



**AGENDA
CITY COMMISSION
SEPTEMBER 16, 2025
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

The public may access the LIVE meeting at:

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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Quarterly Employee Anniversary Recognition
2. New Employee Introductions
 - a. Police Department New Employee Introductions
 - b. Public Works Jace Rebel
3. Construction Update
4. *Water Main Breaks*
5. *Please remove campers/trailers from streets*
6. *Art Alley Update*

D. PUBLIC COMMENT

1. The Mandan City Commission values public input. To speak, submit a completed speaker card before the meeting begins. Comments must relate to an item on the current or previous meeting agenda. Speakers have 3 minutes each, in the order cards are received. The total comment period is limited to 30

minutes.

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the September 2, 2025 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

1. Public hearing scheduled at 6 p.m. for Ordinance No. 1473 (2026 Budget)
2. Consider a preliminary plat for Evergreen Heights Fifth Addition

H. BIDS

1. Consider bids for Shores at Lakewood Phase 2 Storm Sewer Improvements

I. CONSENT AGENDA

1. Consider approval of monthly bills
2. Consider approval of the Lexipol Master Service Agreement
3. Consider a 2024 Veterans Credit Abatement for Schatz
4. Consider approval of the raffle permit for Mandan Boys Soccer Booster Club
5. Consider a minor plat for Ideal Image Addition
6. Consider amendments to the Retirement Plan to update eligibility and add Roth option
7. Consider approval of City's Financial Policies
8. Consider appointment of alternate Municipal Court Judges
9. Consider entering into an encroachment agreement with Intermountain Infrastructure Group
10. Consider approval of the Motorola Solutions Body Cam Agreement
11. Consider construction & maintenance agreement with the North Dakota Department of Transportation and Burlington Northern Santa Fe (BNSF) for the Memorial Highway Project

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider approval of the verification of five Special Assessment Districts:
 - i. Street Improvement District #231, 8th Ave NW
 - ii. Street Improvement District #235, Street Rehabilitation 2024
 - iii. Trail Improvement District #1, Highway 6 Trail
 - iv. Trail Improvement District #2, Old Red Trail Shared Use Path Mill & Overlay
 - V. Water & Sewer District #64, Northwest Trunk Sewer
2. Consider Class A Liquor License transfer from Lonesome Dove Bar to Missouri Riverboat, Inc.
3. Consider entering into a 3-way agreement with TRX developers for the construction of water and sewer related to Shores at Lakewood Phase 2
4. Consider selecting engineering firms for the following projects:
 - a. Mandan Proper NW
 - b. Master Lift Station Interim Improvements
 - c. Street Rehabilitation 2026 - 3A
5. Consider petition of Street Improvement District for Shores at Lakewood Phase II
6. Consider bid advertisement for Street Improvement District (SID) 240

L. RESOLUTIONS AND ORDINANCES

1. Second and final consideration of Ordinance No. 1476, relating to traffic and vehicles
2. Introduction and first consideration of Ordinance No. 1477, Relating to Retirement Plan Eligibility

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - October 7, 2025 at 5:30 p.m.
 - October 21, 2025 at 5:30 p.m.

- November 4, 2025 at 5:30 p.m.

O. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 27, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Quarterly Employee Anniversary Recognition

STATEMENT/PURPOSE:

To recognize work anniversaries of quarter three.

BACKGROUND/ALTERNATIVES:

Employees who have completed three, five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, or fifty years of employment with the City will be recognized and receive a service award each quarter.

3 years:

Angela Black - K9 Police Officer
Steven Anhalt - PT Firefighter/EMT
Tyler Bahm - Mechanic
Colton Ternes - Equipment Operator II
Adam Elletson - Equipment Operator II - Forestry
Brenton Beckler - Senior Building Worker

5 years:

Brenda Johnson - Senior Real Property Appraiser
Lindsay Gerhardt - Airport Manager

15 years:

Chad Nicklos - Firefighter/EMT

The City of Mandan would like to congratulate the following employees for their years of service. These employees will also be receiving an email on Wednesday to redeem their service award gift.

ATTACHMENTS:

None

FISCAL IMPACT:

Six employees were awarded three years of service recognition gift not to exceed twenty-five dollars.

Two employees were awarded five years of service recognition gift not to exceed a value fifty dollars.

One employees were awarded fifteen years of service recognition gift not to exceed a value of one hundred and fifty dollars.

The total fiscal impact of the second quarter will be \$350.00

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

Recognition only. No action required.

SUGGESTED MOTION:

Recognition only. No action required.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 9, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Introduction of Police Department New Employees
a. Tucker Williams (Patrol Officer)
b. Allison Preszler (Code Enforcement Officer)
c. Andrea Anderson (Code Enforcement Officer)

STATEMENT/PURPOSE:

None

BACKGROUND/ALTERNATIVES:

None

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

None

RECOMMENDATION:

None

SUGGESTED MOTION:

None

The Mandan City Commission met in regular session at 5:00 PM on September 2, 2025 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assistant Finance Director Schulz, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Free Fall Landfill Week for Mandan Residents September 15-20.* Public Works Director O'Keefe presented.

2. *Construction Update.* City Engineer Wigness presented.

D. PUBLIC COMMENT

1. *The Mandan City Commission values public input. To speak, submit a completed speaker card before the meeting begins. Comments must relate to an item on the current or previous meeting agenda. Speakers have 3 minutes each, in the order cards are received. The total comment period is limited to 30 minutes..* There was no one in attendance for the public comment portion of the meeting, and no comments were received prior to the meeting.

E. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. MINUTES

1. *Consider Approval of the August 19, 2025 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approval of consent agenda items 1-10 including all subitems as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider approval of the special event permit for Mandan Progress Annual Dinner (Invitation Only).*

2. *Consider approval of the City's Capital Improvement Plan.*

3. *Consider a driveway variance for 4008 35th Ave NW.*

4. *Consider Abatements:.*

a. *Dittus 2023-2024 Veterans Credit Abatements.*

- b. *2023-2025 Abatements for Gas U Up LLC.*
- 5. *Consider closing City of Mandan administrative offices the day after Thanksgiving, Christmas, and New Years.*
- 6. *Consider Change Order 3 for the 2025 Reconstruction Project (Monte Drive).*
- 7. *Consider approval of the following raffle permits:.*
 - a. *Josh Chaffin Organ Transplant Benefit.*
 - b. *Mandan Cheer Team.*
- 8. *Consider applying for the 2028 Transportation Alternative grant for 1806 pedestrian Trail Improvements.*
- 9. *Consider general contract change order 9 for the Raw Water Intake project.*
- 10. *Consider approval of the special event permit for the North Dakota Rough Rider Cup.*

J. OLD BUSINESS

K. NEW BUSINESS

- 1. *Brady Martz to present the results of the 2024 audit.* Mindy Piatz (Brady Martz) presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve the results of the 2024 audit. Roll Call vote: Aye 5, Nay 0. The motion passed.
- 2. *Consider Approval of Proposed Infant at Work Policy.* HR Director Berger presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the Infant at Work Policy as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
- 3. *Consider Lead Service Line Inventory task orders.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Braun seconded to approve to enter into Task Orders 11 and 12 with AE2S, and authorize the use of City Utility funds to pay for these services. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

- 1. *Second and final consideration of Ordinance No. 1474 to create new Article 7 to Chapter 2 of the Mandan Code of Ordinances relating to the authorization of annual appropriations bonds.* Finance Director Welch presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the second and final consideration of Ordinance No. 1474 to create new Article 7 to Chapter 2 of the Mandan Code of Ordinances relating to the authorization of annual appropriations bonds. Roll Call vote: Aye 5, Nay 0. The motion passed.
- 2. *Second and final consideration of Ordinance No. 1475 to amend and re-enact Section 12-8-1 and 12-8-9 of the Mandan Code of Ordinances, relating to Cigar Lounges.* City Administrator Neubauer presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve Ordinance No. 1475, which amends and re-enacts Section 12-8-1 and 12-8-9 of the Mandan Code of Ordinances. Roll Call vote: Aye 5, Nay 0. The motion passed.
- 3. *Introduction and first consideration of Ordinance No. 1476, relating to traffic and vehicles.* Attorney Oster presented. Commissioner Rohr moved and Commissioner Braun seconded to approve the introduction and first consideration of Ordinance No. 1476 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
- 4. *Consider a resolution authorizing an SRF loan application for lead service replacement*

projects. City Engineer Wigness presented. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the resolution, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *September 16, 2025 at 5:30 p.m.*
- *October 7, 2025 at 5:30 p.m.*
- *October 21, 2025 at 5:30 p.m.*

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O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 5:46 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 21, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
Justin Schulz, Assistant Finance Director
SUBJECT: Public hearing for 2026 Budget

STATEMENT/PURPOSE:

To conduct a public hearing for Ordinance No. 1473 (2026 Budget).

BACKGROUND/ALTERNATIVES:

The Budget & Finance Committee consists of the following members:

- > Jim Froelich, Mayor (Finance Portfolio)
- > Jim Neubauer, City Administrator
- > Greg Welch, Finance Director
- > Justin Schulz, Assistant Finance Director

During 2025, the City Commission conducted several working sessions with department managers to review and discuss the City's long-term plans (2026 to 2030) for personnel, machinery & equipment, public facilities, and infrastructure. The Budget & Finance Committee reviewed, discussed, and presented funding recommendations to the City Commission for the City's long-term plans.

May 2025 – Department managers submitted operating budget worksheets to the finance department.

June 2025 – Finance department reviewed and updated the revenue, expense, and fund balance projections for the 2025 Budget.

July 2025 – Budget & Finance Committee reviewed and discussed recommendations for the preliminary 2026 Budget.

August 5, 2025 – City Commission approved the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 adopting the preliminary

2026 Budget.

On or before August 11, 2025 – City to provide a notice of the public budget hearing date to the Morton County Auditor.

September 16, 2025 – City Commission to conduct a public budget hearing at 6:00 p.m.

October 7, 2025 – City Commission to approve the second and final consideration of Ordinance No. 1473 adopting the final 2026 Budget and making the annual tax levy for the year 2025.

On or before October 10, 2025 – City to submit a certified copy of the levy as adopted and a certified copy of the final 2026 Budget to the Morton County Auditor.

The preliminary 2026 Budget is posted on the City's website at cityofmandan.com.

ATTACHMENTS:

1. Ordinance No. 1473

FISCAL IMPACT:

- > Expenses = \$41.3M
- > Transfers = \$12.6M
- > City property taxes levied = \$9.0M

House Bill 1176 limits a taxing district, such as the City of Mandan, to a maximum increase to the district's total property tax levy on existing property at 3%. The bill has several exemptions, with the most prevalent being an exemption for new growth. Training was recently held by representatives from the State of North Dakota, North Dakota Association of Counties and North Dakota League of Cities, to help each taxing district understand the bill and how to properly compute the maximum allowable amounts. It is important to remember that the maximum cap is on the taxing district's total property tax levy –not on each individual property.

The increase in property taxes for a residential property valued at \$300,000 plus a 3.5% (average) valuation increase and based on the City's projected mill rate = \$8 or \$3 per \$100,000 in valuation.

City staff and officials are currently reviewing the utility rates and charges for 2026 and future years. The impact to utility bill customers has not been determined at this time. An update will be provided before the end of 2025.

STAFF IMPACT:

The City's annual budget process is coordinated by the finance department under the direction of the Budget & Finance Committee.

LEGAL REVIEW:

The City is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION:

To close the public hearing for Ordinance No. 1473 (2026 Budget).

SUGGESTED MOTION:

I move to close the public hearing for Ordinance No. 1473 (2026 Budget).

ORDINANCE NO. 1473

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2025.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, 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 expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES & BENEFITS	OPERATIONS & MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 14,815,335	\$ 4,622,520	\$ -	\$ 700,392	\$ 20,138,247	\$ 26,044
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,973
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 171,745	\$ -	\$ -	\$ 171,745	\$ -
CEMETERY FUND	\$ 108,817	\$ 56,850	\$ -	\$ -	\$ 165,667	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 76,187	\$ -	\$ -	\$ 76,187	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 4,550	\$ -	\$ -	\$ 4,550	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 195,000	\$ -	\$ -	\$ 195,000	\$ 3,765,400
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 273,198	\$ -	\$ -	\$ 273,198	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 241,213	\$ -	\$ 241,213	\$ -
0.5% CITY SALES TAX FUND	\$ -	\$ 792,080	\$ -	\$ 245,700	\$ 1,037,780	\$ 452,405
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ 820,634	\$ 820,634	\$ 150,352
MANDAN GROWTH FUND	\$ 258,318	\$ 77,100	\$ -	\$ -	\$ 335,418	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -
HEALTH & SAFETY FUND	\$ -	\$ 127,400	\$ -	\$ -	\$ 127,400	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 67,525	\$ -	\$ 67,525	\$ 12,640
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 6,154,298	\$ -	\$ 6,154,298	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 134,050	\$ -	\$ -	\$ 134,050	\$ -
WATER & SEWER UTILITY FUND	\$ 2,418,886	\$ 2,040,200	\$ 3,148,640	\$ 289,800	\$ 7,897,526	\$ 6,840,000
SOLID WASTE UTILITY FUND	\$ 451,609	\$ 2,444,050	\$ -	\$ -	\$ 2,895,659	\$ -
STREET LIGHT UTILITY FUND	\$ -	\$ 326,000	\$ -	\$ -	\$ 326,000	\$ -
CITY SHOP FUND	\$ -	\$ 192,300	\$ -	\$ -	\$ 192,300	\$ -
TOTAL	\$ 18,052,965	\$ 11,534,230	\$ 9,611,676	\$ 2,056,526	\$ 41,255,397	\$ 12,607,814
MORTON MANDAN PUBLIC LIBRARY	\$ 965,468	\$ 236,220	\$ -	\$ 4,000	\$ 1,205,688	\$ 20,000
MANDAN AIRPORT AUTHORITY	\$ 132,800	\$ 175,900	\$ 105,595	\$ 1,017,895	\$ 1,432,190	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2025 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 7,267,820
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ 79,935
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 285,012
MORTON MANDAN PUBLIC LIBRARY	\$ 757,544
MANDAN AIRPORT AUTHORITY	\$ 568,594
TOTAL	<u>\$ 8,958,905</u>

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.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 5, 2025
Second Consideration: October 7, 2025
Final Passage and Adoption: October 7, 2025



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel Laqua
SUBJECT: Consider a preliminary plat for Evergreen Heights Fifth Addition.

STATEMENT/PURPOSE:

Consider Preliminary Plat for Evergreen Heights Fifth Addition – This item was TABLED at the July Planning and Zoning Commission meeting and was APPROVED WITH CONDITIONS at the August Planning and Zoning Commission meeting.

BACKGROUND/ALTERNATIVES:

This proposed preliminary plat is located north of 19th St SE and east of 14th Ave SE. This is a replat of the existing Lots 2-6 of Evergreen Heights Second Addition and of Lot 1, Block 1, Evergreen Heights Fourth Addition, in the SW ¼ of Section 35, T139N R81W, City of Mandan.

The existing lot owners are replatting and purchasing the lots directly behind existing homes. The plat also proposes vacating most of a right of way to the east of the subdivision.

All lots are zoned R-7.

Preliminary Plat Details

Total Area: 4.43 acres, with new proposed lots ranging from 45,126 sq ft to 24,070 sq feet.

The plat assimilates the majority of the ROW for Living Water Drive and 16th Street SE into the newly re-configured lots. Living Water Drive and 16th Street SE were intended to provide access to Lot 1, Block 1, of Evergreen Heights 4th Addition, which was intended to be developed as residential properties.

Access: Access to existing lots is not changing, as they will maintain access from 14th

Ave SE. Properties to the east will maintain access as existing, as neither takes access from Living Water Drive. Proposed Lot 6 will take access from 19th St SE.

Access between existing Lot 1, Block 1, and Lot 1, Block 2, Evergreen Heights 4th Addition and Lot 1, Block 1, Living Water Addition is provided via 16th St SE and Living Water Drive. The proposed plat shows platting the ROW that is currently between Lot 1, Block 1 and Lot 1, Block 2, Evergreen Heights 4th Addition partially into the proposed re-plats of Lots 1-6.

Vacation Request

There was a question in the July Planning and Zoning Commission meeting about whether this was a valid, legal way to vacate these portions of Living Water Drive and 16th Street SE, as North Dakota Century Code doesn't contemplate another division other than splitting the vacated ROW down the center and adding it to the lots on either side. The way this is being platted does actually accomplish the same goal on 16th St SE and the north 380 feet of Living Water Drive as all of Lot 1, Block 1, and Lot 1, Block 2, Evergreen Heights 4th Addition, and Lot 3, Block 1, Evergreen Heights 3rd Addition are owned by Val Renner.

However, this replat does not appropriately vacate Living Water Drive on the south 55.63' of the proposed Lot 3, and Lot 4, 5 and 6, as part of Living Water Drive remains. If it is to be vacated in the standard process, then 16.5' would be added to the south 55.63' of the proposed Lot 3, and Lots 4, 5, and 6, and 16.5' to Lot 1, Block 1, Living Water Addition. The applicant has been offered several solutions to this, including adding Lot 1, Block 1, Living Water Addition to the plat.

After the Planning and Zoning Commission meeting, the applicant and Living Water Church have been in discussions regarding potential ways to adequately vacate the right of way. One item of discussion is the addressing of Living Water Church, which is off of Living Water Drive.

Utilities and Easements

There is a water line along 16th Street SE from 14th Ave SE to 1806. An easement should be clearly shown for this and for the associated fire hydrant just inside the ROW area proposed to be vacated on 16th.

Preliminary Plat

The preliminary plat creates 6 large residential lots.

Zone Change Request

- No zone change request is being made at this time. The zoning map online does not reflect a recorded zone change – all lots are zoned R-7.

Adjacent Zoning, Land Use, and Future Land Use

Surrounding zoning to the east is shown as R-7, to the north as Neighborhood Commercial, and to the south is shown as R-7.

The future land use plan designates this area as commercial.

The City has raised concerns that this proposal is the highest and best use of these properties, given general need for housing in the community. The applicant and representatives have provided development costs to build out Living Water Drive and have provided information on possible sales in the past, including noting that the owners of the existing homes have expressed strong opposition to development behind their properties.

Public Outreach and Application Details

- Application Received: May 9, 2025
- Notifications: Letters sent to 5 adjacent property owners

Planning and Zoning Commission Meeting:

At the August Planning and Zoning Commission meeting, the applicants noted that they were requested a decision even though the vacation question hadn't been resolved because of contract timelines. The Planning and Zoning Commission made a motion of a recommendation to approve the preliminary plat contingent on the vacation of Living Water Drive being completed prior to the final plat being approved.

Since the meeting, staff have been working with the applicant and Living Water Drive to determine a resolution to the vacation concerns.

Staff Comments & Updates Needed:

1. Show previous lot configuration and old lot/block numbers in relief on plat
2. Items of concern:
 1. Leaving half of Living Water Drive as a public right of way is not good planning or engineering practice, and leaves some question of legality of vacating part of the right of way by platting while leaving a remainder.
 2. Vacating existing city right of way between developable properties is not typically considered to be desirable

3. Removing developable, platted property from development potential is not typically considered to be desirable.

Findings of Fact Preliminary Plat

1. All technical requirements for approval of a preliminary plat have been met;
2. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
3. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
4. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
5. The proposed subdivision is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and

The proposed subdivision would not adversely affect the public health, safety, and general welfare.

ATTACHMENTS:

1. Application
2. Preliminary Plat
3. Location Map
4. Communication, Emails, Estimates, Pictures from Applicant and Representatives

ATTACHMENTS:

1. Valan Renner Application
2. Evergreen Heights 5th Addition PRELIMINARY Plat 7-25-25
3. Location Map
4. Email Correspondence_Redacted
5. Image 1
6. Image 2
7. Image 3
8. Image 4
9. Image 5
10. Image 6

FISCAL IMPACT:

N/A

STAFF IMPACT:

A considerable amount of City Staff time has gone into reviewing the proposed development.

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

City Staff and Planning and Zoning Commission recommend approval of the Preliminary Plat for Evergreen Heights 5th Addition, contingent on final plat approvals and the vacation of Living Water Drive being completed prior to any approval of the final plat.

SUGGESTED MOTION:

In Favor: I move to approve the Preliminary Plat for Evergreen Heights 5th Addition, contingent on final plat approvals and the vacation of Living Water Drive being completed prior to any approval of the final plat.

In Opposition: I move to recommend denial of the Preliminary Plat for the Evergreen Fifth Addition.

CITY OF MANDAN	
Development Review Application	
☐ Minor Plat (\$300)	☐ Zone Change (\$600)
☒ Preliminary Plat up to 20 acres (\$450)	☐ Planned Unit Development (\$700)
☐ Preliminary Plat more than 20 acres (\$500)	☐ Land Use and Transportation Plan Amendment (\$1,000)
☐ Final Plat up to 20 lots (\$450)	☐ Vacation (\$500)
☐ Final Plat 21 to 40 lots (\$600)	☐ Variance (\$400)
☐ Final Plat more than 40 lots (\$750)	☐ Special Use Permit (\$450)
☐ Annexation (\$450)	☐ Stormwater submittal (\$300)
☐ Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	☐ Stormwater 2 nd & subsequent resubmittal (\$50)
☐ Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	☐ Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary) Replat of Lots 1-6 Block 1 of Replat of Evergreen Heights 2nd add. and replat of Lot 1 Block 1 Evergreen Heights 4th add.	

Engineer/Surveyor			Property Owner or Applicant		
Name Feser Engineering / SES Geomatics			Name Valan Renner		
Address 1217 N 1 st St			Address [REDACTED]		
City Bismarck	State ND	Zip 58501	City Mandan	State ND	Zip 58554
[REDACTED]			[REDACTED]		
Phone [REDACTED]			Phone [REDACTED]		
Fax [REDACTED]			Fax [REDACTED]		
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒ City	☐ ETA	☐ New	☒ Addition	R7	Same	Evergreen Heights 5 th Add.	
Property Address				Legal Description			
Single family				replat of L1-6 B1 of Replat of Evergreen			
Current Use				Heights 2 nd and Replat of L1 B1 Evergreen Heights 4 th Add.			
Single family							
Proposed Use							
Single family				Section 35 Township 139 Range 81			
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	

Print Name Valan Renner	Signature Valan Renner	Date 6-27-2025
----------------------------	---------------------------	-------------------

Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$450	Date 6-27-2025
Notice in paper		Mailed to neighbors	
Approved		P&Z meeting	
Approved with conditions:			
Denied			

EVERGREEN HEIGHTS FIFTH ADDITION

REPLAT OF LOTS 2-6 BLOCK 1 OF REPLAT OF EVERGREEN HEIGHTS SECOND ADDITION
AND

REPLAT OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS FOURTH ADDITION
IN THE
SOUTHWEST 1/4 SECTION 35, TOWNSHIP 139 NORTH, RANGE 81 WEST
CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

DESCRIPTION

REPLAT OF LOTS 2-6 BLOCK 1 OF REPLAT OF EVERGREEN HEIGHTS SECOND ADDITION AND REPLAT OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS FOURTH ADDITION IN THE SOUTHWEST 1/4 SECTION 35, TOWNSHIP 139 NORTH, RANGE 81 WEST CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 BLOCK 1 OR REPLAT OF EVERGREEN HEIGHT 2ND ADDITION, AND SOUTHWEST CORNER OF LOT 1 BLOCK 1 OF EVERGREEN HEIGHTS 4TH ADDITION ON THE NORTH RIGHT OF WAY LINE OF 19TH STREET SOUTHEAST; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION AND WEST LINE OF EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE OF 180.50 FEET TO THE NORTHEAST CORNER OF LOT 7 BLOCK 1 OF REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION ALSO BEING THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF LOT 7 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION A DISTANCE OF 119.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION AND THE EAST RIGHT OF WAY LINE OF 14TH AVENUE SOUTHEAST; THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST ALONG THE SAID EAST RIGHT OF WAY LINE OF 14TH AVENUE SOUTHEAST A DISTANCE OF 439.91 FEET TO THE NORTHWEST CORNER OF LOT 2 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION ALSO BEING THE SOUTHWEST CORNER OF LOT 1 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION; THENCE NORTH 89 DEGREES 48 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION A DISTANCE OF 119.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION ALSO BEING THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION AND A POINT ON THE WEST LINE OF LOT 1 BLOCK 1 OF EVERGREEN HEIGHTS 4TH ADDITION; THENCE NORTH 00 DEGREE 06 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF LOT 1 BLOCK 1 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION ALSO BEING THE WEST LINE OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE OF 95.65 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 1 REPLAT EVERGREEN HEIGHTS 2ND ADDITION, NORTHWEST CORNER OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION, AND THE SOUTH RIGHT OF WAY LINE OF 16TH STREET SOUTHEAST; THENCE NORTH 16 DEGREES 51 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION AND WEST LINE OF EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE OF 69.06 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 2 REPLAT OF EVERGREEN HEIGHTS 2ND ADDITION ALSO BEING THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 EVERGREEN HEIGHTS 3RD ADDITION AND THE NORTHWEST CORNER OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION; THENCE SOUTH 89 DEGREES 43 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 BLOCK 1 EVERGREEN HEIGHTS 3RD ADDITION AND NORTH LINE OF SAID LOT 1 EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE OF 215.99 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 2 EVERGREEN HEIGHTS 4TH ADDITION; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 BLOCK 2 EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE OF 360.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 BLOCK 2 EVERGREEN HEIGHTS 4TH ADDITION ALSO BEING THE NORTHWEST CORNER OF LOT 1 BLOCK 1 LIVING WATER ADDITION AND EAST RIGHT OF WAY OF LIVING WATER DRIVE; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE OF LIVING WATER ADDITION A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF LIVING WATER ADDITION AND THE EAST LINE OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF LIVING WATER ADDITION AND THE EAST LINE OF EVERGREEN HEIGHTS 4TH ADDITION A DISTANCE 421.42 FEET TO THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION AND THE NORTH RIGHT OF WAY LINE OF 19TH STREET SOUTHEAST; THENCE SOUTH 89 DEGREES 58 MINUTES 56 SECONDS WEST ALONG SOUTH LINE OF SAID LOT 1 BLOCK 1 EVERGREEN HEIGHTS 4TH ADDITION ALSO BEING THE NORTH RIGHT OF WAY LINE OF 19TH STREET SOUTHEAST A DISTANCE OF 163.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 4.43 ACRES, MORE OR LESS.

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 MANDAN, ON THE ____ DAY OF _____, 2025, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN 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 MANDAN.

BILL ROBINSON - CHAIRMAN

NANCY MOSER - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, 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 GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, 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 MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____, 2025.

JIM NEUBAUER--CITY ADMINISTRATOR

JAMES FRÖLICH--MAYOR

APPROVAL OF CITY ENGINEER

I, JAREK WIGNESS, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "EVERGREEN HEIGHTS FOURTH ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS
CITY ENGINEER

SURVEYOR'S CERTIFICATE

I, LARRY J. SMITH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON JUNE 20, 2025, 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.

LARRY J. SMITH
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 2363

SES GEOMATICS
2321 HARDING AVENUE
BISMARCK, NORTH DAKOTA
58501

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT VALAN RENNER AND MARY RENNER, BENJAMIN AND DANIELLE KAPPEL, ZACHARY AND ELIZABETH PUTZ, EDWARD AND REBECCA COLLINS, WADE AND AMY MESCHKE, THOMAS AND MARGARET STADICK BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "EVERGREEN HEIGHTS FIFTH ADDITION", MANDAN, MORTON COUNTY, NORTH DAKOTA, AND DO SO DEDICATE EASEMENTS AS SHOWN HEREON INCLUDING ALL ACCESS, SANITARY SEWER, WATER AND OTHER PUBLIC UTILITY LINES WHETHER SHOWN HEREON OR NOT TO THE PUBLIC USE FOREVER.

THEY ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN 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.

THEY FURTHERMORE DEDICATE UNTO THE CITY OF MANDAN STORM WATER AND DRAINAGE EASEMENTS TO RUN WITH THE LAND FOR THE PURPOSE OF STORM SEWER AND SURFACE WATER DRAINAGE UNDER, OVER, THROUGH AND/OR ACROSS THOSE AREAS DESIGNATED HEREON AS STORM WATER AND DRAINAGE EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITIES.

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

BENJAMIN KAPPEL

1712 14TH AVENUE SE

MANDAN, ND 58554

DANIELLE KAPPEL

1712 14TH AVENUE SE

MANDAN, ND 58554

OWNERS OF LOT 1 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED BENJAMIN KAPPEL AND DANIELLE KAPPEL, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

ZACHARY PUTZ

1716 14TH AVENUE SE

MANDAN, ND 58554

ELIZABETH PUTZ

1716 14TH AVENUE SE

MANDAN, ND 58554

OWNERS OF LOT 2 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED ZACHARY PUTZ AND ELIZABETH PUTZ, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

EDWARD COLLINS

1806 14TH AVENUE SE

MANDAN, ND 58554

REBECCA COLLINS

1806 14TH AVENUE SE

MANDAN, ND 58554

OWNERS OF LOT 3 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED EDWARD COLLINS AND REBECCA COLLINS, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

WADE MESCHKE

1810 14TH AVENUE SE

MANDAN, ND 58554

AMY MESCHKE

1810 14TH AVENUE SE

MANDAN, ND 58554

OWNERS OF LOT 4 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED WADE MESCHKE AND AMY MESCHKE, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

THOMAS STADICK

1814 14TH AVENUE SE

MANDAN, ND 58554

MARGARET STADICK

1814 14TH AVENUE SE

MANDAN, ND 58554

OWNERS OF LOT 5 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED THOMAS STADICK AND MARGARET STADICK, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)

COUNTY OF _____)SS

VALAN RENNER

4655 HIGHWAY 6

MANDAN, ND 58554

MARY RENNER

4655 HIGHWAY 6

MANDAN, ND 58554

OWNERS OF LOT 6 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED VALAN RENNER AND MARY RENNER, 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

____ COUNTY, NORTH DAKOTA

MY COMMISSION EXPIRES _____

14TH AVE SE

SES GEOMATICS

FESER
ENGINEERING, PC

SES GEOMATICS

LARRY SMITH, PLS

2321 HARDING AVENUE

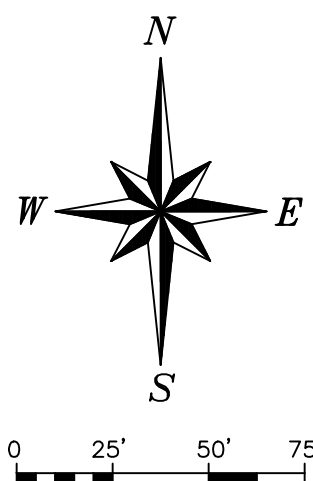
BISMARCK, ND 58501-2233

NOTES

BASIS OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE

COORDINATE DATUM:
NORTH DAKOTA STATE PLANE COORDINATE SYSTEM
NAD 83 SOUTH ZONE (3302)
ADJUSTMENT OF 2011
UNITS OF MEASURE ARE INTERNATIONAL FEET

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



SCALE: 1"=50'

JULY 22, 2025

MONUMENT IN PLACE



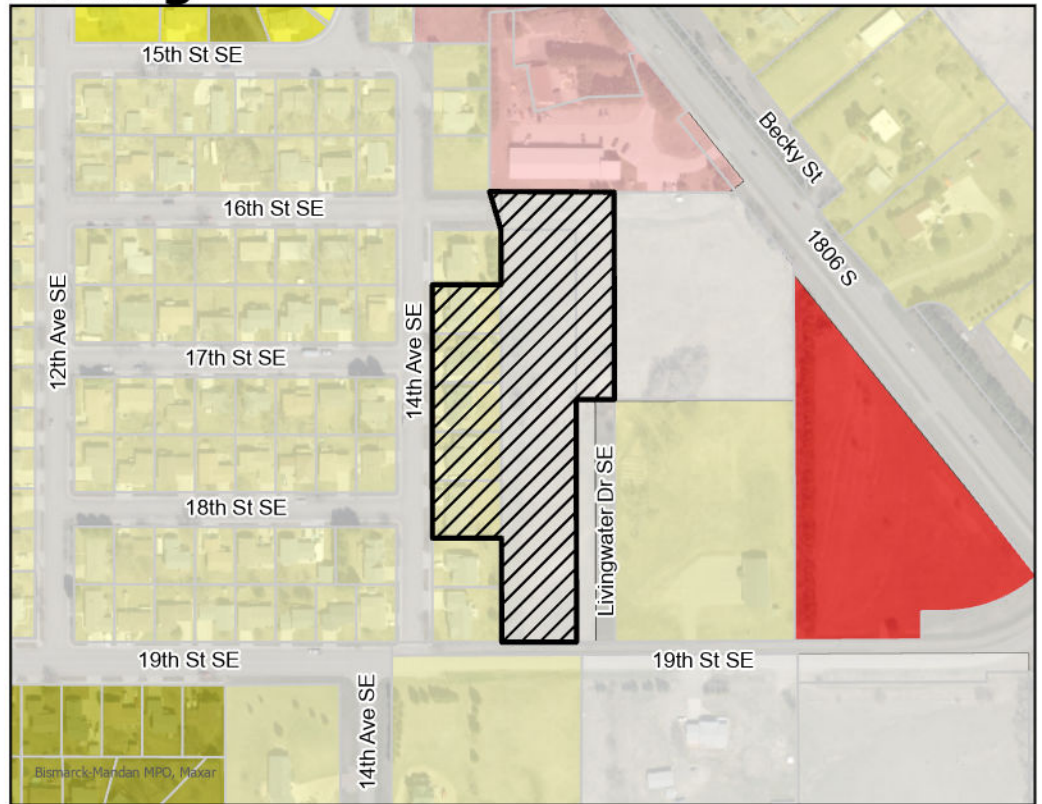
Zoning and Future Land Use Reference Map

Evergreen Heights 5th Addition

Zoning Map Key

- | | |
|---|---|
| Agriculture - City of Mandan | MC - Heavy Commercial/Light Industrial Restricted |
| Agriculture - Morton County | MD - Heavy Commercial/Heavy Industrial Restricted |
| CA - Neighborhood Commercial | MHS - Trailer Park |
| CB - Business Commercial | PUD - Planned Unit Development |
| CC - Commercial/Light Industrial Transition | R3.2 - Residential Single & Two Family |
| DC - Downtown Core | R7 - Residential Single Family |
| DF - Downtown Fringe | RH - Residential Mobile Home Park |
| Industrial - Morton County | RM - Residential Multi-family Dwellings |
| LSMHS - Trailer Park Subdivision | RMH - Residential Mobile Home Subdivision |
| MA - Heavy Commercial/Light Industrial | Residential - County Residential Zoning |
| MB - Heavy Commercial/Heavy Industrial | ROW - Right-of-Way |
| | Proposed Site |

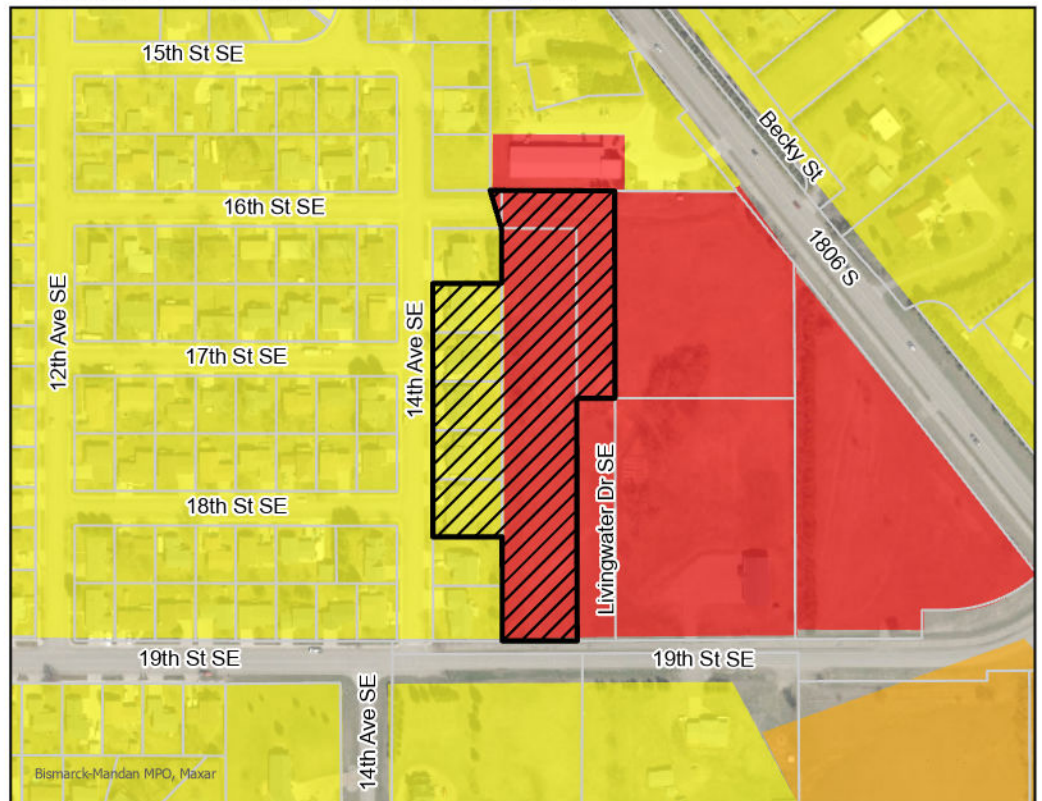
Zoning



Future Land Use Plan

Future Land Use Plan Key

- | |
|----------------------------|
| Rural Residential |
| Low Density Residential |
| Medium Density Residential |
| High Density Residential |
| Commercial |
| Industrial |
| Public/Semi-Public |
| Public Land |
| Park |
| Greenways |
| Open Space |
| Open Water |
| Proposed Site |



0 0.05 0.1 0.2 Miles

From: [Trisha Morrell](#)
To: [Rachel Lewis](#)
Cc: [Gregory Feser](#); [Jerek W. Winness](#); [Jordan P. Singer](#); [Nancy R. Moser](#); [Lenny Smith](#); [Andrew Renner](#); [REDACTED]
Subject: Re: Evergreen Heights Site Addition
Date: Thursday, August 21, 2025 3:37:50 PM
Attachments: [1.8.jpg](#)

You don't often get email from trisha@rogencore.com. [Learn why this is important](#)

WARNING: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender, and NEVER provide your username/password.

Hello Rachel,

As we discussed last week, I wanted to provide some additional points regarding the plat request for the Living Water Drive lots on behalf of Val Renner.

I am representing Val as his real estate agent on the sale of these lots. Prior to my involvement, Val had pursued plat revisions tied to his shop condo project to the east. He also owns the parcel directly north of the Evergreen Heights lot. He originally acquired this land with the intent of supporting the shop condo development. As part of earlier city meetings, neighbors expressed strong opposition to additional development behind their properties, which eventually led to the rezoning. It's important to note that the road (Living Water Drive) was never intended for Val's shop condo access nor for the church, which already has direct access off 19th. Its sole purpose was to serve future residential development of the Living Water Dr lots.

On the question of "highest and best use" for this property: since January 2024, the lots have been actively marketed, both online and directly to developers, investors, and contractors. The consistent feedback has been that the excavation costs and the requirement of building a road serving only eight lots makes development cost-prohibitive. Greg's cost breakdown reinforces this challenge—when those numbers are spread across just eight lots, the road alone makes the project financially unworkable for any buyer.

In February, neighbor Ben approached me about purchasing the property, which began this process of collaboration between Val, myself, Greg Feser, city staff (Andrew and Jerek), and now the buyers with signed agreements in place. This path, in my view, presents the most realistic and beneficial solution. We have five ready and willing buyers, a seller under contract, and a clear consensus from the neighborhood against development of a through-road.

In meetings with city staff and engineers, the feedback has been consistent: if the city does not need to own or maintain additional right-of-way, they prefer not to. Tying these parcels into the current neighboring lots avoids leaving a remnant piece of land as a future problem. From both a marketability standpoint and a community planning perspective, this consolidation makes sense.

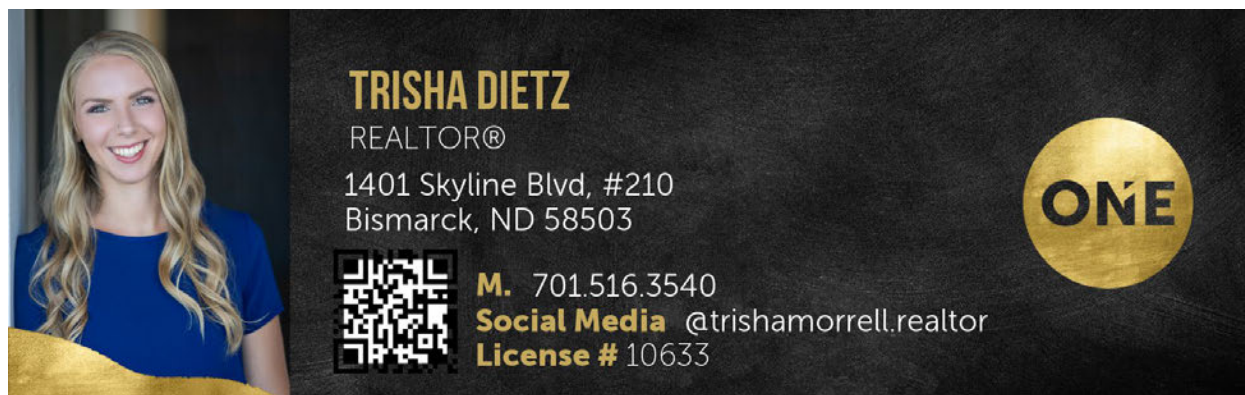
Ben will continue presenting the buyers' perspective, including the strong neighborhood desire to prevent road construction or further development. Given the active contracts and the lack of viable alternatives, I believe this transaction represents the highest and best use of this land.

Please confirm receipt of this email.

Thank you,

Trisha Dietz, REALTOR®

Realty ONE Group Encore



On Aug 18, 2025, at 9:07 AM, Gregory Feser [REDACTED] wrote:

Good morning Rachel,

Below is a quick breakdown on the estimated construction costs that we talked about last week:

1. Val's upfront costs: \$317,000
 - a. Grading for the street and adjacent lots as needed - \$70,000
 - b. Sewer and watermain construction - \$220,000
 - c. Design, construction staking, construction management - \$27,000
2. Assessment costs: \$632,000
 - a. Curb and gutter - \$61,000
 - b. Storm sewer - \$60,000
 - c. Asphalt pavement - \$210,000
 - d. Street lighting - \$35,000
 - e. Subgrade prep, sidewalk, seal coat, class 5 - \$100,000
 - f. Signage, topsoil, seeding, etc. - \$20,000
 - g. Design, construction staking, bonding, legal, etc. @ (30%) - \$146,000

Thanks,

Gregory Feser, PE
Feser Engineering, PC
1217 N 1st St.
Bismarck, ND 58501
P: [REDACTED]













East View/front yard



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 26, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider bids for Shores at Lakewood Phase 2 Storm Sewer Improvements

STATEMENT/PURPOSE:

To review construction bids for the Shores at Lakewood Phase 2 Storm Sewer Improvements

BACKGROUND/ALTERNATIVES:

On August 5, the City approved a petition for the storm sewer improvements for Shores at Lakewood Phase II. Bids were opened on August 28 as a part of a bid package that included storm sewer, water and sanitary sewer, and lift station electrical improvements. The City's storm project was represented as Base Bid 1 and Alternate Bid 1. The alternate bid option was for the same improvements with an extended completion date. The low bid was received from Siteworx with a bid of \$393,803.50 for Base Bid 1.

ATTACHMENTS:

1. Bid tab for commission
2. Resolution Awarding Contract
3. Recommendation to Award Letter

FISCAL IMPACT:

The project cost to install storm sewer for Shores at Lakewood phase II is \$393,803.50. These costs will be assessed back to the petitioning property owners.

STAFF IMPACT:

Significant effort working alongside Mountain Plains Engineering during the construction of the project.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To award the storm sewer improvement contract to SiteWorx.

SUGGESTED MOTION:

I move to award the contract for Base Bid 1 to SiteWorx Excavation.

Shores at Lakewood Phase 2 Utilities (#9809468)
Owner: City of Mandan
Solicitor: Mountain Plains, LLC
08/28/2025 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	SiteWorx Excavation			Crow River Construction		Cofell's Plumbing & Excavating	
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Schedule 1							\$393,803.50		\$690,015.00		\$2,280,000,000.00
	1.1	802-4.1	18" HDPE Storm Sewer Pipe	LF	799	\$57.00	\$45,543.00	\$110.00	\$87,890.00	\$1,000,000.00	\$799,000,000.00
	1.2	802-4.2	24" HDPE Storm Sewer Pipe	LF	744	\$72.00	\$53,568.00	\$150.00	\$111,600.00	\$1,000,000.00	\$744,000,000.00
	1.3	802-4.3	30" HDPE Storm Sewer Pipe	LF	160	\$92.00	\$14,720.00	\$175.00	\$28,000.00	\$1,000,000.00	\$160,000,000.00
	1.4	802-4.52	24" Concrete Flared End Section	EA	4	\$2,000.00	\$8,000.00	\$5,000.00	\$20,000.00	\$1,000,000.00	\$4,000,000.00
	1.5	802-4.53	30" Concrete Flared End Sectoin	EA	1	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$1,000,000.00	\$1,000,000.00
	1.6	802-4.90	Storm Sewer Bedding Material	TON	541	\$22.50	\$12,172.50	\$75.00	\$40,575.00	\$1,000,000.00	\$541,000,000.00
	1.7	1205-4.11	48" Concrete Storm Manhole	EA	5	\$8,500.00	\$42,500.00	\$10,000.00	\$50,000.00	\$1,000,000.00	\$5,000,000.00
	1.8	1205-4.12	60" Concrete Storm Manhole	EA	6	\$12,000.00	\$72,000.00	\$15,000.00	\$90,000.00	\$1,000,000.00	\$6,000,000.00
	1.9	1205-4.8	24"x72" Rectangular Catch Basin	EA	14	\$9,600.00	\$134,400.00	\$17,500.00	\$245,000.00	\$1,000,000.00	\$14,000,000.00
	1.1	1212-4L	Road Closed Type III Barricades	EA	6	\$1,400.00	\$8,400.00	\$1,575.00	\$9,450.00	\$1,000,000.00	\$6,000,000.00
Base Bid Schedule 2							\$1,654,096.35		\$4,035,634.75		\$15,671,500,000.00
	2.1	SP No. 3A	Groundwater Dewatering - Sanitary Sewer Gravity Mains	LS	1	\$25,000.00	\$25,000.00	\$350,000.00	\$350,000.00	\$1,000,000.00	\$1,000,000.00
	2.2	SP No. 3B	Groundwater Dewatering - Sanitary Sewer Lift Station	LS	1	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$1,000,000.00	\$1,000,000.00
	2.3	SP No. 4	Pipe Bedding in Water Table	TON	114	\$43.00	\$4,902.00	\$125.00	\$14,250.00	\$1,000,000.00	\$114,000,000.00
	2.4	SP No. 5	Manhole & Box Bedding in Water Table	TON	15	\$75.00	\$1,125.00	\$125.00	\$1,875.00	\$1,000,000.00	\$15,000,000.00
	2.5	SP No. 8A	Sanitary Lift Station, Wet Well, Valve vault, & Building	LS	1	\$298,000.00	\$298,000.00	\$1,400,000.00	\$1,400,000.00	\$1,000,000.00	\$1,000,000.00
	2.6	801-4.1	6" PVC FM Sanitary Sewer Pipe	LF	1069	\$62.00	\$66,278.00	\$110.00	\$117,590.00	\$1,000,000.00	\$1,069,000,000.00
	2.7	801-4.2	8" PVC Sanitary Sewer Pipe	LF	3210	\$58.00	\$186,180.00	\$125.00	\$401,250.00	\$1,000,000.00	\$3,210,000,000.00
	2.8	801-4.3	4" Sanitary Sewer Service Pipe	LF	2349	\$48.00	\$112,752.00	\$80.00	\$187,920.00	\$1,000,000.00	\$2,349,000,000.00
	2.9	801-4.60	Sanitary Sewer Bedding Material	TON	921	\$22.50	\$20,722.50	\$50.00	\$46,050.00	\$1,000,000.00	\$921,000,000.00
	2.1	801-4.64	Televiser Sewer Main	LF	3149	\$2.15	\$6,770.35	\$2.75	\$8,659.75	\$1,000,000.00	\$3,149,000,000.00

Base Bid Schedule 3	2.11	901-2.20	Insulation Boards	LF	200	\$15.00	\$3,000.00	\$25.00	\$5,000.00	\$1,000,000.00	\$200,000,000.00
	2.12	901-4.10	6" PVC Watermain Pipe	LF	181	\$59.00	\$10,679.00	\$100.00	\$18,100.00	\$1,000,000.00	\$181,000,000.00
	2.13	901-4.11	8" PVC Watermain Pipe	LF	4215	\$63.00	\$265,545.00	\$110.00	\$463,650.00	\$100,000.00	\$421,500,000.00
	2.14	901-4.12	1" Water Service Pipe	LF	2387	\$40.00	\$95,480.00	\$70.00	\$167,090.00	\$1,000,000.00	\$2,387,000,000.00
	2.15	901-4.50	6" Gate Valve & Box	EA	10	\$3,200.00	\$32,000.00	\$5,000.00	\$50,000.00	\$1,000,000.00	\$10,000,000.00
	2.16	901-4.51	8" Gate Valve & Box	EA	12	\$4,000.00	\$48,000.00	\$6,000.00	\$72,000.00	\$1,000,000.00	\$12,000,000.00
	2.17	901-4.70	6" Hydrant	EA	10	\$11,800.00	\$118,000.00	\$12,500.00	\$125,000.00	\$1,000,000.00	\$10,000,000.00
	2.18	901-4.74	Watermain Bedding Material	TON	1525	\$22.50	\$34,312.50	\$50.00	\$76,250.00	\$1,000,000.00	\$1,525,000,000.00
	2.19	1205-4.11	48" Concrete Sanitary Manhole	EA	18	\$10,500.00	\$189,000.00	\$17,500.00	\$315,000.00	\$1,000,000.00	\$18,000,000.00
	2.2	1209-4.5	Curb Stop and Curb Box	EA	71	\$1,450.00	\$102,950.00	\$1,500.00	\$106,500.00	\$1,000,000.00	\$71,000,000.00
Alternate Bid Schedule 1	2.21	1212-4L	Road Closed Type III Barricades	EA	6	\$1,400.00	\$8,400.00	\$1,575.00	\$9,450.00	\$1,000,000.00	\$6,000,000.00
	Sanitary Lift Station Electrical						\$0.00		\$0.00		\$10,100,000.00
	3.1	SP No. 8B	Only	LS	1					\$10,100,000.00	\$10,100,000.00
							\$413,496.38		\$524,985.00		\$403,570.00
Alternate Bid Schedule 2	A1.1	802-4.1	18" HDPE Storm Sewer Pipe	LF	799	\$59.85	\$47,820.15	\$90.00	\$71,910.00	\$80.00	\$63,920.00
	A1.2	802-4.2	24" HDPE Storm Sewer Pipe	LF	744	\$75.60	\$56,246.40	\$115.00	\$85,560.00	\$105.00	\$78,120.00
	A1.3	802-4.3	30" HDPE Storm Sewer Pipe	LF	160	\$96.60	\$15,456.00	\$140.00	\$22,400.00	\$160.00	\$25,600.00
	A1.4	802-4.52	24" Concrete Flared End Section	EA	4	\$2,100.00	\$8,400.00	\$3,500.00	\$14,000.00	\$2,800.00	\$11,200.00
	A1.5	802-4.53	30" Concrete Flared End Section	EA	1	\$2,625.00	\$2,625.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00
	A1.6	802-4.90	Storm Sewer Bedding Material	TON	541	\$23.63	\$12,783.83	\$65.00	\$35,165.00	\$30.00	\$16,230.00
	A1.7	1205-4.11	48" Concrete Storm Manhole	EA	5	\$8,925.00	\$44,625.00	\$8,000.00	\$40,000.00	\$5,600.00	\$28,000.00
	A1.8	1205-4.12	60" Concrete Storm Manhole	EA	6	\$12,600.00	\$75,600.00	\$11,000.00	\$66,000.00	\$7,800.00	\$46,800.00
	A1.9	1205-4.8	24"x72" Rectangular Catch Basin	EA	14	\$10,080.00	\$141,120.00	\$12,500.00	\$175,000.00	\$8,700.00	\$121,800.00
	A1.10	1212-4L	Road Closed Type III Barricades	EA	6	\$1,470.00	\$8,820.00	\$1,575.00	\$9,450.00	\$1,400.00	\$8,400.00
							\$1,737,375.75		\$3,631,999.75		\$0.00
	A2.1	SP No. 3A	Groundwater Dewatering - Sanitary Sewer Gravity Mains	LS	1	\$26,250.00	\$26,250.00	\$300,000.00	\$300,000.00		
	A2.2	SP No. 3B	Groundwater Dewatering - Sanitary Sewer Lift Station	LS	1	\$26,250.00	\$26,250.00	\$90,000.00	\$90,000.00		
	A2.3	SP No. 4	Pipe Bedding in Water Table	TON	114	\$45.15	\$5,147.10	\$100.00	\$11,400.00		
	A2.4	SP No. 5	Manhole & Box Bedding in Water Table	TON	15	\$78.75	\$1,181.25	\$100.00	\$1,500.00		

Sanitary Lift Station, Wet Well,									
A2.5	SP No. 8A	Valve Vault, & Building	LS	1	\$312,900.00	\$312,900.00	\$1,300,000.00	\$1,300,000.00	
A2.6	801-4.1	6" PVC FM Sanitary Sewer Pipe	LF	1069	\$65.00	\$69,485.00	\$100.00	\$106,900.00	
A2.7	801-4.2	8" PVC Sanitary Sewer Pipe	LF	3210	\$61.00	\$195,810.00	\$110.00	\$353,100.00	
A2.8	801-4.3	4" Sanitary Sewer Service Pipe	LF	2349	\$50.50	\$118,624.50	\$70.00	\$164,430.00	
A2.9	801-4.60	Sanitary Sewer Bedding Material	TON	921	\$23.65	\$21,781.65	\$40.00	\$36,840.00	
A2.10	801-4.64	Televiser Sewer Main	LF	3149	\$2.25	\$7,085.25	\$2.75	\$8,659.75	
A2.11	901-2.20	Insulation Boards	LF	200	\$15.75	\$3,150.00	\$12.00	\$2,400.00	
A2.12	901-4.10	6" PVC Watermain Pipe	LF	181	\$62.00	\$11,222.00	\$90.00	\$16,290.00	
A2.13	901-4.11	8" PVC Watermain Pipe	LF	4215	\$66.00	\$278,190.00	\$105.00	\$442,575.00	
A2.14	901-4.12	1" Water Service Pipe	LF	2387	\$42.00	\$100,254.00	\$65.00	\$155,155.00	
A2.15	901-4.50	6" Gate Valve & Box	EA	10	\$3,360.00	\$33,600.00	\$4,000.00	\$40,000.00	
A2.16	901-4.51	8" Gate Valve & Box	EA	12	\$4,200.00	\$50,400.00	\$5,000.00	\$60,000.00	
A2.17	901-4.70	6" Hydrant	EA	10	\$12,390.00	\$123,900.00	\$11,000.00	\$110,000.00	
A2.18	901-4.74	Watermain Bedding Material	TON	1525	\$24.00	\$36,600.00	\$40.00	\$61,000.00	
A2.19	1205-4.11	48" Concrete Sanitary Manhole	EA	18	\$11,025.00	\$198,450.00	\$15,000.00	\$270,000.00	
A2.20	1209-4.5	Curb Stop and Curb Box	EA	71	\$1,525.00	\$108,275.00	\$1,300.00	\$92,300.00	
A2.21	1212-4L	Road Closed Type III Barricades	EA	6	\$1,470.00	\$8,820.00	\$1,575.00	\$9,450.00	
Alternate Bid Schedule 3						\$0.00		\$0.00	\$0.00
Sanitary Lift Station Electrical									
A3.1	SP No. 8B	Only	LS	1					
Base Bid Total:						\$2,047,899.85	\$4,725,649.75	\$17,951,500,000.00	

**RESOLUTION APPROVING CONTRACTOR AND CONTRACTOR'S BOND FOR
STORM SEWER IMPROVEMENT DISTRICT NO. 33**

Project No. 2025-08

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Storm Sewer Improvement District No. 33 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is SiteWorx Excavation whose bid provides for the construction of said improvement at a total estimated price of \$393,803.50.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by §40-22-35 and §40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of §40-22-30 and 40-22-32 of said Code.

Dated this 16th day of September, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: September 16, 2025



September 12, 2025

Mr. Jarek Wigness, PE
City Engineer
City of Mandan, North Dakota
205 Second Avenue NW
Mandan, ND 58554

Re: Recommendation to Award for SSI-33-2025-08 & WPSP-2025-07 Shores at Lakewood Phase 2

To Whom It May Concern:

We have reviewed the proposals opened at the bid opening on August 28th, 2025, for the above-mentioned project. Bid tabulations have been compiled and sent to the City for record.

SiteWorx Excavation is the apparent low bidder for both bid schedule 1 and bid schedule 2. Cofell's Plumbing and Excavating is the only contractor who submitted a bid for bid schedule 3.

SiteWorx bid prices for bid schedule 1 and bid schedule 2 appear to be reasonable. Cofell's Plumbing and Excavating bid price for bid schedule 3 appears to be very unreasonable and was likely placed that way due to online bidding complications. Therefore, we recommend awarding all three bid schedules to SiteWorx Excavation with the condition that SiteWorx Excavation can submit for a change order of appropriate value to the City of Mandan for the bid schedule 3 work, as this work falls under the WPSP-2025-07 portion of the project.

Please let me know should you have any questions or require further information.

Sincerely,

Nick Nustad, PE
Civil Engineer
Mountain Plains, LLC
Direct: (701) 955-3122
nnustad@mtnplains.com



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 21, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: The police department is recommending the addition of the Training Tracking Module to the existing Lexipol account.

STATEMENT/PURPOSE:

To allow the police department to add the Training Tracking Module to our existing Lexipol account.

BACKGROUND/ALTERNATIVES:

After evaluating functionality, cost, and integration potential, Lexipol's Training Tracking Module was identified as the most efficient and cost-effective solution as the police department grows. The transition will be supported by reallocating the funds currently used for the Guardian Tracking System, ensuring no increase to the department's 2026 Budget.

ATTACHMENTS:

1. Mandan PD TT MSA 081925

FISCAL IMPACT:

The transition will be supported by reallocating the funds currently used for the Guardian Tracking System, ensuring no increase to the department's 2026 Budget.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

The Agreement was reviewed by the City Attorney, and there were no issues.

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the Police Department entering into an agreement with Lexipol to activate the Training Tracking Module as part of the existing Lexipol system, with the implementation beginning on September 17, 2025, and provided at no cost to the City until January 1, 2026.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 09/01/2025

Initial Term End Date: 08/31/2026

Account Executive Information

Ray Jones
Senior Account Executive, Client Growth
rjones@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Jason Ziegler
Chief
jziegler@mandanpd.com
(701) 667-3250

Mandan Police Department
205 1st Ave NW
Mandan, North Dakota 58554

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Mandan Police Department**Lexipol, LLC**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Group1						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
45	Lexipol Training Tracking (2025 Update)	\$3,000.00	20%	\$600.00	\$0.00	\$2,400.00
1	Lexipol Training Tracking Standard Implementation Service	\$1,200.00	20%	\$240.00	\$0.00	\$960.00
Discount:				\$840.00	Subtotal:	\$3,360.00

Discount:	\$840.00
Subtotal:	\$3,360.00
Tax:	
Total Due:	\$3,360.00

Notes

Training bundle; 16 months for 12 months; Sept-Dec at no cost; January 1 invoice at net 30

Exhibit B

Description of Services

Training Tracking Implementation Service

Lexipol's Training Tracking Implementation Service provides subscribers with a basic introduction to the Training Tracking platform and its key features. The service includes essential setup and configuration, with customization limited to 15 hours or 90 days, whichever is completed first. The 90-day timeline begins on the date of the initial kickoff meeting. Standard packages for all customers include the following:

- Discovery meeting to discuss agency specific data points
- Excel spreadsheet to input roster + CA POST ID numbers (if CA customer)
- Template form to get access to the right sections of CA POST
- Training on the following features of the application, done in three to four parts depending on how agency operates:
 - Training records
 - Firearms qualifications
 - CA POST(if CA customer)
 - Generating reports
 - Inventory

Training Tracking

Lexipol's Training Tracking solution, formerly known as METR, is a web-based application designed to assist law enforcement agencies in the tracking of employee training across in-person and virtual training events.

Features include:

- Employee training tracking
- Firearms training tracking
- Inventory tracking and management
- Training plan creation

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 28, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Michael Schatz

STATEMENT/PURPOSE:

To consider 2024 Application for Disabled Veterans Property Tax Credit for property located at 304 15th ST NE Unit 4.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-0764000 with a legal description of Lot 6 Block 7 Unit 4 Diane's 2nd.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2024.

ATTACHMENTS:

1. 2024 Schatz Abatement form
2. Veterans Credit Flyer

FISCAL IMPACT:

No fiscal impact to the City since the Tax Credit is reimbursed by the State of ND.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the

2024 Abatement Application for Michael Schatz at 304 15th ST NE Unit 4 as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 Abatement Application for Michael Schatz at 304 15th ST NE Unit 4 as presented.

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 CITY OF MANDAN

County of MORTON

Property I.D. No. 65-0764000

Name SCHATZ/MICHAEL R

Telephone No. _____

Address 304 15TH ST NE UNIT 4, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

UNIT 4 LOT 6 BLOCK 7 DIANE'S 2ND

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

Land \$ 15,000
Improvements \$ 106,600
Total \$ 121,600
(1)

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

Land \$ 15,000
Improvements \$ 106,600
Total \$ 121,600
(2)

The difference of \$ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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 2024 VETERANS CREDIT

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 [Signature]

Date 8-27-2025

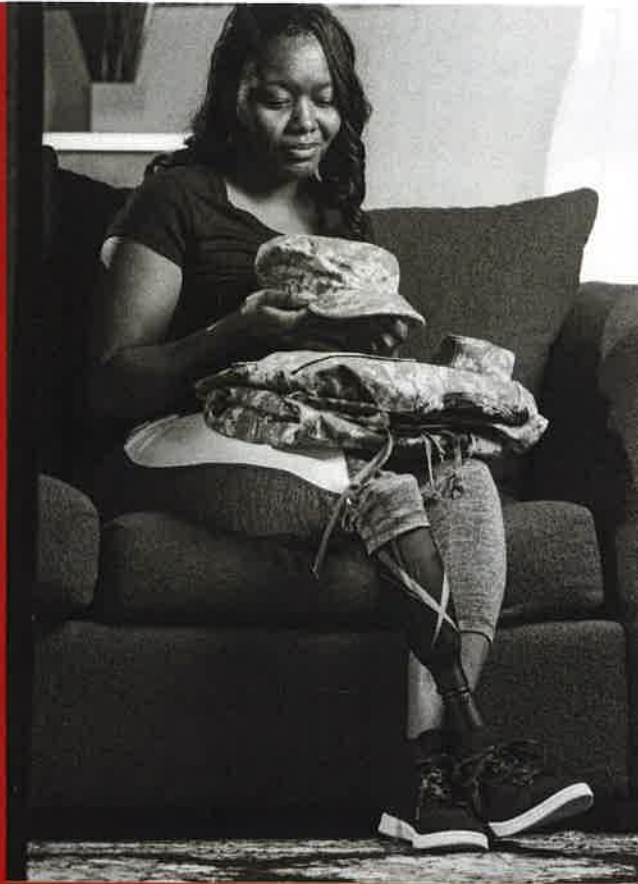
Additional Information

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by March 31 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 866-634-8387.

The following table shows how taxable values may be reduced with the credit.

Disability %	Maximum Reduction
100%	\$8,100
90%	\$7,290
80%	\$6,480
70%	\$5,670
60%	\$4,860
50%	\$4,050



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

600 E. Boulevard Ave., Dept. 127
Bismarck, ND 58505-0599
propertytax@nd.gov

701-328-3127 or 877-328-7088
800-366-6888 (TTD)



Visit tax.nd.gov for more information.



The Program

The Disabled Veterans Credit is a property tax credit program that is available to veterans of the United States Armed Forces with a service-connected disability.

This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

1. You must be a disabled veteran of the United States Armed Forces with a service-connected disability of 50% or greater in the year for which your application is made.
2. You must have received an honorable discharge or be retired from the United States Armed Forces.
3. You must reside on and have an ownership interest in the property, as of the assessment date.



Applicants will need to provide their Certificate of Release or Discharge from Active Duty (DD214) provided by the U.S. Department of Defense and the determination of disability by the U.S. Department of Veterans Affairs to your local assessor or county director of tax equalization.

To apply, please submit the Application for Disabled Veterans Property Tax Credit to your local assessor.

Download the application at **tax.nd.gov/veterans** or via the QR code.



Visit the North Dakota Office of State Tax Commissioner's website for more information at **tax.nd.gov**.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 29, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the raffle permit for Mandan Boys Soccer Booster Club

STATEMENT/PURPOSE:

Consider approval of the raffle permit for Mandan Boys Soccer Booster Club

BACKGROUND/ALTERNATIVES:

The Mandan Boys Soccer Booster Club will hold a one-time 50/50 raffle on September 16, 2025, at the Starion Complex with proceeds going to the Bismarck Cancer Center. See attached raffle permit.

ATTACHMENTS:

1. 2025-53

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Mandan Boys Soccer Booster Club.

SUGGESTED MOTION:

I move to approve the raffle permit for Mandan Boys Soccer Booster Club.



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (8-2025)

Permit Number

2025-53

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Mandan Boys Soccer Booster Club		Dates Authorized (Read Instruction 2) 9/16/2025	
Organization or Group Contact Person Heather Lundeen	E-mail lundeen@midco.net	Telephone Number 7014715615	
Mailing Address 905 8th Ave NW	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name Mandan Starion Complex		County Morton	
Site Address 111 Old Red Trail	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time 50/50 raffle to be held at the Starion Complex on 9/16/2025.			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:

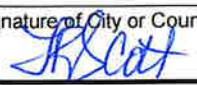
- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Tasha Scott	Title of City or County Official Administrative Assistant	Telephone Number 701-667-3250	E-mail Address tasha.scott@mandanpd.com
Signature of City or County Official 		Date 8/29/2025	Issuing Governing Body ☒ City ☐ County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

Information required to be preprinted on a standard raffle ticket:

1. Name of Organization;
2. Ticket Number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player or option to convert a **merchandise** prize to a cash prize that is limited to the lesser of the value of the merchandise prize or fifteen thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. Print the authorizing city or county and permit number
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an non-guaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or fifteen thousand dollars.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and send a copy within 14 days of issuance of the permit. However, all permits must be sent to the Gaming Division, no later than 7 days prior to the first event date by email to agogaming@nd.gov or fax to (701) 328-3535.

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240.

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☒ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**ORGANIZATION INFO**

Name of Organization or Group Mandan Boys Soccer Booster Club		Dates of Activity (Does not include dates for the sales of tickets) 9/16/2025	
Organization or Group Contact Person Heather Lundeen	E-mail lundeen@midco.net	Telephone Number 7014715615	
Business Address 905 8th Ave NW	City Mandan	State ND	ZIP Code 58554
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Mandan Stario Complex		County	
Site Physical Address 111 Old Red Trail	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 9/16/25			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash (50% proceeds to Bismarck Cancer Center 50% proceeds to raffle winner)	
Total (limit \$40,000 per year)		\$? total dependent on evening ticket sales

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds 50% donation to Bismarck Cancer Center	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Heather Lundeen	Telephone Number 7014715615	E-mail Address lundeen@midco.net
Signature of Organization Group's Permit Organizer 	Title Booster Member, Kick Cancer Night Organizer	Date 8/29/2025

Information required to be preprinted on a standard raffle ticket:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

	<u>Local Permit</u>	<u>Restricted Event Permit</u>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a request for a minor plat for Ideal Image Addition.

STATEMENT/PURPOSE:

Consider a request for a minor plat for Ideal Image Addition.

BACKGROUND/ALTERNATIVES:

BS Real Estates LLC/Ideal Image Dentistry is requesting approval of a minor plat for Ideal Image Addition.

Property History

Minor Plat

The plat is .896 acres in size and the property has roughly three hundred and one feet of frontage along Main Street.

Adjacent Properties Zoning, Land Use, and Future Land Use

This property is in the DF - Downtown Fringe zoning district. Properties to the North, South, and East are also in the DF - Downtown Fringe. Properties to the West are in the DC - Downtown Core. The Future Land Use Plan designates this property as Commercial.

Additional Information and Public Outreach

- The application and fee of \$300 was received on August 22, 2025.
- This item as a minor plat does not require notices.

Staff Comments

**Findings of Fact
Minor Plat**

1. All technical requirements for approval of a minor plat have been met;
2. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
3. The proposed plat is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
4. The proposed plat is consistent with the general intent and purpose of the zoning ordinance;
5. The proposed plat is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and
6. The proposed plat would not adversely affect the public health, safety, and general welfare.

ATTACHMENTS:

1. Application
2. Ideal Image Add.

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Staff recommends approval of Ideal Image Addition.

SUGGESTED MOTION:

I move to approve Ideal Image Addition.

CITY OF MANDAN		
Development Review Application		
☒	Minor Plat (\$300)	Zone Change (\$600)
	Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
	Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
	Final Plat up to 20 lots (\$450)	Vacation (\$500)
	Final Plat 21 to 40 lots (\$600)	Variance (\$400)
	Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
	Annexation (\$450)	Stormwater submittal (\$300)
	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)		
Request to combine lots 4-15, block 2, Mandan Proper into one lot		

Engineer/Surveyor			Property Owner or Applicant		
Name Abe Ulmer - ILSE Inc			Name BS Real Estate LLC - Leah Brady		
Address 4215 Old Red Trail NW			Address 2431 Stewart Dr.		
City Mandan	State ND	Zip 58554	City Bismarck	State ND	Zip 58503
email abe@ilsurveynd.com			email drb@idealimagedentistry.com		
Phone 701-220-0968		Fax	Phone 701-391-0415		Fax
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒	City	ETA	New	Addition	DF	DF	Ideal Image Addition
Property Address					Legal Description		
500 East Main Street					Lots 4-15, Block 2, Mandan Proper		
Current Use							
Old Hardees - Vacant							
Proposed Use							
Ideal Image Dentistry					Section 27	Township 139	Range 81
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking		
39,065	10,540	1	10,540	26	49		

Leah N Brady-Smith	Print Name		Signature	7-18-25	Date
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Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$ 300	Date 8-22-25
Notice in paper	Mailed to neighbors	P&Z meeting	
☐ Approved	Approved with conditions:		
☐ Denied			

IDEAL IMAGE ADDITION
TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
A REPLAT OF LOTS 4 TO 15, BLOCK 2 IN MANDAN PROPER ADDITION
ALL IN SECTION 27, T139N, R81W



PROPERTY DESCRIPTION

ALL OF LOTS 4 TO 15, BLOCK 2 IN MANDAN PROPER ADDITION AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 0.90 ACRES (39,066 SQUARE FEET), MORE OR LESS AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS OF FEET THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

OWNER'S CERTIFICATE OF DEDICATION

I, THE UNDERSIGNED, BEING SOLE OWNER OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATION AS "UTILITY EASEMENT".

BS REAL ESTATE, LLC
LOT 1, BLOCK 1

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2025.

NOTARY PUBLIC _____

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

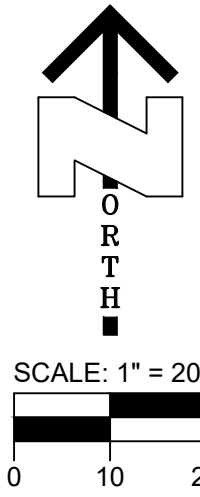
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____, 20__.

JIM NEUBAUER - CITY ADMINISTRATOR

JAMES FROELICH - PRESIDENT OF THE BOARD
OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA. HEREBY APPROVES "IDEAL IMAGE ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE



DATE: JULY 7TH, 2025

VERTICAL DATUM - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH
ZONE-NAD83 (2011), INTERNATIONAL FEET.

MEASUREMENTS HAVE BEEN ESTABLISHED
BY RTK FROM THE "BSMK" CORS STATION
AND ARE REPORTED IN GRID.

AREA TABLE

LOT 1 39,066 SF 0.90 ACRES

LEGEND

- FOUND SURVEY MONUMENT
● SET CAPPED REBAR "LS-9628"
..... VACATED LOT LINE

OWNERS:
BS REAL ESTATE, LLC
2431 STEWART DRIVE
BISMARCK, ND 58503

- NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENTS.
2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.

IDEAL IMAGE ADDITION
REPLAT OF LOTS 1-15, BLK 2
MANDAN PROPER ADDITION
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1 JOB NUMBER: 24019
SCALE: 1"= 20' DWG REVISION DATES
DRAWN BY: MRI - -
DWG DATE: 6/26/27 - -
DWG NAME: 25019 Minor Plat.dwg

Independent
Land
Surveying &
Engineering

4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-661-5184
Cell: 701-595-2079
mark@ilsurveynd.com



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider Amendments to the Retirement Plan to Update Eligibility and Add Roth Option

STATEMENT/PURPOSE:

To approve the presented Retirement Plan Amendments around Eligibility and adding Roth option.

BACKGROUND/ALTERNATIVES:

The City of Mandan and the Mandan Park District maintain a shared retirement plan for civilian staff through TruStage. The updates outlined below apply to the 457(b) Deferred Compensation Plan, while the eligibility update applies to both the 457(b) and 401(a) plans.

These changes have been reviewed in consultation with the City's financial advisors at Edward Jones, the plan trustees from both the Park District and the City, and in close collaboration with TruStage consultants to ensure alignment and compliance.

Summary of Proposed Changes

Effective Date: October 1, 2025

- **Contributions:** Adds Roth (post-tax) deferrals as a contribution option.
- **Eligibility:** Lowers the minimum age of eligibility from 19 to 18 years old.
- **Rollover Contributions:** Confirms that rollovers of outside Roth accounts into the 457(b) plan are permitted.
- **In-Plan Roth Rollovers:** Allows employees to complete in-plan transfers from traditional to Roth accounts.
- **Administrative Changes:**
 - Adds "Career Firefighters hired after July 1, 2018" to the list of exclusions. This is not a new change but reflects an existing exemption in the ordinance that had not previously been included in the plan documents.
 - Removes Heide Delorme from the list of named trustees, as she is no

longer employed by the City or Park District.

These changes are expected to positively impact plan participation, employee financial wellness, and overall retirement readiness. By lowering the eligibility age to 18, younger employees will have the opportunity to begin saving earlier in their careers. The addition of Roth contribution options and in-plan Roth conversions provides employees with greater flexibility and control over their long-term tax planning. Additionally, allowing rollovers of external Roth funds into the plan enhances portability and makes it easier for new hires to maintain continuity in their retirement savings.

ATTACHMENTS:

1. Adoption Agreement 10.01.2025

FISCAL IMPACT:

NA

STAFF IMPACT:

These changes are expected to have a positive impact on plan participation, employee financial wellness, and overall retirement readiness.

If approved, staff is prepared to develop and implement a communication plan to ensure employees are informed and understand the new options available to them.

LEGAL REVIEW:

Sent to Amy Oster

RECOMMENDATION:

To approve the retirement plan amendments as presented, effective October 1, 2025.

SUGGESTED MOTION:

I move to approve the retirement plan amendments as presented, effective October 1, 2025

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER (1.11).

Name: City of Mandan

Address: 205 2nd Ave. N.W. Street

Mandan North Dakota 58554-3125

City State Zip

Telephone: 701.667.3217

Taxpayer Identification Number (TIN): 45-6002118

2. PLAN NAME.

Name: City of Mandan Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a. ☒ **December 31.**
- b. ☐ **Plan Year:** ending: _____.
- c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**
- b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. ☒ January 1, 1993 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

d. ☒ October 1, 2025 (enter month day, year)

Special Effective Dates: (optional)

e. ☐ **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

- a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (*Choose one or more of b. through d. if applicable*):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (*Choose one or more as applicable*):

And will **Roth Elective Deferrals** be made?

1. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

2. ☐ **No.**

And will Matching Contributions be made with respect to Elective Deferrals?

3. ☐ **Yes.** See Question 16.

4. ☒ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (*Choose one of a. or b.*):

- a. ☐ **No exclusions.** All Employees are eligible to participate.

- b. ☒ **Exclusions.** The following Employees are Excluded Employees (*Choose one or more of 1. through 9.*):

1. ☐ **Part-time Employees.** Employees who normally work less than _____ hours per week.

2. ☐ **Part-Time, Seasonal, and Temporary Employees as defined in Treas. Reg. §31.3121(b)(7)-2(d)(2)(iii).** [This exclusion is sometimes used in FICA replacement plans.]

3. ☐ **Hourly-paid Employees.**

4. ☐ **Salaried Employees.**

5. ☐ **Nonresident aliens as defined in Code §410(b)(3)(C).**

6. ☐ **Employees covered by a collective bargaining agreement unless the agreement provides otherwise.**

7. ☐ **Employees in an appointed or elected position.**

8. ☐ **Leased Employees.** The Plan excludes Leased Employees.

9. ☒ **Specify:** All full-time and regular part-time employees NOT employed by 1) City of Mandan; 2) Mandan Library; 3) Mandan Park District; 4) Mandan Airport. Sworn Police Officers hired on or after July 1, 2016. Career Firefighters hired after July 1, 2018.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (*Choose one of a., b. or c.*):

- a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☒ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (*Choose one of a., b., c. or d.*):

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

- d. ☐ Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below. The base definition of Compensation is used to determine Includible Compensation.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (*Choose one of e. or f.*):

- e. ☒ **No modifications.** The Plan makes no modifications to the definition.
- f. ☐ **Modifications** (*Choose one or more of 1. through 9.*):
1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
 2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.
 3. ☐ **Bonuses.** The Plan excludes bonuses.
 4. ☐ **Overtime.** The Plan excludes overtime.
 5. ☐ **Excess Compensation.** The Plan excludes Compensation in excess of _____ (enter definitely determinable amount, such as "\$100,000," or "the compensation limit under Code §401(a)(17)").
 6. ☐ **Shift differentials.** The Plan excludes shift differential pay.
 7. ☐ **Differential wage payments.** The Plan excludes differential wage payments described in Code §3401(h)(2).
 8. ☐ **Union exclusions.** The Plan excludes such categories of a Participant's Compensation as are provided for exclusion in the collective-bargaining agreement which applies to the Participant.
 9. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of g. or h.*):

- g. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. (*N/A if no matching or nonelective contributions*)
- h. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (*N/A if no matching or nonelective contributions*)

9. **POST-SEVERANCE COMPENSATION (1.05(F)).**

Includible Compensation (post-severance compensation adjustments) (*select all that apply at a.; leave blank if none apply*)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.05(B)(3)), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☐ The defaults listed above apply except for the following (*select one or more*):
1. ☐ Leave cash-outs will be **excluded**
 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 3. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. ☐ Other: (must be definitely determinable): _____

Plan Compensation (post-severance compensation adjustments)

- b. ☒ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.05 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 10)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☐ **Post-severance adjustments.** The defaults listed at b. apply except for the following (*select one or more*):
1. ☐ Regular pay will be **excluded**
 2. ☐ Leave cash-outs will be **excluded**
 3. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 4. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Other: (must be definitely determinable) _____

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a., b. or c.*):

- a. ☒ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 65. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]

- b. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
- c. ☐ **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.

Special Provisions for Police or Fire Department Employees (Choose d. and/or e. as applicable):

- d. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] (Choose 1., 2. or 3.):
1. ☒ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 55. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 2. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
 3. ☐ **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.
- e. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] (Choose 1., 2. or 3.):
1. ☒ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 55. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 2. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
 3. ☐ **Pension Benefit Age.** The Pension Benefit Age defined in Plan Section 1.20.

11. **ELIGIBILITY CONDITIONS (2.01).** (Choose one of a. or b.):

- a. ☐ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☒ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (Choose one or more of 1., 2. or 3.):
1. ☒ **Age.** Attainment of age 18.
 2. ☐ **Service.** Service requirement (Choose one of a. or b.):
 - a. ☐ **Year of Service.** One year of Continuous Service.
 - b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
 3. ☐ **Specify:** _____

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (Choose one of a. through g. The Employee will enter on the Entry Date which immediately follows the date the employee satisfies the eligibility conditions, unless h. is selected. See 6.03(B) regarding the timing of deferral elections.):

- a. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- c. ☐ **Quarterly.** The first day of each Plan Year quarter.
- d. ☐ **Monthly.** The first day of each month.
- e. ☐ **Date of hire.** The Employee's employment commencement date with the Employer.
- f. ☒ **Immediate.** The Employee's employment commencement date with the Employer, or, if later, upon satisfaction of eligibility conditions.
- g. ☐ **Specify:** _____
- h. ☐ **Immediately following or coincident with.** The Employee will enter on the Entry Date immediately following or coincident with the date the Employee satisfies the eligibility conditions.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a. ☐ **No limitations.**
- b. ☒ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
 - 1. ☒ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: 100% (*specify dollar amount or percentage of Compensation*).
 - 2. ☒ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: 2% (*specify dollar amount or percentage of Compensation*).
 - 3. ☐ **Specify:** _____.

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. ☐ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☒ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for Automatic Deferrals? (*Choose one of the following*) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:

- a. ☐ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☒ **Applies.** The Plan applies the Automatic Deferrals provisions described in election 31 effective as of January 1, 2015. The Plan is not an EACA.
- c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA) effective as of _____. Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03(A)).** The Employer Matching Contributions under Election 5.b.1. are made as follows (*Choose one or more of a. through d.*):

- a. ☐ **Fixed formula.** An amount equal to (*Choose one of 1. through 3.*):
 - 1. ☐ **Deferral percentage.** _____% of each Participant's Salary Reduction Contributions.
 - 2. ☐ **Flat dollar.** \$_____ if the Participant's Salary Reduction Contributions are at least _____ (*Enter percentage of compensation or dollar amount*).
 - 3. ☐ **Contract.** The contribution determined pursuant to the Participant's employment contract or the collective-bargaining agreement which applies to the Participant.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (*Choose one of e. through i.*):

- e. ☐ **Plan Year.**

- f. ☐ **Plan Year quarter.**

- g. ☐ **Calendar month.**

- h. ☐ **Payroll period.**

- i. ☐ **Specify:** _____.

Percentage Limit on Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (*Choose one of j. through m.*):

- j. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

- k. ☐ **Percentage limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.

- l. ☐ **Discretionary percentage.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

- m. ☐ **Specify:** _____.

Salary Reduction Contributions Disregarded. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, all Salary Reduction Contributions will be taken into account other than those specified below (*Check all that apply*):

- n. ☐ **Age 50 Catch-Up Contributions.**

- o. ☐ **Special NRA Catch-Up Contributions.**

- p. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of q. or r.*):

- q. ☐ **No allocation conditions.**

- r. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions (*Choose one or more of 1. through 4.*):

1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of the following event or events in the current Plan Year or a prior Plan Year. (*Check all that apply*):

- a. ☐ **Death.**

- b. ☐ **Disability.**

- c. ☐ **Attainment of Normal Retirement Age.**

4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (3.03(B))**. The Nonelective Contributions under Election 5.c. are made as follows: (Choose one):

- a. ☐ **Discretionary - Pro-Rata**. An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed**. (Choose one of 1. through 3.)
 - 1. ☐ **Percentage**. _____ % of Compensation.
 - 2. ☐ **Flat dollar**. \$_____.
 - 3. ☐ **Contract**. The contribution determined pursuant to the Participant's employment contract or the collective-bargaining agreement which applies to the Participant.
- c. ☐ **Other**. A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of d. or e.):

- d. ☐ **No allocation conditions**.
- e. ☐ **Conditions**. The following allocation conditions apply to Nonelective Contributions (Choose one or more of 1. through 4.):
 - 1. ☐ **Service condition**. The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 - 2. ☐ **Employment condition**. The Participant must be employed by the Employer on the last day of the Plan Year.
 - 3. ☐ **Limited Severance Exception**. Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of the following event or events in the current Plan Year or a prior Plan Year (Check all that apply):
 - a. ☐ **Death**.
 - b. ☐ **Disability**.
 - c. ☐ **Attainment of Normal Retirement Age**.
 - 4. ☐ **Specify**: _____.

Time Period for Nonelective Contributions. The Employer will determine its Nonelective Contributions based on employment and Compensation during each (Choose one of f. through j.):

- f. ☐ **Plan Year**.
- g. ☐ **Plan Year quarter**.
- h. ☐ **Calendar month**.
- i. ☐ **Payroll period**.
- j. ☐ **Specify**: _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02)**. The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account (Choose one of a. through e.):

- a. ☐ **Specified Date**. _____ days after the Participant's Severance from Employment.
- b. ☒ **Immediate**. As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year**. As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age**. As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify**: _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution (Choose one or more of f. through k. as applicable):

- f. ☒ **Lump sum**. A single payment.
- g. ☒ **Installments**. Multiple payments made as follows: substantially equal installments.
- h. ☐ **Installments for required minimum distributions only**. Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution as available pursuant to the policies and options determined in the discretion of the Plan Administrator**.

- j. ☐ **Partial distributions**, provided the minimum withdrawal is \$_____ (leave blank if no minimum). See Section 4.02(D).
- k. ☐ **Specify:** _____.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan (*Choose one of l., m. or n.*):

- l. ☐ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through k. above).
- m. ☒ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- n. ☐ **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose o. or p.*):

- o. ☒ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- p. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$7,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$_____ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Qualified Health Insurance Premiums.

- q. ☐ **Payment permitted.** The plan permits payment of qualified health insurance premiums for Eligible Retired Public Safety Officers, as set forth in Section 4.08.

Rollovers in determination of \$7,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$7,000 threshold for timing of distributions, form of distributions or consent rules.

- r. ☐ **Exclude rollovers** (rollover contributions will be **excluded** in determining the \$7,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☒ **Immediate.** As soon as practical following the Participant's death.
- b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. ☐ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. ☐ **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2. ☐ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$7,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
- a. ☐ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$7,000.

3. ☐ **Age.** A Participant who attains age _____ (Enter age not less than 59 1/2 and not greater than 73) may elect distribution of any or all of his/her Account. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains such age.
4. ☐ **Specify:** _____.

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (Choose one of a., b. or c.):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** _____.

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (Choose one or more of a. through f.):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
- b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
- c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
- e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).
- f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☒ **Not apply the benefit accrual provisions of Section 3.13.**
- b. ☐ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. ☐ **The Plan does NOT permit distributions for deemed severance of employment.**
- d. ☒ **The Plan Administrator may by policy permit distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
1. ☒ **All Contributions.** (skip to 25.)
 2. ☐ **Only the following contributions.** (select all that apply):
 - a. ☐ **Salary Reduction Contributions.**
 - b. ☐ **Nonelective Contributions.**
 - c. ☐ **Matching Contributions.**
- b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:
- Contributions affected.** The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):
1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Vesting Schedule:

4. ☐ **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

For vesting purposes, a "Year of Service" means:

5. _____.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** _____.

Additional Provisions (Choose d. if applicable)

d. ☐ **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.

2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. ☐ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** Instead of holding all of the Deferred Compensation in the Trust established in Article VIII, the Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) if (a.) is selected.

a. ☒ **Custodial account(s) or annuity contract(s).**

b. ☐ **Specify (Optional):** _____.

[Note: The Employer under b. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a. ☐ **No additional Valuation Dates.**
- b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
 2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.
 3. ☐ **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

- a. ☒ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
<u>Jim Neubauer</u>	<u>Trustee</u>
<u>Cole Higlin</u>	<u>Trustee</u>
<u>Greg Welch</u>	<u>Trustee</u>
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

1. ☒ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address: _____

Street

City State Zip

Telephone: _____

- b. ☐ Corporate Trustee

Name: _____

Address: _____

Street

City State Zip

Telephone: _____

AND, the Corporate Trustee shall serve as:

- c. ☐ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A)).** The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☒ **Does not permit.**
- b. ☐ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.d. are made as follows, subject to any additional limitations which may be provided by policy pursuant to Plan Section 3.09(A):

Who may roll over (*Choose one of a. or b.*):

- a. ☐ **Participants only.**
- b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (*Choose one of e., f. or g.*):

- e. ☐ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☒ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. **AUTOMATIC DEFERRAL PROVISIONS (3.02(B), 3.14).** (*Leave blank if 15a. is selected.*)

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of Automatic Deferrals (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of Automatic Deferrals.
- b. ☒ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of Automatic Deferrals, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of Automatic Deferrals regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (*select e. or f.*):

- e. ☒ **Constant.** The Employer will withhold 4% for Police and Firefighters (defined as Sworn Police Officers and Career Firefighters) and for all other Employees 2 % of Compensation each payroll period.

Escalation of deferral percentage (*select one or leave blank if not applicable*)

- 1. ☐ **Scheduled increases.** This initial percentage will increase by _____ % of Compensation per year up to a maximum of _____ % of Compensation.
- 2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Election

- f. ☐ **Optional election** (*leave blank if not applicable*)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

- 1. ☐ A Participant's Affirmative Election will resume after the suspension period.

32. **In-Plan Roth Rollover Contributions from otherwise distributable amounts (IRR)**

- a. ☐ **Yes, allowed.**

Effective Date (*enter date*)

- 1. ☐ IRR Effective Date: _____

33. **In-Plan Roth Rollover Contributions from otherwise nondistributable amounts (IRT)**

- a. ☒ **Yes, allowed.**

Effective Date (*enter date*)

- 1. ☒ IRT Effective Date: October 1, 2025.

34. Is spousal consent required for non-spouse beneficiary designations by married participants (6.01(A))?
- a. ☐ Yes.
 - b. ☒ No.

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Mandan

By: _____

Jim Neubauer

TRUSTEE

Cole Higlin

TRUSTEE

Greg Welch

TRUSTEE

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Financial Policies

STATEMENT/PURPOSE:

To approve the City's financial policies.

BACKGROUND/ALTERNATIVES:

The purpose of the financial policies is to establish a comprehensive framework for the financial management of the City of Mandan. These policies are designed to ensure fiscal stability, promote accountability and transparency, and provide consistent guidance for decision-making. The policies are based on best practices recommended by the Government Finance Officers Association (GFOA) and applicable state and federal laws.

The objectives of the City's financial policies are to:

1. Maintain long-term financial sustainability.
2. Promote efficient and transparent financial operations.
3. Support strategic decision-making by elected officials and staff.
4. Safeguard the City's assets and creditworthiness.
5. Comply with legal and regulatory requirements.

The City is currently implementing these financial policies on an annual basis. However, the finance department recommends consolidating the policies into a single document for administrative purposes.

These financial policies will be reviewed at least once every two years by the finance department and the Budget & Finance Committee. Updates may be adopted by the City Commission to reflect changes in law, best practices, or the City's strategic priorities.

ATTACHMENTS:

1. Financial Policies

FISCAL IMPACT:

None

STAFF IMPACT:

See Background section above.

LEGAL REVIEW:

Reviewed by City Attorney.

RECOMMENDATION:

To approve the City's financial policies.

SUGGESTED MOTION:

I move to approve the City's financial policies.



CITY OF
MANDAN
WHERE THE WEST BEGINS

FINANCIAL POLICIES

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I. Purpose

The purpose of the financial policies is to establish a comprehensive framework for the financial management of the City of Mandan, North Dakota. These policies are designed to ensure fiscal stability, promote accountability and transparency, and provide consistent guidance for decision-making. The policies are based on best practices recommended by the Government Finance Officers Association (GFOA) and applicable state and federal laws.

II. Objectives

The objectives of the City's financial policies are to:

1. Maintain long-term financial sustainability.
2. Promote efficient and transparent financial operations.
3. Support strategic decision-making by elected officials and staff.
4. Safeguard the City's assets and creditworthiness.
5. Comply with legal and regulatory requirements.

III. Financial Policy Framework

Fund Balance and Reserve Policy

- The City's General Fund Balance Policy establishes guidelines for maintaining an adequate fund balance in the General Fund.
- Maintain an operating cash reserve for the General Fund equal to no less than 25% of current operating expenditures.
- Maintain an operating cash reserve for each Utility Fund equal to no less than 25% of current operating expenses.
- Cash reserves for debt service will be established when required by laws or regulations.
- Cash reserves for capital replacement will be established by City Commission approval.

Revenue Policy

- Maintain a diversified and stable revenue base to minimize the impact of economic fluctuations.
- Use conservative revenue estimates based on historical trends, economic indicators, and other projections.
- Allocate one-time revenues to one-time costs or capital projects.
- Fees and charges shall be reviewed regularly and set at levels sufficient to recover the cost of services where appropriate.
- Grant funding will be pursued but not relied upon as an ongoing revenue source.

Expenditure Policy

- Expenditures shall be authorized only when adequate funding is available.
- Ongoing costs shall be funded from ongoing revenues.
- Monitor expenditures through internal controls, regular reporting, and Commission oversight.
- Spending priorities shall align with the City's strategic goals and community needs.
- Require cost-benefit analysis for new or expanded programs.

Operating Budget Policy

- Prepare the annual budget in compliance with the North Dakota Century Code.
- Adopt a structurally balanced budget in which ongoing revenues equal or exceed ongoing expenditures.
- One-time revenues shall not be used to support ongoing operational costs.
- The budget shall align with the City's strategic goals and long-term financial forecast.
- A multi-year financial forecast will be maintained to guide budget development and evaluate the long-term impact of current decisions.

Capital Asset and Infrastructure Policy

- Maintain a multi-year Capital Improvement Plan (CIP) to guide planning, financing, and implementation of capital projects.
- Capital projects shall be funded through a mix of grants, debt, dedicated revenues, or reserves.
- Adequate funding will be provided to maintain existing assets and prevent deferred maintenance.

Long-Term Financial Planning Policy

- Forecast operating revenues, expenses, and financial position at least ten years into the future.
- The long-term financial plan will be updated annually before the budget process to inform decision-makers of the City's financial position going into budget discussions.
- The long-term financial plan will include all major funds of the City. Department managers are to prepare and update a long-term plan for personnel and machinery & equipment or capital requests for the next ten fiscal years. The engineering and public works departments are to prepare and update a long-term capital improvement plan for infrastructure projects for the next ten fiscal years. Department managers are to present the long-term plans to the City Administrator and their portfolio Commissioner. The City Commission will conduct a working session with the City Administrator and department managers to review and

discuss the long-term plans, and the Budget & Finance Committee will present funding recommendations for the long-term plans.

- The City's finance department will prepare a forecast that is based on assumptions that best reflect the status quo condition of the City. The forecast will not assume any major changes in policy where such change is speculative. Other assumptions behind the forecast will be made clear. This includes assumed growth rates in operating revenues and expenses. It also includes assumptions about forces that impact operating revenues and expenses. Examples might include changes in population, property values, taxable sales and purchases, federal & state grants and shared revenues, salaries and benefits, O&M costs, etc.
- The goal of the City is for the financial plan to be balanced over the time period of the forecast. Therefore, the City will maintain a long-term financial plan that describes how the City will achieve and/or maintain balance over a multi-year period.

Debt Management Policy

- Debt may be issued only for capital projects, public buildings, machinery & equipment and not to finance operating expenditures.
- Debt levels shall be maintained at a level that preserves the City's credit quality.
- Debt repayment schedules shall not exceed the useful life of the assets being financed.
- Maintain a debt service coverage ratio of at least 1.1 for revenue-backed debt.
- Comply with all legal requirements and disclosure obligations.

Investment Policy

- Public funds shall be invested with priority given to safety, followed by liquidity, and then yield.
- Investments shall comply with the North Dakota Century Code and other applicable regulations.
- Investment performance shall be reviewed regularly to ensure compliance and prudence.

Accounting, Auditing, and Financial Reporting Policy

- Maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB).
- An independent external audit shall be conducted annually.
- Monthly budget to actual expenditure reports shall be provided to departments.
- Monthly and annual financial reports shall be provided to the City Commission for monitoring purposes.
- Publish annual financial statement of the City as required by the North Dakota Century Code.

Internal Control and Risk Management Policy

- Maintain strong internal controls to safeguard assets, ensure reliable reporting, and promote compliance with policies.
- Segregation of duties shall be applied where practical to reduce the risk of fraud or error.
- Maintain adequate insurance coverage and actively monitor risks to protect public assets.

Local Economic Development Finance Policy

- The City's general policy guidelines for the Mandan Growth Fund direct the job and economic development financial assistance and incentives provided to businesses that desire to expand or locate in the Mandan area.

Procurement Policy

- Utilize competitive procurement practices to ensure fairness, transparency, and best value.
- Purchases shall comply with all applicable laws, ordinances, and internal procedures.
- Contracts shall be awarded based on criteria including price, quality, and service.

IV. Policy Review and Updates

These financial policies shall be reviewed at least once every two years by the finance department and the Budget & Finance Committee. Updates may be adopted by the City Commission to reflect changes in law, best practices, or the City's strategic priorities.

V. Adoption

These Financial Policies are hereby adopted by the City Commission of the City of Mandan, North Dakota on this 16th day of September, 2025.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: Administration & Mandan Municipal Court
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider appointment of alternate Municipal Court Judges.

STATEMENT/PURPOSE:

To consider appointment of alternate Municipal Court Judges.

BACKGROUND/ALTERNATIVES:

Mandan Municipal Court Judge Thomas Jackson is requesting the appointment of Amanda Harris and Amanda Welder to serve as alternate Mandan Municipal Court Judges in Judge Jackson's absence or if there may be a conflict of interest in a particular case.

Amanda Harris currently serves as the Bismarck Municipal Judge.

Amanda Welder is a UND graduate. She is not a judge anywhere else, and she resides in Bismarck. She is Judge Jackson's law partner, so she would not be used for conflict situations, but instead for situations in which Judge Jackson is out of town or otherwise unavailable for an extended period.

Both have been practicing law for some years now. Both have experience in a variety of areas.

A recent study conducted by the North Dakota Bar Association indicates the average rate for an experienced attorney would be \$300/hour. The alternate judges have been informed that the rate would be \$100 per hour and that is consistent with what alternate judges receive.

ATTACHMENTS:

None

FISCAL IMPACT:

Minimal, and will depend upon conflicting cases. The agreed to rate is \$100/hour for substitute judges.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Agenda documentation has been forwarded to Attorney Oster for review.

RECOMMENDATION:

I recommend the appointment of Amanda Harris and Amanda Welder to serve as alternate Mandan Municipal Court Judges to be compensated at \$100/hour.

SUGGESTED MOTION:

I recommend the appointment of Amanda Harris and Amanda Welder to serve as alternate Mandan Municipal Court Judges to be compensated at \$100/hour.



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 9, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: An agreement with Intermountain Infrastructure Group (IIG) to allow the use of right-of-way.

STATEMENT/PURPOSE:

To enter into an agreement with IIG and allow them to use city-owned right-of-way for their fiber infrastructure.

BACKGROUND/ALTERNATIVES:

Engineering and Public Works staff have been working closely with IIG to ensure their path through the city does not interfere with City-owned and maintained utilities or the City's future plans. The attached utility route shows IIG's current plan through the city. Staff believes that having this agreement in place will help protect the use of right-of-way (ROW).

ATTACHMENTS:

1. City of Mandan Sheets with Existing Utilities
2. Encroachment Agreement and Waiver

FISCAL IMPACT:

There is no fiscal impact to the city.

STAFF IMPACT:

Staff will spend additional time coordinating with IIG.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To enter into the encroachment agreement with IIG for the use of the city's ROW.

City Commission

Agenda Documentation

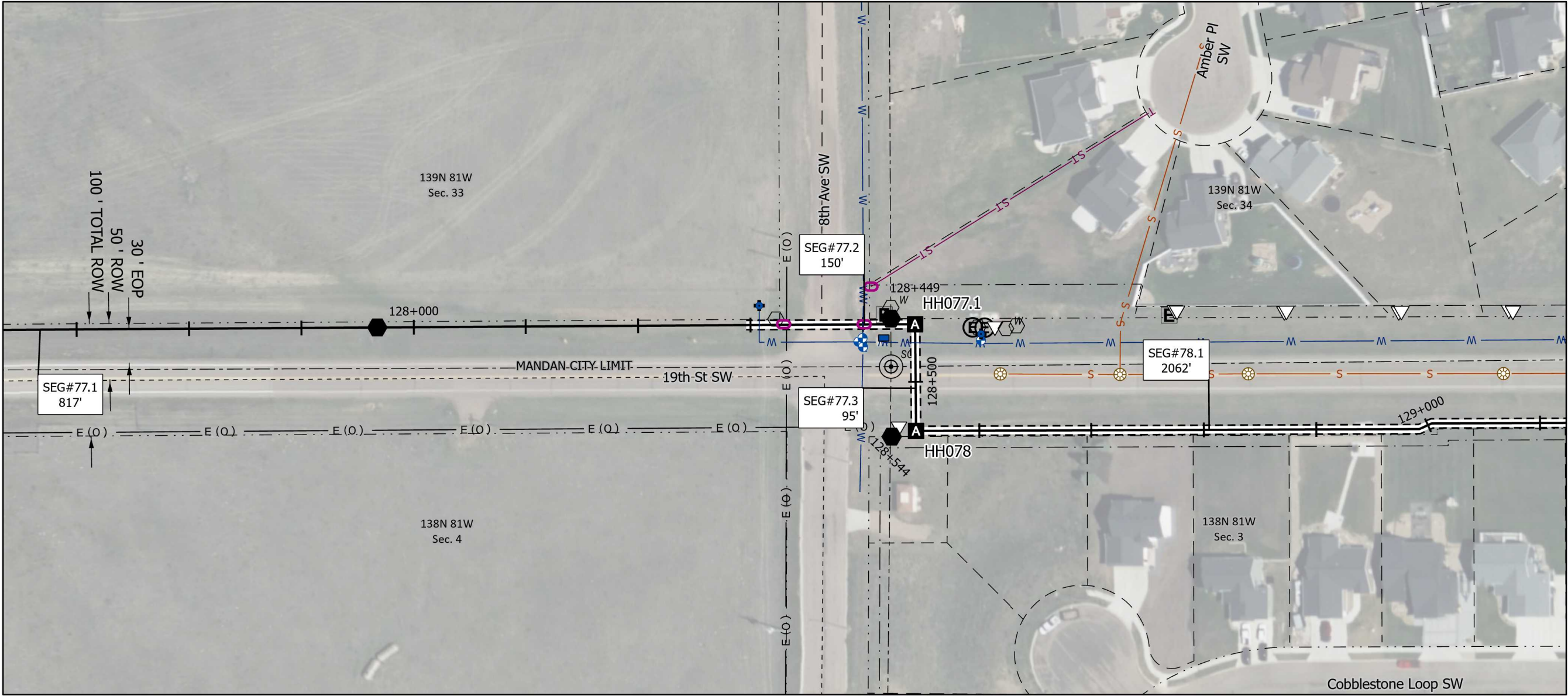
September 16, 2025

Subject: Consider entering into an encroachment agreement with Intermountain Infrastructure Group

Page 2 of 2

SUGGESTED MOTION:

I move to enter into the encroachment agreement with Intermountain Infrastructure Group, as presented.



NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH077.1	BHF(36x60x36)	A	46.80691791	-100.90142696	MN.1083.8HH077.1	
HH078	BHF(36x60x36)	A	46.80665745	-100.90142148	MN.1083.8HH078	
WARNING SIGN	BM53	WS	46.80690775	-100.90278029		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH077	HH077.1	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		967	
HH077	HH077.1	PLOW	SEG#77.1	BFOV(2x2"+1x7WAY)W	817	42"
HH077	HH077.1	BORE	SEG#77.2	BM60(2x2"+1x7WAY)D	150	42"
HH077.1	HH078	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		95	
HH077.1	HH078	BORE	SEG#77.3	BM60(2x2"+1x7WAY)D	95	42"
HH078	HH079	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		2062	
HH078	HH079	BORE	SEG#78.1	BM60(2x2"+1x7WAY)D	2062	42"

JURISDICTION
CITY OF MANDAN
PRIVATE EASEMENT (USDA)

CONSTRUCTION NOTES

1. PLACE CABLE 5' FROM ROW, UNLESS OTHERWISE NOTED BELOW.
2. WETLANDS AND WET AREAS ARE SHOWN ON CONSTRUCTION DRAWINGS. AREAS SHOWN AS BORED SHALL BE. AREAS SHOWN AS PLOW SHALL BE PLOWED IF DRY, OTHERWISE IT WILL BE BORED AND THOSE UNITS WILL BE ADDED TO CONTRACT.
3. STANDARD DEPTH OF CONSTRUCTION IS 42" MEASURED FROM GROUND LEVEL TO TOP MOST FACILITY PLACED. SEE TYPICAL BORE DETAIL FOR DEVIATIONS TO DEPTH REQUIREMENTS.



1925 GRAND AVE STE 127
BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

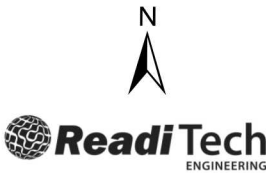
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SHOWN UTILITY LINE LOCATIONS
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CONTRACTOR SHALL DETERMINE
EXACT NUMBERS AND LOCATIONS
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CONSTRUCTION.

SHEETS ARE NOT OVERLAPPING

092	093	094

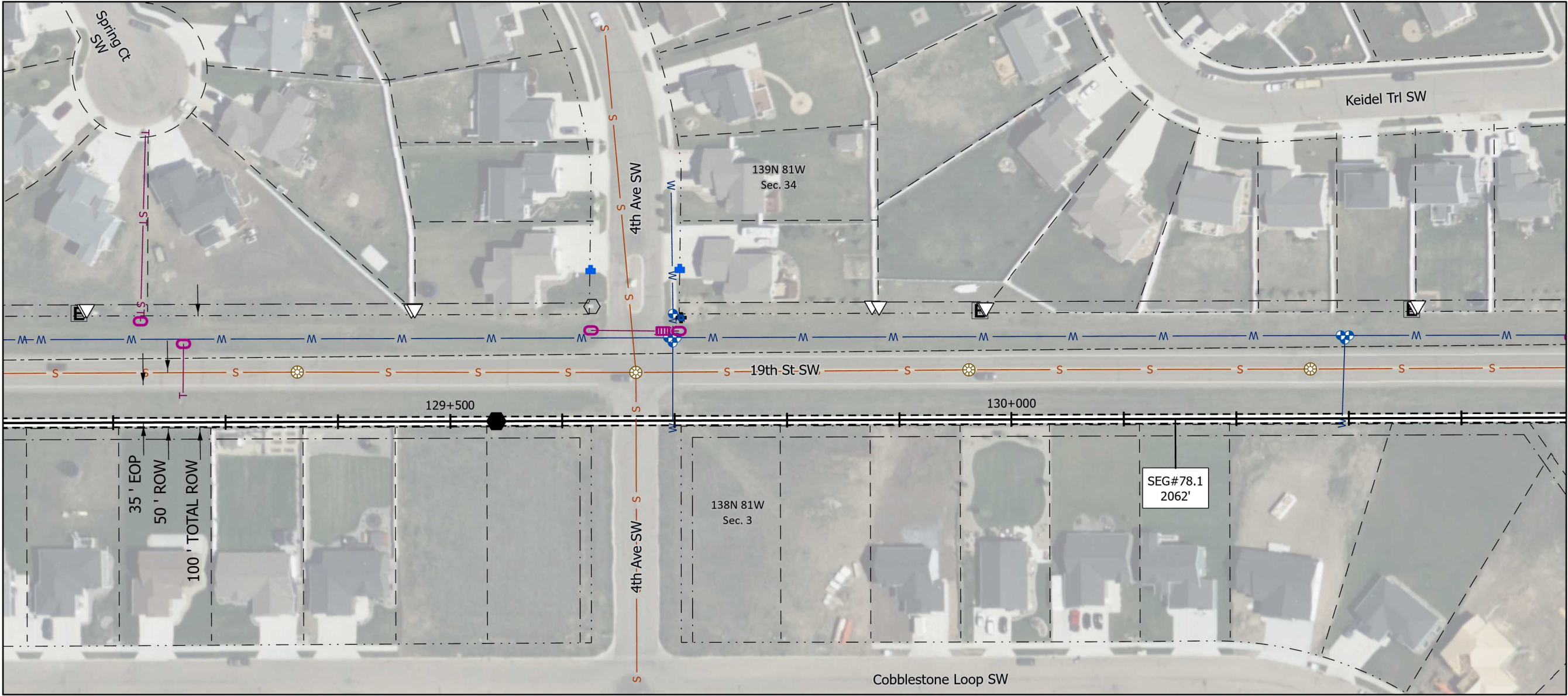
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
WARNING SIGN	BM53	WS	46.80694368	-100.89711644		

JURISDICTION
CITY OF MANDAN

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH078	HH079	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		2062	
HH078	HH079	BORE	SEG#78.1	BM60(2x2"+1x7WAY)D	2062	42"

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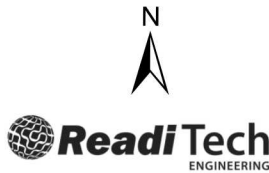
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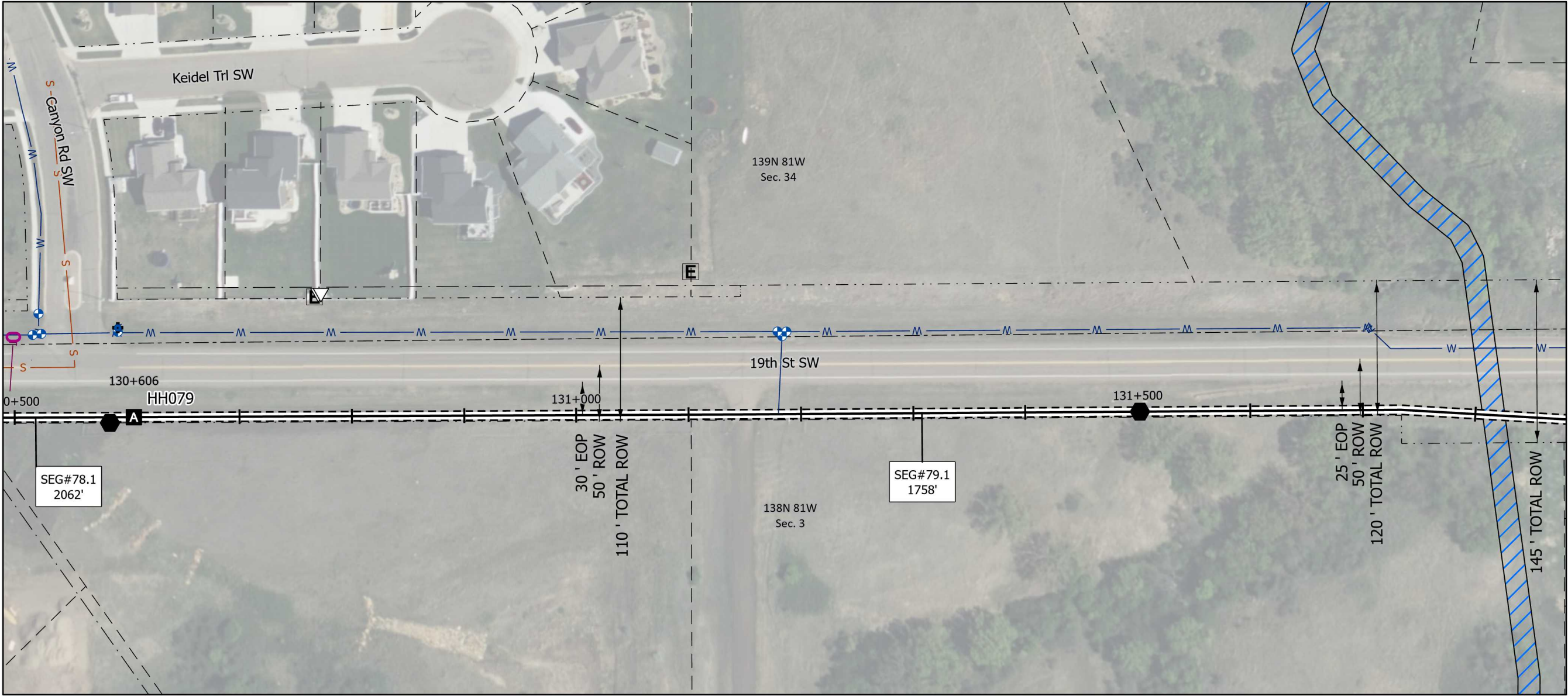
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HH079	BHF(36x60x36)	A	46.8067196	-100.89319103	MN.1083.8HH079	
WARNING SIGN	BM53	WS	46.80703652	-100.89088058		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH078	HH079	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		2062	
HH078	HH079	BORE	SEG#78.1	BM60(2x2"+1x7WAY)D	2062	42"
HH079	HH080	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1758	
HH079	HH080	BORE	SEG#79.1	BM60(2x2"+1x7WAY)D	1758	42"

JURISDICTION
CITY OF MANDAN

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1925 GRAND AVE STE 127
BILLINGS, MT 59102

FALLON TO BISMARCK
IIG LONGHAUL

PROPOSED FIBER OPTIC
INSTALLATION

MN.1083.8

WO: 743918

MORTON COUNTY

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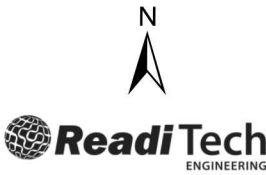
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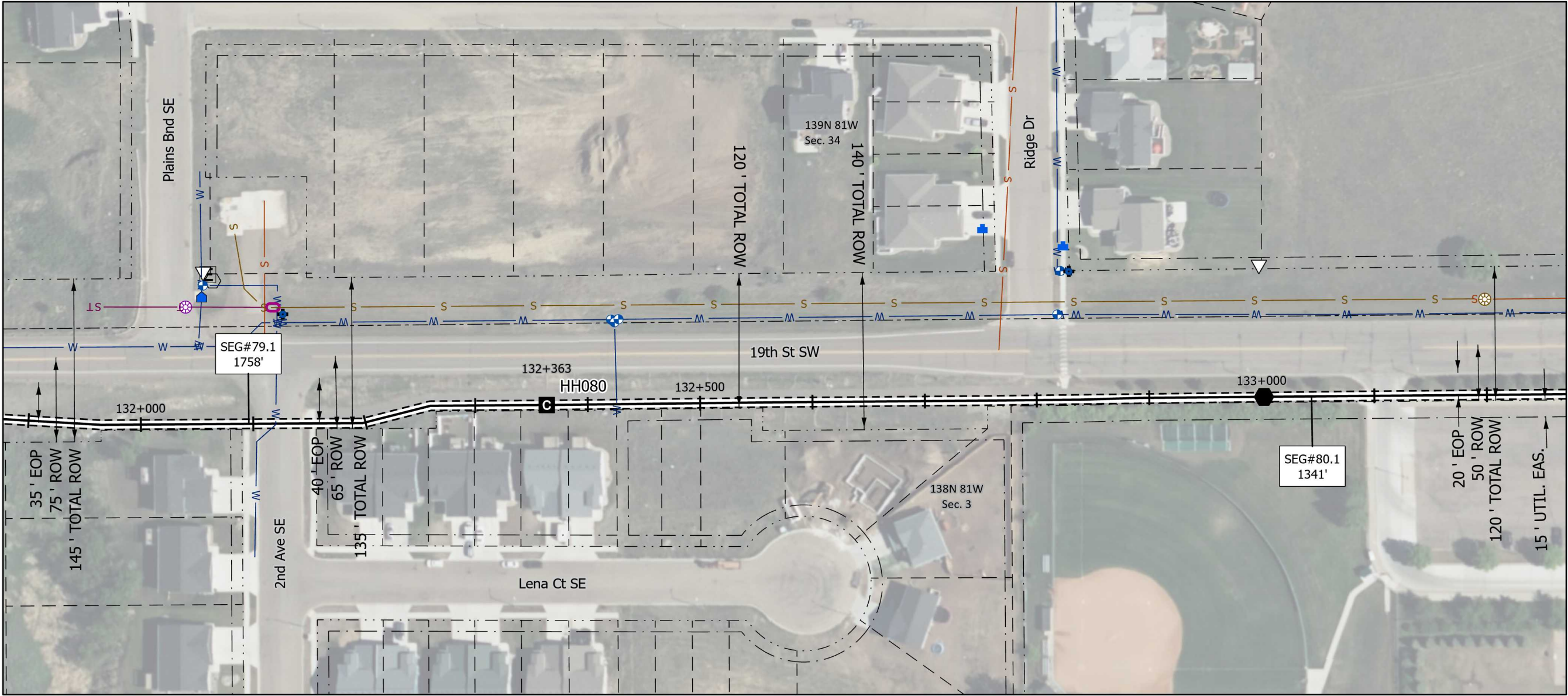


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HH080	BHF(2x36x60x36)	C	46.80677314	-100.88618154	MN.1083.8HH080	
WARNING SIGN	BM53	WS	46.80712877	-100.8835939		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH079	HH080	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1758	
HH079	HH080	BORE	SEG#79.1	BM60(2x2"+1x7WAY)D	1758	42"
HH080	HH081	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1341	
HH080	HH081	BORE	SEG#80.1	BM60(2x2"+1x7WAY)D	1341	42"

JURISDICTION
CITY OF MANDAN

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1925 GRAND AVE STE 127
BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

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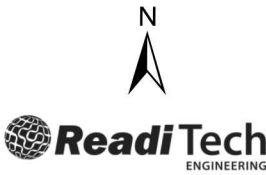
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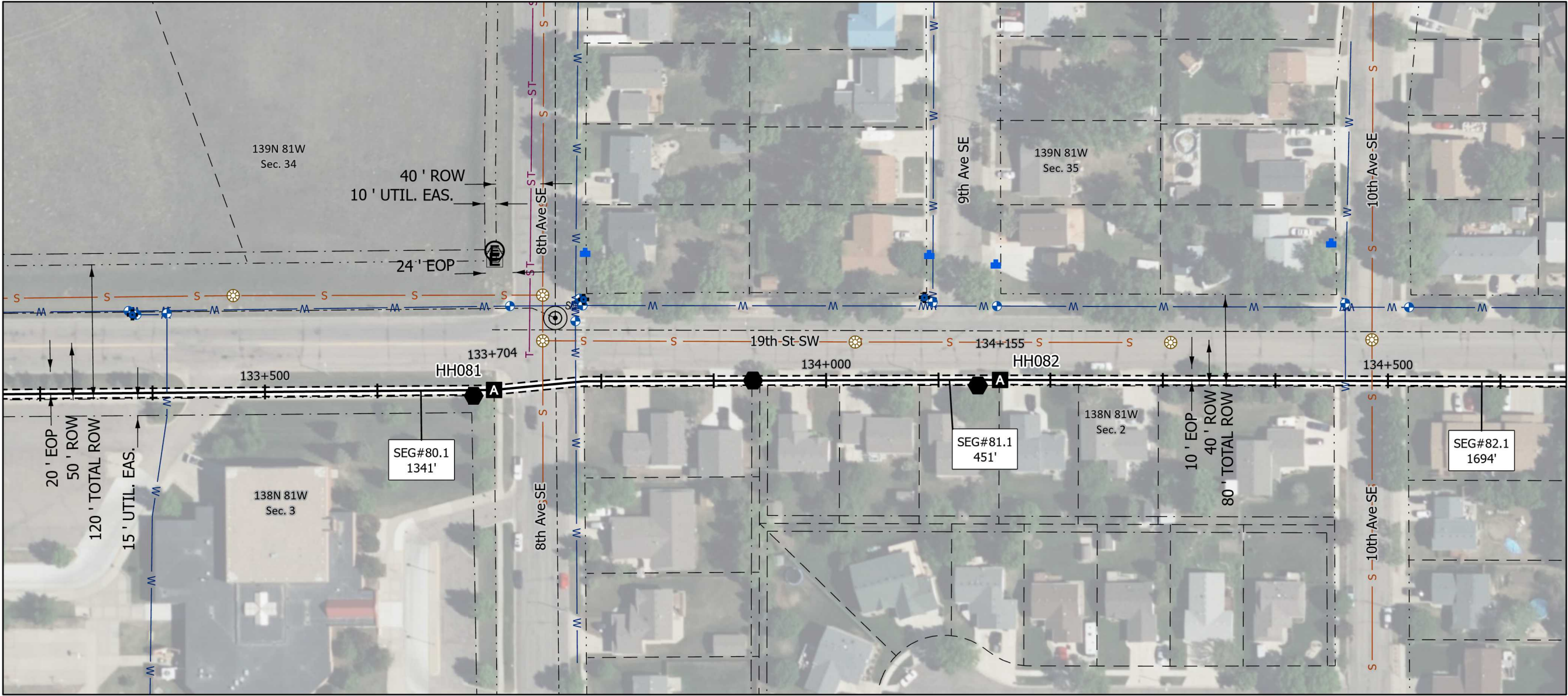
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH081	BHF(36x60x36)	A	46.80682787	-100.88082814	MN.1083.8HH081	
HH082	BHF(36x60x36)	A	46.8068583	-100.87903067	MN.1083.8HH082	
WARNING SIGN	BM53	WS	46.80705497	-100.87990724		

JURISDICTION
CITY OF MANDAN

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH080	HH081	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1341	
HH080	HH081	BORE	SEG#80.1	BM60(2x2"+1x7WAY)D	1341	42"
HH081	HH082	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		451	
HH081	HH082	BORE	SEG#81.1	BM60(2x2"+1x7WAY)D	451	42"
HH082	HH083	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1694	
HH082	HH083	BORE	SEG#82.1	BM60(2x2"+1x7WAY)D	1694	42"

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BILLINGS, MT 59102

FALLON TO BISMARCK
IIG LONGHAUL

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

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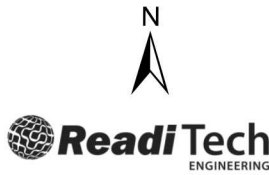
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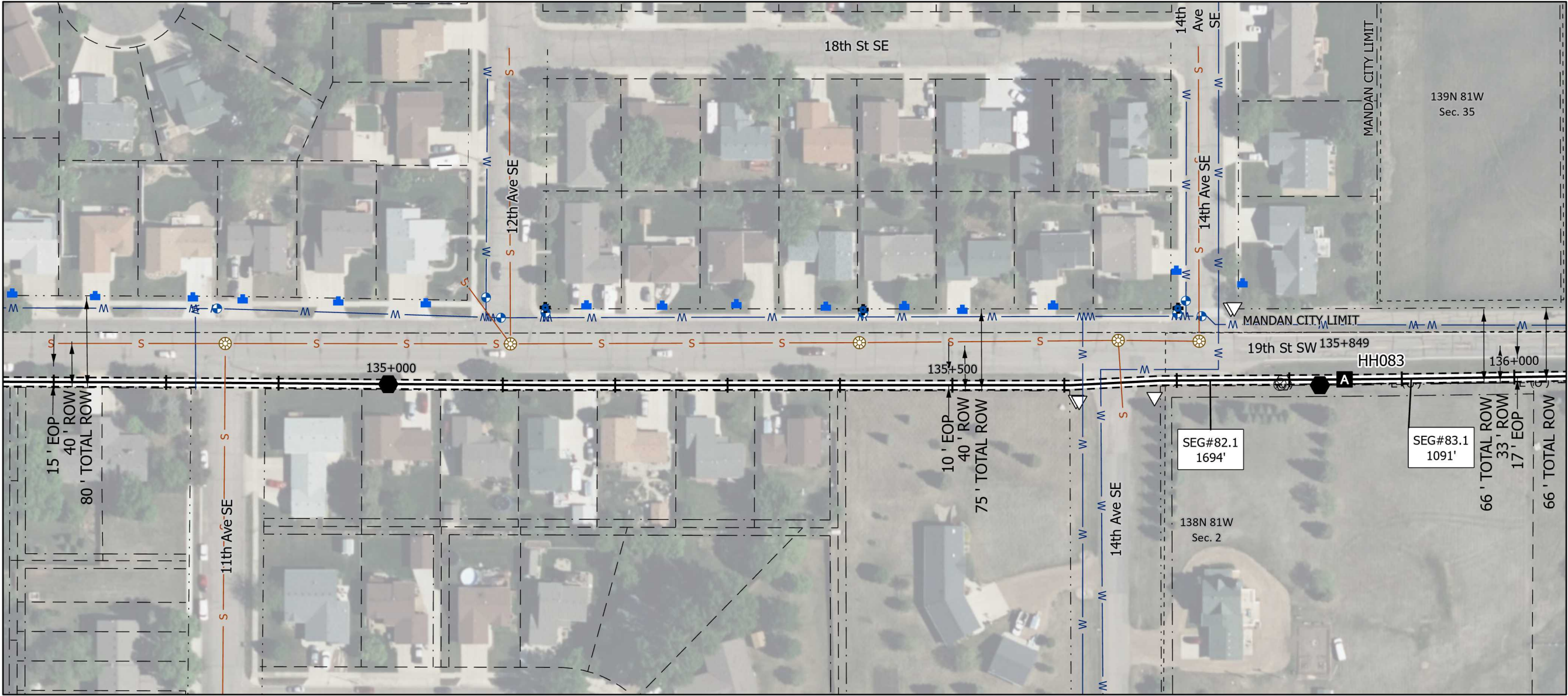
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HH083	BHF(36x60x36)	A	46.80688176	-100.87226516	MN.1083.8HH083	
WARNING SIGN	BM53	WS				

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH082	HH083	CABLE	BFO432ILR(2") + BFO432I(7WAY-B)		1694	
HH082	HH083	BORE	SEG#82.1	BM60(2x2" + 1x7WAY)D	1694	42"
HH083	HH083.1	CABLE	BFO432ILR(2") + BFO432I(7WAY-B)		1091	
HH083	HH083.1	BORE	SEG#83.1	BM60(2x2" + 1x7WAY)D	1091	42"

JURISDICTION
CITY OF MANDAN

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FALLON TO BISMARCK
IIG LONGHAUL

**PROPOSED FIBER OPTIC
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MN.1083.8

WO: 743918

MORTON COUNTY

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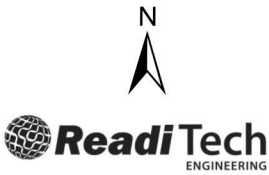
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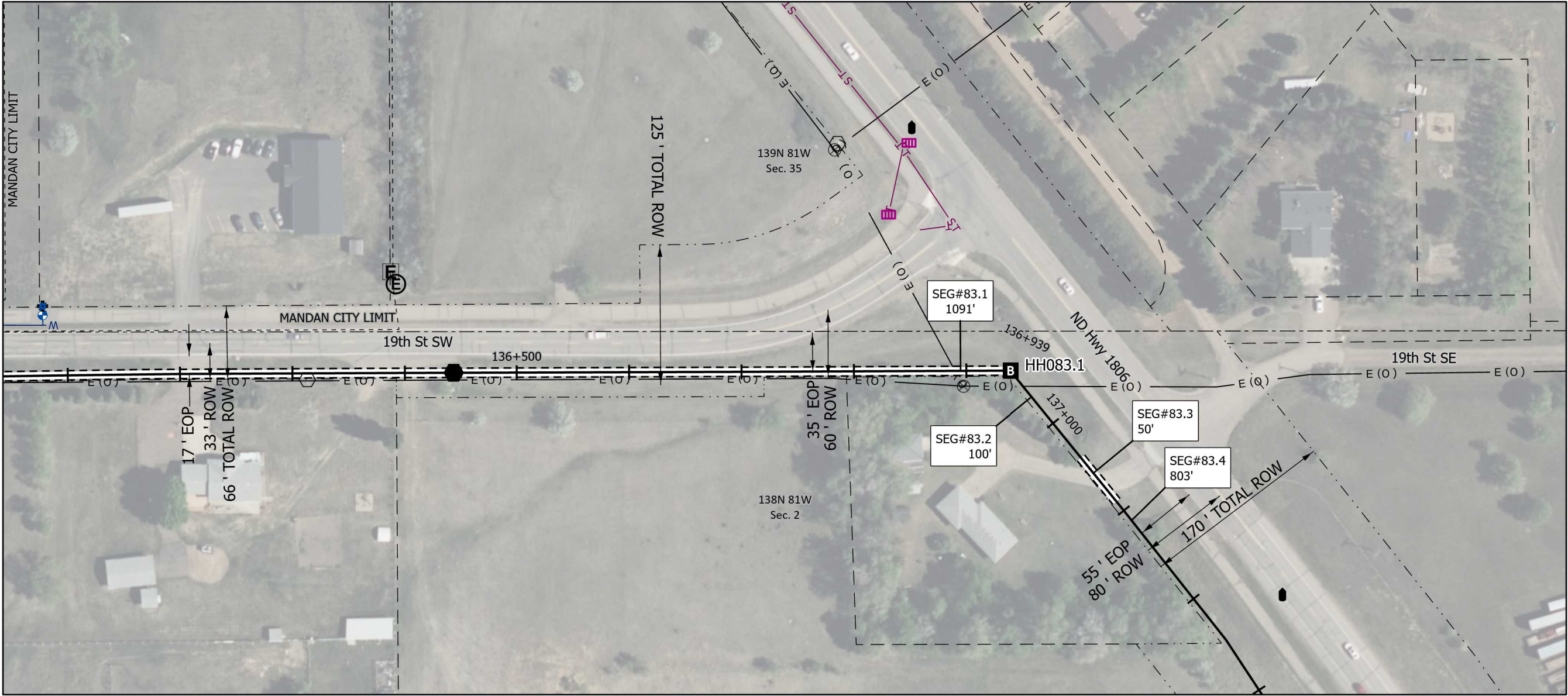
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HH083.1	BHF(2x36x60x36)	B	46.80691733	-100.8679104	MN.1083.8HH083.1	
WARNING SIGN	BM53	WS	46.80710095	-100.86904443		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH083	HH083.1	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1091	
HH083	HH083.1	BORE	SEG#83.1	BM60(2x2"+1x7WAY)D	1091	42"
HH083.1	HH084	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1750	
HH083.1	HH084	PLOW	SEG#83.2	BFOV(2x2"+1x7WAY)W	100	
HH083.1	HH084	BORE	SEG#83.3	BM60(2x2"+1x7WAY)D	50	
HH083.1	HH084	PLOW	SEG#83.4	BFOV(2x2"+1x7WAY)W	803	

JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway
CITY OF MANDAN

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5. THERE IS A STATION BREAK AT HH084 DUE TO A DESIGN REVISION.



1925 GRAND AVE STE 127
BILLINGS, MT 59102

FALLON TO BISMARCK
IIG LONGHAUL

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

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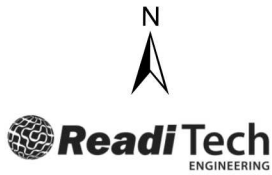
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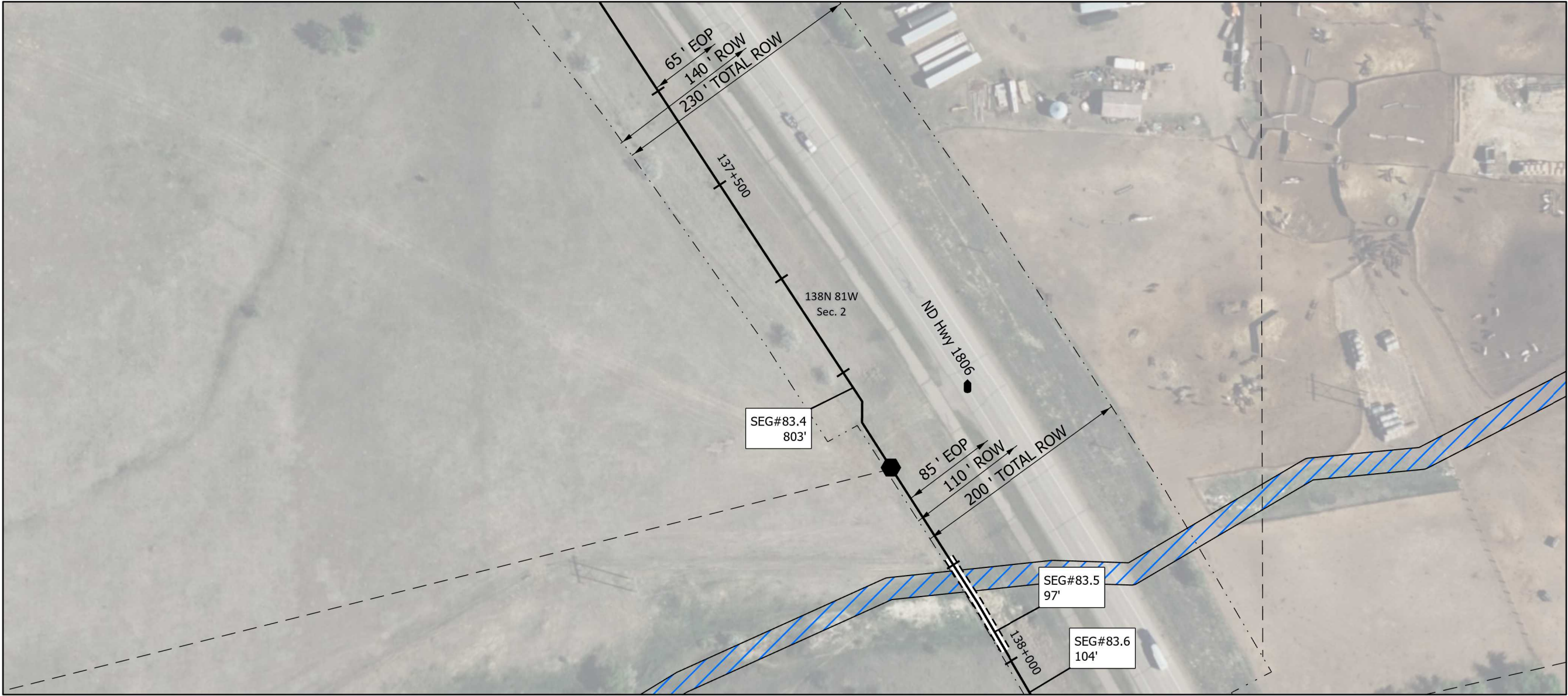
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WARNING SIGN	BM53	WS				

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH083.1	HH084	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1750	
HH083.1	HH084	PLOW	SEG#83.4	BFOV(2x2"+1x7WAY)W	803	
HH083.1	HH084	BORE	SEG#83.5	BM60(2x2"+1x7WAY)D	97	
HH083.1	HH084	PLOW	SEG#83.6	BFOV(2x2"+1x7WAY)W	104	

JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway

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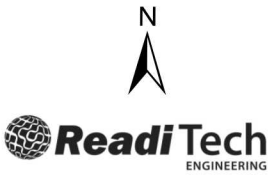
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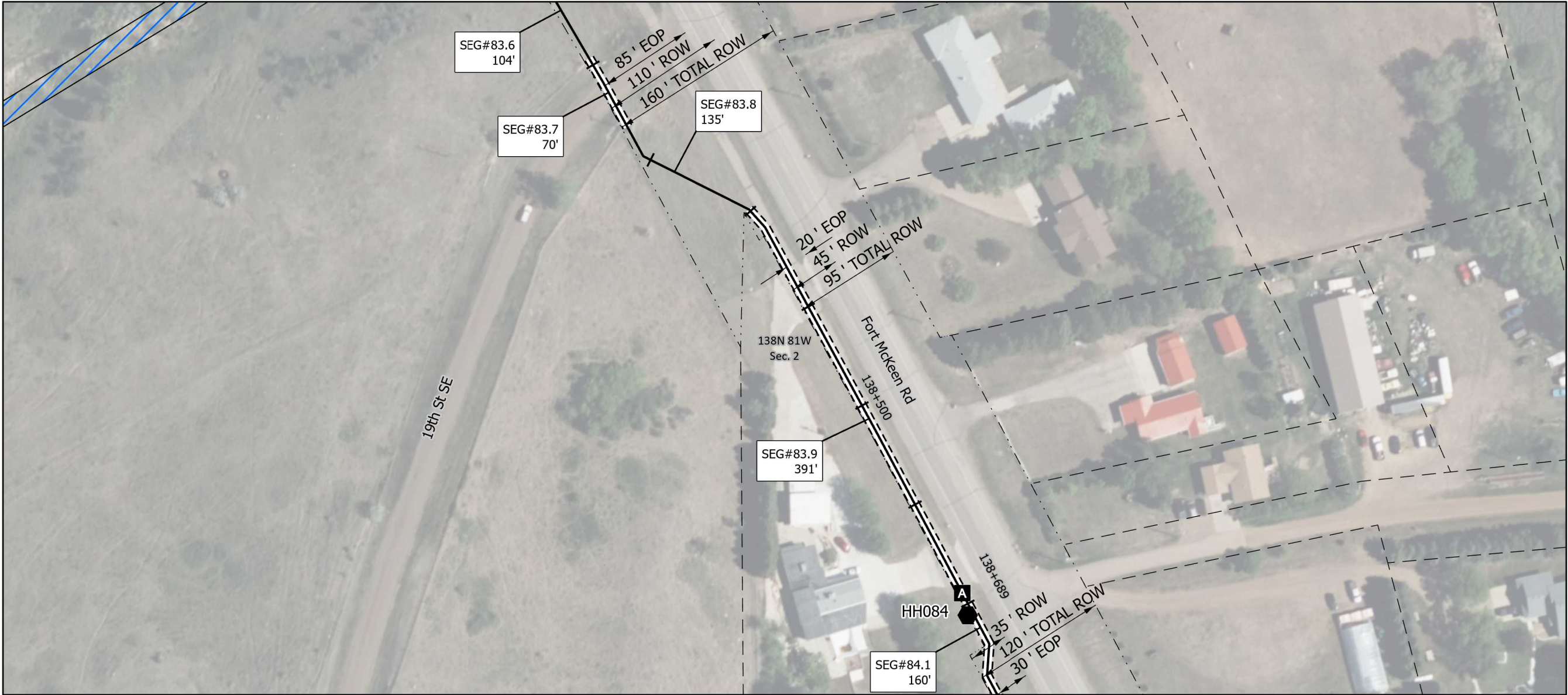
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HH084	BHF(36x60x36)	A	46.80300321	-100.86401374	MN.1083.8HH084	

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH083.1	HH084	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1750	
HH083.1	HH084	PLOW	SEG#83.6	BFOV(2x2"+1x7WAY)W	104	
HH083.1	HH084	BORE	SEG#83.7	BM60(2x2"+1x7WAY)D	70	
HH083.1	HH084	PLOW	SEG#83.8	BFOV(2x2"+1x7WAY)W	135	
HH083.1	HH084	BORE	SEG#83.9	BM60(2x2"+1x7WAY)D	391	
HH084	HH085	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1765	
HH084	HH085	BORE	SEG#84.1	BM60(2x2"+1x7WAY)D	160	

JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway

- CONSTRUCTION NOTES**
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1925 GRAND AVE STE 127
BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

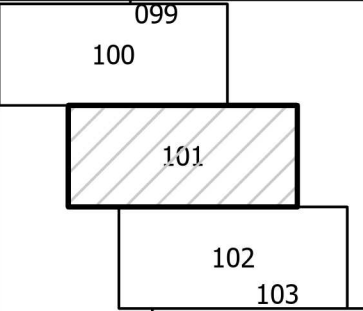
WO: 743918

MORTON COUNTY

CAUTION - UTILITY WARNING!!

SHOWN UTILITY LINE LOCATIONS
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SHEETS ARE NOT OVERLAPPING



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JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH084	HH085	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1765	
HH084	HH085	BORE	SEG#84.1	BM60(2x2"+1x7WAY)D	160	
HH084	HH085	PLOW	SEG#84.2	BFOV(2x2"+1x7WAY)W	1605	

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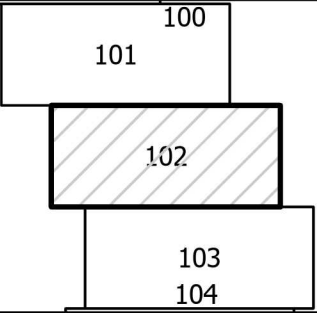
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MORTON COUNTY

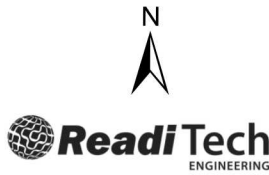
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
WARNING SIGN	BM53	WS				

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH084	HH085	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1765	
HH084	HH085	PLOW	SEG#84.2	BFOV(2x2"+1x7WAY)W	1605	

JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway

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IIG LONGHAUL**

**PROPOSED FIBER OPTIC
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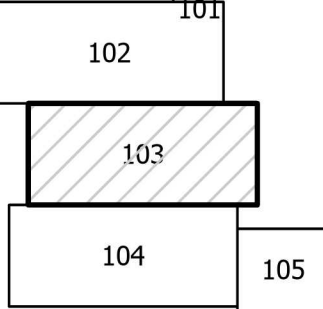
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MORTON COUNTY

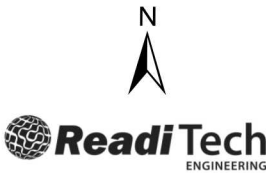
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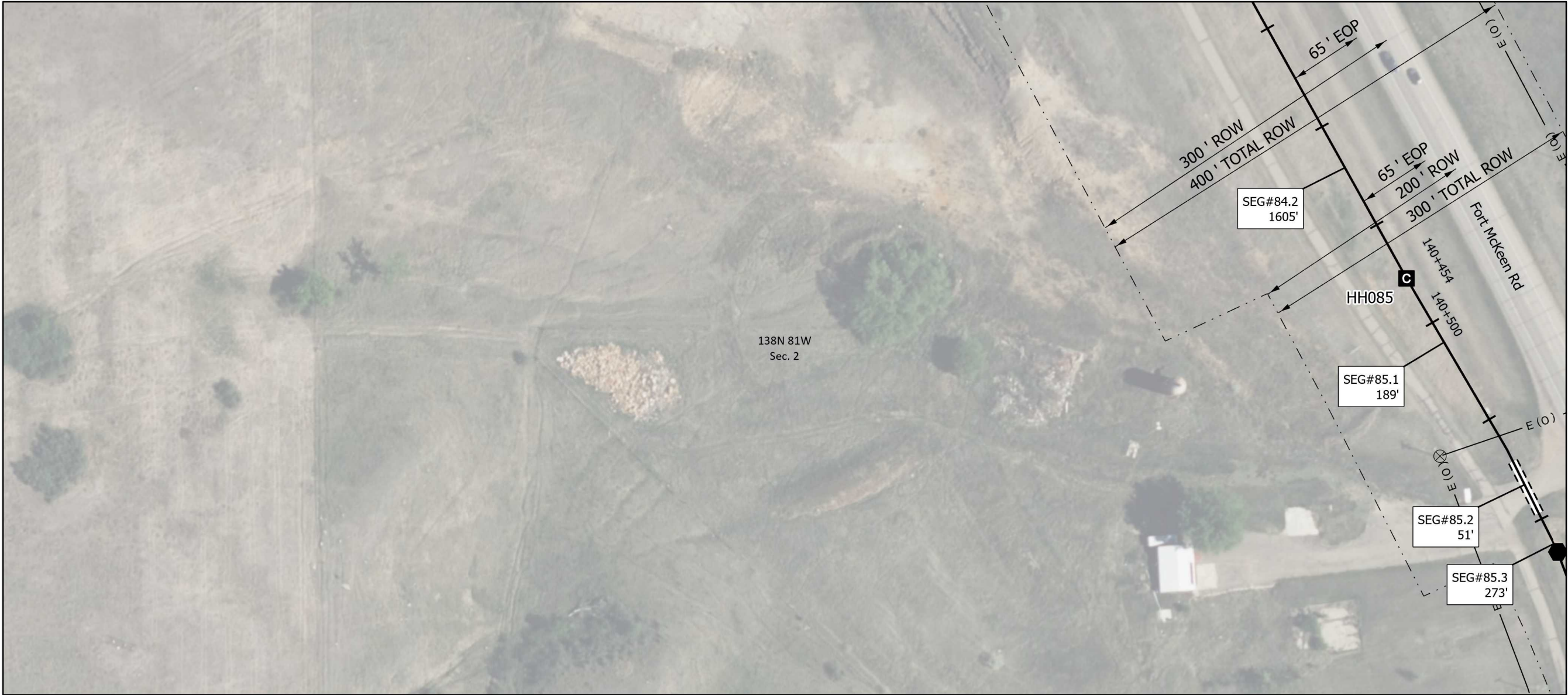
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH085	BHF(2x36x60x36)	C	46.79870614	-100.86084915	MN.1083.8HH085	
WARNING SIGN	BM53	WS				

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH084	HH085	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1765	
HH084	HH085	PLOW	SEG#84.2	BFOV(2x2"+1x7WAY)W	1605	
HH085	HH086	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		513	
HH085	HH086	PLOW	SEG#85.1	BFOV(2x2"+1x7WAY)W	189	
HH085	HH086	BORE	SEG#85.2	BM60(2x2"+1x7WAY)D	51	
HH085	HH086	PLOW	SEG#85.3	BFOV(2x2"+1x7WAY)W	273	

JURISDICTION
NDDOT(DISTRICT 1 - BISMARCK) - State Highway

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BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

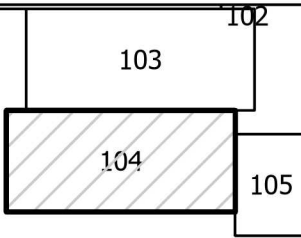
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MORTON COUNTY

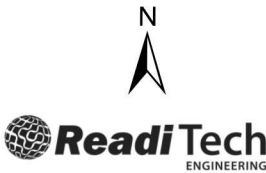
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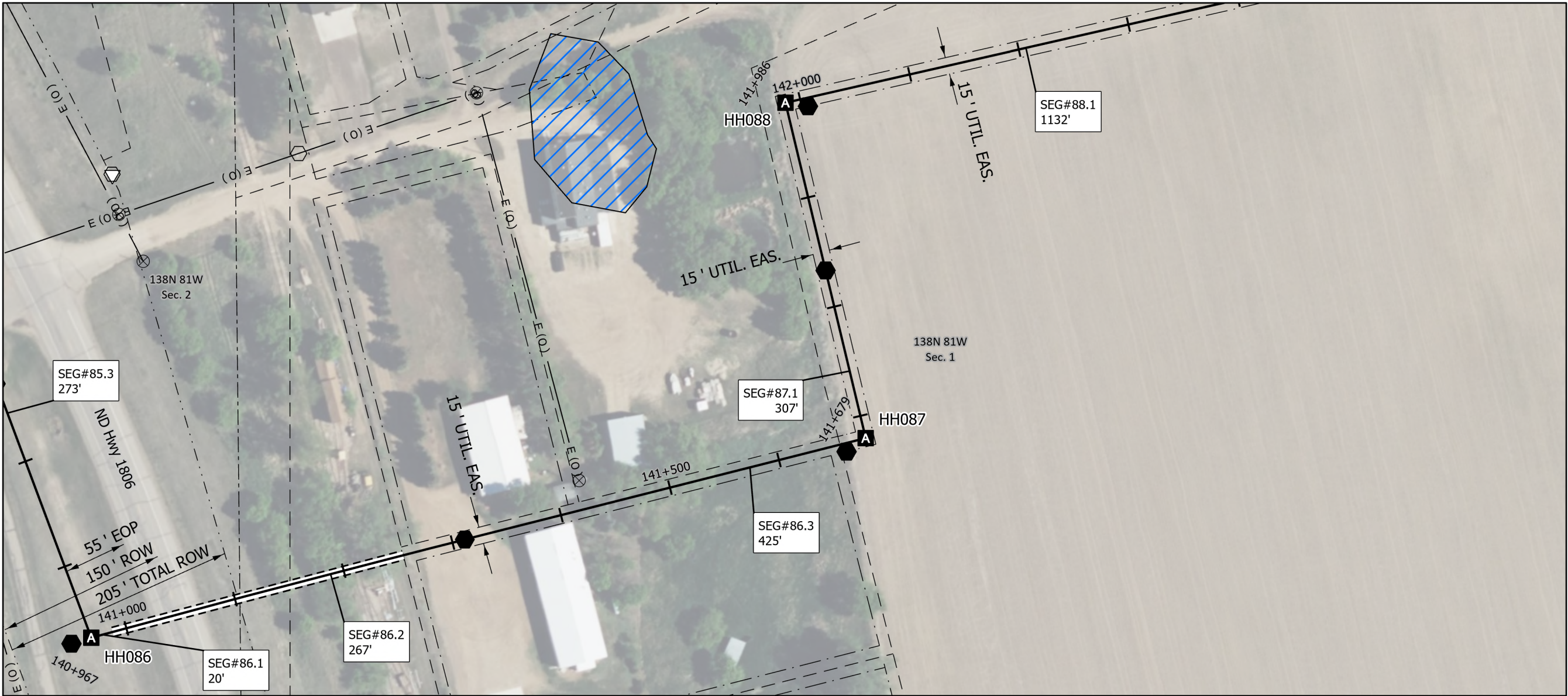
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH086	BHF(36x60x36)	A	46.79743828	-100.859975	MN.1083.8HH086	
HH087	BHF(36x60x36)	A	46.7979342	-100.85722552	MN.1083.8HH087	
HH088	BHF(36x60x36)	A	46.7987522	-100.8575159	MN.1083.8HH088	
WARNING SIGN	BM53	WS				
WARNING SIGN	BM53	WS				
WARNING SIGN	BM53	WS				

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH085	HH086	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		513	
HH085	HH086	PLOW	SEG#85.3	BFOV(2x2"+1x7WAY)W	273	42"
HH086	HH087	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		712	
HH086	HH087	PLOW	SEG#86.1	BFOV(2x2"+1x7WAY)W	20	42"
HH086	HH087	BORE	SEG#86.2	BM60(2x2"+1x7WAY)D	267	60"
HH086	HH087	PLOW	SEG#86.3	BFOV(2x2"+1x7WAY)W	425	42"
HH087	HH088	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		307	
HH087	HH088	PLOW	SEG#87.1	BFOV(2x2"+1x7WAY)W	307	42"
HH088	HH103	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1918	
HH088	HH103	PLOW	SEG#88.1	BFOV(2x2"+1x7WAY)W	1132	42"

JURISDICTION
ND PARKS & REC,
NDDOT(DISTRICT 1 - BISMARCK) - State Highway,
PRIVATE EASEMENT

CONSTRUCTION NOTES

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1925 GRAND AVE STE 127
BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

CAUTION - UTILITY WARNING!!

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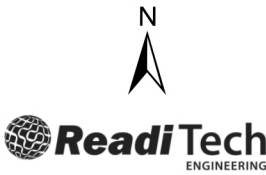
103

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104

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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
WARNING SIGN	BM53	WS				

JURISDICTION
US ARMY CORPS OF ENGINEERS,
CITY OF MANDAN,
PRIVATE EASEMENT,
LOWER HEART RIVER WATER RESOURCE DISTRICT

CONSTRUCTION NOTES

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH088	HH103	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1918	
HH088	HH103	PLOW	SEG#88.1	BFOV(2x2"+1x7WAY)W	1132	42"
HH088	HH103	BORE	SEG#88.2	BM60(2x2"+1x7WAY)D	312	10' BELOW BOTTOM OF WATER.
HH088	HH103	OVERBUILD	SEG#88.3	BM60(1x6" SDR11)D	145	OVERBUILD PIPE WILL CROSS ON TOP OF THE GROUND OVER THE LEVEE.
HH088	HH103	BORE	SEG#88.4	BM60(2x2"+1x7WAY)D	329	42"

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BILLINGS, MT 59102

**FALLON TO BISMARCK
IIG LONGHAUL**

**PROPOSED FIBER OPTIC
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MN.1083.8

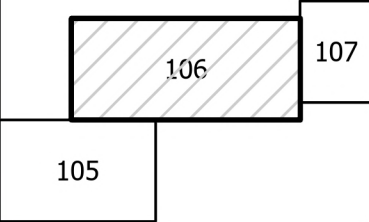
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MORTON COUNTY

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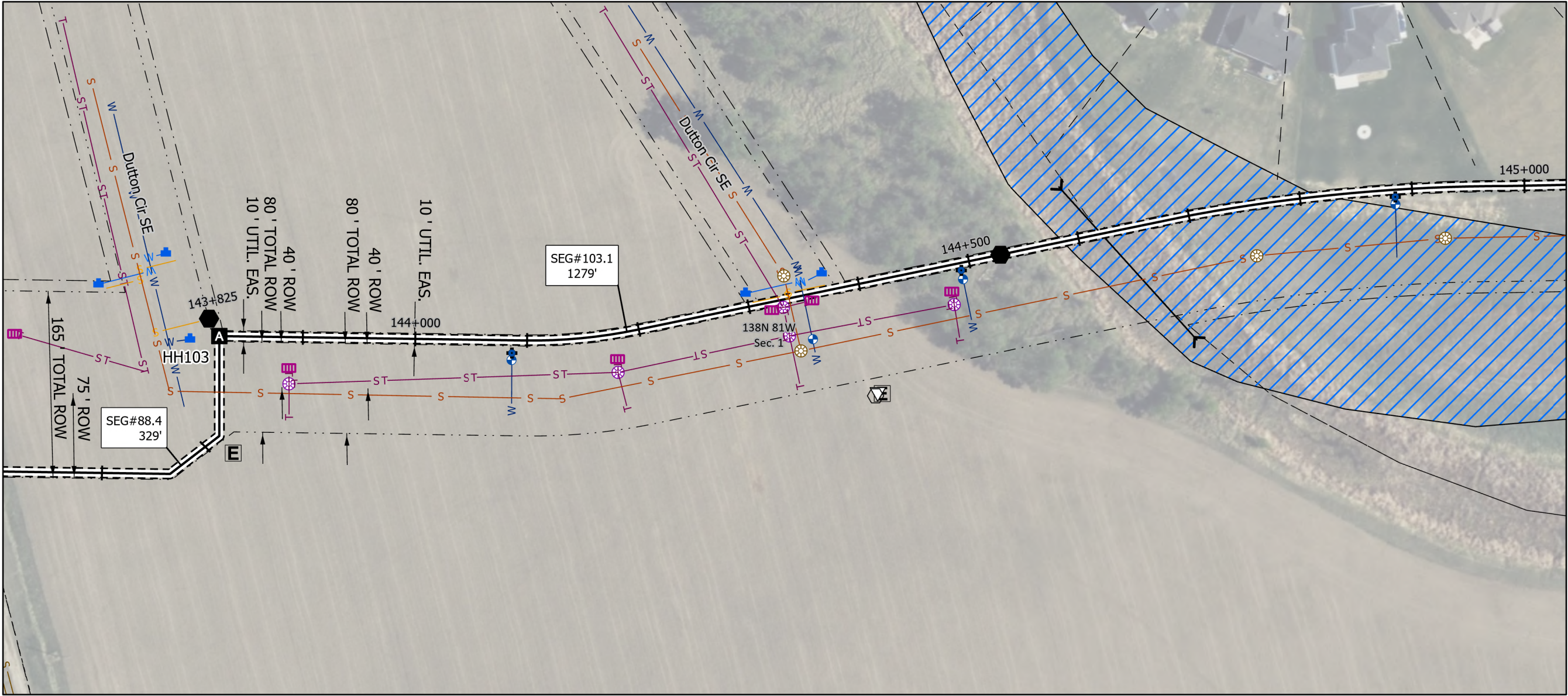
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HH103	BHF(36x60x36)	A	46.80018346	-100.85049682	MN.1083.8HH103	
WARNING SIGN	BM53	WS	46.80039066	-100.8477213		
WARNING SIGN	BM53	WS				

JURISDICTION
CITY OF MANDAN

CONSTRUCTION NOTES

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH088	HH103	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1918	
HH088	HH103	BORE	SEG#88.4	BM60(2x2"+1x7WAY)D	329	42"
HH103	HH104	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1279	
HH103	HH104	BORE	SEG#103.1	BM60(2x2"+1x7WAY)D	1279	42"

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BILLINGS, MT 59102

FALLON TO BISMARCK
IIG LONGHAUL

PROPOSED FIBER OPTIC
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MN.1083.8

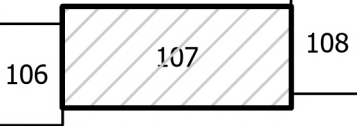
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MORTON COUNTY

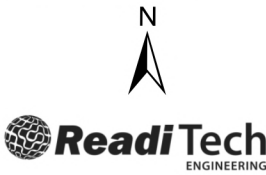
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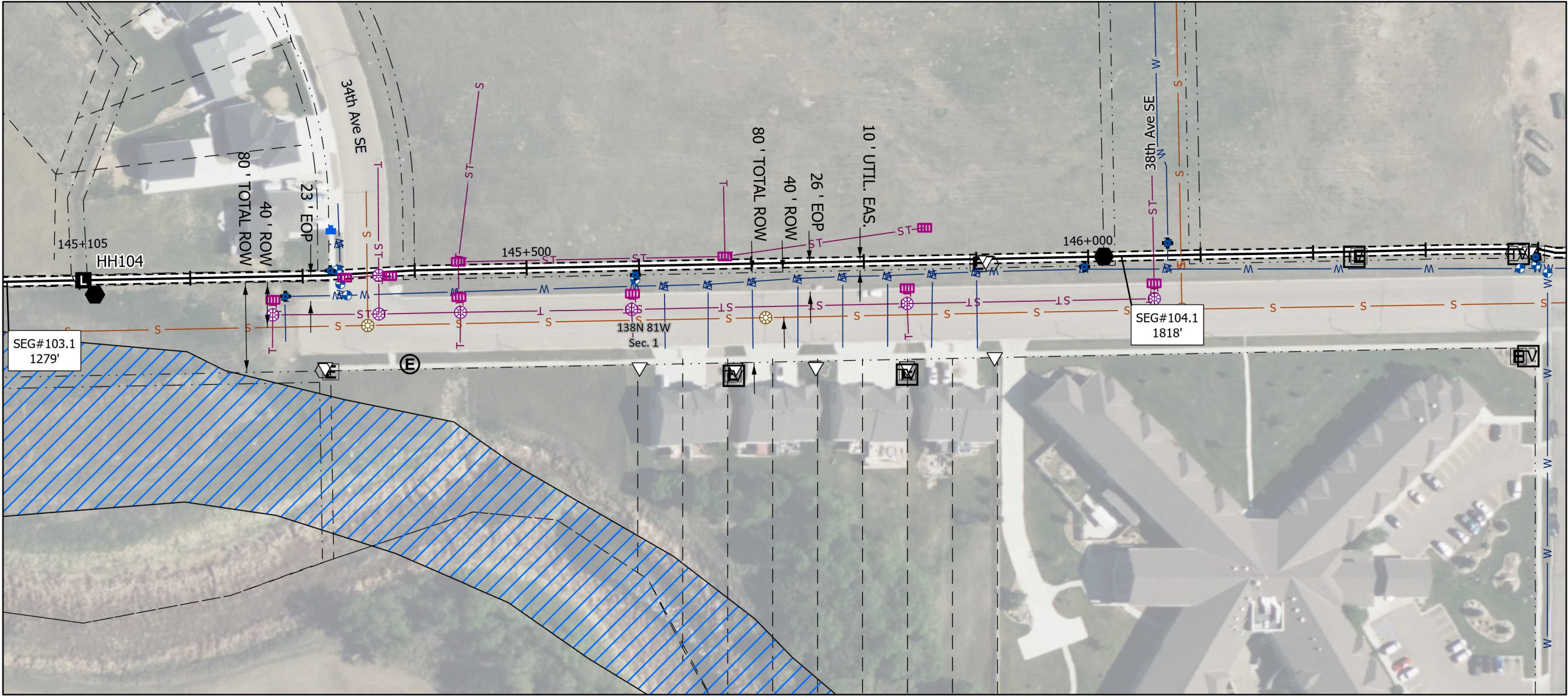
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HH104	BHF(36x60x36)	L	46.80057175	-100.84544199	MN.1083.8HH104	
WARNING SIGN	BM53	WS	46.80064045	-100.84181386		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH103	HH104	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1279	
HH103	HH104	BORE	SEG#103.1	BM60(2x2"+1x7WAY)D	1279	42"
HH104	HH105	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1818	
HH104	HH105	BORE	SEG#104.1	BM60(2x2"+1x7WAY)D	1818	42"

JURISDICTION
CITY OF MANDAN

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FALLON TO BISMARCK
IIG LONGHAUL

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MN.1083.8

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MORTON COUNTY

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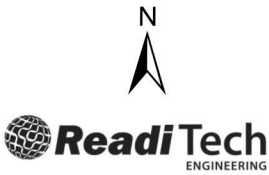
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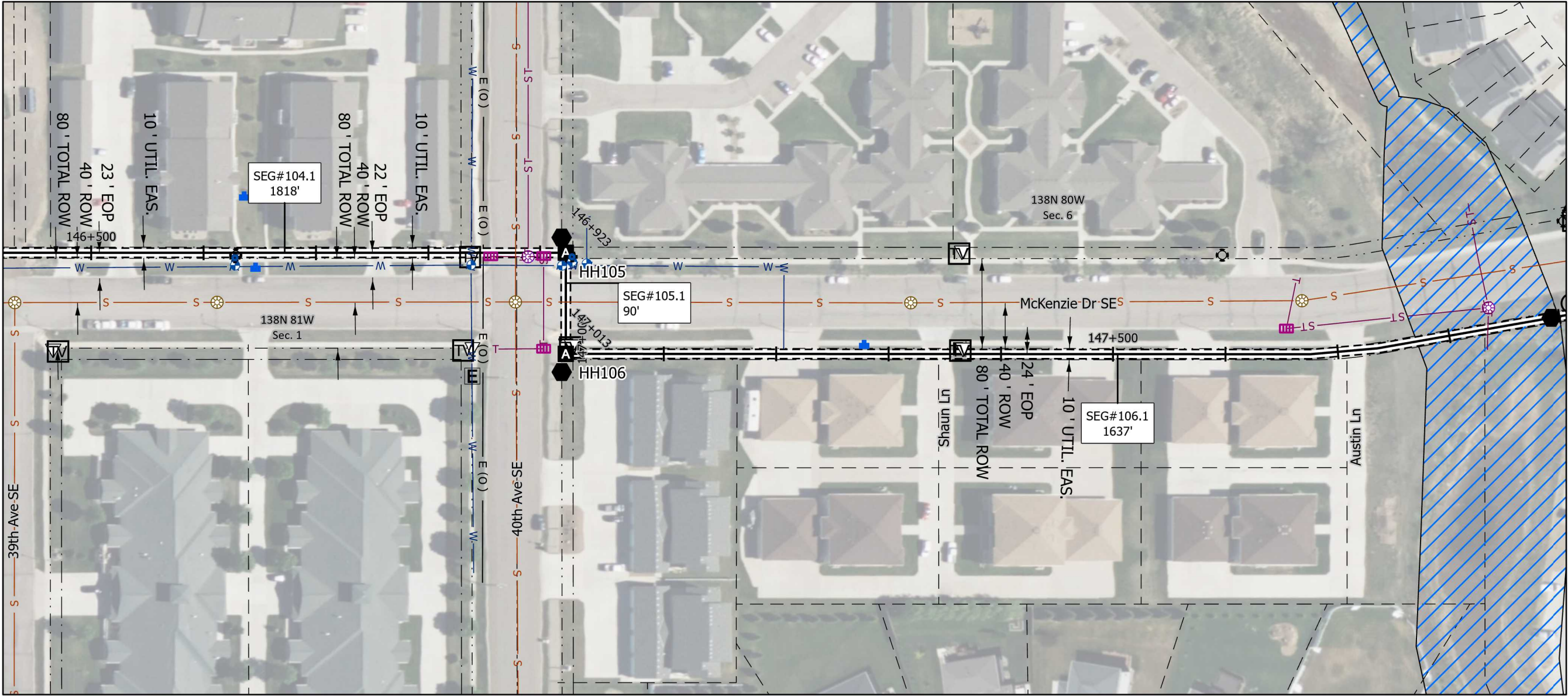


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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH105	BHF(36x60x36)	A	46.8006605	-100.8381863	MN.1083.8HH105	
HH106	BHF(36x60x36)	A	46.80041372	-100.8381848	MN.1083.8HH106	
WARNING SIGN	BM53	WS	46.80051205	-100.83468364		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH104	HH105	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1818	
HH104	HH105	BORE	SEG#104.1	BM60(2x2"+1x7WAY)D	1818	42"
HH105	HH106	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		90	
HH105	HH106	BORE	SEG#105.1	BFOV(2x2"+1x7WAY)W	90	42"
HH106	HH107	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1637	
HH106	HH107	BORE	SEG#106.1	BM60(2x2"+1x7WAY)D	1637	42"

JURISDICTION
CITY OF MANDAN

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3. STANDARD DEPTH OF CONSTRUCTION IS 42" MEASURED FROM GROUND LEVEL TO TOP MOST FACILITY PLACED. SEE TYPICAL BORE DETAIL FOR DEVIATIONS TO DEPTH REQUIREMENTS.



1925 GRAND AVE STE 127
BILLINGS, MT 59102

FALLON TO BISMARCK
IIG LONGHAUL

**PROPOSED FIBER OPTIC
INSTALLATION**

MN.1083.8

WO: 743918

MORTON COUNTY

CAUTION - UTILITY WARNING!!

SHOWN UTILITY LINE LOCATIONS
ARE APPROXIMATE!
CONTRACTOR SHALL DETERMINE
EXACT NUMBERS AND LOCATIONS
OF UTILITY LINES PRIOR TO
CONSTRUCTION.

SHEETS ARE NOT OVERLAPPING

108

109

110

THIS DOCUMENT WAS ORIGINALLY ISSUED
AND SEALED BY DUSTIN J. MAIER, P.E.
REGISTRATION NUMBER PE-5039, ON
JULY 25, 2025.
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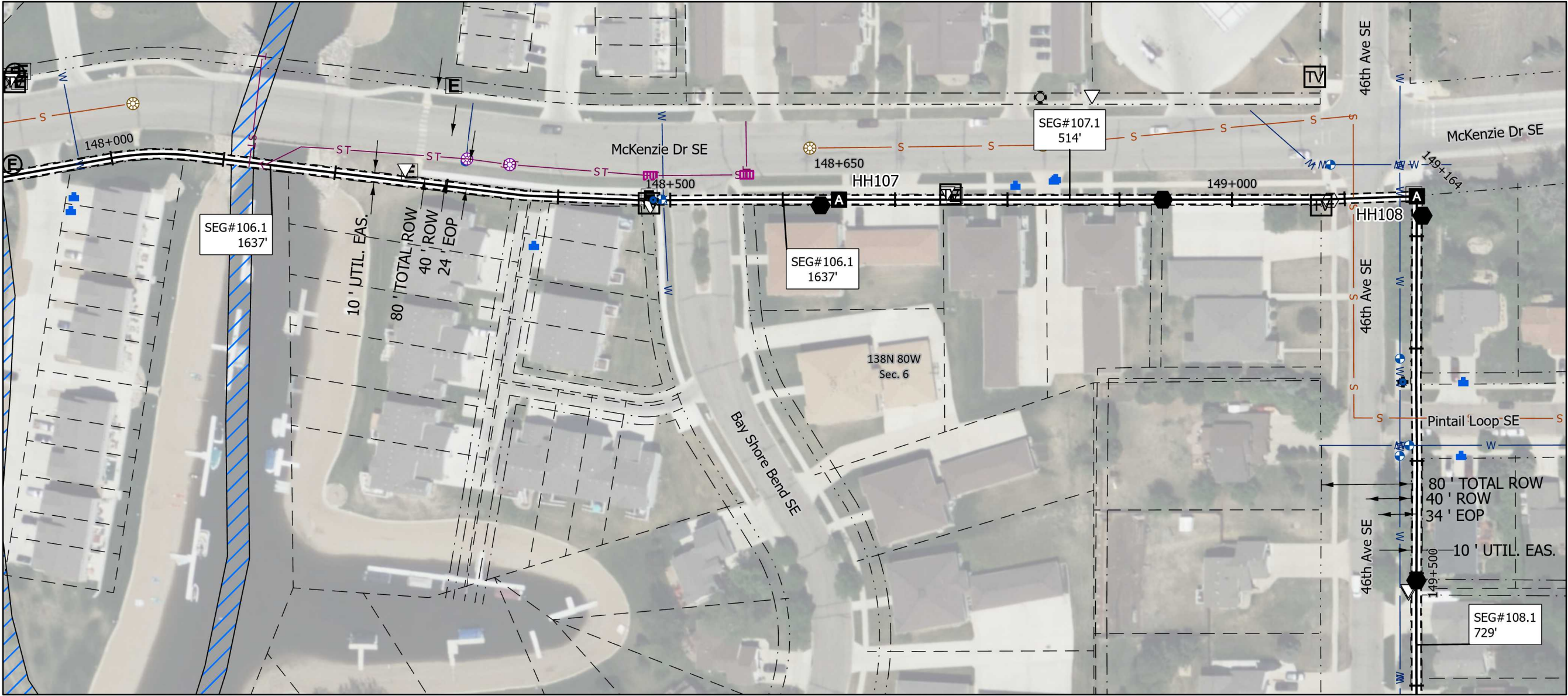


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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH107	BHF(36x60x36)	A	46.80047024	-100.83167428	MN.1083.8HH107	
HH108	BHF(36x60x36)	A	46.8004847	-100.82962134	MN.1083.8HH108	
WARNING SIGN	BM53	WS	46.80047364	-100.83052262		
WARNING SIGN	BM53	WS	46.79954668	-100.82961719		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH106	HH107	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1637	
HH106	HH107	BORE	SEG#106.1	BM60(2x2"+1x7WAY)D	1637	42"
HH107	HH108	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		514	
HH107	HH108	BORE	SEG#107.1	BM60(2x2"+1x7WAY)D	514	42"
HH108	HH109	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		729	
HH108	HH109	BORE	SEG#108.1	BM60(2x2"+1x7WAY)D	729	42"

JURISDICTION
CITY OF MANDAN

CONSTRUCTION NOTES

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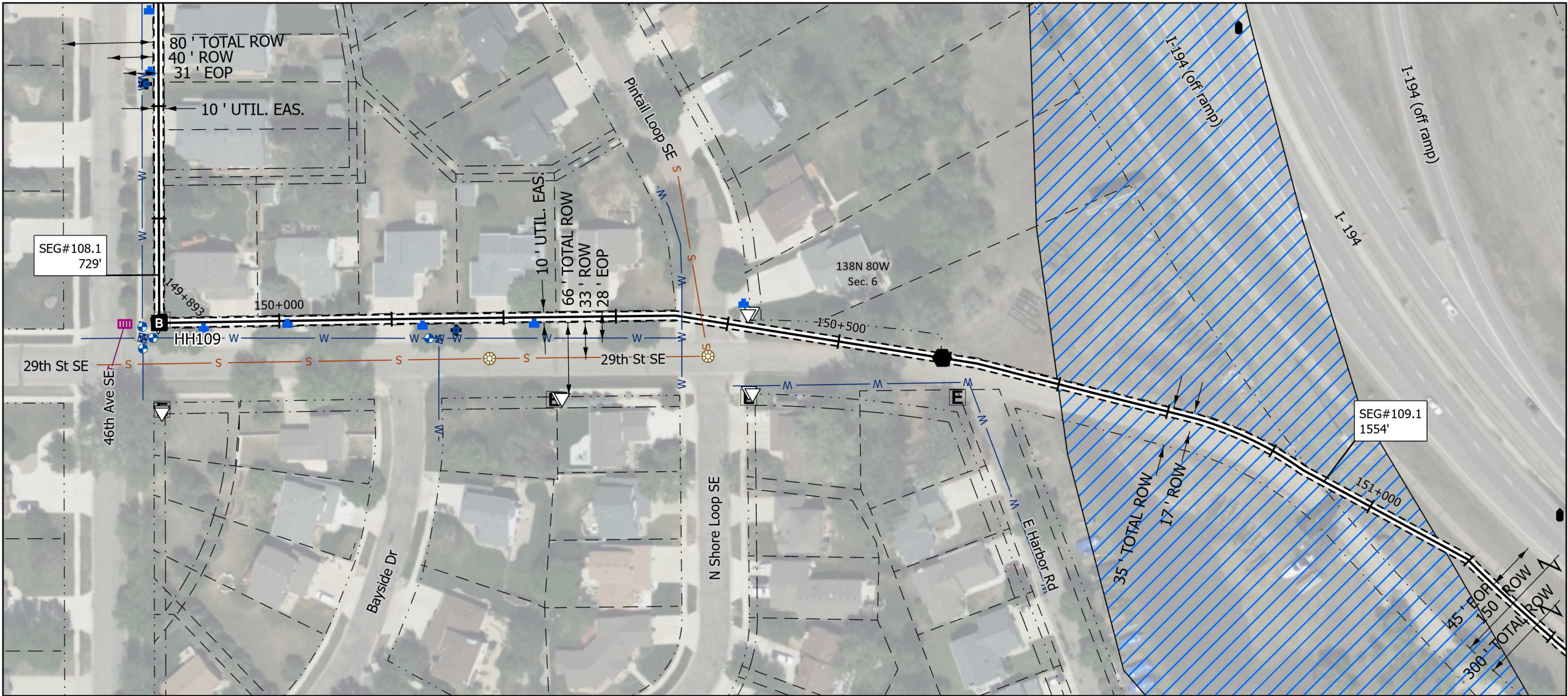


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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH109	BHF(2x36x60x36)	B	46.79848626	-100.82960732	MN.1083.8HH109	
WARNING SIGN	BM53	WS	46.79840883	-100.82682375		

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH108	HH109	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		729	
HH108	HH109	BORE	SEG#108.1	BM60(2x2"+1x7WAY)D	729	42"
HH109	HH110	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1554	
HH109	HH110	BORE	SEG#109.1	BM60(2x2"+1x7WAY)D	1554	48"

JURISDICTION
CITY OF MANDAN

CONSTRUCTION NOTES

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4. THERE IS A CABLE DEVIATION FROM ROW ON THIS PAGE.



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FALLON TO BISMARCK
IIG LONGHAUL

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MORTON COUNTY

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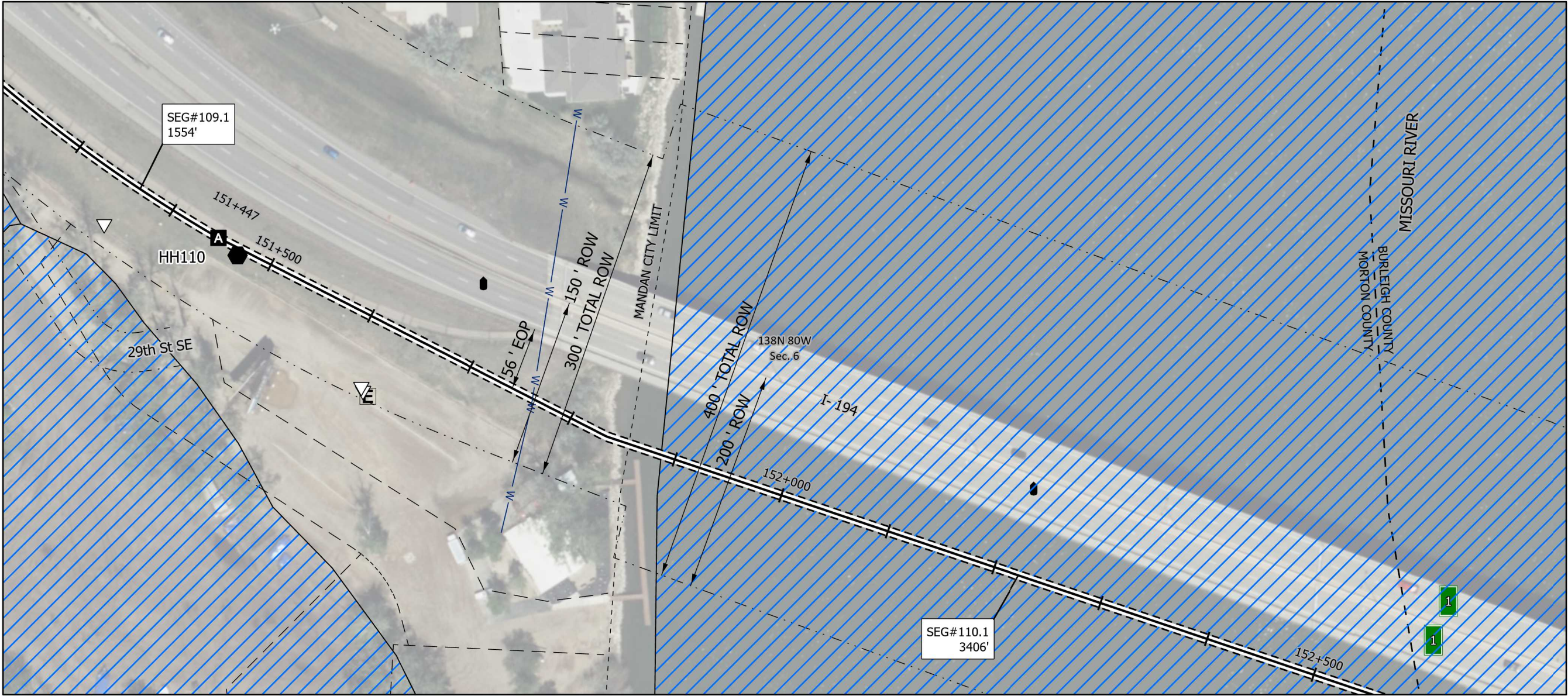
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NAME	SIZE	TYPE	LATITUDE	LONGITUDE	INDEX NAME	NOTES
HH110	BHF(36x60x36)	A	46.79734242	-100.82384975	MN.1083.8HH110	

FROM AP	TO AP	TYPE	LABEL	CONDUIT SIZE	Length	DEPTH
HH109	HH110	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		1554	
HH109	HH110	BORE	SEG#109.1	BM60(2x2"+1x7WAY)D	1554	48"
HH110	HH111	CABLE	BFO432ILR(2")+BFO432I(7WAY-B)		3406	
HH110	HH111	BORE	SEG#110.1	BM60(2x2"+1x7WAY)D	3406	30' BELOW THE BOTTOM OF RIVER

JURISDICTION
US ARMY CORPS OF ENGINEERS,
CITY OF MANDAN,
ND SOVEREIGN LANDS

CONSTRUCTION NOTES

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**FALLON TO BISMARCK
IIG LONGHAUL**

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MN.1083.8

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MORTON & BURLEIGH COUNTIES

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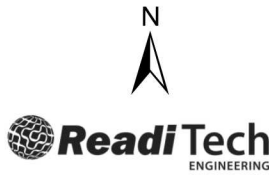
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ENCROACHMENT AGREEMENT AND WAIVER

The City of Mandan (City) hereby grants Intermountain Infrastructure Group, LLC (Grantee), the right to install and maintain fiber optic cable, hand holes, casing pipe and associated materials under the public right-of-way as shown on the attached Exhibits, subject to the following conditions:

1. The Grantee shall comply with all rules regarding franchised and non-franchised utility installations in the public right-of-way as set by the City Engineer and municipal code of ordinances.
2. The term of this grant shall be for ten (10) years and shall continue thereafter from year to year. The City may cancel this grant at any time after the initial 10-year term upon six months' written notice to the Grantee.
3. The Grantee shall be a registered member with ND One Call and perform locates on the encroachments when called upon. The Grantee shall complete a location survey of the encroachments and provide it to the City upon completion of the project.
4. In exchange for the City's permission to install a fiber optic cable and associated materials within City right-of-way the Grantee shall; limit the above-ground access points as approved in the original permit, annually provide point of contact information for support, submit for permits for additional cables pulled through existing conduits and file complete facility location information with the City.
5. 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.
6. In exchange for the City's permission to install a fiber optic 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 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. Grantee shall not look to the City, its assigns, or other franchised utilities to pay for expenses 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 42 inches. If depths greater than 42 inches are necessary, the Grantee shall submit a request to the City for review and approval before proceeding, and 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 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 repair or replace public utilities or 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. Grantee shall provide utility locates for the cable at its sole expense when requested by the City, its assigns or other franchised utilities.

7. 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 service 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.

8. In the event of the commission of any breach of the terms of this Agreement by a party, the non-breaching party may cause this Agreement to be terminated on ten (10) days written notice. All obligations contained in paragraphs 4 and 5 will survive the termination of this Agreement, including but not limited to, the restoration of the property to the original condition.

Dated this _____ day of _____, 2025.

Intermountain Infrastructure Group, LLC

By _____
Signature

Its _____

Dated this _____ day of _____, 2025.

CITY OF MANDAN

By _____
James Froelich, Mayor

Attest

By _____
Jim Neubauer, City Administrator



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 9, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the Motorola Solutions Body Cam Agreement

STATEMENT/PURPOSE:

Consider approval of the Motorola Solutions Body Cam Agreement

BACKGROUND/ALTERNATIVES:

The Motorola Solutions Body Cam Agreement is a 3-year contract extension for body-worn cameras, in car cameras and license plate readers. It also includes unlimited videomanager cloud storage.

ATTACHMENTS:

1. Motorola Body Cam signed Agreement 07-28-2022 Mandan PD Counter Signed (3)
2. Adobe Sign Agreement QUOTE-3289880

FISCAL IMPACT:

The current contract will be extended in the amount of \$125,214.00, with today's pricing locked in over the next 3 years. The cost will be spread out over the agreed term: Year 1: \$41,738.00, Year 2 : \$41,738.00 and Year 3: \$41,738.00

STAFF IMPACT:

N/A

LEGAL REVIEW:

Has been reviewed and approved by City Attorney, Amy Oster.

RECOMMENDATION:

I recommend approving the Motorola Solutions Body Cam Agreement.

SUGGESTED MOTION:

I move to approve the Motorola Solutions Body Cam Agreement.

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. **Integration Services; Maintenance and Support Services.** If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “**Services**”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any)

specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the “Fees”) will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “Taxes”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and

specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering

Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Intentionally Omitted

8. **Limitation of Liability.**

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of

confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and

Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola

will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of North Dakota. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in North Dakota at a mutually agreed upon, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction mutually agree upon between the parties.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a

Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

By:

Name: Nicole Talton

Title: AVP, Sales

Date: 7-28-2022

Mandan, ND Police Department

By:

Name: Jason J. Ziegler

Title: Chief of Police

Date: 07-28-2022

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement (“**MCA**”) entered into between the Parties as of the Effective Date (as defined in the MCA). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product.

Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "EPSLA Term") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later

of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the

applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement (“**MCA**”) entered into between the Parties as of the Effective Date (as defined in the MCA). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise

specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR

HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Mobile Video Addendum

This Mobile Video Addendum (this “MVA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement (“MCA”) entered into between the Parties as of the Effective Date, and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This MVA governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including CommandCentral Evidence and EvidenceLibrary.com Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document.

3. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. In the event Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage”, including evidence management under the VaaS Program, then “Unlimited Storage” means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

5.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network (“**LEARN**”), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola’s standard Data License Addendum.

5.5. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals’

access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.8. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer beginning on the date three (3) years following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The “**No-fault Warranty**” means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “**Initial Commitment Term**”). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder. Motorola agrees that increases to unchanged equipment will be capped at 10% (2% per year) if the Customer agrees to a subsequent 5-year VaaS term within 12 months of the conclusion of the Initial Commitment Term (defined in Section 6.3 below).

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers’ initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

6.5. Included Subscription Software.

6.5.1. EvidenceLibrary.com. Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer’s VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.6. VaaS Program Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a “**Subscription Quarter**”), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the **"VaaS Term"**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the **"System Completion Date"**). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, **"Beneficial Use"** means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

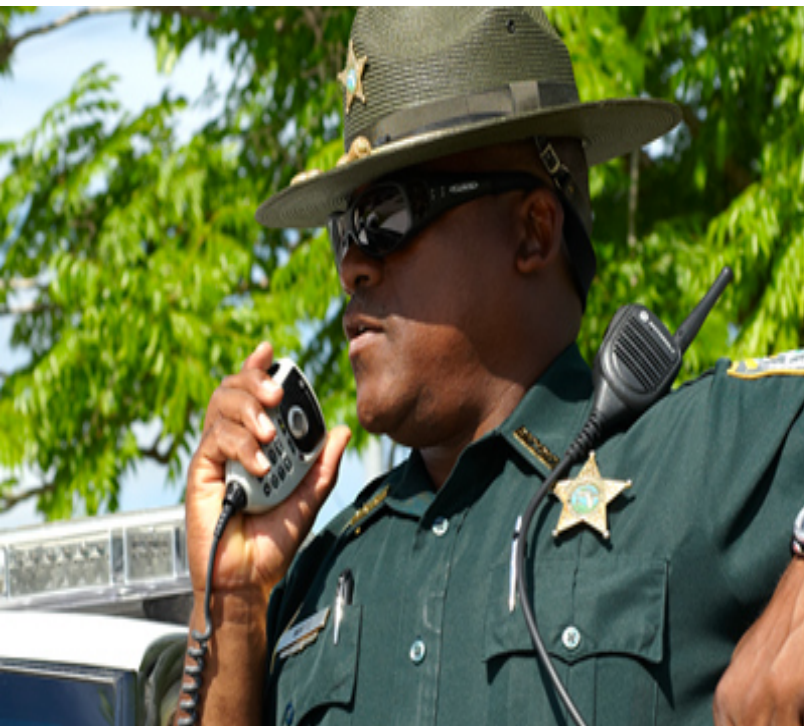
8.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**



MANDAN POLICE DEPT

(3 YR) Contract Extension (with in-car)

09/08/2025

09/08/2025

MANDAN POLICE DEPT
205 FIRST AVE NW
MANDAN, ND 58554

RE: Motorola Quote for (3 YR) Contract Extension (with in-car)

Dear Chris Miller,

Motorola Solutions is pleased to present MANDAN POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MANDAN POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Kelsey Thompson at Kelsey.Thompson@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kelsey Thompson

Billing Address:
MANDAN POLICE DEPT
205 FIRST AVE NW
MANDAN, ND 58554
US

Quote Date:09/08/2025
Expiration Date:11/07/2025
Quote Created By:
Kelsey Thompson
Kelsey.Thompson@
motorolasolutions.com

End Customer:
MANDAN POLICE DEPT
Chris Miller
cmiller@mandanpd.com
(701)220-7505

AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-XYR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - VIDEO-AS-A-SERVICE	30	3 YEAR	\$2,484.00	\$74,520.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	30	3 YEAR	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	30		Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	30	3 YEAR	Included	Included	
5	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	30	3 YEAR	Included	Included	
6	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	30		Included	Included	
VideoManager EL or EX: Video Evidence Management							



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	14	3 YEAR	\$2,685.00	\$37,590.00	
8	VB-400-SOLO-12MW	3YR WARRANTY EXTENSION - M500 IN-CAR	14		\$936.00	\$13,104.00	

Grand Total **\$125,214.00(USD)**



Pricing Summary

	Sale Price
Year 6 Subscription Fee	\$41,747.00
Year 7 Subscription Fee	\$41,747.00
Year 8 Subscription Fee	\$41,747.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$125,214.00

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- "Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination".



Motorola Solutions, Inc.

Kelsey Thompson

Date 9/8/2025

Re: QUOTE-3289880

Agency: MANDAN POLICE DEPARTMENT

Total Cost: 125214.00

Contract Reference: (3 YR) Contract Extension (with in-car)

Please be advised that the MANDAN POLICE DEPARTMENT will purchase the goods and/or services offered in your Quote QUOTE-3289880 dated 9/8/2025 10:31 AM. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-3289880 ' and be sent to:

MANDAN POLICE DEPARTMENT

Attn:

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

MANDAN POLICE DEPARTMENT

Attn:

Sincerely,

Signature:

Name:

Title:

Email:

Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Motorola Solutions, Inc.(“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”).

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties’ agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer’s purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of 125214.00

5. Purchase Order Requirements (Customer check one only)

☐ Purchase Order is issued and attached.

☐ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Customer: MANDAN POLICE DEPARTMENT

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 11, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: An agreement with the NDDOT and BNSF regarding the railroad overpass on memorial highway

STATEMENT/PURPOSE:

To sign an agreement regarding the railroad overpass and the Memorial Highway construction project.

BACKGROUND/ALTERNATIVES:

This is an agreement needed with BNSF to perform work on their property as part of the Memorial Highway reconstruction project. The City is a signatory on this agreement as the City will be taking over NDDOT's roles and responsibilities related to the railroad overpass after construction is complete. This is in conjunction with the recent Cost Participation Maintenance (CPM) amendment the City signed noting turnback of the corridor to the City. The second attachment is the original agreement with BNSF that is referred to in the new Construction Maintenance Agreement (CMA).

ATTACHMENTS:

1. PCN 23278 Mem Hwy CMA-CLEAN_20250829
2. NDDOT BNSF CMA

FISCAL IMPACT:

None.

STAFF IMPACT:

None.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

City Commission

Agenda Documentation

September 16, 2025

Subject: Consider construction & maintenance agreement with the North Dakota Department of Transportation and Burlington Northern Santa Fe (BNSF) for the Memorial Highway Project

Page 2 of 2

RECOMMENDATION:

To sign the CMA.

SUGGESTED MOTION:

I move to sign the construction and Maintenance agreement with the North Dakota Department of Transportation and Burlington Northern Santa Fe.

Mandan, North Dakota
M.P. 199+626

10-916.95
2

AGREEMENT FOR THE CONSTRUCTION AND
MAINTENANCE OF AN UNDERPASS

AGREEMENT made this 29 day of September 19 76
between the STATE OF NORTH DAKOTA, acting by and through its Highway Commissioner, hereinafter called "STATE" and BURLINGTON NORTHERN INC., a Delaware Corporation, successor in interest by merger to Northern Pacific Railway Company hereinafter called "RAILWAY", and the COUNTY OF MORTON IN THE STATE OF NORTH DAKOTA, acting by and through its Board of County Commissioners, hereinafter called "COUNTY";

WITNESSETH:

WHEREAS, agreement between COUNTY, the State Highway Commission of the State of North Dakota, and the Northern Pacific Railway Company dated March 21, 1923 provided for construction of the existing U. S. Highway #10 underpass, and for granting of easement to the COUNTY and STATE, and

WHEREAS, the STATE proposes to relocate and widen U.S. Highway #10 to four lanes in Sections 25, 26, and 36, Twp. 139 N., R. 81W., 5th P.M., and in Section 31, Twp. 139 N., R. 80 W., 5th P.M., where it crosses under the RAILWAY tracks at approximately RAILWAY Milepost 199+626 adjacent to the present location at Mandan, North Dakota, as shown on two drawings marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the STATE'S PROJECT requires the temporary relocation of RAILWAY'S tracks and the construction of two new underpass bridges; and

WHEREAS, the STATE is willing to undertake the construction of said project, using Federal funds within certain conditions, and RAILWAY is willing to consent to the execution of STATE'S project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, RAILWAY will receive no benefits from said project,



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: August 21, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider confirmation of the special assessments for Street Improvement Districts #231 & #235, Trails Improvement District #1 & #2, and Water Sewer District 64.

STATEMENT/PURPOSE:

To consider confirmation of the special assessments for Street Improvement Districts #231 & #235, Trails Improvement District #1 & #2, and Water Sewer District 64.

BACKGROUND/ALTERNATIVES:

a) **Street Improvement District #231 (8th Ave NW)**

Description of Work: This project reconstructed 8th Ave NW from the intersection of Old Red Trail to the intersection of 24th Street NW. The project included improvements to sanitary sewer, water mains, and storm sewer.

b) **Street Improvement District #235 (Street Rehabilitation 2024)**

Description of Work: This project rehabilitated two areas in the city. The rehabilitation was primarily mill and overlays with some areas of reconstruction to accommodate cast iron water main replacement and some areas of chip seal. Other types of work included concrete valley gutter replacement, gate valve relocation, lighting improvements, striping, and ADA improvements. Area 1 can be described as "Shady Acres" and is located East of Mandan Ave, North of East Main St., and West of the I-94. Area 2 can be described as "Lohstreter Rd" and is generally located West of Christ the King, North of 3rd St NW, and East of the Heart River.

c) **Trails District #1 (Highway 6 Trail)**

Description of Work: The project constructed a new asphalt trail along Highway 6. The new segment spans from the Heart River to 19th Street SW.

d) **Trails District #2 (Old Red Trail Shared Use Path Mill & Overlay)**

Description of Work: The project rehabilitated a shared use path along Old Red Trail.

Subject: Consider approval of the verification of five Special Assessment Districts:

- i. Street Improvement District #231, 8th Ave NW
- ii. Street Improvement District #235, Street Rehabilitation 2024
- iii. Trail Improvement District #1, Highway 6 Trail
- iv. Trail Improvement District #2, Old Red Trail Shared Use Path Mill & Overlay
- v. Water & Sewer District #64, Northwest Trunk Sewer

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The rehabilitation consisted of a mill and overlay spanning from Sunset Drive to 30th Ave NW.

e) **Water & Sewer District #64 (Northwest Trunk Sewer)**

Description of Work: The project upsized a sanitary sewer trunk main in the northwest corner of Mandan. This sanitary sewer line services the B6 sewer shed and was a collaboration between the city and developers.

ATTACHMENTS:

1. Signed Special lists
2. Signed Special List 2

FISCAL IMPACT:

Total Amount Assessed:

Street Improvement District #231 — \$1,989,482.51

Years Assessed: 15

Interest Rate Range:5%-6%

Street Improvement District #235 — \$5,934,310.04

Years Assessed: 15

Interest Rate Range:5%-6%

Trails Improvement District #1 — \$311,268.56

Years Assessed: 10

Interest Rate Range:5%-6%

Trails Improvement District #2 — \$285,070.61

Years Assessed: 10

Interest Rate Range:5%-6%

Water & Sewer District #64 — \$197,057.10

Years Assessed: 15

Interest Rate Range:5%-6%

STAFF IMPACT:

City staff will have minor additional effort to finish this process.

Subject: Consider approval of the verification of five Special Assessment Districts:

- i. Street Improvement District #231, 8th Ave NW
- ii. Street Improvement District #235, Street Rehabilitation 2024
- iii. Trail Improvement District #1, Highway 6 Trail
- iv. Trail Improvement District #2, Old Red Trail Shared Use Path Mill & Overlay
- v. Water & Sewer District #64, Northwest Trunk Sewer

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LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve proposed assessments as certified by the Special Assessment Commission be confirmed on these districts.

SUGGESTED MOTION:

I move to approve the special assessments for Street Improvement Districts #231 & #235, Trails Improvement District #1 & #2, and Water Sewer District 64.

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #231

Notice is Hereby Given that the City Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 16, 2025 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #231 as shown on the foregoing list by any person interested or his agent or attorney.

Riley McAdoo-Roesler, Assistant City Engineer

NOTICE OF PAYMENT OF SPECIALS ASSESMENTS - INTEREST

All special assessments levied under this title may be paid without interest within ten days after they have been approved by the governing body and thereafter shall bear interest at an annual rate not exceeding one and one-half percentage points above the average net annual interest rate on any warrants or bonds for the payment of which they are pledged on the total amount thereof remaining unpaid.

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #231

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #231 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property there in described to the best judgement of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to wit.

Total Construction	\$	2,420,187.37
NDDOT Share of Construction	\$	1,400,110.00
City Share of Construction	\$	1,020,077.37
Engineering, Legal, Administration	\$	969,405.14
Less City of Mandan Utility Fund	\$	-
Less City of Mandan 1 % Sales Tax Fund	\$	-
Amount to be Assessed	\$	1,989,482.51

PARCEL	ADDRESS	AMOUNT ASSESSED
651289970	700 OLD RED TRAIL NW	\$ 163,610.24
655187000	1000 OLD RED TRL NW	\$ 558,054.76
651289960	2335 4TH AVE NW	\$ 1,010,588.35
651290010	2332 8TH AVE NW	\$ 257,229.17

Witness our hands officially as said Commission this 20th day of August, 2025.

/s/Keith Winks

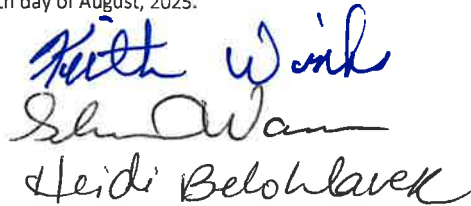
Chairman

/s/Sherwin Wanner

Member

/s/Heidi Belohlavek

Member



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #64

Notice is Hereby Given that the City Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 16, 2025 at 5:30 p.m.. to hear objections which may be made to any of the foregoing assessments in Water & Sewer Improvement District #64 as shown on the foregoing list by any person interested or his agent or attorney.

Riley McAdoo-Roesler, Assistant City Engineer

NOTICE OF PAYMENT OF SPECIALS ASSESMENTS - INTEREST

All special assessments levied under this title may be paid without interest within ten days after they have been approved by the governing body and thereafter shall bear interest at an annual rate not exceeding one and one-half percentage points above the average net annual interest rate on any warrants or bonds for the payment of which they are pledged on the total amount thereof remaining unpaid.

NOTICE OF ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #64

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots of land which, in the opinion of the Commission, are especially benefited by the construction performed in Water & Sewer Improvement District #64 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property there in described to the best judgement of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to wit.

Total Construction	\$	409,070.20
City Share of Construction	\$	165,673.43
Engineering, Legal, Administration	\$	31,383.67
Amount to be Assessed	\$	197,057.10

PARCEL	ADDRESS	AMOUNT ASSESSED
410026000	NO LEGAL ADDRESS	\$ 67,268.76
410025300	NO LEGAL ADDRESS	\$ 50,514.75
410622250	2358 37TH ST	\$ 16,232.88
410604500	2392 37TH ST	\$ 7,369.14
410604525	3720 24TH AVE	\$ 6,928.81
410025200	NO LEGAL ADDRESS	\$ 7,724.86
410025000	2388 37TH ST	\$ 41,017.90

Witness our hands officially as said Commission this 20th day of August, 2025.

/s/Keith Winks

Chairman

/s/Sherwin Wanner

Member

/s/Heidi Belohlavek

Member

Keith Winks
Sherwin Wanner
Heidi Belohlavek

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR TRAIL IMPROVEMENT DISTRICT #2

Notice is Hereby Given that the City Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 16, 2025 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Trail Improvement District #2 as shown on the foregoing list by any person interested or his agent or attorney.

Riley McAdoo-Roesler, Assistant City Engineer

NOTICE OF PAYMENT OF SPECIALS ASSESMENTS - INTEREST

All special assessments levied under this title may be paid without interest within ten days after they have been approved by the governing body and thereafter shall bear interest at an annual rate not exceeding one and one-half percentage points above the average net annual interest rate on any warrants or bonds for the payment of which they are pledged on the total amount thereof remaining unpaid.

NOTICE OF ASSESSMENTS FOR TRAIL IMPROVEMENT DISTRICT #2

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots of land which, in the opinion of the Commission, are especially benefited by the construction performed in Trail Improvement District #2 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property there in described to the best judgement of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to wit.

Total Construction	\$	561,675.00
NDDOT Share of Construction	\$	454,563.58
City Share of Construction	\$	107,111.42
Engineering, Legal, Administration	\$	177,959.19
Amount to be Assessed	\$	285,070.61

PARCEL	ADDRESS	AMOUNT ASSESSED
655393670	2600 46th AVE SE	\$285,070.61

Witness our hands officially as said Commission this 20th day of August, 2025.

/s/Keth Winks

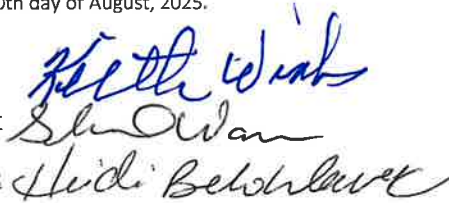
Chairman

/s/Sherwin Wanner

Member

/s/Heidi Belohlavek

Member



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR TRAIL IMPROVEMENT DISTRICT #1

Notice is Hereby Given that the City Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 16, 2025 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Trail Improvement District #1 as shown on the foregoing list by any person interested or his agent or attorney.

Riley McAdoo-Roesler, Assistant City Engineer

NOTICE OF PAYMENT OF SPECIALS ASSESMENTS - INTEREST

All special assessments levied under this title may be paid without interest within ten days after they have been approved by the governing body and thereafter shall bear interest at an annual rate not exceeding one and one-half percentage points above the average net annual interest rate on any warrants or bonds for the payment of which they are pledged on the total amount thereof remaining unpaid.

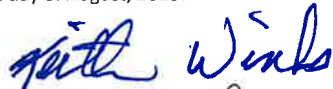
NOTICE OF ASSESSMENTS FOR TRAIL IMPROVEMENT DISTRICT #1

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots of land which, in the opinion of the Commission, are especially benefited by the construction performed in Trail Improvement District #1 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property there in described to the best judgement of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to wit.

Total Construction	\$	604,493.81
NDDOT Share of Construction	\$	489,216.84
City Share of Construction	\$	115,276.97
Engineering, Legal, Administration	\$	195,991.59
Amount to be Assessed	\$	311,268.56

PARCEL	ADDRESS	AMOUNT ASSESSED
655393670	2600 46th AVE SE	\$311,268.56

Witness our hands officially as said Commission this 20th day of August, 2025.

<u>/s/Keith Winks</u> Chairman	
<u>/s/Sherwin Wanner</u> Member	
<u>/s/Heidi Belohlavek</u> Member	

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #235

Notice is Hereby Given that the City Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 16, 2025 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #235 as shown on the foregoing list by any person interested or his agent or attorney.

Riley McAdoo-Roesler, Assistant City Engineer

NOTICE OF PAYMENT OF SPECIALS ASSESMENTS - INTEREST

All special assessments levied under this title may be paid without interest within ten days after they have been approved by the governing body and thereafter shall bear interest at an annual rate not exceeding one and one-half percentage points above the average net annual interest rate on any warrants or bonds for the payment of which they are pledged on the total amount thereof remaining unpaid.

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #235

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #235 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property there in described to the best judgement of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to wit.

Total Construction	\$	7,309,000.00
Engineering, Legal, Administration	\$	1,281,506.45
DWR Grant		-\$1,560,171.41
City of Mandan Utility Fund		-\$498,870.00
Municipal Infrastructure funds		-\$597,155.00
Amount to be Assessed	\$	5,934,310.04

PARCEL	ADDRESS	AMOUNT ASSESSED
650853000	1708 2ND ST NE	\$ 15,263.55
650854000	1706 2ND ST NE	\$ 15,263.55
650855000	1704 2ND ST NE	\$ 15,263.55
650856000	1614 2ND ST NE	\$ 15,263.55
650857000	1610 2ND ST NE	\$ 15,263.55
650858000	1711 2ND ST NE	\$ 15,263.55
650859000	1709 2ND ST NE	\$ 15,263.55
650860000	1707 2ND ST NE	\$ 15,263.55
650861000	1705 2ND ST NE	\$ 15,263.55
650862000	1703 1/2 2ND ST NE	\$ 15,263.55
650863000	1703 2ND ST NE	\$ 15,263.55
650864000	1701 2ND ST NE	\$ 15,263.55
650865000	1712 1ST ST NE	\$ 19,079.44
650866000	1710 1ST ST NE	\$ 19,079.44
650867000	1708 1ST ST NE	\$ 19,079.44
650868000	1706 1ST ST NE	\$ 19,079.44
650869000	1704 1ST ST NE	\$ 19,079.44
650870000	1702 1ST ST NE	\$ 19,079.44
650871000	1700 1ST ST NE	\$ 19,079.44
650872000	1701 1ST ST NE	\$ 19,079.44
650873000	1703 1ST ST NE	\$ 19,079.44
650874000	1705 1ST ST NE	\$ 19,079.44
650875000	1707 1ST ST NE	\$ 19,079.44
650876000	1709 1ST ST NE	\$ 19,079.44
650877000	1711 1ST ST NE	\$ 19,079.44
650878000	1713 1ST ST NE	\$ 19,079.44
650879000	1724 4TH ST NE	\$ 11,447.66
650880000	1722 4TH ST NE	\$ 15,263.55
650881000	1720 4TH ST NE	\$ 15,263.55

651779000	1715 3RD ST NE	\$	15,263.55
651780000	1713 3RD ST NE	\$	15,263.55
651781000	1711 3RD ST NE	\$	15,263.55
651782000	1709 3RD ST NE	\$	15,263.55
651783000	1707 3RD ST NE	\$	15,263.55
651784000	1705 3RD ST NE	\$	15,263.55
651785000	1703 3RD ST NE	\$	15,263.55
651786000	1701 3RD ST NE	\$	15,263.55
651804175	201 MISSOURI DR NE	\$	53,422.42
651838960	109 SHADY LN NE	\$	15,263.55
651838965	107 SHADY LANE NE	\$	15,263.55
655663000	NO LEGAL ADDRESS	\$	68,684.97
656134400	825 MISSOURI DR NE	\$	15,263.55
656134425	711 MISSOURI DR NE	\$	15,263.55
656134450	621 MISSOURI DR NE	\$	15,263.55
656134475	611 MISSOURI DR NE	\$	15,263.55
656134500	501 MISSOURI DR NE	\$	15,263.55
650093000	505 10TH AVE NW	\$	190,529.32
652007500	1101 LOHSTRETER RD NW	\$	13,609.26
655775000	500 LOHSTRETER RD NW	\$	81,655.53
650063000	730 CUSTER DR NW	\$	13,609.26
650064000	732 CUSTER DR NW	\$	13,609.26
650074000	611 10TH AVE NW	\$	6,804.63
650075000	1111 6TH ST NW	\$	13,609.26
650076000	711 10TH AVE NW	\$	6,804.63
650077000	717 CUSTER DR NW	\$	13,609.26
650078000	707 10TH AVE NW	\$	-
650079000	705 10TH AVE NW	\$	-
650080000	703 10TH AVE NW	\$	-
650081000	1108 6TH ST NW	\$	6,804.63
650082000	1110 6TH ST NW	\$	13,609.26
650093050	402 12TH AVE NW	\$	13,609.26
650100000	734 CUSTER DR NW	\$	13,609.26
650101000	736 CUSTER DR NW	\$	13,609.26
650102000	738 CUSTER DR NW	\$	13,609.26
650103000	802 12TH AVE NW	\$	13,609.26
650104000	740 CUSTER DR NW	\$	13,609.26
650105000	803 12TH AVE NW	\$	13,609.26
650106000	800 CUSTER DR NW	\$	13,609.26
650107000	801 CUSTER DR NW	\$	13,609.26
650108000	707 12TH AVE NW	\$	13,609.26
650109000	705 12TH AVE NW	\$	13,609.26
650110000	703 12TH AVE NW	\$	13,609.26
650111000	701 12TH AVE NW	\$	13,609.26
650112000	719 CUSTER DR NW	\$	13,609.26
650113000	721 CUSTER DR NW	\$	13,609.26
650114000	723 CUSTER DR NW	\$	13,609.26
650115000	725 CUSTER DR NW	\$	13,609.26
650116000	704 12TH AVE NW	\$	13,609.26
650117000	703 TERRY PL NW	\$	13,609.26
650118000	704 TERRY PL NW	\$	13,609.26
650119000	702 TERRY PL NW	\$	13,609.26
650120000	1202 6TH ST NW	\$	13,609.26
650121000	1200 6TH ST NW	\$	13,609.26
650122000	1201 6TH ST NW	\$	13,609.26
650123000	1203 6TH ST NW	\$	13,609.26
650124000	1205 6TH ST NW	\$	13,609.26
650125000	1207 6TH ST NW	\$	13,609.26
650126000	708 SWEETBRIAR RD NW	\$	13,609.26

651756000	505 LOHSTRETER RD NW	\$	13,609.26
651757000	503 LOHSTRETER RD NW	\$	13,609.26
651758000	501 1/2 LOHSTRETER RD NW	\$	13,609.26
651759000	501 LOHSTRETER RD NW	\$	13,609.26
651760000	1504 4TH ST NW	\$	13,609.26
651761000	1508 4TH ST NW	\$	13,609.26
651762000	1512 4TH ST NW	\$	13,609.26
651762200	1514 4TH ST NW	\$	13,609.26
651763000	1401 4TH ST NW	\$	13,609.26
651764000	1405 4TH ST NW	\$	13,609.26
651765000	1409 4TH ST NW	\$	13,609.26
651766000	1501 4TH ST NW	\$	13,609.26
651767000	1505 4TH ST NW	\$	13,609.26
651768000	1509 4TH ST NW	\$	13,609.26
651769000	1513 4TH ST NW	\$	13,609.26
651804020	906 13TH AVE NW	\$	13,609.26
651839000	1005 BRYAN TRL NW	\$	2,721.85
651840000	1001 BRYAN TRL NW	\$	2,721.85
651841000	913 BRYAN TRL NW	\$	2,721.85
651842000	909 BRYAN TRL NW	\$	2,721.85
651843000	905 BRYAN TRL NW	\$	13,609.26
651844000	821 BRYAN TRL NW	\$	13,609.26
651845000	817 BRYAN TRL NW	\$	13,609.26
651846000	815 BRYAN TRL NW	\$	13,609.26
651847000	813 BRYAN TRL NW	\$	13,609.26
651848000	809 BRYAN TRL NW	\$	13,609.26
651849000	816 LOHSTRETER RD NW	\$	13,609.26
651850000	820 LOHSTRETER RD NW	\$	13,609.26
651851000	824 LOHSTRETER RD NW	\$	13,609.26
651852000	900 ST THOMAS TRL NW	\$	13,609.26
651853000	902 ST THOMAS TRL NW	\$	13,609.26
651854000	904 ST THOMAS TRL NW	\$	13,609.26
651856000	912 ST THOMAS TRL NW	\$	13,609.26
651857000	916 ST THOMAS TRL NW	\$	2,721.85
651858000	920 ST THOMAS TRL NW	\$	2,721.85
651859000	1004 ST THOMAS TRL NW	\$	2,721.85
651860000	1713 9TH ST NW	\$	2,721.85
651861000	1601 9TH ST NW	\$	2,721.85
651862000	1000 BRYAN TRL NW	\$	2,721.85
651863000	912 BRYAN TRL NW	\$	2,721.85
651864000	908 BRYAN TRL NW	\$	2,721.85
651866000	900 BRYAN TRL NW	\$	13,609.26
651867000	1600 7TH ST NW	\$	13,609.26
651868000	1612 7TH ST NW	\$	13,609.26
651869000	1700 7TH ST NW	\$	13,609.26
651870000	1710 7TH ST NW	\$	13,609.26
651871000	721 17TH AVE NW	\$	13,609.26
651873000	717 17TH AVE NW	\$	13,609.26
651874000	713 17TH AVE NW	\$	13,609.26
651875000	709 17TH AVE NW	\$	13,609.26
651876000	701 17TH AVE NW	\$	13,609.26
651877000	612 LOHSTRETER RD NW	\$	13,609.26
651878000	700 LOHSTRETER RD NW	\$	13,609.26
651879000	708 LOHSTRETER RD NW	\$	13,609.26
651880000	716 LOHSTRETER RD NW	\$	13,609.26
651881000	800 LOHSTRETER RD NW	\$	13,609.26
651882000	804 BRYAN TRL NW	\$	13,609.26
651883000	808 BRYAN TRL NW	\$	13,609.26
651884000	812 BRYAN TRL NW	\$	13,609.26

651940000	559 MARILYN DR NW	\$	13,609.26
651941000	555 MARILYN DR NW	\$	13,609.26
651942000	553 MARILYN DR NW	\$	13,609.26
651943000	551 MARILYN DR NW	\$	13,609.26
651944000	539 MARILYN DR NW	\$	13,609.26
651945000	541 MARILYN DR NW	\$	13,609.26
651946000	543 MARILYN DR NW	\$	13,609.26
651947000	545 MARILYN DR NW	\$	13,609.26
651948000	547 MARILYN DR NW	\$	13,609.26
651951000	537 MARILYN DR NW	\$	13,609.26
651952000	535 MARILYN DR NW	\$	13,609.26
651953000	533 MARILYN DR NW	\$	13,609.26
651954000	531 MARILYN DR NW	\$	13,609.26
651955000	529 MARILYN DR NW	\$	13,609.26
651956000	1517 4TH ST NW	\$	13,609.26
651957000	525 MARILYN DR NW	\$	13,609.26
651958000	523 MARILYN DR NW	\$	13,609.26
651959000	521 MARILYN DR NW	\$	13,609.26
651960000	519 MARILYN DR NW	\$	13,609.26
651961000	517 MARILYN DR NW	\$	13,609.26
651962000	515 MARILYN DR NW	\$	13,609.26
651963000	513 MARILYN DR NW	\$	13,609.26
651964000	905 LOHSTRETER RD NW	\$	13,609.26
651965000	2005 UNION LOOP NW	\$	13,609.26
651966000	2009 UNION LOOP NW	\$	13,609.26
651967000	2013 UNION LOOP NW	\$	13,609.26
651968000	2017 UNION LOOP NW	\$	13,609.26
651969000	2021 UNION LOOP NW	\$	13,609.26
651970000	2025 UNION LOOP NW	\$	13,609.26
651971000	2029 UNION LOOP NW	\$	13,609.26
651972000	2033 UNION LOOP NW	\$	13,609.26
651973000	2037 UNION LOOP NW	\$	13,609.26
651974000	2041 UNION LOOP NW	\$	13,609.26
651975000	2045 UNION LOOP NW	\$	13,609.26
651976000	2049 UNION LOOP NW	\$	13,609.26
651977000	1003 LOHSTRETER RD NW	\$	13,609.26
651978000	1005 LOHSTRETER RD NW	\$	13,609.26
651979000	1007 LOHSTRETER RD NW	\$	13,609.26
651980000	2000 UNION LOOP NW	\$	13,609.26
651981000	2004 UNION LOOP NW	\$	13,609.26
651982000	2008 UNION LOOP NW	\$	13,609.26
651983000	2014 UNION LOOP NW	\$	13,609.26
651984000	2048 UNION LOOP NW	\$	13,609.26
651985000	913 LOHSTRETER RD NW	\$	13,609.26
651986000	917 ST THOMAS TRL NW	\$	2,721.85
651987000	913 ST THOMAS TRL NW	\$	13,609.26
651988000	909 ST THOMAS TRL NW	\$	13,609.26
651989000	905 ST THOMAS TRL NW	\$	13,609.26
651990000	900 LOHSTRETER RD NW	\$	13,609.26
651991000	904 LOHSTRETER RD NW	\$	13,609.26
651992000	908 LOHSTRETER RD NW	\$	13,609.26
651993000	912 LOHSTRETER RD NW	\$	13,609.26
651994000	2001 LINCOLN PL NW	\$	13,609.26
651995000	1913 LINCOLN PL NW	\$	13,609.26
651996000	1907 LINCOLN PL NW	\$	13,609.26
651997000	1901 LINCOLN PL NW	\$	13,609.26
651998000	1900 LINCOLN PL NW	\$	13,609.26
651999000	1904 LINCOLN PL NW	\$	13,609.26
652000000	1908 LINCOLN PL NW	\$	13,609.26

652001000	1912 LINCOLN PL NW	\$	13,609.26
652003000	2000 LINCOLN PL NW	\$	13,609.26
652004000	2004 LINCOLN PL NW	\$	13,609.26
652005000	1004 LOHSTRETER RD NW	\$	13,609.26
652007000	1012 LOHSTRETER RD NW	\$	13,609.26
652007100	1100 LOHSTRETER RD NW	\$	13,609.26
653772900	809 12TH AVE NW	\$	2,721.85
653773000	807 12TH AVE NW	\$	13,609.26
653774000	805 12TH AVE NW	\$	13,609.26
653775000	802 CUSTER DR NW	\$	13,609.26
653776000	802 SWEETBRIAR RD NW	\$	13,609.26
653777000	804 SWEETBRIAR RD NW	\$	13,609.26
653778000	806 SWEETBRIAR RD NW	\$	13,609.26
653779000	807 SWEETBRIAR RD NW	\$	13,609.26
653780000	805 SWEETBRIAR RD NW	\$	13,609.26
653781000	803 SWEETBRIAR RD NW	\$	13,609.26
653782000	806 CUSTER DR NW	\$	13,609.26
653783000	808 CUSTER DR NW	\$	13,609.26
653784000	802 13TH AVE NW	\$	13,609.26
653785000	804 13TH AVE NW	\$	13,609.26
653786000	806 13TH AVE NW	\$	13,609.26
653787000	808 13TH AVE NW	\$	13,609.26
653788000	901 SWEETBRIAR RD NW	\$	13,609.26
653789000	1306 7TH ST NW	\$	13,609.26
653790000	1308 7TH ST NW	\$	13,609.26
653791000	905 13TH AVE NW	\$	13,609.26
653792000	903 13TH AVE NW	\$	13,609.26
653793000	811 13TH AVE NW	\$	13,609.26
653794000	809 13TH AVE NW	\$	13,609.26
653795000	807 13TH AVE NW	\$	13,609.26
653796000	805 13TH AVE NW	\$	13,609.26
653797000	803 13TH AVE NW	\$	13,609.26
653798000	801 13TH AVE NW	\$	13,609.26
655773000	401 13TH AVE NW	\$	13,609.26

Witness our hands officially as said Commission this 20th day of August, 2025.

/s/Keith Winks

Chairman

/s/Sherwin Wanner

Member

/s/Heidi Belohlavek

Member

Keith Winks

Sherwin Wanner

Heidi Belohlavek

651885000	816 BRYAN TRL NW	\$	13,609.26
651886000	820 BRYAN TRL NW	\$	13,609.26
651887000	824 BRYAN TRL NW	\$	13,609.26
651888000	828 BRYAN TRL NW	\$	13,609.26
651889000	1601 7TH ST NW	\$	13,609.26
651890000	713 16TH AVE NW	\$	13,609.26
651891000	709 16TH AVE NW	\$	13,609.26
651892000	705 16TH AVE NW	\$	13,609.26
651893000	701 16TH AVE NW	\$	13,609.26
651894000	613 16TH AVE NW	\$	13,609.26
651895000	609 16TH AVE NW	\$	13,609.26
651896000	605 16TH AVE NW	\$	13,609.26
651897000	601 16TH AVE NW	\$	13,609.26
651898000	558 LOHSTRETER RD NW	\$	13,609.26
651899000	604 17TH AVE NW	\$	13,609.26
651900000	608 17TH AVE NW	\$	13,609.26
651901000	700 17TH AVE NW	\$	13,609.26
651902000	704 17TH AVE NW	\$	13,609.26
651903000	708 17TH AVE NW	\$	13,609.26
651904000	712 17TH AVE NW	\$	13,609.26
651905000	1701 7TH ST NW	\$	13,609.26
651906000	901 LOHSTRETER RD NW	\$	13,609.26
651907000	1904 BRULEY RD NW	\$	13,609.26
651908000	1908 BRULEY RD NW	\$	13,609.26
651909000	2000 BRULEY RD NW	\$	13,609.26
651910000	2004 BRULEY RD NW	\$	13,609.26
651911000	2003 BRULEY RD NW	\$	13,609.26
651912000	2001 BRULEY RD NW	\$	13,609.26
651913000	1909 BRULEY RD NW	\$	13,609.26
651914000	1905 BRULEY RD NW	\$	13,609.26
651915000	1901 BRULEY RD NW	\$	6,804.63
651916000	855 BRUCE DR NW	\$	13,609.26
651917000	853 BRUCE DR NW	\$	13,609.26
651918000	813 BRUCE DR NW	\$	13,609.26
651919000	811 BRUCE DR NW	\$	13,609.26
651919020	807 BRUCE DR NW	\$	13,609.26
651920000	805 BRUCE DR NW	\$	13,609.26
651921000	803 BRUCE DR NW	\$	13,609.26
651922000	801 BRUCE DR NW	\$	13,609.26
651923000	723 LOHSTRETER RD NW	\$	13,609.26
651924000	719 PAULSEN DR NW	\$	13,609.26
651925000	715 PAULSEN DR NW	\$	13,609.26
651925010	709 PAULSEN DR NW	\$	13,609.26
651925020	707 PAULSEN DR NW	\$	13,609.26
651927000	701 PAULSEN DR NW	\$	13,609.26
651928000	631 CRAIG DR NW	\$	13,609.26
651929000	629 CRAIG DR NW	\$	13,609.26
651930000	627 CRAIG DR NW	\$	13,609.26
651931000	625 CRAIG DR NW	\$	13,609.26
651932000	623 CRAIG DR NW	\$	13,609.26
651933000	615 CRAIG DR NW	\$	13,609.26
651933010	613 CRAIG DR NW	\$	13,609.26
651933020	611 CRAIG DR NW	\$	13,609.26
651934000	609 CRAIG DR NW	\$	13,609.26
651935000	607 CRAIG DR NW	\$	13,609.26
651936000	605 CRAIG DR NW	\$	13,609.26
651937000	603 CRAIG DR NW	\$	13,609.26
651938000	601 CRAIG DR NW	\$	13,609.26
651939000	557 MARILYN DR NW	\$	13,609.26

650127000	706 SWEETBRIAR RD NW	\$	13,609.26
650128000	704 SWEETBRIAR RD NW	\$	13,609.26
650129000	702 SWEETBRIAR RD NW	\$	13,609.26
650130000	1302 6TH ST NW	\$	13,609.26
650131000	711 SWEETBRIAR RD NW	\$	13,609.26
650132000	709 SWEETBRIAR RD NW	\$	13,609.26
650133000	707 SWEETBRIAR RD NW	\$	13,609.26
650134000	705 SWEETBRIAR RD NW	\$	13,609.26
650135000	703 SWEETBRIAR RD NW	\$	13,609.26
650136000	1304 6TH ST NW	\$	13,609.26
650137000	1306 6TH ST NW	\$	13,609.26
650138000	702 13TH AVE NW	\$	13,609.26
650139000	704 13TH AVE NW	\$	13,609.26
650140000	706 13TH AVE NW	\$	13,609.26
650141000	708 13TH AVE NW	\$	13,609.26
650142000	710 13TH AVE NW	\$	13,609.26
650143000	712 13TH AVE NW	\$	13,609.26
650144000	901 CUSTER DR NW	\$	13,609.26
650145000	713 13TH AVE NW	\$	13,609.26
650146000	711 13TH AVE NW	\$	13,609.26
650147000	709 13TH AVE NW	\$	13,609.26
650148000	707 13TH AVE NW	\$	13,609.26
650149000	705 13TH AVE NW	\$	13,609.26
650150000	703 13TH AVE NW	\$	13,609.26
650151000	701 13TH AVE NW	\$	13,609.26
650152000	409 13TH AVE NW	\$	13,609.26
650153000	407 13TH AVE NW	\$	13,609.26
650154000	405 13TH AVE NW	\$	13,609.26
650155000	507 12TH AVE NW	\$	13,609.26
650156000	505 12TH AVE NW	\$	13,609.26
650157000	503 12TH AVE NW	\$	13,609.26
650158000	501 12TH AVE NW	\$	13,609.26
650159000	407 12TH AVE NW	\$	13,609.26
650160000	405 12TH AVE NW	\$	13,609.26
650161000	403 12TH AVE NW	\$	13,609.26
650162000	401 12TH AVE NW	\$	13,609.26
650163000	400 13TH AVE NW	\$	13,609.26
650164000	402 13TH AVE NW	\$	13,609.26
650165000	404 13TH AVE NW	\$	13,609.26
650166000	406 13TH AVE NW	\$	13,609.26
650167000	408 13TH AVE NW	\$	13,609.26
650168000	1305 6TH ST NW	\$	13,609.26
651133000	312 12TH AVE NW	\$	13,609.26
651740000	804 16TH AVE NW	\$	13,609.26
651741000	800 16TH AVE NW	\$	13,609.26
651742000	716 16TH AVE NW	\$	13,609.26
651743000	712 16TH AVE NW	\$	13,609.26
651744000	708 16TH AVE NW	\$	13,609.26
651745000	704 16TH AVE NW	\$	13,609.26
651746000	700 16TH AVE NW	\$	13,609.26
651747000	612 16TH AVE NW	\$	13,609.26
651748000	1501 CUSTER DR NW	\$	13,609.26
651749000	1505 CUSTER DR NW	\$	13,609.26
651750000	1500 CUSTER DR NW	\$	13,609.26
651751000	1504 CUSTER DR NW	\$	13,609.26
651752000	1508 CUSTER DR NW	\$	13,609.26
651753000	510 LOHSTRETER RD NW	\$	13,609.26
651754000	509 LOHSTRETER RD NW	\$	13,609.26
651755000	507 LOHSTRETER RD NW	\$	13,609.26

650882000	1718 4TH ST NE	\$	15,263.55
650883000	1716 4TH ST NE	\$	15,263.55
650884000	1714 4TH ST NE	\$	15,263.55
650885000	1712 4TH ST NE	\$	15,263.55
650886000	1710 4TH ST NE	\$	15,263.55
650887000	1708 4TH ST NE	\$	15,263.55
650888000	1706 4TH ST NE	\$	15,263.55
650889000	1704 4TH ST NE	\$	15,263.55
650890000	1702 4TH ST NE	\$	15,263.55
650891000	1700 4TH ST NE	\$	15,263.55
650892000	409 16TH AVE NE	\$	15,263.55
650893000	407 16TH AVE NE	\$	15,263.55
650894000	405 16TH AVE NE	\$	15,263.55
650895000	1721 4TH ST NE	\$	15,263.55
650896000	1719 4TH ST NE	\$	15,263.55
650897000	1717 4TH ST NE	\$	15,263.55
650898000	1715 4TH ST NE	\$	15,263.55
650899000	1713 4TH ST NE	\$	15,263.55
650900000	1711 4TH ST NE	\$	15,263.55
650901000	1709 4TH ST NE	\$	15,263.55
650902000	1707 4TH ST NE	\$	15,263.55
650903000	1705 4TH ST NE	\$	15,263.55
650904000	1703 4TH ST NE	\$	15,263.55
650907000	105 SHADY LN NE	\$	15,263.55
650908000	103 SHADY LN NE	\$	15,263.55
650911000	1706 MAIN ST E	\$	7,631.77
650912000	1710 MAIN ST E	\$	7,631.77
650913000	1708 MAIN ST E	\$	7,631.77
650914000	1704 MAIN ST E	\$	7,631.77
650915000	1702 MAIN ST E	\$	7,631.77
650916000	1700 MAIN ST E	\$	7,631.77
650917000	101 SHADY ACRES NE	\$	7,631.77
650918000	103 SHADY ACRES NE	\$	7,631.77
650919000	105 SHADY ACRES NE	\$	7,631.77
650920000	419 MISSOURI DR NE	\$	11,447.66
650922000	1800 3RD ST NE	\$	11,447.66
650923000	1716 3RD ST NE	\$	15,263.55
650924000	310 SHADY LN NE	\$	15,263.55
650925000	313 MISSOURI DR NE	\$	11,447.66
650926000	311 MISSOURI DR NE	\$	7,631.77
650927000	301 MISSOURI DR NE	\$	11,447.66
650928000	1802 2ND ST NE	\$	15,263.55
650929000	300 SHADY LN NE	\$	15,263.55
650930000	210 SHADY LN NE	\$	15,263.55
650932000	1901 2ND ST NE	\$	15,263.55
650933000	1905 2ND ST NE	\$	11,447.66
650934000	200 SHADY LN NE	\$	30,527.10
650935000	200 SHADY LN NE	\$	30,527.10
651739000	1800 MAIN ST E	\$	7,631.77
651739010	1810 MAIN ST E	\$	7,631.77
651770000	1714 3RD ST NE	\$	15,263.55
651771000	1712 3RD ST NE	\$	15,263.55
651772000	1710 3RD ST NE	\$	15,263.55
651773000	1708 3RD ST NE	\$	15,263.55
651774000	1706 3RD ST NE	\$	15,263.55
651775000	1704 3RD ST NE	\$	15,263.55
651776000	1702 3RD ST NE	\$	15,263.55
651777000	1700 3RD ST NE	\$	15,263.55
651778000	311 SHADY LN NE	\$	15,263.55



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 8, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Class A Liquor License Transfer from Lonesome Dove Bar to Missiori Riverboat, Inc.

STATEMENT/PURPOSE:

To consider the transfer of the Class A Liquor License from Lonesome Dove Bar to Missouri Riverboat, Inc.

BACKGROUND/ALTERNATIVES:

The Class A liquor license currently held by the Lonesome Dove Bar qualifies for a one-time transfer as the license has not been transferred before. The receiving party is Missouri Riverboat, Inc.

Applicable background check has been performed by the Mandan Police Department and finds no disqualifying issues. However, this change in ownership will require the building to be brought up to applicable fire, building, health, and safety codes, to specifically include the installation of a fire suppression system, fire alarm system, and other means of egress components.

ATTACHMENTS:

1. Lonesome Dove - Missouri Riverboat Redacted_Redacted

FISCAL IMPACT:

License Application Fee = \$250
Annual renewal fee = \$3,075 (9/12 x \$4,100)

STAFF IMPACT:

Inspections to ensure compliance with all applicable codes.

LEGAL REVIEW:

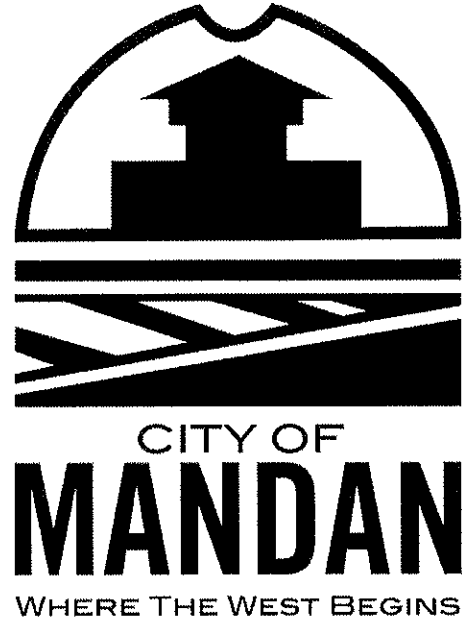
The application and memo have been forwarded to Attorney Oster for review.

RECOMMENDATION:

I recommend approval of the Class A Liquor License transfer, effective Oct. 1, 2025, from Lonesome Dove, Inc. to Lonsome Dove, Inc., a subsidiary of Missouri Riverboat, Inc., contingent upon new ownership meeting all fire, building, health, and safety codes.

SUGGESTED MOTION:

I move to approve the transfer of the Class A Liquor License, effective Oct. 1, 2025, from Lonesome Dove, Inc. to Lonesome Dove, Inc., a subsidiary of Missouri Riverboat, Inc., contingent upon new ownership meeting all fire, building, health, and safety codes.



Corporation Liquor License Application

City of Mandan

Liquor License Application Information

It is required that the applicant(s) read and understand the City of Mandan Municipal Code Chapter 4 related to Alcoholic Beverages before submitting a completed application.

(https://library.municode.com/nd/mandan/codes/code_of_ordinances?nodeId=PT2CO_CH4ALBE)

A completed application will need to be filed with the City's Finance Department along with a \$250 non-refundable application fee.

Once the application and fee are received, the Finance Department will receipt the payment and move the application through the internal application verification steps with the Police, Building Inspections, Fire, and Public Health Department. If at any time there is an issue or concern found during the internal verification steps, the Finance Department will contact the applicant.

After the application passes all internal verification steps, the Finance Department will contact the applicant for payment of the Liquor License Annual and Issuance (if applicable) fees. These fees are outlined on Page 3. The Annual License fee will be collected for all License Classes at a prorated amount based off the number of months left in the license year (July 1 to June 30) at the time of Commission approval (Annual License fee/12 months X the number of valid months of the license year at the time off approval). Class A, BWO, D, and D1 licenses carry an separate Issuance fee that will need to be paid in addition to the prorated Annual License fee. The application will not be submitted for approval from the City Commission until all License fees are paid.

Once payment for the Annual and Issuance (if applicable) fees are collected and receipted, the Liquor License application will be placed on the soonest available agenda for consideration by the City Commission. The Finance Department will contact the applicant to notify them of the date of the meeting.

After approval from the City Commission, the Finance Department will mail the physical license to the mailing address listed on the application.

If at any time, the applicant has any questions or concerns, they can contact the Finance Department at:

Phone: 701-667-3210

Email: finance@cityofmandan.com

Mailing Address: 205 2nd Ave NW Mandan, ND 58554

The Applicant will also need to contact Western Plains Public Health and the State of North Dakota Attorney General's Office for other licensing needed for the City license to be valid.

City of Mandan Liquor License Fees
Effective as of July 1, 2022

Annual License Fee

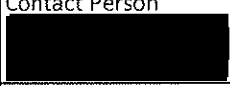
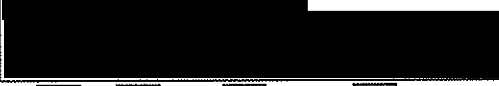
Class	License	Fee
Class A	General Retail On & Off Sale Beer & Liquor	\$4,100
Class B	Club on & Off Sale Beer & Liquor	\$3,720
Special B	Publicly Owned or Operated Facilities On Sale Beer	\$380
Special B	Publicly Owned Facilities On Sale Beer & Liquor	\$380
Class BWO	Retail On Sale Beer & Wine	\$1,2120
Class C	Motel & Hotel On & Off Sale Beer & Liquor	\$3,850
Class D	Exclusive Off Sale Beer & Liquor	\$4,100
Class D1	Exclusive Off Sale Beer & Wine	\$820
Class DY	Distilled Spirits	\$820
Class E	Restaurant On Sale Beer & Liquor	\$2,630
Class F	Restaurant On Sale Beer & Wine	\$1,210
Class G	Commercial Passenger Vessels	\$1,520
Class MP	Member Producer	\$820
Class WB	Wine or Brewery	\$820
Class H	Catered Retail Beer, Wine, & Liquor On-Premises	\$650

License Issuance Fee

Class	License	Fee
Class A	General Retail On & Off Sale Beer & Liquor	\$60,000
Class BWO	Retail On Sale Beer & Wine	\$3,000
Class D	Exclusive Off Sale Beer & Liquor	\$80,000
Class D1	Exclusive Off Sale Beer & Wine	\$40,000

Other Liquor License & Permit Fees

License/Permit	Fee
Application Fee (New Liquor License Applications Only)	\$250
Late Application (Liquor License Renewal Applications Only)	\$50
Special Event—Alcohol Vendor Permit	\$50
Special Catering Permit	\$25
Special Catering Permit (less than 7 days prior to event)	\$50

Corporation Name Lonesome Dove, Inc.		State of Incorporation ND	Date of Incorporation 03/22/1991
Purpose of Incorporation General Business		If subsidiary, Name of Parent Corporation Missouri Riverboat, Inc.	
Name of Business at which license is requested (DBA) (Must match State of ND Registration) Lonesome Dove Bar		Business Phone Number 701-663-4758	
Business Address (Physical Street Address) 3929 Memorial Hwy	City Mandan	State ND	Zip Code 58554
Legal Description of Property (Lot & Block) Lot 1 Block 1		Applicant must attach a diagram of the physical layout of licensed premises including at a minimum: doors, storage areas, and areas where liquor/beer is purchased and consumed.	
Mailing Address 1700 River Rd	City Bismarck	State ND	Zip Code 58503
Contact Person 	Contact Person Phone Number 		
Type of License: Class A ☒ B ☐ C ☐ D ☐ D1 ☐ E ☐ F ☐ WB ☐ MP ☐ DY ☐ BWO ☐ SPEC. B ☐			

1. List names, current addresses and any other address in the last 5 years, dates of birth, driver's license # and state issued, and citizenship of all the Officers, Directors, and Stockholders, who are engaged or employed in a capacity in the conduct or operation of the business at which the alcoholic beverage license is to be used. **It is required that the applicant list each individual's name, addresses for the last 5 years, dates of birth, driver's license #, and citizenship, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.**

Aaron Barth
Current Address: 517 N. 11th St., Bismarck, ND 58501
Prior Address: 1002 N. 7th St., Bismarck, ND 58501


2. List names, current addresses and any other addresses in the last 5 years, dates of birth, driver's license # and state issued, and citizenship of all Persons who will have charge, management, or control of the establishment for which the license is requested. **It is required that the applicant list each individual's name, addresses for the last 5 years, dates of birth, driver's license #, and citizenship, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.**

Krystal Haibeck
Current Address: 2301 Hwy 1806 #1, Mandan, ND 58554
Prior Address: 3420 County Rd 139, Mandan ND 58554


3. Name of Individual who is to be in charge of the day-to-day operations and management of the licensed premises, and who will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises. (If the manager changes during the course of the license period, you must provide the Finance Department with the updated information about the new manager immediately.)

Name Krystal Haibeck			
Address 2301 Hwy 1806 #1	City Mandan	State ND	Zip Code 58554
Date of Birth [REDACTED]	Age [REDACTED]	Citizenship US	
If naturalized, give date and place of Naturalization			
Please list all other places of residence in the last five (5) years 3420 County Rd. 139 Mandan, ND 58554			

4. It is required that the applicant attach a separate list showing the occupations and employers of each individual listed in answers to Items 1, 2, and 3 during the last five (5) years.

5. Have any individuals identified in Item 1, 2, and 3 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) previously?

Yes ☒ No ☐ If yes, applicant must attach a separate page explain in detail the type of business and dates of license or employment.

6. Have any individuals identified in Item 1, 2, and 3 ever had a license of any kind (including alcoholic beverage license, other business license, or motor vehicle license) suspended, revoked or not renewed by any local, state, or federal agency?

Yes ☐ No ☒ If yes, applicant must attach a separate page explaining the violation in detail.

7. Have any of the individuals identified in Item 1, 2, and 3 ever been convicted of a any crime at the United States, state, or local level, other than a minor traffic violations (but including reckless driving or driving under the influence)?

Yes ☒ No ☐ If yes, applicant must attach a separate page explaining the violation in detail.

8. Do any of the individuals identified in Item 1, 2, and 3 have any interest whatsoever in any other liquor establishment, either at whole-sale or retail, within or out of the state of North Dakota? The interest which must be disclosed also includes a right of inheritance by law or will.

Yes ☐ No ☒ If yes, applicant must attach a separate page explaining in detail.

9. List the names, addresses, dates of birth, and driver's license # and state issued of all individuals who are authorized to make purchases for the business at which the license is to be used and located. It is required that the applicant list each individual's name, addresses for the last 5 years, dates of birth, and driver's license #, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.

Krystal Haibeck and Aaron Barth, (see information above)

10. List the names, addresses, dates of birth, and driver's license # and state issued of all individuals who are authorized to sign checks used to pay payroll and expense bills of the business at which the license is to be used. **It is required that the applicant list each individual's name, addresses for the last 5 years, dates of birth, and driver's license #, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.**

Aaron Barth
[REDACTED]

11. Does Applicant certify that all property taxes have been paid to date for the licensed premises?

Yes ☒ No ☐ *If property taxes are not paid, the application will not be considered complete.*

12. If licensed premises is owned by Applicant, please provide the date of purchase. 10/1/25

If licensed premises is leased, Applicant must attach a copy of executed and dated lease.

13. Does anyone other than the Corporation applying for the alcoholic beverage license or the business owning the premises have any right, estate, or interest in the lease hold, building, furniture, fixtures, or equipment, in the premises for which the license is requested.

Yes ☐ No ☒ *If yes, applicant just attach a separate page explaining in detail.*

14. Does the Corporation applying for this alcoholic beverage license have any agreement, contract, understanding, or intention to have any agreement, contract, or understanding to obtain this license for another, or to operate the business for another, or as agent for another?

Yes ☐ No ☒ *If yes, applicant must attach a separate page explaining in detail.*

15. Does the Corporation applying for this license or the person, partnership, or corporation owning the premises named herein, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made?

Yes ☐ No ☒ *If yes, applicant must attach a separate page explaining in detail.*

16. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health, and zoning regulations and requirements?

Yes ☒ No ☐

18. List the names, addresses, and phone numbers for at least 3 business references.

Chris Fraser, Business Banking Officer
Bravera Bank, Bismarck Town Centre
401 N. 4th Street
Bismarck, North Dakota 58501
[REDACTED]

Nate Watson, Finance Office Manager
Schwan Buick GMC Cadillac
3812 Memorial Highway
Mandan, North Dakota 58554
[REDACTED]

Shadd Piehl
W. T. Butcher & Associates
2745 Lyons Road
Mandan, North Dakota 58554
[REDACTED]

For this application to be considered complete, please make sure you attach the following on separate pages:

1. Diagram of physical layout of licensed premises including entrances, exits, interior doors, windows, tables, coolers, storage, room dividers, and areas where liquor can be purchased and consumed. If the licensed site is part of a larger building such as restaurant, areas such as mixing, serving, and storage must be identified. The diagram should be submitted on a plain 8.5x11 sized paper. The diagram should also include the agency name and the direction "North". The diagram may be hand drawn, but it must be neat and reasonably accurate.
2. A list of occupations and employers for each individual listed in answers to Item 1, 2, and 3 for the last 5 years.
3. If the licensed premise is leased, a copy of the executed and dated lease.
4. Any explanations required by answering any question with "Yes".

Application continues on the next page.

STATE OF NORTH DAKOTA)
) ss. Affidavit of Application Completeness and Accuracy,
COUNTY OF MORTON) Sworn Statement of Conditions of Licensure,
) and Agreement of Right to Entry of City Personnel

I, **Aaron Barth**, having been sworn and under oath, state that I am a duly authorized officer or director, namely Officer, of the above named corporation which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I do hereby certify that the above information is true and correct to the best of my knowledge and beliefs.

I do further certify that said corporation and its officers, directors, and employees will abide by the provisions of Chapter 12-01, 12-02, and 12-03 of the Mandan Code of Ordinances and any amendments thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors, and employees will not permit the violation of any law, rule, or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers, directors, and employees will only authorize the retail sale of liquor, including beer, wine, and other spirits as defined by the North Dakota Century Code, as the premises designated in the application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors, and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, anyone who is under the influence, or a habitual drunkard and that I will accept any penalty including suspension or revocation of the license for any violation of said prohibited sale.

I do further certify and affirm that the applicant corporation, its officers, and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of Commissioner.

I do further certify and affirm that the applicant corporation, its officers, directors, and employees do hereby consent to the entry of any city official (including administrative, building, zoning, health, and fire officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this application relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors, and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the Applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of right is acknowledged to be a condition of licensure.

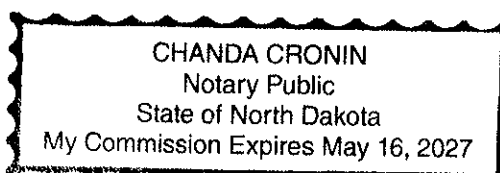
Dated on this 29 day of August, 2025.

Signature: Aaron L Barth

NOTARY:

Subscribed and sworn to before me on this 29th day of August, 2025.

(Notary Seal)



Chanda Cronin
Signature of Notary

STATE OF NORTH DAKOTA)
)
COUNTY OF MORTON)

I, Aaron L Barth, being first duly sworn, deposes and says that they are the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions, and agreement of right to entry by city personnel, that they have read each question and statement contained therein and knows the contents thereof to be true and accurate, and that they have furnished the answers set forth in said application, and that each one of said answers is true to the best of their knowledge.

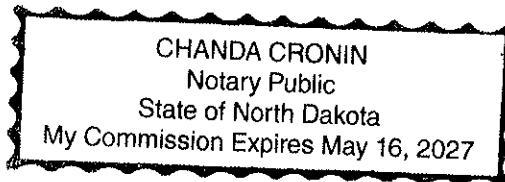
Dated on this 29 day of August, 2025.

Signature: Aaron L Barth

NOTARY:

Subscribed and sworn to before me on this 29th day of August, 2025.

(Notary Seal)



Chanda Cronin

Signature of Notary

OFFICE USE ONLY

Date Application was submitted: 8-29-25

\$250 Application Fee Paid: ☒ Y ☐ N Date: 8-29-25

Finance Review Completed By: Dayne Anderson Date: 8-29-29

Did application advance to the next step? ☒ Y ☐ N

Police Department Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Building Inspection Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Fire Department Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Health Department Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Date of Commission Consideration: _____

Months of License Year: _____

Prorated Annual License Fee: \$ _____ Date: _____

License Issuance Fee: \$ _____ Date: _____

Commission Approval: Y ☐ N ☐



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: 3-way agreement with TRX Developers for Shores at Lakewood Phase 2

STATEMENT/PURPOSE:

To enter into a 3-way agreement with TRX Developers for water and sewer improvements related to Shores at Lakewood Phase 2.

BACKGROUND/ALTERNATIVES:

This is an agreement between the developer, the contractor, and the City to build water, sanitary sewer, and a lift station. These facilities would be located underneath future roadways and would tie into existing city infrastructure in the area. The city would be responsible for these utilities after the project is accepted by city staff.

ATTACHMENTS:

1. ShoresLakewood2ndAdd_3WayAgreement_WPSP_2025-07_20250730

FISCAL IMPACT:

The City will be responsible for the maintenance and upkeep of these newly installed facilities upon staff acceptance.

STAFF IMPACT:

The City will be responsible for the maintenance and upkeep of these newly installed facilities upon staff acceptance.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To enter into a 3-way agreement with TRX Developers.

City Commission

Agenda Documentation

September 16, 2025

Subject: Consider entering into a 3-way agreement with TRX developers for the construction of water and sewer related to Shores at Lakewood Phase 2

Page 2 of 2

SUGGESTED MOTION:

I move to enter into the 3-way agreement, as presented.

3-WAY AGREEMENT
WATER AND SANITARY SEWER PROJECT (WPSP_2025-07)
(Shores at Lakewood 2nd Addition)

THIS AGREEMENT, made on this ____ day of _____, 2025, between the City of Mandan, a municipal corporation, hereinafter called the CITY, TRX Developers, LLC, hereinafter called the DEVELOPER, and _____, hereinafter called the CONTRACTOR. The ENGINEER mentioned in this contract shall be Mountain Plains, LLC.

WHEREAS, the CONTRACTOR wishes to enter upon the public streets and rights-of-way to construct, under a private contract, the following improvements:

☒ Water Mains	☒ Sanitary Sewer Mains	☐ Storm Sewer Mains
☐ Streets	☐ Other:	

for property to be developed and offered for sale by the DEVELOPER; and

WHEREAS, the CITY wishes to safeguard the public interest by assuring that said construction work will be in accord with plans, specifications and requirements of the CITY and will be completed in a proper and safe manner in accord with said ENGINEER prepared plans and specifications for said type of work; and

WHEREAS, the DEVELOPER has filed a petition to the Board of City Commissioners to permit the DEVELOPER to contract directly for said improvements.

NOW, THEREFORE, it is agreed between the parties for the considerations herein named, as follows:

(1) LICENSE TO CONSTRUCT.

The CITY grants to the DEVELOPER the right, privilege, and license to enter upon and construct in the public rights-of-way of the CITY the above improvements in the following streets:

Clear Creek Road SE, Clear Creek Lane SE, and Oxbow Trail SE

which license shall continue so long as the DEVELOPER performs the agreements by it herein.

(2) SCOPE OF WORK.

The DEVELOPER will, through a CONTRACTOR licensed under the laws of North Dakota, do said work, including furnishing all materials, equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by a licensed

professional engineer, which are hereby referred to and made a part of this Agreement. Construction staking as required by the CITY shall be done by the ENGINEER at the expense of the DEVELOPER. The CONTRACTOR shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, chlorine, clean up, and any other usual charges as determined by the ENGINEER shall be borne by the CONTRACTOR.

(3) TIME OF COMMENCEMENT AND COMPLETION

The anticipated date for allowing construction to start will be September 3rd, 2025. The CONTRACTOR shall have a substantial completion date of November 14th, 2025 for all work within the rights-of-way of Shores at Lakewood 2nd Addition and Oxbow Trail SE. All work in all areas shall be substantially and fully complete by May 15th, 2026. to the satisfaction of the ENGINEER and the CITY.

(4) CITY AUTHORITY AND RESPONSIBILITY

The City Engineer, other City staff and agents for the city shall at all times have access to the project site during construction of the public improvements. The City Engineer shall be the final arbiter when questions arise concerning interpretation and compliance with the plans, specifications, City design requirements and City ordinances. Failure of the developer, design engineer or contractor to comply with the directives of the City Engineer shall be sufficient grounds to issue a stop work order or require installed work to be removed and reconstructed.

(5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

The ENGINEER hired by the DEVELOPER is responsible for providing day to day monitoring and direction of the work. Daily logs shall be maintained and made available to the City. The ENGINEER is responsible to provide the CONTRACTOR in a timely manner with all needed information regarding grades and locations of work. Should a dispute arise between the CONTRACTOR and the ENGINEER over interpretation of the plans, the City Engineer shall be consulted and the City Engineer shall render a decision. Any deviation from the location of facilities shown on the plans must be approved in writing by the City Engineer before commencing with construction of the deviation. All deviations from the approved plans shall be documented with as-built drawings prepared by the ENGINEER. Approval by the CITY of the as-built drawings is a condition of project approval and acceptance by the CITY.

(6) PAYMENT.

The DEVELOPER shall provide A Certified Bank Verification of Credit Availability, to be provided prior to execution of this 3-Way Agreement, of sufficient & available amount of funds to cover the cost of improvements plus engineering services and other

incidental project costs incurred by the CITY. The Certified Bank Verification of Credit Availability expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement. The project cost is \$_____. Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

The DEVELOPER will be responsible to pay the CONTRACTOR for all of the Agreement work in accordance with the plans, specifications, and proposal prepared by the DEVELOPER'S representative and made a part of this Agreement. The ENGINEER shall measure the work completed and submit to the ENGINEER. The ENGINEER will submit approved progress payments to the DEVELOPER. The CITY shall have no obligations, liability or responsibility for any payment due to any party under this Agreement or otherwise arising from the work under this Agreement. In no event shall the CITY be responsible for any payments whatsoever, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

(7) CONTENTS OF CONTRACTOR'S CONTRACT.

All contracts made by the CONTRACTOR with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated _____, between the CITY, the DEVELOPER and the CONTRACTOR."

(8) OWNERSHIP OF WORK LINES.

All contract work, except utility stubouts, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the CITY upon the written final approval and acceptance of the work by the CITY. The placing and furnishing of all contract work by the DEVELOPER, its CONTRACTOR, its subcontractors, if any, and by an person, firm or corporation, as labor or material or otherwise, shall be under the provisions of this contract and with the express waiver of any right to claim against the CITY, or to make claims or lien against the contract work.

(9) WARRANTY.

The CONTRACTOR shall guarantee all work against faulty materials and workmanship for a period of one year from the date of final acceptance and the performance bond of the contract shall remain in full force and effect for that period.

(10) VERBAL AGREEMENTS.

No verbal agreements or conversation with any officer, agent, or employee of the CITY or ENGINEER before or after the execution of this contract shall affect or modify any of their terms or obligations contained in the documents comprising the contract.

(11) PROTECTION OF PUBLIC AND WORK.

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The CONTRACTOR shall also obtain and furnish general liability insurance to protect itself, the CITY, DEVELOPER, and ENGINEER with an insurer licensed to do business in North Dakota, in the sum of \$1,000,000 for one accident, against and from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any negligent act or fault of the DEVELOPER, its CONTRACTOR, or officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the CITY, DEVELOPER, and ENGINEER from any contingent liability under this contract. In no case shall the liability insurance be less than specified in the special provisions of the project manual.

(12) UTILITIES.

It shall be the responsibility of the CONTRACTOR to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The CONTRACTOR shall notify all utility companies at least 48 hours in advance excluding Saturdays, Sundays, holidays, and in accordance with N. D. Century Code Chapter 49-23 North Dakota One Call of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(13) CHANGE.

The Board of City Commissioners reserves the right to make any necessary changes in the alignment, grade, or design of the proposed work deemed by them advisable.

(14) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the CONTRACTOR and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the ENGINEER, and the CITY. The CONTRACTOR shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutter, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The CONTRACTOR shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the CONTRACTOR. The CONTRACTOR shall be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work to the satisfaction of and subject to the approval of the CITY.

(15) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

The CONTRACTOR shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount of not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

IN WITNESS WHEREOF, the parties have executed the following agreement.

CITY OF MANDAN

DEVELOPER

Jared Wigness
City Engineer

Firm Name

Authorized Representative (Name/Title)

James Froelich, President
Board of City Commissioners

Street Address

Attest:

City, State, Zip

Jim Neubauer
City Administrator

CONTRACTOR

Firm Name

Authorized Representative (Name/Title)

Street Address

City, State, Zip

PLEASE ATTACH BID HERE



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: To select an engineering firm to complete preliminary engineering for the Madan Proper NW area.

STATEMENT/PURPOSE:

Consider selecting an engineering firm to complete preliminary engineering services related to Mandan Proper NW.

BACKGROUND/ALTERNATIVES:

On August 19th, the Commission released a request for proposals (RFP) for the Mandan Proper NW project. The City received seven proposals from different engineering firms. A committee consisting of staff members from the following departments was created: Engineering, Public Works, Communications, and Finance. Each of these voting committee members ranked all proposals received based on the criteria outlined in the RFP. After consolidating the rankings, Moore Engineering was the highest-ranked consultant.

ATTACHMENTS:

1. Moore Engineering Proposal
2. Rating Sheet

FISCAL IMPACT:

There are no costs associated with this agenda item. A scope & fee will be negotiated with Moore Engineering and brought before the Board at a future meeting.

STAFF IMPACT:

Staff will spend time coordinating with Moore Engineering.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To select Moore Engineering as the engineering firm to complete preliminary engineering for Mandan Proper NW.

SUGGESTED MOTION:

I move to select Moore Engineering as the engineering firm to complete preliminary engineering for Mandan Proper NW.

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL	
Interstate	8.25	15.5	20.5	11.25	14	13.5	83	4
Moore	9	18	24	13.5	13.75	14.25	92.5	1.25
Brosz	7.25	15	21.25	13.5	13.25	12	82.25	5.75
Bolton & Menk	7.75	17.25	22.75	13.5	13.25	12.5	87	3.875
KLJ	7.25	17.75	23.25	11.75	13.5	13	86.5	3.5
Burian/Toman	7.25	15.5	20	12	14	10	78.75	5.75
ILSE	7.75	16.75	18.5	12.75	14.75	12.5	83	4.625
	/10	/20	/25	/15	/15	/15		/100

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL
Interstate	33	62	82	45	56	54	332
Moore	36	72	96	54	55	57	370
Brosz	29	60	85	54	53	48	329
Bolton & Menk	31	69	91	54	53	50	348
KLJ	29	71	93	47	54	52	346
Burian/Toman	29	62	80	48	56	40	315
ILSE	31	67	74	51	59	50	332
	/10	/20	/25	/15	/15	/15	/100

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM PERFORMANCE PROFESSIONAL FEE UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	7	17	23	12	14	14	87	2.5
Moore	8	18	24	12	13	14	89	1
Brosz	6	17	22	12	13	13	83	5
Olton & Mer	6	18	22	12	13	11	82	6
KLJ	8	18	23	11	13	14	87	2.5
urian/Toma	8	17	22	12	14	12	85	4
ILSE	5	17	20	10	14	10	76	7
	/10	/20	/25	/15	/15	/15	/100	

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM PERFORMANCE PROFESSIONAL FEE UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	10	12	15	5	12	14	68	6
moore	9	17	23	14	12	14	89	2
Brosz	7	11	17	14	12	10	71	8
Olton & Mer	9	18	24	14	12	13	90	1
KLJ	6	19	22	8	12	12	79	4
urian/Toma	7	15	15	8	12	5	62	7
ILSE	10	19	10	13	15	14	81	3
	/10	/20	/25	/15	/15	/15	/100	

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM PERFORMANCE PROFESSIONAL FEE UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	8	17	21	15	15	13	89	5
Moore	10	19	24	15	15	15	98	1
Brosz	9	18	24	15	15	13	94	3.5
Olton & Mer	9	19	23	15	15	14	95	2
KLJ	7	19	25	15	15	13	94	3.5
urian/Toma	7	15	20	15	15	11	83	7
ILSE	8	15	21	15	15	13	87	6
	/10	/20	/25	/15	/15	/15	/100	

CITY OF MANDAN
Mandan Proper NW

NAME OF FIRM PERFORMANCE PROFESSIONAL FEE UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	8	16	23	13	15	13	88	2.5
moore	9	18	25	13	15	14	94	1
Brosz	7	14	22	13	13	12	81	6.5
Olton & Mer	7	14	22	13	13	12	81	6.5
KLJ	8	15	23	13	14	13	86	4
urian/Toma	7	15	23	13	15	12	85	5
ILSE	8	16	23	13	15	13	88	2.5
	/10	/20	/25	/15	/15	/15	/100	



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: To select an engineering firm to complete engineering for the Master Lift Station interim improvements.

STATEMENT/PURPOSE:

To consider selecting an engineering firm to complete engineering services related to the Master Lift Station interim improvements.

BACKGROUND/ALTERNATIVES:

On August 19, the Commission released a request for proposals (RFP) for the Master Lift Station interim improvements. The City received four proposals from different engineering firms. A committee consisting of staff members from the following departments was created: Engineering, Public Works, Communications, and Finance. Each of these voting committee members ranked all proposals received based on the criteria outlined in the RFP. After consolidating the rankings, APEX Engineering was the highest-ranked consultant.

ATTACHMENTS:

1. Rating Sheet
2. Apex Proposal for Master LS and Force Main

FISCAL IMPACT:

There are no costs associated with this agenda item. A scope & fee will be negotiated with APEX Engineering and brought before the Board at a future meeting.

STAFF IMPACT:

Staff will spend time coordinating with APEX Engineering.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To select APEX Engineering as the engineering firm to complete engineering for Master Lift Station interim improvements.

SUGGESTED MOTION:

I move to select APEX Engineering as the consultant to complete engineering for Master Lift Station interim improvements.

CITY OF MANDAN
Master Lift Station Forcemain

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL	
Interstate	7.25	18.5	19.75	17	9.25	8.25	80	2.75
APEX	9	21.25	23.25	15	8.5	9.75	86.75	1.375
Barr	7.5	19	21	16.75	7	10.5	81.75	2.75
Burian/Burns	7	19	19.75	15.75	6.5	8.25	76.25	3.125
	/10	/23	/25	/20	/10	/12		/100

CITY OF MANDAN
Master Lift Station Forcemain

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL
Interstate	29	74	79	68	37	33	320
APEX	36	85	93	60	34	39	347
Barr	30	76	84	67	28	42	327
Burian/Burns	28	76	79	63	26	33	305
	/10	/23	/25	/20	/10	/12	/100

CITY OF MANDAN
Master Lift Station Forcemain

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL	
Interstate	5	17	15	15	10	9	71	3.5
APEX	10	23	25	15	10	12	95	1
Barr	7	15	16	15	6	12	71	3.5
Burian/Burns	7	18	17	15	6	9	72	2
	/10	/23	/25	/20	/10	/12	/100	

CITY OF MANDAN
Master Lift Station Foremain

NAME OF FIRM PERFORMANCE OF PROFESSIONAL ENGINEER UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	8	17	18	18	10	6	77	2.5
Apex	8	20	22	10	9	8	77	2.5
Barr	6	22	22	17	7	11	85	1
Curian/Burn	5	16	18	15	5	6	65	4

/10 /23 /25 /20 /10 /12 /100

CITY OF MANDAN
Master Lift Station Foremain

NAME OF FIRM PERFORMANCE OF PROFESSIONAL ENGINEER UNDER TIME AND BOND OF FIRMENCE ON SII TOTAL

Interstate	8	20	23	18	8	9	86	2.5
Apex	9	21	23	18	7	10	88	1
Barr	8	20	23	18	7	9	85	4
Curian/Burn	8	21	23	18	7	9	86	2.5

/10 /23 /25 /20 /10 /12 /100

CITY OF MANDAN
Master Lift Station Foremain

NAME OF FIRM PERFORMANCE OF PROFESSIONAL ENGINEER UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	8	20	23	17	9	9	86	2.5
APEX	9	21	23	17	8	9	87	1
Barr	9	19	23	17	8	10	86	2.5
Curian/Burn	8	21	21	15	8	9	82	4

/10 /23 /25 /20 /10 /12 /100



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: To select an engineering firm to complete preliminary engineering for the 2026 street rehabilitation - 3a area.

STATEMENT/PURPOSE:

To consider and possibly select an engineering firm to complete preliminary engineering services related to 2026 street rehabilitation - 3a area.

BACKGROUND/ALTERNATIVES:

On August 19, the Commission released a request for proposals (RFP) for the 2026 street rehabilitation - 3a area. The City received six proposals from different engineering firms. A committee consisting of staff members from the following departments was created: Engineering, Public Works, Communications, and Finance. Each of these voting committee members ranked all proposals received based on the criteria outlined in the RFP. After consolidating the rankings, Moore Engineering was the highest-ranked consultant.

ATTACHMENTS:

1. Moore Engineering Proposal
2. Rating Sheet

FISCAL IMPACT:

There are no costs associated with this agenda item. A scope & fee will be negotiated with Moore Engineering and brought before the Board at a future meeting.

STAFF IMPACT:

Staff will spend time coordinating with Moore Engineering.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To select Moore Engineering as the engineering firm to complete preliminary engineering for the 2026 street rehabilitation - 3a area.

SUGGESTED MOTION:

I move to select Moore Engineering as the consultant to complete preliminary engineering for the 2026 street rehabilitation project.

CITY OF MANDAN
Street Rehab 2026 - 3A

NAME OF FIRM	PAST PERFORMANCE	ABILITY OF PROFESSIONAL PERSONNEL	BASIC PROJECT UNDERSTANDING	WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS	LOCATION OF FIRM'S STAFF	RELATED EXPERIENCE ON SIMILAR PROJECTS	TOTAL	
Interstate	13.25	17.5	13.75	18	12.75	13.25	88.5	3.75
SEH	13	16.75	13.5	18.25	13	12	86.5	4.375
Burian/Toman	11.75	15.25	12.75	18.75	12.5	11.5	82.5	4.375
Moore	14	18.25	14.25	18.5	13.5	14.25	92.75	1.375
ILSE	14.25	18.25	10.75	18.75	14.25	13.5	89.75	3.125
KLU	13	17.75	14	16.75	13	13.25	87.75	4
	/15	/20	/15	/20	/15	/15		/100

CITY OF MANDAN
Street Rehab 2026 - 3A

NAME OF FIRM PERFORMANCE OF PROFESSIONAL FIRM UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	14	17	15	16	9	15	86	3
SEH.	14	17	13	18	13	12	87	2
urian/Toma	9	10	8	18	9	8	62	6
Moore	14	18	13	18	13	15	91	1
ILSE	15	17	5	17	15	14	83	4
KLJ	12	18	15	10	12	13	80	5

/15 /20 /15 /20 /15 /15 /100

CITY OF MANDAN
Street Rehab 2026 - 3A

NAME OF FIRM PERFORMANCE OF PROFESSIONAL FIRM UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	14	19	12	19	15	13	92	4
SEH	14	19	14	18	13	13	91	5.5
urian/Toma	14	19	15	20	14	13	95	1.5
Moore	14	19	15	19	14	14	95	1.5
ILSE	14	20	10	20	14	13	91	5.5
KLJ	14	19	13	20	14	14	94	3

/15 /20 /15 /20 /15 /15 /100

CITY OF MANDAN
Street Rehab 2026 - 3A

NAME OF FIRM PERFORMANCE OF PROFESSIONAL FIRM UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	14	18	15	19	14	13	93	3
SEH	14	17	15	19	14	13	92	4
urian/Toma	12	16	15	19	14	13	89	6
Moore	15	19	15	19	14	15	97	2
ILSE	15	19	15	20	15	14	98	1
KLJ	13	17	15	19	14	13	91	5

/15 /20 /15 /20 /15 /15 /100

CITY OF MANDAN
Street Rehab 2026 - 3A

NAME OF FIRM PERFORMANCE OF PROFESSIONAL FIRM UNDER TIME AND BOND OF FIRMENCE ON SITE TOTAL

Interstate	11	16	13	18	13	12	83	5
SEH	10	14	12	18	12	10	76	6
urian/Toma	12	16	13	18	13	12	84	4
Moore	13	17	14	18	13	13	88	1
ILSE	13	17	13	18	13	13	87	2
KLJ	13	17	13	18	12	13	86	3

/15 /20 /15 /20 /15 /15 /100



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider approving the resolutions necessary for Street Improvement District #240, Project #2025-09, Project Control Number (PCN) 1008

STATEMENT/PURPOSE:

To create and approve resolutions related to Street Improvement District (SID) District 240.

BACKGROUND/ALTERNATIVES:

The developer has petitioned the city to allow the special assessment of costs related to the construction of new streets to the benefiting properties for the development of the Shores at Lakewood Phase II. The Shores at Lakewood Phase II is located directly south of McKenzie Drive and east of the Heart River. This subdivision is a Planned Unit Development and a Development Agreement has been reached between the City and TRX Developers.

ATTACHMENTS:

1. Petition
2. Resolution Determining the Sufficiency of Petition
3. Resolution Creating SID 240
4. Resolution Approving the Engineering Report
5. Opinion of Probable Costs
6. Boundary Map
7. Feasibility Report

FISCAL IMPACT:

The estimated cost of the street improvements is \$2,525,725. This cost will be assessed to the benefiting properties.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve the resolutions creating Street Improvement District 240.

SUGGESTED MOTION:

I move to approve the resolutions creating Street Improvement District 240.

PETITION FOR PERMANENT STREET IMPROVEMENT

DATE: July 30th, 2025

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

The undersigned owners of property liable to be assessed for the improvement respectively petition your Honorable Board to have permanent street improvements by special assessment completed on:

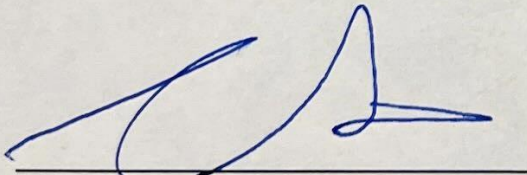
DESCRIPTION OF RIGHT OF WAY:

1. Clear Creek Loop SE – from the north line of Lot 35 Block 2 to the south line of Lot 36 Block 2 of Shores at Lakewood 2nd Addition and the north line of Lot 34 Block 2 to the west line of Lot 1 Block 2 of Shores at Lakewood 2nd Addition.
2. Clear Creek Lane – from the north line of Lot 1 Block 1 to the south line of Lot 63 Block 1 of Shores at Lakewood 2nd Addition.
3. Oxbow Trail SE – from approximately 100 feet west of the intersection of Clear Creek Lane SE and Oxbow Trail SE to the existing west pavement end of Oxbow Trail SE.

It is agreed that the necessary permanent street improvements be completed in conjunction with the installation of security fencing and street lighting, by the abutting property owner(s) through a street improvement district. It is agreed that the necessary permanent street improvements be completed following the installation of the storm sewer improvements, necessary water and sewer mains, and service line stubouts to the abutting property owner(s). 100% of the sub-grading prep, engineering, paving, lighting, sidewalks, and fencing cost of said permanent street improvements shall be assessed to, or by other funding arrangements made by the benefitted properties according to the Current Development Costs policy.

It is agreed that the sub-grade preparation, engineering, paving, curb/gutter, lighting, sidewalks, and fencing cost of Oxbow Trail SE shall be assessed to the entire master plan and the properties of all Shores at Lakewood phases.

SIGNATURES (Property Owner/s)



TRX Developers, LLC
Arthur Goldammer
3100 N 14th Street
Bismarck, ND 58503

PROPERTY DESCRIPTION

Shores at Lakewood 2nd Addition
Lots 1-63, Block 1
Lots 1-36, Block 2
Lots 1-3, Block 3

Lakewood 6th Addition
Lot 2, Block 3

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION,
WAIVER AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT
DISTRICT No. 240**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by TRX Developers, LLC, the owners of a majority of property area, for the improvement in and for Street Improvement District No. 240, Project No. 2025-09 ("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.
2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 16th day of September, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT No. 240**
Project No. 2025-09

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 240 (the “District”), (Project# 2025-09) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Clear Creek Lane SE, Clear Creek Loop SE, and Oxbow Trail SE, and includes street improvement facilities and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Shores at Lakewood 2nd Addition: Lots 1-63, Block 1, Lots 1-54, Block 2 & Lots 1-3, Block 3

Lakewood 6th Addition: Lot 2, Block 3

Shores at Lakewood 3rd and 4th Additions (for portions of Improvements on Oxbow Trail SE)

Tracts of land being part of Shores at Lakewood 2nd Addition of the City of Mandan, North Dakota. Also including Shores at Lakewood 3rd and 4th Additions to the City of Mandan.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: September 16th, 2025

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
STREET IMPROVEMENT IN DISTRICT No. 240**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 240 (Project # 2025-09), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs: \$2,104,771.00

a. Consulting Engineering and Oversight costs: \$210,477.00

b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor: \$210,477.00

c. Total estimated costs of the improvement: \$2,525,725.00

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

4. This resolution shall be in full force and effect from and after its passage.

Dated this 16th day of September, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

Shores at Lakewood Phase 2 Street Improvement District Plans

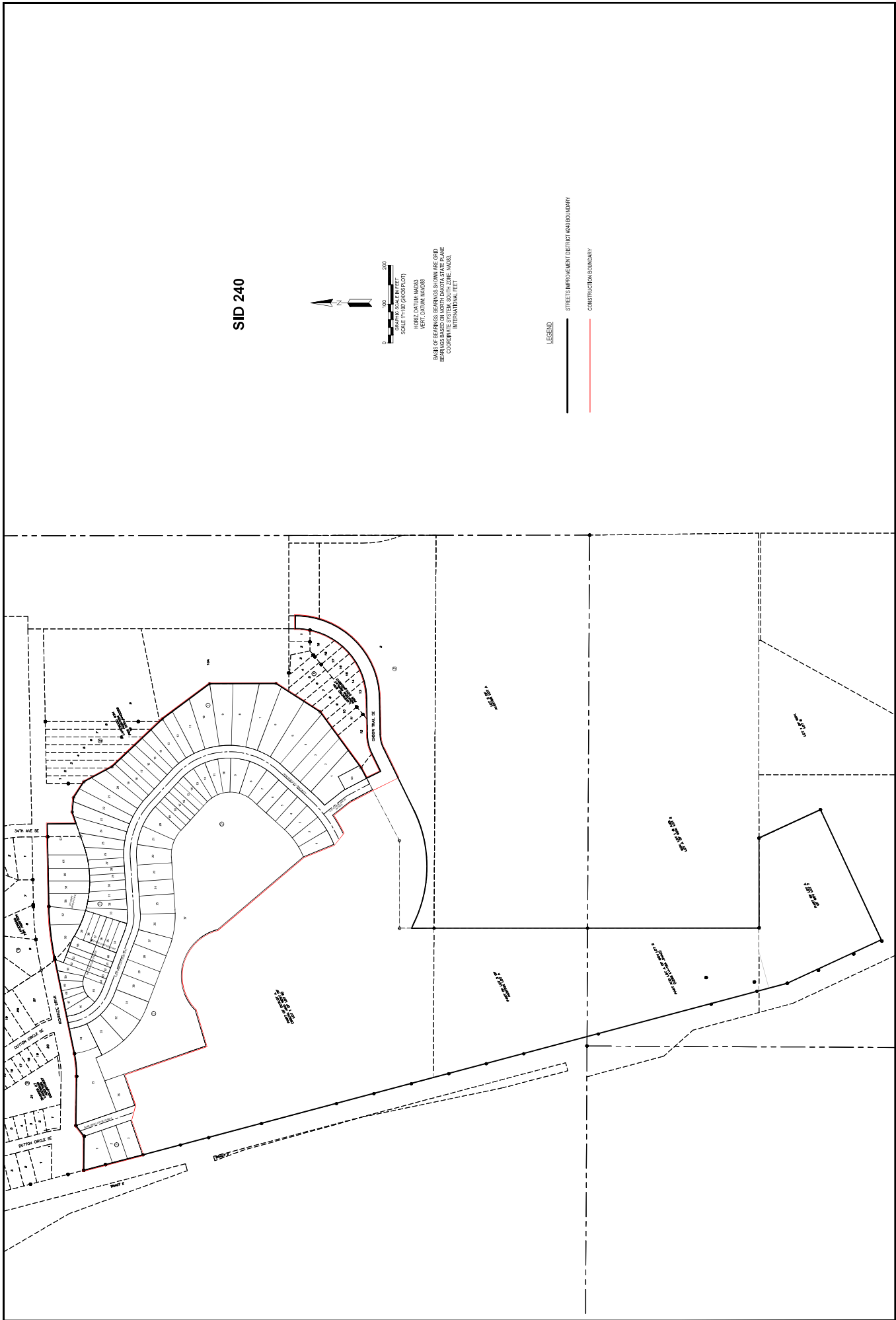
Spec	Code	Description	Unit	Quantity	Unit Price	Ext. Price
204	3.1A	SUBGRADE PREPARATION (12" DEEP)	SY	17,502	\$ 3.00	\$ 52,506.00
302	4.1	CLASS 5 AGGREGATE BASE	CY	3,350	\$ 65.00	\$ 217,750.00
401	6.20	AC SUPERPAVE FAA CLASS 43 (5", TWO LIFTS)	SY	17,502	\$ 42.00	\$ 735,084.00
402	4.2	BITUMIONOUS TACK COAT	GAL	1,750	\$ 3.00	\$ 5,250.00
403	4.1	BITUMINOUS SEAL COAT	GAL	7,002	\$ 5.00	\$ 35,010.00
601	4.1	4" CONCRETE SIDEWALK	SY	186	\$ 95.00	\$ 17,670.00
601	4.4	DETECTABLE WARNING PANELS	SF	48	\$ 90.00	\$ 4,320.00
603	5.3	STANDARD CURB AND GUTTER	LF	8,549	\$ 25.50	\$ 217,999.50
1001	4.1	TYPE B STREET LIGHT UNITS	EA	26	\$ 8,400.00	\$ 218,400.00
1001	4.11	TWO-INCH CONDUIT - PVC LAID IN TRENCH	LF	160	\$ 7.50	\$ 1,200.00
1001	4.12	TRENCHING - 27-INCH DEPTH	LF	4,345	\$ 5.10	\$ 22,159.50
1001	4.20	JUNCTION BOXES	EA	1	\$ 3,750.00	\$ 3,750.00
1001	4.21	2 NO. 4 CONDUCTORS	LF	4,811	\$ 5.85	\$ 28,144.35
1001	4.25	NO. 6 COPPER GROUND - TYPE T	LF	2,406	\$ 5.80	\$ 13,954.80
1001	3.4	STREET LIGHT FEED POINT	EA	1	\$ 10,200.00	\$ 10,200.00
1201	2.1	TOPSOIL	SY	6,057	\$ 3.75	\$ 22,713.75
1202	2.1	SEEDING (TYPE II)	SY	6,057	\$ 1.50	\$ 9,085.50
1204	2.1	MULCHING	SY	6,057	\$ 8.00	\$ 48,456.00
1206	4.1	ADJUST MANHOLE CASTING IN ASPHALT PAVEMENT	EA	32	\$ 1,200.00	\$ 38,400.00
1206	4.7	ADJUST MTYPE 72" INLET CASTING IN ASPHALT PAVEMENT	EA	18	\$ 935.00	\$ 16,830.00
1206	4.11	ADJUST VALVE BOX IN ASPHALT PAVEMENT	EA	14	\$ 545.00	\$ 7,630.00
1207	4.2	GEOSYNTHETIC SEPARATION FABRIC TYPE R1	SY	19,943	\$ 2.50	\$ 49,857.50
1208	5.1	6-FT PRIVACY FENCE	LF	3,245	\$ 100.00	\$ 324,500.00
1212	4L	ROAD CLOSED TYPE III BARRICADES	EA	6	\$ 500.00	\$ 3,000.00
1212	6.1	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	21	\$ 20.00	\$ 420.00
1212	6.2	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	24	\$ 20.00	\$ 480.00

SUBTOTAL \$ 2,104,771

10% CONTINGENCY \$ 210,477

10% DESIGN AND CONSTRUCTION ENGINEERING \$ 210,477

TOTAL \$ 2,525,725



**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT No. 240, PROJECT #2025-09**

1.) General Nature of Project

The District has been created to allow for street improvements on Clear Creek Loop SE, Clear Creek Lane SE, and Oxbow Trail SE. Installation of new street improvements and related facilities, will take place with this project..

2.) Location of Proposed Construction

The proposed construction will take place within Shores at Lakewood 2nd Addition (Phase 2) on streets Clear Creek Loop SE, Clear Creek Lane SE, and Oxbow Trail SE.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$2,104,771.00. Consulting Civil Engineering costs estimated at \$210,477.00. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$210,477.00. The total cost for the improvement is estimated at \$2,525,725.00

Dated this 16th day of September, 2025



Jarek Wigness, PE
City Engineer



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 10, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Bid Advertisement for SID 240

STATEMENT/PURPOSE:

To consider advertising for bids for Street Improvement District #240 (Shores at Lakewood Phase II)

BACKGROUND/ALTERNATIVES:

The Shores at Lakewood Phase II is located directly south of McKenzie Drive and east of the Heart River. This project would include sub-grade prep, paving, lighting, sidewalk, and fencing.

ATTACHMENTS:

1. ShoresLakewood2ndAdd_ResolutionApproving_PlansSpecs_Street Project_2025-09_20250909
2. ShoresLakewood2ndAdd_ResolutionDirect_BidAdvertise_SID-240_2025-09_20250827

FISCAL IMPACT:

The project is estimated to cost \$2,525,725. All of these costs would be specially assessed back to the petitioning properties.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve the resolutions directing advertisement and approving plans and specs for

bids of Street Improvement District 240.

SUGGESTED MOTION:

I move to approve the resolutions directing advertisement and approving plans and specs for bids of Street Improvement District 240.

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
STREET PROJECT (SID-240_2025-09)**
(Shores at Lakewood 2nd Addition)

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan,
North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project Street Improvement Project No. 2025-09 of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 16th day of September, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT 240 PROJECT 2025-09**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 240 (Project #2025-09) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on September 16th, 2025 and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids. Form of ad is attached.

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, October 21st, 2025, at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: September 16th, 2025



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 9, 2025
SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Amy Oster
PRESENTER: Amy Oster, Attorney
SUBJECT: Second and final consideration of Ordinance No. 1476

STATEMENT/PURPOSE:

Consider Second and Final Consideration of Ordinance No. 1476, which will amend and clarify the Mandan Code of Ordinances to reflect recent state law changes relating to traffic and vehicles.

BACKGROUND/ALTERNATIVES:

This ordinance amends and clarifies the Mandan Code of Ordinances to reflect recent state law changes relating to traffic and vehicles. A summary of the revisions follows:

1. Cities are no longer permitted to double the fines for speeding, and that provision has been removed.
2. Updates related to temporary registration permits.
3. A court may now grant a motion to amend a charge of driving under suspension to operating a vehicle without being licensed.
4. Drivers may now exit a rotatory traffic island (a round about) without first signaling their intention to exit.
5. A traffic offense was created relating to the owner of a motor vehicle when their vehicle is involved in a fleeing incident.
6. The permitted light transmittance requirement for vehicle windows changed from at least 50% of light pass through to 35% for side and rear windows.
7. The fine for careless driving increased to \$100. Careless driving is an infraction when it inflicts injury on a snow removal operator; on a first responder acting in an official

capacity; on an operator or occupant of an authorized emergency vehicle; or on an individual helping another individual on the side of the road, or when it causes damage in excess of \$4,000 to snow removal equipment or to an authorized emergency vehicle.

8. The interstate speed limit increased from 75 miles per hour to 80 miles per hour.

9. The fine for speeding in a construction zone increased from \$80 to \$150.

ATTACHMENTS:

1. Ordinance 1476 - 2025 Traffic and Vehicles Updates

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster has drafted the attached ordinance.

RECOMMENDATION:

I recommend to approve the second and final consideration of Ordinance No. 1476 as presented.

SUGGESTED MOTION:

I move to approve the second and final consideration of Ordinance No. 1476 as presented.

ORDINANCE NO. 1476

An Ordinance to Amend and Re-enact
Sections 24-1-2, 24-11-1, 24-11-2, 24-12-1, 24-14-14, 24-15-13, 24-16-1, and 24-16-2 of the
Mandan Code of Ordinances, and to Enact New Section 24-14-45 of the Mandan Code of
Ordinances, Relating to Traffic and Vehicles

Be it Ordained by the Board of City Commissioners as follows:

Sec. 24-1-2. – Penalties.

- (a) Any person violating any of the provisions of this chapter for which another criminal penalty is not provided specifically is guilty of an infraction. As used in this section, the term “another criminal penalty” includes provision for payment of a fixed fee for violating another section in this chapter, but does not include any other administrative sanction which may be imposed.
- (b) For all non-criminal traffic dispositions contained in Title 39 of the North Dakota Century Code, the fees shall be as set by N.D.C.C. Title 39, ~~plus an additional one hundred percent for a total of double the statutory fine for violations referenced in N.D.C.C. § 39-06.1-06,~~ except for violations referenced in article 7 of this chapter (Stopping, Standing, and Parking) and N.D.C.C. § 39-06.1-06(1) (nonmoving violations). For all non-criminal traffic dispositions not contained in Title 39 of the North Dakota Century Code, the fees are as set out in this chapter, or, if no fee is set out, fifty dollars.
- (c) The fine for violating article 7 of this chapter is \$15.00 unless another amount for a specific infraction is established by ordinance or resolution of the board of city commissioners. The fine for any loading zone or fire lane violation is \$50.00. The fine for parking within ten feet of a fire hydrant is \$20.00.

Sec. 24-11-1. – Violations of registration provisions.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-04-37.

39-04-37. Violations of registration provisions. It is unlawful for any person to commit any of the following acts:

1. To operate, or for the owner thereof knowingly to permit anyone to operate, upon a highway any vehicle the registration of which has been canceled or revoked, or for which

the registration fees required in this title have not been paid, or which does not have attached thereto and displayed thereon a number plate, plates, temporary registration permit, or validation tabs assigned thereto by the director for the current registration period, subject to the exemptions allowed in this title.

2. To display or cause or permit to be displayed, or to have in possession, any registration card, registration number plate, temporary registration permit, or validation tabs knowing the same to be fictitious or to have been canceled, revoked, suspended, or altered.
3. To lend any registration number plate, registration card, temporary registration permit, or validation tabs to any person not entitled thereto, or knowingly permit the use of any registration number plate or registration card by any person not entitled thereto.
4. To fail or refuse to surrender to the department, upon demand, any registration card, registration number plate, temporary registration permit, or validation tab which has been suspended, canceled, or revoked as is provided in this chapter.
5. To use a false or fictitious name or address in any application for the registration of any vehicle, or for any renewal or duplicate thereof, or knowingly to make a false statement or knowingly to conceal a material fact or otherwise to commit a fraud in any application.
6. To operate, or for the owner thereof knowingly to permit anyone to operate a motor vehicle on a highway if the owner is employed in this state on a temporary or full-time basis, is a resident of the state, and does not have a temporary registration permit when required under subsection 1 of section 39-04-18.2. As used in this subsection, the term “resident” means a resident as defined under subdivision e of subsection 2 of section 39-04-18.

Sec. 24-11-2. - Penalty for driving while license suspended or revoked.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-06-42. As authorized by subsection 5 of N.D.C.C. § 39-06-42, the Municipal Judge for the City of Mandan may order destruction of vehicle number plates by members of the Mandan Police Department.

39-06-42. Penalty for driving while license suspended or revoked—Impoundment of vehicle number plates—Authority of cities.

1. Except as provided in section 39-06.1-11, an individual who operates a motor vehicle on a highway or on public or private areas to which the public has a right of access for vehicular use in this state while an individual’s operator’s license is suspended or revoked in any jurisdiction is guilty of a class B misdemeanor for the first, second, or third offense within a five-year period. Any subsequent offense within the same five-year period is a class A misdemeanor.
2. If the suspension or revocation was imposed for violation of section 39-08-01 or equivalent ordinance or was governed by section 39-06-31 or chapter 39-20, the sentence must be at

least four consecutive days' imprisonment and a fine as the court deems proper. The execution of sentence may not be suspended or the imposition of sentence deferred under subsection 3 or 4 of section 12.1-32-02. Forfeiture of bail is not permitted in lieu of the defendant's personal appearance in open court for arraignment on a charge under this subsection.

3. A court may dismiss a charge under this section upon motion by the defendant if the defendant's operator's license is reinstated within sixty days of the date of the offense and the defendant provides to the court satisfactory evidence of the reinstatement. Alternatively, upon motion, a court may grant a motion to amend a charge under this section to a violation of section 39-06-01.
4. In addition to any other punishment imposed, the court may order the number plates of the motor vehicle owned and operated by the offender at the time of the offense to be destroyed by the sheriff. If a period of suspension has been extended under subsection 6 of section 39-06-17, the court may order the number plates to be destroyed under this subsection. The offender shall deliver the number plates to the court without delay at a time certain as ordered by the court following the conviction. The court shall deliver the number plates to the sheriff and notify the department of the order. An offender who does not provide the number plates to the court at the appropriate time is subject to revocation of probation.
5. A city may authorize, by ordinance, its municipal judge to order destruction of motor vehicle number plates by the office of the police officer that made the arrest in the manner provided in subsection 4.

Sec. 24-12-1. – Display of number plates and tab – Temporary registration.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-04-11.

39-04-11. Display of number plates and tabs. Unless otherwise provided by law, an individual may not operate a vehicle on a public highway of this state unless the vehicle has a distinctive number assigned to the vehicle by the department, and two number plates, bearing the distinctive number conspicuously displayed, horizontally and in an upright position, one on the front and one on the rear of the vehicle, each securely fastened, except number plates assigned to a housetrailer must be attached to the rear of the housetrailer. An individual may operate a motor vehicle on a public highway of this state with a valid temporary registration permit. A temporary registration permit obtained from the department of transportation or a licensed motor vehicle dealer must be displayed on the rear window, the rearmost driver's side window, or in the location of the rear license plate. The temporary registration permit must be clearly visible and free of any obstructions. Number plates assigned to a motorcycle or trailer must be attached to the rear of the motorcycle or trailer and may be displayed vertically. When only one number plate is furnished for an apportioned vehicle registered under the international registration plan as authorized in section

39-19-04, truck tractor, or semitrailer, the plate must be attached to the front of the apportioned vehicle or truck tractor and the rear of the semitrailer. The bottom of each number plate must be at a height of not less than twelve inches [30.48 centimeters] above the level surface upon which the vehicle stands. Each plate must be mounted in a visible manner that clearly displays the distinctive number assigned to the vehicle and the name of the state on the plate. As far as is reasonably possible, the plates must at all times be kept free and clear of mud, ice, or snow so as to be clearly visible and all number plates, markers, or evidence of registration or licensing except for the current year must be removed from the vehicle. All vehicle license plates issued by the department are the property of the department for the period for which the plates are valid. An annual registration tab or sticker for the current registration year must be displayed on each number plate, in the area designated by the department for the tab or sticker, in those years for which tabs or stickers are issued in lieu of number plates.

Sec. 24-14-14. – One-way roadways and rotary traffic islands.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-10-16.

39-10-16. One-way roadways and rotary traffic islands.

1. The director and local authorities with respect to highways under their respective jurisdictions may designate any highway, roadway, part of a roadway, or specific lanes upon which vehicular traffic shall proceed in one direction at all or such times as shall be indicated by official traffic-control devices.
2. Upon a roadway so designated for one-way traffic, a vehicle shall be driven only in the direction designated at all or at such times as shall be indicated by official traffic-control devices.
3. A vehicle passing around a rotary traffic island must be driven only to the right of such island.
4. After a vehicle enters a rotary traffic island, the vehicle may ~~not~~ exit from any position within the rotary traffic island without ~~first~~ giving a signal of intention to exit the rotary traffic island.

Sec. 24-14-45. Motor vehicle owner's responsibility regarding a driver who flees a peace officer - Exceptions.

1. The owner of a motor vehicle involved in a violation of section 39-10-71 is presumed to have violated this section.
2. A peace officer may proceed in accordance with this section instead of pursuing the driver of a motor vehicle who flees or attempts to elude the peace officer after being given a

visual or audible signal to bring the vehicle to a stop in violation of section 39-10-71.

- a. A peace officer may investigate the violation and prepare a traffic citation under this section.
 - b. A peace officer may issue a traffic citation under this section in accordance with the North Dakota Rules of Civil Procedure to the motor vehicle owner within ninety-six hours after observing the violation.
3. A motor vehicle owner may not be found to have violated this section if:
 - a. The driver operating the motor vehicle at the time of the violation of section 39-10-71 has been charged with a violation of section 39-10-71.
 - b. The motor vehicle was reported stolen before the violation occurred or within a reasonable time after the violation occurred.
 - c. The motor vehicle owner assists or cooperates with a peace officer to demonstrate the owner was not the one who operated the motor vehicle at the time and place of the violation of section 39-10-71.
 - d. The motor vehicle owner provides information that demonstrates the owner was not the driver of the motor vehicle at the time of the offense.
4. A motor vehicle owner may not be found to have violated this section, and the lessee is presumed to have violated this section, if the motor vehicle owner is a lessor of vehicles and at the time of the violation of section 39-10-71 the motor vehicle was in the possession of a lessee, and the lessor provides a peace officer with the motor vehicle's registration number and the name, address, and operator's license number of the individual renting or leasing the motor vehicle.
5. An individual may not be charged both with violating this section and section 39-10-71 for acts arising out of the same incident or occurrence.
6. This section may not apply to a motor vehicle rental company that rents motor vehicles to customers for a period of ninety days or less.

Sec. 24-15-13. – Windshield—Must be unobstructed and equipped with wipers—Tinted windows.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-39.

39-21-39. Windshield—Must be unobstructed and equipped with wipers—Tinted windows.

1. A motor vehicle must be equipped with a windshield. An individual may not drive any motor vehicle with any sign, poster, or other nontransparent material upon the front windshield, side wings, or side or rear windows which obstructs the driver's clear view of the highway or any intersecting highway.

2. The windshield on a motor vehicle must be equipped with a device for cleaning rain, snow, or other moisture from the windshield, which must be constructed as to be controlled or operated by the driver of the vehicle.
3. The windshield wiper upon a motor vehicle must be maintained in good working order.
4. An individual may not operate a motor vehicle with any object, material, or tinting displayed, affixed, or applied on the front windshield or any window unless the object, material, or tinting in conjunction with the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least seventy percent or the object, material, or tinting in conjunction with a window other than the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least ~~fifty~~thirty-five percent. This subsection does not apply to windows behind the operator if the motor vehicle is equipped with outside mirrors on both sides that meet the requirements of section 39-21-38.
5. Subsection 4 does not apply to nonreflective sunscreening or window tinting material above the AS-1 line or within the top five inches [12.7 centimeters] of the windshield.

Sec. 24-16-1. – Basic rule.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-09-01.

39-09-01. Basic rule. ~~No person~~

1. An individual may not drive a vehicle at a speed greater than is reasonable and prudent under the conditions and ~~having shall drive with~~ regard to ~~the existing~~ actual and potential hazards ~~then existing. Consistent with the foregoing, every person~~ An individual shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians, ~~or other traffic, or by reason of~~ weather, ~~or~~ highway conditions. ~~Any person~~ An individual who drives a vehicle upon a highway or private or public property open to the public for the operation of motor vehicles ~~without heed to~~ in violation of the requirements or restrictions of this section ~~has committed~~ is guilty of careless driving and must be assessed a fee of ~~sixty~~ one hundred dollars.
2. An individual is guilty of an infraction if the individual violates subsection 1 of this section and:
 - a. ~~Any person who, by reason of careless driving as herein defined, c~~ Causes and inflicts injury upon the person of an operator of snow removal equipment engaged in snow removal operations; ~~or~~

- b. Causes and inflicts injury upon the person of:
 - (1) A first responder acting within their official capacity and displaying a visible flashing, revolving, or rotating blue, white, or red light, or hazard warning signal, while stationary on the side of a roadway;
 - (2) The operator or occupant of an authorized emergency vehicle acting within their official capacity and displaying a visible flashing, revolving, or rotating blue, white, or red light, or hazard warning signal, while stationary on the side of a roadway; or
 - (3) An individual assisting another individual displaying a visible hazard warning light while stationary on the side of a roadway;
- c. Causes damage in excess of ~~one~~ four thousand dollars to snow removal equipment engaged in snow removal; or
- d. Causes damage in excess of four thousand dollars to an authorized emergency vehicle.
- 3. ~~is guilty of an infraction.~~ As used in this section, “snow removal equipment” means a vehicle that is operated by ~~a person~~ an individual employed by or on behalf of an authority in charge of the maintenance of the roadway or highway to perform winter maintenance snow and ice removal, including plowing, hauling away, salting, and sanding.

Sec. 24-16-2. – Speed limitation.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-09-02.

39-09-02. Speed limitations.

1. Subject to the provisions of section 39-09-01 and except in those instances when a lower speed is specified in this chapter, it presumably is lawful for the driver of a vehicle to drive the same at a speed not exceeding:
 - a. Twenty miles [32.19 kilometers] an hour when approaching within fifty feet [15.24 meters] of a grade crossing of any steam, electric, or street railway when the driver’s view is obstructed. A driver’s view is deemed to be obstructed when at any time during the last two hundred feet [60.96 meters] of the driver’s approach to such crossing, the driver does not have a clear and uninterrupted view of such railway crossing and of any traffic on such railway for a distance of four hundred feet [121.92 meters] in each direction from such crossing.

- b. Twenty miles [32.19 kilometers] an hour when passing a school during school recess or while children are going to or leaving school during opening or closing hours, unless a lower speed is designated or posted by local authorities.
 - c. Twenty miles [32.19 kilometers] an hour when approaching within fifty feet [15.24 meters] and in traversing an intersection of highways when the driver's view is obstructed. A driver's view is deemed to be obstructed when at any time during the last fifty feet [15.24 meters] of the driver's approach to such intersection, the driver does not have a clear and uninterrupted view of such intersection and of the traffic upon all of the highways entering such intersection for a distance of two hundred feet [60.96 meters] from such intersection.
 - d. Twenty miles [32.19 kilometers] an hour when the driver's view of the highway ahead is obstructed within a distance of one hundred feet [30.48 meters].
 - e. Twenty-five miles [40.23 kilometers] an hour on any highway in a business district or in a residence district or in a public park, unless a different speed is designated and posted by local authorities.
 - f. Fifty-five miles [88.51 kilometers] an hour on gravel, dirt, or loose surface highways, and on paved two-lane county and township highways if there is no speed limit posted, unless otherwise permitted, restricted, or required by conditions.
 - g. Sixty-five miles [104.61 kilometers] an hour on paved two-lane highways if posted for that speed, unless otherwise permitted, restricted, or required by conditions.
 - h. Seventy miles [112.65 kilometers] an hour on paved and divided multilane highways, unless otherwise permitted, restricted, or required by conditions.
 - i. ~~Seventy-five~~Eighty miles [~~120~~128.70-75 kilometers] an hour on access-controlled, paved and divided, multilane interstate highways, unless otherwise permitted, restricted, or required by conditions.
2. *Speed in Construction Zone.* The city engineer may designate and post special areas of streets and highways where lower speed limits apply. If there is a violation of a construction zone speed limit, where within that zone individuals engaged in construction were present at the time of the violation, then the fees required for a noncriminal disposition are ~~eighty-one hundred fifty~~ dollars for one through ten miles per hour over the posted speed limit, and ~~eighty-one hundred fifty~~ dollars, plus two dollars for each additional mile per hour over ten miles per hour over the posted speed limit. The construction zone speed limit posted sign must state "Minimum Fee \$~~80-150~~ When Workers Present."
3. Except as provided by law, it is unlawful for any person to drive a vehicle upon a highway at a speed that is unsafe or at a speed exceeding the speed limit prescribed by law or established pursuant to law.

4. In charging a violation of the provisions of this section, the complaint must specify the speed at which the defendant is alleged to have driven and the speed which this section prescribes is prima facie lawful at the time and place of the alleged offense.

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: September 2, 2025

Second Consideration and Final Passage: September 16, 2025

Publication: _____



City Commission

Agenda Documentation

MEETING DATE: September 16, 2025
PREPARATION DATE: September 11, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider the Introduction and First Consideration of Ordinance No. 1477, Relating to Retirement Plan Eligibility

STATEMENT/PURPOSE:

To approve the introduction and first consideration of an Ordinance to Amend and Re-enact Section 20-8-1 of the Mandan Code of Ordinances, Relating to Retirement Plan Eligibility.

BACKGROUND/ALTERNATIVES:

The consent agenda for this meeting includes proposed plan amendments to the City and Park District's shared retirement plan through Trustage, including a reduction of the minimum eligibility age from 19 to 18 years old. Contingent upon approval of the consent agenda request for retirement plan amendments, the City ordinance must be revised to reflect the new eligibility age.

The proposed revision below ensures consistency between the ordinance and the retirement plan documents:

Sec. 20-8-1. – Participation and eligibility.

b) Eligible employee. All benefit-eligible employees of the City of Mandan, Morton Mandan Public Library, Mandan Park District and Mandan Airport Authority, who are ~~19~~ **18** years of age or older and who have completed one hour of service are eligible to participate in the plan at their discretion.

ATTACHMENTS:

1. Ordinance 1477 - Retirement Eligibility(30083352.1)

FISCAL IMPACT:

N/A

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Attorney Oster has drafted the attached ordinance.

RECOMMENDATION:

I recommend to approve the introduction and first consideration of Ordinance No. 1477 as presented.

SUGGESTED MOTION:

I move to approve the introduction and first consideration of Ordinance No. 1477, as presented.

ORDINANCE NO. 1477

An Ordinance to Amend and Re-enact
Section 20-8-1 of the Mandan Code of Ordinances, Relating to Retirement Plan Eligibility

Be it Ordained by the Board of City Commissioners as follows:

Sec. 20-8-1. – Participation and eligibility.

- (a) *Participation.* On October 9, 1977, by resolution of the board of city commissioners, the city established a retirement plan for the employees of the city. This plan was amended effective January 1, 1989 in order to comply with TRA-86 IRS requirements. All full-time employees with six months' service to the city, as of the date of the adoption of the city employee retirement plan, became participants in the plan. All employees who meet the plan's eligibility requirements may participate in the city employee retirement plan.
- (b) *Eligible employee.* All benefit-eligible employees of the City of Mandan, Morton Mandan Public Library, Mandan Park District and Mandan Airport Authority, who are ~~19~~18 years of age or older and who have completed one hour of service are eligible to participate in the plan at their discretion.
- (c) Employees participating in the city employee retirement plan shall follow the plan requirements and criteria as identified in the respective plan documents.
- (d) Sworn police officers hired after July 1, 2016, and career firefighters hired after July 1, 2018, are enrolled in the North Dakota Public Employee Retirement System (NDPERS) and follow the NDPERS Public Safety Plan requirements and criteria. These employees are not eligible to participate in the city employee retirement plan.
 - (1) Sworn police officers hired before July 1, 2016, and career firefighters hired before July 1, 2018, had a one-time election upon the initial offering of the NDPERS Public Safety Plan to either stay in the city employee retirement plan or participate in the NDPERS Public Safety Plan. Participation in both plans is not permitted. After the initial offering period, the employee's election may not be changed.

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: September 16, 2025

Second Consideration and Final Passage: _____