



September 8, 2016

Board of City Commissioners
Bismarck, ND

Dear Commissioners:

The Board of City Commissioners is scheduled to meet in regular session on Tuesday, September 13, 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:

- September 27, 2016
- October 11 & 25, 2016
- November 8 & 22, 2016

BOARD OF CITY COMMISSIONERS

1. Consider approval of the minutes of the special meeting on August 15, 2016 and the regular meeting on August 23, 2016.

2. CONSENT AGENDA

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

Documents:

[Personnel Actions Sept 13 BCC Meeting.pdf](#)

C. Consider approval of the tax abatement application for Disabled Veteran Credit for 2016.

Documents:

[Abatement application for 2016 Disabled Veteran Credit.pdf](#)

D. Consider request from Bismarck-Burleigh Public Health for permission to accept donations for the Women's Way program.

Documents:

[Permission for BBPH to accept donations for Womens Way program.pdf](#)

- E. Consider request from the Community Development Department for the appointment of Joe Fink to the Renaissance Zone Authority.

Documents:

[Renaissance Zone Authority appointment.pdf](#)

- F. Consider the following requests from the Engineering Department:

- Approve the Agreement and Waiver at 722 Calypso Drive for the encroachment of the curb opening storm water inlet within the public right-of-way.
- Approve Dakota Carrier Network Encroachment and Waiver Agreement at 2223 E Rosser Ave for the encroachment of the privately owned fiber optic cable within the public right-of-way.

Documents:

[Agreement and Waiver for encroachment at 722 Calypso Dr.pdf](#)
[Dakota Carrier Network Encroachment and Waiver Agreement at 2223 E Rosser Ave.pdf](#)

- G. Consider the following requests from the Event Center:

- Award the quote received from WebstaurantStore for \$6,952.38 for the purchase of three units of ice cream dipping cabinets.
- Acceptance of the user agreement with Dakota Pro Football, LLC.
- Award bid for the third party alcoholic beverage service.

Documents:

[Quotes to purchase ice cream dipping cabinets.pdf](#)
[Acceptance of user agreement for indoor football contract.pdf](#)
[Award bid for third party alcoholic beverage service.pdf](#)

- H. Consider request from the Finance Department for the introduction of and call for public hearing on the 2017 Budget Ordinance (Ordinance 6233).

[Preliminary 2017 Budget \(Full version\)](#)

NOTE: The attachment for this item was revised on 9/13/16. Changes are noted in the attachment.

Documents:

[Introduction of 2017 budget ordinance_revised 091316.pdf](#)

- I. Consider introduction of and call for a public hearing on the request to transfer a Class D liquor license from SHU, Inc. to Tonka Group, Inc. at 115 South 5th Street (dba The Elbow Room).

Documents:

[The Elbow Room liquor license transfer.pdf](#)

- J. Consider request for approval of the Resolution in Support of Bismarck's Military and Veteran Caregivers.

Documents:

[Resolution in Support of Bismarcks Military and Veteran Caregivers.pdf](#)

REGULAR AGENDA

3. Public comment (restricted to items on the Regular Agenda, excluding public hearing items).

Note: Those appearing should complete the sign-in sheet at the podium with name, address, contact phone number, etc.

(No attachment)

4. PUBLIC HEARING on the request from DCN, LLC (dba Dakota Carrier Network), to apply for a broadband franchise.

Documents:

[Dakota Carrier Network application for franchise agreement.pdf](#)

5. PUBLIC HEARING on a request from A & B Pizza South, Inc. to locate a new class I-2 liquor license at 600 South Fifth Street, Space 212, Kirkwood Mall (dba A & B Pizza).

Documents:

[A and B Pizza Kirkwood.pdf](#)

6. PUBLIC HEARING on a request from BWR-Bismarck, Inc. to locate a new class F-1 liquor license at 4424 North 15th Street (dba Buffalo Wings & Rings).

Documents:

[Buffalo Wings and Rings.pdf](#)

7. PUBLIC HEARING to transfer a Class F-1 liquor license at 1800 North 12th Street from WR Bismarck Ventures Limited Partnership (dba Minerva's) to Kelly Midwest Ventures Limited Partnership (dba Capital Street Grill & Bar).

Documents:

[Capital Street Grille and Bar.pdf](#)

8. PUBLIC HEARING on Ordinance 6232 relating to placement of poles in right-of-way restricted.

Documents:

[Ordinance 6232.pdf](#)

9. PUBLIC HEARING and Confirmation of Special Assessment Districts.

NOTE: The attachment for this item was revised on 9/13/16. Changes are noted in the attachment.

Documents:

[Public hearing and confirmation of special assessment districts_revised 091316.pdf](#)

10. PUBLIC HEARING on the approval of Corrective Ordinance 6139 regarding the annexation of Heritage Park Addition. The Community Development Department staff recommend approval.

Documents:

[Corrective ordinance for annexation of Heritage Park Addition.pdf](#)

11. Consider the following requests regarding Water Improvement District 16-330/Sewer Utility Project 16-65.

- Receive bids
- Award contract

Documents:

[Receive bids and award contract Water Imp Dist 16 330 and Sewer Utility Project 16 65.pdf](#)

12. Consider the following requests regarding Sewer Utility Project 16-69.

- Receive bids
- Award contract

Documents:

[Receive bids and award contract Sewer Utility Project 16 69.pdf](#)

13. Consider request from the Engineering Department to order the repair of hazardous sidewalks deemed unsafe for pedestrian traffic.

(Note: These property owners have already been notified of the need to make repairs as directed by this Board)

Documents:

[Engineering request to order repairs of hazardous sidewalks.pdf](#)

14. Consider request from the Community Development Department for approval of the final plat of High Meadows Twelfth Addition, requested by Greg and Gail Mayer and Donald and Lorraine Fitzgerald. The Bismarck Planning and Zoning Commission recommends approval.

Documents:

[High Meadows Twelfth Addition final plat.pdf](#)

15. Consider request from the Community Development Department for approval of the final plat of MDU Bismarck Northwest Addition, requested by MDU Resources Group, Inc. and the city of Bismarck. The Bismarck Planning and Zoning Commission recommends approval.

Documents:

[MDU Bismarck Northwest Addition final plat.pdf](#)

16. Consider request from the Community Development Department for approval of the final plat of Woodland Third Subdivision, requested by Duane and Carla Vetter. The Bismarck Planning and Zoning Commission recommends approval.

Documents:

[Woodland Third Subdivision final plat.pdf](#)

17. Consider the request from the city of Bismarck for approval of a street name change for that portion of Valley Drive, east of the intersection with Tyler Parkway to East Valley Drive.

Documents:

[Valley Drive street name change.pdf](#)

18. Consider request from the Public Works Utility Operations Department to discuss lead service line replacements.

Documents:

[Lead service line replacements.pdf](#)

19. Consider other business.

(No attachment)



PERSONNEL ACTIONS FOR THE MEETING ON Sept. 13, 2016

Full-Time and Part-Time Appointments

Franz, Beverly Children's Services Associate	Library	Part time appointment @ \$14.76/hr. 9/12/2016
Schreiber, Benjamin Real Property Appraiser	Assessing	Probationary appointment @ \$23.23/hr. 9/6/2016
Botone, Barnie Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/31/2016
Fleck, Candace Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/17/2016
Horner, Agatha Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/17/2016
Horner, Clifford Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/17/2016
Kadrmaz, Raquel Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/22/2016
Stevahn Phelps, Lora Concessions	Event Center	Part time appointment @ \$12.00/hr. 8/30/2016
Swenningson, Nancy Concessions	Event Center	Part time appointment @ \$12.00/hr. 9/01/2016
Vinchattle, Valerie Client Service Rep	Public Health	Part time appointment @ \$16.51/hr. 9/12/2016
Comeau, Lance Lime Sludge Operator	Public Works	Probationary appointment @ \$16.51/hr. 8/29/2016
Demke, Keith Utilities Advisor	Public Works	Part time appointment @ \$63.48/hr. 6/5/2016
Denning, Zachary Maintenance Technician	Public Works	Probationary appointment @ \$20.06/hr. 8/29/2016

Separations

Aeschliman, Lance Communications Specialist	Communications	Resigned. 8/17/2016
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Carpenter, Diane Administrative Assistant	Fire	Retired. 8/3/2016
Guthmiller, Robert Heavy Equipment Operator	Public Works	Retiring. 8/31/2016
 <u>Others</u>		
Hammer, Molly Communications Specialist	Cen Comm	Leave w/out pay 9/9/2016 pay period
Rogstad, Michael Firefighter	Fire	Administrative leave. 8/15 – 17/ 2016
Jones, Nicholas Police Officer	Police	Leave w/out pay 8/26/2016 pay period
Carufel, Travis Acting Wastewater Plant Superintendent	Public Works	Salary adjustment - @ \$33.18/hr. 9/11/2016
Fischer, Tonka W/WW Plant Operator	Public Works	Leave w/out pay 8/26/2016 pay period
Fischer, Tonka W/WW Plant Operator	Public Works	Leave w/out pay 9/9/2016 pay period
Ketterling, Bruce Equipment Operator	Public Works	Leave w/out pay 8/26/2016 pay period

Abatements for September 13, 2016 City Commission Meeting

- 2017 St Joseph Dr (0400-002-065) – 2016 – Disabled Veteran Credit



ASSESSING DIVISION

DATE: August 23, 2016

FROM: Debi Goodsell, City Assessor 

ITEM: Application for Abatement for the Year 2016– Disabled Veteran Credit
Jeffrey & Dee Anne Herdebu
2017 St Joseph Dr (400-002-065)

REQUEST

Please schedule the attached application for abatement on the agenda for City Commission consideration.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The above applicant has met all the requirements set forth in the N.D.C.C. 57-02-08 to apply for the Disabled Veteran Credit.

RECOMMENDED CITY COMMISSION ACTION

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

STAFF CONTACT INFORMATION

Becky Fairbanks
bfairbanks@bismarcknd.gov
355-1630

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District # 1
County of Burleigh Property I.D. No. 400-002-065
Name Jeffrey & Dee Anne Herdebu Telephone No. _____
Address 2017 ST JOSEPH DR, BISMARCK

Legal description of the property involved in this application:

MARIAN PARK 2nd
Block 2
Lot 14

Total true and full value of the property described above for the year 2016 is:

Land \$ 38,000
Improvements \$ 146,800
Total \$ 184,800
(1)

Total true and full value of the property described above for the year 2016 should be:

Land \$ 38,000
Improvements \$ 146,800
Total Adj \$ 79,800
(2)

The difference of \$ 105,000 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) Disabled Veteran 7090 (Full year)

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

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

Applicant asks that the market value be Reduced to 79,800

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant _____

Date 8-23-16

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____.

City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____,

County Auditor

Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant Jeffrey + DeAnne Hendrick

County Auditor's File No. 16-200

Date Application Was Filed With The County Auditor 8/23/16

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



BISMARCK-BURLEIGH PUBLIC HEALTH

DATE: August 23, 2016
FROM: Renae Moch, Public Health Director
ITEM: Request for Permission to Accept Donations for Women's Way

REQUEST

The Bismarck-Burleigh Women's Way Program is requesting permission to accept donations from the following organizations:

1. BSC Volleyball annual Pink Event to be held October 2, 2016
2. Runnings Ladies Night to be held October 19, 2016

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The organizations listed above have contacted Women's Way and offered to donate proceeds from their event(s). Proceeds from these events will assist with client medical expenses related to breast and cervical cancer screenings, such as breast follow-up, biopsies, and cancer treatments to benefit many local Women's Way clients. Funds will not be used for program operation expenses.

RECOMMENDED CITY COMMISSION ACTION

Approval recommended.

STAFF CONTACT INFORMATION

Kjersti Hintz, RN, *Women's Way* Coordinator
khintz@bismarcknd.gov
701-355-1580

Renae Moch, MBA, FACMPE, Public Health Director
rmoch@bismarcknd.gov



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2016
FROM: Carl D. Hokenstad, AICP, Director of Community Development
ITEM: Member Appointment to the Bismarck Renaissance Zone Authority

REQUEST

On behalf of Mayor Seminary, I would recommend that Mr. Joe Fink be appointed to serve on the Renaissance Zone Authority.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

If confirmed by the Board of City Commissioners, the term for this position would expire in December 2016.

RECOMMENDED CITY COMMISSION ACTION

It is recommended that Mr. Joe Fink be appointed to serve on the Renaissance Zone Authority to complete an unfulfilled term that expires in December 2016, with the option to reappoint him to a full 3-year term beginning January 2017.

STAFF CONTACT INFORMATION

Please contact Daniel Nairn, AICP, the planner in our office assigned to this request, at 355-1854 or dnairn@bismarcknd.gov, or Kim L. Lee, AICP, Planning Manager, at 355-1846 or klee@bismarcknd.gov.

Planning Manager Kim Lee will present this item at the meeting.



ENGINEERING DEPARTMENT

DATE: September 6, 2016
FROM: Gabe Schell, PE | City Engineer 
ITEM: Agreement and Waiver

REQUEST

Review and approval of the attached Agreement and Waiver.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Travis Welle, dba E Homes, Inc., has requested permission to replace an existing curb opening storm water inlet within the public right-of-way at 722 Calypso Drive per the enclosed Agreement and Waiver. We recommend approval of the attached Agreement and Waiver for the encroachment of the curb opening storm water inlet on the right-of-way.

RECOMMENDED CITY COMMISSION ACTION

Approve the attached Agreement and Waiver for the encroachment of the curb opening storm water inlet with the public right-of-way.

STAFF CONTACT INFORMATION

Linda J. Oster
loster@bismarcknd.gov
701-355-1505

GJS/ps
Enc.

AGREEMENT AND WAIVER

The City of Bismarck (*City*) hereby grants E Homes, Inc. (*Grantee*) the right to replace an existing curb opening storm water inlet in the public Right of Way at 722 Calypso Drive subject to the following conditions:

1. The existing inlet is located in the *Grantee's* desired driveway and may be replaced with an at-grade, flat casting. All work to accomplish this will be at the *Grantee's* expense.
2. The *Grantee* shall comply with all rules and procedures regarding public improvements within the Right of Way as set by the *City* Engineer.
3. In exchange for the *City's* permission to allow a flat casting inlet in the driveway the *Grantee* agrees to release the *City* and its assigns from and waive any and all claims relating to cracking of the concrete in the driveway apron. *Grantee* agrees that it will hold harmless and indemnify the *City* and its assigns from any and all claims resulting from additional ponding of storm water runoff that may result from the replacement of the inlet. If the inlet sustains damage or settles to the extent that the *City* is required to make repairs, the *City* will repair at its cost any damage to the driveway associated with its repair work to the inlet.
4. If the property is sold, this Agreement shall automatically transfer to the *Grantee's* successor in interest.

City of Bismarck

Dated this ____ day of _____, 2016.

Attest: _____
Keith Hunke
City Administrator

Michael Seminary, President
Bismarck City Commission

Grantee

Dated this 31 day of August, 2016

By: 
(owner)

Travis Welle
(owner)



ENGINEERING DEPARTMENT

DATE: September 6, 2016
FROM: Gabe Schell, PE | City Engineer 
ITEM: Dakota Carrier Network Encroachment and Waiver Agreement

REQUEST

Review and approval of the attachment Agreement and Waiver.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

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.

RECOMMENDED CITY COMMISSION ACTION

Approve the attachment Agreement and Waiver for the encroachment of the privately owned fiber optic cable within the public right-of-way.

STAFF CONTACT INFORMATION

Gabe J. Schell
gschell@bismarcknd.gov
701-355-1505

GJS/ps
Enc.

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



August 26, 2016

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

**Re: 1816197 - Dakota Carrier Network
Right-of-Way Request Northland Healthcare Alliance, 2223 E. Rosser 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 September 19, 2016, with a completion scheduled for September 26, 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". The signature is fluid and cursive, with a large loop at the end.

Eric Wald
Project Manager

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

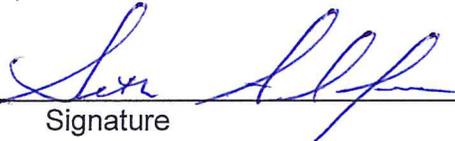
AGREEMENT AND WAIVER

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 26TH day of AUGUST, 2016

DCN, LLC

By: 
Signature

3901 Great Plains Drive South
Fargo, ND 58104
Address

DATED this _____ day of _____, 2016

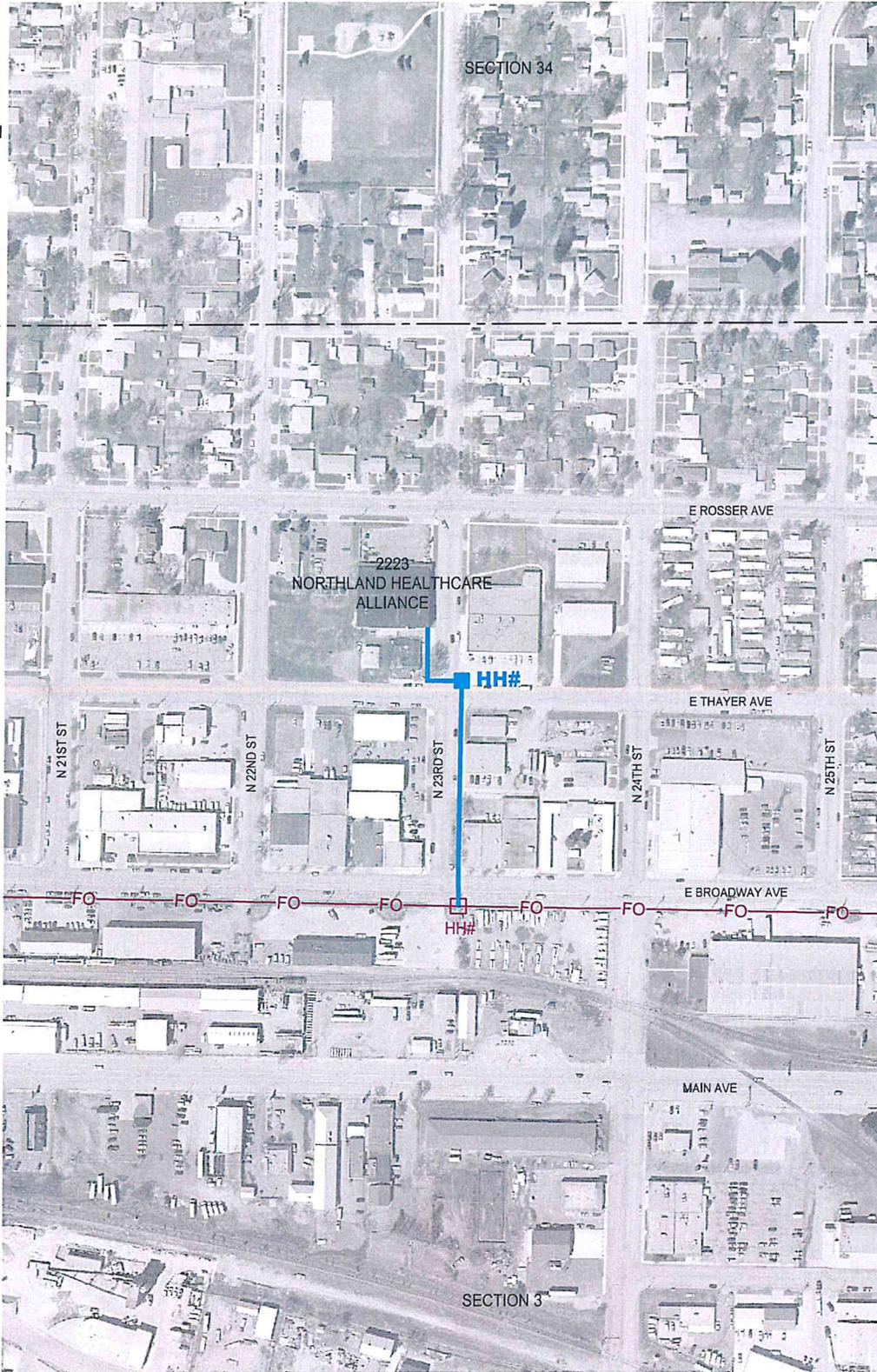
CITY OF BISMARCK

By: _____
Mike Seminary
Mayor

R80W

T139N

T138N



SECTION 34

2223
NORTHLAND HEALTHCARE
ALLIANCE

E ROSSER AVE

E THAYER AVE

E BROADWAY AVE

MAIN AVE

SECTION 3

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.	1816197
File Name	EXH_A
Drafted By	DS
Drafted Date	08/25/16
Record Drawing By	
Record Drawing Date	
Revised By	
Revision Date	
Scale	1"=300'

BISMARCK
EXHIBIT "A"



4585 Coleman Street
Bismarck, ND 58503
Office 701.355.8400
Fax 701.355.8761
www.kljeng.com



Sheet Number

1 of 1

© KLJ 2016

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



EVENT CENTER

DATE: September 6, 2016
FROM:  Charlie Jeske, Director
ITEM: Ice Cream Cabinet

REQUEST

Please place on the September 13 Commission agenda the request to purchase ice cream dipping cabinets.

BACKGROUND INFORMATION

Quotes were gathered from three (3) companies and they were as follows:

WebstaurantStore total \$6,952.38 for 3 units.

Food Services of America total \$13,129.38 for 3 units.

Culinex total \$9,682.98 for 3 units.

The one time budgeted amount for 2016 is \$8,415.

RECOMMENDED CITY COMMISSION ACTION

Award the quote received from WebstaurantStore for \$6,952.38 which is for 3 units.

STAFF CONTACT INFORMATION

I will be present at the City Commission meeting so please contact me at 355-1370 or cjeske@bismarcknd.gov if you have any questions or require additional information prior to the meeting.



City of Bismarck
Bismarck Event Center

315 South 5th Street
 Bismarck, North Dakota 58504
 (701) 355-1370 FAX (701) 222-6599

QUOTE TABULATION SHEET

Project: Ice Cream Cabinet **Project Manager:** Becky Rath

Place: Bismarck Event Center **Date:** 9/6/2016 **Time:** _____

FIRM

1 UNIT

TOTAL FOR 3 Units

Culinex	\$ 3,227.66	\$9,682.98
Food Services of America	\$ 4,376.46	\$13,129.38
WebstaurantStore	\$ 2,317.46	\$6,952.38



EVENT CENTER

DATE: September 6, 2016
FROM:  Charlie Jeske, Director
ITEM: Indoor Football Contract

REQUEST

Please place on the September 13 Commission agenda the request to accept the attached user agreement with Dakota Pro Football, LLC.

BACKGROUND INFORMATION

The attached user agreement between the Bismarck Event Center and Dakota Pro Football, LLC is for five (5) years with an option for an extension of two (2) one (1) year terms if mutually accepted.

RECOMMENDED CITY COMMISSION ACTION

Accept the attached user agreement with Dakota Pro Football, LLC.

STAFF CONTACT INFORMATION

I will be present at the City Commission meeting so please contact me at 355-1370 or cjeske@bismarcknd.gov if you have any questions or require additional information prior to the meeting.

USER AGREEMENT

THIS Agreement, Made and entered into this ^{6th} day of September 2016, by and between the City of Bismarck, a municipal corporation of the State of North Dakota, hereinafter referred to as the "CITY" and Dakota Pro Football, LLC., a North Dakota Corporation, authorized to do business in North Dakota, hereafter referred to as the "FOOTBALL TEAM."

WITNESSETH:

WHEREAS, the CITY owns a civic and events complex in Bismarck, North Dakota, known as "Bismarck Event Center" for use for public purposes and gatherings, including but not limited to the exhibition of sports contests such as professional football and whereas the Football Team is a professional football franchise in the Champions Indoor Football (CIF), hereafter referred to as the "League", which will be operating within the boundaries of the CITY.

Now, therefore, in consideration of mutual covenants herein contained, the parties do mutually agree as follows:

1. DEFINITIONS. As used in this Agreement, the terms defined in this paragraph shall have the following meaning unless the context otherwise requires:

a. "League" means Champions Indoor Football, a league of professional football teams of which FOOTBALL TEAM is now a member, presently known as the CIF or any equivalent league.

b. "Home Game" means any Pre-Season Game, Regular Season Game or Play Off Game scheduled by the League as a home game to be played by the FOOTBALL TEAM in the Arena Premises during the football season and excluding Exhibition Games promoted by FOOTBALL TEAM and played at the Arena. The "Football Season" shall begin with the first Pre-Season Game and end with the FOOTBALL TEAM's final Playoff Game, if any.

c. "Exhibition Game" means any game played in the Arena as an exhibition or charity game but not as a part of the pre, regular or post season.

d. "Pre-Season Game" means any football game (except intra-squad games) played by FOOTBALL TEAM prior to the first regularly scheduled game during the Football Season. "Pre-Season Schedule" means the schedule established by the League and the FOOTBALL TEAM for the playing of Pre-Season Games.

e. "Regular Season Game" means any football game played during the period from the opening of the regular season games to and including the last regularly scheduled game of FOOTBALL TEAM in the Arena Premises as set forth in the annual schedule established by the League, but exclusive of any pre-season or play-off games and championship games after the close of each regular football season.

f. "Play-Off Game" means any one of a series of games, including a championship game, scheduled by the

League after the close of the Regular Season Game schedule to determine the participants in the play-off and championship games.

g. "Concessions" means the business of selling, renting, and/or furnishing goods and/or services, food, drinks, parking, souvenirs, novelties, and cushions (the latter for purpose of illustration only and without limitation of the generality of the term "goods and services"). Concessions shall not include team or novelty items sold by the FOOTBALL TEAM pursuant to section 4(c) of this Agreement.

h. "Net income from sale of tickets and trade-outs" or "gross gate receipts after tax" means the total of all amounts of cash in trade or its equivalent paid or payable to FOOTBALL TEAM or to any person or entity authorized to receive the same on behalf of FOOTBALL TEAM for admission to home games, less: the sum of Federal, State, City taxes, fee, admission or service charges (including any service charge or users' fee imposed by the City by ordinance or by the terms of this Agreement), except the consideration specified and imposed by paragraph 6(a), collected (through FOOTBALL TEAM, as vendor or otherwise) as taxes, fees, admission, or service charges from any ticket purchases.

i. "Parking Facilities" means that area operated by the City for the use of the patrons for parking purposes for which a charge will be made by the CITY or its authorized agents to park automotive transportation.

j. "Arena Premises" means that part of the Event Center Arena necessary for the proper exhibition of professional football including the seating and access thereto, the playing surface, locker rooms, ticket sales facilities, offices and storage space generally as shown on Exhibit 1 (both levels) which is attached to and made a part of this Agreement, as available.

k. "Franchises" means and includes all of the rights, privileges and powers granted by the League to FOOTBALL TEAM, including, without limitation, the right to conduct League professional football games in and about the City of Bismarck and County of Burleigh, State of North Dakota, in accordance with the Constitution and By-Laws of the League now in effect or as charged during the term of this agreement.

l. "Fiscal Year" means and includes the period of time from August 1 through July 31 each year.

2. **Premises.**

a. For the consideration as stated in this Agreement, The CITY hereby grants to FOOTBALL TEAM the right to use and occupy the Arena Premises, for the purposes, and at the times during each fiscal year and upon the terms and conditions, hereafter expressed. The CITY warrants and represents that it has the authority and power to grant the rights herein referred to.

3. **Term and Termination.** This Agreement shall be for a term of five (5) years commencing as of the date hereof, extending to and including the 2021 League season. After the initial term of five (5) years, the term of this Agreement may be extended for an addition two (2) one (1) year terms at the mutual agreement of the parties provided that FOOTBALL TEAM is not in breach of this Agreement. The date of ending of the initial or extended term shall be extended to the date after the final game of the Final Championship Schedule for the final season of the term, if FOOTBALL TEAM is participant in a Final Championship Schedule in the final season.

4. **Use and Occupancy.** FOOTBALL TEAM (subject to all terms and conditions of this Agreement), shall have:

a. Scheduling of Games. The exclusive right in the Arena premises to play League football games during the annual period including Pre-Season Games, Regular Season Games and Playoff Games, if any, during the term covered by this Agreement. FOOTBALL TEAM shall not be entitled to possession or use of the Arena Premises on any dates except those scheduled for pre, regular and playoff football games. Exhibition games, if any, shall be negotiated by the parties in good faith and subject to the availability of the Arena Premises. Upon receipt of the annual schedule established by the League pursuant to this subparagraph, the provisions of sub-paragraph (c) of paragraph 7 will apply, and tentative dates not utilized for Homes Games shall be dropped and no longer held for the FOOTBALL TEAM. The CITY has the sole discretion in setting the booking calendar for the Event Center and will reasonably attempt to accommodate

the League schedule of games while retaining the right to give first priority to events that have had a reoccurring and long standing history of booking dates or events at the Event Center.

b. Prior to each August 1 during the term of this Agreement, CITY shall submit to FOOTBALL TEAM a list of up to ten (10) dates fairly spaced throughout the duration of the anticipated upcoming Football Season that are available for FOOTBALL TEAM to reserve for Home Games ("Arena List of Available Dates"). The Arena List of Available Dates shall include at least eighty percent (80%) of the Friday and Saturday night dates during the anticipated Football Season. Prior to each October 31 during the Term of this Agreement, the League shall select dates from the Arena List of Available Dates and submit to CITY a list of such selected League Game Dates for the upcoming Football Season. The CITY shall promptly reserve those Home Game dates for the FOOTBALL TEAM and shall not schedule any other events for those dates. FOOTBALL TEAM shall notify CITY of the possible Playoff Game dates during which the League playoffs may occur promptly after such dates are determined by the League. Within ten (10) days after FOOTBALL TEAM notifies CITY of the possible League Playoff Game dates, CITY shall submit to FOOTBALL TEAM a list of at least three (3) dates that are available for FOOTBALL TEAM to reserve for Playoff Game Dates during that period (the "Arena List of Available Playoff Game Dates"), and no further conflicting events not previously scheduled shall be scheduled by CITY for the dates included on the Arena List of Available Playoff Game Dates until the specific dates of such Playoff Games are

determined by the League or until FOOTBALL TEAM is mathematically eliminated from the postseason. In addition, CITY shall use commercially reasonable efforts to not schedule events in the Arena during the period that the League playoffs customarily occur (approximately mid-July) until after the playoff schedule is determined by the League. If, after FOOTBALL TEAM submits the lists for Home Games and Playoff Games in accordance with the foregoing, the selection of additional or different playing dates is required by the League, the CITY shall use commercially reasonable efforts (but shall not be required to make any payment to any other party) to make such additional or different dates available for the playing of Home Games. Notwithstanding the foregoing, if the format of the League's playoffs changes during the Term, CITY and FOOTBALL TEAM shall negotiate in good faith an increase to the number of additional dates to be included in the Arena List of Available Playoff Game Dates for each League season remaining in the Term.

c. Merchandise, Novelties and Souvenirs. FOOTBALL TEAM shall have the right to sell and to retain all revenues generated from all FOOTBALL TEAM related merchandise, novelties, souvenirs and the souvenir game program at all of its Home Football Games in the Arena. These items shall not be considered Concessions as defined under paragraph 1(g). FOOTBALL TEAM shall be responsible for all expenses, including payroll, worker's compensation, taxes, shipping and other expenses related to the sale of all items contemplated by this section.

d. Subject to the League franchise, the exclusive rights with respect to radio and television, are as follows: (1) to broadcast and disseminate, by radio or television, or other method of transmission or communication of all or any part of professional football games played by the FOOTBALL TEAM during the period covered by the Football Season; (2) to broadcast and disseminate by means of VHS or VHF or any other method of free television, FOOTBALL TEAM Home Games; and (3) to authorize exhibition of any of the professional football Home Games of FOOTBALL TEAM by means of cable, satellite, subscription, pay television or other media. It is agreed with respect to any radio or free, pay cable, or satellite of any Home Game of the FOOTBALL TEAM and of any special radio or television programs originating from the Arena Premises prior to or subsequent to any of such games, that FOOTBALL TEAM shall have the right to authorize commercial sponsorships of such programs. It is further agreed that nothing herein is intended to limit the right of FOOTBALL TEAM to authorize broadcasts or dissemination by radio or television or otherwise of professional football games played away from home by the FOOTBALL TEAM. The CITY shall make available without additional cost to FOOTBALL TEAM, reasonable and adequate space in the Arena for working members of the press or media covering each game and reasonable Arena Premises facilities in the press room adjacent to the locker rooms for media purposes, including interviews of athletes, officials and others. The locker room area will remain open for a maximum of two (2) hours after each game.

The CITY, at its sole cost and expense shall maintain

or cause to be maintained facilities such that all Home Games are capable of being broadcast and distributed by telecast, radio broadcast and over the internet. The CITY shall not assess the FOOTBALL TEAM or the League (or any of their licensees) any television, radio or internet hookup charge except as otherwise provided for in this Agreement. The CITY shall not be responsible for any other costs of broadcast or dissemination.

Nothing in this Agreement shall be deemed to grant CITY any rights to use or exploit the intellectual property or other rights of the FOOTBALL TEAM or the League pertaining to the League or its teams; any such use or exploitation shall be subject to the prior written consent of the League.

f. The right, at no cost to FOOTBALL TEAM, during the period covered by the Home Games, to use and occupy not more than ten (10) parking spaces designated by the CITY for FOOTBALL TEAM's directors, officers, employees and football players. FOOTBALL TEAM shall also submit a list to the CITY, to be approved by the CITY, for additional parking spaces for members of the press, radio, and television. Media parking spaces shall not be charged against the ten (10) spaces provided for the FOOTBALL TEAM.

g. The non-exclusive right to occupy a limited space of the ticket vendor booths, and the right to ingress and egress thereto at all reasonable hours during the Football Season. If the Arena Premises are secured, the FOOTBALL TEAM will abide by all Event Center security procedures.

h. The exclusive right, without additional rental charge, to use the playing surface in the Arena Premises on days of Home Games for the playing of Home Games. Any extraordinary out of pocket expenses incurred by the CITY as result of the use of the field by the FOOTBALL TEAM will be billed by the CITY to the FOOTBALL TEAM at actual cost and will be paid by the FOOTBALL TEAM.

i. The exclusive right to use the playing surface after installation in the Arena Premises on days of Home Games for practice by the FOOTBALL TEAM and visiting teams at no additional charge, and the non-exclusive right on non-Home Games days to use the playing surface for practice when available and as approved by the Event Center Director.. For practices open to the public, the FOOTBALL TEAM will pay the CITY a charge of \$45.00 per hour for Event Center staffing for the time the Arena Premises are open to the public. The FOOTBALL TEAM shall pay a set-up and take-down fee, set at the actual labor cost to the CITY, for each time the playing surface is set up and taken down for practices.

j. The right, without additional charge, to use the Arena Premise's public address system during Home Games; and the right to stage such intermission entertainment or other entertainment and promotions in connection with such Home Games as the FOOTBALL TEAM deems appropriate, at the expense of FOOTBALL TEAM.

k. No advertising shall be sold beyond the term of this User Agreement and all such advertising contracts and advertising copy shall not conflict with the Event Center's

existing advertising and shall be subject to the prior written approval of the Event Center Director. The Bismarck Event Center shall provide marketing services, as described in the attached Addendum 1, which is made a part of this agreement. In exchange, FOOTBALL TEAM will pay an annual fee of \$25,000, to be paid by January 31st of each year of the term. The services contemplated by this section will be provided by experienced marketing personnel who are employees of the Bismarck Event Center.

l. The non-exclusive right to occupy available space in the Arena Premises for locker room facilities for visiting teams.

m. The right to occupy locker rooms in the Arena Premises for Home Games as designated by the CITY. Any improvements by FOOTBALL TEAM to the locker rooms or office space that the FOOTBALL TEAM is allowed to occupy under this Agreement shall be made at FOOTBALL TEAM's expense and only after securing the written permission of the Event Center Director, except as set forth in subparagraph C of paragraph 15 hereof.

5. **Football Team's Covenants.** FOOTBALL TEAM shall use Arena Premises only for the purpose of exhibiting football games as herein defined and related uses. FOOTBALL TEAM covenants and agrees that during the term hereof, it will:

a. Play and cause to be played football games at the Arena Premises under and strict accordance with League rules, with all such games to be exhibited by FOOTBALL TEAM

under any name as may be approved by the League in advance in writing.

b. Maintain its membership in the League or an equivalent league in good standing.

c. Hold and maintain any and all rights and franchises to play League football in the City of Bismarck in accordance with League rules, and do nothing or suffer anything to be done which will cause such right and franchise to be lost or impaired or diminished in any respect or moved from the CITY during the term of this Agreement.

d. Maintain a League football team of the character and standing required by the League rules for the conduct of professional football that will insure the maximum occupancy of the Arena Premises by the public.

e. Except as otherwise specifically provided herein, the FOOTBALL TEAM may not assign or otherwise transfer its rights under this Agreement or any portion hereof without the written consent of the CITY acting by and through its Event Center Director, which consent shall not be unreasonably withheld or denied. Any assignee or transferee approved by the CITY shall: (1) assume the obligations of FOOTBALL TEAM under this Agreement and shall agree to be bound by all of the terms, covenants, and conditions on the part of FOOTBALL TEAM herein contained with like force and effect as though the assignee or transferee had been originally named hereunder; (2) obtain the written approval

of the League. Prior to granting approval of an assignment or transfer, the League shall review the character and financial responsibility of the proposed assignees; and (3) all payments due the CITY from FOOTBALL TEAM as certified by Event Center Director must have been made.

f. Play all of the Home Games in the Arena Premises or at other CITY facilities unless the CITY cannot accommodate the date. FOOTBALL TEAM covenants to use commercially reasonable efforts to assure maximum occupancy during its entire Home Game schedule at the Arena Premises. The FOOTBALL TEAM will not play any of its Football Season schedule in the Bismarck service area other than in the Arena Premises, if the Arena Premises is available for games during such schedule (it is understood that if the Arena Premises is not available, FOOTBALL TEAM may play such games at any location permitted by the League). It is understood that the FOOTBALL TEAM may schedule exhibition games at any location it deems appropriate to promote the FOOTBALL TEAM and thereby increase attendance at Home Games.

6. **Consideration.**

a. FOOTBALL TEAM shall pay the CITY the amount of \$6750.00 as rental for its use and occupancy of the Arena Premises for each home game played under this Agreement as further explained in Addendum 1 to this Agreement. The CITY shall prepare a settlement report for FOOTBALL TEAM on a per game basis within five business days following each Home Game which report shall show the gross and net ticket sales revenue, expenses and rent due to CITY. Any monies due to

FOOTBALL TEAM as indicated by such report shall be rendered to FOOTBALL TEAM within ten business days of the Home Game.

b. FOOTBALL TEAM shall be required to provide, at the time of FOOTBALL TEAM's signing of this Agreement, and by each January 31st for each year of the Term, a rental advance deposit in the amount of \$54,000. If this Agreement is terminated for any reason not the fault of the CITY, the CITY shall be entitled to keep any and all rental advance deposit as liquidated damages for its expenses and opportunity lost under this Agreement. If all terms and conditions of this Agreement are fulfilled by the FOOTBALL TEAM, the CITY may draw the amount owing the CITY after settlement for each game from the rental advance deposit. The rental advance deposit, less any amounts paid to the CITY for use of the Arena Premises or outstanding amounts owed to the CITY, shall be returned to the FOOTBALL TEAM at the end of the Agreement.

c. The CITY shall receive and collect all income from the sales of concessions, alcohol beverage sales and parking lots during all FOOTBALL TEAM'S Home Games at the Arena Premises.

d. FOOTBALL TEAM shall retain all of the income from the Home Game sales of items referred to in paragraph 4(c) as determined by Agreement between the FOOTBALL TEAM and the Event Center Director. FOOTBALL TEAM shall retain all income from the sale of items referred to in paragraph 4(c) that are sold from FOOTBALL TEAM'S offices.

e. All income received from the sale of temporary banner advertising, dasher pads, program advertising, player uniforms advertising, field advertising and temporary signage on approved areas, shall be retained by the FOOTBALL TEAM. The FOOTBALL TEAM shall not sell any advertising that conflicts with existing Event Center advertising commitments and all advertising sold by FOOTBALL TEAM shall first be approved by the Event Center Director or Event Center Marketing and Sales Manager prior to placement in the Arena Premises.

f. All payments to the CITY shall be made to the Bismarck Event Center at 315 S 5th Street, Bismarck, North Dakota, 58504, or at such other place as the CITY has notified FOOTBALL TEAM in writing. Each such payment shall be accompanied by a report detailing the preceding month's game revenue and sources thereof including such information as may reasonably be required by the Event Center Director. If payments are not received by the CITY by the date due as set forth above and there is no rental advance deposit available, FOOTBALL TEAM shall be liable for interest at seven percent (7%) or the prime rate plus two percent (2%), whichever is greater, per year on the amount of the delinquent payment from the due date until paid.

7. **Use and Occupancy by the CITY.**

a. The CITY reserves, and shall have the exclusive right to the use and occupancy of the Arena Premises and to the possession thereof at all times during the term of this Agreement except during the dates that the use and occupancy

is granted to FOOTBALL TEAM, as provided in the preceding paragraphs 4 and 5 of this Agreement. The CITY shall have the right to permit the use and occupancy of the facility on other dates for any purpose or purposes it deems appropriate.

b. Following any use of the Arena Premises by FOOTBALL TEAM or anyone other than FOOTBALL TEAM, it shall be the duty of the CITY to restore the Arena Premises playing surface within a reasonable time to the best possible condition for use by the FOOTBALL TEAM.

c. FOOTBALL TEAM, as soon as possible after preparation of the League schedule, and not later than five (5) days after the League schedule has been approved and adopted, shall notify the CITY in writing of the dates scheduled for the playing of Home Games during the pre-season and regular football seasons. FOOTBALL TEAM shall also promptly notify the CITY in writing of the date of any home Play-Off Games or Championship Games, as soon as possible.

d. FOOTBALL TEAM shall not, during the term of this Agreement, permit any advertising or promotions in the Arena Premises at any time other than on FOOTBALL TEAM Home Game dates.

8. **Operating Costs.** FOOTBALL TEAM shall not be liable for any costs with respect to the operation and maintenance of the Arena Premises, except for damage caused by the FOOTBALL TEAM or its employees or agents.

9. Scoreboard. The CITY agrees to maintain the present scoreboard in the Arena Premises suitable for football, subject to the provisions of that certain agreement between the CITY and the Bismarck Event Center relating to scoreboard advertising and the advertising messages on the display system.

10. Arena and Playing Surface. The FOOTBALL TEAM shall, at its own expense, purchase and maintain the playing surface at the Arena Premises during the term of this Agreement. The CITY shall, at its expense, furnish all labor, material, supplies, and equipment necessary to maintain and clean the Arena Premises and keep it in an orderly condition, including the prompt removal and disposal of all rubbish, trash and garbage in the Arena Premises prior to the next scheduled FOOTBALL TEAM Home Game in the Arena Premises. The FOOTBALL TEAM shall maintain, mark, and equip the playing surface to the satisfaction of the League subject to the terms and conditions of paragraph 7(b).

It is agreed that CITY, shall provide sufficient ushers, ticket sellers, event security, doorguards, and other event personnel for the proper conduct and supervision of all Home Games played by the FOOTBALL TEAM in the Arena Premises for the reasonable protection of players, officials, and those in attendance. The management of the Arena Premises shall at all times be the responsibility of the CITY. If applicable League rules and regulations require that the FOOTBALL TEAM provide paramedics, security and sufficient other personnel for adequate liaison with the Event Center Director, those shall be at the sole cost of the FOOTBALL TEAM. It is further mutually agreed that admission to all FOOTBALL TEAM games played in the Arena

Premises shall be on a basis which is non-discriminatory as to race, color, religion, national origin, gender, age, physical or mental disability of any individual.

11. Entry and Inspection. The CITY reserves, and shall always have the right at all reasonable times to enter the Arena Premises and any FOOTBALL TEAM space for the purpose of viewing and ascertaining the condition of the same, or to protect its interest in the premises or to inspect the operations conducted thereon. In the event that entry or inspection by the CITY discloses that the Arena Premises or other space occupied by the FOOTBALL TEAM are not in a safe or satisfactory condition, the CITY shall have the right to cause FOOTBALL TEAM to correct any unsafe or unsatisfactory condition created by the FOOTBALL TEAM or by the FOOTBALL TEAM'S occupancy of the Arena Premises or other FOOTBALL TEAM space. FOOTBALL TEAM shall be responsible to immediately repair any damage done by FOOTBALL TEAM players, agents or employees to the Arena Premises, offices, storage and locker rooms.

12. Utilities and Services. The CITY shall furnish, without costs to FOOTBALL TEAM, electric power, water and sewer services.

13. Indemnification. FOOTBALL TEAM hereby indemnifies and agrees to hold free and harmless, and to defend the CITY, its commissioners and officers and employees, and each of them, from and against any and all claims, demands, liens, judgments, or otherwise for death of or injury to any person or damage to any property whatsoever that may happen or occur as the result of FOOTBALL TEAM'S use and occupancy, or failure to use and occupy Arena Premises for the purpose herein contemplated, and will pay

and discharge all final judgments that may be rendered in such suit or action, including but not limited to all claims against the CITY from third parties due to injuries as a result of the FOOTBALL TEAM'S use of any CITY property, the Arena Premises or any other space occupied by the FOOTBALL TEAM. Notwithstanding the foregoing terms of this paragraph 13, it is specifically understood and agreed that this indemnity shall not extend to any incident that occurs solely as the result of any negligent act or activity of the CITY or any person acting for the CITY or under its control or direction.

14. **Insurance.**

a. FOOTBALL TEAM agrees to obtain the maintain public liability insurance with an insurance carrier satisfactory to the CITY to protect against loss from liability imposed by law for damages on account of bodily injury, including death, resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of FOOTBALL TEAM or any person acting for FOOTBALL TEAM under FOOTBALL TEAM'S control or direction and also to protect against loss from liability imposed by law for damages to any property of any person acting for FOOTBALL TEAM under FOOTBALL TEAM'S control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement in the amount of not less than one million dollars (\$1,000,000.00) for one person injured in one accident and not less than three million dollars (\$3,000,000.00) for more than one person injured in one accident, and in the amount

of not less than one hundred thousand dollars (\$100,000.00) with respect to any property damage and shall also name the CITY as an additional insured. Proof of such insurance shall be filed with the City and shall be satisfactory in form to the CITY. Said policies shall have a "Non-cancellation-without-notice-to the CITY" clause on thirty (30) days notice and shall provide that copies of all cancellation notices shall be sent to the CITY. If FOOTBALL TEAM does not keep such insurance in full force and effect, the CITY may procure the necessary insurance and pay the premium and the repayment thereof shall be deemed to be in addition to the consideration reserved hereunder and paid on the next day upon which any portion of said consideration becomes due.

Provisions of the paragraph as to maintenance of insurance shall not be construed as limiting FOOTBALL TEAM from obtaining more coverage or limiting in any way the extent to which FOOTBALL TEAM may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible. FOOTBALL TEAM should independently insure for the value of any property left on CITY property including any property stored in the Arena Premises or in offices provided by the CITY as it deems appropriate. The CITY shall not provide coverage for the FOOTBALL TEAM's contents, nor shall it reimburse FOOTBALL TEAM for any loss that might occur.

b. It is understood that the CITY shall either adequately insure against its liability for damages on account of bodily injury, including death, resulting from

ownership, operation, and maintenance of the Arena Premises hereunder by the CITY. In the event the CITY'S said liability shall be covered by a policy of insurance, the CITY shall furnish FOOTBALL TEAM, upon request, with a certificate issued by the insurance carrier to that effect.

15. Maintenance, Repairs, Alternation, and Improvements. The CITY shall be obligated through the term of the Agreement to:

a. Keep the Arena Premises (except the interior of FOOTBALL TEAM'S offices, if provided) and all parking facilities in good order and repair, inside and out, including all equipment, machinery, pipes plumbing, wiring, gas and electric fittings, and all permanent and temporary seats and seating arrangements.

b. Make such renewals and replacements of equipment including seats and seating arrangements, as may be necessary so that at all times the Arena Premises, concession stands, parking facilities, and all equipment incidental thereto shall be in good order, condition, and repair; Provided, however, that the CITY shall not be obligated to keep in good order and repair any improvements, betterments, or additions, or to make any renewals or replacements of any equipment made or installed in the Arena Premises or office space by or at the direction of, FOOTBALL TEAM.

c. FOOTBALL TEAM shall not make any alterations or improvements to the Arena Premises or any other space the FOOTBALL TEAM is allowed to utilize or occupy except in

accordance with plans previously approved in writing by the Event Center Director. Approval shall not be unreasonably withheld or denied by the CITY and improvements must be made in accordance with the provisions of the Ordinances of the CITY. The FOOTBALL TEAM shall defend, indemnify, and hold the CITY harmless from any claims, demands or liens asserted by others on account of any alterations made by FOOTBALL TEAM. It is agreed and understood that the cost of all alternations or improvements made to any space occupied by the FOOTBALL TEAM shall be the responsibility of the FOOTBALL TEAM. FOOTBALL TEAM shall reimburse the CITY for all damage to the Arena Premises or other space occupied by the FOOTBALL TEAM caused by FOOTBALL TEAM'S use and occupancy, except ordinary wear and tear. By entry into the use and occupancy of the Arena Premises and other allowed space, FOOTBALL TEAM accepts the Arena Premises and other allowed space as being in good and sanitary order, condition, and repair. At the end of the term, FOOTBALL TEAM agrees to remove any improvements if installed, if requested to do so by the Event Center Director, at FOOTBALL TEAM'S expense.

16. **Waiver**. The Waiver by the CITY of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of consideration hereunder by the CITY shall not be deemed to be a waiver of any preceding breach by FOOTBALL TEAM of any term, covenant, or condition of this Agreement. Any failure on the part of the CITY to require or exact full and complete compliance with any of the

covenants or conditions of this Agreement shall not be construed as in any manner changing the terms hereof or to stop the CITY from enforcing the full provisions hereof. The terms of this Agreement shall not be changed or altered in any manner whatsoever other than by written agreement of the CITY and FOOTBALL TEAM.

17. **Remedies.** In the event that FOOTBALL TEAM shall default in the performance or fulfillment of any covenant or condition herein contained and shall fail to cure such default within thirty (30) days following the service on it of a written notice from the CITY specifying the default or defaults complained of and the date on which its rights hereunder will be terminated, this Agreement shall be terminated. If the default cannot be cured within thirty (30) days and cure has commenced and is being diligently prosecuted, the CITY may grant the FOOTBALL TEAM additional time to cure. If FOOTBALL TEAM makes a general assignment for the benefit of creditors, the CITY may, at its option, without further notice or demand upon FOOTBALL TEAM, immediately cancel and terminate this Agreement and terminate each, every, and all of the rights of FOOTBALL TEAM and of any and all persons claiming by, through, or under FOOTBALL TEAM in or to the premises in or to the further possession thereof. In addition, the CITY may, by written notice to the FOOTBALL TEAM which shall be effective upon receipt, terminate the whole or any part of this Agreement in the event FOOTBALL TEAM or any of its officers are convicted, plead nolo contendere, enter or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bidrigging, antitrust, fraud, undue influence, theft, racketeering, extortion, gambling or any offense of a similar nature, in connection with FOOTBALL TEAM'S business.

In addition to the foregoing, either party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by the other.

Any election on the part of the CITY to terminate this Agreement must be in writing, properly executed by the CITY, and served upon FOOTBALL TEAM. No termination of this Agreement on account of default by FOOTBALL TEAM shall be or become effective by operation of law or otherwise, unless and until the CITY shall have given such notice to FOOTBALL TEAM. Notice to pay any consideration or portion thereof due and payable or to deliver up possession of the premises given pursuant to the laws of North Dakota or any proceeding in the nature of unlawful detainer taken by the CITY shall not, of itself, and in the absence of such written notice as above provided, operate to terminate this Agreement.

At no time shall the CITY be deemed to be in default under this Agreement unless and until FOOTBALL TEAM shall have given to the CITY notice in writing, specifying such default and the CITY shall have failed to cure the default so specified within such reasonable time specified in the notice as may be necessary by reason of the nature of the default.

18. **Notice and Options.** Any notice provided for by this Agreement or by law to be given, served, or exercised by or upon FOOTBALL TEAM may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to FOOTBALL TEAM at such address as FOOTBALL TEAM shall designate in writing or may be personally served upon said FOOTBALL TEAM, or any person

hereinafter authorized by FOOTBALL TEAM to receive such notice. Any notice or option provided for by this Agreement to be given, served, or exercised by or upon the CITY may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to the Mayor, City and County Building, Box 5503, Bismarck, North Dakota, or may be personally served upon the Event Center Director or any person hereafter authorized by the CITY to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served.

19. **Construction of this Agreement.**

a. This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of North Dakota.

b. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope of intent of this Agreement or the particular paragraphs hereof to which they refer.

c. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral agreement shall have any validity whatsoever.

d. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof, and any breach by the CITY or FOOTBALL TEAM shall be deemed to be of the very substance of this Agreement.

e. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the CITY, and to such successors and assigns of FOOTBALL TEAM as are permitted to succeed the FOOTBALL TEAM'S right upon and subject to the terms hereof.

f. Nothing herein contained shall make, or be construed to make, the CITY or FOOTBALL TEAM a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

g. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

h. Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards as well as business and economic considerations.

i. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as provided for in

Paragraph 24 hereof.

j. Venue. Any and all actions at law or in equity which may be brought by the CITY or by FOOTBALL TEAM shall be brought only in the North Dakota State District Court in the City and County of Bismarck, North Dakota.

20. Delays, Etc. The rights and obligations of the parties to this Agreement shall be subject to delays or cancellations caused by strikes, fire, accident, acts of God, orders of any military, civil, or governmental authority or other cause beyond the control of the parties (provided that strikes of FOOTBALL TEAM'S player-employees shall not be considered a "strike" for the purposes of this sentence), and should such event or events occur from time to time the rights or obligations of the parties affected thereby, if any, shall be continued for a period equal to the period resulting from such delay or suspended or excused pro rata.

21. No Discrimination in Employment. In connection with the performance of work under this contract, FOOTBALL TEAM agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, marital status, or physical or mental disability; and the FOOTBALL TEAM further agrees to insert the foregoing provision in all subcontracts hereunder.

22. Payment of Taxes. FOOTBALL TEAM shall pay and discharge as they become due, promptly and before delinquency, all taxes,

assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charges or imposed or which may become a lien or charge against this Agreement or on the Arena or Arena Premises or any part thereof, or any other improvements now or hereafter thereon.

23. **No Encumbrance of Interest by FOOTBALL TEAM.** FOOTBALL TEAM shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of the CITY.

24. **Rights of the League.**

a. If CITY gives notice to FOOTBALL TEAM alleging FOOTBALL TEAM is in breach or default of any provision of this Agreement, a copy of such notice shall be given simultaneously by overnight delivery to the League at:

Champions Indoor Football
1320 Austin Street
San Angelo, Texas 76903
Attention Commissioner

The League shall have the right to change such address by written notice given to the CITY at its address listed herein.

b. If any at time FOOTBALL TEAM's right of occupancy

and use of the Arena Premises hereunder is terminated for any reason whatsoever , including, for example, by agreement of the parties, as a result of breach by FOOTBALL TEAM or as a result of cessation of operations by or bankruptcy of FOOTBALL TEAM, the League shall have the right, at its election, to succeed to the rights of the FOOTBALL TEAM hereunder for the balance of the then current Football Season or for all or a portion of the remainder of the term of the Agreement as the League shall elect. The League shall have the ability to designate another party that operates an CIF team to succeed to such rights. Any party succeeding to the rights of FOOTBALL TEAM hereunder shall be bound by and entitled to the benefits of all of the terms and conditions of this Agreement for the term as elected by the League.

c. This Section shall prevail over any language in this Agreement that is contrary to the provisions of this section. In the event of any non-compliance by CITY with the provisions of this section, the League shall have the right as a third party beneficiary to enforce this section.

IN WITNESS WHEREOF, this Agreement is executed by the CITY, acting by and through its Event Center Director, and by FOOTBALL TEAM, and both have caused this Agreement to be executed as of the day and year first above written.

BISMARCK EVENT CENTER

Charlie Jeske

DATE



DAKOTA PRO FOOTBALL, LLC
D/B/A BADLANDERS



DATE

ADDENDUM #1- Consideration and Services Provided.

1. FOOTBALL TEAM shall pay the CITY the amount of \$6750.00 as rental for its use and occupancy of the Arena Premises for each home game played in the Arena Premises as per this Agreement. The entire rental advance amount of \$54,000.00 will be paid prior to January 31 of each contract year. In return and in consideration of the payment of the \$6750.00 as rental, the CITY agrees to provide the use of the Arena Premises and all of the following listed services;

- The football field with dasher boards set-up as per League specifications.
- Floor box set up.
- Scoreboard system, including a score clock and twenty five second clocks (Score table operators furnished by the FOOTBALL TEAM).
- Necessary ticket sellers, ticket takers, door-guards, ushers, and building security that meets building specifications.
- Internet Access
- Home and Visitors locker rooms and Referees locker room.
- A public address sound system.
- All monies collected on behalf of the FOOTBALL TEAM

through advance and day of the event sales will be paid at settlement, which shall be within five working days of game. The CITY will deduct and pay the appropriate state and local sales tax, facility fees, credit card charges, ticket cost and game day costs.

2. Ticketing. It is agreed that the FOOTBALL TEAM will abide by the contract between the Bismarck Event Center and E-Tix. At no time shall processed tickets be re-sold without prior permission from E-Tix and the Bismarck Event Center.

In the event of credit card chargeback's the Bismarck Event Center will make reasonable effort to work with the FOOTBALL TEAM and other parties involved. If there is not a final resolution the chargeback amount is subject to deduction by the Bismarck Event Center on the next available settlement.

All orders (complimentary/paid) must be turned in at least twenty-four (24) hours in advance of event. These orders should be in writing and noted "Attention Box Office". This is the standard, however the Bismarck Event Center notes this may not always be possible. In the event orders will be delayed notice should be given to the Bismarck Event Center management.

The FOOTBALL TEAM will be allowed to conduct its autograph session within the Arena Premises following each game. The FOOTBALL TEAM acknowledges that special consideration will need to be given if the field needs to be torn down immediately following the game. (Over-night crew needs to set-up for the next event.)

3. Special Considerations

- a. A \$2.00 facility fee will be placed on all purchased tickets and retained 100%, less sales tax, by the Bismarck Event Center.
- b. A \$2.00 promoter fee will be placed on all purchased tickets and retained 100%, less sales tax, by the FOOTBALL TEAM.
- c. The Bismarck Civic Center will eliminate the facility fee on all promotional tickets where there is no sponsor or financial consideration.
- d. The CITY will give the FOOTBALL TEAM an incentive amount of 10% of the CITY's net receipts from alcohol sales at Home Games during the first two years of this Agreement, a 15% split the third, fourth and fifth year plus any additional option years under this Agreement.
- e. The Bismarck Football Team will have the right to sell advertising on the football field. All advertising and actual dimensions will be determined prior to the beginning of the season and must be approved by the Bismarck Event Center management.
- f. The Bismarck Football Team will have the right to sell advertising on all the dasher pads. All advertising must be approved by Bismarck Event Center Management. The Bismarck Football Team will be responsible prior and immediately following each game to place and remove dasher pads.
- g. The Bismarck Football Team may sell banner advertising per game but must have approval from Bismarck Event Center Management.

- h. The Bismarck Football Team will pay for all floor box/suite improvements with all improvements mutually agreed upon between Bismarck Football Team and Bismarck Event Center. The Event Center will provide a minimum of 120 tall chairs for use in the box suites at Event Center expense. In return, the FOOTBALL TEAM will pay the Event Center rental of \$5 per chair per Home Game, for the duration of the Agreement. The chair rental will be included in the per game settlement statement.
- i. The Bismarck Football Team may bring vehicles onto the football field during game nights but must have prior Bismarck Event Center Management.
- j. In exchange for an annual marketing fee of \$25,000 paid to the Bismarck Event Center by the FOOTBALL TEAM, the Bismarck Event Center marketing staff will provide the following marketing services:
- Sell sponsorship opportunities on the dasher boards, banners and game day items (Team apparel, helmets, turf logo, etc.) for the FOOTBALL TEAM.
 - Sell sponsorships and organize game day operations for the FOOTBALL TEAM.
 - Assist with public relation opportunities for the FOOTBALL TEAM.
 - Help update and maintain the FOOTBALL TEAM website and social sites.
 - Assist in development and implementation of marketing and advertising campaigns for the FOOTBALL TEAM.

- Assist in the design and layout of sales aids and promotional items such as banners and posters and update marketing materials for the FOOTBALL TEAM.



EVENT CENTER

DATE: September 6, 2016
FROM: Charlie Jeske, Director
ITEM: Third Party Alcoholic Beverage Service

REQUEST

Please place on the September 13 Commission agenda the request to award the third party alcoholic beverage service to Capsco Entertainment Inc. in partnership with Bricks n Ivy for services to begin January 1, 2017 through December 31, 2021 with up to an additional two (2) one (1) year extensions.

BACKGROUND INFORMATION

Bids were advertised and opened September 6. The Event Center received two (2) bids and they were as follows:

Capsco Entertainment Inc. in partnership with Bricks n Ivy for 48%
Ramada Bismarck Hotel for 46.5%

The above bids received offer the Bismarck Event Center the following percentage of gross sales, less sales taxes on alcoholic beverages. Thus meaning the higher percentage received the higher return the Bismarck Event Center will receive.

RECOMMENDED CITY COMMISSION ACTION

Award the bid received from Capsco Entertainment Inc. in partnership with Bricks n Ivy.

STAFF CONTACT INFORMATION

I will be present at the City Commission meeting so please contact me at 355-1370 or cjeske@bismarcknd.gov if you have any questions or require additional information prior to the meeting.



**City of Bismarck
Bismarck Event Center**

315 South 5th Street
Bismarck, North Dakota 58504
(701) 355-1370 FAX (701) 222-6599

BID TABULATION SHEET

Project: Third Party Bevreage **Project Manager:** Becky Rath

Place: Bismarck Event Center **Date:** 9/6/2016 **Time:** _____

FIRM

TOTAL BASE BID

Capsco Entertainment Inc. in partnership with Bricks n Ivy		48%
Ramada Bismarck Hotel		46.50%



FINANCE DEPARTMENT

DATE: August 29, 2016
FROM: Sheila Hillman *SH*
ITEM: Introduction of 2017 Budget Ordinance

REQUEST

Consider introduction of the 2017 budget ordinance and call for a public hearing.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Attached is the 2017 budget ordinance for the general fund, special funds, debt service funds and mill levies that reflects the Commission's actions on the budget agenda items of the August 15 special meeting. You will receive the 2017 Proposed Budget book under separate cover. An executive summary of the budget actions and the details of the budget revenue and expenditures for all funds are included in the budget book. Also included are the fees, charges and utility rates and the Capital Improvement Program for 2017.

The Commission may approve changes to the budget ordinance at this meeting and those changes would be reflected in the ordinance presented at the public hearing. The Commission may also approve changes for the fees, charges and utility rates or the Capital Improvement Program although these changes do not impact the budget ordinance.

I will be available at the Commission meeting to answer questions or provide additional information.

RECOMMENDED CITY COMMISSION ACTION

Commission action is to consider introduction of the 2017 budget ordinance and call for a public hearing on September 27, 2016.

STAFF CONTACT INFORMATION

Sheila Hillman: shillman@bismarcknd.gov or 355-1600

Attachment

ORDINANCE NO. 6233

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

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OF THE CITY OF BISMARCK, NORTH DAKOTA FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017 AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2016.

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

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenses of the City of Bismarck, North Dakota for the fiscal year commencing January 1, 2017 and ending December 31, 2017.

	Personal Services	Maintenance & Operations	Capital Outlays	Transfers	Total
Budgeted Funds:					
<u>General Fund</u>					
Administration	594,814	231,167	-	-	825,981
Salary & Benefits Adjustment	732,289	38,134	-	-	770,423
Building Maintenance	280,682	450,291	-	-	730,973
Building Construction	-	-	-	467,000	467,000
Dakota Media Access	-	380,934	-	-	380,934
Contingencies	-	-	-	825,000	825,000
Attorney	507,285	19,655	-	-	526,940
Combined Communications	1,951,728	742,382	-	-	2,694,110
City Emergency Management	89,531	13,778	-	-	103,309
Engineering	2,320,472	123,220	-	-	2,443,692
Finance	2,917,144	629,663	-	-	3,546,807
		485,473			7,766,584
Fire Department	7,281,108	526,473	-	-	7,807,581
Human Resources	463,427	19,333	-	-	482,760
Employee Training	18,140	39,620	-	-	57,760
Municipal Court	414,303	102,568	-	-	516,871
Community Development	1,487,974	148,971	-	-	1,636,945
Metropolitan Planning Org	223,907	597,672	-	-	821,579
Police	11,316,477	1,209,738	32,209	-	12,558,424
Public Health	1,991,899	300,738	-	-	2,292,637

	Personal Services	Maintenance & Operations	Capital Outlays	Transfers	Total
One-time Operations	395,653	1,332,864	1,117,176	147,000	2,992,693
Equipment Reserve		104,900	23,000	9,855	137,755
Nondepartmental	1,058,228	257,276	-	1,710,114	3,025,618
General Fund Total	34,045,061	7,269,377	1,172,385	3,158,969	45,645,792
<u>Special Revenue Funds</u>					
E&H Transit System	-	3,346,433	-	-	3,346,433
Bismarck Public Library	1,820,536	893,445	34,100	62,581	2,810,662
Police Drug Enforcement	9,375	61,767	24,999	-	96,141
Roads & Streets	3,453,739	2,984,641	74,500	139,339	6,652,219
Street Lights & Traffic Signal	704,406	1,402,195	210,000	388,160	2,704,761
Hotel & Motel Tax	-	850,100	-	149,900	1,000,000
Lodging Liquor & Food Tax	-	24,100	-	2,208,378	2,232,478
Sales Tax	-	400	-	19,403,363	19,403,763
Vision Fund	114,914	2,412,843	-	-	2,527,757
Special Deficiency & Assumption	-	259,000	150,000	1,006,794	1,415,794
Gov't Grants & Activities	1,024,254	4,080,402	307,900	35,600	5,448,156
Special Revenue Funds Total	7,127,224	16,315,326	801,499	23,394,115	47,638,164
<u>Debt Service Funds</u>					
Sewermain Bonds	-	7,025,060	-	500,000	7,525,060
Watermain Bonds	-	739,748	-	250,000	989,748
Sidewalk Bonds	-	1,637,450	-	50,000	1,687,450
Street Improvement Bonds	-	21,968,827	-	1,000,000	22,968,827
Debt Service Funds Total	-	31,371,085	-	1,800,000	33,171,085
Total Budgeted Funds	41,172,285	54,955,788	1,973,884	28,353,084	126,455,041

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Bismarck for the year 2016 for the purpose of paying expenses of the City of Bismarck.

EXPENSE	AMOUNT
General Fund	14,747,732
Building Construction	1,518,718
Special Deficiency	703,110
E/H Transit System	1,054,665
Library	1,986,286
TOTAL	20,010,511

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

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

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

LIQ2016-00119
8-2-16 *MSJ*

License AA-00262
Class D

New License Application
 Renewal
 Transfer
 Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

CHECK ONE: Liquor and Beer
 Beer
 Wine (Restaurants)

CHECK ONE: On-Sale Only
 Off-Sale Only
 On and Off Sale

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

NAME OF PARTNERSHIP OR CORPORATION Tonka Group Inc.
DATE OF INCORPORATION August 2016 PHONE [REDACTED]
ADDRESS [REDACTED] CITY, STATE, ZIP Bismarck, ND 58503
IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA?
NAME AND ADDRESS OF REGISTERED AGENT PATRICK Koski
[REDACTED] Bismarck, ND 58503
PHONE [REDACTED]
CERTIFICATE NUMBER _____ PHONE [REDACTED]
NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED The Elbow Room
BUSINESS ADDRESS 115 S. 5th St. CITY, STATE, ZIP Bismarck, ND 58501
MAILING ADDRESS [REDACTED] CITY, STATE, ZIP Bismarck, ND 58503
PRIMARY CONTACT PATRICK Koski PHONE [REDACTED]
EMAIL [REDACTED]

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME PATRICK Koski ADDRESS/CITY/STATE [REDACTED]
DATE OF BIRTH [REDACTED] M/F M RACE W DRIVER'S LICENSE # AND STATE ISSUED [REDACTED] (ND)
OCCUPATION RETAILER TITLE Owner % OWNERSHIP 50%
NAME JASON FRANK ADDRESS/CITY/STATE [REDACTED]
DATE OF BIRTH [REDACTED] M/F M RACE W DRIVER'S LICENSE # AND STATE ISSUED [REDACTED] (ND)
OCCUPATION Builder/Contractor TITLE Owner % OWNERSHIP 50%
NAME _____ ADDRESS/CITY/STATE _____
DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____
OCCUPATION _____ TITLE _____ % OWNERSHIP _____

MANAGER'S NAME Gwendolyn Jones ADDRESS/CITY/STATE [REDACTED] Bismarck ND 58504

DATE OF BIRTH [REDACTED] M/F F RACE W DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION Bar Manager TITLE MANAGER

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS
PATRICK Koski [REDACTED] Bismarck, ND 58503
JASON FRANK [REDACTED] Bismarck, ND 58554

OWNER OF BUILDING OR PREMISES LORAN Galphin

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint or diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? yes If not, explain _____

2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each _____

3. Does the building meet all state and local sanitation and safety requirements? yes

4. a. If a transfer or change in ownership or management, list former owner and manager James Walker - Owner
Denelle Walker - Owner
b. If a transfer or change in ownership, former owner must sign below: Terry Waelhof - Manager
I hereby consent to the requested transfer of this license: Effective December 1st, 2014
[Signature] Denelle Walker Date 7-22-2014

5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? NO If yes, give details _____

6. If a new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? NO If yes, give details _____

7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details NO

8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? NO If yes, give details _____

9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? yes
If yes, give details Business is being sold to new owners

10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? NO If yes, give details _____

11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? NO If yes, give details _____

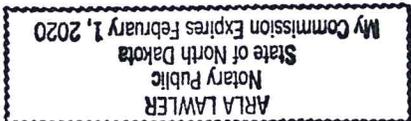
12. Have all property taxes and special assessments currently due been paid? yes If not, explain _____

I hereby agree and consent that authorized officers or representatives of the city may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota relative to searches and seizures without issuance of or use of a search warrant, and agree that I will not claim such immunities, and that such search, inspection and seizure may be made at any time without a warrant.

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

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

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



[Signature]
Signature of Applicant

Subscribed and sworn to before me this 2 day of August 2016
[Signature]
Notary Public

Recommend application be: APPROVED _____ DENIED _____

Reasons for negative recommendation _____

Date: _____

Chief of Police

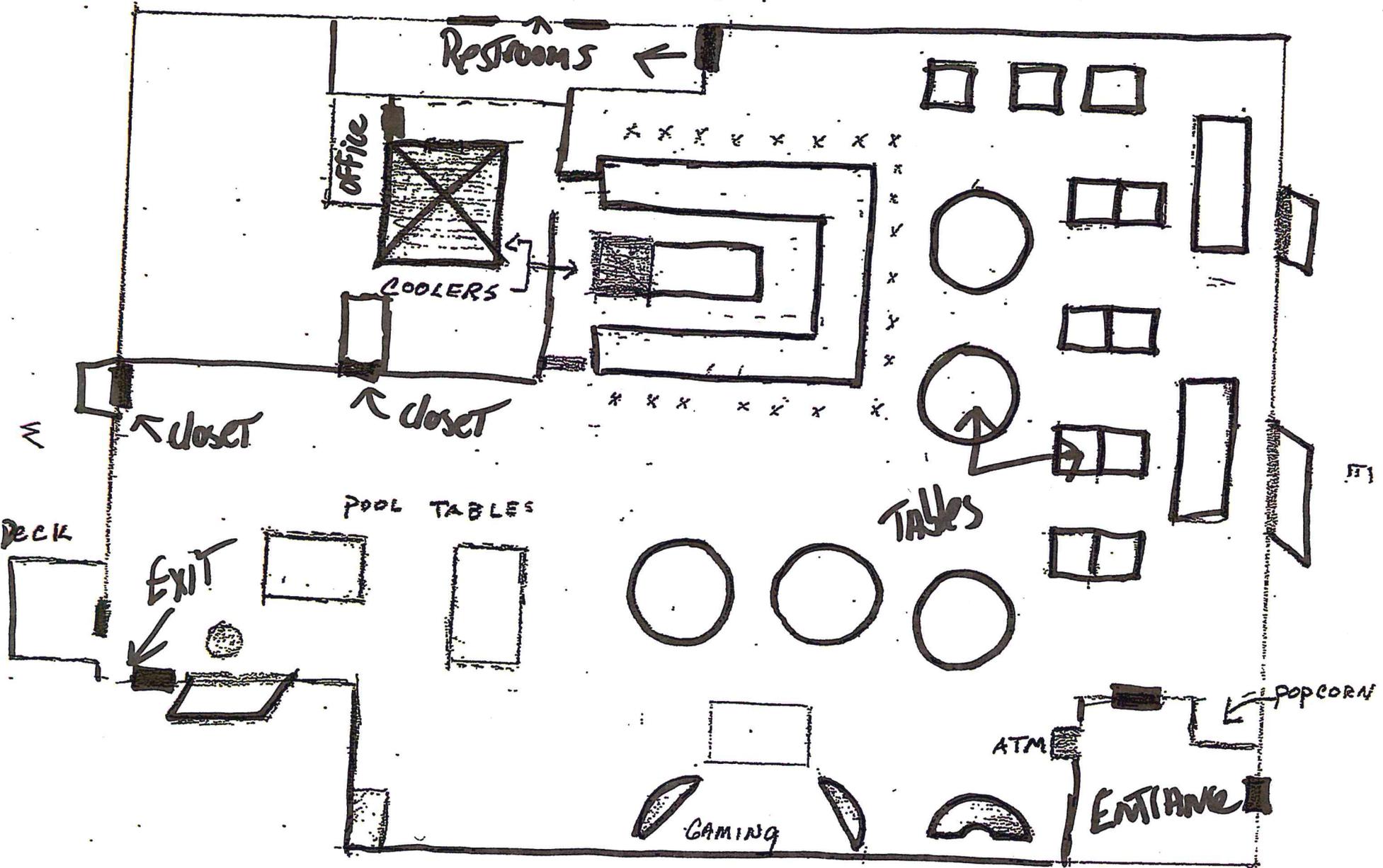
Date: _____

City Administration

ELBOW ROOM



▬ - DOORS
▭ - WINDOWS





License Reviews

City of Bismarck

License Number: **LIQ2016-00119**

Licensee Name: **THE ELBOW ROOM**

Applied: **8/3/2016**

Issued:

Site Address: **115 S 5TH ST**

Expired:

City, State Zip Code: **BISMARCK, ND 58501**

Status: **PENDING**

Applicant: **KOSKI, PATRICK M & SHANNON T**

Parent License:

Owner: **5 MAIN DAKOTA BUILDING PARTNE**

Contractor: **<NONE>**

Details:

TRANSFER OF CLASS D LIQUOR LICENSE TO NEW OWNERS. COMPANY NAME AND LOCATION REMAIN THE SAME.

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ADMIN-POLICE						
8/3/2016	8/4/2016	8/4/2016	COMPLETENESS CHECK POLICE	Tara Axtman	COMPLETE	background complete
Notes:						
8/4/2016	8/4/2016	8/5/2016	LT REVIEW	Gary Malo	COMPLETE	
Notes: Diagram Attached. Owner/Manager Background Clear. Forward to DC. Completed by Sgt. Gaddis for Lt. Malo.						
Review Group: AUTO						
8/3/2016	8/3/2016	8/4/2016	COMPLETENESS CHECK ADMIN	Marla Schroeder	COMPLETE	
Notes:						
8/4/2016	8/4/2016	8/5/2016	CITY ADMIN	Jason Tomanek	APPROVED	
Notes: Based on PD's review and approval, Administration approves as well.						
Please note, on the application submitted, the entity listed is TONK Group, Inc.- the actual name of the entity is TONKA GROUP, Inc., the applicant did not write out the entire company name.						
8/4/2016	8/4/2016	8/5/2016	DC REVIEW	Randy Ziegler	COMPLETE	
Notes: Ok, forward to Chief.						



License Reviews City of Bismarck

8/4/2016	8/8/2016	8/5/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	COMPLETE	
Notes:						
8/4/2016	8/4/2016	8/5/2016	CHIEF REVIEW	Dan Donlin	APPROVED	
Notes:						



Resolution

Resolution in Support of Bismarck's Military and Veteran Caregivers

WHEREAS, the series of wars in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2014 Rand study commissioned by the Elizabeth Dole Foundation; and

WHEREAS, the daily tasks of these military and veterans caregivers can include bathing, feeding, dressing, and caring for the grievous injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement; and

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, the City of Bismarck desires to recognize and support those who are serving in these vital roles in our own community; now, therefore,

BE IT RESOLVED, by the City of Bismarck as follows:

- I. That the City of Bismarck is a military and veteran caregiver supportive city.
- II. That the City of Bismarck supports engaging government, organizations, employers and non-profits in awareness of the unique challenges of military and veteran caregivers and are encouraged to create supportive environments and opportunities for assistance.
- III. That the City of Bismarck encourages all who care for and support veterans and service members to extend that support to their caregivers.

IN WITNESS WHEREOF, I, Mike Seminary, Mayor of the City of Bismarck and this Board of City Commissioners have hereunto set my hand and seal of this City of Bismarck this 13th day of September, 2016.

Mike Seminary, Mayor

August 11, 2016

Keith Hunke, City Administrator
City of Bismarck
221 N. Fifth Street
Fourth Floor
Bismarck, ND 58506

RE: Proposed DCN Franchise Agreement with City of Bismarck

Dear Mr. Hunke:

Enclosed is a final draft of a proposed Franchise Agreement between DCN, LLC and the city of Bismarck. The draft agreement reflects the edits and changes of DCN and the city of Bismarck.

DCN herewith makes application for the franchise to permit DCN to deploy fiber facilities and wireless data equipment within the City of Bismarck right-of-way, and public structures, all as provided in the proposed agreement. DCN will not use its franchise to offer cable television services. Please let me know when this matter will be taken up by the City so that I or another DCN representative can be present to answer questions.

Very truly yours,



Seth Arndorfer

SA
Enclosures

cc (w/enc.): David J. Hogue
Charles Whitman

Seth Arndorfer
CEO

sarndorfer@dakotacarrier.com

4202 Coleman St.
Bismarck, ND 58503

701-323-3030 direct
701-226-2278 cell
701-323-3030 fax

www.DakotaCarrier.com

RESOLUTION APPROVING FRANCHISE

A Resolution granting to DCN, LLC, a North Dakota limited liability company ("DCN"), its successors and assigns, a franchise and right to construct, maintain and operate, within and upon, in and under the streets, alleys, public grounds, poles, street lights, and public structures of the City of Bismarck ("City"), North Dakota, a Broadband Services System.

WHEREAS, pursuant to law, the City has the power to grant a non-exclusive franchise for a term of no more than 20 years; and,

WHEREAS, pursuant to City ordinance, the City may grant a franchise, by resolution, following public hearing; and,

WHEREAS, on the ____ day of September, 2016, a public hearing was held by the Board of City Commissioners; and,

WHEREAS, it is in the public interest that a franchise be granted to DCN, LLC, for the provision of Broadband Services, which includes the deployment of fiber and other telecommunications infrastructure, wireless and small cell technology and equipment.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Bismarck, North Dakota:

Article I. Definitions. As used herein, the following words and terms are defined as follows:

1. "City" means the City of Bismarck, North Dakota.
2. "Franchise" means all of the rights and obligations extended by City to Grantee herein.
3. "Grantee" means DCN, LLC.
4. "Broadband Services" means internet access, voice services, Ethernet transport and other IP based services. It includes all the equipment necessary to facilitate wireless and dedicated telecommunications and data transmission.

Article II. Grant of Authority. There is hereby granted by the City to the Grantee, subject to the conditions contained herein, the right and privilege to occupy and use the streets, alleys, public ways of the City as now or hereafter constituted, necessary or proper for the maintenance and operation in the City of a Broadband Services system consisting of cables, fiber, small cell technology and equipment, and electronics connected therewith for the purpose of constructing, maintaining, and operating, within, upon, and under the same, a Broadband Services system for public and private use.

Article III. Grantee's Obligations. Grantee shall maintain an efficient distribution system for Broadband Services for public and private use at such reasonable rates as may be required by

any federal or state agency having jurisdiction thereof.

Article IV. Non-Exclusive Grant. The right to use and occupy the streets, alleys, public ways, poles, street lights, public structures, and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use to any person at any time during the period of this Franchise. The Grantee shall use its best efforts to, when available, utilize existing poles or conduit in the placement of its cables or other facilities and avoid the disturbance of the right-of-way as much as possible.

Article V. Compliance with Applicable Laws and Ordinances. The Grantee shall at all times during the life of this Franchise, be subject to all lawful exercises of the police power by the City, and to such reasonable regulation as the City shall hereafter by resolution or ordinance provide.

Article VI. Insurance and Indemnification. Grantee shall maintain, at all times during the term of the Franchise, liability insurance, or a self-insurance program in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars insuring Grantee against any and all damages, losses or claims of any nature arising out of Grantee's operations under the Franchise. A copy of the policy, or a statement outlining the coverages and funding level of the Grantee's self-insurance program shall be filed with the City at the time of acceptance of the Franchise. In addition, upon the request of the City, evidence of payment of required premiums, copies of endorsements, and notices of cancellation or non-renewal, or notice of material changes in the self-insurance program or its funding levels, shall be provided to the City, during the term of the Franchise. Grantee agrees to protect and save harmless City from any claims for damages or injuries resulting from Grantee's operations under the Franchise, and to defend and indemnify City against all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees arising therefrom. The City shall be named as an additional insured for all of the Grantee's activities under this Franchise.

Article VII. Reservation of Rights. The City reserves any right it may have, under its police power, or otherwise, to control or regulate the use of the streets, alleys and public grounds by Grantee, and to enact all ordinances necessary and proper in the exercise of that power. This grant is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies. The City also reserves the right, pursuant to state laws and rules and regulations of the Public Service Commission and the City's Home Rule Charter, as such charter may be amended from time to time, and City ordinances as such ordinances may be amended from time to time, to impose, by ordinance, a reasonable franchise tax for revenue purposes applicable to all franchises of like kind. If during the term of this Franchise, the City enacts an ordinance regulating the use of rights-of-way in the City that requires compensation and collects right-of-way fees from all Broadband Services providers on a competitively neutral and nondiscriminatory basis, then Grantee shall, within sixty (60) days after request by City, pay the fees required by such ordinance. However, in the event Grantee deems such fee to be unreasonable, Grantee may release its franchise to City and extinguish all future liability for any such fee. Any provision of such ordinance which may conflict or violate applicable law shall be invalid and unenforceable even if such ruling, interpretation or regulation is enacted subsequent to the execution of the Franchise, it being the intention of both the City and the Grantee to preserve any rights or remedies at law; however, the grant of this Franchise is not a waiver of any rights or obligations under the law. This Franchise does not include the right for Grantee to offer a traditional fee based multi-channel subscription

cable television service, and the City specifically reserves any and all regulatory authority, including the right to charge a franchise or use fee, that may be hereafter legislated.

Article VIII. Conditions on Street Occupancy.

1. All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

2. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, or trees or green areas, the Grantee shall, at its own cost and expense and in a manner approved by the City Engineer, or City Forester, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, or trees or green areas, in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for the duration of this franchise and one year after its expiration.

3. Relocation. In event that at any time during the period of this Franchise the City shall lawfully elect to alter or change the grade of any street, alley or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other Grantee fixtures at its own expense. In the event it shall become necessary for the City to perform street, water, sanitary sewer or storm sewer maintenance or construction at the location of the poles, wires, cables, underground conduits, manholes and other Grantee fixtures of the Grantee, Grantee shall promptly temporarily relocate its installation at its sole expense upon notice from the City to relocate. For purposes of this section, "reasonable notice" means written plans or diagrams that depict which Grantee facilities must be removed or relocated.

4. Placement of Fixtures. The Grantee shall not place any installation where the same will interfere with any other utility installation or with the usual travel on said streets, alleys and public ways. The City shall not permit other franchisees to place utilities or other installation that will interfere with Grantee's facilities or Broadband Services.

5. Temporary removal of wire for Building Moving. The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower any of its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same and the Grantee shall have the authority to require payment in advance. The Grantee shall be given at least forty-eight (48) hours notice to arrange for temporary wire changes.

6. The Grantee shall provide the City with GIS location data with regard to the Grantee's facilities installed pursuant to this franchise on an annual basis. If the information provided is included in the City's GIS that is available to the public, it shall not identify the owner of the facilities.

Article IX. Approval of Transfer. The Grantee shall not transfer or sell any rights under this Franchise to another party without City Commission approval. No transfer of this Franchise or any rights granted under this Franchise shall be effective until the Grantee has applied for and been granted approval of the transfer by the City Commission.

Article X. City Rights in Franchise.

1. City Rules. The City reserves the right to adopt such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by ordinance or otherwise, shall not be in conflict with this Franchise or with the laws of the State of North Dakota or the United States.

2. The Grantee must follow City-established requirements for placement of facilities in the right-of-way, including the specific location of facilities in the right-of-way, and must install facilities in such a manner that minimizes interference with the use of the right-of way by others, including other Broadband Services providers. The Grantee shall comply with all rules regarding utility installations in the City right-of-way as set by the City Engineer. To minimize the disruption of public passage or infrastructure, to prevent or relieve the exhaustion of right-of-way capacity, or to protect environmentally sensitive areas, the City may require, as a condition of issuing any permit for erection of new poles or excavation for the placement of underground cables, that the Grantee provide pole space or empty or oversize conduits for the purpose of accommodating the City or other entities wishing to utilize the right-of-way.

3. The Grantee shall abide by and follow the permitting and approval requirements contained in Chapter 10-04-01 "Excavation Permit Required" of the City's Ordinances, as such may be amended.

4. Upon the end of the term or any extension or prior abandonment by the Grantee, the Grantee shall, at its own expense, remove any of its above ground cable or other above ground infrastructure and restore the City right-of-way to its original condition, if so required by the City.

Article XI. Term and Acceptance.

1. This Franchise and the rights herein granted shall take effect and be in force from and after the final passage and upon written acceptance by the Grantee and shall continue in force and effect for a period of 20 years after the date of acceptance. If acceptance is not filed within thirty (30) days of approval of this Resolution of Franchise by the City Commission, the provisions of this Franchise shall be null and void. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations. The Grantee may request renewal of this Franchise.

2. This Franchise may be renewed for an additional fifteen (15) years if (1) the Grantee has substantially complied with the material terms of this Franchise and with applicable law; and (2) the Grantee remains financially, legally, and technically

qualified. Grantee and City may, after affording the public any required notice and opportunity for comment, renew this Franchise.

Article XII. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the City or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the City shall be addressed as follows:

City of Bismarck Administration
221 N. 5th Street
Fourth Floor
Bismarck, ND 58501
Attention: City Administrator

The notices or responses to the Grantee shall be addressed as follows:

DCN, LLC
4202 Coleman Street
Bismarck, ND 58503
Attention: Chief Executive Officer

The City and the Grantee may designate such other address or addresses from time to time by giving notice to the other

APPROVAL

Approved at the _____, 2016 Bismarck City Commission meeting.

Keith Hunke
City Administrator

Mike Seminary
President and Mayor, Bismarck
City Commission

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

LIQ2016-0015
7-25-16 *WJ*

License _____
Class I-a

- New License Application
- Renewal
- Transfer
- Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

CHECK ONE: Liquor and Beer
 Beer
 Wine (Restaurants)

CHECK ONE: On-Sale Only
 Off-Sale Only
 On and Off Sale

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

NAME OF PARTNERSHIP OR CORPORATION A+B pizza South Inc.
DATE OF INCORPORATION 1-1-07 PHONE 702-3108
ADDRESS _____ CITY, STATE, ZIP _____
IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA? N/A
NAME AND ADDRESS OF REGISTERED AGENT David Barth
mandan, ND 58554
CERTIFICATE NUMBER 0 PHONE _____
NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED A+B Pizza South Inc.
BUSINESS ADDRESS 311 S 7th St CITY, STATE, ZIP Bismarck, ND 58504
MAILING ADDRESS 311 S 7th St CITY, STATE, ZIP Bismarck, ND 58504
PRIMARY CONTACT David Barth PHONE _____
EMAIL _____

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME David Barth ADDRESS/CITY/STATE mandan, ND 58554
DATE OF BIRTH _____ M/F M RACE Cauc DRIVER'S LICENSE # AND STATE ISSUED _____
OCCUPATION Business owner TITLE owner %OWNERSHIP 100
NAME _____ ADDRESS/CITY/STATE _____
DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____
OCCUPATION _____ TITLE _____ %OWNERSHIP _____
NAME _____ ADDRESS/CITY/STATE _____
DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____
OCCUPATION _____ TITLE _____ %OWNERSHIP _____

MANAGER'S NAME David K. Burtin ADDRESS/CITY/STATE Same as above

DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____

OCCUPATION _____ TITLE _____

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS see above

OWNER OF BUILDING OR PREMISES _____

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint or diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? yes If not, explain _____
2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each no
3. Does the building meet all state and local sanitation and safety requirements? yes
4. a. If a transfer or change in ownership or management, list former owner and manager N/A
b. If a transfer or change in ownership, former owner must sign below:
I hereby consent to the requested transfer of this license:
_____ Date _____
5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? no If yes, give details _____
6. If a new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? no If yes, give details _____
7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details no
8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? no If yes, give details _____
9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? no
If yes, give details _____
10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? no If yes, give details _____
11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? no If yes, give details _____
12. Have all property taxes and special assessments currently due been paid? yes If not, explain _____

**APPLICATION FOR "OFF SALE"
SUNDAY ALCOHOL BEVERAGE LICENSE**

Name of Licensee A + B Pizza South Inc.

Class of City of Bismarck retail liquor license currently held (D,E,or N) _____

Location of licensed premises _____

Name of manager or local contact person David K. Bauth

The fee for a Sunday off-sale alcoholic beverage license is 20% of the applicant's annual retail fee. Applications made for the remainder of a partial year are prorated. One fee covers on-sale, off-sale or both. Fee enclosed _____.

I am applying for both a Sunday on and off sale license. YES _____ NO X
If yes, both applications are completed and attached. YES _____ NO X

The normal term for a Sunday alcoholic beverage license is August 1st through July 31st. Applications must be submitted by July 1st of each year. Any application submitted after July 1st of each year shall be for the remainder of the term.

The undersigned also agrees that it will observe all of the rules and regulations of its retail license in the use of this license and that this license permits only the "off sale" of alcoholic beverages.

Dated this 21 day of July, 2013

David K. Bauth
Applicant/Licensee

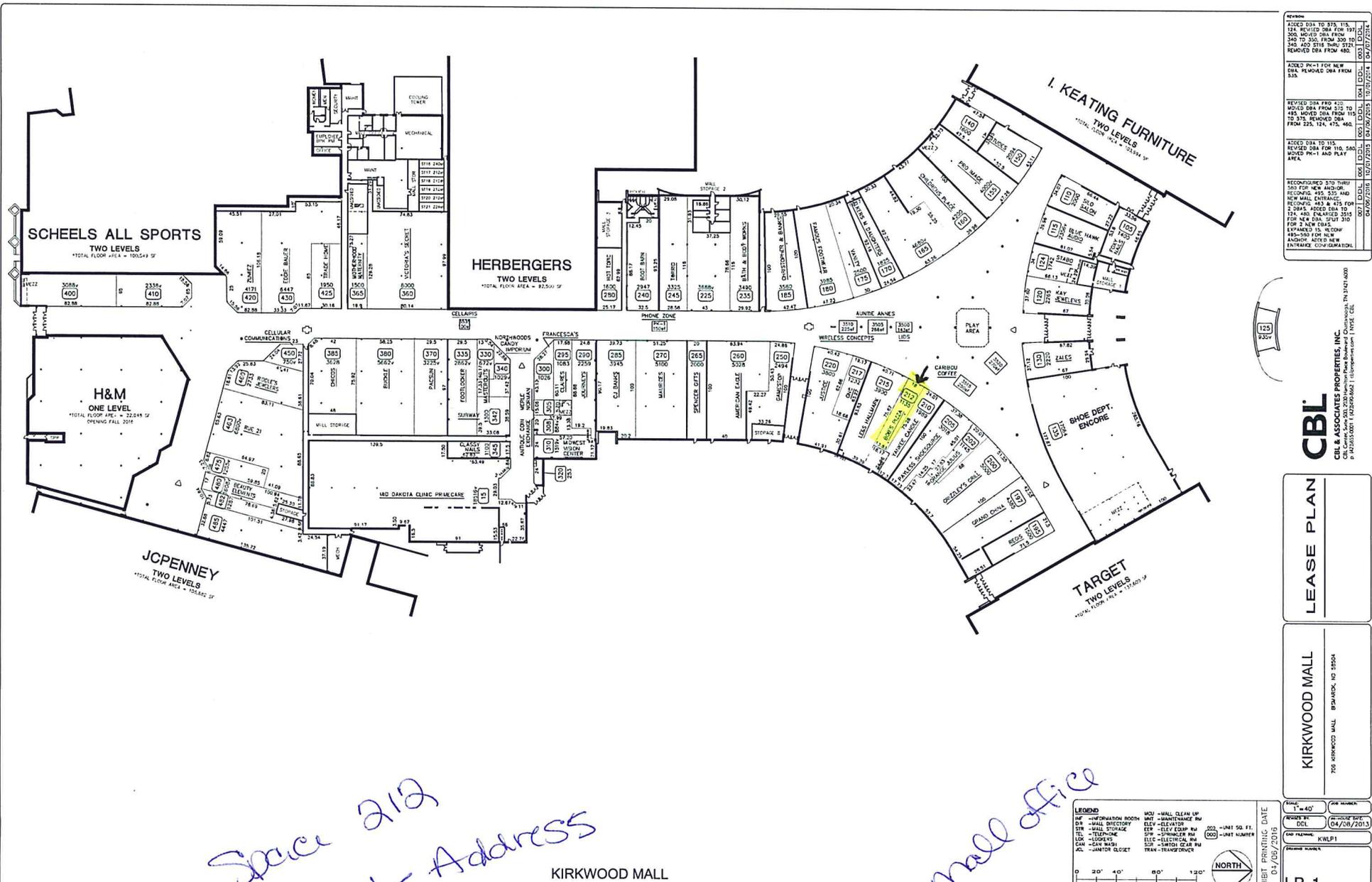


Chief of Police

Date

City Administration

Date



Space 212
Address

Mall office

*Sp 212 - 656 Kirkwood Mall
 BIS, MD*

*706 Kirkwood Mall
 Bismarck, ND 58504*

REVISED: 04/27/2016
 124 - REVISED DBA TO 575, 115, 300, MOVED DBA FROM 340 TO 300, FROM 300 TO 340, ADD 218 FROM 217, REMOVED DBA FROM 485.
 ADDED PK-1 FOR NEW DBA, REMOVED DBA FROM 338.
 REVISED DBA FROM 420 MOVED DBA FROM 375 TO 485, MOVED DBA FROM 115 TO 375, REMOVED DBA FROM 220, 124, 175, 460.
 ADDED DBA TO 115, REVISED DBA FOR 115, 240 MOVED PK-1 AND PLAY AREA.
 RECONFIGURED 370 FROM 360 FOR NEW ANCHOR, RECONFIGURED 460, 330 AND NEW MAIL ENTRANCE, RECONFIGURED 485 & 475 FOR 2 SBA'S, ADDED DBA TO 174, 400, ENLARGED 335 FOR NEW DBA, 115, 310 FOR 2 NEW DBA'S, ENLARGED 124, 120, 485-540 FOR NEW ANCHOR, ADDED NEW ENTRANCE, CO-OP GUARANTEE.
 04/07/2016 10:07:23 AM 05/07/2016 03:07:07 PM 05/07/2016 10:07:23 AM

CBL
 CBL & ASSOCIATES PROPERTIES, INC.
 14100 13th Ave SW, Suite 200, Edmonds, WA 98149
 P: 425.782.0011, F: 425.782.0012, E: info@cblproperties.com

LEASE PLAN

KIRKWOOD MALL
 706 KIRKWOOD MALL, BISMARCK, ND 58504

LEGEND	KEY
IR - INFORMATION ROOM	WC - WALL CLEAN UP
DR - MAIL DIRECTORY	MM - MAINTENANCE RM
SR - MAIL STORAGE	EL - ELEVATOR
TL - TELEPHONE	EC - ELEC EQUIP RM
LS - LOCKERS	SP - SPINNIER RM
CL - CAN WASH	SR - SWITCH ROOM
AC - AIR CONDITIONER	TR - TRANSFORMER

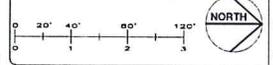
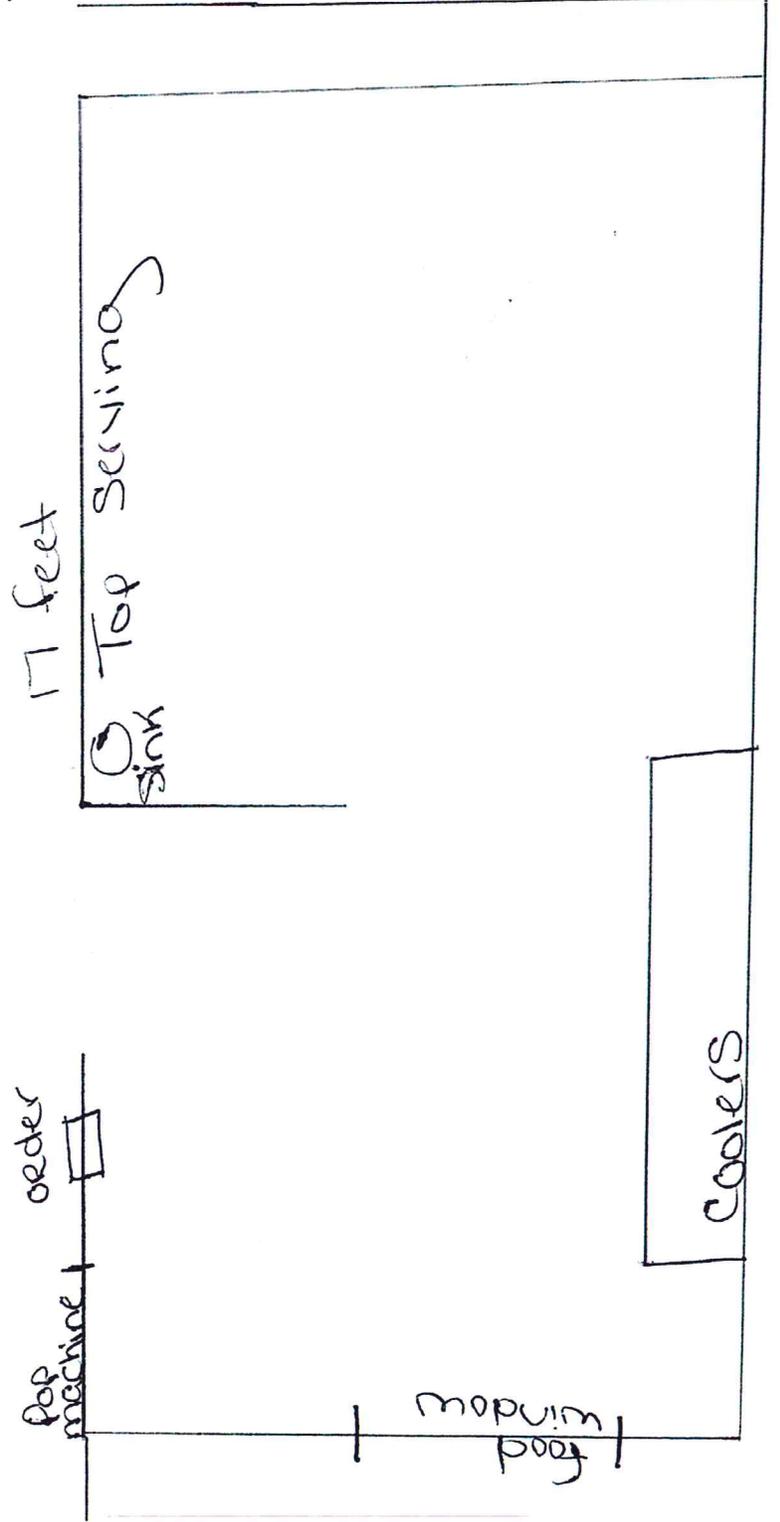
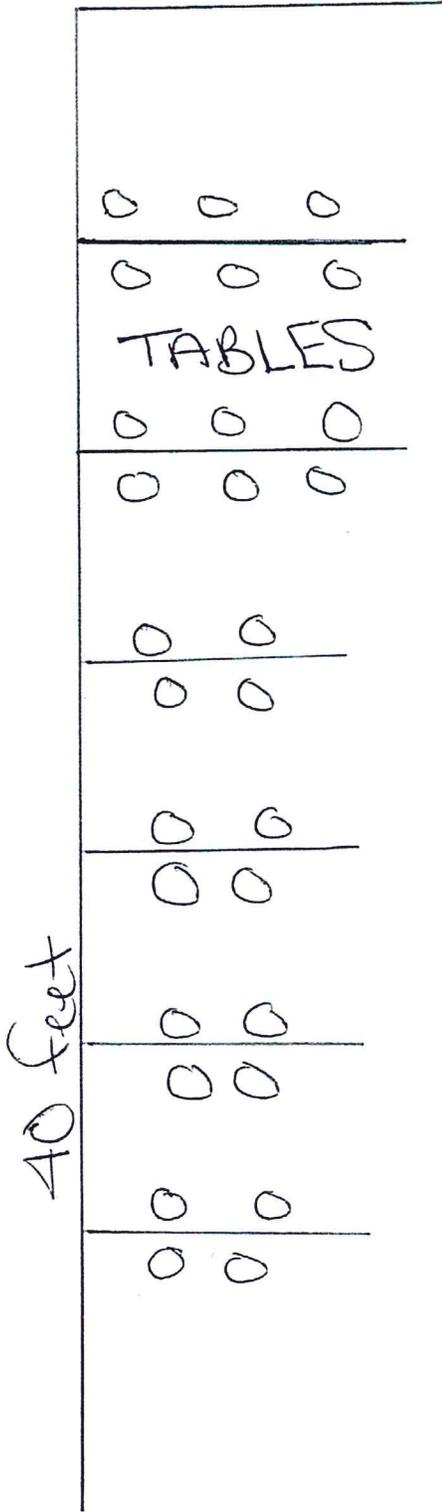
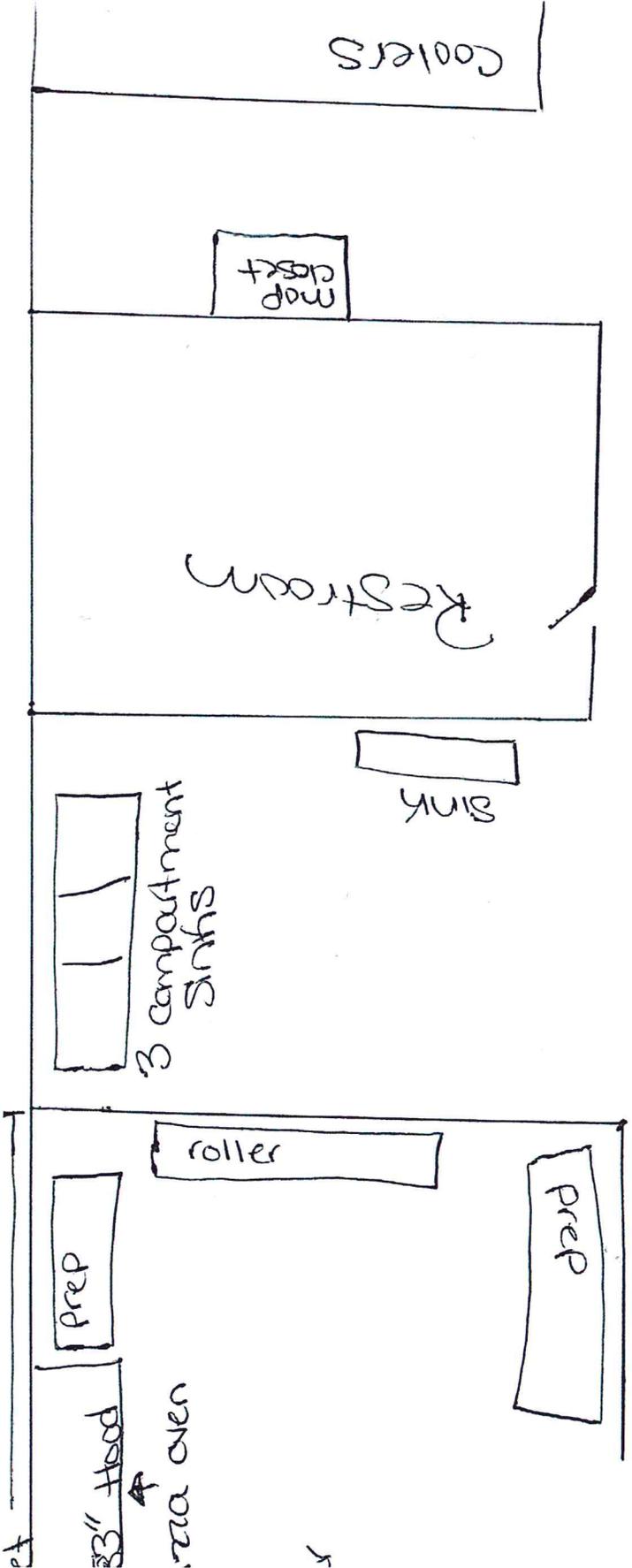


EXHIBIT PRINTING DATE: 04/08/2016
 Scale: 1" = 40'
 PREPARED BY: DCL
 CHECKED BY: DCL
 DATE: 04/08/2013
 CAD DRAWING: KWP/1
 DRAWING NUMBER: LP 1

THIS PLAN SHALL NOT BE DEEMED TO BE A WARRANTY, REPRESENTATION OR AGREEMENT ON THE PART OF THE LEASOR THAT THE SHOPPING CENTER WILL BE OR WILL CONFORM TO ANY SPECIFIC STANDARDS OR REGULATIONS OR THAT THE SHOPPING CENTER WILL BE OR WILL CONFORM TO ANY SPECIFIC STANDARDS OR REGULATIONS. THE LEASOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE LEASOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE LEASOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

ENTRY







License Reviews

City of Bismarck

License Number: **LIQ2016-00115**

Licensee Name: **A & B PIZZA SOUTH**

Applied: **7/25/2016**

Issued:

Site Address: **600 S 5TH ST**

Expired:

City, State Zip Code: **BISMARCK, ND 58504**

Status: **PENDING**

Applicant: **BARTH, DAVID K**

Parent License:

Owner: **KIRKWOOD MALL ACQUISITION LLC**

Contractor: **<NONE>**

Details:

NEW APPLICATION FOR CLASS I-2 LIQUOR LICENSE

SPOKE TO DAVE BARTH ABOUT PROVIDING A SPECIFIC SITE MAP OF THE LOCATION SHOWING WHERE LIQUOR WILL BE STORED AND SERVED. HE WILL PREPARE IT AND BRING TO ADMIN TUES, JULY 26, 2016. WILL FORWARD TO BISMARCK PD UPON RECEIPT.

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ADMIN-POLICE						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK POLICE	Tara Axtman	COMPLETE	background complete
Notes:						
7/25/2016	7/25/2016	7/26/2016	LT REVIEW	Gary Malo	COMPLETE	
Notes: Diagram attached. Owner/manager has clear record. Forward to DC.						
Review Group: AUTO						
7/25/2016	7/26/2016	7/26/2016	DC REVIEW	Randy Ziegler	COMPLETE	
Notes: Ok, forward to Chief.						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK ADMIN	Marla Schroeder	COMPLETE	
Notes:						
7/26/2016	8/1/2016	7/27/2016	CHIEF REVIEW	Dan Donlin	APPROVED	
Notes:						
8/1/2016	8/1/2016	8/2/2016	CITY ADMIN	Jason Tomanek	APPROVED	
Notes: Based on PD's review and approval, Administration approves.						



License Reviews City of Bismarck

8/1/2016	8/8/2016	8/2/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	COMPLETE	
Notes:						

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

L102016-00117
7-25-16 *HL*

License _____
Class F-1

- New License Application
 Renewal
 Transfer
 Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

CHECK ONE: Liquor and Beer
 Beer
 Wine (Restaurants)

CHECK ONE: On-Sale Only
 Off-Sale Only
 On and Off Sale

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

NAME OF PARTNERSHIP OR CORPORATION BWR-Bismarck, Inc.
DATE OF INCORPORATION Feb 19, 2016 PHONE [REDACTED]
ADDRESS [REDACTED] CITY, STATE, ZIP Minot, ND 58701
IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA? _____
NAME AND ADDRESS OF REGISTERED AGENT Allan F Hauck
[REDACTED] Minot, ND 58701
CERTIFICATE NUMBER 40-633-800 Certificate of Incorporation ND PHONE _____
NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED Buffalo Wings & Rings
BUSINESS ADDRESS 4424 North 15th Street CITY, STATE, ZIP Bismarck, ND 58503
MAILING ADDRESS [REDACTED] CITY, STATE, ZIP Minot, ND 58701
PRIMARY CONTACT Al Hauck PHONE [REDACTED]
EMAIL [REDACTED]

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME Allan F Hauck ADDRESS/CITY/STATE [REDACTED], Minot, ND 58701
DATE OF BIRTH [REDACTED] M/F M RACE C DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]
OCCUPATION Self-Employed TITLE President %OWNERSHIP 50%
NAME Mary K Hauck ADDRESS/CITY/STATE [REDACTED] ND 58701
DATE OF BIRTH [REDACTED] M/F F RACE C DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]
OCCUPATION Self-Employed TITLE Secretary/Treasurer %OWNERSHIP 50%
NAME _____ ADDRESS/CITY/STATE _____
DATE OF BIRTH _____ M/F _____ RACE _____ DRIVER'S LICENSE # AND STATE ISSUED _____
OCCUPATION _____ TITLE _____ %OWNERSHIP _____

MANAGER'S NAME _____ ADDRESS/CITY/STATE _____

DATE OF BIRTH _____ M/F ___ RACE ___ DRIVER'S LICENSE # AND STATE ISSUED _____

OCCUPATION _____ TITLE _____

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS _____

OWNER OF BUILDING OR PREMISES A&M Hauck Investments, LLC

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint or diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? yes If not, explain _____

2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each no

3. Does the building meet all state and local sanitation and safety requirements? yes

4. a. If a transfer or change in ownership or management, list former owner and manager _____

b. If a transfer or change in ownership, former owner must sign below:
I hereby consent to the requested transfer of this license:
_____ Date _____

5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? yes If yes, give details 2014 - 3 days, sale to minor, server misread DL Birthdate
A&M Hauck, Inc. - Buffalo Wings & Rings, Minot, ND

6. If a new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? yes If yes, give details A&M Hauck, Inc, Buffalo Wings & Rings, Minot, ND

7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details no

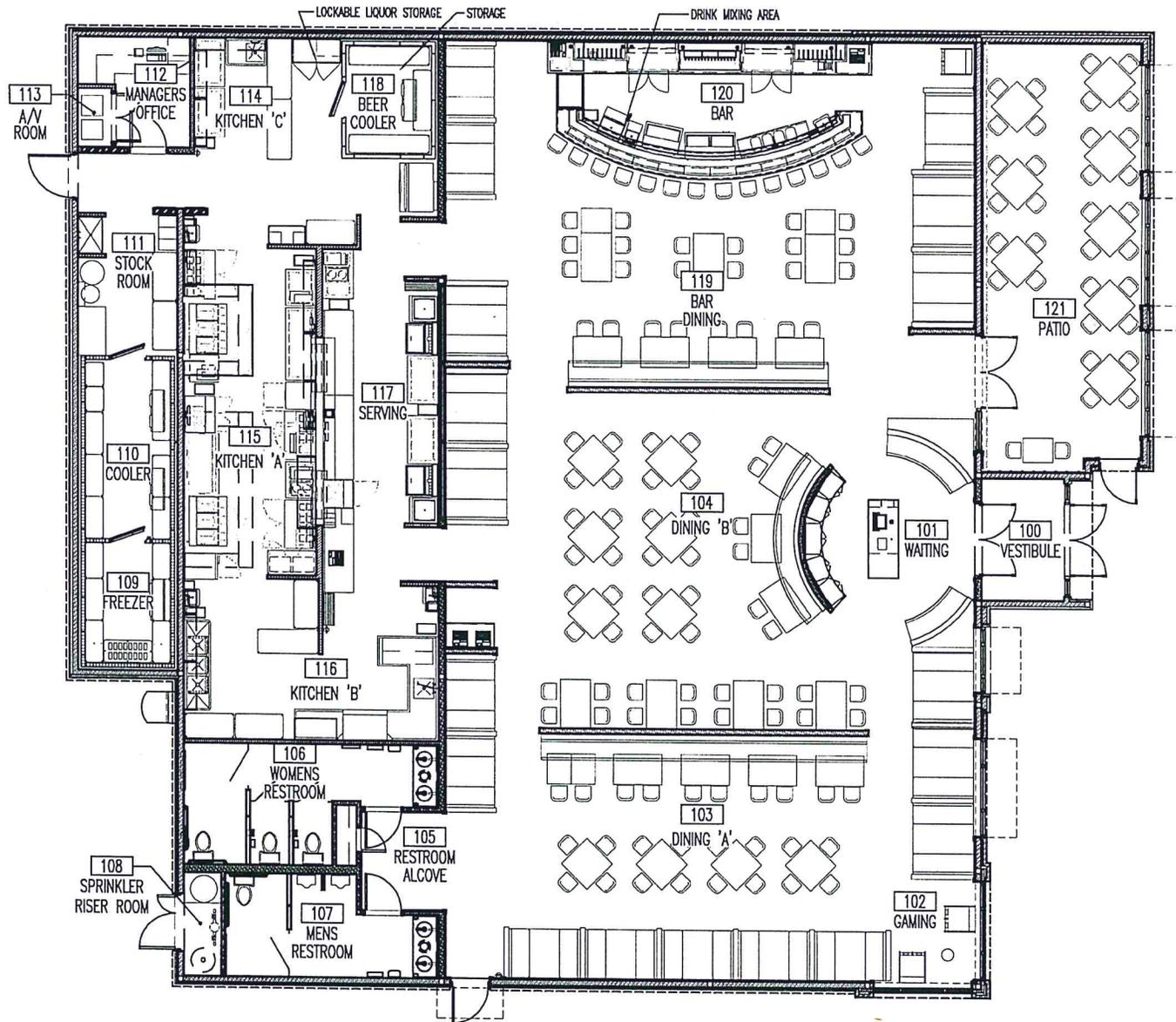
8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? no If yes, give details _____

9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? no
If yes, give details _____

10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? yes If yes, give details A&M Hauck, Inc. Buffalo Wings & Rings, Minot, ND

11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? yes If yes, give details Food and Beverage

12. Have all property taxes and special assessments currently due been paid? yes If not, explain _____



Intertech Design Services, Inc.

Architecture and Engineering

9675 Montgomery Rd. Cincinnati, Ohio 45242
 Telephone: (513) 791-5588 Fax: (513) 792-7922
 Web: www.intertechdesign.net



BISMARCK
4424 N. 15TH STREET
BISMARCK, ND 58503

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Date
07/15/16
Job No.
15-0505

Drawn
LJD
Checked
JKR

Sheet Number
PLAN

LEASE AGREEMENT

This lease agreement is entered into between A&M Hauck Investments, LLC, referred to as "lessors," and BWR-Bismarck, Inc., referred to as "lessee."

SECTION ONE

DESCRIPTION OF PREMISES

Lessors lease to lessee the premises described as 4424 N 15th Street, Bismarck, ND.

SECTION TWO

TERM

The term of this lease agreement is twenty (20) years, beginning on 12/1/2016, and terminating on 11/30/2036, 11:59 PM.

SECTION THREE

RENT

A. The total rent under this lease agreement is [REDACTED] per year.

B. Lessee shall pay lessors the above-specified amount in installments of [REDACTED] each week, beginning on 12/1/2016, with succeeding payments due on each Tuesday of each subsequent week during the term of the lease agreement.

SECTION FOUR

USE OF PREMISES

The demised premises are to be used for the purposes of operating a restaurant. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of lessors, or lessors' authorized agent.

SECTION FIVE

RESTRICTIONS ON USE

A. Lessee shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

SECTION SIX

WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

SECTION SEVEN

DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of lessors to deliver possession to lessee on the date set forth in Section Two. Lessors shall not be liable to lessee for any loss or damage suffered by reason of such a delay; provided, however, that lessors does deliver possession no later than December 1, 2016. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

SECTION EIGHT

UTILITIES

Lessee shall arrange and pay for all utilities furnished to the demised premises for the term of this lease agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service.

SECTION NINE

REPAIRS AND MAINTENANCE

Lessee shall maintain the demised premises and keep them in good repair at its expense.

SECTION TEN

DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

A. Lessors represents that the demised premises are in fit condition for use by lessee. Acceptance of the demised premises by lessee shall be construed as recognition that the demised premises are in a good state of repair and in sanitary condition.

B. Lessee shall surrender the demised premises at the end of the lease term, or any renewal of such term, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, lessee shall remove all business signs placed on the demised premises by lessee and restore the portion of the demised premises on which they were placed in the same condition as when received.

SECTION ELEVEN

PARTIAL DESTRUCTION OF PREMISES

A. Partial destruction of the demised premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the demised premises are partially destroyed during the term of this lease agreement, lessors shall repair them when such repairs can be made in conformity with governmental laws and regulations, within a reasonable period of time. Written notice of the intention of lessors to repair shall be given to lessee within ten business days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the demised premises by lessee. If the repairs cannot be made within a reasonable time, either party shall have the option to terminate this lease agreement.

B. Disputes between lessors and lessee relating to provisions of this section shall be arbitrated. The parties shall each select an arbitrator, and the two arbitrators selected shall together select a third arbitrator. The three arbitrators shall determine the dispute, and their decisions shall be binding on the parties. The parties shall divide the costs of arbitration equally between them.

SECTION TWELVE

ENTRY ON PREMISES BY LESSORS

Lessors reserves the right to enter on the demised premises at reasonable times to inspect them and lessee shall permit lessors to do so.

SECTION THIRTEEN

SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE

Lessee shall not construct nor place signs, awnings, marquees, nor other structures projecting from the exterior of the demised premises without the prior, express, and written consent of lessors.

SECTION FOURTEEN

BUSINESS SALE SIGNS

Lessee shall not conduct "Going out of Business," "Lost Our Lease," "Bankruptcy," or other sales of that nature on the demised premises without the written consent of lessors.

SECTION FIFTEEN

NONLIABILITY OF LESSORS FOR DAMAGES

Lessors shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by lessee. Lessee shall indemnify lessors from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION SIXTEEN

LIABILITY INSURANCE

A. Lessee shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by lessors. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the demised premises, in a minimum amount of \$1,000,000 for each person injured, \$1,000,000 for any one accident, and replacement cost for property damage. The insurance policies shall provide coverage for contingent liability of lessors on any claims or losses. The insurance policies shall be delivered to lessors for safekeeping. Lessee shall obtain a written obligation from the insurers to notify lessors in writing at least thirty calendar days prior to cancellation or refusal to renew any policy.

B. If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, lessors may procure the necessary insurance and pay the premium for it, and the premium shall be repaid to lessors as an additional rent installment for the month following the date on which the premiums were paid by lessors.

SECTION SEVENTEEN

ASSIGNMENT, SUBLEASE, OR LICENSE

A. Lessee shall not assign or sublease the demised premises, or any right or privilege connected with the demised premises, or allow any other person except agents and employees of lessee to occupy the demised premises or any part of the demised premises without first obtaining the written consent of lessors. A consent by lessors shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

B. An unauthorized assignment, sublease, or license to occupy by lessee shall be void and shall terminate this lease agreement at the option of lessors.

C. The interest of lessee in this lease agreement is not assignable by operation of law without the written consent of lessors.

SECTION EIGHTEEN

REMEDIES OF LESSORS FOR BREACH BY LESSEE

Lessors shall have the following remedies in addition to their other rights and remedies in the event lessee breaches this lease agreement and fails to timely cure such default:

In the event of a breach of this lease other than the obligation to pay rent the lessors may cure such breach themselves and impose the cost thereof as additional rent, amortizable over the then balance of the lease term including a reasonable interest component. Alternatively, lessors may treat the breach as being the equivalent of a breach relating to the payment of rent.

In the event of a breach of this lease relating to the payment of rent, lessors may retake possession of the property and relet it, without such action relieving lessee of its obligation under this lease. In the event of such repossession and reletting the lessee shall be obligated to the lessors for (1) the amounts then presently owing under the lease, whether liquidated

or non-liquidated, and (2) all future payments of rent due under the lease, discounted to a net present worth value by means of a calculation thereof which employs a then reasonable rate of interest, less the net present worth value of the rent payments due under the reletting, calculated at the same rate of interest. Alternatively, lessors may retake possession of the property with or without reletting it, and may treat this lease as entirely terminated, except for the obligation on the part of the lessee to pay to lessors all amounts then presently owing under the lease, whether liquidated or non-liquidated.

Before availing themselves of the rights exercisable by them under this section, lessors shall provide lessee with five business days written notice of the claimed breach of the lease upon which the lessors intend to act, and lessee shall have five business days after their receipt of such notice to cure the breach.

SECTION NINETEEN

CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the demised premises, but leaving the remaining premises reasonably usable by lessee for the purposes of its business, will not terminate this lease agreement. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate this lease agreement as to the portion of the demised premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the demised premises has been reduced for the business purposes of lessee. Lessee assigns and transfers to lessors any claim it may have to compensation for damages as a result of any condemnation.

SECTION TWENTY

WAIVERS

Waiver by lessors of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

In witness, each party to this lease agreement has caused it to be executed at Minot, North Dakota, on the dates indicated below.



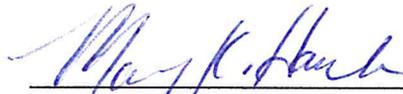
Allan F. Hauck, President
BWR-Bismarck, Inc.

Dated: 6/24/16



Allan F. Hauck, President
A&M Hauck Investments, LLC

Dated: 6/24/16



Mary K. Hauck, Secretary & Treasurer
A&M Hauck Investments, LLC

Dated: 6-24-2016



License Reviews

City of Bismarck

License Number: **LIQ2016-00117**

Licensee Name: **BUFFALO WINGS & RINGS**

Applied: **7/25/2016**

Issued:

Site Address: **4424 N 15TH ST**

Expired:

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

Status: **PENDING**

Applicant: **HAUCK, ALLAN F**

Parent License:

Owner: **A & M HAUCK INVESTMENTS LLC**

Contractor: **<NONE>**

Details:

NEW CLASS F-1 LIQUOR LICENSE APP

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ADMIN-POLICE						
7/25/2016	7/26/2016	7/26/2016	COMPLETENESS CHECK POLICE	Tara Axtman	COMPLETE	background complete
Notes:						
7/26/2016	7/26/2016	7/27/2016	LT REVIEW	Gary Malo	COMPLETE	
Notes: Diagram attached. Owners have clear records. No manager listed as the building is being built and won't be open for business until 2017. Once a manager is identified a criminal history will be ran. Forward to DC.						
Review Group: AUTO						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK ADMIN	Marla Schroeder	COMPLETE	
Notes:						
7/26/2016	7/26/2016	7/27/2016	DC REVIEW	Randy Ziegler	COMPLETE	
Notes: No manager listed as the building is being built and won't be open for business until 2017. Once a manager is identified a criminal history will be ran. Forward to Chief.						
7/26/2016	8/1/2016	7/27/2016	CHIEF REVIEW	Dan Donlin	APPROVED W/CONDITIONS	
Notes: Cannot completely approve until manager is identified and a background check is completed.						
Dan						



License Reviews City of Bismarck

8/1/2016	8/1/2016	8/2/2016	CITY ADMIN	Jason Tomanek	APPROVED	
Notes: Based on PD's review and approval, Administration approves.						
8/1/2016	8/8/2016	8/2/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	COMPLETE	
Notes:						

CITY OF BISMARCK
APPLICATION FOR RETAIL
ALCOHOLIC BEVERAGE LICENSE
(PARTNERSHIP OR CORPORATION)

LIQ2016-00116
7-25-16 *MJD*

License _____
Class F1

- New License Application
 Renewal
 Transfer
 Relocation

NOTE: This application must be made under oath and be accompanied by required fees.

CHECK ONE: Liquor and Beer
 Beer
 Wine (Restaurants)

CHECK ONE: On-Sale Only
 Off-Sale Only
 On and Off Sale

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

NAME OF PARTNERSHIP OR CORPORATION Kelly Midwest Ventures Limited Partnership

DATE OF INCORPORATION March 2008 PHONE 701-223-8001

ADDRESS 1800 N 12th St CITY, STATE, ZIP Bismarck, ND 58501-1979

IF OUT OF STATE CORPORATION, IS CORPORATION REGISTERED IN NORTH DAKOTA? _____

NAME AND ADDRESS OF REGISTERED AGENT Diane Rieger [REDACTED]
Bismarck, ND 58504

CERTIFICATE NUMBER _____ PHONE [REDACTED]

NAME OF BUSINESS FOR WHICH LICENSE IS REQUESTED Kelly Midwest Ventures Limited Partnership

BUSINESS ADDRESS 1800 N 12th St CITY, STATE, ZIP Bismarck, ND 58501-1979

MAILING ADDRESS 3205 W Sencore Dr CITY, STATE, ZIP Sioux Falls, SD 57107

PRIMARY CONTACT Misty Nelson PHONE 605-965-1440

EMAIL [REDACTED]

LIST ALL OFFICERS OR DIRECTOR OF CORPORATION OR PARTNERS, AND % OF OWNERSHIP (Attach separate sheet, if necessary)

NAME Brenda Schmidt ADDRESS/CITY/STATE [REDACTED] Sioux Falls, SD 57108

DATE OF BIRTH [REDACTED] M/F F RACE Caucasian DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION President / CEO TITLE President % OWNERSHIP 1.33%

NAME Robert Thimmon ADDRESS/CITY/STATE [REDACTED] Sioux Falls, SD 57108

DATE OF BIRTH [REDACTED] M/F M RACE Caucasian DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION CEO TITLE Treasurer % OWNERSHIP 0.97%

NAME Thomas Morris ADDRESS/CITY/STATE [REDACTED] Dell Rapids, SD 57021

DATE OF BIRTH [REDACTED] M/F M RACE Caucasian DRIVER'S LICENSE # AND STATE ISSUED [REDACTED]

OCCUPATION Director of Development TITLE Secretary % OWNERSHIP .08%

MANAGER'S NAME Diane Rieger ADDRESS/CITY/STATE [redacted] Bismarck, ND 58505

DATE OF BIRTH [redacted] M/F F RACE Caucasian DRIVER'S LICENSE # AND STATE ISSUED [redacted]

OCCUPATION General Manager TITLE _____

LIST NAMES/ADDRESS/PERCENTAGE OF OWNERSHIP OF ANY PERSON OWNING AN INTEREST IN THE BUSINESS See attached

OWNER OF BUILDING OR PREMISES Kelly Midwest Ventures Limited Partnership

NOTE: If owner is other than applicant, attach a copy of lease or rental agreement. Also, all applicants must attach a copy of a blueprint or diagram on a separate sheet 11" x 8 1/2" in size, showing premises to be licensed. Show all exits, bars, dining areas, (if any) beverage coolers and beverage storage areas. Indicate which are solid walls, half walls, dividers, and movable partitions. Outline in different color ink, the area to be used for the sale and/or service of alcoholic beverages if entire building is not so used. Include the direction "North" on the diagram.

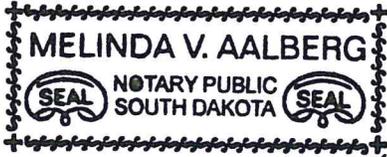
1. Are manager and all partners legal residents of the United States and the State of North Dakota, and are all officers or directors legal residents of the United States? yes If not, explain _____
2. Have any of the persons listed above been convicted of any crime within the past five years? If yes, list all convictions, dates, location and disposition or sentence of each no
3. Does the building meet all state and local sanitation and safety requirements? yes
4. a. If a transfer or change in ownership or management, list former owner and manager _____
b. If a transfer or change in ownership, former owner must sign below:
I hereby consent to the requested transfer of this license: _____ Date _____
5. Has applicant, or any of the persons listed above, within the past five years had any license to engage in the sale of alcoholic beverages revoked or suspended? no If yes, give details _____
6. If a new application, has applicant or any of the persons listed above, engaged in the sale or transportation of alcoholic beverages previously? yes If yes, give details Thomas Morris & Brenda Schmidt are listed as officers and owners on other Liquor Licenses. Please see listing attached
7. Has applicant, or any of the persons listed above, within the past five years, had an application for any federal, state or local license of any type rejected or denied? If yes, give details no
8. Is there any agreement or understanding, or proposed agreement or understanding to obtain the license for another, or to operate the business for another, or as an agent for another? no If yes, give details _____
9. Has the business been sold or leased, or is there any intention to sell or lease, the business to another? no If yes, give details _____
10. Has the applicant, or any of the persons listed above, any interest in whatsoever, directly or indirectly, any other licensed liquor establishment within or without the State of North Dakota? yes If yes, give details Please see attached
11. Will the applicant, or any of the persons listed above, be engaged in any other business other than the sale of liquor under the license applied for? yes If yes, give details we own Hobb
12. Have all property taxes and special assessments currently due been paid? yes If not, explain _____

I hereby agree and consent that authorized officers or representatives of the city may enter the premises licensed at any time to inspect the same and records of the business, and hereby waive any and all rights under the Constitution of the United States or State of North Dakota relative to searches and seizures without issuance of or use of a search warrant, and agree that I will not claim such immunities, and that such search, inspection and seizure may be made at any time without a warrant.

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

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

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



My commission expires 5/2/2021

[Handwritten Signature]

Signature of Applicant

Subscribed and sworn to before me this 22 day of July, 2016

[Handwritten Signature]

Notary Public

Recommend application be: APPROVED _____ DENIED _____

Reasons for negative recommendation _____

Date: _____

Chief of Police

Date: _____

City Administration

LIQUOR LICENSE SITE DIAGRAM REQUIREMENTS

- Site diagrams are to be submitted on a plain sheet of paper, 8 1/2 x 11 inch size. There shall be one-inch margin left clear on all edges of the diagram.
- The licensed area shall be identified within the margins.
- The agency name shall be included on the diagram.
- The direction "North" shall be included on the diagram.
- The interior design of the licensed area shall be represented. This should include entrances, exits, interior doors, windows, tables, coolers, storage offices and room dividers.
- The diagram may be hand drawn, but it must be neat and reasonably accurate. Do not submit copies of construction blueprints.
- If the licensed site is part of a larger complex such as a restaurant, areas such as mixing, serving and storage must be identified.
- Do not use reference or hi-lite markers to identify areas as they do not reproduce when copied.

* Please use Minerva's site diagram as none of the licensed area will change from what they're currently using. The legal name is W.R. Bismarck Ventures Limited Partnership.

**APPLICATION FOR SUNDAY "ON SALE"
ALCOHOL BEVERAGE LICENSE**

Name of Licensee Kelly Midwest Ventures Limited Partnership

Class of City of Bismarck retail liquor license currently held NO

Location of licensed premises 1800 N 12th St Bismarck, ND 58501-1979

Name of manager or local contact person Diane Rieger

The fee for a Sunday alcoholic beverage license is 20% of the applicant's annual retail fee. Applications made for the remainder of a partial year are prorated. One fee covers on-sale, off-sale or both. Fee enclosed please send an invoice after approval

I am applying for both a Sunday on and off sale license. YES _____ NO

The normal term for a Sunday alcoholic beverage license is August 1st through July 31st. Applications must be submitted by July 1st of each year. Any application submitted after July 1st of each year shall be for the remainder of the term.

The undersigned licensee certifies that it is now paying and will continuously pay the City's restaurant tax and by signing this application, consents to the release of the licensee's sales tax records by the North Dakota State Tax Department to the City of Bismarck. If such payment should cease during the term, this license shall be void and the licensee shall be ineligible for a Sunday alcoholic beverage license for the remainder of the term. The undersigned also agrees that it will observe all of the rules and regulations of its retail license in the use of this license and that this license permits only the "on sale" of alcoholic beverages.

Dated this 22nd day of July, 2016



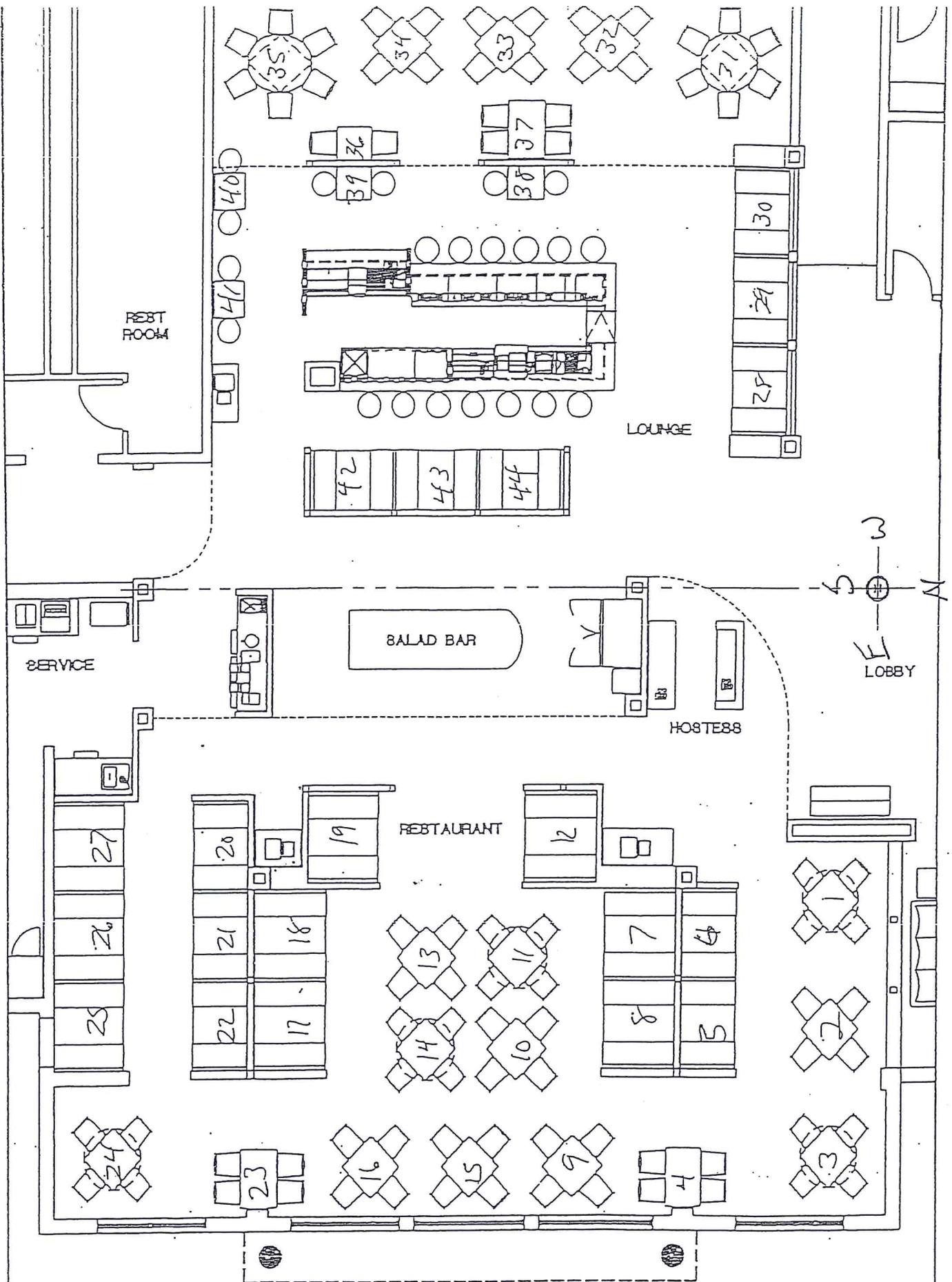
Applicant/Licensee

Chief of Police

Date

City Administration

Date



MINERVAS RESTAURANT
SEATING LAYOUT
BISMARCK, NORTH DAKOTA

Kelly Inns, Ltd. Shareholder List

Name	Address	City, State, Zip	Shares	Ownership%	Title
Aspen Dahl		Madison, SD 57042	800	0.06%	Shareholder
Fred Ening, Jr.		Spearfish, SD 57783-7083	11,026	0.87%	Shareholder
DeEtte and Edward Geddes		Dacoma, SD 57365	2,333	0.18%	Shareholder
Diane Howe		Sioux Falls, SD 57108	800	0.06%	Shareholder
Paula Howe		Sioux Falls, SD 57106	800	0.06%	Shareholder
Desiree Hortness		Madison, SD 57042	800	0.06%	Shareholder
Amber Howe		Sioux Falls, SD 57106	800	0.06%	Shareholder
Joshua Howe		Sioux Falls, SD 57106	1,660	0.13%	Shareholder
Zander Howe		Sioux Falls, SD 57106	800	0.06%	Shareholder
Justin Howe		Sioux Falls, SD 57110	800	0.06%	Shareholder
Shanna Howe		Sioux Falls, SD 57110	800	0.06%	Shareholder
Nolan Howe		Sioux Falls, SD 57110	800	0.06%	Shareholder
Everett Robert Howe		Sioux Falls, SD 57110	800	0.06%	Shareholder
Stephen M. Laird		Omaha, NE 68124	100	0.01%	Shareholder & Director
Mark J. Mueller		Dacoma, SD 57365	2,333	0.18%	Shareholder
Steven B. Mueller		Dacoma, SD 57365	2,334	0.18%	Shareholder
John P. Peterson		Canton, SD 57013	1,600	0.13%	Shareholder
Kiersten R. Peterson		Canton, SD 57013	1,600	0.13%	Shareholder
Anders J. Peterson		Canton, SD 57013	1,600	0.13%	Shareholder
Jacob P. Peterson		Canton, SD 57013	1,600	0.13%	Shareholder
Karryn L. Peterson		Canton, SD 57013	1,600	0.13%	Shareholder
Kari L. Rowe		Murfreesboro, TN 37128	1,600	0.13%	Shareholder
Elli M. Rowe		Murfreesboro, TN 37128	1,600	0.13%	Shareholder
Nora L. Rowe		Murfreesboro, TN 37128	1,600	0.13%	Shareholder
Tonya L. Rowe		Blaine, MN 55449	17,966	1.42%	Shareholder
Christian A. Roeder		Blaine, MN 55449	1,600	0.13%	Shareholder
Asher K. Rowe		Blaine, MN 55449	1,600	0.13%	Shareholder
Olivia Lynn Rowe		Blaine, MN 55449	1,600	0.13%	Shareholder
Isaac William Rowe		Blaine, MN 55449	1,600	0.13%	Shareholder
Thaddeaus Stofferahn		Humboldt, SD 57035	800	0.06%	Shareholder
Aubrey Elizabeth Stofferahn		Humboldt, SD 57035	800	0.06%	Shareholder
Elizabeth Marie Stofferahn		Humboldt, SD 57035	800	0.06%	Shareholder
Jana L. Sweetman		Sioux Falls SD 57105	527	0.04%	Shareholder
August Tilden Stofferahn		Humboldt, SD 57035	800	0.06%	Shareholder
Nichol Terveer		Brandon, SD 57005	800	0.06%	Shareholder
Troy or Suzanne Tecklenburg		Harrisburg, SD 57032	400	0.03%	Shareholder
Warren Terveer		Brandon, SD 57005	800	0.06%	Shareholder
Lake Terveer		Brandon, SD 57005	800	0.06%	Shareholder
Aftyn Terveer		Brandon, SD 57005	800	0.06%	Shareholder
Kinsley Wyn Terveer		Brandon, SD 57005	800	0.06%	Shareholder

Kelly Inns, Ltd. Shareholder List

Name	Address	City, State, Zip	Shares	Ownership%	Title
David J. Halder Revocable Living Trust, David J. Halder, Trustee		Mitchell SD 57301	750	0.06%	Shareholder
Brenda Schmidt		Sioux Falls, SD 57108	16,791	1.33%	Shareholder-Director & President
Meredith Larson		Sioux Falls, SD 57110	8	0.00%	Shareholder & Director
Dawn Koble		Maple Grove, MN 55369	300	0.02%	Shareholder
Kari Shanard Koenders		Sioux Falls, SD 57105	32,558	2.58%	Shareholder & Director
Thomas J. Morris		Dell Rapids, SD 57022	1,000	0.08%	Shareholder & Secretary
Rick or Victoria Jones Murray		Pierre, SD 57501	7,780	0.62%	Shareholder
Maria E. Nelson		Sioux Falls, SD 57105	1,000	0.08%	Shareholder
Heidi Shanard-Neuhart		Mount Vernon, SD 57363	32,557	2.58%	Shareholder
Larry Olawsky Living Trust, Larry & Marcella Olawsky, Trustees		Sioux Falls, SD 57108	10,000	0.79%	Shareholder
Marcella Olawsky Living Trust, Marcella & Larry Olawsky, Trustees		Sioux Falls, SD 57108	10,000	0.79%	Shareholder
Leah Peterson		Canton, SD 57013	25,366	2.01%	Shareholder & Director
Michael & Emily Risty, JTWROS		Baldwin ND 58521	19,138	1.51%	Shareholder
Harold D. or Linda J. Rensberger		Sioux Falls, SD 57106	5,715	0.45%	Shareholder
Michael Risty		Baldwin ND 58521	4,240	0.34%	Shareholder
Shelby Ann Pogatchnik		Farmington, MN 55024	23,378	1.85%	Shareholder
Brian Rowe		Murfreesboro, TN 37128	25,366	2.01%	Shareholder
Kevin Rowe		Blaine, MN 55449	9,000	0.71%	Shareholder
Kelly Sweet		Sioux Falls, SD 57105	3,827	0.30%	Shareholder
Jon Sweet		Sioux Falls, SD 57105	1,594	0.13%	Shareholder
Benjamin Patrick Sweetman (Patrick Sweetman, Guardian)		Sioux Falls, SD 57105	1	0.00%	Shareholder
Dan Schank		Sioux Falls, SD 57105	4,275	0.34%	Shareholder
Jeff or Anita Schoenhard		West Yellowstone, MT 59758	1,525	0.12%	Shareholder
Iris Shanard		Bridgewater, SD 57319	1	0.00%	Shareholder
Laurie J. Shanard		Burlington, VT 05401	32,557	2.58%	Shareholder
Lisa Thimjon		Sioux Falls, SD 57108	600	0.05%	Shareholder
Sarah Jane Hauge		Wayzata, MN 55391	600	0.05%	Shareholder
Ryan Thimjon		Minneapolis, MN 55408	600	0.05%	Shareholder
Jill Greenfield		Sioux Falls, SD 57108	1,200	0.09%	Shareholder
Lucas Dahl		Brookings, SD 57006	800	0.06%	Shareholder

Kelly Inns, Ltd. Shareholder List

Name	Address	City, State, Zip	Shares	Ownership%	Title
Martha Sweet		Sioux Falls, SD 57105	4,000	0.32%	Shareholder
Richard C. Sweetman		Sioux Falls, SD 57101	19,247	1.52%	Shareholder & Director
Kathleen A. Sweetman		Sioux Falls, SD 57101	9,100	0.72%	Shareholder
Erin Elizabeth Algie		San Marcos, CA 92078	9,223	0.73%	Shareholder
Kelly Sweetman Halm		San Marcos, CA 92078	9,223	0.73%	Shareholder
Thomas R. Sweetman		Sioux Falls, SD 57101	9,223	0.73%	Shareholder & Director
Gerald P. Sweetman Living Trust dated 7/29/04, Gerald P. Sweetman, Trustee		Sioux Falls, SD 57118	24,785	1.96%	Shareholder & Director
Molly O'Rourke Irgens		Minneapolis, MN 55404	17,134	1.36%	Shareholder
Patrick Sweetman		Sioux Falls, SD 57105	16,607	1.31%	Shareholder
Richard C. or Kathleen A. Sweetman		Sioux Falls SD 57101	1,318	0.10%	Shareholder
Mary Patricia Sweetman Living Trust dated 7/29/04		Sioux Falls, SD 57118	162	0.01%	Shareholder
Robert or Joan Thimjon		Sioux Falls, SD 57108	12,321	0.97%	Shareholder & Treasurer (Robert)
James Bart or Kathryn Ann Witkower	Drive	Charlottesville, VA 22903	21,816	1.73%	Shareholder
John Mason Brooks & Linda Carlson Brooks Living Trust, Linda Carlson Brooks, Trustee		Rockwall, TX 75087	39,276	3.11%	Shareholder
Henry Carlson, III		Sioux Falls, SD 57104	14,306	1.13%	Shareholder
Jane M. Carlson		Sioux Falls, SD 57108	52,278	4.14%	Shareholder
Kimberly C. Carlson		Littleton, CO 80120	47,913	3.79%	Shareholder
Gretchen E. Ela		Littleton, CO 80120	22,952	1.82%	Shareholder
Richard L. Gliszinski		Ft Collins CO 80522	2,000	0.16%	Shareholder
Jerri Johnson		Sioux Falls, SD 57110	3,431	0.27%	Shareholder
Brittany Brooks		Rockwall, TX 75087	4,240	0.34%	Shareholder
Traci Brooks		Rockwall, TX 75087	4,240	0.34%	Shareholder
Deborah W. Billion Revocable Trust		Sioux Falls, SD 57105	5,000	0.40%	Shareholder
Anna Dodd Carlson		Sioux Falls, SD 57108	4,783	0.38%	Shareholder
Elizabeth D. Carlson		Sioux Falls, SD 57108	4,783	0.38%	Shareholder
Henry Thomas Carlson		Sioux Falls, SD 57108	4,783	0.38%	Shareholder
Judy Dvoracek		Fargo, ND 58103	6,053	0.48%	Shareholder
Russell Greenfield		Sioux Falls SD 57108	10,000	0.79%	Shareholder
Gregg S. Greenfield		Sioux Falls, SD 57105	1,200	0.09%	Shareholder
John W. Gleeson Trust		Sioux City, IA 51104	10,000	0.79%	Shareholder

Kelly Inns, Ltd. Shareholder List

Name	Address	City, State, Zip	Shares	Ownership%	Title
J. Richard Borman		Kennesaw GA 30152	5,271	0.42%	Shareholder
Mary Borman		Ft Collins CO 80524	1,054	0.08%	Shareholder
Henry Carlson, Jr.		Sioux Falls, SD 57110	1,000	0.08%	Shareholder & Director
Eleanor Carlson		Sioux Falls, SD 57110	10,000	0.79%	Shareholder
John D. Darst Trust Agreement, John Darst, Trustee		Bloomington, MN 55431	7,895	0.62%	Shareholder
Rodney S. Dickey Disclaimer Trust, Susan Leach & Margaret V. Dickey, Trustees		Fort Worth TX 76109-1215	6,370	0.50%	Shareholder
David F. Dinsmore		Sioux Falls, SD 57105	17,502	1.38%	Shareholder
Mary Ann Ellis		Ft Collins CO 80522	5,271	0.42%	Shareholder
Frederick K. Ening Credit Trust, Fred Ening, Jr., Trustee		Spearfish, SD 57783-7083	25,205	1.99%	Shareholder
Mary Alice Hillier Separate Property Trust		El Cajon, CA 92021-2520	11,434	0.90%	Shareholder
Larry Howe		Sioux Falls, SD 57108	32,853	2.60%	Shareholder & Director
Ronald Howe		Sioux Falls, SD 57103-0801	35,853	2.84%	Shareholder
Sally O. Herfurth Revocable Trust		Wayzata, MN 55391	21,815	1.73%	Shareholder
Donald W. Kelpin Living Trust, Don Kelpin, Trustee		Sioux Falls, SD 57106	29,290	2.32%	Shareholder
W. Ray Laird, III		La Quinta, CA 92253	61,408	4.86%	Shareholder & Director
First Bank & Trust, N.A., Katherine M. Laird Q-TIP Trust		Sioux Falls, SD 57101-1347	53,833	4.26%	Shareholder
First Bank & Trust, N.A., W. Ray Laird, Jr. Residuary Trust		Sioux Falls, SD 57101-1347	32,005	2.53%	Shareholder
Sophie or G. Malcolm McConnell		New York, NY 10024	23,841	1.89%	Shareholder
Joan B. Olson		Sioux Falls, SD 57108	5,271	0.42%	Shareholder
Kathleen S. Rothenberger Revocable Trust Agreement dated 12/21/04, or successor trustee thereto		St. Paul, MN 55113	14,404	1.14%	Shareholder
Jill M. Rothenberger		St. Paul, MN 55113	5,271	0.42%	Shareholder
Murray Asher Rowe Trust, Murry & Helen Rowe, Trustees		Canton, SD 57013	34,174	2.70%	Shareholder
Helen Irene Rowe Trust, Helen & Murray Rowe, Trustees		Canton, SD 57013	34,174	2.70%	Shareholder
Greg Schjodt or Darci Hortness		Sioux Falls, SD 57107	16,850	1.33%	Shareholder
Dave Sweet		Sioux Falls, SD 57105	34,767	2.75%	Shareholder & Director

Kelly Inns, Ltd. Shareholder List

Name	Address	City, State, Zip	Shares	Ownership%	Title
David Wollman, Sr.	[REDACTED]	Sioux Falls SD 57106	335	0.03%	Shareholder
TOTAL			1,264,149	100.00%	

South Dakota Alcohol Beverage License
Tom Morris

1. Liquor Licenses held by Regency Midwest Ventures Limited Partnership
(Limited partner of Regency Midwest)
 - a. ClubHouse Inn & Suites, Westmont, Illinois
 - b. Arrowwood Resort by ClubHouse, Okoboji, Iowa
 - c. Park Place Hotel, Traverse City, Michigan
 - d. Arrowwood Resort & Conference Center by ClubHouse, Alexandria, Minnesota
 - e. Crown Plaza Hotel and Conference Center, Plymouth, Minnesota
 - f. ClubHouse Inn & Suites, Albuquerque, New Mexico
 - g. Best Western Ramkota Hotel, Aberdeen, South Dakota
 - h. Best Western Ramkota Hotel, Pierre, South Dakota
 - i. Best Western Ramkota Hotel, Rapid City, South Dakota
 - j. Best Western Ramkota Hotel, Watertown, South Dakota
 - k. Best Western Ramkota Hotel, Casper, Wyoming

2. Liquor Licenses Held by The Ramkota Companies, Inc. and Partnership
(Shareholder of The Ramkota Companies and limited partner of Regency CSP)
 - a. Best Western Plus Ramkota Hotel, Sioux Falls, South Dakota
 - b. Custer State Park Resort, South Dakota (Regency CSP Ventures Limited Partnership)

3. Liquor Licenses Held by Deadwood Resort, L.L.C.
(Limited partner in Regency Deadwood Ventures Limited Partnership)
 - The Lodge at Deadwood, Deadwood, South Dakota

4. Liquor Licenses Held by Grand Lake Ventures, L.L.C.
(Member)
 - Grand Lake Lodge, Grand Lake, Colorado

5. Liquor Licenses Held by Kelly Midwest Ventures Limited Partnership
(Officer and Limited Partner)
 - Best Western Kelly Inn, Minot, North Dakota
 - Staybridge Suites, Sioux Falls, South Dakota

6. Liquor Licenses Held by Kelly Midwest Ventures Limited Partnership
(Officer and Limited Partner)
 - a) Staybridge Suites, Sioux Falls, South Dakota
 - b) Holiday Inn Express, Sioux Falls, South Dakota
 - c) La Quinta Inn & Suites, Sioux Falls, South Dakota

**South Dakota Alcohol Beverage License
Brenda Schmidt**

1. Liquor Licenses Held by Kelly Midwest Ventures Limited Partnership
(Officer and Limited Partner)
 - a) Best Western Kelly Inn, Minot, North Dakota
 - b) Best Western Kelly Inn , Fargo, North Dakota
 - c) Staybridge Suites, West Des Moines, Iowa
 - d) Best Western Kelly Inn, Omaha, Nebraska
 - e) Staybridge Suites, Sioux Falls, South Dakota
 - f) Holiday Inn Express, Sioux Falls, South Dakota
 - g) La Quinta Inn & Suites, Sioux Falls, South Dakota



License Reviews

City of Bismarck

License Number: **LIQ2016-00116**

Licensee Name: **CAPITAL STREET GRILLE & BAR**

Applied: **7/25/2016**

Issued:

Site Address: **1800 N 12TH ST**

Expired:

City, State Zip Code: **BISMARCK, ND 58501**

Status: **PENDING**

Applicant: **NELSON, MISTY**

Parent License:

Owner: **KELLY MIDWEST VENT LTD PTNRSH**

Contractor: **<NONE>**

Details:

NEW CLASS F-1 LIQUOR LICENSE APP

THIS IS THE FORMER MINERVA'S RESTAURANT @ KELLY INN

LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ADMIN-POLICE						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK POLICE	Tara Axtman	COMPLETE	background complete
Notes:						
7/25/2016	7/25/2016	7/26/2016	LT REVIEW	Gary Malo	COMPLETE	
Notes: Diagram attached. Manager has clear record. Forward to DC.						
Review Group: AUTO						
7/25/2016	7/26/2016	7/26/2016	DC REVIEW	Randy Ziegler	COMPLETE	
Notes: Ok, forward to Chief.						
7/25/2016	7/25/2016	7/26/2016	COMPLETENESS CHECK ADMIN	Marla Schroeder	COMPLETE	
Notes:						
7/26/2016	8/1/2016	7/27/2016	CHIEF REVIEW	Dan Donlin	APPROVED	
Notes:						
8/1/2016	8/1/2016	8/2/2016	CITY ADMIN	Jason Tomanek	APPROVED	
Notes: Based on PD's review and approval, Administration approves.						



License Reviews City of Bismarck

8/1/2016	8/8/2016	8/2/2016	COMPLETENESS CHECK FINAL	Marla Schroeder	APPROVED	
Notes:						

CITY OF BISMARCK
Ordinance No. 6232

<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 10-05-08 OF THE BISMARCK CODE OF ORDINANCES (REV.) RELATING TO PLACEMENT OF POLES RESTRICTED.

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

Section 1. Amendment. Section 10-05-08 of the City of Bismarck Code of Ordinances (1986 Rev.) relating to Placement of Poles Restricted is hereby amended and re-enacted to read as follows:

10-05-08. Placement of Poles Restricted. A pole for the holding or conveying of any wire, ~~or wires or cables~~ or any other equipment or installation to be used in connection with the provision of cell, data, ~~telegraph~~, telephone, cable television, electric lighting, ~~or~~ electric power ~~service~~ or any other utility or communication service to the public, with or without a franchise, may not be placed in any public right-of-way or other public place within the city without prior approval by the city engineer.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect following final passage, adoption and publication.



FINANCE DEPARTMENT

DATE: September 6, 2016
FROM: Rebecca Collins *RC*
ITEM: Public Hearing and Confirmation of Special Assessment Districts

REQUEST

To hold a public hearing for the special assessment districts and confirm the assessments.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The assessment lists for the attached special assessment improvement districts have been prepared and published in the *Bismarck Tribune*. The Special Assessment Commission (SAC) confirmed the assessment lists at their meeting on Thursday, August 11, 2016. Please note that Street Improvement District No. 489 was approved by SAC but the public hearing will only be for Units 1 and 3. Corrections in Unit 2 have been identified since the SAC approval so a public hearing will be scheduled on a later date. Units 1 and 3 have been added to the assessment list for the public hearing. The next step in the assessment process is the final public hearing in front of the Board of City Commissioners.

Section 40-23-14 of North Dakota Century Code (NDCC) requires an aggrieved person objecting to the assessment lists to file a written notice of appeal prior to the City Commission meeting. At this time, no written appeals have been filed.

In accordance with North Dakota Century Code 40-23-15, the City Commission shall hear and determine appeals and objections, and may increase or decrease any of the assessments as it may deem just. However, the aggregate amount of all assessments shall not be changed, and no assessments as adjusted shall exceed the benefit to the parcel of land on which it is assessed as determined by the Comptroller. Upon conclusion of the hearings, Commission action is to confirm assessment lists including any adjustments.

RECOMMENDED CITY COMMISSION ACTION

Confirm the special assessment districts.

STAFF CONTACT INFORMATION

Rebecca Collins, bcollins@bismarcknd.gov, (701) 355-1603.

Attachment

A. STORM SEWER IMPROVEMENT DISTRICT NO. 560

Nature of Improvements: Local Storm Water Improvements - Britannic Lane - Voyager Place to Glenwood Drive; Glenwood Drive - Britannic Lane to 190' East of Downing Street; Downing Street – 920' South to 560' North of Glenwood Drive

Total Assessed and Financed: \$164,514.18

B. SANITARY SEWER IMPROVEMENT DISTRICT NO. 564

Nature of Improvements: Sanitary Sewer Main Extensions – Buckskin Avenue - Brunswick Drive Intersection to 124 feet east of Washington Street centerline on Versailles Avenue; Brunswick Drive - 10 feet west of High Meadows Fifth Addition east line to 10 Feet east of High Meadows Ninth Addition west line

Total Assessed and Financed: \$420,727.80

C. STREET IMPROVEMENT DISTRICT NO. 488

Nature of Improvements: New Pavement, Curb & Gutter – Midwest Drive – Main Avenue to 400' south of Tandem Drive; Tandem Drive – Midwest Drive to 52nd Street; Transport Drive – Midwest Drive to Tandem Drive

Total Assessed and Financed: \$2,251,296.32

D. STREET IMPROVEMENT DISTRICT NO. 489

Nature of Improvements: Mill/Overlay, Chip Seal (Resurfacing) with 25% Subsidy Applied; New Pavement Ground Water Impacted Area (Reconstruction) with 75% Subsidy Applied
Vancouver Lane; Ontario Lane;
Capitol Avenue; Interchange
Avenue; Capitol Way; Allison Drive; 16th Street; Spaulding Avenue; Central Avenue; 13th Street; 14th Street; 15th Street

Total Assessed and Financed: \$881,032.41

E. STREET IMPROVEMENT DISTRICT NO. 493

Nature of Improvements: Street Lighting – Calgary Avenue; Calgary Circle; Hamilton Street; Nebraska Drive; Knudsen Loop; New Rockford Place; Robinson Circle; Knudsen Avenue; Minnesota Drive; Alabama Street; Jericho Road; Greensboro Drive; Liechty Place; French Street; Jordan Street; Joppa Street; Saratoga Avenue; Yorktown Drive; Greensboro Drive; Cumberland Loop; Trenton Drive

Total Assessed and Financed: \$969,783.16

F. STREET IMPROVEMENT DISTRICT NO. 495

Nature of Improvements: Concrete pavement repair project with 25% Subsidy Applied - 19th Street – I-94 Overpass to Century Avenue; 26th Street – Rock Island Place to Main Avenue

Total Assessed and Financed: \$904,625.09

G. STREET IMPROVEMENT DISTRICT NO. 501

Nature of Improvements: New Pavement, Curb & Gutter – Roundtop Road – 140' east
Of High Creek Road to 270' west of Valley Drive

Total Assessed and Financed: \$360,555.90

H. STREET IMPROVEMENT DISTRICT NO. 502

Nature of Improvement: New Pavement, Curb & Gutter – Basalt Drive – 160'
South of LaSalle Drive to 170' north of Granite Drive

Total Assessed and Financed: \$100,686.98

I. WATER IMPROVEMENT DISTRICT NO. 326

Nature of Improvement: Water Main Extensions – Buckskin Avenue – Brunswick
Drive Intersection to 124 feet east of Washington Street
Centreline on Versailles Avenue; Brunswick Drive – 10
Feet west of High Meadows Fifth Addition east line to 10
Feet east of High Meadows Ninth Addition west line

Total Assessed and Financed: \$229,455.00

J. WATER IMPROVEMENT DISTRICT NO. 327

Nature of Improvement: Water Main Extensions – Durango Drive – 275' west of
Northern Sky Drive to 175' south of Medora Avenue

Total Assessed and Financed: \$55,741.80

K. CONTINUOUS DISTRICTS

Nature of Improvement: Rural Roads, Sanitary Sewer, Storm Sewer, and Water Trunk
Line Fees assessed to property that was outside the city limits at time of construction.
Trunk line fees are intended to recover the costs that Water & Sewer Utilities have
already paid for over-size mains and other general infrastructure such as treatment
plants, pump stations, reservoirs, and trunk, water, and sewer mains already in place to
serve unannexed property. Trunk line fees for WA148 and SE 158 are comparable to an
access or hook-up fee. The other districts are for the parcel's share of the cost in
established special assessment districts that the parcel would have been assessed had
the parcel been annexed at the time the district was created.

Storm Sewer Improvement District No. 100 (376 parcels)	\$ 235,216.01
Street Improvement District No. 100 (9 parcels)	\$ 153,597.56
Water Improvement District No. 148 (406 parcels)	\$ 528,150.00
Sanitary Sewer Improvement District No. 158 (389 parcels)	\$ 513,050.00



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: August 16, 2016

FROM: Carl D. Hokenstad, AICP, Director of Community Development

ITEM: Heritage Park Addition – Annexation (Corrective Ordinance)

REQUEST

On June 23, 2015, the Board of City Commissioners approved Ordinance 6139, which annexed Heritage Park Addition as well as the right-of-way needed to connect this subdivision to the existing corporate limits. As an owner of property within the annexed area did not consent to annexation, a corrective ordinance is required to remove that property.

The property is located in north Bismarck, west of North Washington Street along the south side of 57th Avenue NW.

Please place this item on the August 23, 2016 and the September 13, 2016 City Commission meetings.

BACKGROUND INFORMATION

The property annexed included the North 100 feet of Auditor's Lot H of the NE¼ of Section 17, T139N-R80 W. At the time, staff had assumed that the easement obtained by Burleigh County for the construction of 57th Avenue NW was similar to other easements obtained as could be treated as the dedication of right-of-way; however, the easement obtained was only for roadway purposes. As the owner of Auditor's Lot H did not consent to the annexation of his property, a corrective ordinance to remove that parcel is required.

RECOMMENDED CITY COMMISSION ACTION

August 23rd Meeting of the Board of City Commissioners – consider Corrective Ordinance 6139 and call for a public hearing on this item for the September 13th meeting of the Board of City Commissioners.

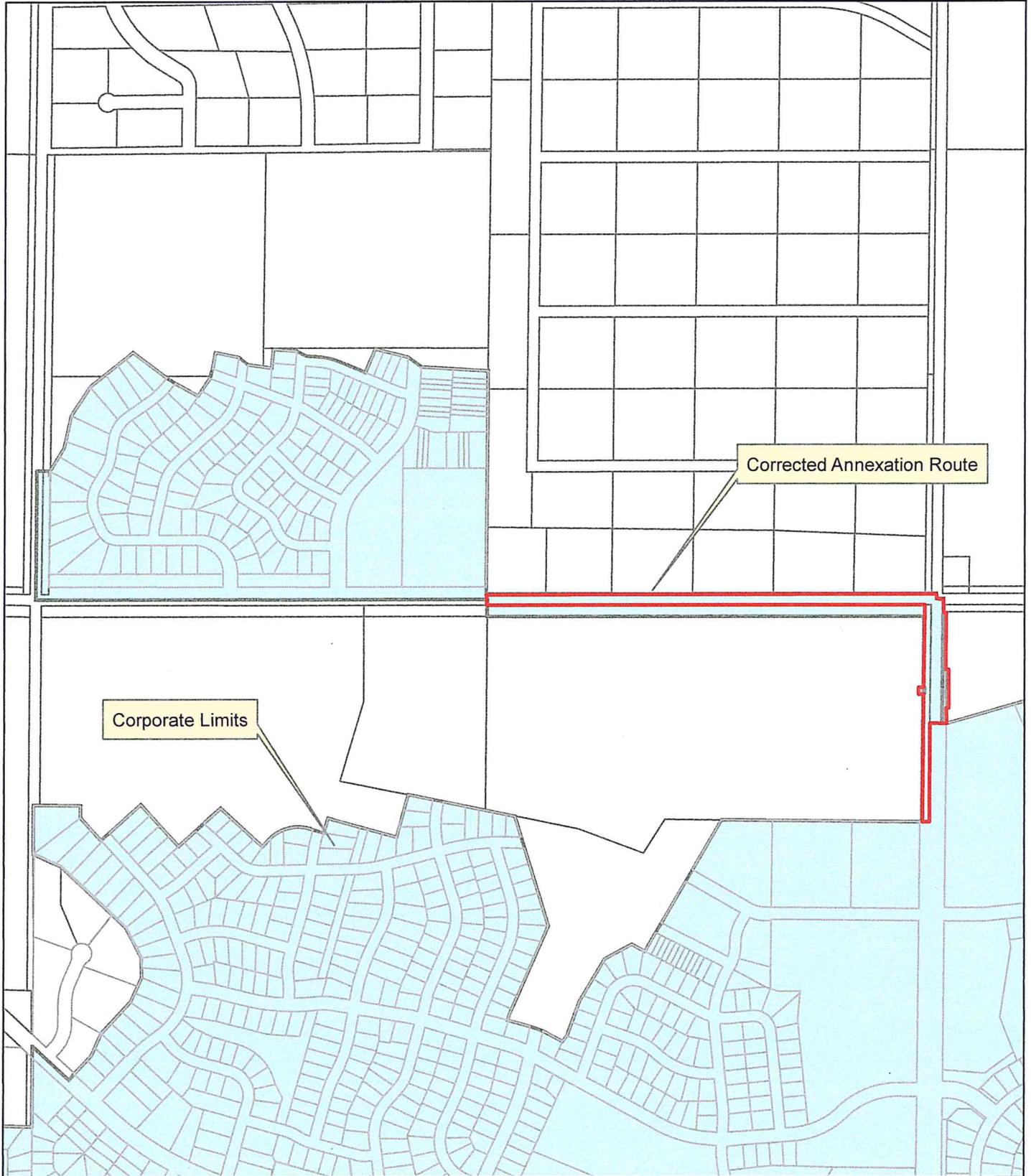
September 13th Meeting of the Board of City Commissioners – hold a public hearing on Corrective Ordinance 6139 and take final action on the ordinance.

STAFF CONTACT INFORMATION

Please contact Kim L Lee, AICP, the planner in our office assigned to this action, at 355-1846 or klee@bismarcknd.gov.

Planning Manager Kim Lee will present this item at the meetings.

Heritage Park Addition - Corrective Annexation



August 2016

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.



ORDINANCE NO. 6139

<i>First Reading</i>	<u>June 9, 2015</u>
<i>Second Reading</i>	<u>June 23, 2015</u>
<i>Final Passage and Adoption</i>	<u>June 23, 2015</u>
<i>Publication Date</i>	<u>June 12 & 19, 2015</u>

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

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

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

All of Heritage Park Addition, including Lot 1, Block 1, Lots 1-3, Block 2, Lots 1-4, Block 3, Lots 1-20, Block 4, Lots 1-11, Block 5, Lots 1-13, Block 6, Lots 1-17, Block 7 and Lots 1-26, Block 8; all of the 57th Avenue NW right-of-way adjacent to the southern edge of Block 6, Green Acres Estates; the North 100 feet and the East 75 feet of Auditor's Lot H of the NE¼ of Section 17, T139N-R80W; and the West 40 feet of the North 735 feet of the NW¼ of Section 16, T139N-R80W.

The above described tract of land contains 61.93 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

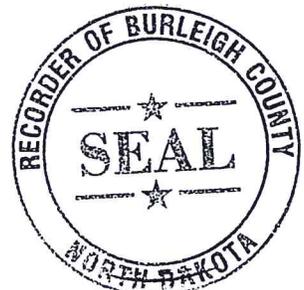
STATE OF NORTH DAKOTA)
)
COUNTY OF BURLEIGH)

I, Keith J. Hunke, do hereby certify that I am the duly appointed, qualified Assistant City Administrator of the City of Bismarck, North Dakota and that the foregoing is a full, true and correct copy of an ordinance adopted by the Board of City Commissioners at its regular meeting of June 23, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Bismarck, North Dakota, this 25th day of June, 2015.



Keith J. Hunke, Assistant City Administrator



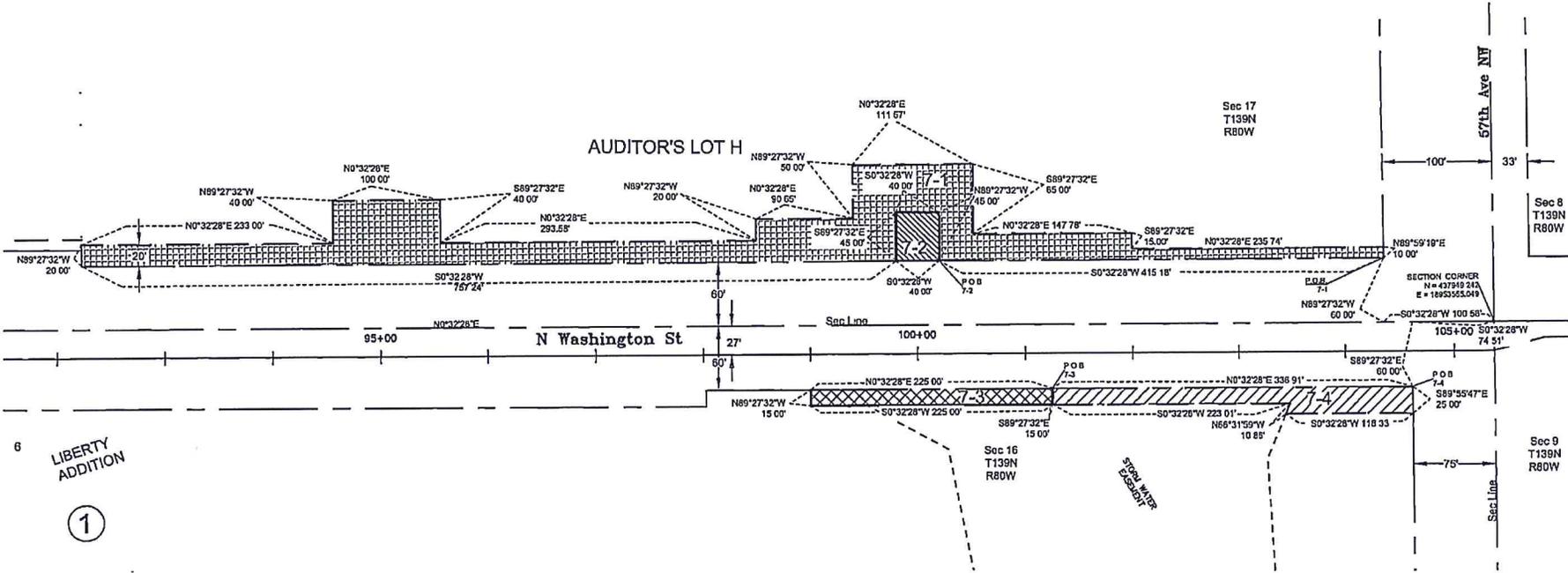
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Page: 2 of 2
3/7/2016 12:00 PM
Burleigh County

Debbie Krokus

NEK/NEK 17-139-80
Auditor's Lot H Block 1
PARCEL NO 7-1
TEMP CONST ESMT 34452 S F
William E. Clairmont Revocable Living Trust
1720 Burnt Boat Dr. Ste #203
Bismarck ND, 58503

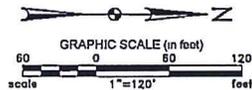
NEK/NEK 17-139-80
Auditor's Lot H Block 1
PARCEL NO. 7-2 1800 S F
William E. Clairmont Revocable Living Trust
1720 Burnt Boat Dr. Ste #203
Bismarck ND, 58503

PROJECT	PARCEL	PLAT NO	SUPPLEMENTS
NHU-1-981(101)111	7-1, 7-2, 7-3, 7-4	7 of 9	2



NW/4NW/4 16-139-80
PARCEL NO 7-3 3375 S F
Five Guys Investment, LLP
1291 Eaglecrest Loop
Bismarck, ND 58503

NW/4NW/4 16-139-80
PARCEL NO 7-4 6217 S F
TEMP CONST ESMT
Five Guys Investment, LLP
1291 Eaglecrest Loop
Bismarck, ND 58503



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Burlington County



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\$92.00
Page 19 of 25
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Burleigh County

PROJECT NO. NHU-1-981(101)111
1st SUPPLEMENT TO PLAT NO. 7 OF 9

PARCEL NO. 7-1

A tract of land lying in the NE ¼ of the NE ¼ of Section 17, Township 139 North, Range 80 West of the Fifth Principal Meridian, Burleigh County, North Dakota, described more particularly as follows:

Commencing at the Northeast Corner of Section 17, Thence S0°32'28"W along the east line of Section 17 a distance of 100.58 feet; Thence N89°27'32"W a distance of 60.00 feet to the Point of Beginning; Thence from said Point of Beginning S0°32'28"W along a line 60 feet westerly of and parallel with the east line of Section 17 a distance of 415.18 feet; Thence N89°27'32"W a distance of 45.00 feet; Thence S0°32'28"W a distance of 40.00 feet; Thence S89°27'32"E a distance of 45.00 feet; Thence S0°32'28"W a distance of 757.24 feet; Thence N89°27'32"W along the south line of Auditor's Lot H a distance of 20.00 feet; Thence N0°32'28"E a distance of 233.00 feet; Thence N89°27'32"W a distance of 40.00 feet; Thence N0°32'28"E a distance of 100.00 feet; Thence S89°27'32"E a distance of 40.00 feet; Thence N0°32'28"E a distance of 293.58 feet; Thence N89°27'32"W a distance of 20.00 feet; Thence N0°32'28"E a distance of 90.65 feet; Thence N89°27'32"W a distance of 50.00 feet; Thence N0°32'28"E a distance of 111.57 feet; Thence S89°27'32"E a distance of 65.00 feet; Thence N0°32'28"E a distance of 147.78 feet; Thence S89°27'32"E a distance of 15.00 feet; Thence N0°32'28"E a distance of 235.74 feet; Thence N89°59'19"E a distance of 10.00 feet to the said Point of Beginning.

Said tract is shown on the plat as Parcel No 7-1 and contains 34452 S.F.

The legal description was prepared by Kent A. Orvik, KLJ, 4585 Coleman Street, Bismarck, ND 58503, or obtained from a previously recorded instrument.

PARCEL NO. 7-2

A tract of land lying in the NE ¼ of the NE ¼ of Section 17, Township 139 North, Range 80 West of the Fifth Principal Meridian, Burleigh County, North Dakota, described more particularly as follows:

Commencing at the Northeast Corner of Section 17, Thence S0°32'28"W along the east line of Section 17 a distance of 100.58 feet; Thence N89°27'32"W a distance of 60.00 feet; Thence S0°32'28"W along a line 60 feet westerly of and parallel with the east line of Section 17 a distance of 415.18 feet to the Point of Beginning; Thence from said Point of Beginning S0°32'28"W a distance of 40.00 feet; Thence N89°27'32"W a distance of 45.00 feet; Thence N0°32'28"E a distance of 40.00 feet; Thence S89°27'32"E a distance of 45.00 feet to the said Point of Beginning.

Said tract is shown on the plat as Parcel No 7-2 and contains 1800 S.F.

The legal description was prepared by Kent A. Orvik, KLJ, 4585 Coleman Street, Bismarck, ND 58503, or obtained from a previously recorded instrument.

PARCEL NO. 7-3

A tract of land lying in the NW ¼ of the NW ¼ of Section 16, Township 139 North, Range 80 West of the Fifth Principal Meridian, Burleigh County, North Dakota, described more particularly as follows:

Commencing at the Northwest Corner of Section 16, Thence S0°32'28"W along the west line of Section 16 a distance of 74.51 feet; Thence S89°27'32"E a distance of 60.00 feet; S0°32'28"W along a line 60' easterly of and parallel with the west line of Section 16 a distance of 336.91 feet to the Point of Beginning; Thence from said Point of Beginning S89°27'32"E a distance of 15.00 feet; Thence S0°32'28"W a distance of 225.00 feet; Thence N89°27'32"W a distance of 15.00 feet; Thence N0°32'28"E along a line 60' easterly of and parallel with the west line of Section 16 a distance of 225.00 feet to the said Point of Beginning.

Said tract is shown on the plat as Parcel No 7-3 and contains 3375 S.F.

The legal description was prepared by Kent A. Orvik, KLJ, 4585 Coleman Street, Bismarck, ND 58503, or obtained from a previously recorded instrument.



KEPT IN OFFICE

ROWPL

822886

\$92.00
Page 20 of 25
4/30/2015 12:49 PM
Burleigh County

PROJECT NO. NHU-1-981(101)111
2nd SUPPLEMENT TO PLAT NO. 7 OF 9

PARCEL NO. 7-4

A tract of land lying in the NW ¼ of the NW ¼ of Section 16, Township 139 North, Range 80 West of the Fifth Principal Meridian, Burleigh County, North Dakota, described more particularly as follows:

Commencing at the Northwest Corner of Section 16, Thence S0°32'28"W along the west line of Section 16 a distance of 74.51 feet; Thence S89°27'32"E a distance of 60.00 feet to the Point of Beginning; Thence from said Point of Beginning S89°55'47"E along a line 75' southerly of and parallel with the north line of Section 16 a distance of 25.00 feet; Thence S0°32'28"W a distance of 118.33 feet; Thence N66°31'59"W along the existing storm water easement a distance of 10.86 feet; Thence S0°32'28"W along the said existing storm water easement a distance of 223.01 feet; Thence N89°27'32"W a distance of 15.00 feet; Thence N0°32'28"E along a line 60' easterly of and parallel with the west line of Section 16 a distance of 336.91 feet to the said Point of Beginning.

Said tract is shown on the plat as Parcel No 7-4 and contains 6217 S.F.

The legal description was prepared by Kent A. Orvik, KLJ, 4585 Coleman Street, Bismarck, ND 58503, or obtained from a previously recorded instrument.



ENGINEERING DEPARTMENT

DATE: September 6, 2016
FROM: Gabe Schell, PE | City Engineer 
ITEM: Water Improvement District No. 16-330 / Sewer Utility Project No. 16-65

REQUEST

Authorization to Receive Bids and Award Contract.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Water Improvement District No. 16-330 / Sewer Utility Project No. 16-65 consists of installation of water main along 57th Avenue from Normandy Street to future Mica Drive and sanitary sewer along 57th Avenue from Ridgeland Drive to future Mica Drive and related items.

Project Schedule

Receipt and Opening of Bids:	September 12, 2016
Award:	September 13, 2016
Construction Completion:	July 1, 2017

RECOMMENDED CITY COMMISSION ACTION

Authorize receipt of bids and award contract.

STAFF CONTACT INFORMATION

Linda J. Oster
loster@bismarcknd.gov
 701-355-1505

cc: Michelle Klose, PE, Director of Utility Operations (digital only)



ENGINEERING DEPARTMENT

DATE: September 6, 2016
FROM: Gabe Schell, PE | City Engineer 
ITEM: Sewer Utility Project No. 16-69

REQUEST

Authorization to Receive Bids and Award Contract.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Sewer Utility Project No. 16-69 is for the replacement of wing walls and guard rail installation at the Main Avenue box culvert crossing of Hay Creek.

Project Schedule

Receipt and Opening of Bids:	September 12, 2016
Award:	September 13, 2016
Construction Completion:	November 18, 2016

RECOMMENDED CITY COMMISSION ACTION

Authorize receipt of bids and award contract.

STAFF CONTACT INFORMATION

Gabe Schell
gschell@bismarcknd.gov
701-355-1505

cc: Michelle Klose, PE, Director of Utility Operations (digital only)



ENGINEERING DEPARTMENT

DATE: September 6, 2016
FROM: Gabe Schell, PE | City Engineer *AS*
ITEM: Part B1 of the 2016 City Sidewalk Construction (Hazardous Sidewalks)

REQUEST

Order the repair of the sidewalks listed below.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Sidewalks located on the following properties are deemed unsafe for pedestrian traffic. Letters were sent notifying the property owners of the hazard along with providing several options for the repair. Additionally, the owner was provided a 30 day window to respond with questions and to provide the City with signed petitions indicating which option they chose to resolve the hazard.

Those that did not respond to the initial letter were sent a second letter outlining their responsibilities with a 15-day window to return the petition. They were further notified that if they did not respond, a request would be forwarded to the Board of City Commissioners to order the repair of the sidewalks in accordance with applicable City of Bismarck Code of Ordinances. The requested repair, if so ordered, shall be completed under Part B1 of the 2016 City Sidewalk Construction Contract and the associated costs assessed to each property owner.

PROPERTY ADDRESS

1120 S 3rd Street
1203 Billings Drive
1208 Billings Drive
1224 Billings Drive
1225 Billings Drive
1330 Billings Drive
1532 Billings Drive
116 E Denver Avenue
118 E Denver Avenue
130 E Denver Avenue
132 E Denver Avenue

PROPERTY OWNER OF RECORD

Larry and Rhonda Goetsfridt
Carol Sauer
Matthew Binde
Brent and Lyric Purdy
Elijah Miller
James and Florence Gerou
Chris and Emily Mauch
Joshua and Natasha Churchill
Joshua and Natasha Churchill
Gerald Prouty
Gerald Prouty

227 E Denver Avenue
1025 Laramie Drive
1107 Laramie Drive
1111 Laramie Drive
1301 Pocatello Drive
1318 Pocatello Drive
1429 Pocatello Drive
1502 Pocatello Drive
122 W Reno Avenue
223 N 2nd Street
155 Boise Avenue
1026 S 3rd Street
1202 through 1209 Portland Drive
207 through 219 W Denver Avenue
1203 through 1209 S Washington Street
1112 Portland Drive

Alvin Wangler and P Buechler
Rainmaker Properties LLC
Marcus and Donna Addington
David and Mary Monroe
Eric and Bianca Renner
Glasser Family Living Trust
Patrick, Rose and Kendal Rose
Patrick Gilhooly and Tri Lapp
Ranae Kunz
Atlantic Financial Group, Ltd.
Nancy Haas
Carol Sauer
Kyle Barnard
Kyle Barnard
Kyle Barnard
Marcella Thorvillson

RECOMMENDED CITY COMMISSION ACTION

Order the repair of the sidewalks listed above in accordance with applicable City of Bismarck Code of Ordinances.

STAFF CONTACT INFORMATION

Gabe Schell, PE
gschell@bismarcknd.gov
701-355-1505



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2016
FROM: Carl D. Hokenstad, AICP, Director of Community Development
ITEM: High Meadows Twelfth Addition – Final Plat

REQUEST

Greg & Gail Mayer and Donald & Lorraine Fitzgerald are requesting approval of a final plat for High Meadows Twelfth Addition. The proposed action would further subdivide two recently annexed rural residential parcels into six urban residential lots for single-family development.

The property is located in northwest Bismarck, west of North Washington Street along the north side of Arabian Avenue and along an extension of Sudbury Avenue.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The Planning & Zoning Commission held a public hearing on this request on August 24, 2016.

No members of the public spoke at the public hearing.

At the conclusion of the hearing, and based on the findings contained in the staff report, the Planning & Zoning Commission unanimously recommended approval of the final plat for High Meadows Twelfth Addition.

RECOMMENDED CITY COMMISSION ACTION

Consider the request for approval of the final plat for High Meadows Twelfth Addition and take final action on the request.

STAFF CONTACT INFORMATION

Please contact Kim L. Lee, AICP, the planner in our office assigned to this request, at 355-1846 or klee@bismarcknd.gov. Planning Manager Kim Lee will also present this item at the meeting.



STAFF REPORT

City of Bismarck
Community Development Department
Planning Division

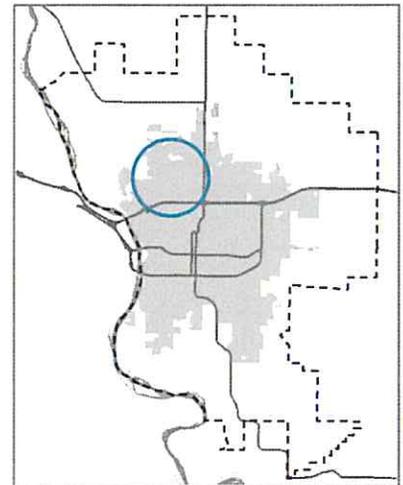
August 24, 2016

Application for: Major Subdivision Final Plat

TRAKiT Project ID: FPLT2015-010

Project Summary

Title:	High Meadows Twelfth Addition (formerly known as High Meadows 13 th Addition)
Status:	Planning & Zoning Commission – Public Hearing
Owner(s):	Greg & Gail Mayer and Donald & Lorraine Fitzgerald
Project Contact:	David Patience, Swenson, Hagen & Co.
Location:	The property is located in northwest Bismarck, west of North Washington Street along the north side of Arabian Avenue (a replat of Lot 5 and part of Lot 6, Block 3, KMK Estates).
Project Size:	3.11 acres
Request:	Replat property for development of urban density single-family lots.



Site Information

Existing Conditions		Proposed Conditions	
Number of Lots:	2 parcels in 1 block	Number of Lots:	6 lots in 1 block
Land Use:	Rural single-family residential	Land Use:	Urban single-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:	R5 – Residential
Uses Allowed:	R5 – Single-family residential	Uses Allowed:	R5 – Single-family residential
Max Density Allowed:	R5 – 5 units / acre	Max Density Allowed:	R5 – 5 units / acre

Property History

Zoned:	04/1959 (RR) 02/2016 (R5)	Platted:	11/1969	Annexed:	10/2014
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(continued)

Staff Analysis

The proposed plat will convert two rural residential lots into six urban residential lots.

The preliminary version of this plat was tentatively approved by the Planning and Zoning Commission on October 28, 2015 as High Meadows 13th Addition. Since the previous version of High Meadows 12th has been abandoned, the name of this plat was changed to High Meadows 12th Addition at the request of staff.

There is an existing accessory building on the property that would be platted as Lot 1. This accessory building currently serves the single-family dwelling that is location on the property that would be platted as Lot 6; however, accessory buildings need to be located on the same lot as the principal use. For this reason, the accessory building would need to be removed from Lot 1 prior to recording the plat, or the owner would need to request that Lots 1 and 6 be combined into one tax parcel until such time as the accessory building is removed.

Required Findings of Fact

Final Plat

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission;
3. The proposed subdivision generally conforms to the 2014 Fringe Area Road Master Plan, as amended;
4. The stormwater management plan for the subdivision has been approved by the City Engineer;
5. The provision of neighborhood parks and open space is not needed because the

proposed final plat is a replat of part of an existing residential subdivision;

6. The proposed subdivision plat includes sufficient easements and rights-of-way to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision;
7. 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 proposed subdivision at the time the property is developed;
8. The proposed subdivision is not located in an area that is subject to flooding, an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, and/or an area that is topographically unsuited for development;
9. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
10. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
11. The proposed subdivision would not adversely affect the public health, safety and general welfare.

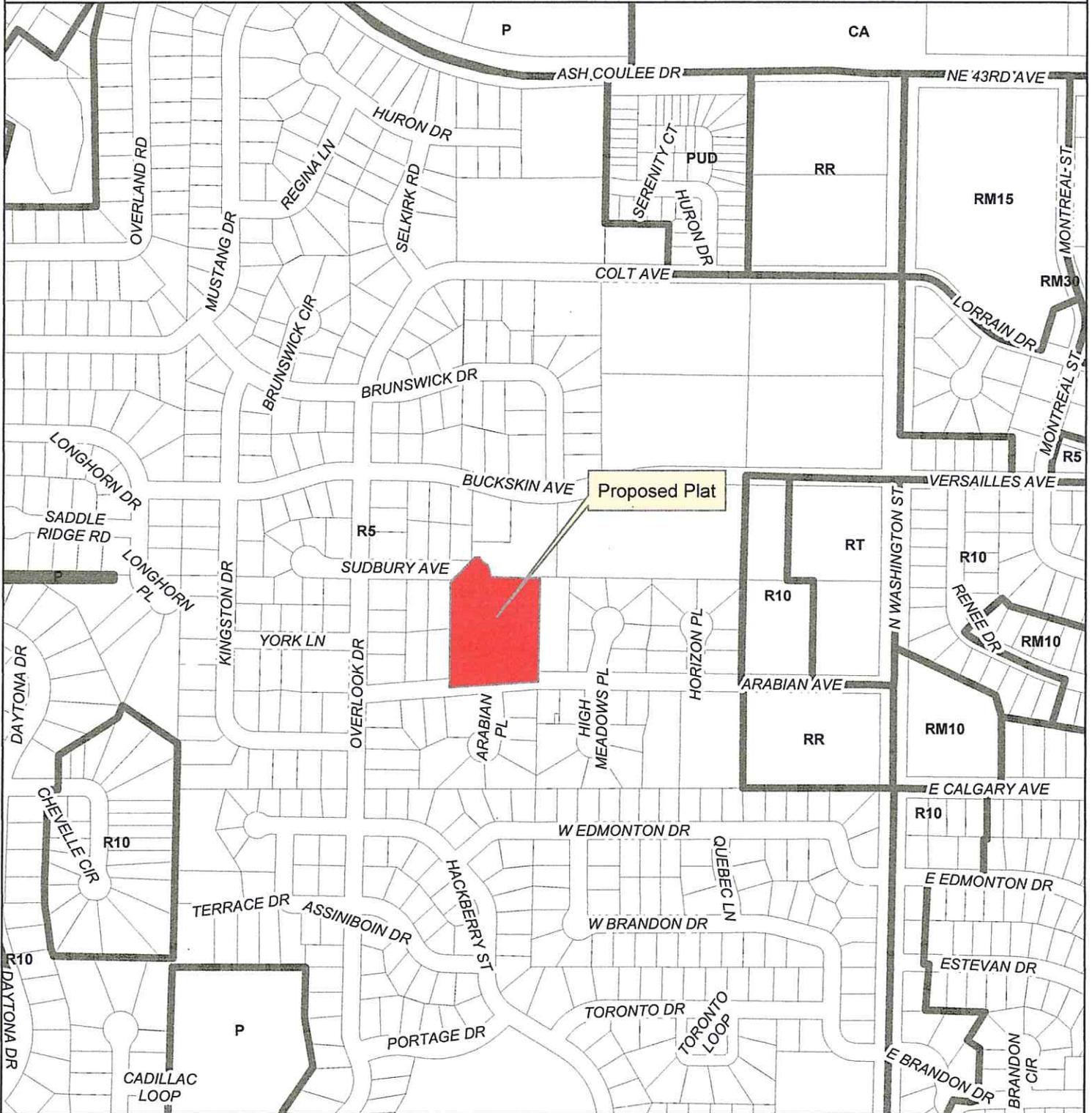
Staff Recommendation

Based on the above findings, staff recommends approval of the final plat for High Meadows Twelfth Addition.

Attachments

1. Location Map
2. Reduction of Final Plat
3. Reduction of Preliminary Plat

Proposed Plat High Meadows Twelfth Addition



August 12, 2016 (klee)

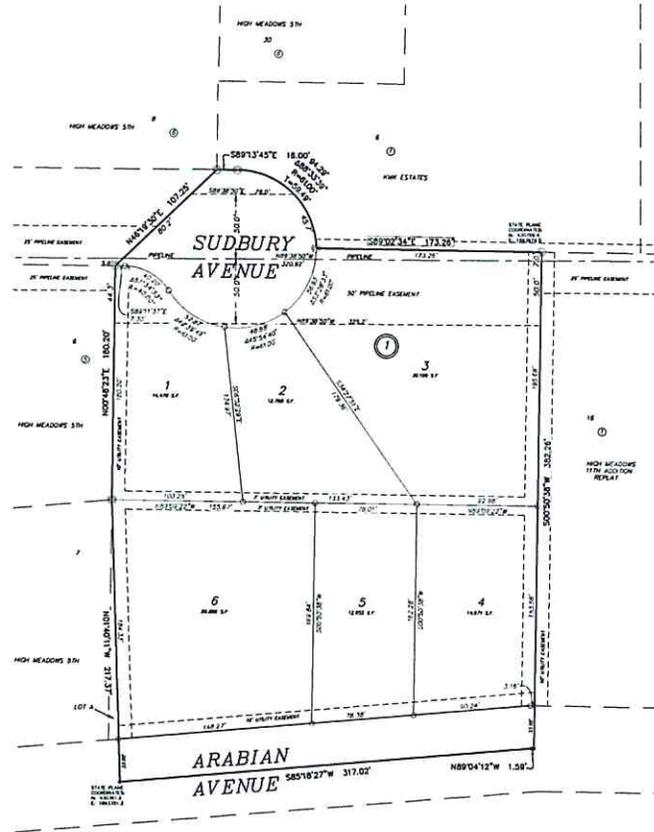
This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



HIGH MEADOWS TWELFTH ADDITION

REPLAT OF LOT 5 AND PART OF LOT 6 BLOCK 3
KMK ESTATES SUBDIVISION
PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP
139 NORTH, RANGE 80 WEST

BISMARCK, NORTH DAKOTA



NOTES

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

HORIZONTAL ADJUSTMENT:
HORIZONTAL ADJUSTMENT BY
1ST EAST OF DELAWARE FLOOD
ELEV = 1534.62 (NGVD 29)

COORDINATE SYSTEM:
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM
MAD BY SOUTH ZONE
ADJUSTMENT OF 1988
UNITS ARE INTERNATIONAL FEET

VERTICAL DATA:
NATIONAL GEODESIC SURVEILLANCE DATUM OF 1929
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS

○ MOVEMENT TO BE SET
⊙ MOVEMENT TO BE PLACED



SCALE - 1" = 40'
AUGUST 10, 2016

○ MOVEMENT TO BE SET
⊙ MOVEMENT TO BE PLACED

PIPELINE DESCRIPTION

ALL THAT PART OF HIGH MEADOWS TWELFTH ADDITION, BISMARCK, NORTH DAKOTA THAT LIES 5.0
FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE
BEGINNING ON THE EAST LINE OF SAID HIGH MEADOWS TWELFTH ADDITION A DISTANCE OF 7.0 FEET
SOUTH OF THE NORTHEAST CORNER OF SAID LOT 5 OR 201.0, 30 MILES TO 20.000, WEST A
DISTANCE OF 20.000 FEET TO THE WEST LINE OF SAID HIGH MEADOWS TWELFTH ADDITION, AND 5.6
FEET NORTH OF THE SOUTH LINE OF SAID SUDBURY AVENUE.



SWENSON, HAGEN & COMPANY P.C.

909 Dean Avenue
Bismarck, North Dakota 58504
505.221.2000
505.221.2001
505.221.2002
505.221.2003
505.221.2004
505.221.2005
505.221.2006
505.221.2007
505.221.2008
505.221.2009
505.221.2010
505.221.2011
505.221.2012
505.221.2013
505.221.2014
505.221.2015
505.221.2016
505.221.2017
505.221.2018
505.221.2019
505.221.2020

DESCRIPTION

BEING A REPLAT OF LOT 5 AND PART OF LOT 6 BLOCK 3 OF KMK ESTATES PART OF THE NORTHEAST
1/4 OF SECTION 20, T. 139 N., R. 80 W., BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 BLOCK 3 HIGH MEADOWS 5TH ADDITION, THENCE NORTH
48 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 107.24 FEET TO THE BEGINNING OF LOT 6 BLOCK
3 KMK ESTATES, THENCE SOUTH 94 DEGREES 18 MINUTES 45 SECONDS EAST, A DISTANCE OF 16.00 FEET
THENCE SOUTHWESTERLY AND TO THE RIGHT ON A 3.00 FOOT RADIUS CURVE, AN ARC LENGTH OF 94.39 FEET
TO THE SOUTH LINE OF LOT 6 BLOCK 3 KMK ESTATES, THENCE SOUTH 89 DEGREES 52 MINUTES 34 SECONDS
EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 173.48 FEET TO THE WEST LINE OF LOT 6 BLOCK 3 HIGH
MEADOWS 11TH ADDITION, THENCE SOUTH 00 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG SAID
WEST LINE, AND TO SOUTHWESTERLY EXTENSION, A DISTANCE OF 302.28 FEET TO THE CENTERLINE OF ARABIAN
AVENUE, THENCE NORTH 84 DEGREES 54 MINUTES 18 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF
1.15 FEET, THENCE SOUTH 89 DEGREES 18 MINUTES 27 SECONDS WEST, CONTAINING ALONG SAID CENTERLINE, A
DISTANCE OF 87.02 FEET TO THE SOUTHERN EXTENSION OF THE EAST LINE OF LOT 6 OF HIGH MEADOWS 5TH
ADDITION, THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS WEST, ALONG SAID EXTENSION AND SAID EAST
LINE, A DISTANCE OF 317.37 FEET TO THE SOUTHEAST CORNER OF LOT 5 BLOCK 3 HIGH MEADOWS 5TH
ADDITION, THENCE SOUTH 00 DEGREES 30 SECONDS EAST, ALONG THE EAST LINE OF LOT 6 BLOCK 3 HIGH
MEADOWS 5TH ADDITION, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT CONTAINS 3.11 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY
THAT THIS ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY EFFICIENTLY UNDER MY SUPERVISION
AND COMPLETED ON _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO
ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

STATE OF NORTH DAKOTA } SS SWENSON, HAGEN & CO. P.C.
COUNTY OF BURLEIGH } BISMARCK, NORTH DAKOTA

TERRY BALTZER
PROFESSIONAL LAND SURVEYOR
NO. REGISTRATION NO. 3595

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO
ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATRICE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2016.

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING
COMMISSION OF THE CITY OF BISMARCK, ON THE _____ DAY OF _____, 2016, IN ACCORDANCE WITH LAWS
OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK, AND REGULATIONS ADOPTED BY
THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND
SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

KATHY LEE TEEGER - CHAIRMAN CARL D. HOKENSTADT - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE
SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DESIGNATION OF ALL STREETS
SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE
MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND HAS HEREBY VOTED AND PASSED RESOLUTION
WITHIN THE BOUNDARY OF THE ANNEXED PLAT.

THE FOLLOWING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS
TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 2016.

ATTEST:
KEITH J. HUNKE - CITY ADMINISTRATION

APPROVAL OF CITY ENGINEER

I, MELVIN J. BULLINGER, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE
"HIGH MEADOWS TWELFTH ADDITION", BISMARCK, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

GARRETT J. SCHILL
CITY ENGINEER

OWNERS' CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT GREGORY MATHER AND DONALD J. FITZGERALD AND LORRANE M.
FITZGERALD BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAS CAUSED THAT PORTION
DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "HIGH MEADOWS TWELFTH ADDITION", BISMARCK, NORTH
DAKOTA, AND TO SO DEDICATE STREETS AS SHOWN HEREON TO THE PUBLIC USE.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC,
TELEPHONE, OR OTHER PUBLIC UTILITIES OR SURFACES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED
HEREON AS UTILITY, SANITARY SEWER, STORM SEWER & STORM WATER EASEMENTS.

THEY FURTHERMORE DEDICATE UNITS TO THE CITY OF BISMARCK "STORM WATER AND DRAINAGE EASEMENTS" TO
RUN WITH THE LAND FOR THE PURPOSE OF STORM SEWER AND SURFACE WATER DRAINAGE, CANALS, CULVERT, THROUGH
AND/OR UNDER THE PROPERTY SHOWN HEREON AND "STORM WATER AND DRAINAGE EASEMENTS" FOR THE
PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIR, ENLARGING AND MAINTAINING STORM WATER MANAGEMENT
FACILITIES TOGETHER WITH THE NECESSARY APPROPRIATEMENTS PERTAINING TO STORM SEWER, STORM WATER AND SURFACE
WATER DRAINAGE AND MANAGEMENT OF SAID STORM WATER FLOW IN A MANNER THAT WILL PERMIT THE FREE AND
UNOBSTRUCTED FLOW OF WATER UNDER, OVER AND/OR ACROSS THE EASEMENT AREA.

STATE OF NORTH DAKOTA } SS GREGORY MATHER } GREG MATHER
COUNTY OF BURLEIGH } BISMARCK, NORTH DAKOTA } OWNERS' LOTS 1-6 BLOCK 1

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED GREGORY MATHER AND GAB
WATER KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE, AND HE
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA } SS DONALD J. FITZGERALD } DONALD M. FITZGERALD
COUNTY OF BURLEIGH } BISMARCK, NORTH DAKOTA } OWNERS' LOTS 1-6 BLOCK 1

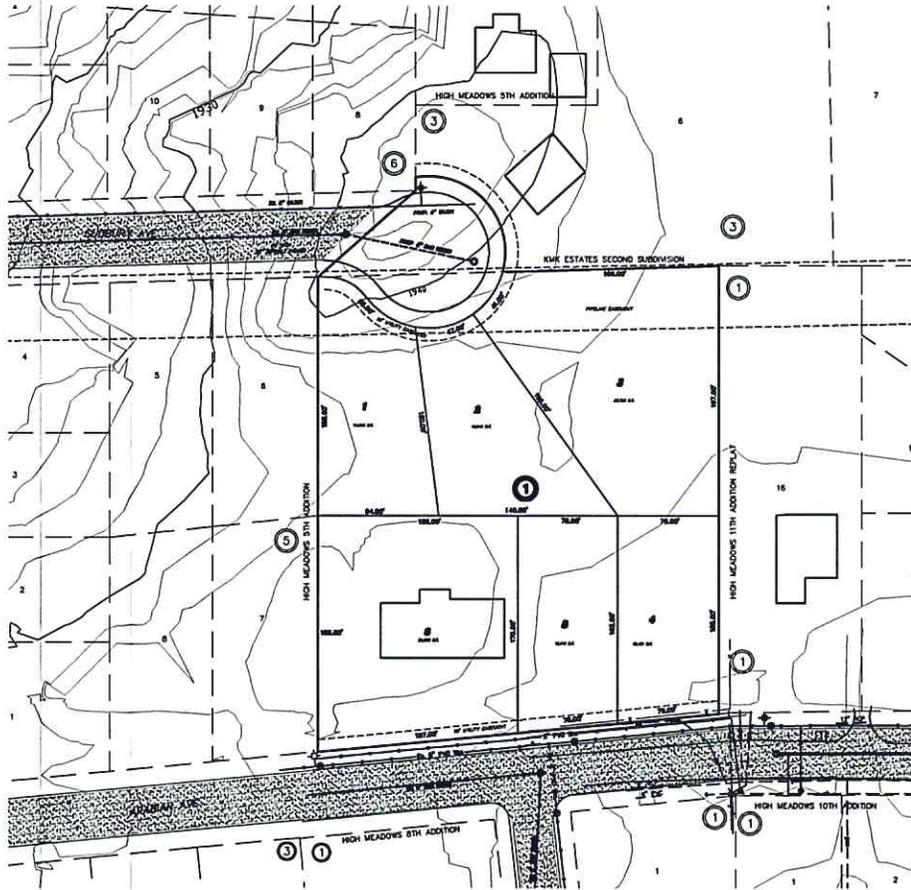
ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED DONALD & LORRANE
FITZGERALD, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE
AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

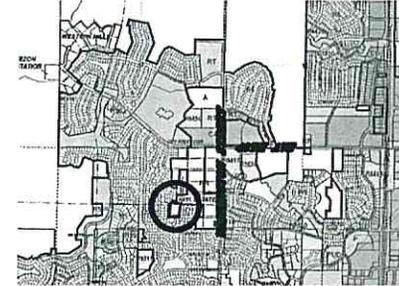
AUG 10 2016

HIGH MEADOWS THIRTEENTH ADDITION

REPLAT OF LOT 6 AND PART OF LOT 6 BLOCK 3
 KMK ESTATES SUBDIVISION
 PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 20,
 TOWNSHIP 130 NORTH, RANGE 80 WEST
 BISMARCK, NORTH DAKOTA



LOCATION MAP



2.74 ACRES
 EXISTING ZONING: R5
 6 LOTS

OWNER: GREG MAYER
 ADDRESS: 1022 E DIVIDE AVENUE
 BISMARCK, ND 58501
 PHONE: (701) 400-2586

OWNER: DON FITZGERALD
 ADDRESS: 435 BUCKSKIN DRIVE
 BISMARCK, ND 58501
 PHONE: (701) 258-7191



SCALE - 1" = 40'

VERTICAL DATUM: NGVD 29

SEPTEMBER 25, 2015



SWENSON, HAGEN & COMPANY P.C.
 399 Dewey Avenue
 Bismarck, North Dakota 58501
 (701) 221-2400
 Fax: (701) 221-2400
 Services:
 - Surveying
 - Hydrology
 - Land Planning
 - Civil Engineering
 - Landscape & Site Design
 - Construction Management



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2016
FROM: Carl D. Hokenstad, AICP, Director of Community Development
ITEM: MDU Bismarck Northwest Addition – Final Plat

REQUEST

MDU Resources Group, Inc. and the City of Bismarck are requesting approval of a final plat for MDU Bismarck Northwest Addition. The action would plat previously unplatted property and allow for the expansion of an electrical substation on the property. The portion owned by the City of Bismarck will be transferred to MDU Resources Group, Inc. upon approval of the final plat.

The property is located in northwest Bismarck, west of North Washington Street along the north side of Arabian Avenue and along an extension of Sudbury Avenue.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The Planning & Zoning Commission held a public hearing on this request on August 24, 2016.

One area resident questioned the proposed use of the property and was satisfied with the response that it was for the expansion of the substation. No other members of the public spoke at the public hearing.

At the conclusion of the hearing, and based on the findings contained in the staff report, the Planning & Zoning Commission unanimously recommended approval of the final plat for MDU Bismarck Northwest Addition, including the granting of a waiver of the requirement to provide a fifteen (15) foot buffer on the south and east portions of the plat in Section 14-03-07 of the City Code of Ordinances due to the non-residential character of the adjoining parcels.

RECOMMENDED CITY COMMISSION ACTION

Consider the request for approval of the final plat for MDU Bismarck Northwest Addition and take final action on the request.

STAFF CONTACT INFORMATION

Please contact Daniel Nair, AICP, the planner in our office assigned to this request, at 355-1854 or dnair@bismarcknd.gov, or Kim L. Lee, AICP, Planning Manager, at 355-1846 or klee@bismarcknd.gov. Planning Manager Kim Lee will present this item at the meeting.



STAFF REPORT

City of Bismarck
 Community Development Department
 Planning Division

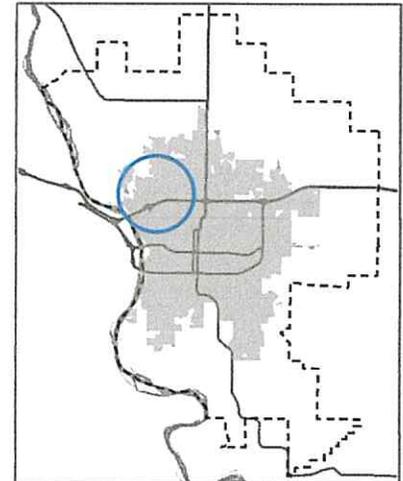
August 24, 2016

Application for: Major Subdivision Final Plat

TRAKiT Project ID: FPLT2016-005

Project Summary

Title:	MDU Bismarck Northwest Addition
Status:	Planning & Zoning Commission – Public Hearing
Owner(s):	MDU Resources Group, Inc City of Bismarck
Project Contact:	Landon Niemiller, Swenson, Hagen, & Co.
Location:	In northwest Bismarck, in the southwest corner of the intersection of Country West Road and Clydesdale Drive.
Project Size:	2.75 acres
Request:	Create a one-lot subdivision for the expansion of an existing electrical substation.



Site Information

Existing Conditions		Proposed Conditions	
Number of Lots:	1 parcel	Number of Lots:	1 lot in 1 block
Land Use:	Electrical substation	Land Use:	Electrical substation
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:	R5 – Residential
Uses Allowed:	R5 – Single-family residential	Uses Allowed:	R5 – Single-family residential
Max Density Allowed:	R5 – 5 units / acre	Max Density Allowed:	R5 – 5 units / acre

Property History

Zoned:	1959	Platted:	N/A	Annexed:	Pre-1985
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Staff Analysis

MDU Resources owns and operates an electrical substation in northwest Bismarck adjacent to a City of Bismarck water tower site. The applicant intends to

expand the existing facility, requiring a larger parcel. MDU has brokered an agreement with the City of Bismarck Public Works Department – Utility Operations to purchase approximately a half acre from the City to

(continued)

expand the site to the east. A portion of this area is currently used as a temporary recycling center, and this use would be shifted further to the east if the property is sold. Neither the MDU-owned parcel nor the City-owned parcels have been platted, and a plat is required as a prerequisite to obtaining a building permit on the site.

The area is within the R5 – Residential zoning district. Electrical substations, along with all other basic utility infrastructure, are allowed by-right in this and every other zoning district. Section 14-03-07 (15) of the Bismarck Code of Ordinances outlines additional requirements relating to setbacks, fencing, landscaping, etc. for all uses within the Utility Services Group. The applicant will have to demonstrate compliance with these provisions during the site plan review and approval process.

However, staff recommends waiving the required buffer yard between the substation and the adjacent city-owned and residentially-zoned property. The parcels to the east and south are zoned R5 – Residential zoning district, but are used for a reservoir and will be into the foreseeable future. A lack of a buffer yard will only impact the City and no private property owners. These uses do not meet the intent of the buffer yard requirement.

An existing municipal water main runs along the proposed eastern boundary of the plat. The applicant shows a 15-foot water main easement on the plat, and the Engineering Department concurs that this is a sufficient width.

One of the conditions that the Planning and Zoning Commission placed on the tentative approval of the preliminary plat was the inclusion of a utility easement along the west side of the plat. Staff no longer recommends this easement, because of the placement of the existing trees within ten feet of the property line. The dedication of a utility easement in this area is likely not necessary and could jeopardize the existence of these trees.

The final plat is prepared with the assumption that MDU will have full ownership of the entire area. Although the transfer has not occurred, the intent is for

the City to transfer the property at some point after final approval of the plat but before recordation.

Required Findings of Fact

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission.
3. The proposed subdivision generally conforms to the 2014 Fringe Area Road Master Plan, as amended;
4. The stormwater management plan for the subdivision has been approved by the City Engineer;
5. The requirements of the neighborhood parks and open space policy have been waived by the Bismarck Parks and Recreation District;
6. The proposed subdivision plat includes sufficient easements and rights-of-way to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision.
7. 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 proposed subdivision at the time the property is developed;
8. The proposed subdivision is not located in an area that is subject to flooding, an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, and/or an area that is topographically unsuited for development;
9. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
10. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
11. The proposed subdivision would not adversely affect the public health, safety and general welfare.

Staff Recommendation

Based on the above findings, staff recommends approval of the final plat for MDU Bismarck Northwest Addition, with the following condition:

1. All of the land in the proposed plat will be owned by MDU Resources Group, Inc prior to recordation of the plat.

Staff also recommends the granting of a waiver of the requirement to provide a fifteen (15) foot buffer on

the south and east portions of the plat in Section 14-03-07(15)(a)(6) due to the non-residential character of the adjoining parcels.

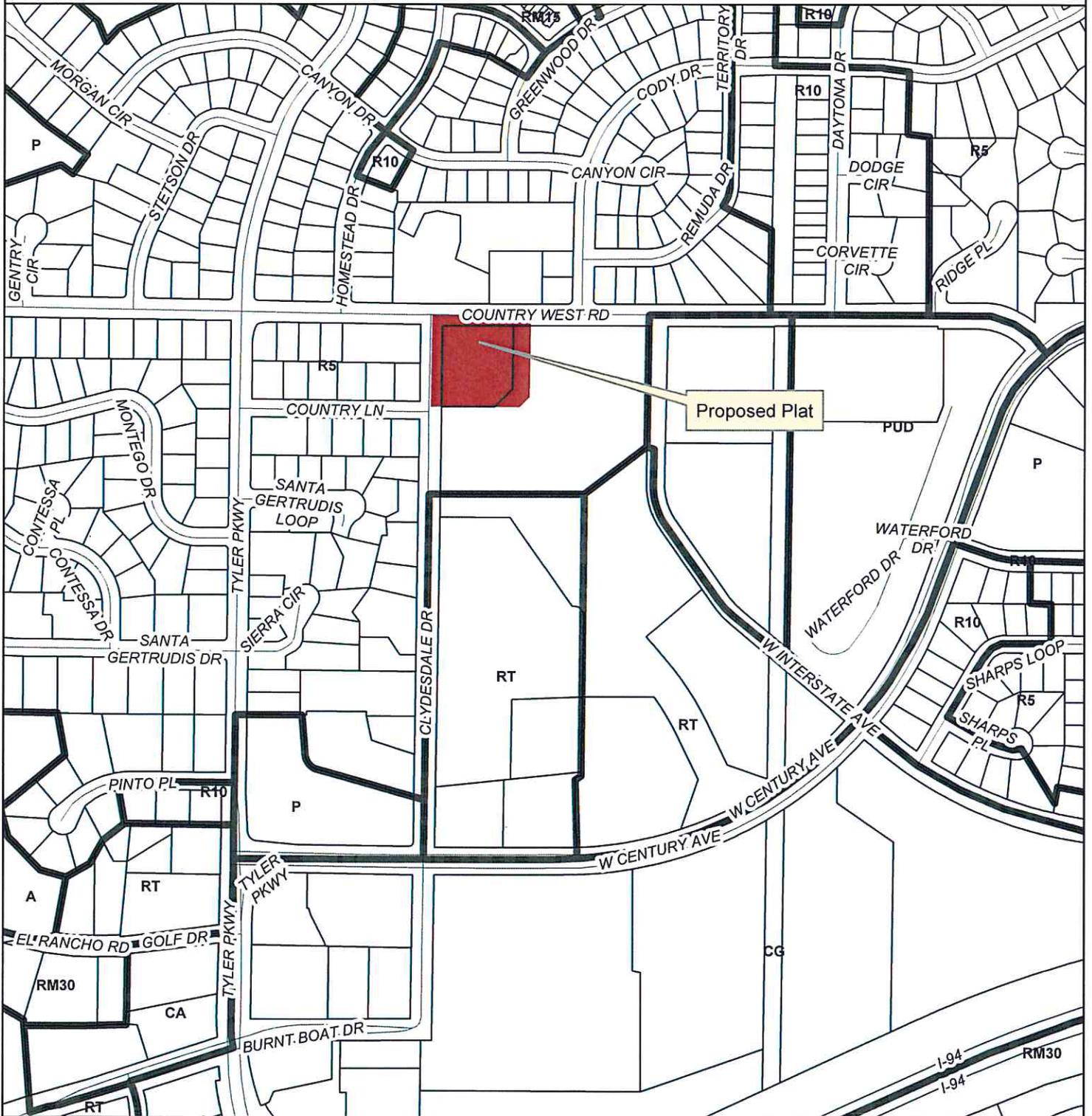
Attachments

1. Location Map
2. Reduction of the Final Plat
3. Reduction of Preliminary Plat

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

Proposed Plat

MDU Bismarck Northwest Addition



June 27, 2016 (h1b)

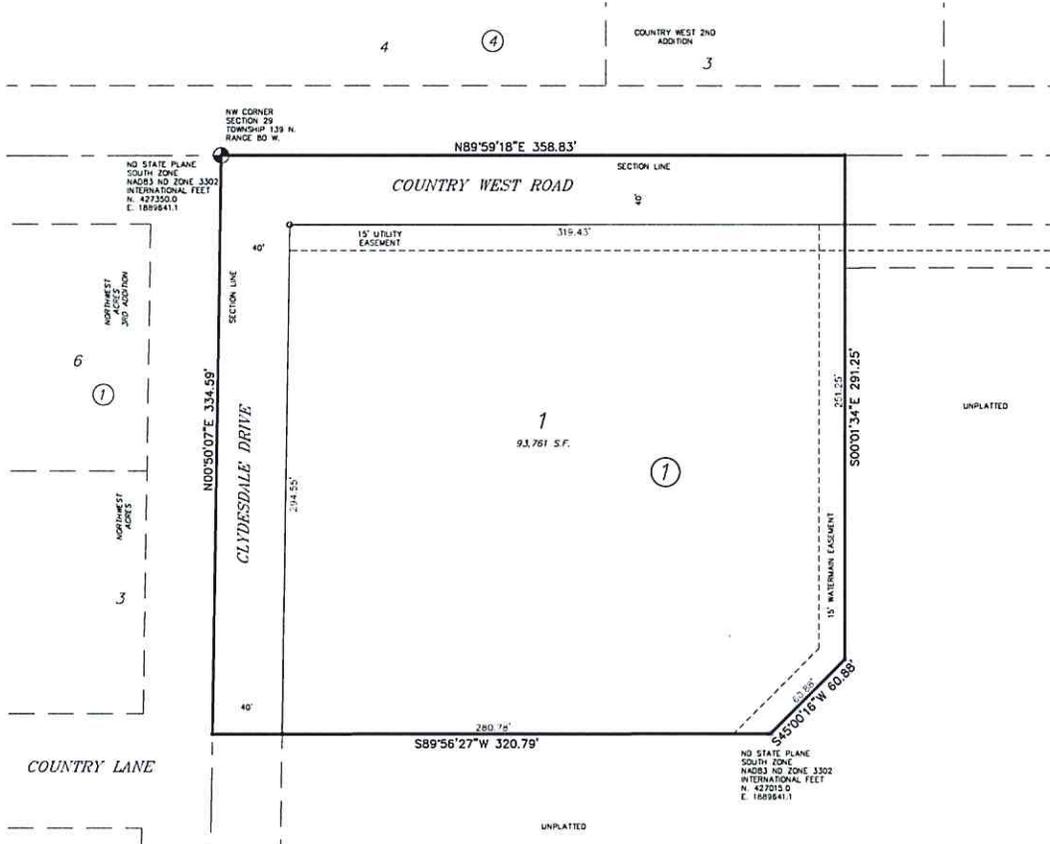
This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.



MDU BISMARCK NORTHWEST ADDITION

PART OF THE NW 1/4 OF SECTION 29, TOWNSHIP 139 NORTH, RANGE 80 WEST

OF THE 5TH PRINCIPAL MERIDIAN
BISMARCK, BURLEIGH COUNTY,
NORTH DAKOTA



NOTES

STATE OF NEBRASKA
NORTH DAKOTA STATE PLANE, SOUTH ZONE BY
CITY ORDINANCE

COORDINATE DATA
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM
NAD 83 SOUTH ZONE
ADJUSTMENT OF 1986
UNITS ARE INTERNATIONAL FEET

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

○ MONUMENT TO BE SET
◉ MONUMENTS IN PLACE



AREA

LOTS	43,791 S.F.	2.15 ACRES
STREETS	24,148 S.F.	0.55 ACRES
TOTAL	67,939 S.F.	2.75 ACRES

DESCRIPTION

MDU BISMARCK NORTHWEST ADDITION, PART OF THE NW 1/4 OF SECTION 29, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, BISMARCK, BURLEIGH COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NW 1/4; THENCE NORTH BY DEGREES 59 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID NW 1/4, A DISTANCE OF 358.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTE 24 SECONDS EAST, A DISTANCE OF 291.25 FEET; THENCE SOUTH 45 DEGREES 30 MINUTES 50 SECONDS WEST, A DISTANCE OF 109.68 FEET; THENCE SOUTH BY DEGREES 58 MINUTES 27 SECONDS WEST, A DISTANCE OF 320.78 FEET TO THE WEST LINE OF SAID NW 1/4; THENCE NORTH BY DEGREES 30 MINUTES 07 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 334.59 FEET TO THE POINT OF BEGINNING. THE ABOVE TRACT CONTAINS 2.75 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTEZ, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON 08/10/2016. THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEOMETRIC DETAILS ARE CORRECT.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

SWENSON, HAGEN & CO. P.C.
209 BUCK AVENUE
BISMARCK, NORTH DAKOTA 58504

TERRY BALTEZ
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3595

ON THIS 10 DAY OF AUGUST, 2016, BEFORE ME PERSONALLY APPEARED TERRY BALTEZ, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATENCE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2016

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, ON THE 10 DAY OF AUGUST, 2016, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND IN ACCORDANCE WITH THE SAID PLANNING COMMISSION. IT IS WITNESSED WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

WAYNE LEE YEAGER - CHAIRMAN CARL D. HOKENSTAD - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE CHANGES AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 10 DAY OF AUGUST, 2016.

ATTEST
KEITH J. HUNKLE - CITY ADMINISTRATOR

APPROVAL OF CITY ENGINEER

I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE MDU BISMARCK NORTHWEST ADDITION, BISMARCK, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

GABRIEL J. SCHELL
CITY ENGINEER

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MONTANA DAKOTA UTILITIES COMPANY, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN HEREON, HAS CALLED THIS PROPERTY DESCRIBED HEREIN TO BE SURVEYED AND PLATTED AS MDU BISMARCK NORTHWEST ADDITION, BISMARCK, NORTH DAKOTA, AND DOES HEREBY DEDICATE STREETS AS SHOWN HEREON, INCLUDING ALL TRENCH, COLLECTORS, WATER AND OTHER PUBLIC UTILITY LINES WHICH SHOWN HEREON OR NOT TO THE PUBLIC USE AND VIEW.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

THEY FURTHERMORE DEDICATE UNTO THE CITY OF BISMARCK "WATERMAIN EASEMENTS" TO RUN WITH THE LAND TO CONSTRUCT, OPERATE, MAINTAIN, AND REPAIR WATER FACILITIES UNDER OR UPON THE REAL PROPERTY HEREIN.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

MONTANA DAKOTA UTILITIES COMPANY
400 NORTH FOURTH STREET
BISMARCK, ND 58501

ON THIS 10 DAY OF AUGUST, 2016, BEFORE ME PERSONALLY APPEARED _____ AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____



AUG 10 2016

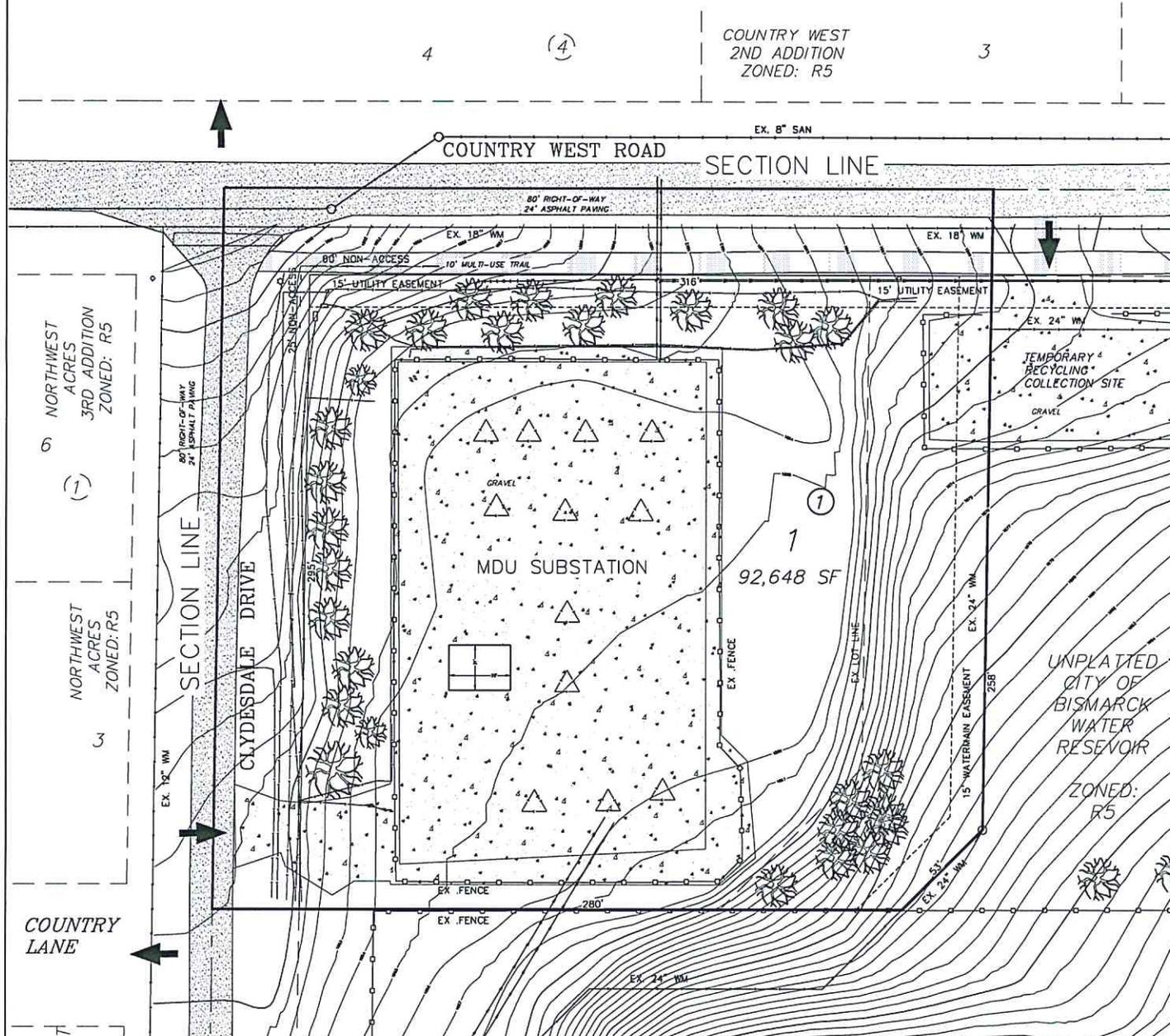
MDU BISMARCK NORTHWEST ADDITION

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 29,
TOWNSHIP 139 NORTH, RANGE 80 WEST

BISMARCK, NORTH DAKOTA



LOCATION MAP



2.70 ACRES
EXISTING ZONING: R5
1 LOT

OWNER: MDU CO.
ADDRESS: 400 N. 4TH ST
BISMARCK, ND 58501
PHONE: (701) 222-7665

UNPLATTED
CITY OF
BISMARCK
WATER
RESEVOIR
ZONED:
R5



VERTICAL DATUM: NAVD 88
JULY 12, 2016

SWENSON, HAGEN & COMPANY P.C.
1975 Main Avenue
Bismarck, North Dakota 58501
Phone (701) 222-7665
Fax (701) 222-7666

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



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2016
FROM: Carl D. Hokenstad, AICP, Director of Community Development
ITEM: Woodland Third Subdivision – Final Plat

REQUEST

Duane and Carla Vetter are requesting approval of a final plat for Woodland Third Subdivision. The action would create one rural residential lot for the development of a new single-family residence.

The property is located south of Bismarck in the extraterritorial area, along the east side of 12th Street SE between 48th Avenue SE and Oahe Bend Drive.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

The Planning & Zoning Commission held a public hearing on this request on August 24, 2016.

No members of the public spoke at the public hearing.

At the conclusion of the hearing, and based on the findings contained in the staff report, the Planning & Zoning Commission unanimously recommended approval of the final plat for Woodland Third Subdivision.

RECOMMENDED CITY COMMISSION ACTION

Consider the request for approval of the final plat for Woodland Third Subdivision and take final action on the request.

STAFF CONTACT INFORMATION

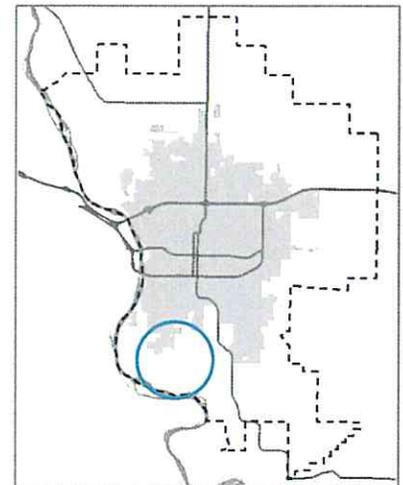
Please contact Jenny Wollmuth, CFM, the planner in our office assigned to this request, at 355-1845 or jwollmuth@bismarcknd.gov, or Kim L. Lee, AICP, Planning Manager, at 355-1846 or klee@bismarcknd.gov. Planning Manager Kim Lee will present this item at the meeting.

Application for: Major Subdivision Final Plat

TRAKiT Project ID: FPLT2016-006

Project Summary

<i>Title:</i>	Woodland Third Subdivision
<i>Status:</i>	Planning & Zoning Commission – Public Hearing
<i>Owner(s):</i>	Duane and Carla Vetter
<i>Project Contact:</i>	Landon Niemiller, Swenson, Hagen & Co.
<i>Location:</i>	South of Bismarck, between 48 th Avenue SE and Oahe Bend Drive, along the east side of 12 th Street SE.
<i>Project Size:</i>	2.27 acres
<i>Request:</i>	Plat property for development of one rural residential lot.



Site Information

Existing Conditions		Proposed Conditions	
<i>Number of Lots:</i>	Part of one parcel	<i>Number of Lots:</i>	1 lot in 1 block
<i>Land Use:</i>	Undeveloped	<i>Land Use:</i>	Single-family rural residential
<i>Designated GMP Future Land Use:</i>	Conventional Rural Residential	<i>Designated GMP Future Land Use:</i>	Conventional Rural Residential
<i>Zoning:</i>	RR – Residential	<i>Zoning:</i>	RR – Residential
<i>Uses Allowed:</i>	RR – Large lot single-family residential and limited agriculture	<i>Uses Allowed:</i>	RR – Large lot single-family residential and limited agriculture
<i>Max Density Allowed:</i>	RR – 1 unit per 65,000 square feet	<i>Max Density Allowed:</i>	RR – 1 unit per 65,000 square feet

Property History

<i>Zoned:</i>	Pre-1980	<i>Platted:</i>	N/A	<i>Annexed:</i>	N/A
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Staff Analysis

The Planning and Zoning Commission at their meeting of July 27, 2016 recommended tentative approval of the proposed plat.

Approval of the proposed subdivision is being requested for the future development of a single rural residential lot.

The proposed subdivision is located within the Special Flood Hazard Area (SFHA) or 100-year floodplain.

(continued)

Development of the site, including construction of the proposed single-family dwelling, must comply with Section 14-03-09 of the City Code of Ordinances (FP – Floodplain District).

Required Findings of Fact

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was tentatively approved by the Planning and Zoning Commission;
3. The proposed subdivision generally conforms to the 2014 Fringe Area Road Master Plan, as amended;
4. The stormwater management plan for the subdivision has been approved by the City Engineer with written concurrence from the County Engineer;
5. The provision of neighborhood parks and open space is not needed because the proposed final plat is not an urban subdivision with residential zoning districts;
6. The proposed subdivision plat includes sufficient easements and rights-of-way to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision;
7. 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 proposed

subdivision at the time the property is developed;

8. The proposed subdivision is located within the Special Flood Hazard Area (SFHA) or 100-year floodplain. However, the subdivision is proposed to be developed according to existing ordinance requirements pertaining to development in the floodplain and therefore, the proposed development would not adversely impact water quality and/or environmentally sensitive lands;
9. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
10. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
11. The proposed subdivision would not adversely affect the public health, safety and general welfare.

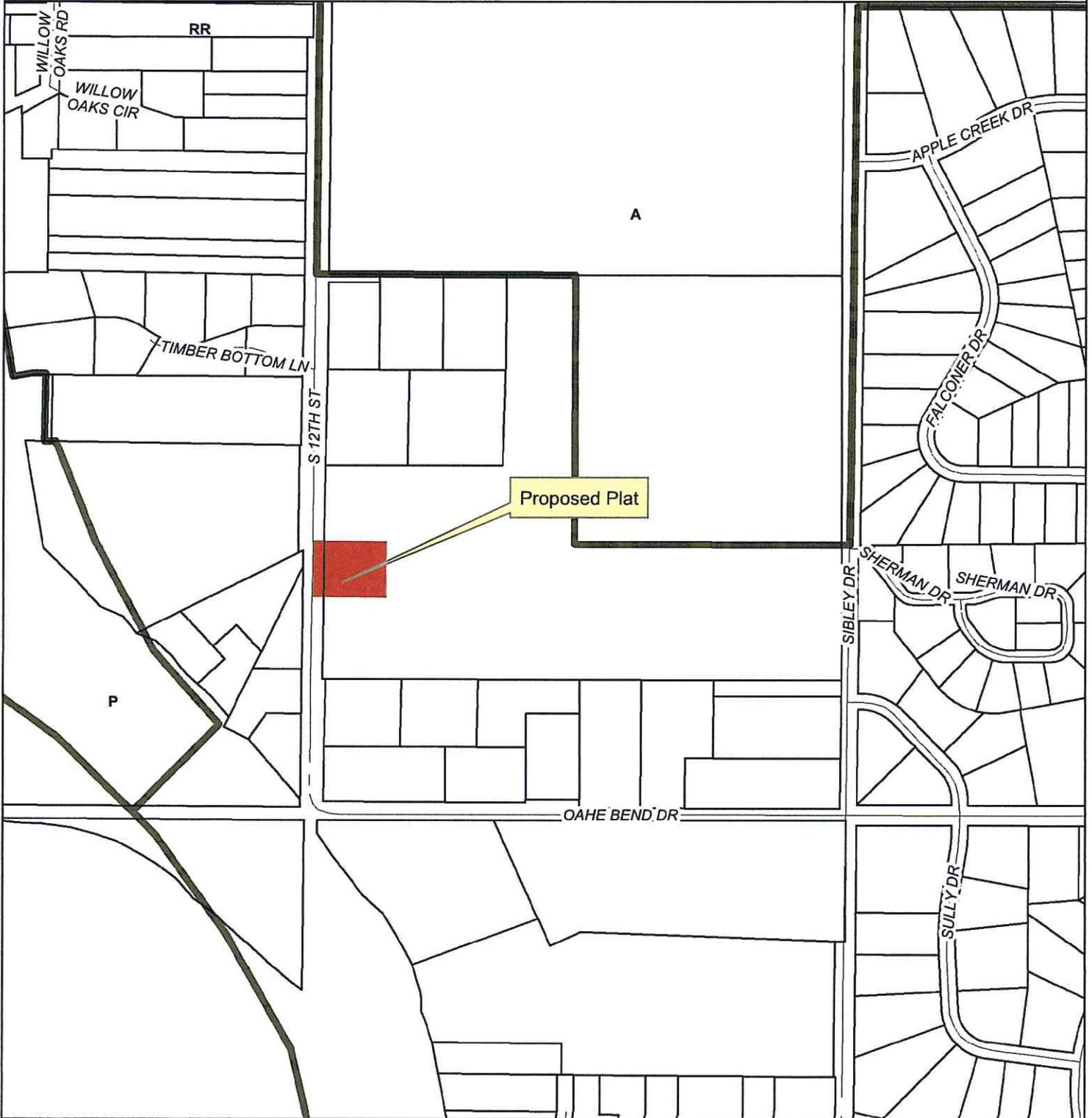
Staff Recommendation

Based on the above findings, staff recommends approval of the final plat for Woodland Third Subdivision.

Attachments

1. Location Map
2. Reduction of Final Plat
3. Reduction of Preliminary Plat

Proposed Plat Woodland Third Subdivision



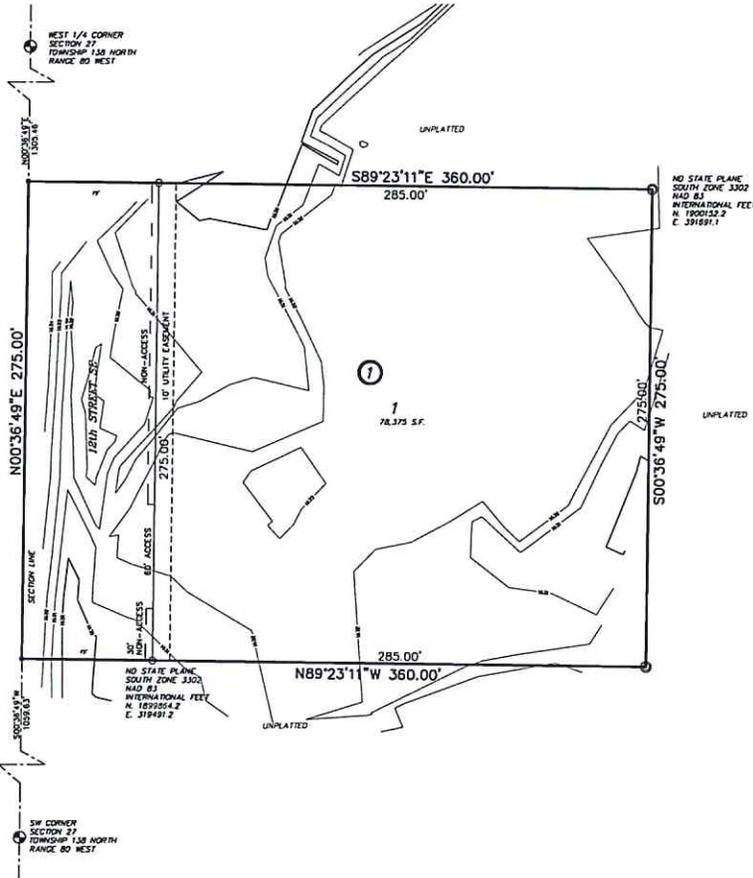
June 27, 2016 (h1b)

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



WOODLAND THIRD SUBDIVISION

PART OF THE SW 1/4 OF SECTION 27, TOWNSHIP 138 NORTH, RANGE 80 WEST
OF THE 5TH PRINCIPAL MERIDIAN
LINCOLN TOWNSHIP
BURLEIGH COUNTY, NORTH DAKOTA



SCALE: 1"=30'
AUGUST 10, 2016

NOTES
BASE OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE BY
CITY ORDINANCE
COUNTESS BEING
NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM
NAD 83 SOUTH ZONE
ADJUSTMENT OF 1989
UNITS ARE INTERNATIONAL FEET
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS
BENCHMARK:
IRON PIPE
NORTHEAST CORNER OF LOT 3 BLOCK 1
MERRILL VALLEY SUBDIVISION
ELEV. 1634.12 (NAD 83)

FLOODPLAIN INFORMATION

FROM FLOOD INSURANCE RATE MAP
SCENARIOS, FIRM, 1984
FLOOD PLAN ELEVATION-1635.0 (NAD 83)

AREA	
LOTS	78,375 SF / 1.80 ACRES
STREETS	25,825 SF / 0.57 ACRES
TOTAL	104,200 SF / 2.37 ACRES

DESCRIPTION
WOODLAND THIRD SUBDIVISION, PART OF THE SW 1/4 OF SECTION 27, TOWNSHIP 138 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN, LINCOLN TOWNSHIP, BURLEIGH COUNTY, NORTH DAKOTA DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SW 1/4, THENCE NORTH 00 DEGREES 38 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1009.63 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 49 SECONDS EAST, CONTAINING ALONG SAID WEST LINE, A DISTANCE OF 170.00 FEET, THENCE SOUTH 89 DEGREES 23 MINUTES 11 SECONDS EAST, A DISTANCE OF 360.00 FEET, THENCE SOUTH 00 DEGREES 38 MINUTES 49 SECONDS WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 170.00 FEET, THENCE NORTH 89 DEGREES 23 MINUTES 11 SECONDS WEST, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.
THE ABOVE TRACT CONTAINS 2.37 ACRES, MORE OR LESS.

APPROVAL OF CITY PLANNING COMMISSION
THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BISMARCK, NORTH DAKOTA, ON THE _____ DAY OF _____, 2016, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF BISMARCK AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF BISMARCK.

RAYNE LEE YEAGER - CHAIRMAN

CARL D. HORNSTAD - SECRETARY

APPROVAL OF BOARD OF COUNTY COMMISSIONERS
THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE ORDINANCES AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF BURLEIGH COUNTY, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.
THE FOREGOING ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF BURLEIGH COUNTY, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 2016.

ATTEST: KEVIN J. GLATT - COUNTY AUDITOR

BRIAN BITTNER - CHAIRMAN

SURVEYOR'S CERTIFICATE
I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON FEBRUARY 2, 2016, THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

TERRY BALTZER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3393

APPROVAL OF BOARD OF CITY COMMISSIONERS
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT, HAS APPROVED THE ORDINANCES AS SHOWN ON THE PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF BISMARCK, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATING WITHIN THE BOUNDARY OF THE PLAT.
THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 2016.

ATTEST: _____
KEITH J. HANKE - CITY ADMINISTRATOR

OWNERS' CERTIFICATE & DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT DUANE WETTER, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY SHOWN HEREON HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "WOODLAND THIRD SUBDIVISION", BURLEIGH COUNTY, NORTH DAKOTA, AND DOES SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWERS, DRAINS, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.
THEY ALSO DEDICATE EASEMENTS TO THE CITY OF BISMARCK TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES ON OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)
SHENSON, HAGEN & CO. P.C.
808 BASH AVE. N.E.
BISMARCK, ND 58004

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATENCE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 2016

APPROVAL OF CITY ENGINEER
I, GABRIEL J. SCHELL, CITY ENGINEER OF THE CITY OF BISMARCK, NORTH DAKOTA, HEREBY APPROVE "WOODLAND THIRD SUBDIVISION", BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

GABRIEL J. SCHELL
CITY ENGINEER

STATE OF _____)
COUNTY OF _____)

DUANE WETTER
8015 SE 15TH ST
BISMARCK, ND 58004

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED DUANE WETTER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

STATE OF _____)
COUNTY OF _____)

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

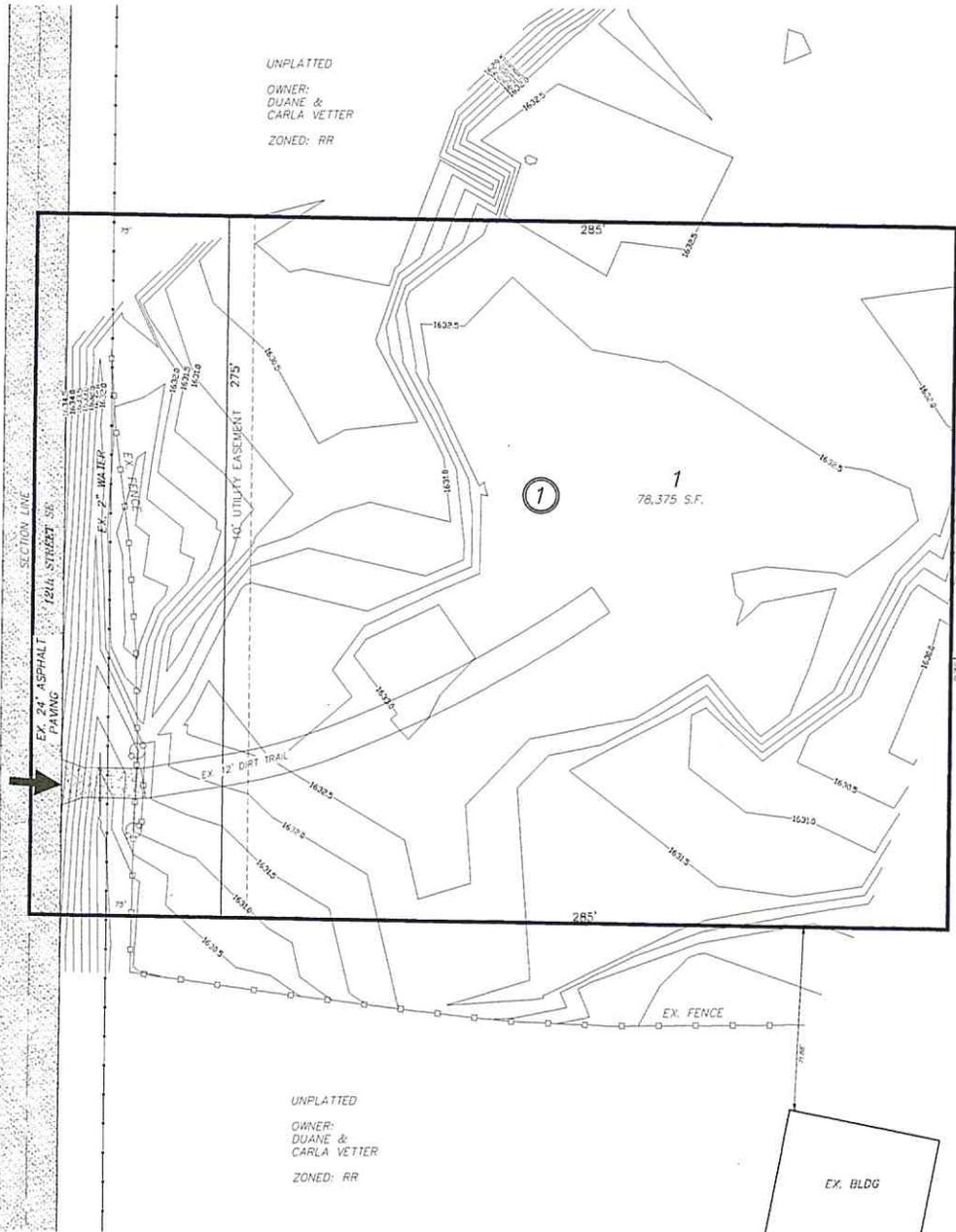
APPROVAL OF COUNTY ENGINEER
I, MARCUS HALL, COUNTY ENGINEER OF BURLEIGH COUNTY, NORTH DAKOTA, HEREBY APPROVE "WOODLAND THIRD SUBDIVISION", BURLEIGH COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

MARCUS HALL, COUNTY ENGINEER



WOODLAND THIRD SUBDIVISION

PART OF THE SW 1/4 OF SECTION 27, TOWNSHIP 138 NORTH, RANGE 80 WEST
BURLEIGH COUNTY, NORTH DAKOTA



UNPLATTED
OWNER:
DUANE &
CARLA VETTER
ZONED: RR

UNPLATTED
OWNER:
DUANE &
CARLA VETTER
ZONED: RR

UNPLATTED
OWNER:
DUANE &
CARLA VETTER
ZONED: RR



LOCATION MAP

1.8 ACRES
EXISTING ZONING: RR
1 LOT

OWNER: DUANE VETTER
ADDRESS: 6021 SE. 12TH ST
BISMARCK, ND 58501
PHONE: (701) 223-4924

FLOOD PLAIN:
FIRM MAP NUMBER: 38015C0960D
100 YR. FLOOD PLAIN ELEV: 1633.7



SCALE - 1" = 20'
VERTICAL DATUM: NAD 88
JUNE 20, 2016



COMMUNITY DEVELOPMENT DEPARTMENT

DATE: September 6, 2016
FROM: Carl D. Hokenstad, AICP, Director of Community Development
ITEM: Valley Drive to East Valley Drive Street Name Change

REQUEST

The City of Bismarck is proposing to change the name of that portion of Valley Drive, east of the intersection with Tyler Parkway, to East Valley Drive, for the purpose of resolving confusion between addresses along this roadway to meet emergency response needs.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

Street name changes are approved directly by City Commission, without recommendation from any appointed board.

A public meeting was held on May 9, 2016 and all effected property owners were invited. Additionally, letters were sent to all effected property owners as notification of this meeting.

RECOMMENDED CITY COMMISSION ACTION

Approve the attached resolution to change the name of Valley Drive, east of the intersection with Tyler Parkway, to East Valley Drive.

STAFF CONTACT INFORMATION

Please contact Daniel Nairn, AICP the planner in our office assigned to this request, at 355-1854 or dnairn@bismarcknd.gov, or Kim L. Lee, AICP, Planning Manager, at 355-1846 or klee@bismarcknd.gov. Planning Manager Kim Lee will present this item at the meeting.



STAFF REPORT

City of Bismarck
Community Development Department
Planning Division

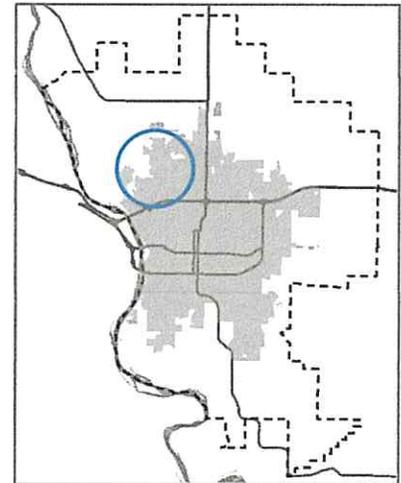
September 13, 2016

Application for: Plat Modification – Street Name Change

TRAKiT Project ID: PLMD2016-006

Project Summary

Title:	Valley Drive Street Name Change
Status:	Board of City Commissioners
Owner(s):	NA
Project Contact:	Daniel Nairn, AICP, Planner, City of Bismarck
Location:	In northwest Bismarck, the segment of Valley Drive between Tyler Parkway and Ash Coulee Drive
Project Size:	1.26 miles
Request:	Change the name of Valley Drive, east of the intersection with Tyler Parkway, to "East Valley Drive"



Staff Analysis

The Bismarck Community Development Department and the Bismarck-Mandan Combined Communications Center propose to change the name of a portion of Valley Drive to ensure that the addressing along this roadway meets emergency response needs. This action involves modifications to the following recorded plats: Country West Park, Country West XXVIII Addition, Country West XXVI Addition, and Country West XXII Addition.

For several years, the address sequence along Valley Drive has been out of order. For example, drivers wishing to locate a home on the 4100 block of Valley Drive may notice block numbers ascending as they travel westward, only to find once they reach the 3900 block that their destination is actually two miles to the east at the other end of the roadway. This could result in mistakes and delays in emergency response.

The current configuration is the result of several piecemeal changes to Valley Drive that were created as development plats were approved in this area. Over

time, the problem has grown. The Bismarck-Burleigh Combined Communications Center has identified this as a public safety issue.

The proposed solution is to rename the portion of Valley Drive east of the intersection with Tyler Parkway to "East Valley Drive." The western portion will remain "Valley Drive." This will create a clear distinction between the two segments, with the intention of alleviating any confusion of addresses between them. It will also break up the current U-shape of Valley Drive, and create two distinct roadways that roughly project in a straight line.

A total of 35 property owners would be impacted as a result of this street name change. All of these property owners were invited to a public meeting held on May 9, 2016 at the Bismarck Veterans Memorial Public Library. At the meeting, staff from Emergency Communications, Law Enforcement, Building Inspections, and Planning were available to discuss the need for the change and respond to any questions. Four homeowners were in attendance, including a representative of a

(continued)

condo association, and they expressed concerns about the difficulties involved in changing an existing address.

Required Findings of Fact

1. The street name shown on the plat of record or the name of common usage is confusing, in error or is otherwise inconsistent with other street names within the City of Bismarck or the extraterritorial jurisdiction;
2. The change or correction of the street name is consistent with the general intent and purpose of the zoning ordinance; and
3. The change or correction of the street name is consistent with the master plan, other adopted plans, policies and accepted planning practice.

Staff Recommendation

Based on the above findings, staff recommends approval of the attached resolution to change the name of Valley Drive, east of the intersection with Tyler Parkway, to "East Valley Drive".

Attachments

1. Example of letters sent to effect property owners
2. Street name change map
3. Resolution

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

«AddressBlock»

August 31, 2016

Dear Property Owner:

The purpose of this letter is to inform you that the Board of City Commissioners will consider a street name change for Valley Drive on **Tuesday, September 13, at 5:15 p.m.** in the Tom Baker Meeting Room, City-County Office Building, 221 North 5th Street, Bismarck, North Dakota. If approved, all of Valley Drive east of the intersection with Tyler Parkway will be changed to "East Valley Drive."

If approved, the current address of your property «Old_Property_Address» will be changed to «New_Property_Address».

The City of Bismarck is proposing to change the name of this portion of Valley Drive to ensure that the addressing along this roadway meets emergency response needs. For several years, the address sequence along Valley Drive has been out of order, which could lead to confusion for emergency response and general use. The Bismarck-Burleigh Combined Communications Center has identified this as a public safety issue. A total of 35 property owners would be impacted by this change.

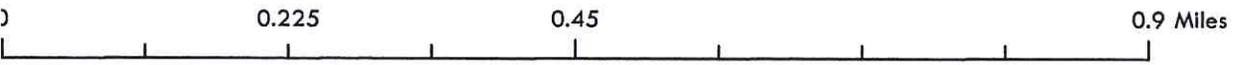
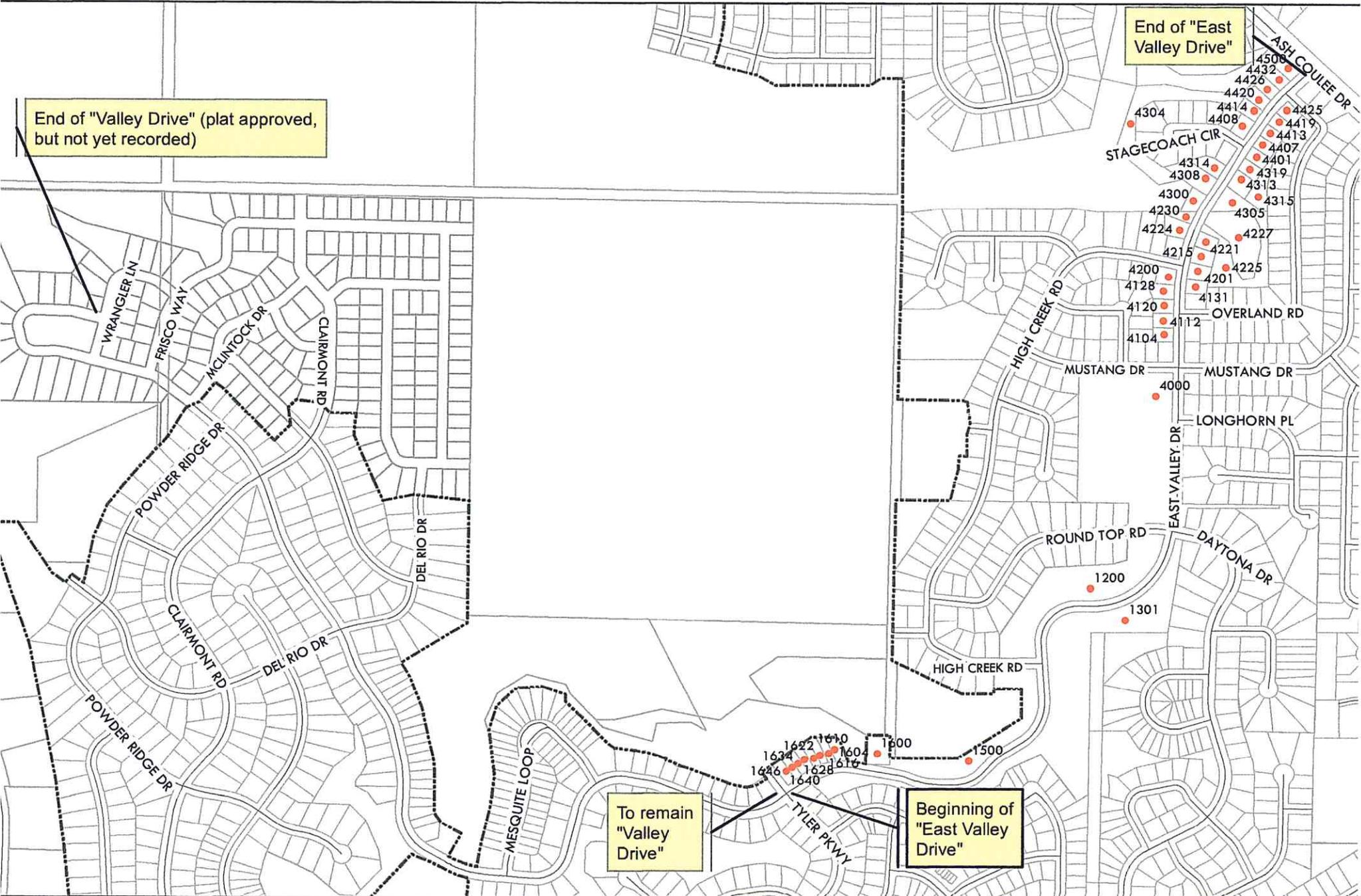
Interested persons may submit written comments regarding this request prior to the meeting to the Community Development Department ~ Planning Division, PO Box 5503, Bismarck, North Dakota 58506-5503, fax: 701- 222-6450, or e-mail - planning@bismarcknd.gov.

If you have any questions or need any additional information on this request, please contact me, the planner in our office assigned to this request, at 355-1854.

Sincerely,

Daniel Nairn
Community Development, Planner
City of Bismarck

Enc: Location Map of Addresses Proposed to Change



This map is for reference purpose only and is not intended as a survey or accurate representation of all map features.



PUBLIC WORKS – UTILITY OPERATIONS

DATE: September 8, 2016
FROM: Michelle Klose, Director Utility Operations
ITEM: Lead Service Line Replacements

REQUEST

We are receiving residential requests for replacement of lead service lines and are requesting support from the City Commission in our response.

Please place this item on the September 13, 2016 City Commission meeting.

BACKGROUND INFORMATION

We are receiving residential requests for replacement of lead service lines. These service lines are the water lines constructed and maintained by the homeowner that extend from the city water main to the water meter within the home.

The city is in compliance with the Lead and Copper Rule which is part of the Safe Drinking Water Act. We completed our latest round of testing within the last two weeks. Lead testing has been ongoing for many years, however there has been greater interest raised more recently with the national attention in Flint, Michigan. EPA and the North Dakota Department of Health are expecting increased monitoring and a lowering of compliance levels for lead within the service lines of homes. The EPA has a compliance level of 0.015mg/L and a goal level of 0mg/L for human consumption, so this is considered a health and safety issue.

RECOMMENDED CITY COMMISSION ACTION

If homeowners choose to replace their lead service lines, Utility Operations is recommending allowing the lead service line replacement cost to be assessed. The curb stop repair fee could also be used to cover the portion of the lead service line replacement between the city water main and the curb stop.

STAFF CONTACT INFORMATION

Michelle Klose 355-1700