed, for the treatment and removal of trees that become infested with the Emerald Ash Borer.

STAFF CONTACT INFORMATION:
Steve Salwei, Director Public Works Services, 701-355-1700 Opt. 3, ssalwei@bismarcknd.gov
Christy Ames-Davis, City Forester, 701-355-1723, option 3, cames@bismarcknd.gov

ATTACHMENTS:
None