



June 23, 2016

Board of City Commissioners
Bismarck, ND

Dear Commissioners:

The Board of City Commissioners is scheduled to meet in regular session on Tuesday, June 28, 2016 at 5:15 p.m. in the Tom Baker Meeting Room, City/County Office Building, 221 North Fifth Street, Bismarck, North Dakota.

Invocation will be presented by a Chaplain from the Bismarck Police Department.

Future City Commission meetings are scheduled as follows:

July 14 & 28, 2016 August 9 & 23, 2016 September 13 & 27, 2016

MEETING OF THE BOARD OF CITY COMMISSIONERS

1. Consider approval of minutes of the meeting on June 14, 2016.
2. Canvass returns of the City of Bismarck candidates for the June 14, 2016 Primary Election.

Documents: [Official Certification 061416 Primary Election By Burleigh County Canvass Board.pdf](#)

3. Adjourn.

** OATH OF OFFICE ADMINISTERED BY CITY ATTORNEY TO COMMISSIONERS **

** CALL MEETING OF THE BOARD OF CITY COMMISSIONERS TO ORDER **

1. CONSENT AGENDA

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

Documents: [Human Resource Dept Personnel Actions 062816 Meeting.pdf](#)

- C. Consider request for approval of correction to gaming site authorization for Bismarck-Mandan Convention & Visitors Bureau

Documents: [Request Correct Gaming Site Authorization Bismarck Mandan Convention Visitors Bureau.pdf](#)

D. Consider approval to renew the following site authorizations from July 1, 2016 to June 30, 2017:

(No attachments - Information on file with Bismarck City Administration Office)

- Mandan Baseball Club
- ND Chapters of Delta Waterfowl

E. Consider renewal of liquor licenses from August 1, 2016 to July 31, 2017.

Documents: [Liquor License Renewals 062816 Meeting.pdf](#)

F. Consider request to call for a public hearing on the request from Airport DakoTaxi to obtain a new Taxi Cab License.

Documents: [Taxi Application Airport DakoTaxi.pdf](#)

G. Consider the following requests from the Bismarck Airport:

- Assignment of the rental car concession agreement with Twin City Tire Company (dba Avis Rent-A-Car) to Five Star Car Rental, Inc.
- Approval by the city to assign the Quick Turn Around (QTA) Sublease between BIS QTA, LLC, and Twin City Tire to Five Star Car Rental, Inc.
- Approval to sell a surplus SkyJack Model SJ3226 scissor lift in accordance with city ordinance.

Documents: [Airport Consent Agenda Items.pdf](#)

H. Consider request from the City Administration Department for consideration and approval of the Employee Retirement Celebration Policy.

Documents: [Consider And Approve Employee Retirement Celebration Policy.pdf](#)

I. Consider request from Event Center to enter into concert buyer agreement with Pepper Entertainment beginning July 1, 2016 for one year period with three one-year options available.

Documents: [Event Center Concert Buyer Agreement With Pepper Entertainment.pdf](#)

J. Consider requests from the Engineering Department for approval of the following Dakota Carrier Network Encroachment and Waiver Agreements:

- 1145 West Turnpike Avenue
- 1730 Burnt Boat Drive
- 3456 West Century Avenue

Documents: [Dakota Carrier Network Encroachment And Waiver 1145 West Turnpike Avenue.pdf](#), [Dakota Carrier Network Encroachment And Waiver 1730 Burnt Boat Drive.pdf](#), [Dakota Carrier Network Encroachment And Waiver 3456 West Century Ave.pdf](#)

K. Consider the following requests from the Engineering Department:

- Approval of selection of two different firms who submitted quotes to the city for staff to use for material testing services as it relates to city excavation and concrete permits.
- Approval for department staff to notify property owners of their need to repair unsafe sidewalks in accordance with applicable Bismarck city ordinances.

Documents: [Engineering Dept Request For Material Testing Services.pdf](#),
[Engineering Dept Request Notify Property Owners Unsafe Sidewalks.pdf](#)

L. Consider request from the Finance Department for approval of the maintenance agreement with BEK Business Solutions for the city's IP phone and voice systems.

Documents: [Finance Dept Maintenance Agreement For Telephone System.pdf](#)

M. Consider the requests from the Police Department to apply for the following grant funding:

- Apply for a North Dakota Department of Transportation "Safe Route to Schools" Grant for \$5,000 with no match required.
- Apply for an "Edward Byrne Memorial Justice Assistance Grant" (JAG) through the Department of Justice (DOJ) for \$28,766 with no match required. The total would be split between the Bismarck Police Department (65%) and Burleigh County Sheriff's Department.

Documents: [Police Dept Apply For DOJ Edward Byrne Memorial Justice Assistance Grant.pdf](#), [Police Dept Apply For NDDOT Safe Route To Schools Grant.pdf](#)

N. Consider introduction of and call for public hearing on Ordinance 6217 relating to collection regulations and collection by city; exceptions (recycling sites).

Documents: [Ordinance 6217.Pdf](#)

REGULAR AGENDA

2. PUBLIC HEARING and confirmation of Health & Safety Assessments (noxious weeds, tree removal, snow removal and sewer re-line).

Documents: [Public Hearing And Confirmation Of Health And Safety Assessments.pdf](#)

3. PUBLIC HEARING on Ordinance 6215 relating to a zoning change from R5-Residential zoning district to the R10-Residential zoning district for Lots 1-4, Block 1, Gary Nelson Addition, initiated by Karen Nelson. Bismarck Planning and Zoning Commission recommends approval.

Documents: [Ord 6215 Gary Nelson Addition Zoning Change.pdf](#)

4. PUBLIC HEARING on Ordinance 6216 relating to a zoning change from A-Agriculture, RR-Residential and R5-Residential districts to the P-Public zoning district for various lots and tracts in south Bismarck and the city's extraterritorial area - Phase 6 of 6, initiated by city of Bismarck. Bismarck Planning and Zoning Commission recommends approval.

Documents: [Ord 6216 Phase 6 Of 6 Zoning Changes.pdf](#)

5. Consider request of The Starving Rooster, LLC, for designation of the lease of 3,350 square feet of space in the building at 512 East Main Avenue as a Renaissance Zone project. The property is owned by Gulch Holdings II, LLC, and is legally described as Lots 11-12, Block 46, Original Plat. Renaissance Zone Authority recommends approval.

Documents: [The Starving Rooster LLC Renaissance Zone Lease Designation Request.pdf](#)

6. Consider request from Public Works Utility Operations Department to purchase one new utility tractor and attachments.

Documents: [Public Works Utility Operations Permission Purchase One New Utility Tractor And Attachments.pdf](#)

7. Consider discussion of the Commissioner portfolios.

(No attachment)

8. Appoint Vice-Chair of City Commission.

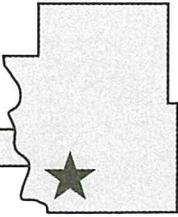
(No attachment)

9. Consider other business.

(No attachment)

Phone: 701-355-1300 * Fax: 701-222-6470
221 N Fifth St. * P.O. Box 5503 * Bismarck, ND 58506-5503
www.bismarcknd.gov * TDD 711 * An Equal Opportunity-Affirmative Action Employer

County of Burleigh



221 NORTH 5TH STREET • P.O. BOX 5518 • BISMARCK, NORTH DAKOTA 58506-5518

June 20, 2016

Mr. Keith J. Hunke
Assistant City Administrator
City\County Building
Bismarck, ND 58501

Dear Mr. Hunke:

Please accept this as the official vote for the City of Bismarck candidates for the June 14, 2016 Primary Election as Officially Certified by the Burleigh County Canvass Board:

City Commission

Nolan Canright	6,216
Parrell Grossman	4,510
Steve Marquardt	6,779
Shawn Oban	6,284

Park Board

Brian Beattie	8,880
Wayne Munson	8,099

Municipal Judge

William C. Severin	9,954
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Publication of minutes

Yes	10,714
No	2,312

Witness my hand and seal this 20th day of June, 2016.

SEAL


Kevin J. Glatt
Burleigh County Auditor/Treasurer

PERSONNEL ACTIONS FOR THE MEETING ON June 28, 2016

Full-Time and Part-Time Appointments

Oban, Shawn City Commissioner	Administration	City elected appointment @ \$514.78/month
Baggett, Gerald Concessions	Event Center	Part time appointment @ \$12.00/hr. 6/16/2016
Sandgren, Stacy Administrative Assistant	Fire	Part time appointment @ \$18.20/hr. 6/23/2016
McFarlane, James Maintenance Technician	Public Works	Probationary appointment @ \$20.06/hr. 7/11/2016

Separations

Grossman, Parrell City Commissioner	Administration	Resigned. 6/28/2016
Mastel, Alyssa Airport Intern	Airport	Resigned. 5/26/2016
Nagel, Shanna Community Health Nurse	Public Health	Resigned. 6/17/2016
Martis, Jason Building Maintenance Tech	Public Works	Deceased. 6/22/2016

Others

Kenner, Kailey Communication Specialist	Communications	Leave w/out pay 7/1/2016 pay period
Henes, James Firefighter	Fire	Resume shift assignment 53 hr./work/week 6/8/2016



REQUEST FOR CITY COMMISSION ACTION

DATE: June 23, 2016

FROM: Jason Tomanek, Assistant City Administrator

ITEM: Gaming Site Authorization | Bismarck-Mandan Convention & Visitors Bureau

REQUEST

Please consider the request from the Bismarck-Mandan Convention & Visitors Bureau to correct a gaming site authorization application.

BACKGROUND INFORMATION

On June 14, 2016 the Board of City Commissioners approved site authorization for the Bismarck-Mandan Convention & Visitors Bureau gaming operations. An error was identified by the North Dakota Secretary of State's Office on the application submitted by the CVB which required a correction.

RECOMMENDED CITY COMMISSION ACTION

The requested action would be to approve the correction to the Bismarck-Mandan Convention & Visitors Bureau's application for gaming site authorization which modifies the application to accurately represent the number of gaming tables.

MEMORANDUM

Date: June 23, 2016
To: Board of City Commissioners
From: Jason Tomanek, Assistant City Administrator *JT.*
Re: Gaming Site Authorization | Bismarck-Mandan Convention & Visitors Bureau

On June 14, 2016 the Board of City Commissioners approved site authorization for the Bismarck-Mandan Convention & Visitors Bureau gaming operations. An error was identified by the North Dakota Secretary of State's Office on the application submitted by the CVB which required a correction. The application incorrectly listed two 21/blackjack tables proposed for the site; the correct number of 21/blackjack tables is three. The Secretary of State's Office asked that a representative of the City of Bismarck acknowledge the change made to the application with a signature and date.

The purpose of this memo is to confirm the modification made to the application submitted by the Bismarck-Mandan Convention & Visitors Bureau and the acknowledgment by City staff.

I will be present at the meeting to address any questions you may have relating to this item.



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2016)

G - 0490(158)6
 Site License Number
 (Attorney General Use Only) *MA*

Full, Legal Name of Gaming Organization **Bismarck-Mandan Convention and Visitors Bureau**

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

Name of Location Comfort Inn			
Street 1030 East Interstate Avenue	City Bismarck	ZIP Code 58503	County Burleigh
Beginning Date(s) Authorized 7/1/16	Ending Date(s) Authorized 6/30/17	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (required) South side of bar area. Gaming Area: Entire bar excluding bathrooms. <i>06-23-16 JT.</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only) To be completed ONLY if restrictions are set by the local governing body

Days of week of gaming operations	Hours of gaming
-----------------------------------	-----------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site

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

APPROVALS

Attorney General	Date
Signature of City/County Auditor <i>Jason Comand</i>	Date 06-15-16
PRINT Name and official position of person signing on behalf of city/county above <i>Jason Tomarek - Assistant City Administrator</i>	

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

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

RECEIVED
 ATTY. GENERAL'S LICENSING DEPT.
 JUN 16 2016
 Check _____
 Draft _____
 Cash _____ M.O. _____

RECEIVED
ATTY. GENERAL'S LICENSING DEPT.



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2015)

JUN 16 2016

License Number (Office Use Only)
6-0490(158)C

Check _____
Draft _____
Cash _____

Site Owner (Lessor) Febco, Inc.		Site Name Comfort Inn		Site Phone Number (701) 223-1911
Site Address 1030 East Interstate Ave		City Bismarck	State ND	Zip Code 58501
Organization (Lessee) Bismarck Mandan Convention And Visitors Bureau		Rental Period 7/1/2016 to 6/30/2017		County Burleigh
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
2. Is a raffle drawing going to be conducted at this site?				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
3. Is Prize Boards involving a dispensing device conducted at this site?				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>3</u> X Rent per Table \$ <u>300.00</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes \$ 900.00
5. Is Paddlewheels conducted at this site? Number of Tables <u>1</u> X Rent per Table \$ <u>200.00</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes \$ 200.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes \$ 175.00
				Total Monthly Rent
				\$ 1,275.00

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

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

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Robert Balsamick</i>	Title <i>President</i>	Date <i>2/15/16</i>
Signature of Lessee (Top Executive Official) <i>Randy B</i>	Title <i>Chairman</i>	Date <i>3-23-16</i>

(over)

<u>(DBA)</u>	<u>Physical Address</u>	<u>City, State, Zip</u>	<u>License number</u>	<u>Class</u>	<u>Sunday Permit</u>	<u>Sale</u>
40 Steak & Seafood	1401 E. Interchange Ave	Bismarck ND 58501-2078	LICENSE #LIQ2015-00054	CLASS "F-1"	NO	On
A & B Pizza	311 S 7 th St	Bismarck ND 58504-5682	LICENSE #LIQ2015-00036	CLASS "F-3"	YES	On
Amvets Post #9	2402 Railroad Ave	Bismarck ND 58501-5000	LICENSE #LIQ2015-00066	CLASS "A"	YES	On & Off
Best Western Ramkota Hotel	800 S 3 rd Street	Bismarck ND 58504-5728	LICENSE #LIQ2015-00075	CLASS "C"	YES	On
Bismarck Staybridge Suites	2801 Gateway Ave	Bismarck ND 58503	LICENSE #LIQ2015-00023	CLASS "C-2"	NO	Complementary
Blarney Stone Pub	408 E Main Ave	Bismarck ND 58501-4042	LICENSE #LIQ2015-00033	CLASS "D"	YES	On & Off
Borrowed Bucks Roadhouse	118 S 3 rd Street	Bismarck ND 58504-3800	LICENSE #LIQ2015-00070	CLASS "D"	NO	On & Off
Captain Jacks	1140 W Turnpike Ave	Bismarck ND 58501	LICENSE #LIQ2015-00029	CLASS "D"	YES	Off
Captain Jacks Liquorland	3131 Weiss Avenue	Bismarck ND 58503-1200	LICENSE #LIQ2015-00028	CLASS "D"	YES	Off
Captain Jacks Liquorland	808 S 2 nd Street	Bismarck ND 58504-5720	LICENSE #LIQ2015-00027	CLASS "D"	YES	Off
Carino's Italian	1601 W Century Avenue	Bismarck ND 58503-0836	LICENSE #LIQ2015-00025	CLASS "F-1"	YES	On
Cash Wise Liquor	1144 E Bismarck Expy	Bismarck ND 58504-6603	LICENSE #LIQ2015-00030	CLASS "D"	YES	Off
Gee Williquors	3025 Yorktown Drive	Bismarck ND 58503	LICENSE #LIQ2015-00059	CLASS "D"	YES	Off
Golf Etc. Inc.	228 W Front Street	Bismarck ND 58504	LICENSE #LIQ2015-00111	CLASS "I-2"	YES	On
Horizon Market	125 Durango Drive	Bismarck ND 58503	LICENSE #LIQ2015-00110	CLASS "E"	YES	OFF
Interstate A & B Pizza	1017 E Interstate Ave	Bismarck ND 58501-0551	LICENSE #LIQ2015-00037	CLASS "F-3"	YES	On
JL Beers	217 N 3rd Street	Bismarck ND 58501	LICENSE #LIQ2015-00082	CLASS "E"	YES	On & Off
Landers Interstate Conoco	2210 N 12 th Street	Bismarck ND 58501-1907	LICENSE #LIQ2015-00113	CLASS "E"	YES	Off
Loaf 'N Jug #685	2835 N Washington St	Bismarck ND 58503-1481	LICENSE #LIQ2015-00022	CLASS "E"	YES	Off
Marlin's Family Restaurant	3938 E Divide Avenue	Bismarck ND 58501	LICENSE #LIQ2015-00065	CLASS "F-1"	YES	On
Minerva's Restaurant & Bar	1800 N 12 th Street	Bismarck ND 58501-1979	LICENSE #LIQ2015-00068	CLASS "F-1"	YES	On
Northbrook Mvp Store	1905 N Washington St	Bismarck ND 58501-1673	LICENSE #LIQ2015-00052	CLASS "E"	YES	Off
O'Brian's	1059 E Interstate Avenue	Bismarck ND 58503-0551	LICENSE #LIQ2015-00016	CLASS "D"	YES	On & Off
Paradiso	2620 State Street	Bismarck ND 58503-0667	LICENSE #LIQ2015-00064	CLASS "F-1"	YES	On
Peacock Alley	422 E Main Avenue	Bismarck ND 58501-4042	LICENSE #LIQ2015-00053	CLASS "F-1"	NO	On
Pirogue Grille	121 N 4 th Street	Bismarck ND 58501-4002	LICENSE #LIQ2015-00079	CLASS "I-1"	NO	On
Pizza Hut #2749	2020 N 12 th Street	Bismarck ND 58501-1905	LICENSE #LIQ2015-00089	CLASS "F-3"	YES	On
Pizza Hut #2751	825 E Broadway Avenue	Bismarck ND 58501-4456	LICENSE #LIQ2015-00088	CLASS "F-3"	YES	On
Plaza Beer Depot	204 E Boulevard Ave	Bismarck ND 58501-3575	LICENSE #LIQ2015-00098	CLASS "D"	YES	Off
Polar Package Place/Lucky's	2150 E Thayer Avenue	Bismarck ND 58501-4953	LICENSE #LIQ2015-00045	CLASS "D"	YES	On & Off
Radisson Hotel	605 E Broadway Avenue	Bismarck ND 58501-4410	LICENSE #LIQ2015-00076	CLASS "C"	YES	On
Ramada Bismarck Hotel	1400 Interchange Ave	Bismarck ND 58501-2077	LICENSE #LIQ2015-00019	CLASS "C"	YES	On

Red Lobster #0487	1130 E Century Avenue	Bismarck ND 58503-0535	LICENSE #LIQ2015-00081	CLASS "F-1"	YES	On
Rock 'N 50's Café	2700 State Street	Bismarck ND 58503-0669	LICENSE #LIQ2015-00039	CLASS "F-1"	YES	On
Runway Express Mart Inc	1740 Airport Road	Bismarck ND 58504	LICENSE #LIQ2015-00031	CLASS "E"	YES	Off
Sam's Club #4933	2821 Rock Island Place	Bismarck ND 58504-7720	LICENSE #LIQ2015-00062	CLASS "D"	YES	Off
Sidelines	300 S 5 th Street	Bismarck ND 58504-5676	LICENSE #LIQ2015-00017	CLASS "D"	YES	On & Off
Simonson Station Stores	1309 E Interstate Avenue	Bismarck ND 58503	LICENSE #LIQ2015-00084	CLASS "E"	YES	Off
Space Aliens Grill & Bar	1304 E Century Avenue	Bismarck ND 58503-0627	LICENSE #LIQ2015-00041	CLASS "F-1"	YES	On
Sports Page	1120 Tacoma Avenue	Bismarck ND 58504-7454	LICENSE #LIQ2015-00015	CLASS "D"	YES	On & Off
Stadium Sports Bar and Lodge	1247 W Divide Avenue	Bismarck ND 58501-1290	LICENSE #LIQ2015-00043	CLASS "D"	YES	On & Off
Stamart Travel Center	3936 E Divide Avenue	Bismarck ND 58501-7927	LICENSE #LIQ2015-00012	CLASS "E"	YES	Off
Tap In Tavern	601 Memorial Hwy	Bismarck ND 58504-5392	LICENSE #LIQ2015-00114	CLASS "E"	YES	On & Off
Texas Roadhouse	1505 Burnt Boat Drive	Bismarck ND 58503-0837	LICENSE #LIQ2015-00011	CLASS "F-1"	YES	On
Vintner's Winery	2700 State Street	Bismarck ND 58503-0669	LICENSE #LIQ2015-00058	CLASS "N"	NO	On & Off
Walmart #1534	2717 Rock Island Place	Bismarck ND 58504-7721	LICENSE #LIQ2015-00061	CLASS "D"	YES	Off
Walmart #3648	1400 Skyline Blvd	Bismarck ND 58503	LICENSE #LIQ2015-00060	CLASS "D"	YES	Off

CITY OF BISMARCK

Date Received <u>3-21-16</u>	APPLICATION FOR TAXI CAB LICENSE	PERMIT # <u>TAXC3016</u> Expiration Date <u>0000</u> <u>3-22-17</u>
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Chapter 5-05-03 of the Code of Ordinances of the city of Bismarck requires that "a person may not operate or permit a taxicab owned or controlled by him to be operated as a vehicle for hire upon the streets of the city without obtaining a license pursuant to this chapter."

1. Name of Applicant (Business or Individual): AKHYARHOUT Ould MOHAMED - "DAKOTAXI" - Airport
 Business Address: 2715 HAWKEN St. [REDACTED] BISMARCK, ND 58503
 Business Phone Number: [REDACTED] After Hours Number: [REDACTED]
 Home Address: [REDACTED]
2. Applicant's experience in the transportation of passengers:
18 years Experience in field of Transportation; 12 years: Taxi Driver (2003-2015)
6 years: Limousine Operator (1997-2003)
3. Number of vehicles to be operated or controlled by the applicant: 1
4. Location of proposed depots and terminals: 2715 HAWKEN St [REDACTED] BISMARCK, ND 58503
5. Color scheme of insignia to be used to designate the motor vehicle(s) of the applicant:
Black << T >> on Red

Make	Model	Serial Number	Capacity of Passengers
<u>CHEVROLET</u>	<u>UPLANDER</u>	<u>[REDACTED]</u>	<u>6</u>

**If more space is needed, attach extra pages

Please enclose an application fee of \$100.00 made payable to City of Bismarck. To complete this application, a copy of a rate schedule showing all proposed rates, fee, and charges must accompany this application.

Applicant's Signature: A. Mous Date: 12/18/2015

Date reported to Police Department: _____

Public Hearing Scheduled: Yes No Date: _____

City of Minot
TAXICAB DRIVERS LICENSE

License No. [REDACTED] Date 9-16-14

Name AKHYARHOUM MOHAMED

Address [REDACTED]

Color of hair BLACK Birthdate [REDACTED]

Color of eyes BROWN Height 5'9"

Signature of Licensee A. Mohamed

Taxi Driver's License

Bismarck

Mohamed Akhyarhoum

Permit Number

Issued:

Expiration:



MEDALLION DRIVER LICENSE

AKHYARHOUM MOHAMED

LICENSE NUMBER

5128922

EXPIRES -1625-

12/17/2014

NEW YORK CITY TAXI AND LIMOUSINE COMMISSION



VEHICLE OPERATOR'S LICENSE

EXPIRES:

12/17/2004

AKHYARHOUM MOHAMED

LICENSE NUMBER:

5128922

TAXICAB

MOHAMED

AKHYARHOUM




Taxi Experience:

↳ 2003 → 2015

12 years



N.Y.C. 2 WAY, INTERNATIONAL LTD.

LUXURY CAR & LIMOUSINE SERVICE • COMPUTERIZED DISPATCHED 24 HOURS A DAY

Date: October 27, 1997

Re: _____

VIN.: 1LNLM81w7PY601402

Make & Model : 93 LINCOLN

Limo-Experience:
1997 → 2003
6 years

To Whom it May Concern:

This letter is to state that MOULD A. MOHAMED is an owner/operator with NYC Two-Way International, Ltd., (Taxi & Limousine Commission # 00412). His / Her radio number with us is #321. His / Her vehicle is equipped with a two-way computer / radio system. As per rules and regulations of NYC, no driver is allowed to pick up any passengers off the streets.

Thank you for your attention in this matter.

Sincerely,

Marc Brosdsky
Operations Manager

DAKOTAXI

Dec. 2015

Rate Schedule: Rates, Fees and Charges

A. Local (In Town):

Initial Fee: \$4.75

Waiting Time: \$.50/minute Surchage: \$.50/stop

\$1.00 per additional passenger

Miles	Fares	Sr. Disc	Miles	Fares	Sr. Disc	Miles	Fares	Sr. Disc
	4.75	No Disc	4.5	15.57	14.57	9.0	26.39	25.39
0.2	5.15	4.15	4.7	15.97	14.97	9.2	26.79	25.79
0.4	5.55	4.55	4.9	16.37	15.37	9.4	27.19	26.19
0.5	5.95	4.95	5.0	16.77	15.77	9.5	27.60	26.60
0.7	6.35	5.35	5.2	17.17	16.17	9.7	28.00	27.00
0.9	6.75	5.75	5.4	17.58	16.58	9.9	28.40	27.40
1.0	7.15	6.15	5.5	17.98	16.98	10.0	28.80	27.80
1.2	7.56	6.56	5.7	18.38	17.38	10.2	29.20	28.20
1.4	7.96	6.96	5.9	18.78	17.78	10.4	29.60	28.60
1.5	8.36	7.36	6.0	19.18	18.18	10.5	30.00	29.00
1.7	8.76	7.76	6.2	19.58	18.58	10.7	30.40	29.40
1.9	9.16	8.16	6.4	19.98	18.98	10.9	30.80	29.80
2.0	9.56	8.56	6.5	20.38	19.38	11.0	31.20	30.20
2.2	9.96	8.96	6.7	20.78	19.78	11.2	31.60	30.60
2.4	10.36	9.36	6.9	21.18	20.18	11.4	32.00	31.00
2.5	10.76	9.76	7.0	21.58	20.58	11.5	32.41	31.41
2.7	11.16	10.16	7.2	21.98	20.98	11.7	32.81	31.81
2.9	11.56	10.56	7.4	22.39	21.39	11.9	33.21	32.21
3.0	11.96	10.96	7.5	22.79	21.79	12.0	33.61	32.61
3.2	12.37	11.37	7.7	23.19	22.19	12.2	34.01	33.01
3.4	12.77	11.77	7.9	23.59	22.59	12.4	34.41	33.41
3.5	13.17	12.17	8.0	23.99	22.99	12.5	34.81	33.81
3.7	13.57	12.57	8.2	24.39	23.39	12.7	35.21	34.21
3.9	13.97	12.97	8.4	24.79	23.79	12.9	35.61	34.61
4.0	14.37	13.37	8.5	25.19	24.19			
4.2	14.77	13.77	8.7	25.59	24.59			
4.4	15.17	14.17	8.9	25.99	24.99			

B- Long distance (out of Town): \$
Two dollar per mile: $\frac{2.00}{\text{mile}}$

NEW

RENEWAL NUMBER

CROSS REFERENCE NUMBER

70 APS 057237 - 01

ITEM ONE NAMED INSURED & ADDRESS

MOHAMED AKHYARHOUM



NATIONAL INDEMNITY COMPANY
OMAHA, NEBRASKA
BUSINESS AUTO COVERAGE DECLARATIONS

The Declarations include a second part designated "Part 2".

Producer

BBH INSURANCE INC
PO BOX 340
STANLEY, ND 58784

FORM OF NAMED INSURED'S BUSINESS: Individual

NAMED INSURED'S BUSINESS: TAXI

POLICY PERIOD: Policy covers FROM 05/22/2015 3:23 PM TO 05/22/2016 12:01 A.M. Standard Time at the Named Insured's Address stated above.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Table with 4 columns: COVERAGES, COVERED AUTOS, LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS, PREMIUM. Rows include LIABILITY, PERSONAL INJURY PROTECTION, ADDED P.I.P., PROPERTY PROTECTION INSURANCE, AUTO MEDICAL PAYMENTS, UNINSURED MOTORISTS, UNDERINSURED MOTORISTS, PHYSICAL DAMAGE INSURANCE, and FORMS AND ENDORSEMENTS.

Countersigned At Northern States Agency, Inc. Mendota Heights, MN

By [Signature] AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.

[Signature]

Secretary

[Signature]

President



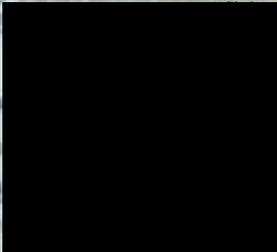
North Dakota
DAKOTA

COMMERCIAL
DRIVER LICENSE

USA
ND



CLASS A
MOHAMED
AKHYARHOUM OULD



18

SEX M

HGT 5'-09"

EYES BRO



Mohamed

DD 5MOH585018MA118311B69NAN

REV 01-28-2014

CERTIFICATE OF TITLE FOR A VEHICLE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SFN 2875 (Rev. 01-11)

MOTOR VEHICLE DIVISION
ND DEPT. OF TRANSPORTATION
608 E. BOULEVARD AVENUE
BISMARCK, ND 58505-0780
PHONE (701) 328-2725

VIN [REDACTED]	YEAR MODEL 2008	YEAR REGISTERED 2008	MAKE CHEVROLET	BODY STYLE EXT SPORT VAN	MODEL UPLANDER
OWNER(S) NAME MOHAMED, AKHYARHOUM OULD		TITLE NUMBER 7056773	VEHICLE TYPE TRUCK	SHIPPING WEIGHT 4084	DATE ISSUED 01-16-2015
MAIL TO [REDACTED]	190		ODOMETER READING 218370 MI	ODOMETER STATUS ACTUAL	

PART 1. ASSIGNMENT AND WARRANTY OF TITLE (DELIVER TITLE TO BUYER WITHIN 15 DAYS FROM DATE OF SALE)

Applicant's/Buyer's Legal Name (first, middle, last) or Firm Name (Lessor, Trust):		<input type="checkbox"/> Driver's License	<input type="checkbox"/> FEIN	Telephone Number
Mailing Address	City	State	ZIP Code	County
Co-Applicant's/Buyer's Legal Name (first, middle, last) or Firm Name (Lessee, Trust):		<input type="checkbox"/> Driver's License	<input type="checkbox"/> FEIN	Telephone Number
Mailing Address	City	State	ZIP Code	County
Check one:	<input type="checkbox"/> Or	<input type="checkbox"/> And	<input type="checkbox"/> And/Joint Tenants with Right of Survivorship	Purchase Date (Mo., Day, Year)
Purchase Price				Odometer Reading <small>NO TENTHS</small>
<p>Odometer Disclosure: Federal and State laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> Mileage stated is in excess of its mechanical limits. <input type="checkbox"/> Odometer reading is not the actual mileage (warning *odometer discrepancy)</p>				
Signature of Seller/Transferor X	Date (Mo., Day, Year)	Signature of Applicant/Buyer/Transferee X	Date (Mo., Day, Year)	
Signature of Seller/Transferor X	Date (Mo., Day, Year)	Signature of Applicant/Buyer/Transferee X	Date (Mo., Day, Year)	
Hand-Printed Name(s) of Seller(s)/Transferor(s)	Daytime Telephone Number	Hand-Printed Name(s) of Applicant(s)/Buyer(s)/Transferee(s)		

LEGAL TITLE OWNER (LIENHOLDER)

Any lien recorded in the office of the Department of Transportation is shown below. The lienholder named is and shall remain legal owner of the vehicle until the encumbrance is released or satisfied.



N 225628

I certify that the applicant has complied with the requirements of Title 39 of the North Dakota Century Code relative to the issuance of a certificate of title for a vehicle.

[Signature]
Deputy Director for Driver and Vehicle Services

LIEN RELEASE

ALL INTERESTS IN THE VEHICLE DESCRIBED ABOVE ARE RELEASED.

Lienholder Name	
Signature of Agent X	Date

THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR FALSE OR FRAUDULENT STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE.

VEHICLE REGISTRATION CARD
 NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
 MOTOR VEHICLE DIVISION
 608 E BOULEVARD AVE, BISMARCK ND 58505-0780
 PHONE (701) 328-2725
 SFN 2961 (10-04)

**THIS CARD MUST BE
 CARRIED IN VEHICLE
 AT ALL TIMES**

12-01-2015

Expiration Date 12-31-2016	License No 802ABR	Decal 1216	Reg. Weight 4084	License Type PASS STD	Year 1st Reg. 2008
ND Title No. 7056773	Yr. Model 2008	Make CHEVROLET		Model UPLANDER	
Vehicle Identification Number [REDACTED]		Vehicle Sub-Type PASSENGER	Registered County WARD	Unit No.	

Registered Owner or Lessee

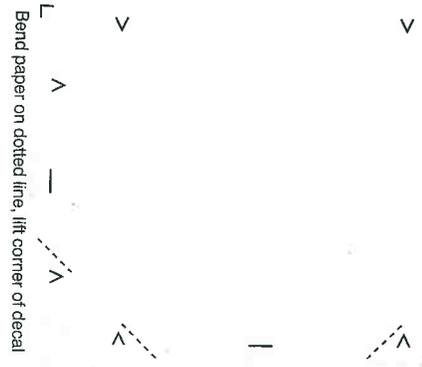
16127 - 769



[Signature]
 DIRECTOR OF DRIVER AND VEHICLE SERVICES

**INSTRUCTIONS FOR APPLYING
 PLATE DECALS:**

1. Verify plate number and decal match
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit
3. Clean and dry plate before affixing new decal
4. Remove decal by bending corner of card under decal along dotted line
5. Next, lift up corner of decal where card is creased
6. Decal is fragile - peel decal off slowly
7. Apply decal to upper right-hand corner of plate
8. Rub or press firmly around edges of decal after applying





License Reviews

City of Bismarck

License Number: **TAXC2016-00002**

Licensee Name: **AIRPORT DAKOTAXI**

Applied: **3/22/2016**

Issued:

Site Address: **2715 HAWKEN ST 16**

Expired: **3/22/2017**

City, State Zip Code: **BISMARCK, ND 58503**

Status: **PENDING**

Applicant: **MOHAMED, AKHYARHOUM OULD**

Parent License:

Owner: **FTC3 LLC**

Contractor: **<NONE>**

Details:

NEW TAXI COMPANY LICENSE

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: AUTO						
3/22/2016	3/22/2016	3/23/2016	COMPLETENESS CHECK-TAXI	Marla Schroeder	INCOMPLETE	
Notes: SHORT \$25.00 FOR 1 CAB FEE						
3/22/2016	3/29/2016	3/23/2016	POLICE TAXI REVIEW	Jeff Solemsaas	APPROVED W/CONDITIONS	
Notes: Vehicle inspection will need to be submitted before operation. Driver(s) will need to be permitted before application.						
3/29/2016	3/31/2016	3/30/2016	CITY ADMIN	Keith Hunke	APPROVED W/CONDITIONS	
Notes:						
3/29/2016	3/29/2016	3/30/2016	CHIEF REVIEW	Dan Donlin	APPROVED W/CONDITIONS	
Notes: Vehicle inspection will need to be submitted before operation. Driver(s) will need to be permitted before application. Forward to City Admin.						
3/31/2016	6/16/2016	4/1/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	COMPLETE	
Notes: THIS GENTLEMAN NEEDS TO PICK A DIFFERENT NAME AS THIS NAME IS TOO SIMILAR TO AN APPROVED TAXI APPLICATION NAMED DAKOTA TAXI MARIANA CAME IN ON 6-15-2016 AND ASKED TO CHANGE NAME TO AIRPORT DAKOTAXI WHICH WAS AGREED TO BY CITY ATTY CHARLIE WHITMAN.						



MEMORANDUM

DATE: June 21, 2016

TO: Mayor Mike Seminary
Commissioner Josh Askvig
Commissioner Nancy Guy
Commissioner Steve Marquardt
Commissioner Elect Shawn Obar

FROM: Greg Haug, Airport Director 

RE: Consent Agenda Items for June 28, 2016 City Commission Meeting.

The Airport has placed three items on your consent agenda, the first two are related items; Consider an assignment of the rental car concession agreement with Twin City Tire Company, d/b/a Avis Rent-A-Car, to Five Star Car Rental, Inc. and consider City approval to assign the Quick Turn Around (QTA) Sublease between BIS QTA. LLC, and Twin City Tire to Five Star Car Rental, Inc. The third item is approval to sell a surplus SkyJack Model SJ3226 scissor lift in accordance with City Ordinance.

The first and second items are agreement assignments. Twin City Tire Company has sold its rental car business to Five Star Car Rental, Inc., contingent on approval of assignments by the City of Bismarck. Twin City Tire has asked the City to approve the Concession Agreement assignment and QTA Sublease assignment. Five Star operates airport car rental concessions at Rapid City Regional Airport and Sioux Falls Regional Airport. Staff has conducted due diligence checks. Five Star appears to be professionally qualified to do business, and possesses sufficient financial resources to assure compliance with the terms and conditions of the concession agreement and the QTA sublease. The City Attorney has reviewed the assignment agreements. Staff recommends the Board approve the Concession Agreement assignment and the QTA Sublease assignment.

The third consent agenda item is approval to sell a surplus SkyJack Model SJ3226 scissor lift in accordance with City Ordinance. The 11 year old scissor lift has been replaced with a more capable lift that will reach higher inside the commercial terminal.

As always, I am available to answer any questions you may have at 701-355-1808.

Enclosures:

1. Car Rental Concession Agreement assignment.
2. QTA Sublease assignment

W:\2008 & Forward\Commission Meeting Agenda info\2016\Agenda Support Letter Consent Agenda June 28, 2016.docx

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and TWIN CITY TIRE COMPANY - 5 STAR RENTAL CAR

Purpose of Contract: ASSIGNMENT AND ASSUMPTION OF QTA SUBLEASE

Contract Amount: NA (FROM TWIN CITY TIRE COMPANY TO 5 STAR RENTAL CAR)

Contract Period: EFFECTIVE JULY 1, 2016

Funding Source: NA

Project Number: (If needed, send copy to Fiscal) NA

Comments: CHARLIE, THIS IS THE FINAL VERSION SENT 06/21/16 (TR)

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

Please send copy of completed contracts to Administration.

ASSIGNMENT AND ASSUMPTION OF QTA SUBLEASE

This Assignment and Assumption of QTA Sublease (this "Assignment") is entered into effective the 1st day of July, 2016 (the "Effective Date"), by and between Twin City Tire Company (a/k/a Twin City Tire Co., Inc.) d/b/a Avis Rent-A-Car, Lic., a North Dakota limited liability company ("Assignor") and 5 Star Car Rental, Inc., a South Dakota corporation authorized to do business in the State of North Dakota ("Assignee").

RECITALS

WHEREAS, Assignor entered into that certain Concession Agreement dated as of July 31, 2015 with the City of Bismarck (the "City") pursuant to which Assignor is permitted and required to, among other things, rent vehicles to the public at the Airport and sublease and use space in a rental car quick-turn-around facility for its operations (the "2015 Concession Agreement"), as well as that certain QTA Sublease with BIS QTA, LLC for the sublease of a portion of a rental car quick-turn-around facility dated September 1, 2015 (the "QTA Sublease"); and

WHEREAS, pursuant to that certain Agreement for Purchase and Sale of Assets entered into by and between Assignor, as Seller, and Assignee, as Buyer, dated June 1, 2016 (the "Purchase Agreement"), Assignor has agreed to sell substantially all of its assets used in connection with its Avis Car Rental franchise located at the Bismarck Airport, Bismarck, ND (the "Franchise"); and

WHEREAS, a condition to Assignee's obligations to close on the transactions contemplated by the Purchase Agreement is the assignment of the QTA Sublease to Assignee; and

WHEREAS Section 10.2(b) of the QTA Sublease provides, in pertinent part, "Sublessee may not assign or subcontract any or all of its rights and obligations hereunder unless its corresponding rights and obligations under the 2015 Concession Agreement are assigned, with notice to Master Lessee and the Trustee and with the consent of the City, at the same time"; and

WHEREAS included in Assignor's sale of all of its assets used in connection with the Franchise, Assignor is also assigning its rights and obligations under the 2015 Concession Agreement, with notice to BIS QTA, LLC, being Master Lessee, and Zions First National Bank, being the Trustee, and with the consent of the City; and

WHEREAS, Assignor desires to assign all of Assignor's rights and obligations as "Sublessee" under the QTA Sublease to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's rights and assume Assignor's obligations under the Lease upon the terms set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns the QTA Sublease and all of Assignor's right, title, and interest thereunder to Assignee. Assignee hereby accepts such assignment. As of the Effective Date, Assignee shall have all of the rights, as Sublessee, under the QTA Sublease, and agrees to assume and be bound by all of Assignor's obligations under the QTA Sublease, as Sublessee, from and after the Effective Date.

2. Mutual Indemnity. Except as otherwise expressly stated in the Purchase Agreement, Assignee shall indemnify and hold Assignor harmless from and against any and all losses, liabilities, costs, expenses, and claims (including reasonable attorney's fees incurred in the defense thereof) incurred by or asserted against Assignor arising out of or related to Assignee's failure to perform any of the obligations of the Sublessee under the QTA Sublease that become due from and after the Effective Date. Except as otherwise expressly stated in the Purchase Agreement, Assignor shall indemnify and hold Assignee harmless from and against any and all losses, liabilities, costs, expenses, and claims (including reasonable attorney's fees incurred in the defense thereof) incurred by or asserted against Assignee arising out of or related to Assignor's failure to perform any of the obligations of Sublessee that became due under the QTA Sublease before the Effective Date.

3. Change of Contact; No Other Effect on Sublease Rights or Obligations. Assignee hereby designates the following as Sublessee contact under Section 10.05 of the QTA Sublease from and after the Effective Date and until Assignee provides to BIS QTA, LLC in writing a different contact address:

U.S. Mail:
5 Star Car Rental, Inc.
P.O. Box 740
Rapid City, SD 57709
Attn: Mark McKie, President

Courier:
5 Star Car Rental, Inc.
2010 E. Mall Dr.
Rapid City, SD 57709
Attn: Mark McKie, President

Except as otherwise expressly stated herein, this Assignment shall have no effect whatsoever on any right or obligation of any party to and under the QTA Sublease.

4. Third-Party Beneficiary. BIS QTA, LLC is an intended third-party beneficiary of this Assignment.

Dated this ____ day of _____, 2016.

ASSIGNOR:

TWIN CITY TIRE COMPANY
(a/k/a Twin City Tire Co., Inc.)

By: _____

Its: _____

Dated this ____ day of _____, 2016.

ASSIGNEE:

5 STAR CAR RENTAL, INC.

By: _____
Mark McKie, President

CONSENT TO ASSIGNMENT

BIS QTA, LLC, an Alaska limited liability company registered to do business in North Dakota, hereby consents to the above Assignment upon the closing of Assignor's assignment of its rights and obligations, and Assignee's acceptance and assumption of such rights and obligations, under the 2015 Concession Agreement, with notice to Zions First National Bank, and consent of the City of Bismarck; and thereupon

- (1) waives any and all of its rights to object or withhold consent under the QTA Sublease in connection with such assignment of the QTA Sublease;
- (2) agrees that, from and after the Effective Date, it will look to Assignee for all liabilities, duties, covenants, **agreement**, and obligations arising from and after the Effective Date; and
- (3) further agrees that from and after the Effective Date, Assignee shall be QTA Sublessee and will be a party thereto.

Dated this ___ day of _____, 2016.

BIS QTA, LLC

By: _____
Its: _____

CONSENT TO ASSIGNMENT

The City of Bismarck, a municipal corporation (the "City") acknowledges it has received notice of the above Assignment of the QTA Sublease, and hereby approves and consents to the same.

Dated this ___ day of _____, 2016.

CITY OF BISMARCK, NORTH DAKOTA

Attest:

By: _____

Keith J. Hunke
City Administrator

By: _____

Michael C. Seminary
President, Board of City Commissioners

CONSENT TO ASSIGNMENT

Zions First National Bank, as Trustee of that certain Declaration of Trust and Trust Agreement (BIS QTA) dated September 10, 2015, acknowledges that it has received notice of the above Assignment of the QTA Sublease, and hereby approves and consents to the same.

Dated this ____ day of _____, 2016.

ZIONS FIRST NATIONAL BANK, as Trustee
of the Declaration of Trust and Trust Agreement
(BIS QTA)

By: _____
Its: _____

ON JUNE 28, 2016 AGENDA

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and TWIN CITY TIRE COMPANY - 5 STAR CAR RENTAL

Purpose of Contract: ASSIGNMENT AND ASSUMPTION OF CAR RENTAL CONCESSION AGREEMENT

Contract Amount: NO CHANGE (FROM TWIN CITY TIRE COMPANY TO 5 STAR CAR RENTAL)

Contract Period: EFFECTIVE JULY 1, 2016

Funding Source: INCOME TO AIRPORT ENTERPRISE FUND

Project Number: (If needed, send copy to Fiscal) NA

Comments: CHARLIE, THIS IS THE ASSIGNMENT FINAL SENT 06/21/16 @

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

Please send copy of completed contracts to Administration.

ASSIGNMENT AND ASSUMPTION OF CONCESSION AGREEMENT

This Assignment and Assumption of Concession Agreement (this "Assignment") is entered into effective the 1st day of July, 2016 (the "Effective Date"), by and between Twin City Tire Company (a/k/a Twin City Tire Co., Inc.) d/b/a Avis Rent-A-Car, Lic., a North Dakota limited liability company ("Assignor") and 5 Star Car Rental, Inc., a South Dakota corporation authorized to do business in the State of North Dakota ("Assignee").

RECITALS

WHEREAS, Assignor entered into that certain Concession Agreement with the City of Bismarck for a Rental Car Concession at the Bismarck Airport dated July 31, 2015 (the "Initial Concession Agreement"), as amended by that certain Amendment 1 to Concession Agreement between the City of Bismarck and Twin City Tire Co. Inc., d/b/a Avis Rent-A-Car ("Amendment 1"), as further amended by that certain Amendment 2 to Concession Agreement between the City of Bismarck and Twin City Tire Company, d/b/a Avis Rent-A-Car ("Amendment 2"); and

WHEREAS, the Initial Concession Agreement as amended by Amendment 1 and Amendment 2, and as modified or amended from time to time hereafter shall be referred to herein as the "Concession Agreement;" and

WHEREAS, pursuant to that certain Agreement for Purchase and Sale of Assets entered into by and between Assignor, as Seller, and Assignee, as Buyer, dated June 1, 2016 (the "Purchase Agreement"), Assignor has agreed to sell substantially all of its assets used in connection with its Avis Car Rental franchise located at the Bismarck Airport, Bismarck, ND (the "Franchise"); and

WHEREAS, a condition to Assignee's obligations to close on the transactions contemplated by the Purchase Agreement is the assignment of the Concession Agreement to Assignee; and

WHEREAS, Assignor desires to assign all of Assignor's rights and obligations as "Concessionaire" under the Concession Agreement to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's rights and assume Assignor's obligations under the Lease upon the terms set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns the Concession Agreement and all of Assignor's right, title, and interest thereunder to Assignee. Assignee hereby accepts such assignment. As of the Effective Date, Assignee shall have all of the rights, as Concessionaire, under the Concession Agreement, and agrees to assume and be bound by all of

Assignor's obligations under the Concession Agreement, as Concessionaire, from and after the Effective Date.

2. Mutual Indemnity. Except as otherwise expressly stated in the Purchase Agreement, Assignee shall indemnify and hold Assignor harmless from and against any and all losses, liabilities, costs, expenses, and claims (including reasonable attorney's fees incurred in the defense thereof) incurred by or asserted against Assignor arising out of or related to Assignee's failure to perform any of the obligations of the Concessionaire under the Concession Agreement that become due from and after the Effective Date. Except as otherwise expressly stated in the Purchase Agreement, Assignor shall indemnify and hold Assignee harmless from and against any and all losses, liabilities, costs, expenses, and claims (including reasonable attorney's fees incurred in the defense thereof) incurred by or asserted against Assignee arising out of or related to Assignor's failure to perform any of the obligations of Concessionaire that became due under the Concession Agreement before the Effective Date.

3. Change of Contact: No Other Effect on Concession Agreement Rights or Obligations. Assignee hereby designates the following as Concessionaire's contact under Section 36 of the Concession Agreement from and after the Effective Date and until Assignee provides to the City of Bismarck in writing a different contact address:

U.S. Mail:
5 Star Car Rental, Inc.
P.O. Box 740
Rapid City, SD 57709
Attn: Mark McKie, President

Courier:
5 Star Car Rental, Inc.
2010 E. Mall Dr.
Rapid City, SD 57709
Attn: Mark McKie, President

Except as otherwise expressly stated herein, this Assignment shall have no effect whatsoever on any right or obligation of any party to and under the Concession Agreement.

4. Third-Party Beneficiary. The City of Bismarck is an intended third-party beneficiary of this Assignment.

5. Counterparts. This Agreement and the Consent may be signed in one or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument.

This Assignment shall be effective as of the Effective Date, assuming that the transactions contemplated under the Purchase Agreement close, and further assuming the execution of the Consent to Assignment below by the City of Bismarck. In the event the Purchase Agreement fails to close for any reason whatsoever or in the event the City of Bismarck

does not consent to this Assignment, this Assignment shall be null and void and neither party shall have any further liability to the other hereunder.

[SIGNATURES AND CONSENT ON THE FOLLOWING PAGES.]

Dated this ____ day of _____, 2016.

ASSIGNOR:

TWIN CITY TIRE COMPANY
(a/k/a Twin City Tire Co., Inc.)

By: _____

Its: _____

Dated this ____ day of _____, 2016.

ASSIGNEE:

5 STAR CAR RENTAL, INC.

By: _____
Mark McKie, President

[CITY OF BISMARCK CONSENT ON THE FOLLOWING PAGE.]

CONSENT TO ASSIGNMENT

The City of Bismarck, a municipal corporation (the “City”) hereby consents to the above Assignment and hereby waives any and all of the City’s rights under the Concession Agreement in connection with such assignment of the Concession Agreement. The City hereby agrees that, from and after the Effective Date, the City will look to Assignee for all liabilities, duties, covenants, agreement, and obligations arising from and after the Effective Date. The City further agrees that from and after the Effective Date, Assignee shall be entitled to hold and enforce all of the privileges, rights, and benefits of Assignor under the Concession Agreement and will be a party thereto.

Dated this ___ day of _____, 2016.

CITY OF BISMARCK, NORTH DAKOTA

Attest:

By: _____

Keith J. Hunke
City Administrator

By: _____

Michael C. Seminary
President, Board of City Commissioners

Bismarck City Administration

To: Mayor Seminary
Commissioner Askvig
Commissioner Guy
Commissioner Marquardt
Commissioner Oban

From: Keith J. Hunke, City Administrator



Date: June 22, 2016

Re: Request to Consider and Approve Employee Retirement Celebration Policy

The Administration Department is requesting consideration and approval of the attached policy regarding employee retirement celebrations utilizing city funds.

Recent situations have been brought to our attention as reminders of the need to clarify when it is appropriate and allowable to use city department funds for employee retirement celebrations.

Department heads provided input and have approved the attached draft of the policy.

Funding for approved employee retirement celebrations would come from existing department budgets.

Please contact me if you have questions or require additional information prior to the meeting.

Thank you.

Employee Retirement Celebration Policy

Purpose:

It is recognized that celebrations honoring retiring employees are a valid means of employee recognition and add value to the organization. At the same time, City of Bismarck employees are accountable to the public for the appropriate use of city funds. The following procedures below will apply to all retirement celebrations utilizing city funds.

Procedures:

Department head approval is required in all cases prior to scheduling and expending department funds for an employee retirement celebration.

Each department head may allow employees to attend City of Bismarck employee retirement celebrations held during work hours provided all departments maintain adequate staffing to conduct normal business.

Employee retirement celebrations shall be held in appropriate public venues.

It is permissible, subject to availability, to use city department funds to purchase a retirement celebration cake, non-alcoholic beverages, cups, plates, napkins, and utensils, and plaque. The total expenditure of city funds cannot exceed \$100.00.

Employee personal funds may be used to supplement employee retirement celebrations. No funds may be solicited or received from contractors, vendors or customers for such celebrations.

Minimum Eligibility:

Employees must meet the minimum retirement eligibility requirements for their respective retirement pension plan and have been employed with the City of Bismarck for a minimum of 5 consecutive years.

Approval Date:

Revision Date:



MEMORANDUM

TO: Jason Tomanek – Assistant City Administrator
FROM: Charlie Jeske – Director Event Center
DATE: June 21, 2016
RE: Concert Buyer Agreement

Please place on the June 28 Commission agenda the request to enter into the attached agreement with Pepper Entertainment starting July 1, 2016 for one year with three one year options available.

Pepper Entertainment is a promoter out of Sioux Falls which has done a lot of shows in that market looking to expand. We have tried getting them aboard in the past but nothing has worked out until the recent Boston concert. They are looking at some larger shows over the next year along with a few in the Belle.

I will be present at the City Commission meeting to respond to questions regarding this matter. Please contact me if you have any questions or require additional information prior to the meeting.

CO-PROMOTION AGREEMENT

*Bismarck Event Center *** Pepper Entertainment*

This Co-promotion agreement ("Agreement") is between Pepper Entertainment of SIOUX FALLS, SD (hereinafter called "PEPPER") and BISMARCK EVENT CENTER (hereinafter called the "CENTER") regarding a co-promotional relationship for shows to take place between July 1, 2016 to June 30, 2017 at the Bismarck Civic Center, Exhibit Hall or Belle Mehus Auditorium in Bismarck, North Dakota. This Agreement may be renewed for up to three additional one year terms upon the mutual agreement of the parties. The parties agree as follows:

1. For the co-promotion of shows, the parties agree that they will combine all "Revenues," as defined below, from each individual show; pay all show "Expenses," as defined below, from the Revenues and split any remaining funds equally or if there is a show loss greater than revenues, CENTER will pay to PEPPER the amount received as CENTER ancillary revenues. No further losses shall be incurred by CENTER. CENTER losses are capped at an amount equal to CENTER ancillary revenues.
2. The CENTER shall have the right to approve each co-promote show prior to being obligated to co-promote the show with PEPPER. PEPPER will produce an Offer/Expense Sheet showing the particulars for each show intended for co-promotion, sign the same and forward it to the CENTER. If the CENTER accepts the show for co-promotion, the CENTER shall sign the Offer/Expense Sheet and return a copy to PEPPER. The executed Offer/Expense Sheet signed by the parties shall be the controlling agreement for that particular show. A signed copy of the artist's contract and any rider dealing with the show will be forwarded to the CENTER when executed. *All Expenses settled @ actual. OFFER/Expense sheet indicates estimated Show Expenses only.*
3. "Revenue" shall include the following:
 - a. All earned rent and box office commissions received by the CENTER.
 - b. All net merchandise sales, less state and local tax (6.5%), less staff fee of 5% if CENTER staff is used, less credit card fees, if any.
 - c. Revenue collected by the CENTER for each show for soft costs including forklift costs (gas will need to be paid), barricades, spotlight fees, stage extension and mix platform costs, not to include labor charges for each item.
 - d. CENTER's thirty (30%) revenue from the beer, but for each show with beer sales, the CENTER will withhold a cleanup fee of \$500 for Belle Mehus or Theater Set shows and \$1000 for Arena or Exhibit Hall shows.
 - e. Thirty (30%) of the CENTER'S net revenue from in-house concessions.
 - f. All of the CENTER'S \$2.00 per ticket facility fee net of any applicable taxes. *Plus Ticket Rebates (100%)*

- g. All promoter profit from show (all ticket revenue).
 - h. Any promoter bump, net of applicable taxes, will be shared.
4. "Expenses" shall include the following:
- a. Cost of the show (PEPPER's payment to the artist or show).
 - b. All hard costs included on the CENTER'S rate sheet
 - c. Advertising, publicity and promotion.
 - d. Any other expenses as agreed between the parties for any specific show.
 - e. All show accepted promoter travel expenses received by PEPPER for the show.
5. The following additional terms shall govern this Agreement:
- a. All advertising, publicity and promotion placement for each event under this Agreement shall be mutually determined and agreed upon by the parties.
 - b. All ticketing issues, maps and pricing for each show under this Agreement shall be mutually determined and agreed upon by the parties.
 - c. The CENTER will include the \$2.00 facility fee to each ticket sold for shows under this Agreement. *(place on top of NET FACE FEE)*

BISMARCK EVENT CENTER
 Dated this _____ day of June 2016

PEPPER ENTERTAINMENT
 Dated this 17 day of June 2016

 Mike Seminary, President

 Jered Johnson *J.S. President*

Bismarck City Commission

Pepper Entertainment

Attest _____
 Charlie Jeske, Event Center Director



Engineering Department

June 22, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, PE 
City Engineer

Re: AGENDA ITEM
Dakota Carrier Network Encroachment and Waiver Agreement
1145 West Turnpike Avenue

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 28, 2016, at 5:15 p.m. in the Tom Baker Room.

Dakota Carrier Network has requested permission to install and maintain privately owned fiber optic cable within the public right-of-way as shown on the attached map, per the enclosed Agreement and Waiver. We recommend approval of the attached Agreement and Waiver for the fiber optic cable's encroachment on the right-of-way.

GJS/ps
Enc.

June 8, 2016

Tom Kary
City of Bismarck, Engineering Department
221 North 5th Street
Bismarck, ND 58506-5503

**Re: 1816172 - Dakota Carrier Network
Right-of-Way Request Warford Orthodontics 1145 W Turnpike Ave**

Dear Mr. Kary:

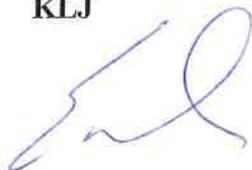
Enclosed, find an executed Agreement and Waiver application and route exhibit for the proposed construction of fiber optic facility being requested by Dakota Carrier Network (DCN).

The proposed project is scheduled to begin June 27, 2016, with a completion scheduled for June 30, 2016.

Thank you, for considering DCN's application for right-of-way use. If you have any questions or comments regarding this matter, please feel free to contact me at your convenience at 701-355-8422.

Respectfully,

KLJ

A handwritten signature in blue ink, appearing to read 'Eric Wald', with a stylized flourish at the end.

Eric Wald
Project Manager

Enc. (1 each) Exhibit A
(1) Agreement and Waiver Application

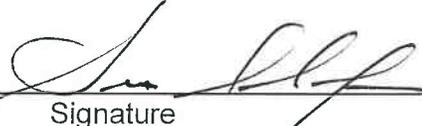
AGREEMENT AND WAIVER

The City of Bismarck hereby grants DCN, LLC (Grantee) the right to install and maintain a cable under the public right-of-way as shown on the attached Exhibit A, subject to the following conditions:

1. The Grantee shall comply with all rules regarding non-franchised utility installations in the public right-of-way as set by the City Engineer.
2. The term of this grant shall be for fifteen (15) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial 15-year term upon six month's written notice to the Grantee.
3. Upon the end of the term or prior abandonment by the Grantee, the Grantee shall, at its own expense, remove the cable and restore the public right-of-way to its original condition, if so required by the City.
4. In exchange for the City's permission to run a cable under City right-of-way or under a City street, Grantee agrees to release the City, its assigns or other franchised utilities from and waive any and all claims relating to said cable including but not limited to damages arising from damage resulting from damage to the cable by the City, its assigns or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk and understands that the City, its assigns, or other franchised utilities have no reliable method of indexing or locating the cable. Grantee shall file complete facility location information with the City. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for expense or damage to the cable by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the cable under the public right-of-way. Grantee agrees to place facilities no deeper than 48", if depths greater than 48" are necessary, the actual depths will be identified on the as built drawings when the Grantee files complete facility location information with the City. Grantee agrees that after its installation, it will restore the City right-of-way or street to its original condition. In the event it shall become necessary for the City to perform street maintenance or construction at the location of the cable, Grantee shall temporarily relocate the cable at its sole expense upon notice from the City to relocate.
5. As a condition of the City's permission for the Grantee to locate its cable in the public right-of-way, Grantee agrees that it will not provide any services to local customers without first obtaining a franchise. If the Grantee should at any time obtain a franchise to provide services locally, it shall then be treated like other franchised utilities and be released from any obligation imposed by this agreement to indemnify or hold harmless other franchised utilities with respect to its cable installations.

DATED this 8TH day of JUNE, 2016

DCN, LLC

By: 
Signature

3901 Great Plains Drive South
Fargo, ND 58104
Address

DATED this _____ day of _____, 2016

CITY OF BISMARCK

By: _____
Mike Seminary
Mayor

R80W

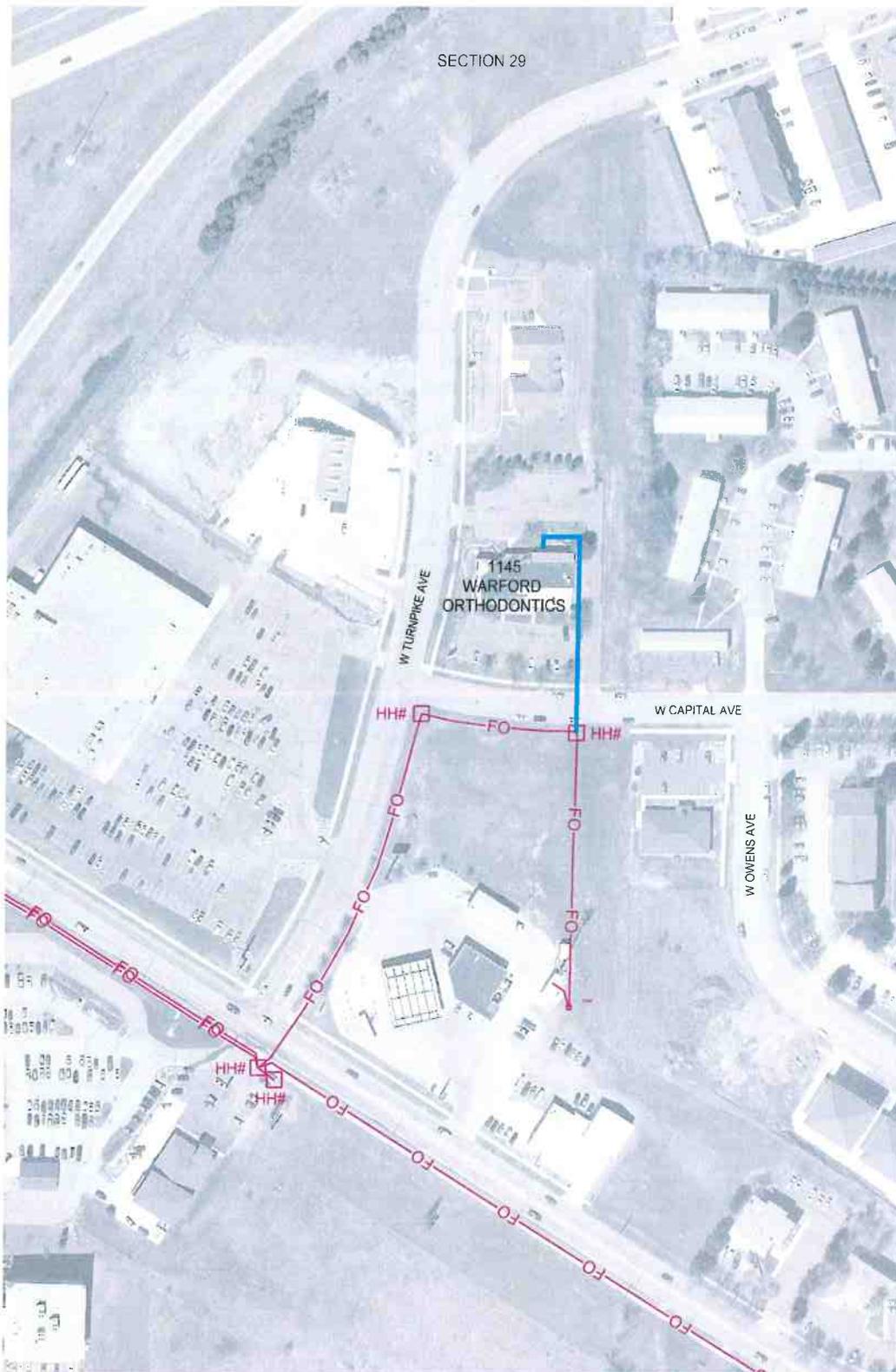
SECTION 29

DCN
Dakota Carrier
NETWORK

3901 Great Plains Drive South
Fargo, ND 58104
Office 800.814.3333
Fax 701.280.1166
www.dakotacarrier.com

Project No.	1816172
File Name	EXH_A
Drafted By	DS
Drafted Date	06/08/16
Record Drawing By	
Record Drawing Date	
Revised By	
Revision Date	
Scale	1"=200'

T139N



BISMARCK
EXHIBIT "A"



4585 Coleman Street
Bismarck, ND 58503
Office 701.355.8400
Fax 701.355.8781
www.kljeng.com



NEW HANDHOLE	■ HH#
EXISTING HANDHOLE	□ HH#
NEW CONSTRUCTION CORRIDOR	—
EXISTING CONSTRUCTION CORRIDOR	—

Sheet Number 1 OF 1

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Engineering Department

June 22, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, PE 
City Engineer

Re: AGENDA ITEM
Dakota Carrier Network Encroachment and Waiver Agreement
1730 Burnt Boat Drive

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 28, 2016, at 5:15 p.m. in the Tom Baker Room.

Dakota Carrier Network has requested permission to install and maintain privately owned fiber optic cable within the public right-of-way as shown on the attached map, per the enclosed Agreement and Waiver. We recommend approval of the attached Agreement and Waiver for the fiber optic cable's encroachment on the right-of-way.

GJS/ps
Enc.

4585 Coleman Street
PO Box 1157
Bismarck, ND 58502-1157
701 355 8400
kljeng.com



June 9, 2016

Tom Kary
City of Bismarck, Engineering Department
221 North 5th Street
Bismarck, ND 58506-5503

**Re: 1816171 - Dakota Carrier Network
Right-of-Way Request Eide Baily 1730 Burnt Boat Dr**

Dear Mr. Kary:

Enclosed, find an executed Agreement and Waiver application and route exhibit for the proposed construction of fiber optic facility being requested by Dakota Carrier Network (DCN).

The proposed project is scheduled to begin June 30, 2016, with a completion scheduled for July 8, 2016.

Thank you, for considering DCN's application for right-of-way use. If you have any questions or comments regarding this matter, please feel free to contact me at your convenience at 701-355-8422.

Respectfully,

KLJ

A handwritten signature in blue ink, appearing to be 'Eric Wald', written over a light blue circular watermark.

Eric Wald
Project Manager

Enc. (1 each) Exhibit A
(1) Agreement and Waiver Application

AGREEMENT AND WAIVER

The City of Bismarck hereby grants DCN, LLC (Grantee) the right to install and maintain a cable under the public right-of-way as shown on the attached Exhibit A, subject to the following conditions:

1. The Grantee shall comply with all rules regarding non-franchised utility installations in the public right-of-way as set by the City Engineer.
2. The term of this grant shall be for fifteen (15) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial 15-year term upon six month's written notice to the Grantee.
3. Upon the end of the term or prior abandonment by the Grantee, the Grantee shall, at its own expense, remove the cable and restore the public right-of-way to its original condition, if so required by the City.
4. In exchange for the City's permission to run a cable under City right-of-way or under a City street, Grantee agrees to release the City, its assigns or other franchised utilities from and waive any and all claims relating to said cable including but not limited to damages arising from damage resulting from damage to the cable by the City, its assigns or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk and understands that the City, its assigns, or other franchised utilities have no reliable method of indexing or locating the cable. Grantee shall file complete facility location information with the City. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for expense or damage to the cable by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the cable under the public right-of-way. Grantee agrees to place facilities no deeper than 48", if depths greater than 48" are necessary, the actual depths will be identified on the as built drawings when the Grantee files complete facility location information with the City. Grantee agrees that after its installation, it will restore the City right-of-way or street to its original condition. In the event it shall become necessary for the City to perform street maintenance or construction at the location of the cable, Grantee shall temporarily relocate the cable at its sole expense upon notice from the City to relocate.
5. As a condition of the City's permission for the Grantee to locate its cable in the public right-of-way, Grantee agrees that it will not provide any services to local customers without first obtaining a franchise. If the Grantee should at any time obtain a franchise to provide services locally, it shall then be treated like other franchised utilities and be released from any obligation imposed by this agreement to indemnify or hold harmless other franchised utilities with respect to its cable installations.

DATED this 9TH day of JUNE, 2016

DCN, LLC

By: _____
Signature

3901 Great Plains Drive South
Fargo, ND 58104
Address

DATED this _____ day of _____, 2016

CITY OF BISMARCK

By: _____
Mike Seminary
Mayor

R80W

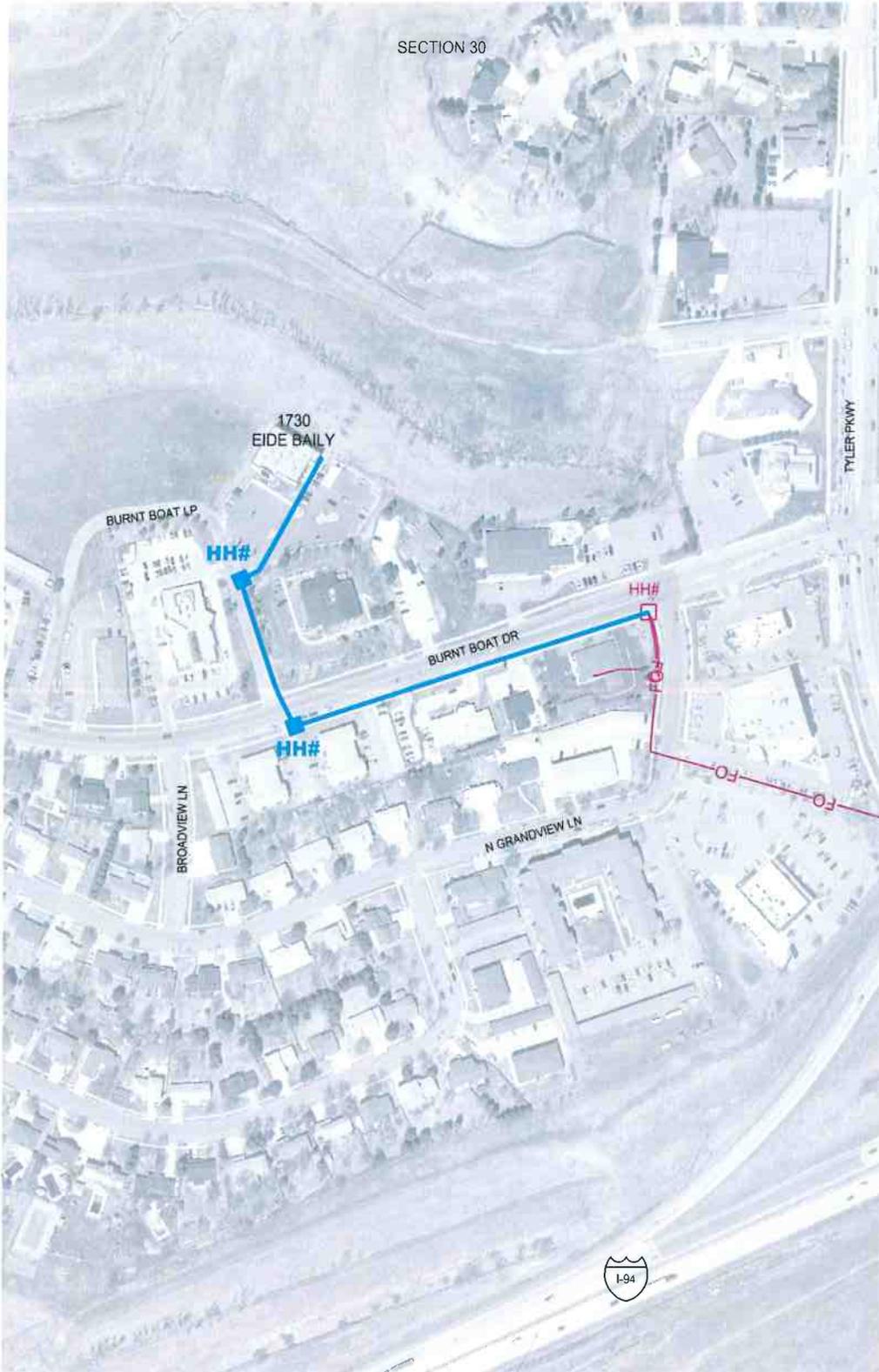
SECTION 30

DCN
Dakota Carrier
NETWORK

3501 Great Plains Drive South
Fargo, ND 58104
Office 800.814.3333
Fax 701.280.1166
www.dakotacarrier.com

Project No. 1816171
File Name EXH_A
Drafted By DS
Drafted Date 06/09/16
Record Drawing By
Record Drawing Date
Revised By
Revision Date
Scale 1"=400'

T139N



BISMARCK
EXHIBIT "A"



4585 Coleman Street
Bismarck, ND 58503
Office 701 355 8400
Fax 701 355 8781
www.kljeng.com

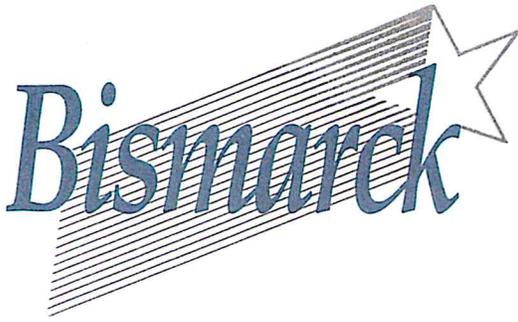


Sheet Number

1 OF 1

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- NEW HANDHOLE ■ HH#
- EXISTING HANDHOLE □ HH#
- NEW CONSTRUCTION CORRIDOR —
- EXISTING CONSTRUCTION CORRIDOR —



Engineering Department

June 22, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, PE 
City Engineer

Re: AGENDA ITEM
Dakota Carrier Network Encroachment and Waiver Agreement
3456 West Century Avenue

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 28, 2016, at 5:15 p.m. in the Tom Baker Room.

Dakota Carrier Network has requested permission to install and maintain privately owned fiber optic cable within the public right-of-way as shown on the attached map, per the enclosed Agreement and Waiver. We recommend approval of the attached Agreement and Waiver for the fiber optic cable's encroachment on the right-of-way.

GJS/ps
Enc.

Gabriel J. Schell, PE, City Engineer

Phone: 701-355-1505 • TDD: 711 • Fax: 701-222-6593 • 221 N. Fifth St. • PO Box 5503 • Bismarck, ND 58506-5503
Email: bisengd@bismarcknd.gov • www.bismarcknd.gov

4585 Coleman Street
PO Box 1157
Bismarck, ND 58502-1157
701 355 8400
kljeng.com



June 9, 2016

Tom Kary
City of Bismarck, Engineering Department
221 North 5th Street
Bismarck, ND 58506-5503

**Re: 1816165 - Dakota Carrier Network
Right-of-Way Request Bartlett & West 3456 W Century Ave**

Dear Mr. Kary:

Enclosed, find an executed Agreement and Waiver application and route exhibit for the proposed construction of fiber optic facility being requested by Dakota Carrier Network (DCN).

The proposed project is scheduled to begin June 30, 2016, with a completion scheduled for July 8, 2016.

Thank you, for considering DCN's application for right-of-way use. If you have any questions or comments regarding this matter, please feel free to contact me at your convenience at 701-355-8422.

Respectfully,

KLJ

A handwritten signature in blue ink, appearing to be "Eric Wald", written over the printed name and title.

Eric Wald
Project Manager

Enc. (1 each) Exhibit A
(1) Agreement and Waiver Application

AGREEMENT AND WAIVER

The City of Bismarck hereby grants DCN, LLC (Grantee) the right to install and maintain a cable under the public right-of-way as shown on the attached Exhibit A, subject to the following conditions:

1. The Grantee shall comply with all rules regarding non-franchised utility installations in the public right-of-way as set by the City Engineer.
2. The term of this grant shall be for fifteen (15) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial 15-year term upon six month's written notice to the Grantee.
3. Upon the end of the term or prior abandonment by the Grantee, the Grantee shall, at its own expense, remove the cable and restore the public right-of-way to its original condition, if so required by the City.
4. In exchange for the City's permission to run a cable under City right-of-way or under a City street, Grantee agrees to release the City, its assigns or other franchised utilities from and waive any and all claims relating to said cable including but not limited to damages arising from damage resulting from damage to the cable by the City, its assigns or other franchised utilities. Grantee agrees that it is using the public right-of-way at its own risk and understands that the City, its assigns, or other franchised utilities have no reliable method of indexing or locating the cable. Grantee shall file complete facility location information with the City. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for expense or damage to the cable by the City, its assigns, or other franchised utilities. Grantee agrees that it will hold harmless and indemnify the City, its assigns, or other franchised utilities from any and all claims in any way resulting from the placement of the cable under the public right-of-way. Grantee agrees to place facilities no deeper than 48", if depths greater than 48" are necessary, the actual depths will be identified on the as built drawings when the Grantee files complete facility location information with the City. Grantee agrees that after its installation, it will restore the City right-of-way or street to its original condition. In the event it shall become necessary for the City to perform street maintenance or construction at the location of the cable, Grantee shall temporarily relocate the cable at its sole expense upon notice from the City to relocate.
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DATED this 9TH day of JUNE, 2016

DCN, LLC

By: 
Signature

3901 Great Plains Drive South
Fargo, ND 58104
Address

DATED this _____ day of _____, 2016

CITY OF BISMARCK

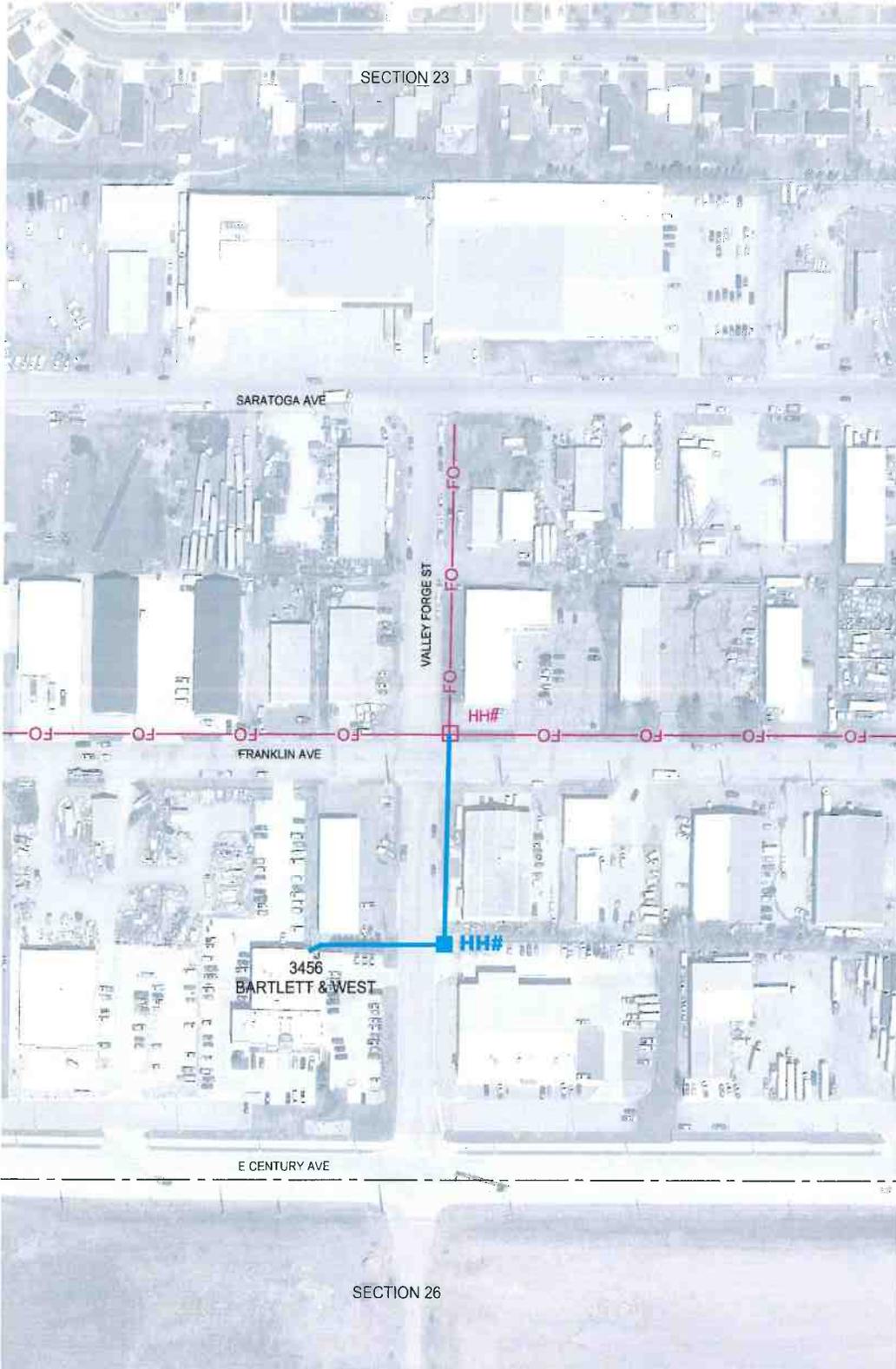
By: _____
Mike Seminary
Mayor

R80W



3901 Great Plains Drive South
Fargo, ND 58104
Office 800.814.3333
Fax 701.280.1166
www.dakotacarrier.com

Project No. 1816165
File Name EXH_A
Drafted By DS
Drafted Date 06/09/16
Record Drawing By
Record Drawing Date
Revised By
Revision Date
Scale 1"=200'



BISMARCK
EXHIBIT "A"



4585 Coleman Street
Bismarck, ND 58503
Office 701 355 8400
Fax 701 355 8781
www.kjeng.com



Sheet Number

1 OF 1

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- NEW HANDHOLE ■ HH#
- EXISTING HANDHOLE □ HH#
- NEW CONSTRUCTION CORRIDOR —
- EXISTING CONSTRUCTION CORRIDOR — FO —



Engineering Department

June 22, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, PE 
City Engineer

Re: AGENDA ITEM
Material Testing Services

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 28, 2016, at 5:15 p.m. in the Tom Baker Room.

The City requested quotes from material testing firms to provide services to conduct concrete testing, soil density and compaction testing in the right of way as it relates to City excavation permits and concrete permits.

On June 14, the City received quotes from four firms. Given the anticipated need for this construction season, the following are the projected contract costs based on the rate and fee scheduled submitted:

NTI, Northern Technologies LLC	\$13,830
GeoServ, Inc.	\$16,200
Braun Intertec Corporation	\$21,810
Terracon Consultants. Inc.	\$21,850

This work will be funded through the Engineering Department and is included in the current budget. Staff recommends approving the selection of NTI and GeoServ to provide services based on availability and cost.

GJS/ps
Enc.



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

1230 Airport Road
Bismarck, ND 58504
P: 701.425.5791 F: 701.232.1864
www.NTIgeo.com

Unearthing confidence™

June 14, 2016

City of Bismarck Engineering Department
221 North Fifth Street
P.O. Box 5503
Bismarck, ND 58506-5503

Attn: Mr. Gabriel J. Schell, PE, City Engineer

RE: Construction Materials Testing Services
City of Bismarck Material Testing Services 2016
Bismarck, ND

To assist you, Northern Technologies LLC (NTI) presents this proposal outlining our understanding of the project, a general "scope of services" associated with performance of quality assurance testing services and our estimate of most probable fee associated with our project activities. These items are presented to assist you in construction of the above referenced project.

Scope of Work

We understand activities on this project will require general construction material testing. The project consists of various City of Bismarck, ND, projects within the 2016 Construction Season.

- Perform quality control testing services associated with construction including testing of concrete, subgrade and backfill soils, aggregate base preparation and pavement construction. Such services may include observation to document completed work conforms to appropriate criteria.

Fees

We assume our services should require intermittent, part-time representation for a significant portion of the project based on our services at other similar projects. As such, actual cost based on construction schedule and level of effort necessary for respective testing items criteria and whether any unforeseen or varying conditions may require our services, if so encountered during site correction. The appended Table 1 presents our fee schedule of services for respective service categories.

Actual fees for our services are independent of the estimated level of effort, *and will be invoiced to you monthly per the respective unit rates of Table 1.* This proposal is valid for services provided through the duration of the project, when executed and returned to NTI by August 2016.

This proposal has been presented in duplicate with the purpose being, upon acceptance, one copy may be retained for your records and one copy may be signed and returned to NTI as written authorization to proceed. If you instruct us to begin, or allow us to continue performing services prior to returning a signed contract, it will be understood that all terms of this Proposal and the attached General Conditions are acceptable and all parties will be bound by the terms of this Proposal. The attached General Conditions are incorporated by reference and are an integral component of this contract.

Precision · Expertise · Geotechnical · Materials



Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to NTI. We appreciate the opportunity of submitting this proposal and look forward to working with and being a part of your team. Contact us at (701) 425-5791 if you have any questions concerning our proposal.

Respectfully,

Northern Technologies, LLC

Tyler T. Hall, E.I.T.
Project Engineer

Anthony Francis, P.E.
Regional Manager

Client:

Signature:

Printed Name:

Date:

Attachments: General Conditions
Table 1: Fee Schedule



GENERAL TERMS & CONDITIONS

- 1.0 CONTRACT**
- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC, (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
 - b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.
- 2.0 SERVICES**
- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
 - b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
 - c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
 - d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be renegotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
 - e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client
- 3.0 GENERAL RESPONSIBILITIES**
- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
 - b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
 - c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.
- 4.0 CLIENT RESPONSIBILITIES**
- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
 - b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
 - c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- 5.0 NTI RESPONSIBILITIES**
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
 - e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
 - f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
 - g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
 - h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.
- 5.0 NTI RESPONSIBILITIES**
- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
 - b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
 - c. NTI will take reasonable precautions to prevent damage to property. However unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.
- 6.0 INSURANCE**
- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.
- 7.0 COMPENSATION**
- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
 - b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
 - c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
 - d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
 - e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
 - f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.
 - g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5% per month, or the maximum allowed by law.
 - h. In the event Client fails to pay NTI within sixty (60) days following



GENERAL TERMS & CONDITIONS

invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.

- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.

8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
- b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
- d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.

10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
- b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
- c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.
- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed

defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.

11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

12.0 ASSIGNS

- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.



Table 1 - Fee Schedule
City of Bismarck
Request for Quotes for Material Testing Services, June, 2016
Bismarck, ND

	Unit Cost	
<i>Excavation Observation and Testing Services for Earthwork Construction</i>		
Engineer (Stand-By Time)	\$110.00	per hour
Senior Technician (Stand-By time)	\$55.00	per hour
Density Tests of Soil (Including Technician Time)	\$26.00	per test
Standard Proctor (ASTM D-698 / AASHTO T99)	\$115.00	per test
Modified Proctor (ASTM D-1557 / AASHTO T180)	\$130.00	per test
Sieve Analysis: 1-1/2" to #200 & wash (ASTM C-136, C-117)	\$100.00	per test
Atterberg Limits - Plasticity Index (ASTM D2216)	\$105.00	per test
Atterberg Limits - Liquid Limit or Plastic Limit, Only	\$75.00	per test
Fractured Faces	\$75.00	per test
Lightweight Particles (Shale Content)	\$100.00	per test
Flat and Elongated Pieces	\$75.00	per test
Sand Equivalent	\$200.00	per test
Trip Charge - Senior Technician (Including travel time and mileage)	\$20.00	per trip
Trip Charge - Engineer (Including travel time and mileage)	\$35.00	per trip
<i>Testing Services for Concrete Reinforcement and Concrete Construction</i>		
Engineer (Stand-By Time)	\$110.00	per hour
Senior Technician (Stand-by & Concrete Testing Time)	\$55.00	per hour
Cylinder Compressive Strength (ASTM C-39) - cast by NTI	\$15.00	per cylinder
Cylinder Compressive Strength (ASTM C-39) - cast by others	\$18.00	per cylinder
Curing of Reserve Cylinder - Not Tested	\$13.00	per cylinder
Cylinder Molds	\$2.50	per mold
Field Cure Cylinders	\$15.00	per cylinder
Trip Charge - Senior Technician (Including travel time and mileage)	\$20.00	per trip
Trip Charge - Engineer (Including travel time and mileage)	\$35.00	per trip
<i>Excavation Observation and Testing Services for Pavement Construction</i>		
Engineer (Stand-By Time)	\$110.00	per hour
Senior Technician (Stand-By & Concrete Testing Time)	\$55.00	per hour
Density Tests of Soil (Including Technician Time)	\$26.00	per test
Density Test of Asphalt (Nuclear Method - Including Technician Time)	\$26.00	per test
Standard Proctor (ASTM D-698 / AASHTO T-99)	\$115.00	per test
Modified Proctor (ASTM D-1557 / AASHTO T-180)	\$130.00	per test
Sieve Analysis: 1-1/2" to #200 & wash (ASTM C-136, C-117)	\$100.00	per test
Marshall Density Determination (ASTM D-1559/D-2726)	\$125.00	per set (3)
Stability and Flow (ASTM D-1559)	\$55.00	per set (3)
Theoretical Maximum Specific Gravity (ASTM D-2041)	\$75.00	per test
Core Sample Bulk Density (ASTM D-2726)	\$55.00	per test
Extraction of Asphalt Cement & Aggregate Gradation (ASTM D-2172, C-137, C-117)	\$225.00	per test
Flexural Beam Strength	\$45.00	per test
Cylinder Compressive Strength (ASTM C-39) - cast by NTI	\$15.00	per cylinder
Cylinder Compressive Strength (ASTM C-39) - cast by Others	\$18.00	per cylinder
Curing of Reserve Cylinder - Not Tested	\$12.50	per cylinder
Cylinder Molds	\$2.50	per mold
Coring Machine - 1 day minimum	\$75.00	per day
Generator - 1 day minimum	\$75.00	per day
Trip Charge - Senior Technician (Including travel time and mileage)	\$20.00	per trip
Trip Charge - Engineer (Including travel time and mileage)	\$35.00	per trip
<i>Services for Construction Meetings and Project Management</i>		
Engineer (Construction Meetings or Additional Review)	\$110.00	per hour
Senior Engineer (Construction Meetings or Additional Review)	\$140.00	per hour
Technical Support Staff (Additional Requested Administrative Duties)	\$40.00	per hour
Trip Charge - Engineer (Including travel time and mileage)	\$35.00	per trip



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

Statement of Qualifications

Construction Material Testing Services

Northern Technologies, LLC

Tyler T. Hall

Project Engineer

1230 Airport Road

Bismarck, ND 58504

(701) 425-5791

TylerH@ntigeo.com

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TECHNOLOGIES, LLC

NTI Qualifications

This statement of qualifications is intended to provide a brief introduction to the experience and capabilities of Northern Technologies, LLC (NTI). NTI provides comprehensive geotechnical, special inspections and materials testing services to a variety of federal, state and regional agencies, counties, municipalities, corporations, property owners, developers, contractors, engineers and architects.

Company History

NTI was established in 1996; however its personnel have geotechnical experience in this region since 1975. Today the company has seven offices and over 85 full-time employees, with over half working out of the corporate office location in Fargo, North Dakota

Experience and Services

NTI has considerable experience in providing services on a wide range of geotechnical projects including private, public and commercial organizations. Company Personnel have provided exploration, testing and consulting services on geotechnical projects in this region over the last thirty five years. NTI added a Drilling Manager with over 30 years of drilling experience to its staff in 2015 to support our drilling staff and geotechnical department. Histories of selected projects are attached. A significant amount of this work has included site exploration and geotechnical design. NTI has personnel, equipment and facilities to provide a wide range of field services including geotechnical drilling, and monitoring well installation. NTI operates a fleet of five truck and ATV-mounted drill rigs enabling us to perform on the largest of projects. Yet we maintain low overhead allowing us to keep our rates extremely competitive.

NTI is the recognized industry leader in the Red River Valley and is gaining recognition in the Twin Cities area through its outstanding attention to detail, timely service, and responsiveness to our client's needs. Our continued growth, in this difficult construction environment, is testament to the strength of our efforts.

NTI's mission is to provide quality engineering and testing services on time with cost effective solutions for the project's design construction challenges.

Why NTI?

- Experienced, trained, certified and conscientious staff
- Direct project involvement by owners/officers
- Specialized engineering expertise with Lake Agassiz soils and ground modification
- Added value to your projects through unequaled service, attention to detail and competitive fees
- Multiple offices throughout the upper Midwest
- Certified laboratory, inspectors and technicians
- Streamlined communication for out of specification test results
- Internal QA/QC system keeping documentation consistent and timely

**Let us demonstrate our commitment to service, value, dependability,
and technical excellence on your next project.**

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TECHNOLOGIES, LLC

Construction Materials Testing

Northern Technologies, LLC provides comprehensive materials testing and special inspection services for quality assurance on your construction project.

These services include laboratory and field-testing of soil, concrete, masonry, asphalt and aggregates, and special inspections required by Chapter 17 of the IBC.

Our technicians and engineers are certified by ICC, MnDOT, NDDOT and ACI.

Special Inspection

- Earthwork
- Pre-stressed concrete
- Post-tensioned concrete
- Reinforcing steel
- Masonry/mortar/grout
- Structural steel/high strength bolting
- Fireproofing

Structural Steel

- AWS welding inspections
- Bolt torque
- Nondestructive testing of welds

Soil Testing

- Nuclear and sand cone moisture/density
- Moisture/density relation of soil (proctor)
- Sieve analysis
- Topsoil analysis
- Ground Modification
- Monitoring placement of engineered fill

Bituminous Testing

- In-field compaction testing
- Asphalt testing
- Extraction/gradation analysis
- Marshall properties
- Field process control testing
- Thickness and in-place density by core removal
- Mix verification

Concrete Testing

- Monitoring concrete placement
- Documenting plastic concrete properties including slump, air content, temperature, and unit weight
- Casting specified test specimens
- Strength tests of hardened concrete specimens
- Post installation coring

Specialized Concrete Testing and Analysis

- Performance testing - freeze-thaw, shrinkage and soundness
- Location of embedded reinforcing steel
- Core removal from hardened concrete
- Chloride ion concentration

Aggregate Testing

- Sieve analysis
- Deleterious materials (ASTM)
- Specific gravity and absorption
- Abrasion
- Soundness
- Unit weight
- Crushing

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June 13, 2016



Mr. Gabriel J. Schell, P.E.
City Engineer
221 North Fifth Street
P.O. Box 5503
Bismarck, ND 58506-5503

RE: 2016 Soils and Concrete Testing Various Sites - Bismarck, ND

Gabe:

GEOSERV, INC. is delighted to submit a cost proposal for the above referenced project. As requested a "Schedule of Fees" for field and report time, having both per unit and hourly rates are enclosed.

GEOSERV, INC. is a locally employee owned company established in 1997.

All field testing will be conducted by ACI certified personnel. A copy of our labs latest CCRL Concrete Proficiency Sample data, dated June 7, 2016 is enclosed for your review.

Invoicing would be based on the unit pricing, in accordance with the "Schedule of Fees" attached.

Actual quantities of tests conducted may vary. The number of units required for the proctor testing and proctor pickups will vary based on the different types of soils encountered among the different sites. Invoicing would be on actual testing conducted.

If you have any further questions regarding this matter, or need any additional information, please feel free to call me at 223-6149.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max J. Tschosik".

Max J. Tschosik
Project Manager

Attachments

**CITY OF BISMARCK - 2016 CONSTRUCTION SEASON
 CONCRETE AND SOIL TESTING (FIELD UNIT RATES)
 VARIOUS SITES IN THE CITY OF BISMARCK**

**GEOSERV INC
 SCHEDULE OF FEES**

Description	Est. Units	Price Per Unit	Est. Total
SOILS			
Modified Proctors (Method A & B) - Units will vary		\$ 150.00	
Modified Proctors (Method C) - Units will vary		\$ 180.00	
Engineer Tech Trips - Proctor Pickup - Units will vary		\$ 30.00	
Field Density Tests Field & Report Time (Each)	30	\$ 30.00	\$ 900.00
Engineer Tech Trips - Field Density Tests (Various Sites)	30	\$ 30.00	\$ 900.00
CONCRETE			
Concrete Inspections Field & Report Time			
Includes Slump, Unit Weight, Air, Temp, Casting Cylinders, Ca	30	\$ 180.00	\$ 5,400.00
Cylinder Breaks	120	\$ 15.00	\$ 1,800.00
Beam Flexural Strength Tests	60	\$ 35.00	\$ 2,100.00
Engineer Tech Trips (including cylinder and beam pickup)	60	\$ 30.00	\$ 1,800.00

**CITY OF BISMARCK - 2016 CONSTRUCTION SEASON
 CONCRETE AND SOIL TESTING (UNITS & HOURLY FIELD TIME)
 VARIOUS SITES IN THE CITY OF BISMARCK**

**GEOSERV INC
 SCHEDULE OF FEES**

Description	Est. Units	Price Per Unit	Est. Total
SOILS			
Modified Proctors (Method A & B) - Units will vary		\$ 150.00	
Modified Proctors (Method C) - Units will vary		\$ 180.00	
Engineer Tech Trips - Proctor Pickup - Units will vary		\$ 30.00	
Field Density Tests Field & Report Time (pr/hr)	15	\$ 60.00	\$ 900.00
Engineer Tech Trips - Field Density Tests (Various Sites)	30	\$ 30.00	\$ 900.00
CONCRETE			
Concrete Inspections Field & Report Time (pr/hr)			
Includes Slump, Unit Weight, Air, Temp, Casting Cylinders, Ca	90	\$ 60.00	\$ 5,400.00
Cylinder Breaks	120	\$ 15.00	\$ 1,800.00
Beam Flexural Strength Tests	60	\$ 35.00	\$ 2,100.00
Engineer Tech Trips (including cylinder and beam pickup)	60	\$ 30.00	\$ 1,800.00

Report Date: June 7, 2016

Results For Laboratory No. 3978

CCRL Concrete Proficiency Sample Nos. 179 & 180

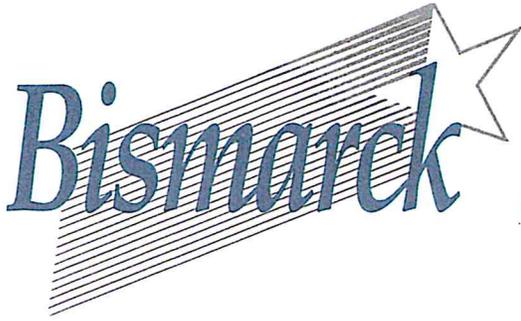
TEST TITLE	Units	LAB DATA		AVERAGES		STAND. DEVS.		RATINGS	
		179	180	179	180	179	180	179	180
Air Content, Volume	%	2.00	2.25	2.03	2.42	0.37	0.43	-5	-5
Air Content, Pressure	%	1.9	2.2	2.0	2.4	0.3	0.4	-5	-5
Slump	inch	3.00	3.25	2.85	2.78	0.98	0.97	5	5
Unit Weight	lb/ft ³	148.2	147.0	148.4	147.1	1.2	1.2	-5	-5
Density of Comp Strength Specimen	lb/ft ³	150	148	149	148	1	1	5	-5
Comp Str 7-day (4x8)	psi	--	--	4663	4618	314	293	--	--
Comp Str 7-day (6x12)	psi	4460	4600	4174	4263	310	275	5	4
Temp of Concrete	° F	76	77	76	76	6	6	**	**

The following table details the relationship between the ratings and the averages.
More information can be found on our statistics page.

Ratings (± 5 is Best, ± 1 is Worst)	5	4	3	2	1
Range (Number of S.D.s)	Less than 1	1 to 1.5	1.5 to 2	2 to 2.5	More than 2.5
Number of Labs Per 100 achieving this rating	69	18	9	3	1

Notes

1. -- No data or invalid data on one or both samples.
2. A rating of zero (0) indicates the data was excluded due to a deviation of three or more S.D. on one or both samples.
3. ** No ratings assigned for any laboratory for this test.



Engineering Department

June 16, 2016

MEMORANDUM

To: Jason Tomanek
Assistant City Administrator

From: Gabe J. Schell, P.E. 
City Engineer

Re: **AGENDA ITEM**
Part B1 of the 2016 City Sidewalk Construction (Hazardous Sidewalk)

Please schedule the following item for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, June 28, at 5:15 p.m. in the Tom Baker Room.

UNSAFE SIDEWALK REPAIRS

Sidewalks located on the following properties were investigated as a result of complaints received and are deemed unsafe for pedestrian traffic. It is requested the Board of City Commissioners allow the Engineering Department to notify the property owners of their need to repair these sidewalks in accordance with applicable City of Bismarck Code of Ordinances. The repairs shall be completed under Part B1 of the 2016 City Sidewalk Construction Contract and the associated costs assessed to each property owner.

103 Estevan Drive
215 N Hannifin Street
413 W Thayer Avenue
416 W Thayer Avenue
4801 Golden Wave Drive
517 N 13th Street
521 N 13th Street
522 N 14th Street
1322 E Avenue B
1310 E Avenue B
436 E Century Avenue
615 E Calgary Avenue
702 E Calgary Avenue
3417 Ridgecrest Drive
521 East Calgary Avenue

807 E Calgary Avenue
1302 E Avenue B
520 E Main Avenue
222 N 4th Street
3601 Montreal Street
3613 Montreal Street
618 N 21st Street
625 N 21st Street
1201 N 1st Street
1215 N 1st Street
708 E Calgary Avenue
806 E Calgary Avenue
3510 Stoneridge Place
3501 Ridgecrest Drive
611 East Calgary Avenue

Gabriel J. Schell, PE, City Engineer

Phone: 701-355-1505 • TDD: 711 • Fax: 701-222-6593 • 221 N. Fifth St. • PO Box 5503 • Bismarck, ND 58506-5503
Email: bisengd@bismarcknd.gov • www.bismarcknd.gov

Bismarck *Finance Department*

MEMORANDUM

TO: Jason Tomanek
FROM: Sheila Hillman *SH*
DATE: June 16, 2016
SUBJECT: Maintenance Agreement for Telephone System

Please place this item on the consent agenda for the City Commission meeting on June 28, 2016.

The Commission approved a contract with BEK Business Solutions to provide the annual maintenance for our IP phone and voice systems. The contract will expire at the end of June but has an automatic annual renewal option. The attached agreement covers software upgrades, phone controller hardware, call accounting, 24 x 7 services, consulting, staff training, and an audit of phone bills and circuits. The cost of the annual maintenance for July 1, 2016 through June 30, 2017 is \$28,724 and is recommended for Commission approval.

Enclosure





723 Memorial Hwy
Bismarck, ND 58504
Phone: 701-255-2032
Toll Free: 877-255-3420
Fax: 701-255-1309
www.bekbusiness.com

TECHNOLOGY PARTNER PLANS

With the Technology Partner Plans, BEK Business Solutions truly partners with the customers to assure that the technology provided today can be utilized to its fullest potential. With plans ranging from complete coverage of equipment and cost control over system functionality and upgrades to basic service needs, these options ensure responsive, professional and knowledgeable service that exceeds customer specific expectations and allows the technology to actually make a difference in your business.

Customer / Business Name:	City of Bismarck
Address:	221 N. 5th St
Primary Contact Name:	Wayne Stoppler
Primary Contact Number:	701-355-1635
Primary Contact Email:	<u>wstoppler@bismarcknd.gov</u>
Coverage term:	1 year
Coverage start date:	06/30/2016
Product description: (detailed equipment list included in Section 2)	Mitel 3300 ICP System System and Cards Plus 3 hours of programming assistance per month No phone sets
Software assurance:	<input checked="" type="checkbox"/> Yes – list covered software/equipment <input type="checkbox"/> No

SECTION 1: Choose your desired coverage level (check box & initial by check box):

PLATINUM PARTNER PLAN - \$28,724.00/year

WS Our Platinum Partner Plan provides you with complete cost control over system functionality and upgrades on a 24x7x365 support basis. Platinum Partners receive:

- ◆ Response 24 hours a day, 7 days per week in case of an emergency with no additional cost for after normal business hours.
- ◆ Priority dispatch on all service calls.
- ◆ Remote diagnostic and programming support.
- ◆ Onsite diagnostic and programming support if unable to complete remotely.
- ◆ No charge repair/replacement on all defective parts and associated labor covered under this plan.
- ◆ No charge for software upgrades and associated labor included under the plan provisions.
- ◆ Diagnostic and reprogramming in the event of a system breakdown or failure [see Agreement for exclusions (lightening, power surges, etc.)]
- ◆ No charge for "No Trouble Found" service calls.
- ◆ Unlimited phone support.
- ◆ Priority scheduling for adds, moves, and changes.
- ◆ Free telephone designation strips mailed to you upon request.
- ◆ Yearly preventative maintenance check-up.
- ◆ User training and electronic user guides upon request. Limited to 2 on site sessions per year.
- ◆ Audit of local, long distance and/or internet provider expenses and recommendations upon request.
- ◆ Free consultation for Adds, Moves, Changes, New Technology, etc.

GOLD PARTNER PLAN - \$/yr

Our Gold Partner Plan provides you with cost control over system functionality and upgrades during normal business hours. Gold Partners receive:

- ◆ Response during normal business hours (8am – 5pm Monday through Friday) for service and support.
- ◆ After hours and holiday support available at a discounted service rate schedule.
- ◆ Priority dispatch on all service calls.
- ◆ Remote diagnostic and programming support.
- ◆ Onsite diagnostic and programming support if unable to complete remotely.
- ◆ No charge repair/replacement on all defective parts and associated labor covered under this plan.
- ◆ No charge for software upgrades and associated labor included under the plan provisions.
- ◆ Diagnostic and reprogramming in the event of a system breakdown or failure [see Agreement for exclusions (lightening, power surges, etc.)]
- ◆ No charge for "No Trouble Found" service calls.
- ◆ Unlimited phone support.
- ◆ Priority scheduling for adds, moves, and changes.
- ◆ Free telephone designation strips mailed to you upon request.
- ◆ Yearly preventative maintenance check-up.

- ◆ User training and electronic user guides upon request. Limited to 2 on site sessions per year.
- ◆ Audit of local, long distance and/or internet provider expenses and recommendations upon request.
- ◆ Free consultation for Adds, Moves, Changes, New Technology, etc.

SECTION 2: Detailed coverage inclusions/exclusions.

Equipment INCLUDED in coverage under plan:		
Mitel Items on Site		
City Hall		
1	50003560	Dual T1/E1 Trunk
1	50005103	16 Port ONS
1	50005105	ASUII
1	50005363	3300 MXE 1400 User
2	54000303	3300 Digital Link License
1	54001460	Tenanting Option
29	54002390	3300 SIP Trunk License
1	54002538	3300 Software Package
4	54002701	3300 ONS Line License
8	50004197	Mitel Line Interface Module
Police Dept		
1	50003560	Dual T1/E1 Trunk
1	50005103	16 Port ONS
1	50005105	ASUII
1	50005363	3300 MXE 1400 User
1	54000303	3300 Digital Link License
1	54002537	Software Package
16	54002701	3300 ONS Line License
Civic Center		
1	50005363	3300 MXE
3	50005103	16 Port ONS
2	50005105	ASU II
1	54002536	3300 Gateway S/W Package
46	54002701	3300 ONS Line License
1	54002722	3300 64 Device Assurance
1	50002976	Power Cord Pack
Land Fill		
1	50004203	Peripheral Node III
1	Mc330AB	DNIC Line Card
1	50001248	Dual Fim 820NM Multi Mode MMC
1	50002976	Power Cord Pack
1	50005362	3300 MX
1	54002536	3300 Software Package
Water		
1	50004203	Peripheral Node III
2	Mc330AB	DNIC Line Card
1	50001248	Dual Fim 820NM Multi Mode MMC
1	50002976	Power Cord Pack
1	50005363	3300 MXE
1	54002536	3300 Software Package

		Library
1	50004203	Peripheral Node III
3	Mc330AB	DNIC Line Card
1	50001248	Dual Fim 820NM Multi Mode MMC
1	50002976	Power Cord Pack
1	50003725	Analog Options Card
1	50003560	Dual T1/E1 Trunk MMC
1	50005363	3300 MXE
2	54000303	3300 Digital Link License
1	54002536	3300 Software Package
		Bismarck City Waste Water Treatment Plant
1	50006093	Mitel 3300 CX II Controller
1	50006513	3300 MXe III 160G Sata HDD
1	50004871	Mitel 3300 Analog Option Board
18	54000291	Phone IP User License
18	54000294	Phone IP Device License
1	54002536	MCD Gateway Software Gateway Package
1	54002949	MCD Remote Management
1	54000497	MCD XNET License
1	54005195	Software Assurance MCD Base
2	54005197	Software Assurance MCD User
		Voice Mail
20	54000291	3300-1 User License
20	54000294	3300-1 Device License
1	50003313	6510 Base Software 4 Port
1	50005341	Messaging Server x206m Base Server
1	51010280	512MB PC2-4200 ECC DDR2 SDRAM
3	54000760	6510 5-16 Additional Ports 4 Port Increments
1	54000770	6510 3300 Integration
1	54000880	6510 Desktop Client UM STD-50 Users
1	54002281	6510 Fax Base Software-Includes 1 Port
		Enterprise Manager
1	54001750	OPS Manager STD to Enhanced
1	52001560	Enterprise Manager 3.0 with OPS 7.4
1	54001242	5 Managed Sys License
1	54002133	Voice Quality Manager Option
1	54002394	Enterprise Manager Reporting Option
1	51008940	Management Access Point PRO GBL
		Public Works
1	50005096	3300 CX
1	54002536	3300 Gateway Software Package
		Public Health
1	50005096	3300 CX
1	54002536	3300 Gateway Software Package

		Airport
1	50005096	3300 CX
1	54002536	3300 Gateway Software Package
		Call Accounting
1	OWES750	Metropolis Call Accounting Software 750 Users (Includes upgrades and Support)
		Combined Communications Center
1	54005096	Mitel CX Controller
1	50003560	Mitel Dual T1/E1 Digital Trunk Module
32	54004975	Mitel Enterprise License
1	54000303	Mitel MCD Network Link License

Note: Includes all Software Assurance and Licenses' on all controllers if not listed.

CTION 3: Terms of service.

Service Hours:

Local time is used for all Service Agreements. After Hours, Weekend Hours and/or Holiday Hours apply based on chosen level of coverage. This applies to all types of service work whether it is through telephone, remote diagnostics and/or on-site support.

BEK Business Solutions (BBS) hours of business:

Business Hours Monday – Friday, 8:00 a.m. to 5:00 p.m.

After Hours Monday – Thursday, 5:00 p.m. to 8:00 a.m.

Weekend Hours Friday at 5:00 p.m. to Monday at 8:00 a.m.

Holiday Hours will vary, please call our Bismarck Corporate office for details – 701-255-2032 or

Toll free - 877-255-3420

Service Priority Definitions and Response Times:

- Emergency/Down System (Down machine is 25% or more users are not able to work.)
A technician will be paged immediately and contact you within 1 hour.
- Normal Service Request (Problem with something, less than 25% of the users are affected.)
You will be contacted within 4 hours for notification of scheduled service request.
- Scheduled Service Request (Customer would like to schedule a service call.)
You will be contacted within 8 hours to schedule the service request.

Remote Diagnostics:

BBS will use a pre-designated option for remote access to equipment (servers, switches, etc). The methodology will approved by both parties before installation and support.

Updates:

Updates (patches and fixes) specific to the latest version purchased by customer are included in this service agreement. Future updates as well as patches and fixes and new features are only available with a software assurance option, if applicable.

Network Stipulations:

Any network issues and/or improper procedures of facility personnel that results in work being required by BBS will be billed to the facility at BBS standard services rates.

Computer Viruses:

Any computer or system under service contract with BBS that contracts a computer virus is not and will not be covered under the terms of the contract. BBS, at the customer's request, will clean any viruses at an hourly rate. BBS will not warranty or guarantee any virus clean-up as computer viruses are always changing and sometimes are not repairable.

Inspections:

Inspections will be performed on an as needed basis deemed necessary by BBS, to assure maximum performance and minimum down time. Due to changes in industry standards, customer actions, third party applications and other network issues, BBS may make recommendations for hardware/software changes or enhancements to the system. The cost of implementing these recommendations is not covered under this agreement. BBS reserves the right to increase the cost of this agreement or void

some or all parts of this agreement in the event that non-compliance with these recommendations causes a significant increase in support from BBS.

Parts Replacement:

BBS will provide the parts necessary to keep TPP equipment in good working condition. There will be no additional charge for normal replacement parts covered under the plan.

Reconditioning:

When in BBS's opinion a shop reconditioning is necessary because normal repair and parts replacement cannot maintain the equipment in satisfactory operating condition, or parts are no longer available, BBS will submit a cost estimate of needed repairs or replacement items which will be in addition to contract charges. If the customer does not authorize such work, BBS may terminate this agreement with respect to such equipment. Some system components that have reached industry obsolescence (cards, drives, servers, monitors etc.), and are therefore unobtainable by BBS will not be covered by this agreement. BBS will make every attempt to work with customer to aid in obtaining suitable replacements for obsolete parts, but costs for those parts will not be part of this agreement.

Exclusions:

Service rendered under this agreement excludes the following: (a) any service or parts damaged by accident, neglect, misuse, alteration of the equipment, unfavorable environmental conditions, electric current fluctuation, work performed without permission or prior approval by anyone other than BBS representatives or any force of nature, (b) non-standard procedure, location change or system change performed without prior approval of a BBS representative, (c) connection to or with equipment not approved by BBS representative, (d) loss of software media or stored information on drive regardless of cause. BBS shall not be liable for any accidents to or caused by the equipment or machine.

Supplies:

Customer use of consumable supplies that have not been approved by the equipment manufacturer or BBS may cause this agreement to be null and void.

User Training:

BBS will provide initial and periodic end user training and electronic user guides upon request. In exchange for this service, the system administrator will be used from time to time to help diagnose software issues VIA telephone, in order to respond with a quick fix solution when possible.

SECTION 4: Procedures for Placing a Service Call

Monday thru Friday, 8:00 a.m. to 5:00 p.m.

To reach our service department during normal business hours:

1. Dial 701-255-2032 or 1-877-255-3420
2. Using the auto attendant options, select "Service."
3. Our service team will open a service order and you will be contacted within the service priority and response times outlined in Section 3 with a scheduled time for a technician to assist with your service request.

After Hours, Weekends and Holidays

If you require service after normal business hours, on weekends or holidays

1. Dial 701-255-2032 or 1-877-255-3420
2. Using the auto attendant options, select "Emergency Service."
3. The operator will ask you for your name, company name, phone number starting with your area code, and concern. Leave the necessary information and the on call technician will contact you within TWO HOURS.

****NOTE: Customer is responsible for notifying the in-house primary and/or secondary contacts of all service calls before they are placed.** This is to alleviate confusion between several contacts in customer facility and BEK Business Solutions. When further action is required that may delay the resolution, the customer primary and/or secondary contacts will be notified by BEK Business Solutions via email and/or phone. It is then the customer contacts responsibility to inform the rest of their staff of this status update. It is the responsibility of BEK Business Solutions to inform the primary and/or secondary contacts only. We will attempt to call the customer back three times. If we do not receive a return call from customer, we will contact a secondary contact if available or the call will be closed.

After initial contact, BEK Business Solutions will give status updates of the call by email, if available, or by phone. This will continue until the call is completed and the primary and/or secondary contacts are in agreement that the call is complete.

SECTION 5: Service Rates.

Discount labor rates apply to service as defined and covered under this agreement. Standard rates apply to for services not covered under this agreement including the addition of new equipment/technology.

Service Rate Schedule				
	Standard Labor Rate	Discounted Labor Rate	Travel Rate	Minimum Increment
Business Hours Mon – Fri 8am – 5pm	\$124/hr	\$114/hr	\$70/hr	1 Hour
After Hours Mon – Thurs 5pm-8am	\$189/hr	\$169/hr	\$105/hr	2 Hour
Weekend Hours Fri - 5pm to Mon 8am	\$189/hr	\$169/hr	\$105/hr	2 Hour
Holidays	\$248/hr	\$218/hr	\$140/hr	2 Hour

SECTION 6: Term & Termination.

This agreement commences on the start date indicated on the first page of this agreement for a period of one year with automatic one year renewals unless terminated or renegotiated by either party 30 days prior to the automatic renewal date.

SECTION 7: Customer acceptance of BEK Business Solutions Technology Partner Plan as identified in this agreement.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer PO#: _____

Bismarck Police Department

June 8, 2016

To: Mr. Jason Tomanek
Assistant City Administrator

From: Dan Donlin
Chief of Police

Subj: Commission Agenda Item for June 28, 2016 - Request to Apply for Grant Funding

Please schedule this item for consideration by the Board of City Commissioners at their meeting on Tuesday, June 28, 2016.

The Police Department is requesting authorization to apply for a "Edward Byrne Memorial Justice Assistance Grant" (JAG) through the Department of Justice (DOJ). The grant amount is for a total of \$28,766.00 with no match required. The total amount, however, is split between the Bismarck Police Department (65%) and the Burleigh County Sheriff's Department (35%). The purpose of the grant is to purchase law enforcement supplies and equipment to enhance the safety, effectiveness and efficiency of the departments. This is an on-going, annual grant opportunity.

The grant application will be processed through the City's Fiscal Grant Coordinator.

I will be available at the meeting to answer any questions.


DAN DONLIN
Chief of Police

dd
attachment

GRANT REVIEW

DEPARTMENT

Attach supporting documentation

Grant Application

Grant Award

Granting Agency: Department of Justice

Description and Purpose of Grant: Justice Assistance Grant to purchase equipment and supplies

Grant Amount: \$28,766.00 Split 65% Bismarck 35% Burleigh Grant Match: None

Grant Period: October 1, 2016-September 30, 2020 FTE Requirements: (new or existing) None

Indirect Cost Allowed: N/A Funding Source: DOJ-JAG

Requirements and Ongoing Cost of Phase-Out: No Known Phase out costs

Project Code: (Prepared by Fiscal after award received) _____

Comments: This is a grant opportunity the department applies for yearly. One of the requirements of the grant application process is that the Bismarck Board of City Commissioners be notified that the BPD is applying for the grant funds. This will be done at the June 28, 2016 Commission Meeting. Also required is the public be notified of the application and given an opportunity to comment about the application. This hearing will be held on June 21, 2016 at 11:50 A.M. A copy of the updated MOU is attached for review as well.

Department Signature: [Signature] Date: 6-8-16

GRANTS COORDINATOR

Comments: CONTINUING JAG CFDA# 16.738 PRE-APPLICATION; 35% PASSED THRU TO BURLEIGH COUNTY- REQUIRES SUBRECIPIENT MONITORING OF COUNTY; NO MATCH; NO FTE'S; NO GRANT REQUIRED CLOSE OUT COSTS; MOU WITH Grants Coordinator Signature: COUNTY IS FOR REVIEW - COUNTY WILL SIGN AND THEN ROUTED FOR CITY SIGNATURES

Forward as a Contract Review [Signature] Date: 6-9-16
ASSURANCES & CERTIFICATIONS ATTACHED FOR MAYOR'S SIGNATURE

CITY ATTORNEY

Comments: OK

City Attorney Signature: [Signature] Date: 6-9-16

FINANCE

Comments: OK

Director of Finance Signature: [Signature] Date: 6-9-16

ADMINISTRATION

City Administrator Signature: [Signature] Date: 6-9-16

Route Completed Grant Contract to Mayor for Signature.

(1/2013 Revised)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name	Organizational Unit	
City of Bismarck	Police Department	
Address 221 N 5th Street Bismarck, North Dakota 58501-4079	Name and telephone number of the person to be contacted on matters involving this application Draovitch, Dave (701) 355- [REDACTED]	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 45-6002037	7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Equipment, Training Supplies, Social Media and Less-Than-Lethal	
12. AREAS AFFECTED BY PROJECT Equipment, Technology and Less-than-Lethal		
13. PROPOSED PROJECT Start Date: October 01, 2017 End Date: September 30, 2020	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NDAL	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? This preapplication/application was made available to the state
Federal	\$28,766	
Applicant	\$0	
State	\$0	
Local	\$0	

Other	\$0	executive order 12372 process for review on 06/15/2016
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$28,766	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

ABSTRACT

Applicants Name: Dave Draovitch, Deputy Chief, Bismarck Police Department, Bismarck, ND

Project Title: BPD Firearm Equipment, Training Supplies and Social Media Monitoring Application Acquisition and BCSD Less-Than-Lethal Equipment Acquisition

DUNS: 619077837

The goal of this grant request is to purchase Equipment (Tactical lights) for BPD Shotguns, Redman Training long guns (rifle and shotgun), a Social Media monitoring application and Less-Than-Lethal equipment and supplies that are not funded in other budgets or grants.

The strategy to be used is that the Police Department and Sheriff's Department have identified and prioritized equipment that is needed (or will be needed) and we will purchase those items in a systematic and logical order.

Project identifiers are: Equipment, Training Supplies, Social Media and Less-Than-Lethal

2016 Justice Assistance Grant Purchases

2016 Grant Purchases

Bismarck Police Department

Item	Quantity	Cost Per Item	Total Cost	Budget Category
Sure Fire Tactical Lighting Systems	40	\$255.00	\$10,200.00	Equipment
Redgun Training Long Guns	8	\$191.625	\$1,533.00	Supplies
Media Sonar Application	1	\$7,000.00	\$7,000.00	Application
Total			\$18,733.00	\$18,698.00 is allowed through this grant opportunity. The funds required for the overage will be made up with funds from the BPD General Fund Budget

2016 Grant Purchases

Burleigh County Sheriff

Item	Quantity	Cost Per Item	Total Cost	Budget Category
Taser X26P	10	\$931.45	\$9314.50	Less-Than-Lethal
Taser X26P Power Magazine	14	\$56.41	\$789.74	Less-Than-Lethal
Total			\$10,104.24	\$10,068.00 is allowed through this grant opportunity. The funds required for the overage will be made up with funds from the BCSD General Fund Budget.

Bismarck Police Department

Firearm Equipment, Training Supplies and Social Media Monitoring Application: We have transitioned to lighting systems for our handguns (Using 2014 JAG Funds). In order to get our shotguns to a comparable level and to keep our officers confident utilizing the shotguns; we need update our shotguns with a lighting system as well. Since our officers are required to more frequently use our rifles and shotguns; we need to provide training in retention and other techniques which make the “Redgun” rifles and shotguns a must. Lastly, due to the extensive use of social media by our citizens and local media, and due to the importance of monitoring social media before, during and after an extraordinary event, we believe it necessary to have access to a social media monitoring program. We believe controlling the message before, during and after an event are as important as safely concluding the event. Due to budget constraints and other priorities, our department has not been able to get the above listed items into our General Fund budget. This grant opportunity will help us get badly needed items beyond our normal budget needs.

Burleigh County Sheriff's Department

Less-Than-Lethal: Taser no longer repairs and/or supports the X26 model. The X26P models will replace the current X26 models when they are no longer serviceable. These purchases are beyond their normal budget means.

Bismarck Police Department

June 7, 2016

BJA FY 16 Edward Byrne Memorial Justice Assistance Grant
(JAG) Program: Local Application 2016-H2754-ND-DJ

To whom it may concern,

The Bismarck Police Department has no pending applications for federally funded assistance to support the same project being proposed under this application.

Sincerely,


DAN DONLIN
Chief of Police



BURLEIGH COUNTY SHERIFF'S DEPT.

PAT HEINERT, SHERIFF



514 E. Thayer
P.O. BOX 1416
BISMARCK, ND 58502-1416

TELEPHONE 701-222-6651
FAX 701-221-6899

To: Deputy Chief Dave Draovitch

Date: April 27, 2016

From: Sheriff Pat Heinert

A handwritten signature in blue ink, appearing to read "Pat Heinert".

Re: 2016 Jag Grant

The Burleigh County Sheriff's Department in participation with the 2016 Jag grant proposes to expend the funds in the following manner:

- 1) Purchase of Taser style electronic devises
- 2) Purchase of power magazines for above

No other grant funding will be used to pay for these items and these items are beyond our normal budget.

Thank you.

Notice of Public Hearing

Justice Assistance Grant (JAG)

Bismarck Police Department

Monday, June 27, 2016 11:50 a.m.

This hearing is designated as a meeting to provide the public with information regarding the Bismarck Police Department and the Burleigh County Sheriff's Department intended use of JAG funds and to obtain public input regarding these intended expenditures. The hearing will be held in the Police Youth Bureau conference room at the Bismarck Police Department. Inquiries can be directed to Deputy Chief Dave Draovitch at 701-355- [REDACTED] or [REDACTED].

GMS APPLICATION NUMBER 2016-H2754-ND-DJ

AGREEMENT FOR USE OF JUSTICE ASSISTANCE GRANT AWARD (JAG)

The City of Bismarck ("City") and Burleigh County ("County") collectively known as "Parties" agree as follows:

1. **Disparate Allocation.** The **City** and **County** hereby agree that the **County** bears more than 50% of the costs associated with prosecution or incarceration of the **City's** Part 1 violent crime. As the **City** and **County** have concurrent jurisdiction and the **City** is scheduled to receive 150% more in grant funding, the **City** and **County** agree there is a disparate allocation and will therefore submit a joint application for the total eligible allocation to be shared as outlined in this agreement.
2. **Expenditure of JAG Grant.** The **City** and **County** hereby agree to expend JAG funds in the following manner and for the purpose stated below.
3. **Purpose.** That the Bismarck Police Department and the Burleigh County Sheriff's Department will share the grant funds under CFDA# 16.738 with 65% or \$18,698.00 to the **City** and 35% or \$10,068.00 to the **County**. The program will encompass Law Enforcement Equipment (Tactical lights) for Shotguns, Redman Training long guns (rifle and shotgun), a Social Media monitoring application and Less-Than-Lethal Equipment to enhance the effectiveness and efficiency of the departments. Such may include but are not limited to: Sure Fire Tactical Lighting Systems, Redgun Training Long Guns, Media Sonar Social Media Monitoring Application, Taser X26P, and Taser X26P Power Magazines.
4. **Budget.** The grant amount is \$28,766.00 and requires funds be expended in 4 years. In addition, grant mandates require a budget which is as follows: Equipment, Training Supplies, Social Media and Less-Than-Lethal Equipment \$28,766.00.
5. **Fund Expenditures.** Funds may be expended by either Department in the furtherance of the stated purpose area and upon agreement of both the Chief of Police and Sheriff. Use of the funds will be consistent with the terms of the grant.
6. **Fiscal Agent.** The City of Bismarck, Bismarck Police Department will designate an individual as the fiscal agent whom will administer the financial and program requirements.
7. **Grant Assurances.** Both the **City** and the **County** agree to comply with all of the applicable Guidance for Grants and Agreements (dated December 26, 2013) and including all applicable Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements which are attached to and made a part of this Agreement.
8. **Equipment.** The **County** agrees that tangible personal property having a useful life of more than one year and a purchase price that exceeds the lesser of the capitalization level of the **City**, or

\$5000, (Equipment) purchased with federal funds will remain the property of the **County** and, when no longer needed, will be returned to the **City** or disposed of pursuant to the direction of the **City**. This paragraph shall survive the end of the term or other termination of this Agreement and remain in effect until such time as the personal property is disposed of pursuant to this paragraph.

9. The **County** shall respond to and clear all material weaknesses resulting from A-133 Audits. Material weaknesses identified in **County** current A-133 Audit must be reconciled prior to **County's** next audit. Plans to correct material weaknesses must be submitted to the City of Bismarck Finance Department. Plans to address significant deficiencies identified by a **County** A-133 Audit must also be submitted to the City of Bismarck Finance Department.

10. **Effective Date and Termination.** This agreement shall become effective upon signing and continue in effect until all grant funds are expended.

CITY OF BISMARCK:

Dated this _____ day of _____, 2016

Attest: _____

Keith Hunke
City Administrator

Mike Seminary
President, Board of City Commissioners

BURLEIGH COUNTY

Dated this _____ day of _____, 2016

Attest: _____

Kevin Glatt
Burleigh County Auditor

Brian Bitner
Chairman, Board of County Commissioners

PROGRAM NARRATIVE

The Bismarck Police Department and the Burleigh County Sheriff's Department will share the grant funds with 65% or \$18,698.00 to the City and 35% or \$10,068.00 to the County. The program will encompass purchasing law enforcement supplies and equipment for criminal justice to enhance the safety, effectiveness and efficiency of the departments. Such supplies and equipment will include, but not limited to: **BPD**- Tactical lighting systems for our shotguns, Redgun training shotguns and rifles and a Social Media monitoring application; **BCSD**- Taser X26P and Taser X26P Power Magazines.

This program is to purchase lighting systems, training supplies and a Social Media monitoring application we do not have and, to replace less-than-lethal equipment that is outdated and/or inoperative to allow us to better meet the needs and demands of our community.

This funding is needed as these lighting systems, training supplies, social media application and less-than-lethal equipment needs are in excess of what we can fund from our General Fund Budget.

We do not anticipate coordination efforts involving JAG and related justice funds.

The MOU is attached and is scheduled to be signed July 6, 2016.

REVIEW NARRATIVE

The Bismarck Police Department made its Fiscal Year 2016 JAG application available to the Bismarck Board of City Commissioners for its review and comment on June 28, 2016.

The Burleigh County Sheriff's Department made its Fiscal Year 2016 JAG application available to the Burleigh County Board of Commissioners for its review and comment on July 6, 2016. The signatures for the MOU will be completed after that meeting.

The City of Bismarck made its Fiscal Year 2016 JAG application available to citizens for comment by public hearing on June 21, 2016 at 11:50 a.m. The public hearing notice was listed on the City of Bismarck web site on June 8, 2016 until the time of the scheduled hearing.

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window



OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

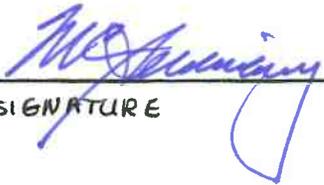
STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Accept

MICHAEL SEMINARY - CITY OF BISMARCK MAYOR


SIGNATURE


DATE

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are 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 enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept

MICHAEL SEMINARY - CITY OF BISMARCK MAYOR


SIGNATURE

6/10/2016
DATE

Bismarck Police Department

June 21, 2016

To: Mr. Jason Tomanek
Assistant City Administrator

From: Dan Donlin
Chief of Police

Subj: Commission Agenda Item for June 28, 2016 - Request to Apply for Grant Funding

Please schedule this item for consideration by the Board of City Commissioners at their meeting on Tuesday, June 28, 2016.

The Police Department is requesting authorization to apply for a ND Department of Transportation "Safe Route to Schools" Grant through the ND Department of Transportation (NDDOT). The grant amount applied for is \$5,000.00 with no match required. The purpose of the grant is to educate students and to increase police presence in the area of the schools. This is a new grant opportunity.

The grant application has been processed through the City's Fiscal Grant Coordinator.

I will be available at the meeting to answer any questions.



DAN DONLIN
Chief of Police

dd
attachment

GRANT REVIEW

DEPARTMENT Police

APPLICATION **AWARD** **3RD PARTY AGREEMENT**

Granting Agency: ND Department of Transportation

Description and Purpose of Grant: Safe Routes to Schools would enable the department to participate in education and enforcement of alternatives for children to go the school by either walking or riding a bike.

Grant Amount: unknown \$5000 Grant Match: None

Grant Period: Oct 2016- Sept 2017 FTE Requirements (new or existing): _____

Funding Source: Grant from Department of Transportation

Requirements & Ongoing Cost of Phase-Out: None

Project Code: (Prepared by Fiscal after award received) _____

Comments: _____

Department Signature: *Dan Dool* 6-1-16
Date

Return Completed Review to: Lt. Jeff Solemsaas

GRANTS COORDINATOR

Comments: NEW GRANT - SUBMIT LETTER OF INTENT TO COMMISSION ON CONSENT
AGENDA ; BUDGET REQUEST FOR OVERTIME WAGES; NO MATCH; NO NEW FTBS;
NO GRANT REQUIRED CLOSE OUT COSTS
Grants Coordinator Signature: _____

Richard P Boehm Date 6-2-16

Forward as a Contract Review

CITY ATTORNEY

Comments: _____ OK

City Attorney Signature: *[Signature]* 6-3-16
Date

FINANCE

Comments: _____ ok

Director of Finance Signature: *[Signature]* 6-3-16
Date

ADMINISTRATION

City Administrator Signature: *[Signature]* 6/6/16
Date

Route Completed Grant Contract to Mayor for Signature.

Project Name: Bismarck Safe routes to Schools

Project Location: Bismarck, ND

Project Contact: Lt. Jeff Solemsaas, Traffic Commander
Bismarck Police Department, Bismarck, ND 58504
701-355-

Project Amount Requested: \$5000

Project Total Cost: N/A

Project Description: Bismarck students have been somewhat discouraged from walking and biking to schools for a variety of reasons. One of the issues that we intend on addressing is the high volume of traffic surrounding several of the elementary schools in the community. Because of the high volumes many parents either have their children take a bus or will drive them to school themselves which adds to the traffic in the school area. We will work with the Police departments school resource officers and police youth workers to first educate the students and parents of the advantages of walking and biking to school. The secondary aim would be to increase both police presence and enforcement in the areas surrounding the schools. The presentations in the classroom would be aimed at promoting a healthy lifestyle by encouraging the students to either walk or ride a bike to school; the enforcement would be aimed at providing a safe access to the school by the students that chose to participate.

By having more of the students participate in walking and biking to school we would anticipate a reduction of vehicle traffic in the immediate area around the elementary schools. With the reduced traffic more parents and students may feel more comfortable in walking and biking to school which could then reduce the traffic even more so. I think there would be a measurable reduction in the traffic flows around some of the schools although difficult to measure in the short term. Traffic volume studies do not always contain the numbers from streets immediately surrounding a particular school. And these traffic flow studies are not always conducted each year. I have included some maps of the most recent information concerning traffic volumes at Northridge elementary and Jeanette Myhre elementary school. If the program is initiated these would be two of the schools that would be targeted for both education and enforcement.

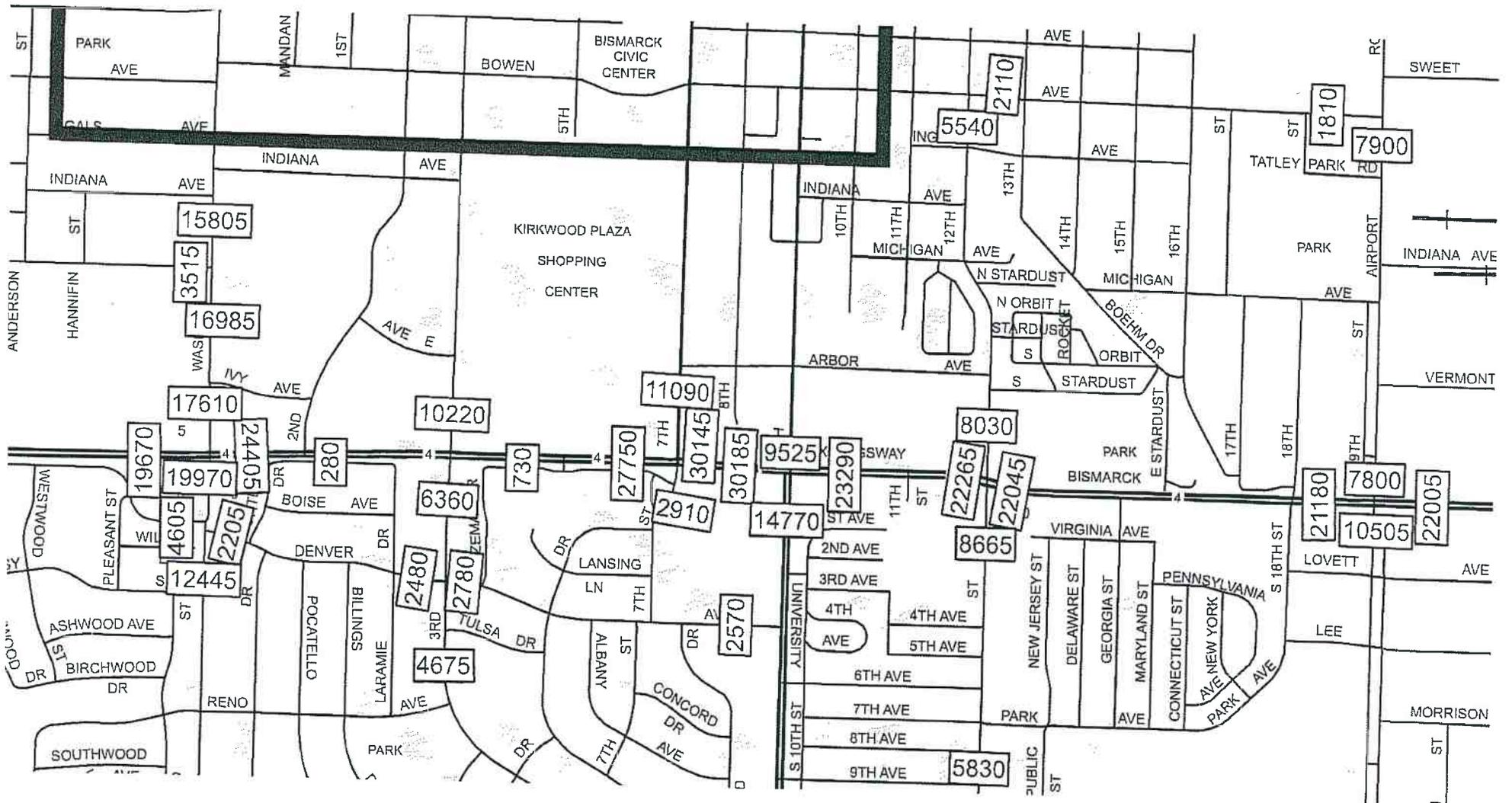
I would anticipate in using the funding to pay overtime wages for officers to conduct special enforcement activities in high traffic volume areas around the schools to provide for higher visibility and safety for the motorists and children. The \$5000 would provide for approximately 125 hours for officers to conduct this assignment. The officer(s) assigned to these assignments would not be required or expected to assist with the normal calls for service that arise during a normal patrol shift. The advantage is that the officer can dedicate his/her efforts to the school related concerns.

Some of the current obstacles are difficult to overcome. The climate in the community does certainly make the prospect of walking and biking to school seem less than advantageous if not dangerous during the numerous days that the temperature is very cold and frequently increased by wind chill factors. Because of this climate many parents choose to have their children ride a school sponsored bus or will drive the children to school. Over a period of time attitudes could be changed to reduce the parental concerns over their children walking and biking to school which should lead to reduced traffic around the schools and increased health benefits for the students.

Schools: All the elementary schools in Bismarck would be approached for the education aspect of the program. The schools with the higher number of traffic volume would be targeted for increased enforcement with the hopes of reducing the volumes surrounding the school.

I don't have a total for the amount of students that currently attend schools in Bismarck. I have also not been able to determine how many students live within the 2 mile radius of the schools that would be affected. I know that a relatively small portion of current students bike or walk to school. With the program being initiated we would intend on gathering as much of the information as possible through either surveys or direct observation of the students that currently bike or walk to school. The intent would to go back after the program has been initiated to determine if there has been an increase.

This program has some definite benefits to both the community and the students that participate. Even with the frequent incimate weather that may discourage walking and biking to school there could be sufficient participants to demonstrate a reduction of traffic volume around the affected schools.



SRTS Noninfrastructure Program Application
Police Youth Bureau
Bismarck, ND

Project Name: Active Student Transportation to School.

Project Location: City of Bismarck, Elementary Schools

Project Contact: Bismarck Police Department/Police Youth Bureau

Project Contact Name and Information: Youth Worker Supervisor Luke McKay
700 S. 9th St. Bismarck, ND 58504. [REDACTED] (701)355-[REDACTED]

Project Amount Requested: No funding is being requested for the Youth Bureau's involvement in the program. Youth Workers worker hours are during school hours and should not require work outside of a normal day for them.

Total Project Cost: N/A

Project Description: The combined effort between the Bismarck Police Department and the Police Youth Bureau will educate youth and parents and make it safer for children in elementary school to walk or bike to school. The officers will be able to do enforcement in the areas of the schools while the civilian staff from the Youth Bureau will work with the schools to "pitch" the idea of walking or biking to school. Youth Workers will promote the activity by giving educational presentations to youth at the schools and work with the schools on incentives for youth that choose to walk or bike to school. Presentations would hit on safety and the environmental and physical benefits from walking or biking.

Youth Workers are assigned to schools in Bismarck and are accustomed to presenting to youth at their schools. Presentations are given frequently in the classrooms throughout the year to students and parents are talked to about various topics or issues that the Youth Workers deal with as the liaison between the schools and law enforcement.

The current conditions in Bismarck are favorable for youth to walk or bike to school at the present time as the weather is fair this time of year. A major obstacle to youth is the weather during the winter months. Cold temperatures and large amounts of snowfall can hinder kids from walking or biking. I also believe that there is fear from a lot of parents about allowing their children to walk or bike due to safety concerns about abductions, bullying and traffic in certain areas of town.

The Youth Bureau feels that educating youth about biking and walking to school along with incentives from the school and/or officers and Youth Workers could lead to more youth considering actively getting themselves to school. Information that is sent home with youth after presentations may help parents to feel more comfortable allowing their children to walk or bike.

It may be possible in the future to use bikes that are in evidence at the Police Department to be donated to youth instead of being sold at the city auction each year. The educational piece that the Youth Bureau would provide is already offered to the schools at no cost to them.

Schools: The schools in the city of Bismarck that would be served by this project are Centennial Elementary, Grimsrud Elementary, Highland Acres Elementary, Liberty Elementary, Miller Elementary, Moses Elementary, Rita Murphy Elementary, Myhre Elementary, Northridge Elementary, Pioneer Elementary, Roosevelt Elementary, Saxvik Elementary, Sunrise Elementary and Will-Moore Elementary. All of these schools are grades K-6.

There is no information by our department on the total number of K-8 students, total students that live within 2 miles of the school, estimated number of K-8 students that walk or bike or estimated current number of non-student bikers or walkers that will benefit from the project.

North Dakota Department of Transportation

Safe Routes to School Program

Materials Request Form

The NDDOT will provide educational and training materials and incentive items for your SRTS Program. Please complete the following form and submit with your application. These items do not need to be included in your budget as they will be provided at no charge to the SRTS Program.

To Order (X)	SRTS Activity (include month and year)	Material Request	Quantity*
EDUCATION MATERIALS			
X		Who Knew? The Bike Safety Issue Activity Book and Leader Guide (Grades 4-6)	1000
		What's Up with Bike Safety Activity Book and Leader Guide (Grades 7-8)	
X		Know What? We Walk Safely Activity Book and Leader Guide (Grades K-3)	1000
X		Who Knew? The Walking Safety Issue Activity Book and Leader Guide (Grades 4-6)	1000
X		Know What? Your Safety Rules Activity Book and Leader Guide (Grades K-3)	1000
X		Traffic Safety Stickers	1500
X		I'm Safe Pedestrian Bookmarks (laminated)	500
X		I'm Safe Bicycle Safety Bookmarks (laminated)	500
INCENTIVE ITEMS			
		SRTS Pencils	1000
		Reflective Zipper Pulls	400
		Flashing Zipper Pulls	400
		Sneaker Tags	300
		Sneaker Shoelaces	500
FREQUENT WALKER MATERIALS			
X		Punch Cards	1000

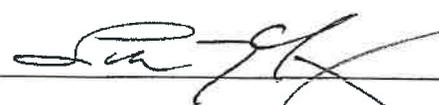
X		Punch Card Holder	1000
CROSSING GUARD SAFETY GEAR			
		Rain Gear	
		Safety Vests	
		Stop Paddles	
		Safety Cones	
		Crossing Guard Training Video	
		Adult School Crossing Guard Guidelines	
BIKE GIVEAWAYS			
X		Bicycles (limited quantity available)	5
X		Bicycle Reflector Sets	100
X		Bicycle Locks	300
X		Bicycle Helmets	100

SUBMIT YOUR OWN IDEAS FOR SPECIAL ORDER*				
SRTS Activity (include Month and year)	Material	Manufacturer Name	Quantity	Price Per Item
Total Cost				

If there is not enough space provided, include the information in the above table as an attachment to this form.

Total Cost of (Submit Your Own Ideas Table): φ

*Subject to approval – Items requested may be limited due to demand and available funds.

Signature: _____
 Contact Person:  Date: 4/22/2016

The individual who signs this proposal will be the individual who will enter into the agreement with the NDDOT to fulfill the proposed program activities.

CITY OF BISMARCK
Ordinance No. 6217

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

AN ORDINANCE TO AMEND AND RE-ENACT SECTIONS 8-07-04 AND 8-07-05 OF THE BISMARCK CODE OF ORDINANCES (REV.) RELATING TO COLLECTION REGULATIONS AND COLLECTION BY CITY; EXCEPTIONS.

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

Section 1. Amendment. Section 8-07-04 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Collection Regulations is hereby amended and re-enacted to read as follows:

8-07-04. Collection Regulations.

* * * * *

12. A person may compost grass or leaves collected on the property provided the composting site is operated in a safe and healthful manner and does not create a nuisance. Composting facilities should be approved by the Public Health Department ~~fire department~~, ~~e~~Environmental ~~h~~Health ~~d~~Division.

* * * * *

15. Recyclables shall be collected as specified by the Director of Public Works. Any recyclables set out for collection must be sorted as directed by the Director of Public Works and in containers provided by the City. All other rules pertaining to solid waste collection shall apply. ~~Participation in the collection of recyclables shall be voluntary.~~

16. The City may designate neighborhood residential recyclable collection sites within the City and provide or

contract for the provision of the necessary containers for recyclables generally or for any specific type of recyclable. Neighborhood residential recyclable collection sites shall be for the collection of residential recyclables only. No person or entity shall dump, deposit or leave any recyclable or garbage that is owned, produced by or derived from any commercial entity, enterprise, business or activity in or upon any city designated neighborhood residential recyclable collection site. A violation of this section shall be an infraction.

(Ord. 4180, 10-13-87; Ord. 4362, 4-09-91; Ord. 4490, 04-13-93; Ord. 4514, 05-25-93; Ord. 5086, 12-19-00; Ord. 5714, 04-28-09)

Section 2. Amendment. Section 8-07-05 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Collection By City; Exceptions is hereby amended and re-enacted to read as follows:

8-07-05. Collection by City; Exceptions. Except as otherwise provided in this section, all garbage, rubbish or any other solid waste discarded or put out for collection by any person or collected within the city, must be collected, conveyed and disposed of by the city. It is unlawful for any other person to collect any garbage, rubbish or other solid waste for another within the city, or to convey such materials on any streets, highways or alleys of the city, unless such person has been granted a franchise to do so by the board of city commissioners.

* * * * *

3. Persons with a waste collection franchise granted by the Board of City Commissioners may contract with the City for the collection of recyclables. This contract shall be competitively bid ~~and shall not exceed a two-year term.~~
(Ord. 4177, 9-15-87; Ord. 4514, 05-25-93)

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall take effect following final passage, adoption and publication.

MEMORANDUM

TO: Jason Tomanek
Assistant City Administrator

FROM: Rebecca Collins
Comptroller

DATE: June 22, 2016

SUBJECT: Public Hearing and Confirmation of Health & Safety Assessments

Please schedule a public hearing and the approval and confirmation of the Spring 2016 Health & Safety Assessments for the June 28, 2016 City Commission Meeting.

Health and Safety assessments are allowed under Section 40-05-01.1 of North Dakota Century Code whenever it becomes necessary for the general welfare, public health, fire protection, or public safety to order an owner or occupant of property to do certain work provided for by ordinance and such owner or occupant does not comply with such order. The Spring 2016 Health and Safety Assessments include the cost of cutting noxious weeds, tree removal, snow removal, and sewer re-line. The total assessments are as follows:

Noxious Weeds	\$ 4,622.72
Tree Removal	\$ 656.75
Snow Removal	\$ 2,335.85
Sewer Re-Line	\$ 41,978.69

Property owners received notice at the time of occurrence that a health and safety condition existed. They had the opportunity to remedy the situation on their own or have the City contractor perform the work with the cost assessed to the property. The assessment list was published in the *Bismarck Tribune* on June 10 and June 17, 2016 and is attached for Commission approval and confirmation.

2016 HEALTH & SAFETY ASSESSMENTS

	PROP NO	Improve Type	Amount	Fund	# Years	Fee	Subtotal	Admin	Int	Legal Ad	Total
SEWER RE-LINE											
210 W AVE A	0015-018-015	E Sewer Re-line	1 \$ 11,590.00	670	15	\$ -	\$ 11,590.00	\$ 579.50	\$ 287.43	\$ 10.00	\$ 12,466.93
610 N 11TH ST	0020-046-020	E Sewer Re-line	1 \$ 6,040.00	670	15	\$ -	\$ 6,040.00	\$ 302.00	\$ 149.79	\$ 10.00	\$ 6,501.79
1156 N 4TH ST	0175-001-001	E Sewer Re-line	1 \$ 12,075.00	670	15	\$ -	\$ 12,075.00	\$ 603.75	\$ 299.46	\$ 10.00	\$ 12,988.21
1520 E DIVIDE AVE	0260-009-010	E Sewer Re-line	1 \$ 9,315.00	670	15	\$ -	\$ 9,315.00	\$ 465.75	\$ 231.01	\$ 10.00	\$ 10,021.76
			<u>\$ 39,020.00</u>								<u>\$ 41,978.69</u>
WEED CUTTING											
806 N 15TH ST	0050-022-035	U WEED CUTTING	1 \$ 70.00	100	1	\$ 40.00	\$ 110.00	\$ 1.10	\$ 2.73	\$ 10.00	\$ 123.83
2807 DEL RIO DR	1326-002-045	U WEED CUTTING	1 \$ 50.00	100	1	\$ 40.00	\$ 90.00	\$ 0.90	\$ 2.23	\$ 10.00	\$ 103.13
3241 BETHANY LOOP	1400-002-010	U WEED CUTTING	1 \$ 105.00	100	1	\$ 40.00	\$ 145.00	\$ 1.45	\$ 3.60	\$ 10.00	\$ 160.05
1024 MUSTANG DR	1442-002-025	U WEED CUTTING	2 \$ 120.00	100	1	\$ 80.00	\$ 200.00	\$ 2.00	\$ 4.96	\$ 10.00	\$ 216.96
4200 HIGH CREEK RD	1442-004-001	U WEED CUTTING	2 \$ 95.00	100	1	\$ 80.00	\$ 175.00	\$ 1.75	\$ 4.34	\$ 10.00	\$ 191.09
1205 EAGLES VIEW LN	1441-002-195	U WEED CUTTING	2 \$ 95.00	100	1	\$ 80.00	\$ 175.00	\$ 1.75	\$ 4.34	\$ 10.00	\$ 191.09
3212 E DIVIDE AVE	0971-001-010	U WEED CUTTING	1 \$ 100.00	100	1	\$ 40.00	\$ 140.00	\$ 1.40	\$ 3.47	\$ 10.00	\$ 154.87
3214 E DIVIDE AVE	0971-001-015	U WEED CUTTING	1 \$ 100.00	100	1	\$ 40.00	\$ 140.00	\$ 1.40	\$ 3.47	\$ 10.00	\$ 154.87
706 N 25TH ST	0065-002-003	U WEED CUTTING	1 \$ 140.00	100	1	\$ 40.00	\$ 180.00	\$ 1.80	\$ 4.46	\$ 10.00	\$ 196.26
3621 VALLEY DR	1326-005-005	U WEED CUTTING	1 \$ 100.00	100	1	\$ 40.00	\$ 140.00	\$ 1.40	\$ 3.47	\$ 10.00	\$ 154.87
5601 YUKON DR	1590-002-100	U WEED CUTTING	1 \$ 150.00	100	1	\$ 40.00	\$ 190.00	\$ 1.90	\$ 4.71	\$ 10.00	\$ 206.61
5612 SUPERIOR DR	1580-001-015	U WEED CUTTING	1 \$ 150.00	100	1	\$ 40.00	\$ 190.00	\$ 1.90	\$ 4.71	\$ 10.00	\$ 206.61
5616 NORMANDY ST	1580-001-001	U WEED CUTTING	1 \$ 150.00	100	1	\$ 40.00	\$ 190.00	\$ 1.90	\$ 4.71	\$ 10.00	\$ 206.61
1019 BREMNER AVE	1598-001-030	U WEED CUTTING	2 \$ 220.00	100	1	\$ 80.00	\$ 300.00	\$ 3.00	\$ 7.44	\$ 10.00	\$ 320.44
1101 BREMNER AVE	1598-001-020	U WEED CUTTING	2 \$ 50.00	100	1	\$ 80.00	\$ 130.00	\$ 1.30	\$ 3.22	\$ 10.00	\$ 144.52
4700 OTTAWA ST	1598-001-001	U WEED CUTTING	2 \$ 220.00	100	1	\$ 80.00	\$ 300.00	\$ 3.00	\$ 7.44	\$ 10.00	\$ 320.44
4712 OTTAWA ST	1598-001-010	U WEED CUTTING	2 \$ 220.00	100	1	\$ 80.00	\$ 300.00	\$ 3.00	\$ 7.44	\$ 10.00	\$ 320.44
4800 OTTAWA ST	1598-002-001	U WEED CUTTING	2 \$ 270.00	100	1	\$ 80.00	\$ 350.00	\$ 3.50	\$ 8.68	\$ 10.00	\$ 372.18
4725 SHELBURNE ST	1598-002-020	U WEED CUTTING	1 \$ 170.00	100	1	\$ 40.00	\$ 210.00	\$ 2.10	\$ 5.21	\$ 10.00	\$ 227.31
809 CALVERT DR	1585-001-140	U WEED CUTTING	1 \$ 150.00	100	1	\$ 40.00	\$ 190.00	\$ 1.90	\$ 4.71	\$ 10.00	\$ 206.61
1526 N 13TH ST	0100-009-005	U WEED CUTTING	1 \$ 105.00	100	1	\$ 40.00	\$ 145.00	\$ 1.45	\$ 3.60	\$ 10.00	\$ 160.05
919 N 31ST ST	0980-003-165	U WEED CUTTING	1 \$ 105.00	100	1	\$ 40.00	\$ 145.00	\$ 1.45	\$ 3.60	\$ 10.00	\$ 160.05
2640 LEXINGTON DR	1054-002-095	U WEED CUTTING	1 \$ 70.00	100	1	\$ 40.00	\$ 110.00	\$ 1.10	\$ 2.73	\$ 10.00	\$ 123.83
			<u>\$ 3,005.00</u>								<u>\$ 4,622.72</u>

2016 HEALTH & SAFETY ASSESSMENTS

PROP NO	Improve Type	Amount	Fund	# Years	Fee	Subtotal	Admin	Int	Legal Ad	Total
TREE REMOVAL										
2904 E AVE C	0410-009-035 V Tree Removal	1 \$ 625.00	290	2	\$ -	\$ 625.00	\$ 6.25	\$ 15.50	\$ 10.00	\$ 656.75
		<u>\$ 625.00</u>								<u>\$ 656.75</u>
SNOW REMOVAL										
1136 N 4TH	0175-001-025 W Snow Removal	1 \$ 68.00	290	1	\$ 40.00	\$ 108.00	\$ 1.08	\$ 2.68	\$ 10.00	\$ 121.76
2821 ITHICA DR	0568-002-001 W Snow Removal	1 \$ 173.00	290	1	\$ 40.00	\$ 213.00	\$ 2.13	\$ 5.28	\$ 10.00	\$ 230.41
1616 OMAHA ST	0607-006-140 W Snow Removal	1 \$ 68.00	290	1	\$ 40.00	\$ 108.00	\$ 1.08	\$ 2.68	\$ 10.00	\$ 121.76
722 N 6TH ST	0020-056-001 W Snow Removal	1 \$ 103.00	290	1	\$ 40.00	\$ 143.00	\$ 1.43	\$ 3.55	\$ 10.00	\$ 157.98
2020 N WASHINGTON ST	0160-029-080 W Snow Removal	1 \$ 68.00	290	1	\$ 40.00	\$ 108.00	\$ 1.08	\$ 2.68	\$ 10.00	\$ 121.76
1255 WEST COULEE RD	0190-008-001 W Snow Removal	1 \$ 112.00	290	1	\$ 40.00	\$ 152.00	\$ 1.52	\$ 3.77	\$ 10.00	\$ 167.29
1026 N 16TH ST	0050-005-005 W Snow Removal	1 \$ 59.00	290	1	\$ 40.00	\$ 99.00	\$ 0.99	\$ 2.46	\$ 10.00	\$ 112.45
1030 N 16TH ST	0050-005-001 W Snow Removal	1 \$ 112.00	290	1	\$ 40.00	\$ 152.00	\$ 1.52	\$ 3.77	\$ 10.00	\$ 167.29
1925 E CAPITOL AVE	0550-028-001 W Snow Removal	1 \$ 112.00	290	1	\$ 40.00	\$ 152.00	\$ 1.52	\$ 3.77	\$ 10.00	\$ 167.29
323 N 19TH ST	0105-017-040 W Snow Removal	1 \$ 121.00	290	1	\$ 40.00	\$ 161.00	\$ 1.61	\$ 3.99	\$ 10.00	\$ 176.60
1515 BURNT BOAT DR	0567-002-075 W Snow Removal	1 \$ 173.00	290	1	\$ 40.00	\$ 213.00	\$ 2.13	\$ 5.28	\$ 10.00	\$ 230.41
2306 CLYDESDALE DR	0937-001-010 W Snow Removal	1 \$ 127.00	290	1	\$ 40.00	\$ 167.00	\$ 1.67	\$ 4.14	\$ 10.00	\$ 182.81
2724 HAWKEN ST	0569-001-050 W Snow Removal	1 \$ 198.00	290	1	\$ 40.00	\$ 238.00	\$ 2.38	\$ 5.90	\$ 10.00	\$ 256.28
1021 SOCORRO PL	1345-005-025 W Snow Removal	1 \$ 68.00	290	1	\$ 40.00	\$ 108.00	\$ 1.08	\$ 2.68	\$ 10.00	\$ 121.76
		<u>\$ 1,562.00</u>								<u>\$ 2,335.85</u>

\$ 49,594.01



REQUEST FOR CITY COMMISSION ACTION

Item Description: Lots 1-4, Block 1, Gary Nelson Addition – Zoning Change (R5 to R10)

REQUEST

Karen Nelson is requesting a zoning change from the R5 – Residential zoning district to the R10 – Residential zoning district to allow the development of two-family dwellings as well as single-family dwellings on these four lots.

The property to the north of these lots is zoned RT – Residential, the properties to the northwest and southeast are zoned R10 – Residential and the property to the east is zoned RM15 – Residential. The zoning change to R10 – Residential will allow these larger lots to be developed as two-family residential, which will be a more appropriate land use given the zoning of adjacent parcels.

PLANNING & ZONING COMMISSION

The Planning & Zoning Commission held a public hearing on the zoning change on May 25, 2016.

No members of the public spoke at the public hearing, although an area resident called and spoke to staff prior to the hearing. He was concerned that the owner was asking for a two-family zoning designation when it appeared to him that the lots had not been previously advertised as single-family lots. He also spoke directly to the property owner prior to the meeting.

At the conclusion of the public hearing, and based on the findings contained in the staff report, the Planning & Zoning Commission unanimously recommended approval of the zoning change from the R5 – Residential zoning district to the R10 – Residential zoning district for Lots 1-4, Block 1, Gary Nelson Addition.

The staff report from the May 25th meeting of the Planning & Zoning Commission is attached.

RECOMMENDED CITY COMMISSION ACTION

June 14th Meeting of the Board of City Commissioners – consider the request for the zoning change as outlined in Ordinance 6215, and call for a public hearing on the item for the June 28th meeting of the Board of City Commissioners.

June 28th Meeting of the Board of City Commissioners – hold a public hearing on the request for the zoning change as outlined in Ordinance 6215, and take final action on the request.

ORDINANCE NO. 6215

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

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

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

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the R5-Residential zoning district and included in the R10-Residential zoning district:

Lots 1-4, Block 1, Gary Nelson 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.



STAFF REPORT

City of Bismarck
 Community Development Department
 Planning Division

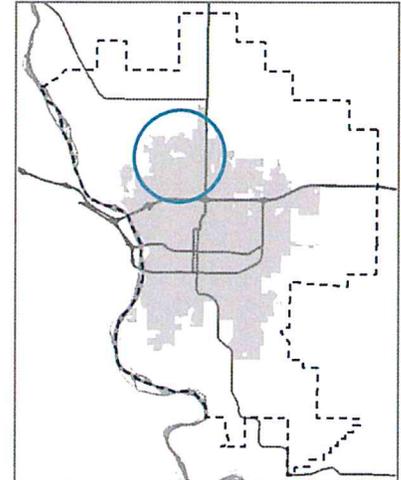
May 25, 2016

Application for: Zoning Change

TRAKiT Project ID: ZC2016-005

Project Summary

Title:	Lots 1-4, Block 1, Gary Nelson Addition
Status:	Planning & Zoning Commission – Public Hearing
Owner(s):	Karen Nelson
Project Contact:	Jack Kavaney
Location:	In northwest Bismarck, along the northwest side of Nelson Drive between Normandy Street and Coleman Street, and south of 43 rd Avenue NE.
Project Size:	1.35 acres
Request:	Rezone property from R5 – Residential to R10 – Residential to allow the development of two-family dwellings as well as single-family dwellings.



Site Information

Existing Conditions		Proposed Conditions	
Number of Lots:	4 lots in 1 block	Number of Lots:	4 lots in 1 block
Land Use:	Undeveloped	Land Use:	One and two-family residential
Designated GMP Future Land Use:	Already zoned. Not in Future Land Use Plan	Designated GMP Future Land Use:	Already zoned. Not in Future Land Use Plan
Zoning:	R5 – Residential	Zoning:	R10 – Residential
Uses Allowed:	R5 – Single-family residential	Uses Allowed:	R10 – Single and two-family residential
Max Density Allowed:	R5 – 5 units / acre	Max Density Allowed:	R10 – 10 units / acre

Property History

Zoned:	11/2013	Platted:	11/2013	Annexed:	06/2005
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Staff Analysis

The applicant is requesting a zoning change to allow the development of two-family dwellings on these four lots. The property to the north of these lots is zoned RT

– Residential, the properties to the northwest and southeast are zoned R10 – Residential and the property to the east is zoned RM15 – Residential. The zoning change to R10 – Residential will allow these

(continued)

larger lots to be developed as two-family residential, which will be a more appropriate land use given the zoning of adjacent parcels.

Required Findings of Fact

1. The proposed zoning change is outside of the area included in the Future Land Use Plan in the 2014 Growth Management Plan, as amended;
2. The proposed zoning change is compatible with adjacent land uses and zoning;
3. The City of Bismarck and other agencies would be able to provide necessary public services, facilities and programs to serve any development allowed by the new zoning classification at the time the property is developed;
4. The proposed zoning change is justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map;
5. The zoning change is in the public interest and is not solely for the benefit of a single property owner;

6. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance;
7. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
8. The proposed zoning change would not adversely affect the public health, safety, and general welfare.

Staff Recommendation

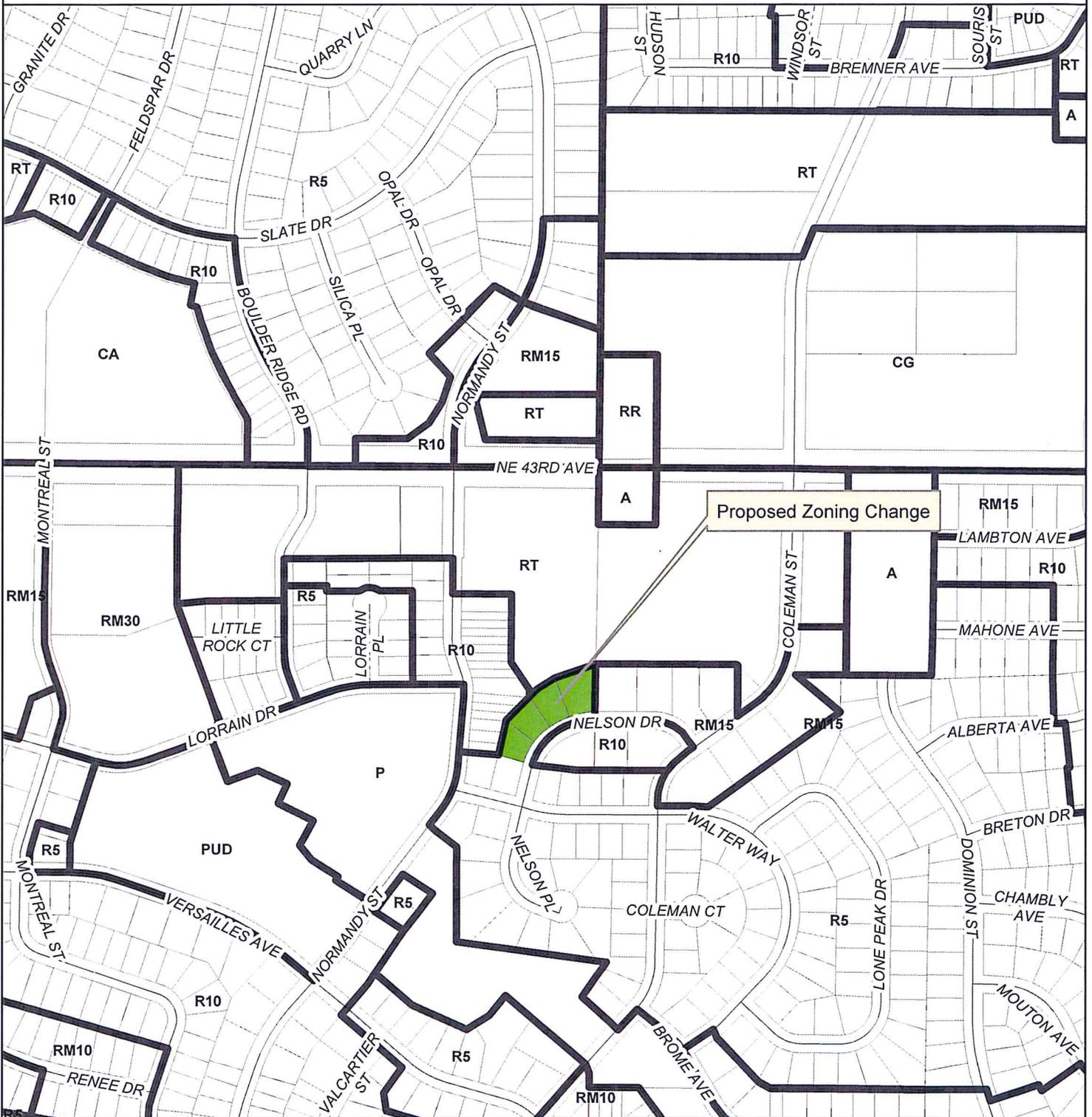
Based on the above findings, staff recommends approval of the zoning change from the R5 – Residential zoning district to the R10 – Residential zoning district for Lots 1-4, Block 1, Gary Nelson Addition.

Attachments

1. Location Map
2. Zoning Map

Staff report prepared by: Kim L. Lee, AICP, Planning Manager
701-355-1846 | klee@bismarcknd.gov

Proposed Zoning Change (R5 to R10) Lots 1-4, Block 1, Gary Nelson Addition

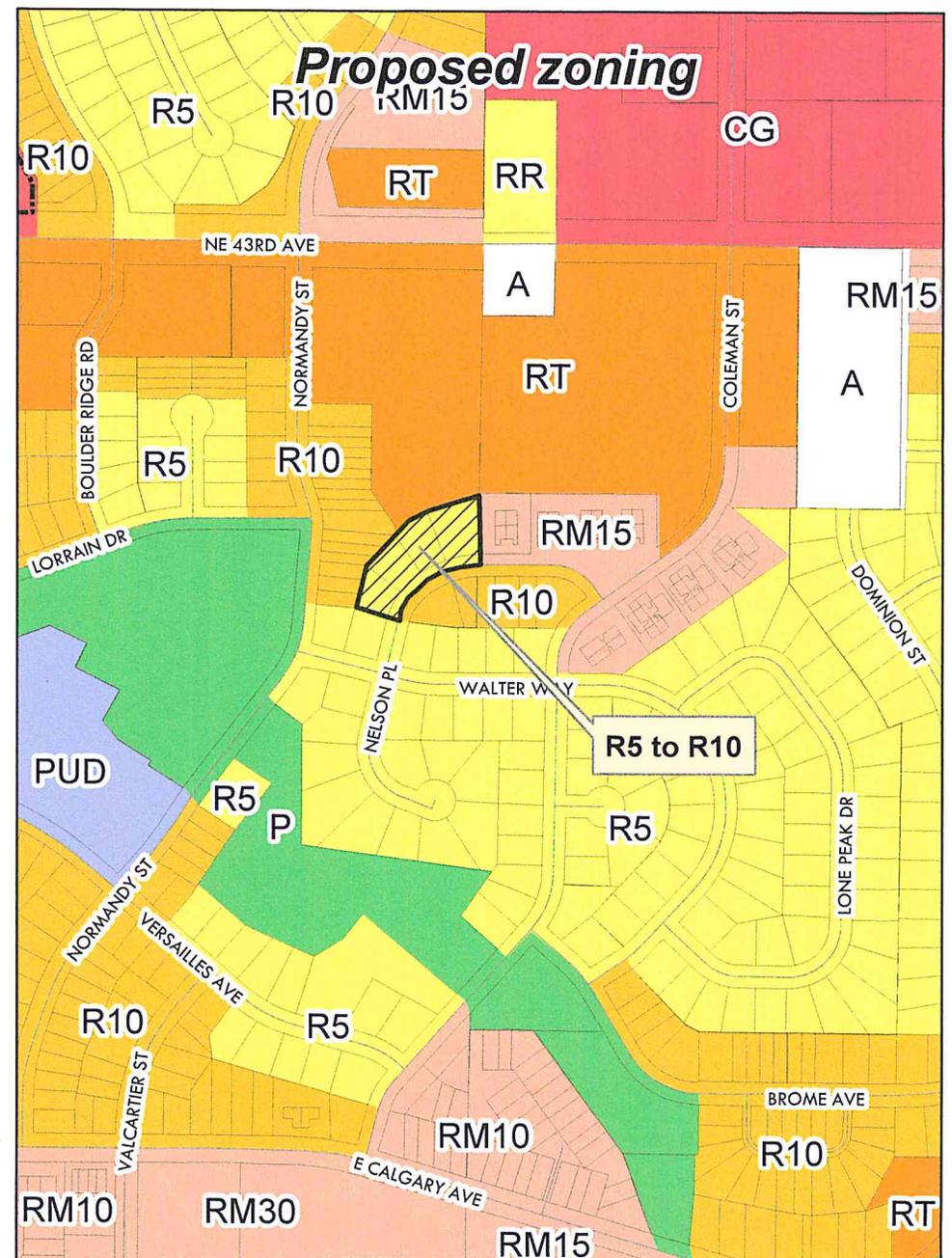
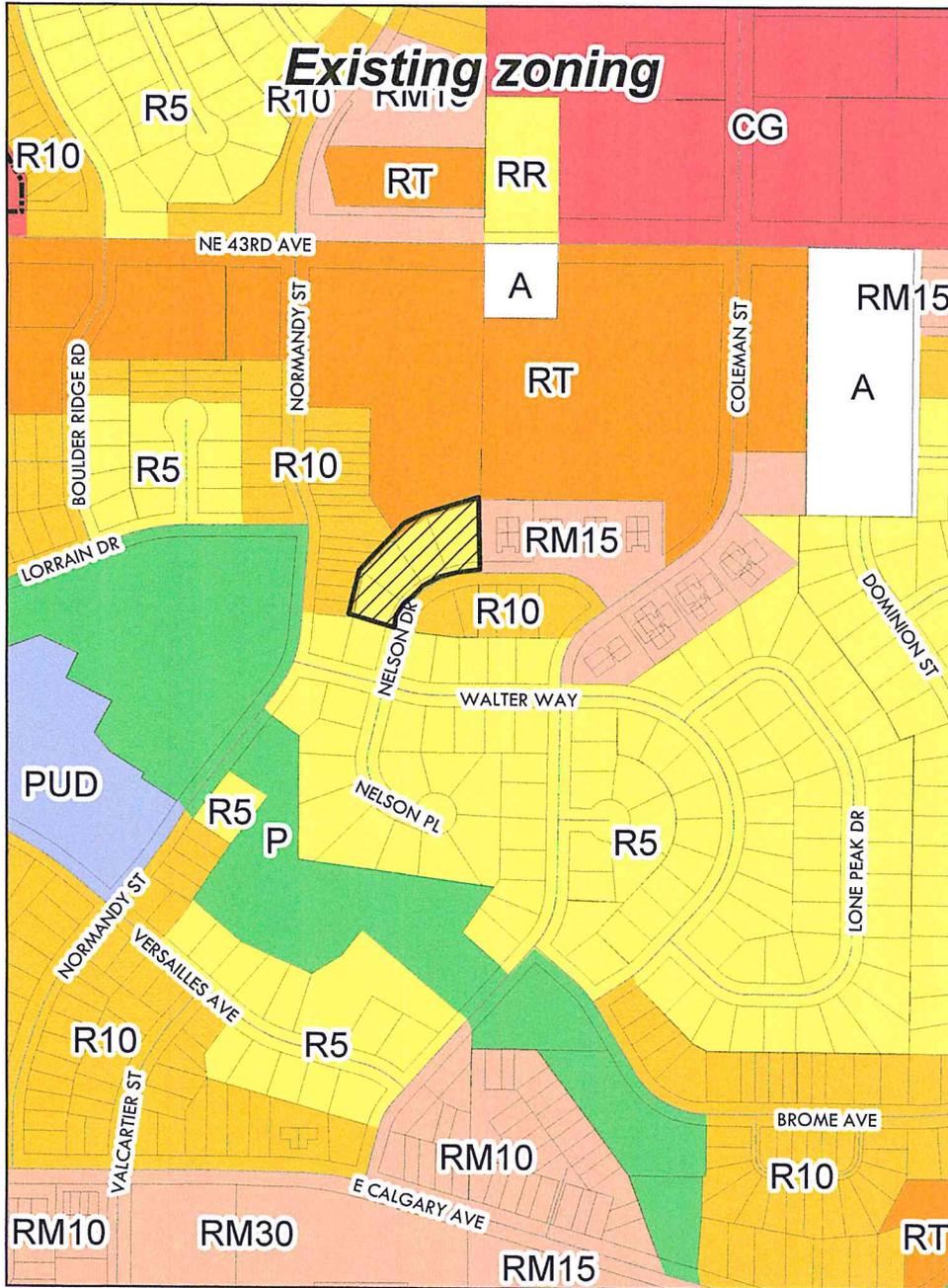


June 15, 2015 (hlb)

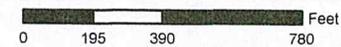
This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



Lots 1-4, Block 1, Gary Nelson Addition - Zoning Change



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.



April, 2016



REQUEST FOR CITY COMMISSION ACTION

Item Description: Various Publicly-owned Lots and Tracts in South Bismarck and ETA (Phase 6 of 6) – Zoning Change (A, MA, RR & R5 to P)

REQUEST

The City of Bismarck's Community Development Department – Planning Division has initiated this zoning change for publicly owned land from various zoning districts to the P – Public zoning district.

All of the parcels are located in south Bismarck or south of the corporate limits in the City's extraterritorial area, except for one stormwater detention area with the North Plains Commerce Centre. Two parcels that are part of Cottonwood Park are proposed for rezoning. Other sites proposed for rezoning are part of the grounds of the Missouri River Correctional Center, Prairie Rose School, and the portion of Sibley Island within the City's jurisdiction.

Representatives from the Parks and Recreation District, state agencies, and Bismarck Public Schools were consulted to assure that all of the properties listed will continue in their current use into the future.

PLANNING & ZONING COMMISSION

The Planning & Zoning Commission held a public hearing on the zoning change on May 25, 2016.

No members of the public spoke at the public hearing.

At the conclusion of the public hearing, and based on the findings contained in the staff report, the Planning & Zoning Commission unanimously recommended approval of the zoning change from the A – Agricultural, RR – Residential, MA – Industrial and R5 – Residential zoning districts to the P – Public zoning district for various publicly-owned lots and tracts in south Bismarck and the ETA.

The staff report from the May 25th meeting of the Planning & Zoning Commission is attached.

RECOMMENDED CITY COMMISSION ACTION

June 14th Meeting of the Board of City Commissioners – consider the request for the zoning change as outlined in Ordinance 6216, and call for a public hearing on the item for the June 28th meeting of the Board of City Commissioners.

June 28th Meeting of the Board of City Commissioners – hold a public hearing on the request for the zoning change as outlined in Ordinance 6216, and take final action on the request.

ORDINANCE NO. 6216

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

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

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

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the R5-Residential zoning district and included in the P-Public zoning district:

Auditor's Lot G of the SW ¼ of NE ¼, the NW ¼ of the SE ¼, the NE ¼ of the SW ¼, and the SE ¼ of the NW ¼ of Section 16, T138N-R80W/Lincoln Township.

The following described properties shall be excluded from the RR-Residential zoning district and included in the P-Public zoning district:

Lot 5, Block 3, Ridgeview Acres 2nd Subdivision

Lot A of Lot 22, Block 2, Falconer Estates

Lot A of Lot 23, Block 2, Falconer Estates

All unplatted portions of the SW ¼ of Section 34, T138N-R80W/Lincoln Township, known as a portion of Sibley Island.

The following described property shall be excluded from the MA-Industrial zoning district and included in the P-Public zoning district:

Auditor's Lot A of Lot 1, Block 2, Northern Plains Commerce Centre Addition.

The following described property shall be excluded from the A-Agricultural zoning district and included in the P-Public zoning district:

Auditor's Lot H of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, T138N-R80W/Lincoln Township.

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.



STAFF REPORT

City of Bismarck
 Community Development Department
 Planning Division

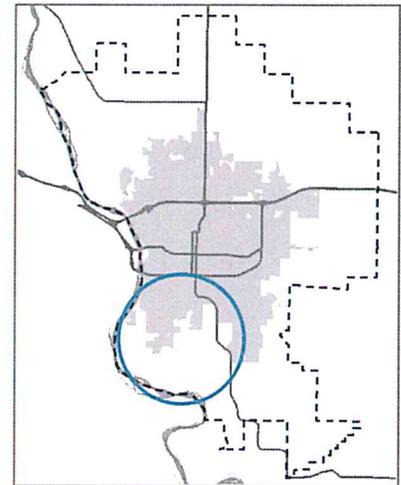
May 25, 2016

Application for: Zoning Change

TRAKiT Project ID: ZC2016-004

Project Summary

Title:	Various P-Public District Zoning Changes (R5, RR, MA, and A to P) – Phase 6 of 6
Status:	Planning & Zoning Commission – Public Hearing
Owner(s):	Bismarck Parks and Recreation District Bismarck Public Schools State of North Dakota United States Army Corp of Engineers
Project Contact:	Daniel Nairn, AICP, Planner, City of Bismarck
Location:	Various tracts of land in south Bismarck.
Project Size:	108.73 Acres
Request:	City-initiated action to rezone properties in public ownership to the P-Public zoning district to enhance consistency of the zoning map.



Site Information

Existing Conditions		Proposed Conditions	
<i>Number of Lots:</i>	8 tracts	<i>Number of Lots:</i>	8 tracts
<i>Land Use:</i>	Parks, schools, stormwater facility, open space	<i>Land Use:</i>	Parks, schools, stormwater facility, open space
<i>Designated GMP Future Land Use:</i>	Civic Low Density Residential Conventional Rural Residential	<i>Designated GMP Future Land Use:</i>	Civic Low Density Residential Conventional Rural Residential
<i>Zoning:</i>	R5 – Residential RR – Residential MA – Industrial A – Agriculture	<i>Zoning:</i>	P – Public Use
<i>Uses Allowed:</i>	Various, depending on zone	<i>Uses Allowed:</i>	P – Parks, schools, open space, stormwater facilities, and other public uses.
<i>Max Density Allowed:</i>	Various, depending on zone	<i>Max Density Allowed:</i>	P – N/A

(continued)

Staff Analysis

In Section 14-04-16 of the Bismarck Code of Ordinances, the P – Public zoning district is “established as a district in which the predominant use of land is for public uses,” specifically for public recreation, education and other government services. Over time, several parcels throughout the city have been acquired by a government agency and put to public use, while remaining in their original zoning district. The Community Development Department proposes to rezone these properties to the P – Public zoning district, in order to meet the intent of the ordinance and improve the consistency of the zoning map.

This project is the last of six rezoning phases planned. All of the parcels are south of the city limits in the City’s Extraterritorial Area, except for one stormwater detention area with the North Plains Commerce Center.

Two parcels that are part of Cottonwood Park are proposed for rezoning. Other sites proposed for rezoning are part of the grounds of the Missouri River Correctional Center, Prairie Rose School, and the portion of Sibley Island within the City’s jurisdiction.

Representatives from the Parks and Recreation District, state agencies, and Bismarck Public Schools were consulted to assure that all of the properties listed will continue in their current use into the future.

Required Findings of Fact

1. The proposed zoning change generally conforms to the Future Land Use Plan in the 2014 Growth Management Plan, as amended;
2. The proposed zoning change is compatible with adjacent land uses and zoning;
3. The City of Bismarck and other agencies would be able to provide necessary public services, facilities and programs to serve any development allowed by the new zoning classification, as the properties are already annexed and served;
4. The proposed zoning change is justified by a change in conditions since the previous zoning classification was established;

5. The zoning change is in the public interest and is not solely for the benefit of a single property owner;
6. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance;
7. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
8. The proposed zoning change would not adversely affect the public health, safety, and general welfare.

Staff Recommendation

Based on the above findings, staff recommends approval of the zoning change from the R5 – Residential zoning district to the P – Public zoning district for the properties described as:

- Auditor’s Lot G of the SW ¼ of NE ¼, the NW ¼ of the SE ¼, the NE ¼ of the SW ¼, and the SE ¼ of the NW ¼ of Section 16 T138N-R80W/Lincoln Township.

And of the zoning change from the RR – Residential zoning district to the P – Public zoning district for the properties described as:

- Lot 5, Block 3, Ridgeview Acres 2nd Subdivision
- Lot A of Lot 22, Block 2, Falconer Estates
- Lot A of Lot 23, Block 2, Falconer Estates
- All unplatted portions of the SW ¼ of Section 34, T138N-R80W/Lincoln Township, known as a portion of Sibley Island.

And of the zoning change from the MA – Industrial zoning district to the P – Public zoning district for the properties described as:

- Auditor’s Lot A of Lot 1, Block 2, Northern Plains Commerce Centre Addition.

And of the zoning change from the A –Agricultural zoning district to the P – Public zoning district for the properties described as:

- Auditor's Lot H of the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 16, T138N-R80W/Lincoln Township.

- Government lot 5 of the SE ¼ of Section 19, T138N-R80W/Lincoln Township.

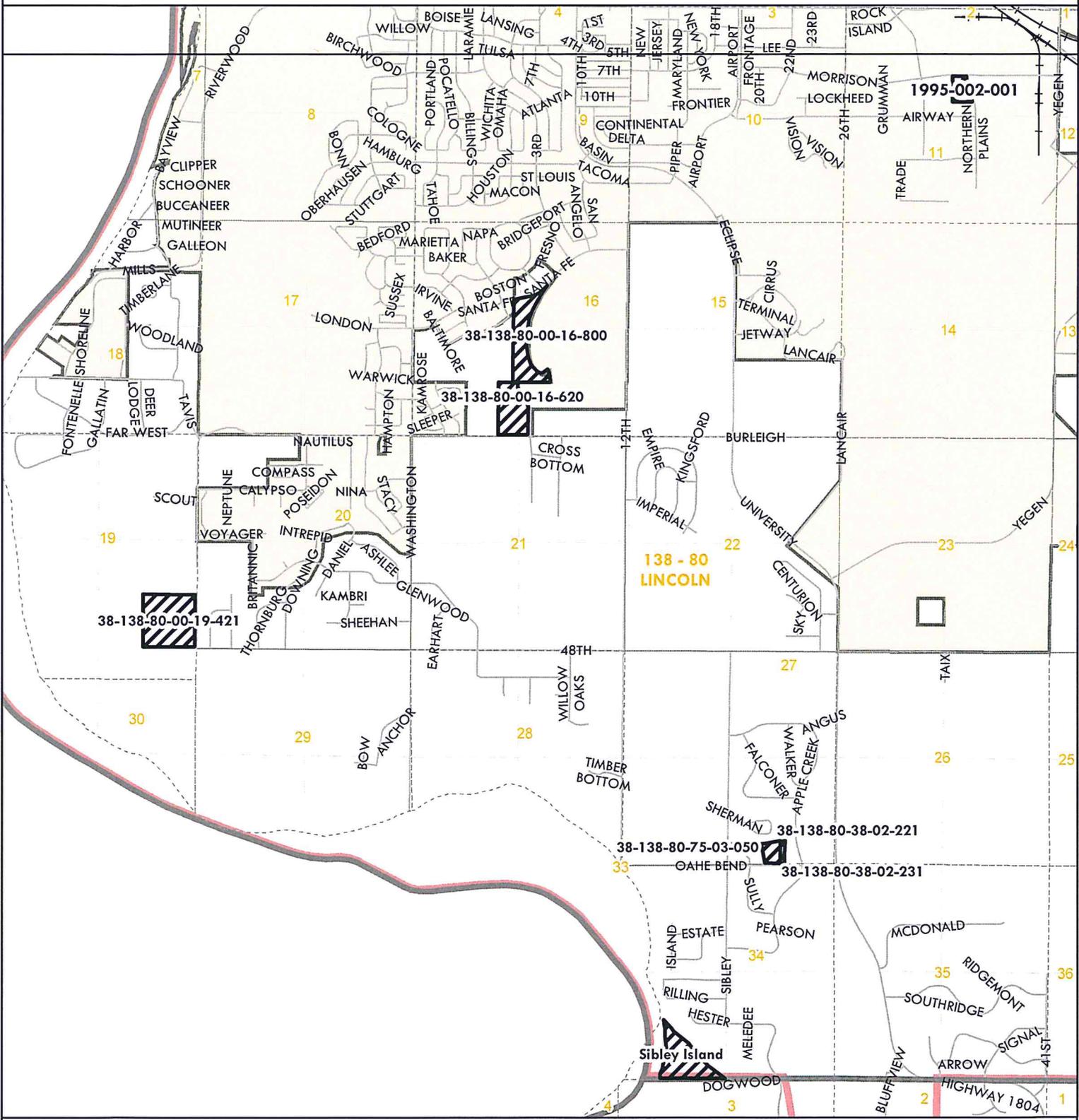
And of the zoning change from the A –Agricultural zoning district and the P – Public zoning district to the P – Public zoning district for the properties described as:

Attachments

- Location Map
 - Zoning Map
-

Staff report prepared by: Daniel Nairn, AICP, Planner
701-355-1854 | dnairn@bismarcknd.gov

Phase VI: Various P-Public Zoning Changes (RR, R5, MA and A to P) in South Bismarck and Bismarck ETA

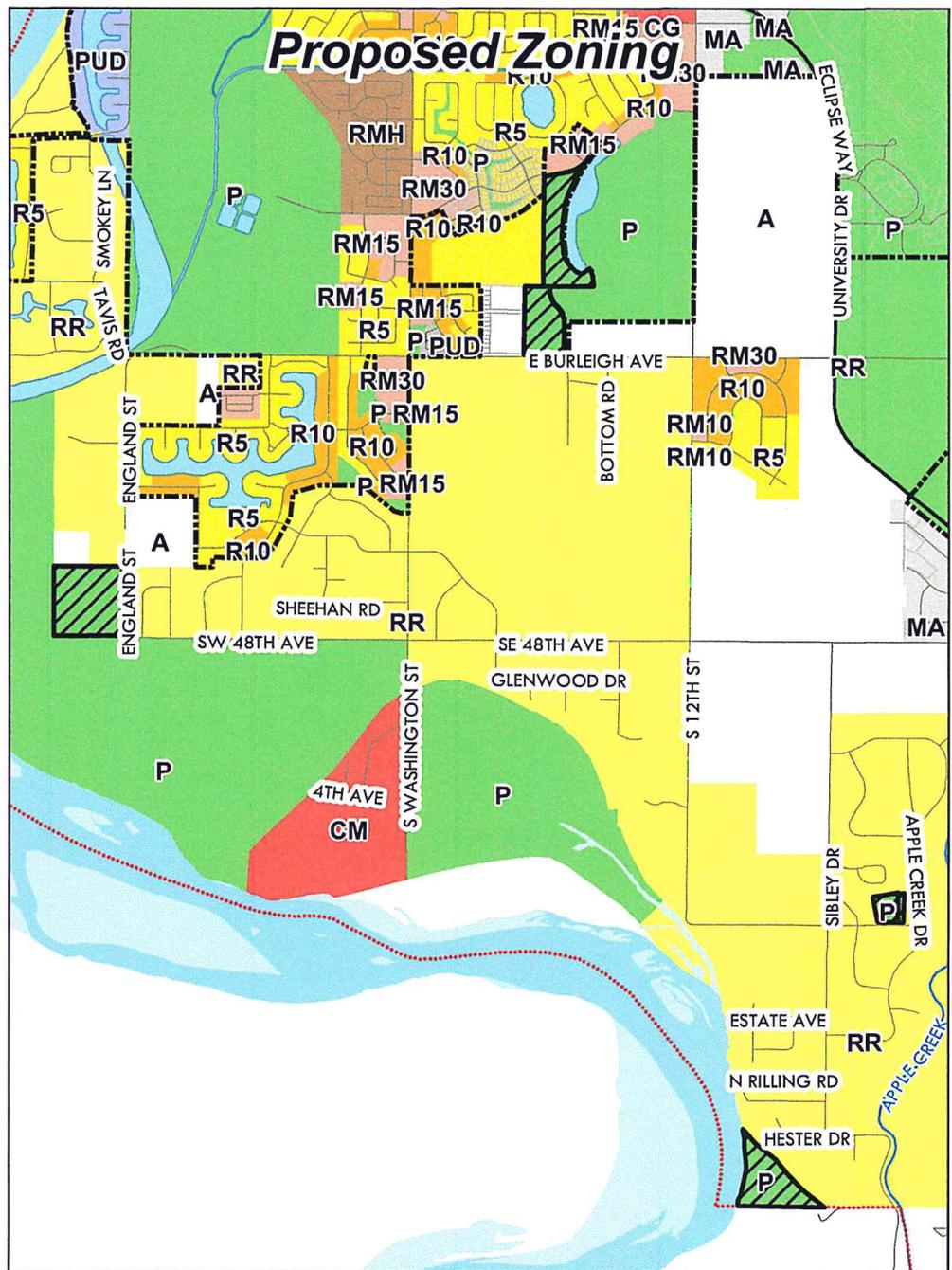
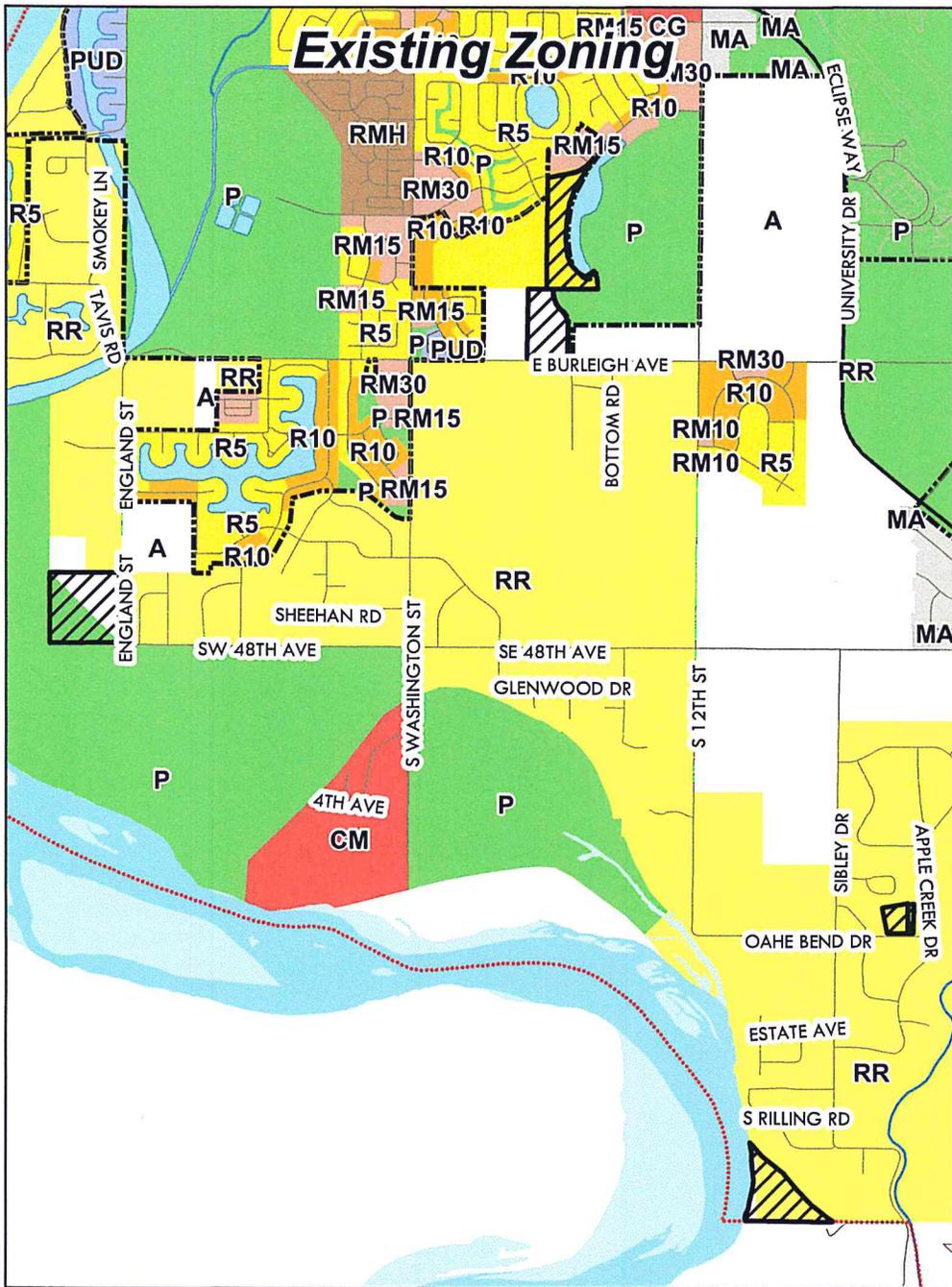


May 9, 2016 (DAN)



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Various P-Public District Zoning Changes (Phase 6) - Zoning Change



 Areas to be Changed
  City Limits
  Extraterritorial Area

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0 1,650 3,300 6,600 Feet

April, 2016





REQUEST FOR CITY COMMISSION ACTION

Item Description: The Starving Rooster, LLC –
Renaissance Zone Designation – Lease

REQUEST

The Starving Rooster, LLC is requesting designation of the lease of 3,350 square feet of space in the building at 512 East Main Avenue as a Renaissance Zone project. The property is owned by Gulch Holdings II, LLC and is legally described as Lots 11-12, Block 46, Original Plat.

This is a lease of space within a prior Renaissance Zone project, so no capital investment is required for eligibility in the Renaissance Zone program. However, the application proposes to make \$600,000 in leasehold improvements to the space prior to occupation.

RENAISSANCE ZONE AUTHORITY

The Renaissance Zone Authority held a public hearing on the proposed Renaissance Zone Designation on June 21, 2016.

No members of the public spoke at the hearing.

At the conclusion of the public hearing, and based on the findings contained in the staff report, the Renaissance Zone Authority unanimously recommended approval of the Renaissance Zone designation as proposed by staff. The staff report from the June 21, 2016 meeting of the Renaissance Zone Authority is attached.

RECOMMENDED CITY COMMISSION ACTION

Take final action on the request for Renaissance Zone designation.



STAFF REPORT

City of Bismarck
Community Development Department
Planning Division

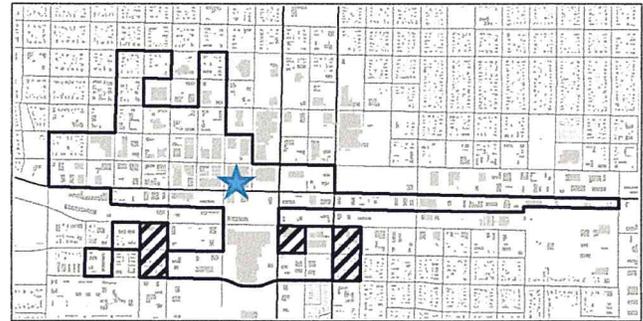
June 21, 2016

Application for: Renaissance Zone Designation

TRAKiT Project ID: RZ2016-001

Project Summary

Title:	The Starving Rooster, LLC
Project Type:	Lease
Status:	Board of City Commissioners
Applicant(s)	FMI Restaurants
Owner(s):	Gulch Holdings II, LLC
Project Description:	The Starving Rooster is a restaurant with bar that opened in 2014 in Minot, and the Bismarck restaurant would be the second location. The project includes \$600,000 in leasehold improvements to the interior, including use of re-purposed wood for tables and the bar.



Street Address: 512 East Main Avenue

Legal Description: Lot 1, Block 48, Original Plat

RZ Block Number: 21

Project Information

Parcel Size:	6,545 square feet	Building Floor Area:	3,350 square feet	Estimated Property Tax Benefit:	N/A
Lease Area:	3,350 Square feet	Certificate of Good Standing:	Received	Estimated Income Tax Benefit:	\$25,000 over five years

Project Review Guidelines

High Priority Land Use:	Yes – restaurant/mixed use	Targeted Area:	Yes – Vacant Space	Public Space/Design:	N/A
Capital Investment:	\$600,000	New Expanding Business:	Yes – New Business	Historic Property:	N/A

Findings

1. The proposed use is consistent with the City's Renaissance Zone Development Plan.
2. The lease will be for a new business locating in downtown Bismarck.

3. The applicant would be occupying space in a previously renovated building that has been designated as a Renaissance Zone project; therefore an investment by the applicant is not required. However, the applicant has indicated that approximately \$600,000 would be spent on the build-out of the space.

(continued)

4. The project completion is projected for the Fall of 2016.

business location for five years beginning with the date of occupancy.

Staff Recommendation

Based on the above findings, staff recommends approval of the designation of the lease of 3,350 square feet at 512 East Main Avenue by The Starving Rooster as a Renaissance Zone project, with an exemption from state tax on income derived from the

Attachments

1. Renaissance Zone Criteria Scoring Sheet
2. Location Map
3. Main Floor Plan

Staff report prepared by: Daniel Nairn, AICP
701-355-1854 | dnairn@bismarcknd.gov

Renaissance Zone Criteria Project Scoring Sheet

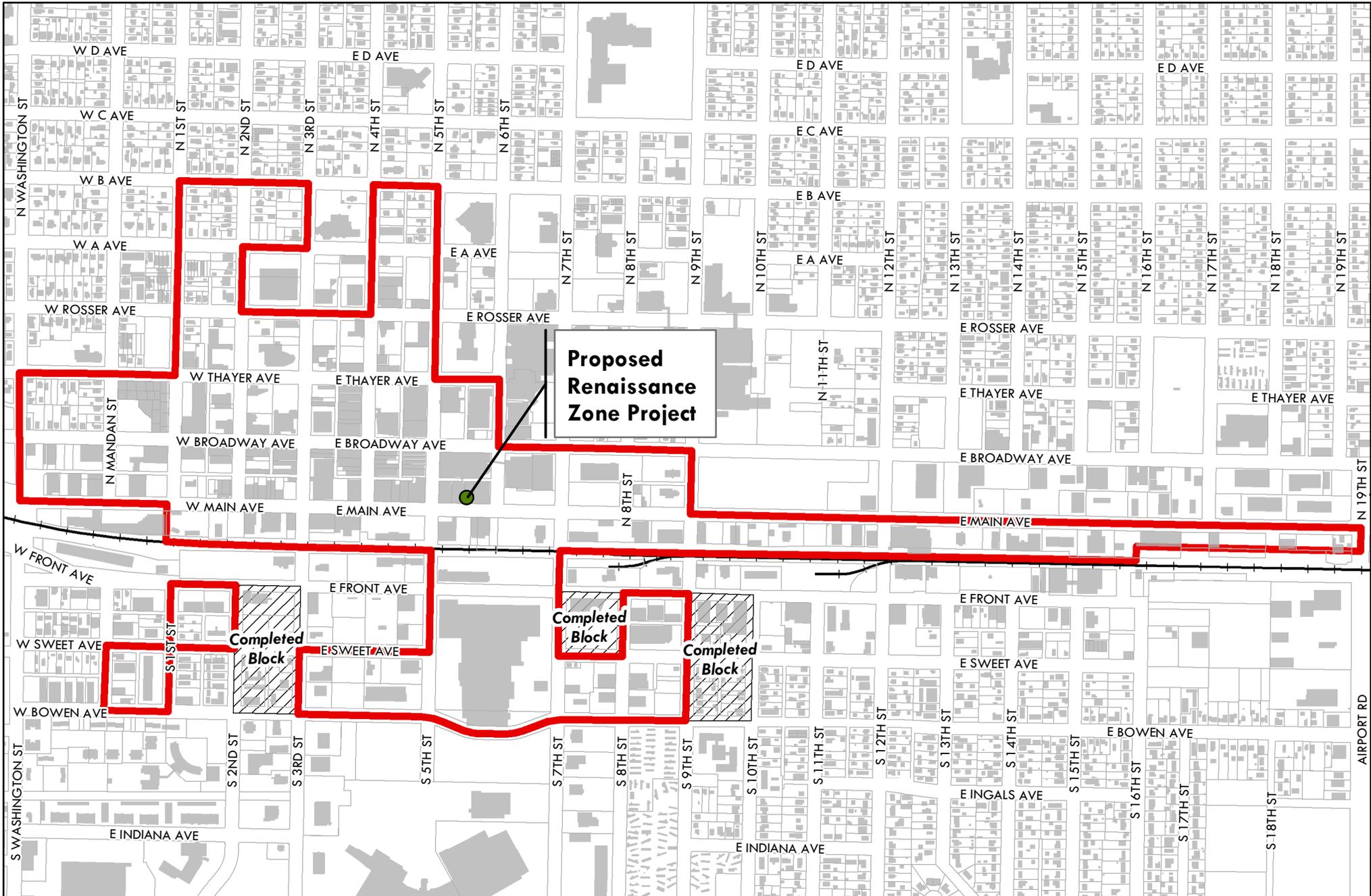
Title:	The Starving Rooster, LLC	Current Valuation:	N/A
Project Type:	Lease	Proposed Capital Investment:	\$600,000

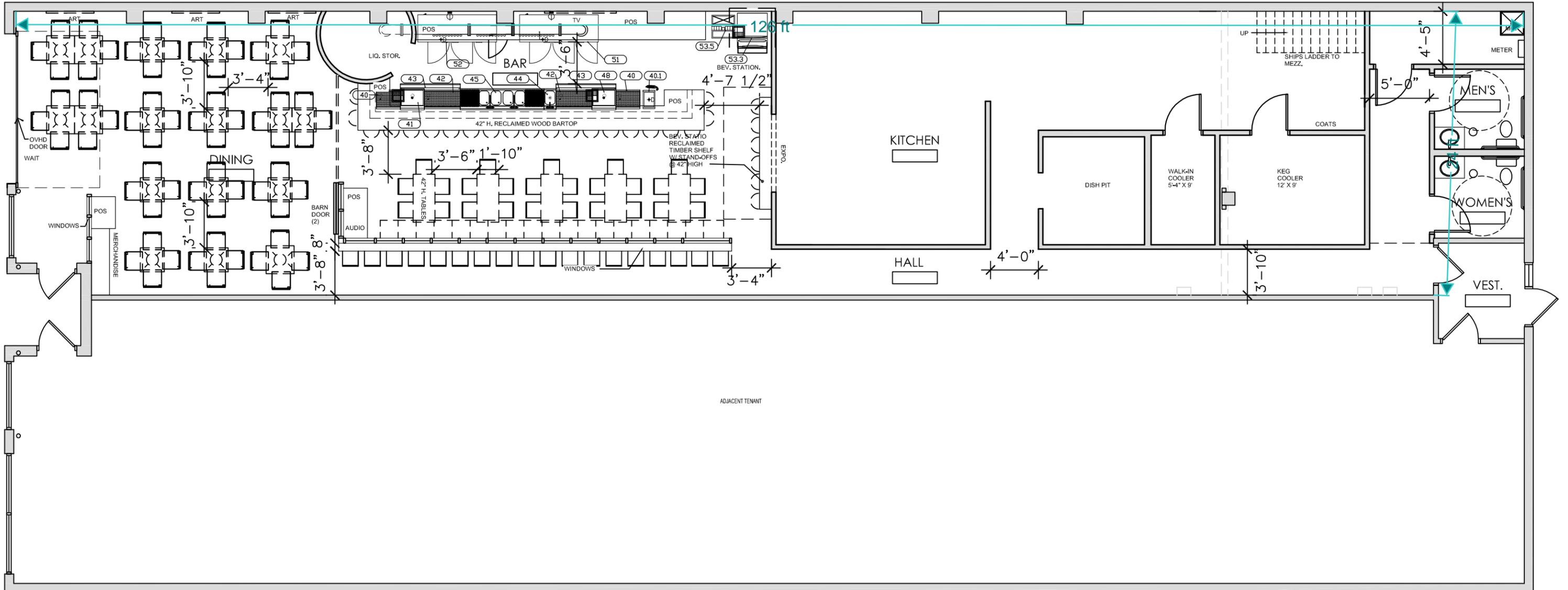
Minimum Criteria for Proposals Involving a Commercial Lease:		Possible Points	Staff Rating
1	<p>Project consistent with the Renaissance Zone Development Plan, specifically:</p> <p>A1: Maintain the Zone as a mixed-use area accommodating a wide range of retail, governmental, service and residential functions.</p> <p>A2: Promote continued support for redevelopment activities in the Zone.</p> <p>A3: Promote and advocate activities and programs that meet the needs of varied age, interest, and socioeconomic groups at all times of the day and night and throughout the year.</p> <p>D1: Reinforce emerging entertainment, medical, office/service and retail districts with compatible land uses.</p> <p>D2: Concentrate redevelopment in the Zone.</p>	20	20
2	New business, expanding business <u>or</u> continuation of lease	10	10
3	Within building rehabilitated as an approved Zone project <u>or</u> investment of at least \$30 per square foot in improvements	10	10
Subtotal		40	40

Project Review Guidelines - Required:			
1	<p>High Priority Land Use</p> <ul style="list-style-type: none"> • Primary sector business • Active commercial, specialty retail and/or destination commercial • Mixed use development • Residential units, including single or multi-family units 	15	15
2	<p>Capital Investment</p> <ul style="list-style-type: none"> • Consideration for level of capital investment (either by owner or lessee) 	15	15
3	<p>Targeted Area</p> <ul style="list-style-type: none"> • Parcels that have been vacant or underutilized for an extended period • Parcels specifically targeted for clearance 	15	15
4	<p>Relocation (vs. New or Expanding Business)</p> <ul style="list-style-type: none"> • Relocation from within the downtown area (may not be eligible) • Relocation from a community outside Bismarck area (may not be eligible) • Maintaining existing business in the downtown area or expanding business 	15	15
Subtotal		60	60
TOTAL		100	100

Project Review Guidelines – Optional:			
1	<p>Public Space/Design</p> <ul style="list-style-type: none"> • Incorporation of civic or public spaces • Demonstrated commitment to strengthen pedestrian connections • Attention to streetscape amenities and landscaping • Attention to design and visual appearance 	10	0
2	<p>Historic Preservation and Renovation</p> <ul style="list-style-type: none"> • Within the downtown historic district • Contributing or non-contributing • Historic preservation component 	10	0
Subtotal		20	0
TOTAL		120	100

512 East Main Avenue - Lease





MAIN FLOOR PLAN - OPTION D
 SCALE: 1/8" = 1'-0"



2534 SO. UNIVERSITY DR
 FARGO, ND 58103
 701.478.4600

STARVING ROOSTER BISMARCK
PROJECT #1612
DATE 3-24-16
FLOOR PLAN
1

MEMORANDUM

TO: Jason Tomanek – Assistant City Administrator

FROM: Michelle Klose – Public Works Utility Operations Director ^{mk}

DATE: June 22, 2016

RE: Agenda Item - Permission to Purchase One (1) New Utility Tractor and Attachments

Please place on the June 28, 2016, Board of City Commissioner meeting agenda the awarding of bid for the purchase of One (1) New Utility Tractor and Attachments for the Water Treatment Plant.

The City received one bid on Tuesday, June 21, 2016, as shown on the attached bid tabulation. After reviewing the bid received, staff recommends awarding the bid to RDO Equipment for \$44,766.31.

I will be present at the City Commission meeting to respond to questions the Board may have regarding this matter. Please contact me if you have questions or require additional information.

CITY OF BISMARCK PUBLIC WORKS DEPARTMENT
 PO BOX 5503 -BISMARCK ND 58506-5503
 BIDS OPENED JUNE 21, 2016
 BID TABULATION

ONE (1) NEW UTILITY TRACTOR & ATTACHMENTS

	RDO EQUIPMENT
BASE MACHINE	\$31,335.61
FRONT END LOADER ATTACHMENT	\$4,518.92
MID MOUNT MOWER DECK ATTACHMENT	\$2,837.75
SNOW BLOWER ATTACHMENT	\$5,113.77
FLOATING PALLET FORK CARRIER ATTACHMENT	\$960.26
TOTAL SUM BID FOB BISMARCK	\$44,766.31
DATE OF DELIVERY	08/01/16
WARRANTY PARTS & LABOR	Attachments: 1 year Tractor: 2 years Power Train: 6 years