



**AGENDA
CITY COMMISSION
OCTOBER 7, 2025
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before Noon on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Fire Department Rescue Boat Appreciation
2. Fire Prevention Open House
3. Musicians Inducted into North Dakota Music Hall of Fame
4. K-9 Kupper Retirement
5. Business Pitch Challenge
6. Construction Update
7. Mandan Art Alley Unveiling and Ribbon Cutting
8. Extra Mile Day

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 following Mandan Board of City Commissioners Meeting Minutes:
 - a. Consider Approval of the September 16, 2025 Board of City Commission Meeting Minutes
 - b. Consider Approval of the September 29, 2025 Board of City Commission Special Meeting Minutes

G. PUBLIC HEARING

1. ~~Consider an amendment to a Special Use Permit for Lot 1, Block 1, Bridgeview Bay Addition~~

H. BIDS

I. CONSENT AGENDA

1. Consider approval of a 3% budget increase to the Youthworks grant agreement
2. Consider approval of the 2026 Vision Zero Law Enforcement Traffic Grant award
3. Uniform Grant Guidance Policy for Federal Revenue Sources
4. Consider Cost Participation and Maintenance Agreement for 1806 Mill & Overlay Project
5. Consider Abatements:
 - a. 2023-2025 Abatements for Mor-Gran-Sou
6. Consider extension of the recycling contract with Waste Management
7. Consider approval of the raffle permit for the North Dakota Bowling Proprietors

Association

8. Consider approval of the raffle permit for The Optimist Club
9. Consider approving recommended Dental and Vision insurance carrier changes for plan year 2026
10. Consider Final Plat for Kahl Irey Addition
11. Consider Engineering Task Order #23590 Amendment #3 for SID 235
12. Consider Budget Amendment to the Police Department to accept a donation from the Mandan Eagles
13. Consider accepting the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) Grant
14. Assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025
15. National Opioid Settlements
16. *Finance/HR/IT Office Remodel*

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider the appointment of Commissioner Ryan Heinsohn as Vice President of the Board of City Commissioners
2. Long-Term Financial Plan Adoption
3. Consider entering into an Engineering Service Agreement with Apex Engineering for services related to the Master Lift Station Interim Improvement Project
4. Consider entering into an Engineering Service Agreement with Moore Engineering for services related to Mandan Proper NW and Street Rehabilitation 2026 - 3A
5. Consideration of request for proposals for architectural services for Fire Station No. 3
6. Consider allowing HDR to perform a second opinion on the Waste Water Treatment Plant Masterplan

L. RESOLUTIONS AND ORDINANCES

1. Consider the second and final consideration of Ordinance No. 1473 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

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - October 21, 2025 at 5:30 p.m.
 - November 4, 2025 at 5:30 p.m.
 - November 18, 2025 at 5:30 p.m.

O. ADJOURN



PROCLAMATION

“Extra Mile Day”

November 1, 2025

WHEREAS Mandan, North Dakota is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS Mandan, North Dakota is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS Mandan, North Dakota is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS Mandan, North Dakota acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

NOW THEREFORE, I, Mayor of Mandan, North Dakota do hereby proclaim November 1, 2025, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

James Froelich,
President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

The Mandan City Commission met in regular session at 5:30 PM on September 16, 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, Contracted Planner Laqua, CIS Manager Mischel, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Quarterly Employee Anniversary Recognition.* HR Director Berger presented.
2. *New Employee Introductions.*
 - a. *Police Department New Employee Introductions.* Police Chief Ziegler presented.
 - b. *Public Works Jace Rebel.* Public Works Director O'Keefe presented.
3. *Construction Update.* City Engineer Wigness presented.
4. *Water Main Breaks.* Public Works Director O'Keefe presented.
5. *Please remove campers/trailers from streets.* Police Chief Ziegler presented.
6. *Art Alley Update.* City Administrator Neubauer 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 Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. MINUTES

1. *Consider approval of the September 2, 2025 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

1. *Public hearing scheduled at 6 p.m. for Ordinance No. 1473 (2026 Budget).* Finance Director Welch presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. One comment was received. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve to close the public hearing for Ordinance No. 1473 (2026 Budget). Roll Call vote: Aye 5, Nay 0.

The motion passed.

2. *Consider a preliminary plat for Evergreen Heights Fifth Addition.* City Building Official Singer presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. Ben Kappel of EXP Realty came forward. Trisha Dietz of Realty ONE Group Encore came forward. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Sjoberg moved and Commissioner Heinsohn seconded 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. Roll Call vote: Aye 5, Nay 0. The motion passed.

H. BIDS

1. *Consider bids for Shores at Lakewood Phase 2 Storm Sewer Improvements.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. CONSENT AGENDA Commissioner Heinsohn requested to remove item number 10. Commissioner Braun moved and Commissioner Sjoberg seconded to approve consent agenda items 1-9 and 11 as presented. Roll Call Vote: Aye 5, Nay 0. The motion passed.

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.* Police Chief Ziegler presented. Commissioner Heinsohn moved to approve consent agenda item 10 and Commissioner Braun seconded. Roll Call Vote: Aye 5, Nay 0. The motion passed.

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.* City Engineer Wigness presented.
- Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the special assessments

for Street Improvement Districts #231 & #235, Trails Improvement District #1 & #2, and Water Sewer District 64. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider Class A Liquor License transfer from Lonesome Dove Bar to Missouri Riverboat, Inc..* City Administrator Neubauer presented. Commissioner Sjoberg moved and Commissioner Rohr seconded 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. Roll Call vote: Aye 5, Nay 0. The motion passed.

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.* City Engineer Wigness presented. Commissioner Braun moved and Commissioner Heinsohn seconded to enter into the 3-way agreement, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider selecting engineering firms for the following projects:.*

a. *Mandan Proper NW.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to select Moore Engineering as the engineering firm to complete preliminary engineering for Mandan Proper NW. Roll Call vote: Aye 5, Nay 0. The motion passed.

b. *Master Lift Station Interim Improvements.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Heinsohn moved and Commissioner Braun seconded to select APEX Engineering as the consultant to complete engineering for Master Lift Station interim improvements. Roll Call vote: Aye 5, Nay 0. The motion passed.

c. *Street Rehabilitation 2026 - 3A.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Braun moved and Commissioner Sjoberg seconded to select Moore Engineering as the consultant to complete preliminary engineering for the 2026 street rehabilitation project. Roll Call vote: Aye 5, Nay 0. The motion passed.

5. *Consider petition of Street Improvement District for Shores at Lakewood Phase II.* City Engineer Wigness presented. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the resolutions creating Street Improvement District 240. Roll Call vote: Aye 5, Nay 0. The motion passed.

6. *Consider bid advertisement for Street Improvement District (SID) 240 .* City Engineer Wigness presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the resolutions directing advertisement and approving plans and specs for bids of Street Improvement District 240. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Second and final consideration of Ordinance No. 1476, relating to traffic and vehicles.* City Attorney Oster presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Introduction and first consideration of Ordinance No. 1477, Relating to Retirement Plan Eligibility.* HR Director Berger presented. Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

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.*

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- O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:45 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in special session at 10:00 AM on September 29, 2025 in the Dykshoorn Conference 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 Craig Sjoberg, Ryan Heinsohn, Mayor Froelich. Department heads present were City Administrator Neubauer, Human Resource Director Berger, Communications Specialist Schmidt, and Administrative Assistant Newman.

B. THE PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 2, Nay 0 None, Absent Commissioner Rohr, Commissioner Braun. The motion passed.

D. CONSENT AGENDA Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 2, Nay 0 None, Absent Commissioner Rohr, Commissioner Braun. The motion passed.

1. *Consider a ~~raffle permit~~ gaming site authorization for Mystic Athletic Club at Dale Pahlke Rodeo Arena on Oct. 3 & 4.*

E. RESOLUTIONS AND ORDINANCES

1. *Second and final consideration of Ordinance No. 1477, Relating to Retirement Plan Eligibility.* Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 2, Nay 0 None, Absent Commissioner Rohr, Commissioner Braun. The motion passed.

F. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, Oct. 7, 2025 at 5:30 p.m.*
- *Tuesday, Oct. 21, 2025 at 5:30 p.m.*
- *Tuesday, Nov. 4, 2025 at 5:30 p.m.*

G. ADJOURN There being no other business to come before the Board, the meeting adjourned at 10:03 AM.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 29, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Hold public hearing on an amendment to the Special Use Permit for Lot 1, Block 1, Bridgeview Bay Addition.

STATEMENT/PURPOSE:

Hold public hearing on an application for amendment of a special use permit for shop condos on Lot 1, Block 1, Bridgeview Bay Addition. The amended special use permit seeks to update the approved site, building and landscape plan originally approved via Special Use Permit on September 17, 2024.

BACKGROUND/ALTERNATIVES:

This item involves a request for an amendment of a special use permit. The requested amendment was denied by the Planning and Zoning Commission at its September 22, 2025 meeting. The applicant has not appealed the decision of the Planning and Zoning Commission or otherwise requested a hearing before the City Commission. Additionally, under the Mandan Code of Ordinances, any denial of a Special Use Permit by the Planning and Zoning Commission is final. Therefore, because the hearing has already been noticed, staff recommends holding the public hearing, but requests no action from the Commission following the hearing (as the Planning and Zoning Commission decision is final).

This item does not affect the terms of the original Special Use Permit, which was approved by the City Commission on September 17, 2024.

The relevant Code provisions related to Special Use Permits are below:

Section 105-1-13(d)(4) and (5):

(4) *Planning and zoning public hearing required.* The planning and zoning commission shall hold a public hearing to review the application for a special use permit. The planning and zoning commission may recommend approval, recommend approval with

Subject: ~~Consider an amendment to a Special Use Permit for Lot 1, Block 1, Bridgeview Bay Addition~~

Page 2 of 3

conditions, deny, or table the public hearing to a future date. A recommendation to approve or approve with conditions shall include or reference findings of fact related to the application and forwarded to the board of city commissioners. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the city. A decision to table the application to a future date shall be limited to no longer than 60 days. A decision to deny is final.

(5) City commission ratification of approval required. If the planning and zoning commission recommends to approve or approve with conditions and no appeal is filed as provided in this section, the action by the board of city commissioners may be by consent. The board of city commissioners may approve, approve with conditions, deny, or table the item to a future date. Conditions of approval shall be related and roughly proportional to mitigate negative externalities affecting nearby property owners and the general public and to fulfill the intent of the adopted plans of the city. A motion to table the item to a future date shall be limited to no longer than 60 days. A decision to deny is final.

ATTACHMENTS:

1. Application
2. Additional Submittal
3. Letter Oster to Vogel 08-05-25 re response
4. Proposed Site Plan
5. Location Map
6. DRAFT Special Use Permit - Missouri Landing Shop Condos
7. SUP September 17 2024
8. Neighbor Ramona Furlong Letter

FISCAL IMPACT:

N/A

STAFF IMPACT:

Significant staff time has gone into the review of this project.

LEGAL REVIEW:

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

RECOMMENDATION:

No action on this item is requested, other than holding the public hearing (as it has

City Commission

Agenda Documentation

October 7, 2025

Subject: ~~Consider an amendment to a Special Use Permit for Lot 1, Block 1, Bridgeview Bay Addition~~

Page 3 of 3

already been noticed).

SUGGESTED MOTION:

No motion is suggested or required.

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)	

Engineer/Surveyor			Property Owner or Applicant		
Name Toman Engineering Co			Name Monte Gawryluk		
Address 501 1st St NW			Address 4016 Bayport PL SE		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email andram@tomanengineering.com			email		
Phone 701-663-6483		Fax	Phone 701-590-2079		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	CB	CB	Missouri Landing Addition
Property Address 2600 Marina Road SE				Legal Description Lot 1 and Lot "A" of Lot 2		
Current Use				Block 1, Bridgeway Bay Addition		
Proposed Use Commercial Flex Space				Section 6 Township 138 Range 80		
Parcel Size 2.17 ac	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	

Print Name Monte Gawryluk	Signature Monte Gawryluk	Date 8/22/25
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Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$ 450	Date 8-22-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
☐ Approved	Approved with conditions:		
☐ Denied			

Additional Submittals

Conditional-Special Use Permit

A special or conditional use permit application shall include the following additional submittals:

1. An answer with explanation for each of the following questions (please answer the below questions as completely as possible. Incomplete applications will not be accepted and may cause a delay in the application process):

- a. Will the proposed use be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the neighborhood?

Yes we have designed the buildings to enhance the area.

- b. Will the proposed use involve activities, processes, materials, equipment, or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare, or odors?

No

- c. Will the hours of operation of the proposed use be different than the adjacent uses?

No

- d. Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?

No

- e. Will the site of the proposed use have sufficient area to provide the parking required for the use?

Yes parking is sufficient

- f. Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district?

No we plan to adhere to existing requirements

The zoning map may be used to view the subject property and surrounding property's zoning and view property lines overlaid on arials. The zoning map may be found on the City's website at CityofMandan.com and selecting Departments → Engineering and Planning → Maps → Zoning Map or by clicking [here](#) if viewing this document digitally.

Amy M. Oster
100 West Broadway, Suite 250
P.O. Box 2798
Bismarck, ND 58502-2798
Voice 701.223.6585
Facsimile 701.222.4853
aoster@crowleyfleck.com

Via Electronic Mail

August 5, 2025

Mr. Wade Vogel
Premier Homes, Inc.
Mandan, ND 58504
wade@premierhomesnd.com

RE: City of Mandan — Missouri Landing Project

Dear Mr. Vogel:

Please be advised that I represent the City of Mandan as its City Attorney. I am in receipt of your recent correspondence regarding the interpretation of Section 105-4-6 of the Mandan Code of Ordinances. Although it is unclear from the written correspondence, it is my understanding you would like to add a sixth unit to the structure on the east side of the property. Enclosed please find a copy of the Special Use Permit which was approved for this property. The SUP expressly states that it “is for three (3) structures. One structure with seven (7) units. One structure with five (5) units. One structure with six (6) units.” It is my understanding the other two structures (one already built and one proposed) on the property contain six units and seven units. Therefore, the structure at issue is limited to five units under the Special Use Permit. If you would like to request an amended Special Use Permit, you will need to file an application with the Mandan Planning & Zoning Commission. City staff can assist you with this process.

Concerning the buffer points required, the City Commission (in its approval of the Special Use Permit) has determined that six buffer points are required. The Special Unit Permit states, “A landscaped buffer shall be planted along the south property line of the development that adheres to the City of Mandan Gateway Screening requirement of six buffer points between an ‘Other’ commercial use and single-family residential structure.” These buffer points “must be satisfied through a combination” of factors, including points for separation between buildings, rows of trees, solid fences or walls with landscaping, and other factors. There are additional screening and

buffering standards contained in Section 105-4-6(k) of the Mandan Code of Ordinances, including either a fence with plantings or a greenbelt planting strip. Either the planting plan and type of plantings or the screening fence and related plantings require the approval of the Mandan Architectural Review Commission.

With regard to your specific questions:

1. Is Marina Road SE a part of the ordinance? If so, can you let us know where it is explained that it would be included.

The property at issue is included within the Memorial Highway Overlay District. Please see Section 105-4-6(a)(2): “The Memorial Highway Overlay District includes properties partially or fully within 200 feet of the rights-of-way of . . . McKenzie Drive.” The property here is located within 200 feet of McKenzie Drive and is included within maps designating the Memorial Highway Overlay District.

2. If it is determined that this parcel is included in the zone are we considered commercial needing 5 buffer points?

As discussed above, the City Commission (in its approval of the Special Use Permit) has determined that six buffer points are required. The Special Unit Permit states, “A landscaped buffer shall be planted along the south property line of the development that adheres to the City of Mandan Gateway Screening requirement of six buffer points between an ‘Other’ commercial use and single-family residential structure.” While the ordinance does refer to “neighborhood commercial” as requiring five buffer points, the “neighborhood commercial” uses would be commercial uses that do not require a special use permit. The requirement for six buffer points for “other uses” applies here.

3. Does the spacing between our buildings meet the criteria for buffer zone requirements?

Yes and no. Spacing between buildings may count toward buffer points, but it remains subject to satisfying other criteria. While the spacing between the buildings will contribute to some of the buffer points, buffer points must be satisfied “through a combination” of factors, not through the separation between buildings alone. There are also additional screening and buffering standards contained in Section 105-4-6(k) of the Mandan Code of Ordinances, which require certain minimum requirements for screening between commercial and residential boundaries. Regardless of spacing between buildings, there must be either a fence and plantings or a greenbelt separating the commercial and residential parcels. While the ordinances do not expressly state so, I believe a reasonable interpretation would require a minimum of three points allocated to screening between a residential and a commercial parcel, whether it is a greenbelt of three rows of trees or a combination of a fence and two rows of trees or plantings. It is further my opinion that the Mandan Architectural Review Commission may exercise reasonable discretion in its review of point allocations on a case-by-case basis, but the Architectural Review Commission must consider all options stated in the ordinance that qualify for points.

If you have any additional questions, please do not hesitate to reach out to City staff.

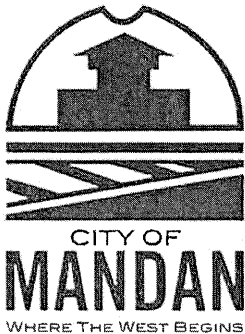
Thank you.

Sincerely,

/s/ Amy M. Oster

Amy M. Oster

Enc.



SPECIAL USE PERMIT

For Multi-use Shops

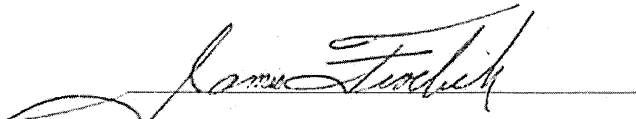
The property owner(s) of Lot 1, Block 1, Missouri Landing Addition are granted a special use permit for multi-use shops.

1. This special use permit (SUP) will allow multi-use shops to be built on Lots 1, Block 2, Missouri Landing Addition.
2. This SUP is for three (3) structures.
 - a. One structure with seven (7) units
 - b. One structure with five (5) units
 - c. One structure with six (6) units
3. The structures are limited to uses permitted within the CB – Commercial district. Upon transfer of units, the uses allowed within CB – Commercial at the time of transfer will apply.
4. Residential uses of any type are not allowed under this SUP.
5. Access to these structures will be from within the property. No direct access to individual units will be allowed from public street.
6. Each individual unit within the structures shall have its own separate means of egress.
7. Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
8. The structures will be constructed according to the minimum standards of the building code for the declared use(s).
9. Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of this special use permit.
10. There will be one curb stop installed per structure. An access agreement between the city and developer must be created which allows access for city employees to access curb stops.
11. The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.
12. Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
13. If the property owner should choose to condo plat the structures for the purpose of selling individual units they are required to abide by the following requirement:
 - a. For the city's utility billing purposes, a recorded development association or another

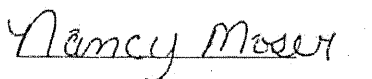
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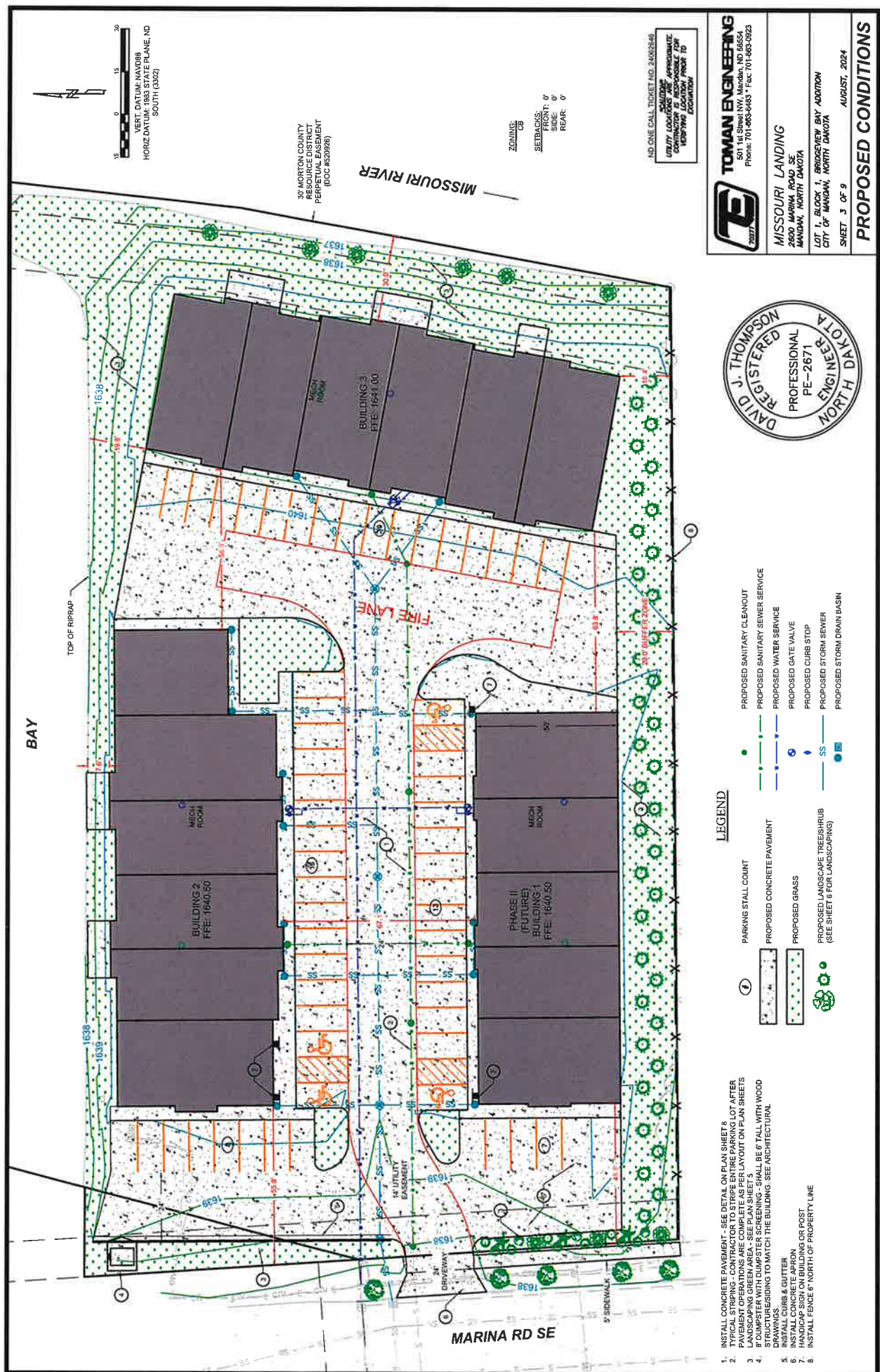
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15. Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.
16. A landscaped buffer shall be planted along the south property line of the development that adheres to the City of Mandan Gateway Screening requirement of six buffer points between an "Other" commercial use and single-family residential structure.
17. Boulevard landscaping consisting of one tree of at least 1 ¼" caliper and approved by the City Forestry Department shall be installed and maintained as shown in the approved site plan along Marina Road SE.
18. Landscaping and screening shall be installed per the approved site plan.
19. Any modification to this Special Use Permit must be reviewed in accordance with City Ordinances in effect at the time of proposed changes.
20. The Fire Lane as shown on the site plan shall remain clear at all times.

Dated this 17th day of September 2024


President, City Commission

ATTEST:


Planning and Zoning Secretary





Zoning and Future Land Use Reference Map

Zoning

Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- January '24 Planning Items



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
- Parcels
- City Limits
- ETA Line
- January '24 Planning Items

Future Land Use Plan



0 0.07 0.15 0.3 Miles



SPECIAL USE PERMIT

For

Multi-use

Shops

Lot 1, Block 1, Missouri Landing Addition

The property owner(s) of Lot 1, Block 1, Missouri Landing Addition are granted a special use permit for multi-use shops. This special use permit (SUP) will allow multi-use shops to be built on Lots 1, Block 2, Missouri Landing Addition.

1. This SUP is for three (3) structures.
 - a. One structure (north) with 6 units
 - b. One structure (east) with 6 units
 - c. One structure (south) with 5 units
2. The structures are limited to uses permitted within the CB – Commercial district. Upon transfer of units, the uses allowed within CB – Commercial at the time of transfer will apply.
3. Residential uses of any type are not allowed under this SUP.
4. Access to these structures will be from within the property. No direct access to individual units will be allowed from public street.
5. Each individual unit within the structures shall have its own separate means of egress.
6. Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
7. The structures will be constructed according to the minimum standards of the building code for the declared use(s).
8. Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of this special use permit.
9. There will be one curb stop installed per structure. An access agreement between the city and developer must be created which allows access for city employees to access curb stops.

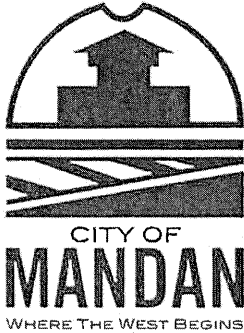
10. The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.
11. Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
12. If the property owner should choose to condo plat the structures for the purpose of selling individual units they are required to abide by the following requirement:
 - a. For the city's utility billing purposes, a recorded development association or another form of recorded agreement approved by the city attorney is required if any of the individual units within the development are not owned by the same owner of the development. The recorded development association or recorded agreement shall set out, at a minimum, the allocation of costs and statement of understanding of the collective responsibility of owners for payment of city utilities. If a recorded development association or another form of recorded agreement approved by the city attorney is in place, the city will issue one utility bill per month to one owner or representative of the structure for the entire structure's base charges and consumption or usage. The monthly utility bill will not be sent to each individual owner within the structure. If ownership is divided after a special use permit has been obtained, the property owner shall furnish a copy of said recorded agreement to the city showing it meets this provision.
13. External, structural illumination shall be downward and inward facing. Onsite property lighting shall be downward facing. No external illumination shall leave the property.
14. Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.
15. A landscaped buffer shall be planted along the south property line of the development that adheres to the City of Mandan Gateway Screening requirement of six buffer points between an "Other" commercial use and single-family residential structure.
16. Boulevard landscaping consisting of one tree of at least 1 ¼" caliper and approved by the City Forestry Department shall be installed and maintained as shown in the approved site plan along Marina Road SE.
17. Landscaping and screening shall be installed per the approved site plan.
18. Any modification to this Special Use Permit must be reviewed in accordance with City Ordinances in effect at the time of proposed changes.
19. The Fire Lane as shown on the site plan shall remain clear at all times.

Dated this day of _____, 2025

President, City Commission

ATTEST:

Planning and Zoning Secretary



SPECIAL USE PERMIT

For Multi-use Shops

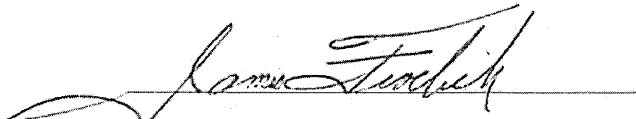
The property owner(s) of Lot 1, Block 1, Missouri Landing Addition are granted a special use permit for multi-use shops.

1. This special use permit (SUP) will allow multi-use shops to be built on Lots 1, Block 2, Missouri Landing Addition.
2. This SUP is for three (3) structures.
 - a. One structure with seven (7) units
 - b. One structure with five (5) units
 - c. One structure with six (6) units
3. The structures are limited to uses permitted within the CB – Commercial district. Upon transfer of units, the uses allowed within CB – Commercial at the time of transfer will apply.
4. Residential uses of any type are not allowed under this SUP.
5. Access to these structures will be from within the property. No direct access to individual units will be allowed from public street.
6. Each individual unit within the structures shall have its own separate means of egress.
7. Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
8. The structures will be constructed according to the minimum standards of the building code for the declared use(s).
9. Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of this special use permit.
10. There will be one curb stop installed per structure. An access agreement between the city and developer must be created which allows access for city employees to access curb stops.
11. The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.
12. Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
13. If the property owner should choose to condo plat the structures for the purpose of selling individual units they are required to abide by the following requirement:
 - a. For the city's utility billing purposes, a recorded development association or another

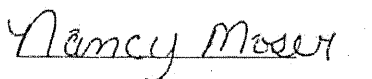
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20. The Fire Lane as shown on the site plan shall remain clear at all times.

Dated this 17th day of September 2024


President, City Commission

ATTEST:


Planning and Zoning Secretary

FURLONG LAW FIRM
PLLC

September 21, 2025

Rachel Laqua, AICP

Via email [REDACTED]

Re: Missouri Landing Addition Request for SUP

Dear Ms. Laqua:

My husband and I oppose any changes to the current Special Use Permit ("SUP") that decrease the buffer zone or lessen any of the restrictions or protections for our property, which is zoned R7 - Residential. As you may recall, my husband Tim Furlong and I are the property owners ([REDACTED]) adjacent to and immediately south of the Missouri Landing Addition / shop condos. We outlined our objections when Monte and Lynette Gawryluk ("Owners") originally proposed the shop condos at [REDACTED] Mandan. (See Letter to Andrew Stomme and Planning and Zoning Commission dated August 21, 2024.)

After the Planning and Zoning Commission meeting on September 17, 2024, the Commission granted the Special Use Permit with a list of conditions including the following:

16. A landscaped buffer shall be planted along the south property line of the development that adheres to the City of Mandan Gateway Screening requirement of six buffer points between an "Other" commercial use and single-family residential structure.

The plat map submitted by Monte Gawryluk with the application for Special Use Permit dated August 22, 2025 shows a buffer zone that fails to comply with the Gateway Screening requirements. We are not aware of and the application does not state any change in circumstances which would merit re-evaluation of the current SUP.

The owners also already constructed the footings for another unit on the river-side structure on the end closest to our yard, which footings invade the buffer zone. Engineer Jordan Singer city told us he directed the Owners to remove the footings and they said the concrete contractors had simply used the wrong plans and they would remove the footings. That was December 5, 2024 and the footings are still there. In reality, the actions of these Owners show they have no intention of following the City's directives.

The request for a Special Use Permit dated August 22, 2025 should be denied.

Sincerely,

FURLONG LAW FIRM

Ramona Garcia Furlong

Ramona Garcia Furlong

Ramona Garcia Furlong, Attorney - [REDACTED]
Mailing: [REDACTED]



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 4, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of a 3% *budget increase to the Youthworks grant agreement*

STATEMENT/PURPOSE:

Consider approval of a 3% *budget increase to the Youthworks grant agreement*

BACKGROUND/ALTERNATIVES:

Youthworks is requesting a 3% budget increase under its current contract with the counties and cities to provide short-term shelter for youth that have been picked up by law enforcement and cannot immediately return home. Attached is the funding request letter and a spreadsheet detailing the increased budget amount being requested from each jurisdiction. The 3% increase is consistent with the federally calculated cost of living adjustment for 2025. To the extent possible, Youthworks takes advantage of other sources of funding to offset the cost to the counties and cities.

ATTACHMENTS:

1. Youthworks Bismarck Funding Request 2026
2. 2026 Proposed Budget

FISCAL IMPACT:

The requested increase of \$445.00 would fall under the Police Department's operating and maintenance budget.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approval of a 3% budget increase to the *Youthworks grant agreement*.

SUGGESTED MOTION:

I move to approve a 3% budget increase to the *Youthworks grant agreement*.



To: Burleigh County, Morton County, Grant County, Logan County, Emmons County, McLean County, Mercer County, Oliver County & Sheridan County Commissions, via County Sheriff Departments; City of Bismarck, City of Mandan, City of Lincoln and City of Beulah via City Commission

From: Lisa Jahner, ND Association of Counties & Sara Eastman, Youthworks

Date: July 23, 2025

Re: Funding Renewal Request for 2026

The purpose of this letter is to request funding for the Youthworks Short Term Care and Assessment Center (STCAC), as the option developed by the counties for providing supervision in lieu of detention. The counties have funded these options since 1986, when jailing of status offenders was prohibited under state and Federal law. At the request of the Juvenile Court, Bismarck's Police Youth Bureau, County Social Services and others working with youth that cannot be returned home, Youthworks provides short-term shelter services. The services provided in this Center include Attendant Care (emergency supervision of youth involved with law enforcement), and crisis shelter and reunification counseling for runaway and other youth at risk of out-of-home placement. The program costs are heavily offset with funding from court, state, and Federal funding. Matching funding is, however, required.

Please see attached spreadsheet for the amount requested of each entity. This request amount includes a 3% increase, consistent with the federally calculated cost of living adjustment for 2025. Youthworks takes advantage of all other funding to offer the most appropriate services at the least cost. This continuum of services costs far less than any other programming and is the only practical solution allowed under current law.

In 2024, 143 placements were made into our STCAC, a non-secure shelter setting as per the mandates of the state. These placements totaled 625 days. Of these placements, 105 placements were made directly by law enforcement partners.

If these youth had to be placed outside of the community, in alternative care, the costs would be staggering. These youth cannot be detained in the Youth Correctional Center. By supporting Youthworks Short Term Care and Assessment Center, both Burleigh and Morton County follow Federal and state statutes prohibiting the detention of non-serious and non-violent juvenile offenders in adult jails and requiring their diversion from such settings.

Sara Eastman, LMSW
Program Manager

Proposed Budget for 12 Months	Calendar Year 2026
Bismarck LE Shelter	
Income	
Burleigh County	55,739
Emmons County	1,802
Grant County	1,750
Kidder County	1,802
Logan County	1,750
McLean County	12,731
Mercer County	8,487
Morton County	34,298
Oliver County	1,802
Sheridan County	1,802
City of Beulah	1,802
City of Bismarck	38192
City of Lincoln	1802
City of Mandan	15277
Youthworks Fundraising	21,000
Tribal Payments	15,250
Attendant Care Program	20,000
Total Income	235,286
Expenses	
Personnel Full Time	112,121
Benefits Full Time	30,544
Operational Costs	20521
Part Time Shelter Staff	72100
Total Expenses	235,286
Net Income	0



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 18, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the 2026 Vision Zero Law Enforcement Traffic Grant award

STATEMENT/PURPOSE:

Consider approval of the 2026 Vision Zero Law Enforcement Traffic Grant award

BACKGROUND/ALTERNATIVES:

The 2026 Vision Zero Law Enforcement Traffic Grant award provides overtime funding for enforcement programs of occupant protection, speed enforcement, distracted driving and underage drinking.

ATTACHMENTS:

1. Mandan PD Grant Award Notification AMENDED FY26
2. 2025-2026 ND Traffic Grant (Signed)
3. City of Mandan Contract 12251146
4. NDDOT Contract

FISCAL IMPACT:

The grant will provide \$13,775.00 for the 2026 High Visibility Enforcement campaigns.

STAFF IMPACT:

N/A

LEGAL REVIEW:

This has been reviewed by City Attorney Amy Oster.

RECOMMENDATION:

I recommend approving the 2026 Vision Zero Law Enforcement Traffic Grant award.

City Commission

Agenda Documentation

October 7, 2025

Subject: Consider approval of the 2026 Vision Zero Law Enforcement Traffic Grant award

Page 2 of 2

SUGGESTED MOTION:

I move to approve the 2026 Vision Zero Law Enforcement Traffic Grant award.

LE Overtime Grant Award Information
Email Verification FFY 2026

All agencies submitting a proposal to request overtime funding for the enforcement programs of Impaired Driving, Occupant Protection, Underage Drinking, Distracted Driving, and Speed were contacted by email regarding their funding request. Equipment requests were also included in these proposals. In-Car Video Camera and Radar requests are deferred until spring, 2026.

Each agency was informed of their eligibility based on the performance measures implemented 10/1/2013 for impaired driving, speed enforcement, distracted driving and occupant protection. **Funding was awarded based on the agency statistics gathered by enforcement logs entered from 10/1/2024 through 6/30/2025.** If the agency was not in the FFY2025 grant, the most recent year the agency was in the program, either FFY2024 or FFY2023, was used.

Below are the amounts your agency is awarded for the 2026 High Visibility Enforcement (HVE) campaigns. While full proposal amounts are considered, final award decisions are based on a review of past performance, budget utilization and available grant funding. If an agency did not meet established benchmarks in these areas, the grant amount may have been adjusted accordingly. The goal of HVE funding is to ensure that officers are actively engaged in campaign activities and are effectively using grant dollars to support enforcement efforts and amplify safety messages to the public. **FFY25 averages shown in red fall below the state performance baseline.**

Agency: MANDAN POLICE DEPARTMENT – AMENDED AWARD

Occupant Protection:

Baseline Average .97, or 1 OP every 1.03 hours:

FFY25 Average: New Agency

(Agencies will be placed in temporary status if their performance average falls to 0.68 or below)

Previously on temporary status: No

Funding Awarded: Yes

Requested: \$3,234.00 + \$0 mileage

Granted: \$3,200.00 + \$0 mileage

Impaired Driving:

Baseline Average .13, 1 alcohol/drug cite every 7.69 hours:

FFY25 Average: New Agency

(Agencies will be placed in temporary status if their performance average falls to 0.09 or below)

Previously on temporary status: No

Funding Awarded: No

Requested: \$0 + \$0 mileage

Granted: \$0 + \$0 mileage

Speed Enforcement:

Baseline Average 1.51, or 1 SP cite every .71 hours:

FFY24 Average: New Agency

(FY24 average was used for determination due FY25 speed measures not being available at the time of determination. Agencies will be placed in temporary status if their performance average falls to 1.05 or below.)

Previously on temporary status: No

Funding Awarded: Yes

Requested: \$1,796.00 + \$0 mileage

Granted: \$1,700.00 + \$0 mileage

Distracted Driving:

Baseline Average used is .42, 1 DD every 2.38 hours: **FFY25 Average: New Agency**
(Agencies will be placed in temporary status if their performance average falls to 0.29 or below)

Previously on temporary status: No
Requested: \$2,875.00 + \$0 mileage

Funding Awarded: Yes
Granted: \$2,875.00 + \$0 mileage

Underage Drinking:

Requested Salary: \$0
Educational Resources: \$6,000

Funding Awarded: Yes
Granted: Salary \$0 Educational Material \$6,000

In-Car Video Camera Request: No

Requested: 0

Awarded: TBD

Radar/Lidar Request: No

Requested: 0

Awarded: TBD

Notification made by Program Manager, Kelly Aberle:

Date: 7/30/2025

To: Capt. Patrick Haug

Email: phaug@mandanpd.com

Amended Award on 8/28/2025 to include underage drinking funds

AGENCY INFORMATION

Agency Name	Mandan Police Department	Federal UEI #	FB4EB5BGBJK6
Chief/Sheriff Name	Jason Ziegler	Title	Chief
Email Address	jziegler@mandanpd.com	Phone #	7016673250

Program Administrator (person responsible for grant administration)	Patrick B Haug	Title	Captain
Email Address	phaug@mandanpd.com	Phone #	7016673250
Physical Address	205 1 Ave NW		
Mailing Address (if different from above)			
City/State/ZIP	Mandan, ND 58554		

Financial Officer/Payroll Clerk	Greg Welch	Title	Finance Director
Email Address	gwelch@cityofmandan.com	Phone #	701 6673213

Number of Sworn Officers	45	Number of Officers who conduct traffic enforcement	26
Total Amount of Agency Vehicles	33	Total Amount of Agency Vehicles used for patrol	14
Jurisdiction Total Sq. Miles	13.665	Jurisdiction Population	24,586

2024 CRASH DATA

Total Crashes	241
Total Injury Crashes	18
Total Fatal Crashes	1

2024 CITATION/ARREST DATA

Speeding Citations	815
DUI Arrests (drug & alcohol)	59
Seatbelt Citations	11
Child Restraint Citations	see seatbelt
Distracted Driving Citations	2
Total of ALL Citations/Arrests	4199

***When considering a program, make sure you have financial information available and the staffing necessary to complete minimum mandatory hours for each program. The average hourly OT rate is used only for budget planning purposes. All grant activities will be billed at actual overtime rate for officers.**

PROGRAM OVERVIEW:

Criteria to participate in the law enforcement traffic safety overtime program requires the agency to have an administrator oversee the program. The administrator is responsible for the completeness, accuracy, and timely submission of all documentation. All regular work schedules must be kept on file. Hours worked in the programs must be more than, or in addition to, the officers' regularly scheduled hours. Proof of payroll payment must be maintained or accessible by the agency program administrator.

A short narrative is required to address the challenges the community is having in the specific program area and must include an enforcement plan indicating the priority locations, times, officers, or other strategies utilized to generate the desired performance or results. Supporting data should be used to address the area that needs improvement. Examples of data to be used are the most recent year available for crashes, arrests, citations, behavior surveys, etc.

Verification of enforcement action taken will be conducted by the North Dakota Department of Transportation (NDDOT) Highway Safety Division through the TRACs e-citation module. If an agency is generating electronic citations in a program other than TRACs, the administrator may be required to submit redacted citation copies to the Highway Safety Division as requested. Agencies utilizing paper citations will be required to provide a copy of the redacted citations issued while working the federally funded programs.

Officers are required to enter their individual enforcement logs in the Law Enforcement Web Reporting (LEWR) system. Information will not be entered by anyone other than the actual individual that worked the program. Supervisors or program administrators are responsible for verifying the information entered is accurate.

EQUIPMENT REQUESTS

The Highway Safety Division provides funding for radar units and in-car video cameras, subject to funding availability. Agencies may receive up to \$1,500 for a radar unit after fulfilling a 25% matching requirement. For in-car video cameras, the maximum grant amount is \$4,000, with any additional costs being the responsibility of the requesting agency. Equipment awards are determined based on statistical traffic safety enforcement data, with priority given to agencies actively participating in relevant safety programs.

Please complete the information below to be considered for radar and/or in-car video camera awards. Awards are determined mid-January of the grant year.

Number of radar units requested:	0	Number of cameras requested:	0
Number of current radar units		Age of current radar units	
Number of current video cameras		Age of current video cameras	

OVERTIME (OT) FUNDING REQUESTS:

Select the traffic safety programs your agency intends to participate in:

- ☒ **Occupant Protection (OP)** – focuses on seat belt usage and child restraint enforcement
- ☐ **Impaired Driving (ID)** - targets enforcement and prevention of impaired driving
- ☒ **Speed Enforcement (SP)** - aims to reduce speeding violations and promote safe driving speeds.
- ☒ **Distracted Driving (DD)** – addresses enforcement on the dangers of distracted driving.
- ☐ **Underage Drinking (UA)** – seeks to prevent and reduce underage alcohol consumption and related offenses through non-saturation events

OCCUPANT PROTECTION

The program aims to increase seatbelt and child restraint usage to reduce fatalities and minimize injury severity in motor vehicle crashes. The 2026 Click It or Ticket enforcement periods will take place from **November 1 - December 11, 2025** and **May 1 - May 31, 2026**.

Estimated hours to be worked	72	Avg. hourly OT wage	\$44.91
Salary funding requested (hours X avg OT wage)	\$ 3,234.00	Mileage requested	\$0.00
Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used. <u>Problem:</u> North Dakota drivers continue to not use there seatbelts when driving, which is resulting in injuries from crashes. These injuries can result in minor injuries to significant injuries, to include death. <u>Supporting data:</u> According to Vision Zero statistics, in 2023, 47% of vehicle fatalities in North Dakota were not wearing seat belts. Mandan Police Dept. call volume/staffing has limited the ability to conduct target traffic enforcement. <u>Desired results:</u> The goal for the Mandan Police Department is to increase the use of seatbelts for all occupants in a motor vehicle, which will hopefully reduce injuries/fatalities due to a motor vehicle crash.			
Total Funding Requested for Occupant Protection			\$3,234.00

IMPAIRED DRIVING

This program aims to reduce fatalities and injuries caused by crashes involving alcohol and drug-impaired driving. The national 2026 **Drive Sober or Get Pulled Over** enforcement campaign will take place from **August 14 - September 7, 2026**, requiring a minimum of four enforcement shifts. Additionally, two other enforcement campaigns will be conducted from **Dec. 12, 2025 - Jan. 31, 2026**, and throughout **March 2026**, each requiring a minimum of two shifts. With sufficient funding, agencies may conduct overtime enforcement efforts beyond these designated periods, provided they notify the Highway Safety Division in advance.

Estimated hours to be worked	n/a	Avg. hourly OT wage	\$
Salary funding requested (hours X avg OT wage)	\$	Mileage requested	\$
Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used. <u>Problem:</u> N/A <u>Supporting data:</u> N/A <u>Desired results:</u> N/A			
Total Funding Requested for Impaired Driving			\$

SPEED ENFORCEMENT

The program aims to reduce speeding to decrease fatalities and minimize the severity of injuries in motor vehicle crashes. The 2026 Speed Enforcement period will take place from **July 1 through August 9, 2026**, with overtime enforcement limited to these specified dates.

Estimated hours to be worked	40	Avg. hourly OT wage	\$44.91
Salary funding requested (hours X avg OT wage)	\$1,796.00	Mileage requested	\$0.00
Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used. Problem: The City of Mandan had 241 crashes in 2024, many of these crashes were contributed to speed. The City of Mandan continues to receive numerous complaints from citizens concerned with speeding vehicles in their neighborhoods. Supporting data: According to North Dakota Vision Zero, 33% of fatal crashes were due to aggressive and or speeding vehicles. The City of Mandan has received numerous complaints throughout the city regarding speeding near schools and neighborhoods. Desired results: Mandan Police Department wants to increase awareness of speeding motor vehicles and attempt to reduce speeding with the City of Mandan. By conducting additional speed enforcement, the Mandan Police Department hopes vehicle speeds will drop, protecting pedestrians and reducing vehicle crashes.			
Total Funding Requested for Speed Enforcement			\$1,796.00

DISTRACTED DRIVING

This program aims to reduce crashes caused by driver distraction or inattention. It includes two enforcement campaigns scheduled for **April and September 2026**. Additional enforcement outside these periods may be conducted with prior approval from the Highway Safety Division and sufficient agency funding. The program is designed to operate using spotters and chase vehicles.

Estimated hours to be worked	64	Avg. hourly OT wage	\$44.91
Salary funding requested (hours X avg OT wage)	\$2,875.00	Mileage requested	\$0.00
Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used. Problem: The Mandan Police Department is aware that many drivers continue to use their mobile devices while driving. In some instances, this has led to or contributed to motor vehicle crashes within the City of Mandan. Supporting data: According to North Dakota Vision Zero, 3,308 individuals were killed in a motor vehicle crash involving a distracted driver. It is known that a driver is 23 times more likely to be involved in a motor vehicle crash or near crash and 6 times more likely to crash than a drunk driver. Desired results: The Mandan Police Department wants to reduce the number of distracted drivers within the City of Mandan, which in turn will potentially reduce vehicle crashes due to a driver being distracted.			
Total Funding Requested for Distracted Driving Enforcement			\$2,875.00

UNDERAGE DRINKING

This program aims to prevent the sale and consumption of alcohol by individuals under 21. It focuses on non-saturation activities such as compliance checks, server training, and evidence-based educational programs. The contract requires two scheduled non-saturation enforcement events, selected by your agency. Please enter your agency's UA plan below.

Estimated hours to be worked	N/A	Avg. hourly OT wage	\$
Salary funding requested (hours X avg OT wage)	\$	Educational Material amount requested	\$
Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used. <u>Problem:</u> N/A <u>Supporting data:</u> N/A <u>Desired results:</u> N/A <u>Non-Saturation Events plan for 2026 (2 events minimum):</u> N/A			
Total Funding Requested for Underage Drinking			\$

GRANT HISTORY

	Yes	No
Has your agency received federal or state grant funding from the Highway Safety Division previously?	☒	☐
In the last 3 years, has your agency had experience with federal grants?	☒	☐

ACKNOWLEDGMENT

As the **Chief/Sheriff**, I am committed to supporting our department's efforts to reduce motor vehicle crash fatalities and serious injuries on North Dakota roadways. We will consistently enforce laws related to seatbelts, alcohol, drugs, and distracted driving while working closely with local council and commission leadership to maintain strong community support.

Chief/Sheriff Signature: 	Date: 05-23-25
--	--------------------------

MEMO: Ronald J. Henke
Director

FROM: Sheila Kitzan
Highway Safety Division

DATE: September 8, 2025

SUBJECT: Contract Explanation

The purpose of this contract is to provide funding to the Mandan Police Department to participate in the statewide law enforcement overtime programs.

The total contract budget is \$13,775.00.

The contact person is Sheila Kitzan (328-2402).

12/slk
Attachment

NDDOT Contract No. 12251146
 Project No. OP2605-05-00, SC2607-04-00,
 ID2610-12-00, & DD2611-02-00

North Dakota Department of Transportation HIGHWAY SAFETY CONTRACT

Federal Award and Subrecipient Information

Subrecipient Name: City of Mandan
Subrecipient UEI No.: FB4EB5BGBJK6
Applicant Agency: Mandan Police Department

NDDOT Awarding Official: Karin Mongeon, Highway Safety Division Director
Telephone: (701)328-4434
Email: kamongeon@nd.gov

ALN No.: 20.600, 20.616, & 20.608

ALN Title: State and Community Highway Safety, National Priority Safety Programs, and Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

AWARD NAME: Click it or Ticket & Speed Enforcement
FAIN No.: 69A37525300004020ND0

Federal Award Date: November 25, 2024
Total Federal Award Amount: \$2,867,025.00

AWARD NAME: Underage Enforcement
FAIN No.: 69A37525300001640NDA

Federal Award Date: May 14, 2025
Total Federal Award Amount: \$942,876.00

AWARD NAME: Distracted Driving Enforcement
FAIN No.: 69A3752530000405ENDL

Federal Award Date: November 25, 2024
Total Federal Award Amount: \$219,712.94

Budget Start Date: October 1, 2025
Performance Start Date: October 1, 2025
Indirect Cost Rate: N/A

Budget End Date: September 30, 2026
Performance End Date: September 30, 2026
Research & Development Award: No

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

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan Police Department, hereinafter referred to as the Contractor, whose address is 205 1st Avenue Northwest, Mandan, North Dakota 58554-3161.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Triennial Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Grant Application which is part of the state's Triennial Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

Section 1: The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.



Section 2: The term of this contract shall begin October 1, 2025, and shall end September 30, 2026.

Section 3 - Reimbursement:

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$13,775. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

Section 4: Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

Section 5: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

Section 6: The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

Section 7: The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

Section 8: Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

Section 9: The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

Section 10: The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.



All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

Section 11 - Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

Section 12: Contractor may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDDOT.

Section 13: The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar



right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a contract. The Contractor shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The Contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: The NDDOT shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 17: The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

Section 18: Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.



Public records may include: (a) records NDDOT receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

Contractor agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

Section 19: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 20: All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

Section 21: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

Section 22: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

Section 23: The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 24: The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

Section 25: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 26: The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

HIGHWAY SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-20



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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-25



**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

Table of Contents

BACKGROUND1

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK2

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK3

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK5

SPEED (SC) ENFORCEMENT SCOPE OF WORK6

REPORTING AND AUDIT REPORTING/ALL PROJECTS7

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS8

BUDGETS9

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET9

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET9

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET10

SPEED (SC) ENFORCEMENT BUDGET10

Attachment 1 – Enforcement Overtime Calendar for FFY 2026

BACKGROUND

The North Dakota Department of Transportation’s (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public’s knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Mandan Police Department** (hereinafter referred to as the Contractor) to participate in the statewide enforcement programs listed below:

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. OP2605-05-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor may only work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

PROJECT NO. ID2610-12-00

The underage drinking (UA) enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Highway Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional non-saturation enforcement. The Contractor must notify the Highway Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Evidence-Based Alcohol Prevention Educational Awareness Program** –Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education). Costs eligible for reimbursement are the purchase of educational presentation videos, or printing of teaching guides, workbooks for students, and educational tools. Please contact the

Highway Safety Division Program Manager, to determine if officer time is eligible for reimbursement (regular time is not reimbursable).

- Educational tools may be purchased with grant funds. Agencies choosing to purchase or use educational tools must provide an explanation of how they will be incorporated into activities (e.g., classroom presentations, community events, school assemblies, traffic safety fairs), the frequency of use, and the settings in which they will be used. A written report summarizing activities involving the educational tools must be submitted at the end of each grant year.

Promotional items are not an allowable expense.

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Highway Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when.
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For evidence-based activities, documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A voucher can be submitted through the Law Enforcement Web Reporting System.
- Submit a reimbursement voucher by within 45 days after completing the event.

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

PROJECT NO. DD2611-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. SC2607-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may **only** work during the scheduled speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

REPORTING AND AUDIT REPORTING/ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in the previous enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

Audit Reporting

A non-federal entity that expends \$1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 12 for any services or purchases that took place on or before June 30. Vouchers received after July 12 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2026. ***Vouchers received after November 14, 2026, will not be reimbursed.***

Other Requirements

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting also known as general costs of government. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general

expenses required to carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. OP2605-05-00 / ALN No. 20.600

DIRECT COSTS		
Overtime wages		\$ 3,200.00
Mileage		\$ <u>0.00</u>
PROJECT TOTAL		\$ <u>3,200.00</u>
Participation		
Federal	100%	\$ 3,200.00
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. ID2610-12-00 / ALN NO. 20.608

DIRECT COSTS		
Overtime wages		\$ 0.00
Educational Resources		\$ <u>6,000.00</u>
PROJECT TOTAL		\$ <u>6,000.00</u>
Participation		
Federal	100%	\$ 6,000.00
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. DD2611-02-00 / ALN NO. 20.616

DIRECT COSTS

Overtime wages	\$ 2,875.00
Mileage	\$ <u>0.00</u>
PROJECT TOTAL	<u>\$ 2,875.00</u>

Participation

Federal	100%	\$ 2,875.00
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. SC2607-04-00 / ALN NO. 20.600

DIRECT COSTS

Overtime wages	\$ 1,700.00
Mileage	\$ <u>0.00</u>
PROJECT TOTAL	<u>\$ 1,700.00</u>

Participation

Federal	100%	\$ 1,700.00
State	-	
Local	-	

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 11, 2025	12/16/2025	1/31/2026
*May 1 – May 31, 2026	6/5/2026	6/30/2026

*May 18 – May 31, 2026, is the **National “Click It or Ticket” (CIOT) Enforcement Campaign**

Special Note

June 30th marks the end of the state fiscal year. It is essential that all reimbursement vouchers are submitted by this date. Late submissions may not be eligible for reimbursement.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.

SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – August 9, 2026	8/14/2026	9/15/2026

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the speed enforcement campaign.

Please refer to the Contract for the full Scope of Work.

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2026	5/5/2026	6/15/2026
September 1 – 30, 2026	10/5/2026	10/31/2026

*April 1 – 30, 2026 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

Appendix B

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: North Dakota

Fiscal Year: 2026

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST**(applies to subrecipients as well as States)****GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

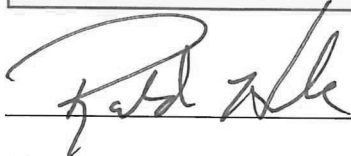
SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

[Click here to validate form fields and permit signature](#)



7/30/25

Signature Governor's Representative for Highway Safety

Date

Ronald J. Henke

Printed name of Governor's Representative for Highway Safety

Certificate Of Completion

Envelope Id: 8E03B937-1DAB-4BFF-B44C-1C9FAB7878A8

Status: Sent

Subject: PD Mandan Contract #12251146

Contract Number: 12251146

PCN:

Source Envelope:

Document Pages: 37

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 1

Sheila Kitzan

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

skitzan@nd.gov

IP Address: 165.234.92.121

Record Tracking

Status: Original

Holder: Sheila Kitzan

Location: DocuSign

9/16/2025 11:52:39 AM

skitzan@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

Signer Events

Signature

Timestamp

Nicole Lagasse

nmlagasse@nd.gov

Assistant CFO

Security Level: Email, Account Authentication
(None), Authentication

Sent: 9/16/2025 2:15:41 PM

Viewed: 9/16/2025 3:12:19 PM

Signed: 9/16/2025 3:13:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 90e74f29-202e-48c2-b0a2-6de88fc410fa

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/16/2025 3:11:50 PM

Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Karin Mongeon

kamongeon@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin R. Rehborg rrehborg@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.253.7	Sent: 9/16/2025 11:53:09 AM Viewed: 9/16/2025 2:15:07 PM Completed: 9/16/2025 2:15:41 PM

Agent Delivery Events	Status	Timestamp
Patrick Haug phaug@mandanpd.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/16/2025 3:13:05 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

Carbon Copy Events	Status	Timestamp
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DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kelly Aberle

kaberle@nd.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/16/2025 11:53:09 AM

Envelope Updated

Security Checked

9/16/2025 2:15:41 PM

Payment Events	Status	Timestamps
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MEMO: Ronald J. Henke
Director

FROM: Sheila Kitzan
Highway Safety Division

DATE: September 8, 2025

SUBJECT: Contract Explanation

The purpose of this contract is to provide funding to the Mandan Police Department to participate in the statewide law enforcement overtime programs.

The total contract budget is \$13,775.00.

The contact person is Sheila Kitzan (328-2402).

12/slk
Attachment

NDDOT Contract No. 12251146
 Project No. OP2605-05-00, SC2607-04-00,
 ID2610-12-00, & DD2611-02-00

**North Dakota Department of Transportation
 HIGHWAY SAFETY CONTRACT**

Federal Award and Subrecipient Information

Subrecipient Name: City of Mandan
Subrecipient UEI No.: FB4EB5BGBJK6
Applicant Agency: Mandan Police Department

NDDOT Awarding Official: Karin Mongeon, Highway Safety Division Director
Telephone: (701)328-4434
Email: kamongeon@nd.gov

ALN No.: 20.600, 20.616, & 20.608

ALN Title: State and Community Highway Safety, National Priority Safety Programs, and Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

AWARD NAME: Click it or Ticket & Speed Enforcement
FAIN No.: 69A37525300004020ND0

Federal Award Date: November 25, 2024
Total Federal Award Amount: \$2,867,025.00

AWARD NAME: Underage Enforcement
FAIN No.: 69A37525300001640NDA

Federal Award Date: May 14, 2025
Total Federal Award Amount: \$942,876.00

AWARD NAME: Distracted Driving Enforcement
FAIN No.: 69A3752530000405ENDL

Federal Award Date: November 25, 2024
Total Federal Award Amount: \$219,712.94

Budget Start Date: October 1, 2025
Performance Start Date: October 1, 2025
Indirect Cost Rate: N/A

Budget End Date: September 30, 2026
Performance End Date: September 30, 2026
Research & Development Award: No

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

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan Police Department, hereinafter referred to as the Contractor, whose address is 205 1st Avenue Northwest, Mandan, North Dakota 58554-3161.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Triennial Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Grant Application which is part of the state's Triennial Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

Section 1: The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.



Section 2: The term of this contract shall begin October 1, 2025, and shall end September 30, 2026.

Section 3 - Reimbursement:

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$13,775. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

Section 4: Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

Section 5: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

Section 6: The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

Section 7: The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

Section 8: Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

Section 9: The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

Section 10: The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.



All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

Section 11 - Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

Section 12: Contractor may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDDOT.

Section 13: The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar



right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a contract. The Contractor shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The Contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: The NDDOT shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 17: The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

Section 18: Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.



Public records may include: (a) records NDDOT receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

Contractor agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

Section 19: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 20: All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

Section 21: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

Section 22: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

Section 23: The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 24: The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

Section 25: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 26: The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

HIGHWAY SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-20



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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-25



**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

Table of Contents

BACKGROUND1

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK2

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK.....3

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK5

SPEED (SC) ENFORCEMENT SCOPE OF WORK6

REPORTING AND AUDIT REPORTING/ALL PROJECTS.....7

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS8

BUDGETS9

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET.....9

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET.....9

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET.....10

SPEED (SC) ENFORCEMENT BUDGET10

Attachment 1 – Enforcement Overtime Calendar for FFY 2026

BACKGROUND

The North Dakota Department of Transportation’s (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public’s knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Mandan Police Department** (hereinafter referred to as the Contractor) to participate in the statewide enforcement programs listed below:

OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. OP2605-05-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor may only work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

PROJECT NO. ID2610-12-00

The underage drinking (UA) enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). These funds may not be used for food or refreshment.

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Highway Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional non-saturation enforcement. The Contractor must notify the Highway Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** — Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Evidence-Based Alcohol Prevention Educational Awareness Program** — Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education). Costs eligible for reimbursement are the purchase of educational presentation videos, or printing of teaching guides, workbooks for students, and educational tools. Please contact the

Highway Safety Division Program Manager, to determine if officer time is eligible for reimbursement (regular time is not reimbursable).

- Educational tools may be purchased with grant funds. Agencies choosing to purchase or use educational tools must provide an explanation of how they will be incorporated into activities (e.g., classroom presentations, community events, school assemblies, traffic safety fairs), the frequency of use, and the settings in which they will be used. A written report summarizing activities involving the educational tools must be submitted at the end of each grant year.

Promotional items are not an allowable expense.

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Highway Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when.
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For evidence-based activities, documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A voucher can be submitted through the Law Enforcement Web Reporting System.
- Submit a reimbursement voucher by within 45 days after completing the event.

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

PROJECT NO. DD2611-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. SC2607-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may only work during the scheduled speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

REPORTING AND AUDIT REPORTING/ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in the previous enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

Audit Reporting

A non-federal entity that expends \$1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 12 for any services or purchases that took place on or before June 30. Vouchers received after July 12 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2026. ***Vouchers received after November 14, 2026, will not be reimbursed.***

Other Requirements

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting also known as general costs of government. ***Funds for programs and services provided through this grant are intended to supplement, not supplant, other state or local funding sources.*** Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general

expenses required to carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. OP2605-05-00 / ALN No. 20.600

DIRECT COSTS

Overtime wages	\$ 3,200.00
Mileage	\$ 0.00

PROJECT TOTAL	\$ 3,200.00
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Participation

Federal	100%	\$ 3,200.00
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. ID2610-12-00 / ALN NO. 20.608

DIRECT COSTS

Overtime wages	\$ 0.00
Educational Resources	\$ 6,000.00

PROJECT TOTAL	\$ 6,000.00
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Participation

Federal	100%	\$ 6,000.00
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. DD2611-02-00 / ALN NO. 20.616

DIRECT COSTS

Overtime wages		\$ 2,875.00
Mileage		\$ 0.00
PROJECT TOTAL		<u>\$ 2,875.00</u>

Participation

Federal	100%	\$ 2,875.00
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. SC2607-04-00 / ALN NO. 20.600

DIRECT COSTS

Overtime wages		\$ 1,700.00
Mileage		\$ 0.00
PROJECT TOTAL		<u>\$ 1,700.00</u>

Participation

Federal	100%	\$ 1,700.00
State	-	
Local	-	

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 11, 2025	12/16/2025	1/31/2026
*May 1 – May 31, 2026	6/5/2026	6/30/2026

*May 18 – May 31, 2026, is the **National “Click It or Ticket” (CIOT) Enforcement Campaign**

Special Note

June 30th marks the end of the state fiscal year. It is essential that all reimbursement vouchers are submitted by this date. Late submissions may not be eligible for reimbursement.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.

SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – August 9, 2026	8/14/2026	9/15/2026

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the speed enforcement campaign.

Please refer to the Contract for the full Scope of Work.

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2026	5/5/2026	6/15/2026
September 1 – 30, 2026	10/5/2026	10/31/2026

*April 1 – 30, 2026 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

Appendix B

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: North Dakota

Fiscal Year: 2026

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ⁽¹⁾ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

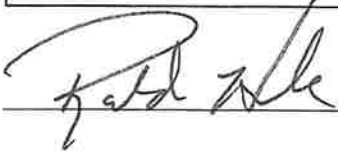
SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Click here to validate form fields and permit signature



7/30/25

Signature Governor's Representative for Highway Safety

Date

Ronald J. Henke

Printed name of Governor's Representative for Highway Safety

Certificate Of Completion

Envelope Id: 8E03B937-1DAB-4BFF-B44C-1C9FAB7878A8

Status: Sent

Subject: PD Mandan Contract #12251146

Contract Number: 12251146

PCN:

Source Envelope:

Document Pages: 37

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 1

Sheila Kitzan

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

skitzan@nd.gov

IP Address: 165.234.92.121

Record Tracking

Status: Original

Holder: Sheila Kitzan

Location: DocuSign

9/16/2025 11:52:39 AM

skitzan@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

Signer Events

Signature

Timestamp

Nicole Lagasse

nmlagasse@nd.gov

Assistant CFO

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

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Signed: 9/16/2025 3:13:02 PM

Authentication Details

SMS Auth:

Transaction: 90e74f29-202e-48c2-b0a2-6de88fc410fa

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/16/2025 3:11:50 PM

Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:

Not Offered via Docusign

James Froehlich

james.froelich@cityofmandan.com

City of Mandan

Security Level: Email, Account Authentication
(None)

Sent: 9/25/2025 10:32:46 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jim Neubauer

jneubauer@cityofmandan.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Karin Mongeon

kamongeon@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign Robin R. Rehborg rrehborg@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.253.7	Sent: 9/16/2025 11:53:09 AM Viewed: 9/16/2025 2:15:07 PM Completed: 9/16/2025 2:15:41 PM
Agent Delivery Events	Status	Timestamp
Patrick Haug phaug@mandanpd.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.248.166	Sent: 9/16/2025 3:13:05 PM Viewed: 9/25/2025 10:26:47 AM Completed: 9/25/2025 10:32:46 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Kelly Aberle kaberle@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Greg Welch gwelch@mandanpd.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	9/16/2025 2:15:41 PM
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Payment Events	Status	Timestamps



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 18, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: Uniform Grant Guidance Policy for Federal Revenue Sources

STATEMENT/PURPOSE:

To consider approval of the Uniform Grant Guidance Policy for Federal Revenue Sources.

BACKGROUND/ALTERNATIVES:

While conducting the City of Mandan's 2024 Federal Single Audit, Brady Martz noted that the city was missing the following items from the procurement policy and requested it be added.

1. Conflict of interest verbiage.
2. Suspension/Debarment verbiage and dollar thresholds.

ATTACHMENTS:

1. Mandan Procurement Policy for Federal Grants

FISCAL IMPACT:

None

STAFF IMPACT:

Minimal time coordinating with the audit firm to update and create the Uniform Grant Guidance Policy for Federal Revenue Sources.

LEGAL REVIEW:

Submitted to City Attorney Oster to approve agenda item.

RECOMMENDATION:

To approve the Uniform Grant Guidance Policy for Federal Revenue Sources.

SUGGESTED MOTION:

I move to approve the Uniform Grant Guidance Policy for Federal Revenue Sources.

Uniform Grant Guidance Policy for Federal Revenue Sources

City of Mandan, North Dakota

1. Purpose

To establish consistent standards for the management of federal awards in accordance with 2 CFR Part 200.

2. Scope

This policy applies to all departments and personnel involved in the receipt, management, and reporting of federal funds.

3. Roles and Responsibilities

- Finance Department: Oversees compliance, reporting, and audit readiness.
- Department Heads: Ensure programmatic compliance and timely reporting. They also approve expenditures and ensure alignment with grant objectives.

4. Pre-Award Requirements

- Conduct risk assessments for all subrecipients.
- Ensure grant applications align with city priorities and capacity.
- Review funding opportunity announcements for compliance requirements.
- Procurement must provide full and open competition per 2 CFR section 200.319 and 48 CFR section 52.244-5.
- Perform a cost or price analysis in connection with all procurement actions exceeding the simplified acquisition threshold, including contract modifications, that support the procurement action per 2 CFR section 200.323 and 48 CFR section 15.404-3.

5. Post-Award Management

- Maintain documentation of allowable costs.
- Follow procurement standards per 2 CFR §§200.317–200.326.
- Track matching funds and program income.
- Submit timely financial and performance reports.

6. Internal Controls

- Implement written procedures for cash management and cost allowability.
- Conduct regular internal reviews and reconciliations.
- Use standardized forms and checklists for grant tracking.

7. Record Retention

Retain financial and programmatic records per the City of Mandan's and State of North Dakota's record retention requirements. Requirements to include the history of the procurement, including the rationale for the method of procurement, selection of contract

type, basis for contractor selection, and the basis for the contract price per 2 CFR section 200.318(i) and 48 CFR Part 44 and section 52.244-2.

8. Audit and Monitoring

- Comply with Single Audit requirements if federal expenditures exceed \$750,000 annually.
- Cooperate with federal and state monitoring visits.

9. Training and Capacity Building

- Provide annual training on federal grant compliance.
- Encourage cross-departmental collaboration on grant initiatives.

10. Conflict of Interest

All employees, officers, and agents of the City of Mandan must avoid real or apparent conflicts of interest when administering federal awards. A conflict of interest arises when any of these individuals has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract. Employees must disclose any potential conflicts to the Finance Department, and appropriate steps will be taken to mitigate or eliminate the conflict in accordance with 2 CFR §200.318(c)(1).

11. Suspension and Debarment

The City of Mandan will not award federal funds to any party that is suspended or debarred from participation in federal assistance programs. Prior to entering into any covered transaction, the City will verify that the entity is not listed on the System for Award Management (SAM) exclusion list, in accordance with 2 CFR Part 180.

12. Dollar Thresholds

- Micro-purchase threshold: \$10,000 — No informal quotes/bids or proposals required if the price is considered to be reasonable. Federal funds must be distributed equitably among qualified vendors.
- Small purchase threshold: More than \$10,000 - \$25,000 — Requires informal quotes/bids or proposals from at least three qualified vendors.
- Small purchase threshold: more than \$25,000 – less than \$75,000 – Requires informal quotes/bids or proposals from at least three qualified vendors.
- Purchases above \$75,000 — Require formal procurement procedures including advertising, sealed bids or competitive proposals.



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 22, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Cost Participation and Maintenance Agreement for 1806 Mill & Overlay Project

STATEMENT/PURPOSE:

To review and possibly approve a cost participation and maintenance agreement with the NDDOT for a future 1806 mill & overlay project.

BACKGROUND/ALTERNATIVES:

The NDDOT has programmed a mill and overlay of ND 1806 (6th Ave SE) from 3rd Street to 19th Street. The project includes a mill and overlay of the asphalt surface, ADA ramp improvements, and the installation of new signage and pavement marking. The project design is completed and the project would be ready for bid whenever funding becomes available. It is currently programmed for 2027.

ATTACHMENTS:

1. Cover Sheet
2. CPM Agreement
3. Funding Splits
4. Risk Management Appendix

FISCAL IMPACT:

The City participates in regional corridors at 10%, with the remaining being paid for through State and Federal funds. The estimate for this project is \$1,979,896. The City would be responsible for about \$197,990. The proposed funding source for this improvement on the City's 5-year CIP is special assessments.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To enter into the cost participation and maintenance agreement, as presented.

SUGGESTED MOTION:

I move to enter into the Cost Participation and Maintenance agreement, as presented.

DESIGN DATA				
Traffic	Average Daily			
Current 2022	Pass: 10205	Trucks: 115	Total: 10320	
Preventive Maintenance				

NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

NHU-1-806(059)068

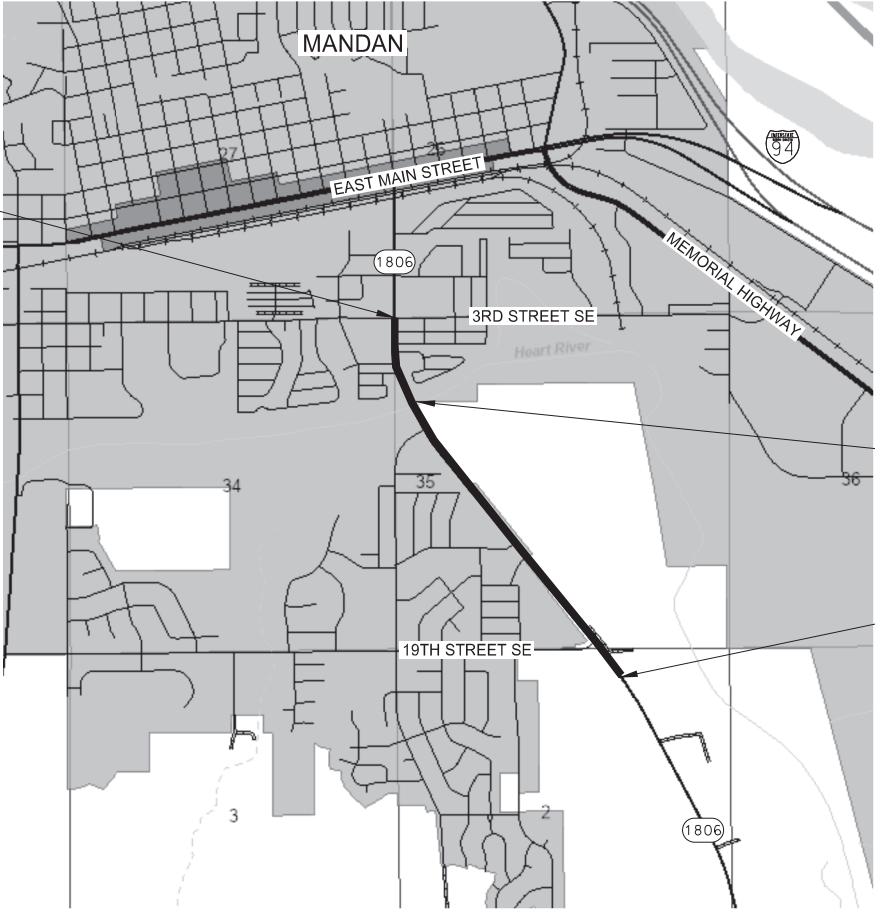
Morton County
ND 1806
19th St SE to 3rd St SE
2" Mill and Overlay, Curb Ramp Improvements, Pavement Marking

	STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
	ND	NHU-1-806(059)068	24230	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

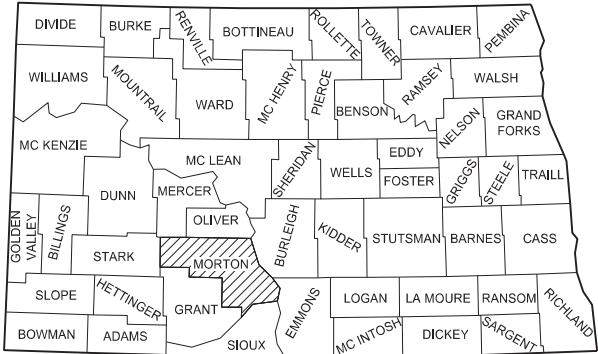
PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
NHU-1-806(059)068 (Exception 0.04 miles at Bridge #1806-069.384)	1.21	1.25

END PROJECT
STA 3678+09.35
RP 69.660



BRIDGE EXCEPTION
STA 3362+19 TO 3364+69
RP 69.360 TO RP 69.400
#1806-069.384

BEGIN PROJECT
STA 3612+13.66
RP 68.410



DESIGNER
Kyle Rieth, PE

STATE COUNTY MAP

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling
06/16/25

MOORE ENGINEERING, INC.

REGISTERED PROFESSIONAL ENGINEER

JORDAN M NEHL

PE-8782

DATE
06/16/25

NORTH DAKOTA

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Palo, George H.

Telephone: 701-787-6539

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

Project No.NHU-1-806(059)068**PCN:** 24230**Location:** MANDAN, ND Highway 1806; from 19TH ST SE- to 3RD STSE**Type of Improvement:** Mill and Overlay, ADA Ramps**Point of Beginning:** RP 68.410 (19th Street SE)**Point of Ending:** RP 69.660 (3rd Street SE)

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

The LPA

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



PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$1,979,896.00, with the LPA's estimated share being \$197,990.00.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III

Maintenance

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

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



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

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Derek Pfeifer

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

SH

M

SIGNATURE

07/30/25

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 11-24





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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



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

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

Pertinent Non-Discrimination Authorities:

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



APPENDIX A

Funding Split for 1806 from 3rd Street SE to 19th Street SE Mill and overlay, ADA Ramps

Project: NHU-1-806(059)068, PCN 24230

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate		Federal Funds	State Funds	Local Funds	Total
Preliminary Engineering	\$ 280,000	\$ -	\$ 280,000		\$ 226,604	\$ 25,396	\$ 28,000	\$ 280,000
Right of way and Easement	\$ 24,000	\$ -	\$ 24,000		\$ 19,423	\$ 2,177	\$ 2,400	\$ 24,000
Construction Cost	\$ 1,523,542	\$ 152,354	\$ 1,675,896		\$ 1,356,303	\$ 152,004	\$ 167,590	\$ 1,675,896
Totals	\$ 1,827,542	\$ 152,354	\$ 1,979,896		\$ 1,602,330	\$ 179,577	\$ 197,990	\$ 1,979,896

Local Government Division: July 23, 2025

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

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-25





City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 22, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatements

STATEMENT/PURPOSE:

N/A

BACKGROUND/ALTERNATIVES:

N/A

ATTACHMENTS:

None

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 22, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2023-2025 Abatements for Mor-Gran-Sou

STATEMENT/PURPOSE:

To consider corrections to 2023-2025 full and true values for property located at 5001 56 ave nw

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel 65-4475500 with a legal description of REPLAT OF ROUGHRIDER EST-PIONEER ADDN(7760A), change in value to reflect land assessed on another parcel 65-4360200.

ATTACHMENTS:

1. 65-4475500_2023 abatement signed
2. 65-4475500_2024 abatement signed
3. 65-4475500_2025 abatement signed

FISCAL IMPACT:

2023 All taxing entities = \$486.61 City share = \$111.88
2024 All taxing entities = \$485.92 City share = \$112.16
2025 All taxing entities = \$485.92 City share = \$112.16

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Oster

RECOMMENDATION:

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

2023-2025 Abatement applications for Mor-Gran-Sou at 5001 56 ave nw.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023–2025 abatement applications submitted by Mor-Gran-Sou for the property located at 5001 56th Avenue NW.

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 County Property I.D. No. 65-4475500
Name MOR-GRAN-SOU Telephone No.
Address PO BOX 297, FLASHER, ND 58535

Legal description of the property involved in this application:

REPLAT OF ROUGHRIDER EST-PIONEER ADDN(7760A)

Total true and full value of the property described above for the year 2023 is:

Land \$ 35,000
Improvements \$
Total \$ 35,000
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 0
Improvements \$
Total \$ 0
(2)

The difference of \$ 35,000.00 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 land was assessed on another parcel 65-4360200

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor

Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant

County Auditor's File No.

Date Application Was Filed
With The County Auditor

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton County Property I.D. No. 65-4475500
Name MOR-GRAN-SOU Telephone No. _____
Address PO BOX 297, FLASHER, ND 58535

Legal description of the property involved in this application:

REPLAT OF ROUGHRIDER EST-PIONEER ADDN(7760A)

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

Land \$ 35,000
Improvements \$ _____
Total \$ 35,000
(1)

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

Land \$ 0
Improvements \$ _____
Total \$ 0
(2)

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- ☐ 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 land was assessed on another parcel 65-4360200

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor

Chairperson

Certification of County Auditor

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

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Date

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Name of Applicant

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Clerk or City Auditor

(must be within five business days of filing date)

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Land \$ 35,000
Improvements \$ _____
Total \$ 35,000
(1)

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

Land \$ 0
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 35,000.00 true and full value between (1) and (2) above is due to the following reason(s):

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- ☐ 2. Residential or commercial property's true and full value exceeds the market value
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- ☐ 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) _____

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yes/no
Asking price: \$ _____ Terms of sale: _____
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Market value estimate: \$ _____
Appraisal was made by whom? _____
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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 9-18-25

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor Chairperson

Certification of County Auditor

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

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

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

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County Auditor Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant

County Auditor's File No.

Date Application Was Filed
With The County Auditor

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 22, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider extending the recycling contract with Waste Management

STATEMENT/PURPOSE:

To consider a three year extension of the recycling contract with Waste Management.

BACKGROUND/ALTERNATIVES:

Waste Management has performed in accordance with the existing contract. Options available would be to discontinue the service. This may save some money on the recycling side, but our cost for household disposal would increase due to the recycled materials having to be picked up and disposed of by our current contractor, Eco Sanitation.

Through conversations with representatives from Waste Management, the recommendation is a 0% increase in 2026, and flat 5% increase in 2027 and 2028. Should there be deflationary pressures, they are open to a renegotiation of the contract as proposed.

ATTACHMENTS:

1. Waste Management Mandan 2025 Proposal

FISCAL IMPACT:

2026 - 0% increase
2027 - 5% increase
2028 - 5% increase

STAFF IMPACT:

minimal

LEGAL REVIEW:

City Attorney has reviewed the contract extension

RECOMMENDATION:

I recommend approval of the three-year contract extension as presented for recycling with Waste Management Inc.

SUGGESTED MOTION:

I move to approve the three-year contract extension as presented, for recycling with Waste Management Inc.



CITY OF MANDAN, ND

2025 Curbside Recycle 3-Year Extension

8/7/2025

SUBMITTED BY

WM of North Dakota





August 7, 2025

Jim Neubauer

City Manager

205 2nd Ave NW

Mandan , ND 58554

Dear Jim:

WM is pleased to provide the enclosed proposal in response to your inquiry. We look forward to providing everything you need and expect in a service provider; safe, reliable residential curbside collection curbside, city buildings and drop site single stream recycling, and responsive customer service. We also provide:

- **Dedicated Account Manager** – Richard Mower, Senior Account Executive – Public Sector will be your point of contact for this contract. He will provide the City of Mandan with customized, local support and answer questions or address service requests immediately.
- **A Personalized Customer Service Experience** – Our team is designed to provide the highest level of customer satisfaction, from on-the-street collection to our customer service center. You will benefit from our 24/7 customer service capabilities such as digital live chat, after-hours customer service features, and a convenient mobile app.
- **Advanced Service Technologies** – Using real-time service confirmation, GPS tracking, and proprietary routing technology allows us to provide the most consistent service standards. In addition, our integrated systems work together to maximize collection reliability.

WM is committed to offering the best service and value for the City of Mandan.



Sincerely,

Richard Mower, Senior Account Executive – Public Works

(701) 214-2076 | rmower@wm.com

WM: Who We Are and What We Do – For You

When you work with WM, you tap into more than just waste collection – you gain access to a powerful network of resources backed by decades of experience serving various industries across the U.S. and Canada. From collection to disposal, our technology and infrastructure are built to handle every part of your environmental services – efficiently and responsibly.

With a global team of ~61,700 professionals and the industry’s largest network of facilities, WM brings unmatched technical capability. Leveraging our local know-how, we help you reduce waste, improve operations, and work toward your environmentally focused goals with practical, proven offerings.

Let us help you turn today’s waste into tomorrow’s opportunity.

WM At-A-Glance

People	Operations		
~61,700* team members	\$22 billion* revenue	262* operating landfills	18,347 collection vehicles

Material is Repurposed**105*** recycling facilities**49** organics processing facilities**15.2 million tons** of material recovered in 2023**3** COré® facilities processing organics into bio slurry**Energy is Renewable****12,000** alternative-fuel vehicles**18** landfill gas-to-energy facilities**~200** natural gas fueling stations**136** renewable energy projects owned or hosted at WM landfills**Communities are Thriving****800+** community organizations supported through monetary and in-kind contributions**13,500** acres actively managed through certified wildlife habitat programs**300** habitat, species, and education projects**70+** Wildlife Habitat Council-certified programs across North America*Data represents information published in the WM 2024 Sustainability Report.***Figure reflects more recent update in the WM 2024 Annual Report.***Financial Strength**

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in conducting our broad waste management services.

Revenue in 2024 was \$22 billion, and WM has an asset base of \$44.6 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit.

WM's financial strength gives you assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- New capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually advance services for all the customers we serve and we are committed to maintaining that strength.

Operations - Industry-Leading Onboard Technology

Our fleet of trucks is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.

Our OCS is complemented by the following industry-leading software and technology:

- **eRouteLogistics®:** Customized mapping and routing software system used to develop and modify routes.
- **Plan Versus Actual (PvA) Technology:** Software that plots planned route versus actual route status.

- **Integrated Onboard Computer System:** Our state-of-the-art onboard computing system on each truck is integrated with our dispatch teams' in-office software to facilitate seamless communication and service delivery.
- **WM Smart Truck® Technology:** Our Smart Truck® technology documents service data through sensors and onboard cameras to provide real-time service verification and overage and contamination recognition. Data collected on route, which includes GPS mapping and photo and video documentation of service, is reviewed by a WM audit team. If an issue is identified, such as contamination or overage, the customer receives a notification based on their communication preferences.
- **DriveCam®:** Forward-facing camera that constantly records whenever there is a sudden movement, such as hard braking, swerving, or a collision.

Safety: A Core Value for WM

Safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved in recent years and WM's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer bases.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a

comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Ethical Responsibility

At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a World's Most Ethical Company™ in 2025 for the 16th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.

Environmental Stewardship

Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.

Unparalleled Recycling Program

As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the \$1 billion we have invested in recycling processing infrastructure to the 14.8 million tons in recyclables we managed in 2023 to the industry's first recycling education program, Recycle Right® - WM is committed to making our world more sustainable.

World-Class Customer Service

At WM, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide you an exceptional experience. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring you a level of service reliability and customer satisfaction that is truly unmatched.

Commitment to Near-Zero Emissions

Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes 11,307 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.

Proven Employee Hiring Practices

To provide the safest and most secure service, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.

Awards & Recognition: Excellence You Can Expect

With WM, you get more than basic service – you get a team that strives for excellence in everything we do. Our awards reflect the consistent care, innovation, and integrity we bring to every customer we serve. While we are honored for the recognition in the following areas, driving excellence is part of our culture – even when no one is watching.

Environmental & Community Impact: WM is proud to be recognized for environmental leadership that supports real, measurable outcomes. These awards reflect our ongoing efforts to help manage materials responsibly and protect ecosystems.

- **Barron's 100 Most Sustainable U.S. Companies** (2024)
- **Corporate Conservation Leadership Award – Gold Program of the Year** (Wildlife Habitat Council, 2023–2024)
- **Newsweek's America's Most Responsible Companies** (2023–2024)
- **S&P Global Gold Sustainability Yearbook Award** (2023–2024)
- **TIME's World's Best Companies** (2023)

These recognitions affirm WM's ability to deliver solutions that are both practical and environmentally responsible, while offering transparency as we help you work toward sustainability-focused goals.

Ethical Leadership: In the simplest terms, our values come down to this: Do the Right Thing. The Right Way. This core value not only has a ring to it – it is how we operate. WM has been consistently recognized for ethical business practices that build trust and deliver value.



- **Ethisphere's World's Most Ethical Companies** (2025)
- **Newsweek's World's Most Trustworthy Companies** (2024)
- **Fortune's World's Most Admired Companies** (2024)

These honors reflect our commitment to accountability and integrity – qualities that directly benefit you through reliable, respectful service.

People First, Always: Our people are the heart of WM. We invest in their growth and well-being so they can deliver exceptional service to you.

- **Forbes Global 2000** (2024)
- **Forbes America's Best Employers** (2023)
- **Selling Power's 50 Best Companies to Sell For** (2023)

Veteran Hiring and Support: With thousands of veterans on our team, WM values the skills and dedication they bring. Our efforts to support military talent have been widely recognized.

- **Forbes Best Employers for Veterans** (2024)

Choose WM as your trusted provider – backed by award-winning excellence you can count on.

Pricing & Required Documents

3-Year Term—Effective January 1, 2026

Residential Recycling Rates :

<i>2026 Service</i>	2026 Rates	Housing Count	Monthly Cost
96-Gallon Once Bi-Weekly Recycling	\$7.80/Cart	8,427	\$65,730.60
96-Gallon Once Bi-Weekly Extra Recycling Cart	\$4.68/Cart		

City Of Mandan Recycle Locations:

Location	Coun t	Svc	Frequency	Monthly Billing	Service Days
Morton County Library	2	96C	1 x EOW-O		T
Morton County Library	2	64C	1 x EOW-O		T
Mandan City Hall	2	64C	1 x EOW-O		F
Morton County ASCS	2	96	1 x month		Week 4 M
Total:					

Term Proposed:

The listed rates and terms are posposed based on the 3-year extension effective January 1, 2026.

Monthly Count and Costs:

The estimated monthly count and costs on the proposed pricing is based on the current count of 8,427 households and City accounts. Changes in household counts or extra carts added or removed will change the monthly cost in direct relation to the then-current cart charge.

Monthly pricing includes a 12 month rate lock and then annually thereafter, rates will be increased on the anniversary date of the contract at a fixed five percent rate for years two and three of the extension.

WM will monitor the Consumer Pricing Index trends and is willing to renegotiate rates and terms with the City of Mandan should we see negative inflationary trends.

Fuel Surcharges:

WM's proposed pricing for curbside collection will include a fuel surcharge, based on a \$5.00 fuel table. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: (["EIA/DOE"](#)). If diesel fuel is below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply to Waste Management's base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	4 Percent

\$5.50 to \$5.75	5 Percent
For every \$0.25 per gallon increase above \$5.75	The Fuel Surcharge will increase by 1%

Recycling Information:

1. SINGLE SORT SPECIFICATIONS:

RECYCLABLES (Recyclable Materials”) must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
--	--------------------

Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material collected by Contractor may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.



Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the raffle permit for the North Dakota Bowling Proprietors Association

STATEMENT/PURPOSE:

Consider approval of the raffle permit for the North Dakota Bowling Proprietors Association

BACKGROUND/ALTERNATIVES:

North Dakota Bowling Proprietors Association is holding a one-time raffle on 11/22/25 at Midway Lanes. Proceeds will go to youth college scholarships for bowlers across North Dakota. See attached permit.

ATTACHMENTS:

1. 2025-57

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for the North Dakota Bowling Proprietors Association.

SUGGESTED MOTION:

City Commission

Agenda Documentation

October 7, 2025

Subject: Consider approval of the raffle permit for the North Dakota Bowling Proprietors Association

Page 2 of 2

I move to approve the raffle permit for the North Dakota Bowling Proprietors Association.



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

Permit Number
2025-57

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 North Dakota Bowling Proprietors Association		Dates Authorized (Read Instruction 2) 11/22/2025	
Organization or Group Contact Person Nadine Swee	E-mail northdakotabpa@gmail.com	Telephone Number 701-361-7983	
Mailing Address 5595 Justice Dr S	City Fargo	State ND	ZIP Code 58104

SITE INFO

Site Name Midway Lanes		County Morton	
Site Address 3327 Memorial Hwy	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 raffle with the drawing to be held on 11/22/2025 at Midway Lanes.			

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 9/23/2025	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 (8-2025)

Paid
9-18-25

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	Dates of Activity (Does not include dates for the sales of tickets)		
North Dakota Bowling Proprietors Association	11-22-2025		
Organization or Group Contact Person	E-mail	Telephone Number	
Nadine Swee	northdakotabpa@gmail.com	701-361-7983	
Business Address	City	State	ZIP Code
5595 Justice Dr S	Fargo	ND	58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name	County		
Midway Lanes	Morton		
Site Physical Address	City	State	ZIP Code
3327 Memorial Hwy	Mandan	ND	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.)			
This will be a one time raffle. Tickets will be sold ahead of time, and the drawing will be help on 11/22/2025 at the High School Bowling Tournament held at Midway Lanes			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash Prizes to be Drawn	3,500.00
Total (limit \$50,000 per year)		\$ 3,500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
The proceeds of the raffle go to youth college scholarships for bowlers across North Dakota
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 \$50,000 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	Telephone Number	E-mail Address
Nadine Swee	701-361-7983	northdakotabpa@gmail.com
Signature of Organization Group's Permit Organizer	Title	Date
	Executive Director	9/15/2025

NDBPA - Charitable Bowling Council

Purchase a ticket and your donation goes to support youth bowlers through college scholarships.

12 CASH PRIZES TOTAL:

- | | | |
|--------------------|----------------|----------------|
| \$1000 Cash | 2 - \$500 Cash | 2 - \$250 Cash |
| 3 - \$200 Cash | 4 - \$100 Cash | |

Drawing to be held at the ND State High School Bowling Tournament

November 22, 2025 - 3:00 PM

Midway Lanes - 3327 Memorial Hwy - Mandan, ND 58554*

*do not need to be present to win

\$1.00 per Ticket

City of Mandan Permit #000000



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the raffle permit for The Optimist Club

STATEMENT/PURPOSE:

Consider approval of the raffle permit for The Optimist Club

BACKGROUND/ALTERNATIVES:

The Optimist Club is holding a 50/50 raffle on 10/11/2025 at Midway Lanes. 50% of the proceeds will go to Fosters Hope. See attached permit.

ATTACHMENTS:

1. 2025-58

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for The Optimist Club.

SUGGESTED MOTION:

I move to approve the raffle permit for The Optimist Club.



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

Permit Number
2025-58

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 Optimist Club		Dates Authorized (Read Instruction 2) 10/11/2025	
Organization or Group Contact Person Rhonda Krueger	E-mail rhona.krueger@benedictineliving.org	Telephone Number 701-204-3770	
Mailing Address PO Box 511	City Bismarck	State ND	ZIP Code 58502

SITE INFO

Site Name Midway Lanes		County Morton	
Site Address 3327 Memorial Hwy.	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.) 50/50 raffle to be held on 10/11/2025 at Midway Lanes			

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:

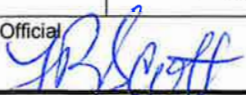
- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(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 9/23/2025	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 Optimist Club		Dates of Activity (Does not include dates for the sales of tickets) October 11th 2025	
Organization or Group Contact Person Rhonda Krueger	E-mail Rhonda.Krueger@benedictineliving.org	Telephone Number 201-3170	
Business Address PO Box 511	City Bismarck	State ND	ZIP Code 58502
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Midway Lanes		County	
Site Physical Address 3327 Memorial Hwy	City Mandan ND	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.) October 11th -> Bowling Tournament for Charity			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	half of the money to Fosters Hope	depends on sales
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Our charity for this years tournament is fosters hope	
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 Rhonda Krueger	Telephone Number ND 201-3170	E-mail Address Rhonda.Krueger@benedictineliving.org
Signature of Organization Group's Permit Organizer Rhonda Krueger	Title Committee member for fundrais	Date 9-5-25

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: October 7, 2025
PREPARATION DATE: September 26, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approving recommended Dental and Vision insurance carrier changes for plan year 2026

STATEMENT/PURPOSE:

To finalize approval of the recommended Dental and Vision carriers for the City's employee benefit plans effective January 1, 2026.

BACKGROUND/ALTERNATIVES:

The HR team, in coordination with Brown & Brown (the City's insurance broker), reviewed multiple carrier options for Dental and Vision coverage. After evaluating networks, premiums, and overall plan value, the following recommendations were made:

- Dental: Transition to Equitable
- Vision: Transition to MetLife (through NDPHIT)

These options were selected because they offer stronger provider networks, more consistent in-network coverage, and help keep premiums reasonable for employees. The recommendations were reviewed by the Health Insurance Committee on September 23, 2025, and the committee expressed support for these changes.

ATTACHMENTS:

1. City of Mandan Dental Renewal_Equitable
2. 2026 City of Mandan Renewal Presentation Vision Proposal

FISCAL IMPACT:

The City does not contribute to Dental or Vision premiums. These benefits are fully employee-paid, and the recommended carrier changes do not affect the City's budget.

STAFF IMPACT:

Minimal. HR will provide communication and education to employees on the new carriers during open enrollment. No ongoing staff impact is anticipated.

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the proposed changes to the City's Dental and Vision carriers effective January 1, 2026, with Equitable as the Dental carrier and MetLife (through NDPHIT) as the Vision carrier.

SUGGESTED MOTION:

I move to approve the recommended changes to the City's Dental and Vision carriers effective January 1, 2026, designating Equitable as the Dental carrier and MetLife (through NDPHIT) as the Vision carrier.

						
Dental	AM Best A++					
	QUOTE					
	90th R&C (\$1000)			90th R&C (\$2000)		
FINANCIAL						
Annual Premium	\$78,557					
Difference from Current	-9.8% -\$7,929					
Rate Guarantee	24					
Dental Rate						
Rate Basis	Per employee per month					
	EE	42	\$33.10	EE	7	\$45.90
	EE +	18	\$67.20	EE +	1	\$90.55
	FA	18	\$122.90	FA	8	\$165.32
Employer Contribution	0%					
Broker Commissions	Flat 10%					
Admin / Implementation Credit	--					
Packaged Discount	--					
ELIGIBILITY						
Deferred Services - Timely	No Waiting Period					
Deferred Services - Late	12 month for 2,3,4 types only if outside of OE, AE, or qualifying event					
ENTRANTS						
NETWORK						
Network	PPO					
Usual & Customary (UCR)	90th R&C (\$1000)			90th R&C (\$2,000)		
ADMINISTRATION						
Missing Tooth Exclusion	Not included					
ANNUAL DEDUCTIBLE						
	In-Network					
Annual Deductible - Individual	\$100					
Annual Deductible - Family	\$300					
Deductible Waived for Type I	Yes					
MAXIMUM						
Preventive Apply Towards Annual Max	No					
	In-Network			In-Network		
Annual Maximum	\$1,000			\$2,000		
Maximum Carryover	n/a					
Carryover Accumulation	n/a					
DIAGNOSTIC & PREVENTIVE SERVICES						
	In-Network					
Oral Exams	100%					
Full Mouth X-rays	100%					
Space Maintainers	80%					
Sealants	80%					
RESTORATIVE SERVICES						
	In-Network					
Amalgam (Silver) Fillings	80%					
Composite (White) Fillings	80%					
Simple Extractions	80%					
SURGICAL SERVICES						
	In-Network					
Endodontics	50%					
Periodontics (Non Surgical)	50%					
Periodontics (Surgical)	50%					
Oral Surgery (Complex)	50%					
Prosthodontics (Dentures)	50%					
Prosthodontics (Bridges)	50%					
Implants	50%					
	In-Network					
Cast Restoration (Inlay, Onlay, or Crown)	50%					
ORTHODONTIA SERVICES						
Orthodontia Eligibility	Child only (up to age 19)					
	In-Network					
Orthodontia Services	50%					
Orthodontia Lifetime Maximum	\$1,000					
FREQUENCIES						
Oral Exam Frequency	2 per calendar year					
Cleaning Frequency	2 per calendar year					
Full Mouth X-ray Frequency	1 per 3 yrs					

	Renewal
Carrier	Metlife
AM Best Rating	A
Benefit Frequency	In-network / Out-of-Network
Exam	12 Months / 12 Months
Frames	24 Months / 24 Months
Lenses	12 Months / 12 Months
Contacts (in Lieu of glasses)	12 Months / 12 Months
Plan Provisions	
Eye Exam	\$10 Copay / Up to \$45 Reimbursed
Single Vision Lenses	\$10 Copay / Up to \$30 Reimbursed
Bifocal Lenses	\$10 Copay / Up to \$50 Reimbursed
Trifocal Lenses	\$10 Copay / Up to \$65 Reimbursed
Basic Progressive Lenses	\$10 Copay / Up to \$50 Reimbursed
Contacts	
Fitting & Evaluation	Covered in full with copay not to exceed \$60 / Applied to the allowance for the contact lenses
Contacts - Elective	\$0 Copay & up to \$150 allowance (in place of lenses)/ Up to \$105 Reimbursed
Contacts Necessary	\$10 Copay / Up to \$210 Reimbursed
Photochromic	Limited to negotiated copay / Not Covered
Frames	
Coverage Allowance	\$150 Allow. / Up to \$70 Reimbursed
Coverage Above Allowance	None / None
Corrective Vision Services	\$0.00
Lasik Discount	15% / 15%
Tiers and Enrollment	Premium
Employee Only	\$9.24
Employee + Spouse	\$18.52
Employee + Children	\$15.68
Employee + Family	\$25.86
Rate Guarantee	12/31/2026



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 29, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider Final Plat for Kahl Irey Addition.

STATEMENT/PURPOSE:

Consider Final Plat for Kahl Irey Addition.

BACKGROUND/ALTERNATIVES:

The Planning & Zoning Commission recommended approval of the final plat of the Kahl Irey Addition at their September 22, 2025 meeting, and the preliminary plat and master plan at the July 28, 2025 meeting. The preliminary plat and master plan were approved by City Commission at the August 19, 2025 meeting. The September 4, 2025 pre planning meeting recommended the subdivision to be renamed to avoid confusion with another similarly named subdivision. The updated plat name to Kahl Irey Addidtion, is shown on the plat's final version.

This proposed final plat is located in the SE1/4 of Section 32, T139N R81W, 5th PM, Morton County, ND, within the ETJ. This portion of the SE ¼ of Section 32 has been previous partially platted as Lot "A", and has four existing lots, Lot 1 of Lot "A", Lot 2 of Lot "A", Lot 3 of Lot "A", and the remainder of Lot "A". The applicant proposes to add two additional Lots, Lots 1 and 2 of Block 1, both containing 1.5 acres.

Staff requested that a master plan be created for the remainder of Lot "A" in the NE1/4SE1/4, though not the full extent of Lot "A", in order to have a future understanding of access and development potential. This has been included in the application and shows future roadway access surrounding the property as well as an internal 66' road right of way, with a potential for 8 additional large residential lots. This will be recorded with the final plat.

Plat Details

Total Area: 3 acres to be platted into Lots 1 and 2 of Block 1

Configuration

Two lots within one block

Access

Access to both lots is via a 40' wide access easement running west across Lot "A" from existing 22 ½ Avenue through Lot 1, Block 1 to Lot 2, Block 1. A culvert may be required for this access during the driveway and building permit process.

Zone Change Request

- No zone change request is being made at this time.

Adjacent Zoning, Land Use, and Future Land Use

Adjacent Zoning: North/South/East/West – Agricultural

The future land use plan designates this area as public land, and is shown outside the 2030 growth boundary. The very low density residential nature of the development should be in line with this.

Public Outreach and Application Details

Application Received: August 22, 2025

Application Fee: \$450.00

Notifications: Letters sent to 3 adjacent property owners

Findings of Fact

Final Plat

1. All technical requirements for approval of a final 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
6. The proposed subdivision would not adversely affect the public health, safety, and general welfare.

Attachments:

1. Application
2. Final Plat
3. Location Map
4. Exhibit
5. Future Plan

ATTACHMENTS:

1. Application_Redacted
2. Kahl Irey Addition Final Plat
3. Location Map
4. Exhibit
5. Future Plan

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

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

RECOMMENDATION:

Planning Staff and the Planning and Zoning Commission recommend approval of the final plat.

SUGGESTED MOTION:

I move to approve the final plat for Kahl Irey 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)
X 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)	
The applicant wants to provide 2 lots for their children's homes. The applicant would prefer to have these lots platted as Auditor's Lots instead of a subdivision.	

Engineer/Surveyor			Property Owner or Applicant		
Name Sauber Engineering			Name Kahl Family Trust		
Address [REDACTED]			Address [REDACTED]		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email [REDACTED]			email [REDACTED]		
Phone [REDACTED]		Fax [REDACTED]	Phone [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	X	ETA	X	New	Addition	Agriculture	Kahl Subdivision
Property Address				Legal Description			
N/A				Portion of Lot A of the SE 1/4			
Current Use							
Agriculture							
Proposed Use							
Residential							
Parcel Size		Building Footprint		Stories	Building SF	Required Parking	Provided Parking
3 Ac.							

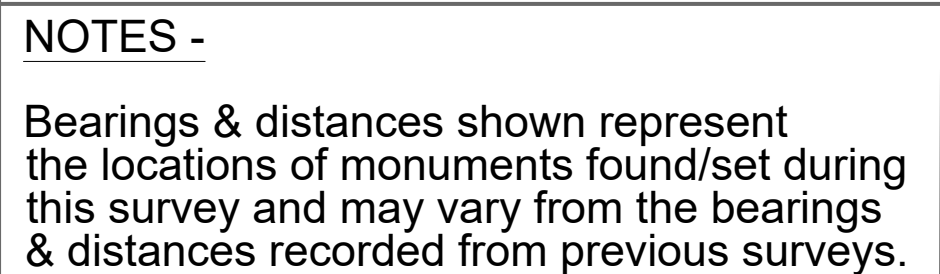
Print Name Paige Trey	Signature <i>paige</i>	Date 8/20/25
--------------------------	---------------------------	-----------------

Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$ 450	Date: 8-22-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Updated 1/1/2024

N:\PLANNING & ZONING\0. Administration\Application Documents\Development Application - January 1, 2024.docx

A PORTION OF LOT "A" OF THE SE 1/4 OF SECTION 32
TOWNSHIP 139 NORTH, RANGE 81 WEST, 5th PRINCIPAL MERIDIAN
CITY OF MANDAN, EXTRATERRITORIAL JURISDICTION
MORTON COUNTY, NORTH DAKOTA



SAUBER
ENGINEERING

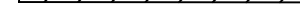
LEGEND -

Monument Found ●

Monument Set w/BPC (LS-8427) ○

Qtr. Section Line _____

Section Line _____

40' Access Easement 

Adjacent Lots

Parcel Data		
Lot 1	1.50 ACRES	65,340 SQ FT
Lot 2	1.50 ACRES	65,340 SQ FT
TOTAL	3.00 ACRES	130,680 SQ FT

MORTON COUNTY AUDITOR

Jarek Wigness - Mandan City Engineer



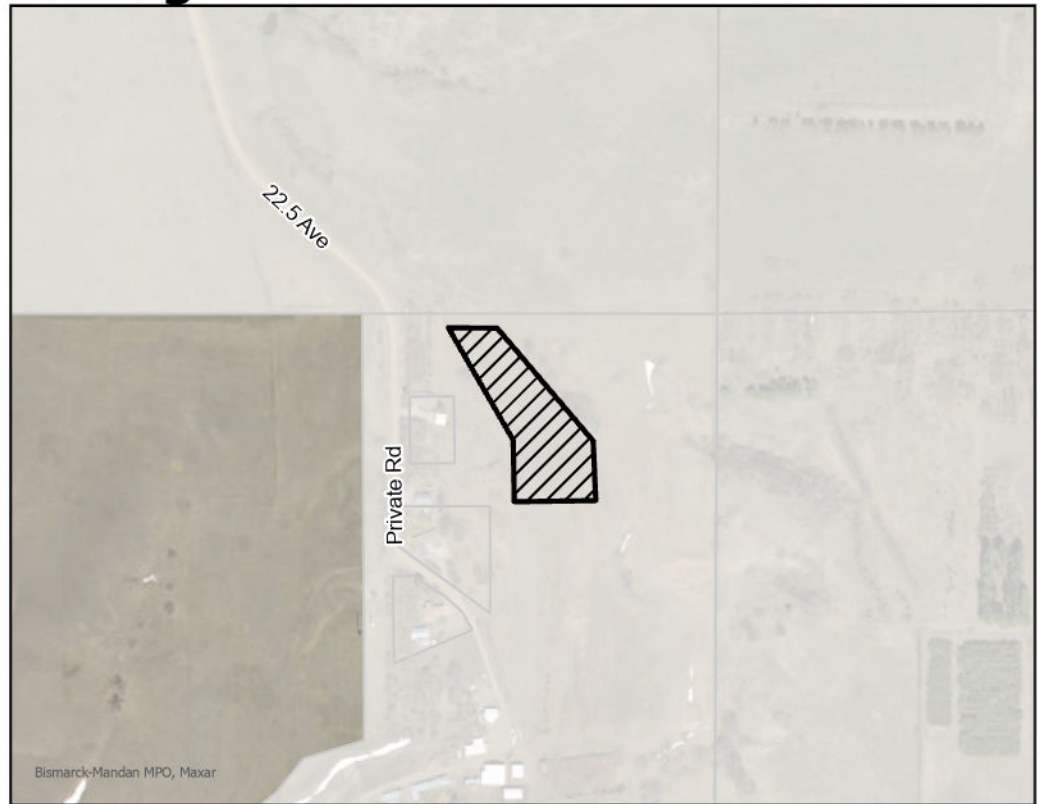
Zoning and Future Land Use Reference Map

Kahl Subdivision

Zoning Map Key

- | | |
|---|---|
| Agriculture - City of Mandan | MD - Heavy Commercial/Heavy Industrial Restricted |
| Agriculture - Morton County | MHS - Trailer Park |
| CA - Neighborhood Commercial | PUD - Planned Unit Development |
| CB - Business Commercial | R3.2 - Residential Single & Two Family |
| CC - Commercial/Light Industrial Transition | R7 - Residential Single Family |
| DC - Downtown Core | RH - Residential Mobile Home Park |
| DF - Downtown Fringe | RM - Residential Multi-family Dwellings |
| Industrial - Morton County | RMH - Residential Mobile Home Subdivision |
| LSMHS - Trailer Park Subdivision | Residential - County Residential Zoning |
| MA - Heavy Commercial/Light Industrial | ROW - Right-of-Way |
| MB - Heavy Commercial/Heavy Industrial | June '25 Planning Activities |
| MC - Heavy Commercial/Light Industrial Restricted | |

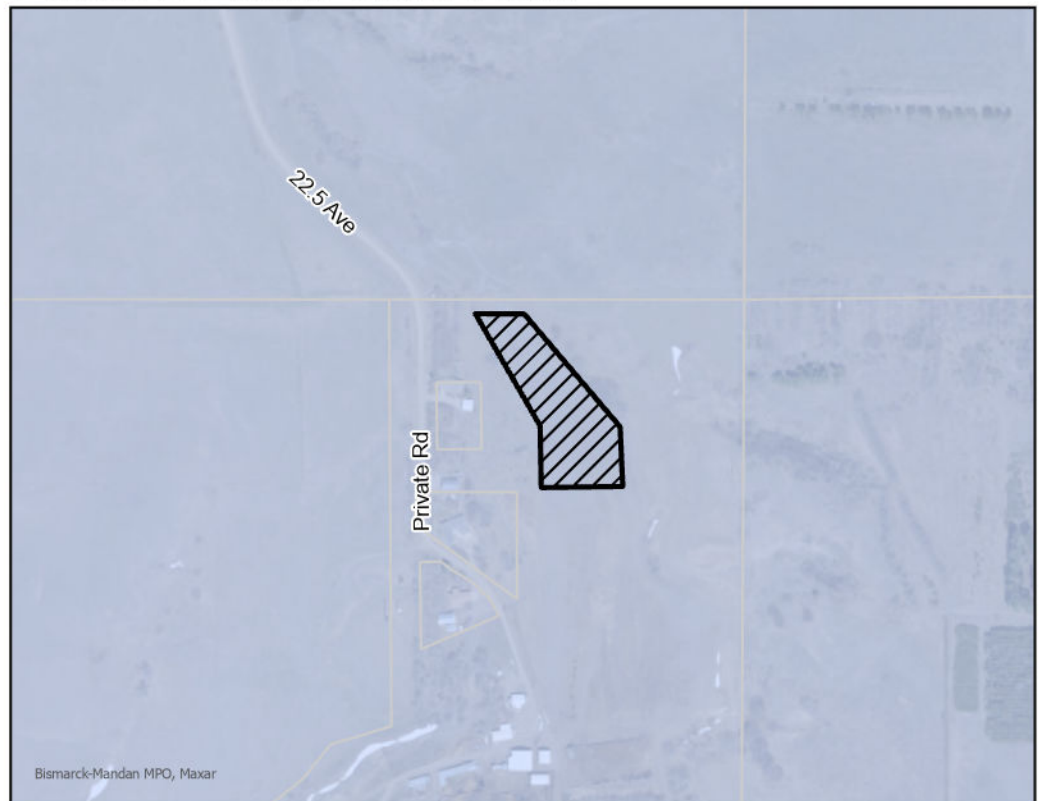
Zoning



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 |
| June '25 Planning Activities |



0 0.1 0.2 0.4 Miles

City of Mandan
Planning Department
5/23/25

N

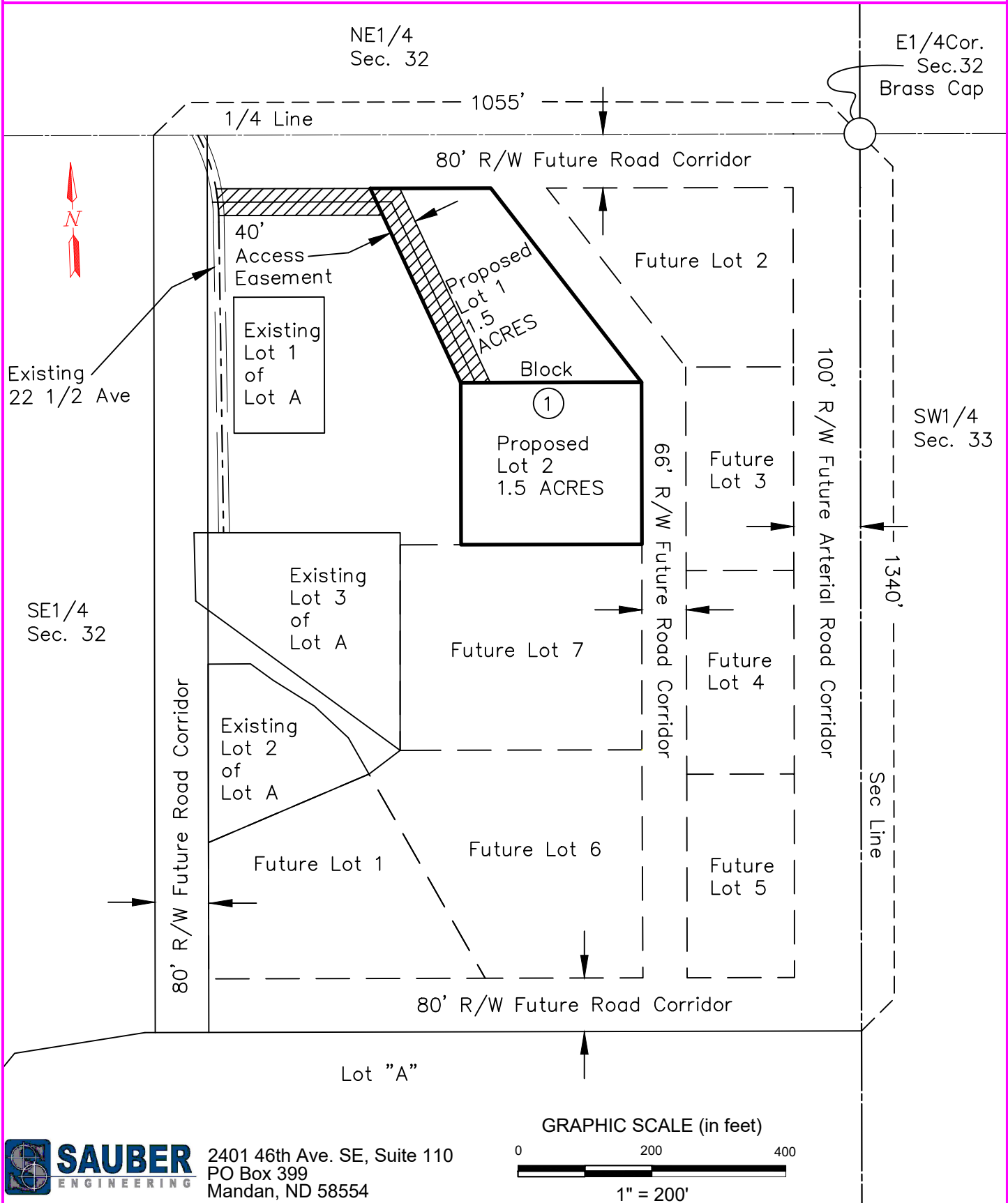
KAHL SUBDIVISION

A PORTION OF LOT "A" OF THE SE 1/4 OF SECTION 32
TOWNSHIP 139 NORTH, RANGE 81 WEST, 5th PRINCIPLE PAL MERIDIAN
MORTON COUNTY, NORTH DAKOTA



KAHL ADDITION FUTURE PLAN

A PORTION OF LOT "A" OF THE SE 1/4 OF SECTION 32
TOWNSHIP 139 NORTH, RANGE 81 WEST, 5th PRINCIPAL MERIDIAN
MORTON COUNTY, NORTH DAKOTA





City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: 2024 Street Rehabilitation (SID 235) – Engineering Task Order 23590 Amendment 3

STATEMENT/PURPOSE:

To review and consider amendment 3 for the 2024 Street Rehabilitation Project: SID 235. Amendment 3 includes engineering services to complete additional work throughout the project.

BACKGROUND/ALTERNATIVES:

Moore Engineering is providing construction engineering for the SID 235 street rehabilitation project. The project included mill and overlay, chip seal, concrete work, and water main installation. During construction, several items were added to the project scope. Two blocks of water main replacement and a storm sewer network were designed and constructed and the intersection of Main St and Shady Lane was regraded and reconstructed. These items required stamped engineering plans and construction oversight. Additionally, the initial contractor schedule showed substantial completion in October 2024. The contractor has now reached substantial completion in 2025. The contractor met the completion date in the agreement, but the extended construction schedule required additional construction oversight.

ATTACHMENTS:

1. 23590_Amendment3_AddlServices

FISCAL IMPACT:

Amendment #3 is in the amount of \$52,500.

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 approve Engineering Amendment 3 in the amount of \$52,500 for Mandan 2024 Street Rehabilitation Project (SID 235).

SUGGESTED MOTION:

I move to approve Engineering Amendment 3 for Task Order 23590 for Mandan 2024 Street Rehabilitation Project (SID 235).

Amendment No. 3 To Task Order No. 23590

1. Background Data:

- A. Effective Date of Task Order: October 17, 2023
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: Mandan 2024 Street Rehabilitation (SID #235)

2. Description of Modifications

- A. The purpose of this Amendment is to add work to the Project that was not included in the original scope of work agreed upon by Owner and Engineer. Engineer shall perform the following Additional Services:
 - 1. Area 1 Stormwater Outfall – provide design and construction phase services related to a new stormwater outfall on the west side of Area 1 through Teamsters Park.
 - 2. Shady Lane and East Main St. Intersection – provide design and construction phase services related to grading, paving and NDDOT coordination at and adjacent to the intersection.
 - 3. Additional Water Main - provide design and construction phase services related to two blocks of new water main added to Area 2 as requested by Owner.
 - 4. Additional Concrete Pavement – during the milestone construction field walkthrough, Owner identified new areas for additional concrete pavement that was not originally included. Field layouts and construction engineering services were required.
 - 5. Construction Contract Duration – the original contract for Construction Phase services was based on the assumption that construction would be substantially complete in October 2024. Due to factors beyond Engineer’s control and additional Work completed by Contractor, substantial completion was not achieved until September 2025. Additional services were required for Resident Project Representative and construction contract administration throughout the extended contract period.
- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- C. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **\$52,500.00**. Part 6.A of the Task Order is modified as follows:

Total Compensation	<u>\$1,043,944.00</u>	\$991,444.00
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- E. The schedule for rendering services under this Task Order is modified as follows: It is anticipated that Substantial Completion will occur in 2025 and Final Completion in 2026.
- F. Other portions of the Task Order (including previous amendments, if any) are modified as follows:
N/A
- G. Attachments: N/A

3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$171,229
B.	Net change for prior amendments:	\$820,215
C.	This amendment amount:	\$52,500
D.	Adjusted Task Order amount:	\$1,043,944

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 7, 2025.

OWNER: **City of Mandan**

ENGINEER: **Moore Engineering, Inc.**

Signed: _____

Signed: Carl Jackson _____

Name: _____

Name: Carl Jackson, PE

Title: _____

Title: Market Leader

Date
Signed: _____

Date
Signed: 10-1-2025



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider Approval of a budget amendment for the Police Department due to a donation from the Mandan Eagles

STATEMENT/PURPOSE:

Consider approval of a budget amendment to recognize a \$1,500.00 donation from the Mandan Eagles Club to the Police Department's Advertising/Public Relations fund (121-57110). These funds will be allocated for the purchase of candy for the annual Trunk-or-Treat event and the candy will be distributed among the Police Department, Fire Department, and other City Departments.

BACKGROUND/ALTERNATIVES:

Consider approval of a budget amendment to recognize a \$1,500.00 donation from the Mandan Eagles Club to the Police Department's Advertising/Public Relations fund (121-57110). These funds will be allocated for the purchase of candy for the annual Trunk-or-Treat event and the candy will be distributed among the Police Department, Fire Department, and other City Departments.

ATTACHMENTS:

None

FISCAL IMPACT:

\$1,500.00 will be added to the Police Department's Advertising/Public Relations fund.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the budget amendment to recognize a \$1,500.00 donation from The Mandan Eagles Club to the Police Department's Advertising/Public Relations fund.

SUGGESTED MOTION:

I move to approve the budget amendment to recognize a \$1,500.00 donation from The Mandan Eagles Club to the Police Department's Advertising/Public Relations fund.



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consider accepting the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) Grant

STATEMENT/PURPOSE:

Consider accepting the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) Grant

BACKGROUND/ALTERNATIVES:

I respectfully request approval from the City Commission for the Mandan Fire Department to accept a Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,602,000 through DHS. This grant opportunity is intended to help departments increase or maintain the number of trained, "front line" firefighters available in communities. Acceptance of the SAFER Grant will allow us to bolster our staffing levels in response to the increasing service demands within the city by providing funding for salary and benefits over a three-year period. This is an excellent opportunity to address our personnel needs without placing an immediate financial burden on the city. The award package consists of funding for 6 additional firefighters. This hiring is in alignment with the strategic and long-term goals of the department and provides the financial wherewithal to sustain the local cost share throughout our ten-year planning cycle. The SAFER Grant is structured as follows:

Years 1 & 2: SAFER covers up to 75% of each firefighter's usual annual cost.

Year 3: SAFER covers up to 35%.

Year 4 & Beyond: City incurs all expenses.

As a reminder, we would like to note that with accepting the award and hiring six additional firefighters, we would also need to promote/hire three additional shift captains to ensure we are maintaining an adequate span of control for our personnel. The annual additional cost of a shift captain is approximately \$7K per fire captain. The additional

compensation is not eligible for grant reimbursement and was noted when we discussed the SAFER Grant in June 2025.

ATTACHMENTS:

1. SAFER Award Package

FISCAL IMPACT:

Year 1:

City share of 6 firefighters: \$133,501	Federal share of 6 firefighters: \$400,500
---	--

Year 2:

City share of 6 firefighters: \$156,128	Federal share of 6 firefighters: \$400,500
---	--

Year 3:

City share of 6 firefighters: \$393,725	Federal share of 6 firefighters: \$186,900
---	--

Total Grant Project: \$1,602,000

(Total 3-year City of Mandan cost share: \$683,354)

(Total 3-year Federal award: \$987,900)

*Cost included salaries and benefits.

STAFF IMPACT:

Staff has met and will continue to meet with Human Resources to coordinate the hiring/promotional processes.

LEGAL REVIEW:

Attorney Oster's office has reviewed this information.

RECOMMENDATION:

To allow staff to accept the SAFER Grant in the amount of \$1,602,000 for the hiring of 6 additional firefighters and amend the 2026 budget accordingly.

SUGGESTED MOTION:

I move to allow staff to accept the SAFER Grant in the amount of \$1,602,000 to hire 6 additional personnel.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025



Shane Weltikol
CITY OF MANDAN
205 2ND AVE NW
MANDAN, ND 58554

EMW-2024-FF-00671

Dear Shane Weltikol,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$987,900.00 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of <u>Actual</u> Costs	Federal Share: Percentage of <u>Actual</u> Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MANDAN

UEI-EFT: FB4EB5BGBJK6

Award number: EMW-2024-FF-00671

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was \$534,000.00. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	\$400,500.00
Second Year	75%	\$400,500.00
Third Year	35%	\$186,900.00

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$360,762.00	\$360,762.00	\$360,762.00	\$1,082,286.00
Fringe benefits	\$173,238.00	\$173,238.00	\$173,238.00	\$519,714.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$400,500.00	\$400,500.00	\$186,900.00	\$987,900.00
Non-federal	\$133,500.00	\$133,500.00	\$347,100.00	\$614,100.00
Total	\$534,000.00	\$534,000.00	\$534,000.00	\$1,602,000.00

Program Income	\$0.00
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Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)			
BENEFITS FUNDED			
The city covers 100% of a Single policy monthly premiums. Employer contribution for other plans follow the 5 year vesting schedule below. After 5 years the city will covers 100% of premiums for family plans. Coverage for a new employee begins the first of the month following the month employment begins.			
NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
6	\$60,127.00	\$28,873.00	\$89,000.00
3 YEAR TOTAL			
	\$1,602,000.00		
CHANGE FROM APPLICATION			
Benefits funded changed			
JUSTIFICATION			
Applicant's explanation was more than 2000 words, so we narrowed it down. Please see attachment for complete explanation.			

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF MANDAN

UEI-EFT: FB4EB5BGBJK6

Award number: EMW-2024-FF-00671

Table of contents

Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
Article 9	Civil Rights Act of 1964 – Title VI
Article 10	Civil Rights Act of 1968
Article 11	Communication and Cooperation with the Department of Homeland Security and Immigration Officials
Article 12	Copyright
Article 13	Debarment and Suspension
Article 14	Drug-Free Workplace Regulations
Article 15	Duplicative Costs
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 17	Energy Policy and Conservation Act
Article 18	Equal Treatment of Faith-Based Organizations
Article 19	Anti-Discrimination
Article 20	False Claims Act and Program Fraud Civil Remedies
Article 21	Federal Debt Status
Article 22	Federal Leadership on Reducing Text Messaging while Driving
Article 23	Fly America Act of 1974
Article 24	Hotel and Motel Fire Safety Act of 1990
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019

Article	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
26	
Article	Lobbying Prohibitions
27	
Article	National Environmental Policy Act
28	
Article	National Security Presidential Memorandum-33 (NSPM-33) and provisions of the
29	CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254
Article	Non-Supplanting Requirement
30	
Article	Notice of Funding Opportunity Requirements
31	
Article	Patents and Intellectual Property Rights
32	
Article	Presidential Executive Orders
33	
Article	Procurement of Recovered Materials
34	
Article	Rehabilitation Act of 1973
35	
Article	Reporting Recipient Integrity and Performance Matters
36	
Article	Reporting Subawards and Executive Compensation
37	
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction
38	Materials
Article	SAFECOM
39	
Article	Subrecipient Monitoring and Management
40	
Article	System for Award Management and Unique Entity Identifier Requirements
41	
Article	Termination of a Federal Award
42	
Article	Terrorist Financing
43	
Article	Trafficking Victims Protection Act of 2000(TVPA)
44	
Article	Uniting and Strengthening America by Providing Appropriate Tools Required to
45	Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56
Article	Use of DHS Seal, Logo and Flags
46	
Article	Whistleblower Protection Act
47	
Article	Environmental Planning and Historic Preservation (EHP) Review
48	
Article	Applicability of DHS Standard Terms and Conditions to Tribal Nations
49	
Article	Acceptance of Post Award Changes
50	

Article	Disposition of Equipment Acquired Under the Federal Award	51
Article	Prior Approval for Modification of Approved Budget	52
Article	Indirect Cost Rate	53
Article	Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification	54
Article	Award Performance Goals	55
Article	Termination of the Federal Award (Updated)	56
Article	Payment Information (Updated)	57
Article	Non-Applicability of Specific Agreement Articles	58
Article	Non-Applicability of Specific Agreement Articles	59

Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 17	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18**Equal Treatment of Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19**Anti-Discrimination**

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26 **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27 **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29 **National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**
(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

Article 30	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 40	Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 43	Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

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

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

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 Disposition of Equipment Acquired Under the Federal Award

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

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

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

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

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

Article 55 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
 - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
 - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
 - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
 - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
 - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
 - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
 - vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
 - Is funding provided directly or indirectly to a subrecipient?
 - If no, include statement "This grant funding is not being directed to a subrecipient."
 - If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.
5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59 Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FF-00671	2. Amendment No. N/A	3. Recipient No. 456002118	4. Type of Action AWARD	5. Control No. WX02142N2025T
6. Recipient Name and Address CITY OF MANDAN 210 2ND AVE NW MANDAN, ND 58554		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742
9. Name of Recipient Project Officer Shane Weltikol	9a. Phone No. 7014254822	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 09/20/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/19/2026 to 03/18/2029 Budget Period 03/19/2026 to 03/18/2029	

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	\$0.00	\$987,900.00	\$987,900.00	\$614,100.00
Totals			\$0.00	\$987,900.00	\$987,900.00	\$614,100.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	
Stacey Street, Deputy Assistant Administrator Grants Program Directorate					09/20/2025	



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: October 1, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025.

STATEMENT/PURPOSE:

Consider the assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025.

BACKGROUND/ALTERNATIVES:

Weed Cutting of 2025 – For the eradication, cutting or control of noxious weeds or tall grasses exceeding six inches in height. The assessment for these costs are allowed under the Mandan Code of Ordinances Section 16-5-5. The Notices for these assessments were published in the Mandan News on September 12, 2025 and September 19, 2025.

Health & Safety of 2025 – For the repair of curb stops, water & sewer service lines, lot clearing, and the removal of diseased trees. The assessment for these costs are allowed under the Mandan Code of Ordinances Section 2-5-1, Section 16-3-10, and Section 16-4-7. The Notices for these assessments were published in the Mandan News on September 12, 2025 and September 19, 2025.

Sidewalks of 2025 – For the construction, repair or rebuilding of sidewalks, curbs or gutters. The assessment for these costs are allowed under the Mandan Code of Ordinances Section 115-7-3. The Notices for these assessments were published in the Mandan News on September 12, 2025 and September 19, 2025.

Delinquent Alarm System Accounts for 2025 – For annual or false alarms fees. The

assessment for these costs are allowed under the Mandan Code of Ordinances Section 8-2-4. The written notifications for these assessments were sent by the police department to the respective property owners.

Delinquent Utility Billing Accounts for 2025 – For utility services supplied, provided or furnished to customers. The assessment for these costs are allowed under the Mandan Code of Ordinances Section 2-5-3 and Section 117-7-2. Written notifications for these assessments were sent by the utility billing department to the respective property owners.

ATTACHMENTS:

1. 2025 Weeds WC25A FINAL
2. 2025 Health & Safety HS25A FINAL
3. 2025 Sidewalks SW25A FINAL
4. 2025 Alarms DB25 FINAL
5. 2025 Utility Billing DB25 FINAL

FISCAL IMPACT:

- Weed Cutting of 2025 = \$55,811.37 (1-year assessment)
- Health & Safety of 2025 = \$4,130.50 (5-year assessment)
- Sidewalks of 2025 = \$120,090.48 (5-year assessment)
- Delinquent Alarm System Accounts for 2025 = \$577.50 (1-year assessment)
- Delinquent Utility Billing Accounts for 2025 = \$30,871 (1-year assessment)

STAFF IMPACT:

No additional staff impact.

LEGAL REVIEW:

The assessments were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION:

To approve the assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025.

SUGGESTED MOTION:

I move to approve the assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025.

City Commission

Agenda Documentation

October 7, 2025

Subject: Assessments for Weed Cutting of 2025, Health & Safety of 2025, Sidewalks of 2025, Delinquent Alarm System Accounts for 2025, and Delinquent Utility Billing Accounts for 2025

Page 3 of 3

WEED CUTTING OF 2025

NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the cutting, spraying and removal of grass and weeds or caused the performance of such acts which contributed to the general health, safety and welfare of the community.

PARCEL #	ADDRESS	AMOUNT ASSESSED
65-0171660	4920 HARBOR TRL SE	\$330.00
65-0826000	605 3RD ST SW	\$330.00
65-1385000	1204 1ST ST NE	\$330.00
65-1417000	1002 1ST ST NE	\$330.00
65-1444000	307 9TH AVE NE	\$330.00
65-1493000	1310 2ND ST NE	\$495.00
65-1698200	1211 7TH AVE SE	\$330.00
65-1804075	408 15TH ST NE	\$330.00
65-1810990	4300 MCKENZIE DR SE	\$330.00
65-1838700	406 LENA CT SE	\$330.00
65-1838740	501 LENA CT SE	\$330.00
65-2231000	107 5TH AVE NE	\$330.00
65-2511000	211 2ND AVE NE	\$330.00
65-2619000	303 4TH AVE NE	\$990.00
65-2686000	205 3RD ST NW	\$330.00
65-2810000	506 3RD ST NW	\$330.00
65-2996000	1200 1ST ST NW	\$330.00
65-3540000	903 5TH AVE NW	\$330.00
65-3629000	1004 5TH AVE NW	\$330.00
65-3678000	201 7TH AVE SW	\$330.00
65-3684000	210 7TH AVE SW	\$330.00
65-4569000	1404 SUNSET DR NW	\$330.00
65-4611200	1105 6TH AVE NW	\$330.00
65-4856000	507 8TH AVE SW	\$330.00
65-5053000	3500 OLD RED TRL NW	\$495.00
65-5263575	4504 32ND AVE NW	\$660.00
65-5263580	4508 32ND AVE NW	\$660.00
65-5263585	4512 32ND AVE NW	\$660.00
65-5263590	4516 32ND AVE NW	\$660.00
65-5263595	4520 32ND AVE NW	\$660.00
65-5263600	4517 32ND AVE NW	\$660.00
65-5263605	4513 32ND AVE NW	\$660.00
65-5263610	4509 32ND AVE NW	\$660.00
65-5263615	4505 32ND AVE NW	\$660.00
65-5263620	4501 32ND AVE NW	\$660.00
65-5263625	4405 32ND AVE NW	\$660.00
65-5263630	4401 32ND AVE NW	\$660.00
65-5395380	4701 47TH ST NW	\$330.00

65-5395385	4702 47TH ST NW	\$330.00
65-5395390	4608 47TH ST NW	\$330.00
65-5395395	4508 47TH ST NW	\$330.00
65-5395400	4705 OBSIDIAN CT NW	\$330.00
65-5395405	4709 OBSIDIAN CT NW	\$330.00
65-5395410	4713 OBSIDIAN CT NW	\$330.00
65-5395415	4717 OBSIDIAN CT NW	\$330.00
65-5395420	4721 OBSIDIAN CT NW	\$330.00
65-5395425	4725 OBSIDIAN CT NW	\$330.00
65-5395430	4729 OBSIDIAN CT NW	\$330.00
65-5395435	4733 OBSIDIAN CT NW	\$330.00
65-5395440	4737 OBSIDIAN CT NW	\$330.00
65-5395450	4740 OBSIDIAN CT NW	\$412.50
65-5395455	4736 OBSIDIAN CT NW	\$412.50
65-5395460	4732 OBSIDIAN CT NW	\$412.50
65-5395485	4712 OBSIDIAN CT NW	\$330.00
65-5395490	4708 OBSIDIAN CT NW	\$330.00
65-5395495	4704 OBSIDIAN CT NW	\$330.00
65-5395500	4410 47TH ST NW	\$330.00
65-5395505	4400 47TH ST NW	\$330.00
65-5395510	4328 47TH ST NW	\$330.00
65-5395515	4324 47TH ST NW	\$330.00
65-5395520	4320 47TH ST NW	\$330.00
65-5395525	4316 47TH ST NW	\$330.00
65-5395530	4312 47TH ST NW	\$330.00
65-5395535	4308 47TH ST NW	\$330.00
65-5395555	4200 47TH ST NW	\$330.00
65-5395560	4715 OLIVINE AVE NW	\$330.00
65-5395565	4719 OLIVINE AVE NW	\$330.00
65-5395570	4723 OLIVINE AVE NW	\$330.00
65-5395615	4501 47TH ST NW	\$453.75
65-5395620	4413 47TH ST NW	\$330.00
65-5395625	4409 47TH ST NW	\$330.00
65-5395630	4405 47TH ST NW	\$330.00
65-5395635	4401 47TH ST NW	\$330.00
65-5395640	4327 47TH ST NW	\$330.00
65-5395650	4319 47TH ST NW	\$330.00
65-5395655	4309 47TH ST NW	\$330.00
65-5395660	4305 47TH ST NW	\$330.00
65-5395665	4301 47TH ST NW	\$330.00
65-5395670	4201 47TH ST NW	\$330.00
65-5395675	4117 47TH ST NW	\$330.00
65-5395685	4116 47TH ST NW	\$330.00
65-5395690	4112 47TH ST NW	\$330.00
65-5395695		\$475.20
65-5395700		\$514.80
65-5438000	205 12TH ST NW	\$330.00

65-6101820	AUSTIN LANE SE	\$330.00
65-6103221	2909 JUDE LN NW	\$330.00
65-6103235	3005 VIEWPOINT LN NW	\$371.25
65-6108210	1000 19TH ST SE	\$660.00
65-6108380	1309 7TH AVE SE	\$825.00
65-6108480	1409 7TH AVE SE	\$825.00
65-6110725	2413 34TH AVE SE	\$866.25
65-6111050	3110 14TH AVE SE	\$825.00
65-6117925	3011 8TH AVE NW	\$1,072.50
65-6119900	2928 JUDE LN NW	\$495.00
65-6119925	2920 JUDE LN NW	\$412.50
65-6128050	3622 AMITY CIR SE	\$660.00
65-6129675	122 18TH AVE SE	\$412.50
65-6129775	102 18TH AVE SE	\$412.50
65-6129875	92 18TH AVE SE	\$412.50
65-6129975	82 18TH AVE SE	\$412.50
65-6134400	825 MISSOURI DR NE	\$330.00
65-6134425	711 MISSOURI DR NE	\$330.00
65-6134450	621 MISSOURI DR NE	\$330.00
65-6134670	4725 IMPALA CT NW	\$330.00
65-6136130	3801 AMARI LOOP NW	\$9.17
65-6136140	3805 AMARI LOOP NW	\$9.17
65-6136150	3809 AMARI LOOP NW	\$9.17
65-6136160	3813 AMARI LOOP NW	\$9.17
65-6136170	3817 AMARI LOOP NW	\$9.17
65-6136180	3821 AMARI LOOP NW	\$9.17
65-6136190	3825 AMARI LOOP NW	\$9.17
65-6136200	3829 AMARI LOOP NW	\$9.17
65-6136210	3833 AMARI LOOP NW	\$9.17
65-6136220	3837 AMARI LOOP NW	\$9.17
65-6136230	3903 AMARI LOOP NW	\$9.17
65-6136240	3907 AMARI LOOP NW	\$9.17
65-6136250	3911 AMARI LOOP NW	\$9.17
65-6136260	3915 AMARI LOOP NW	\$9.17
65-6136270	3919 AMARI LOOP NW	\$9.17
65-6136280	3923 AMARI LOOP NW	\$9.17
65-6136290	3927 AMARI LOOP NW	\$9.17
65-6136300	4001 AMARI LOOP NW	\$9.17
65-6136310	4005 AMARI LOOP NW	\$9.17
65-6136320	4009 AMARI LOOP NW	\$9.17
65-6136330	4013 AMARI LOOP NW	\$9.17
65-6136340	4017 AMARI LOOP NW	\$9.17
65-6136350	4021 AMARI LOOP NW	\$9.17
65-6136360	3918 AMARI LOOP NW	\$9.17
65-6136370	4004 AMARI LOOP NW	\$9.17
65-6136380	4010 AMARI LOOP NW	\$9.17
65-6136390	4016 AMARI LOOP NW	\$9.17

65-6136400	4022 AMARI LOOP NW	\$9.17
65-6136410	4028 AMARI LOOP NW	\$9.17
65-6136430	3808 AMARI LOOP NW	\$9.17
65-6136440	3814 AMARI LOOP NW	\$9.17
65-6136450	3820 AMARI LOOP NW	\$9.17
65-6136460	3826 AMARI LOOP NW	\$9.17
65-6136470	3832 AMARI LOOP NW	\$9.17
65-6136480	3838 AMARI LOOP NW	\$9.17
65-6136490	3910 AMARI LOOP NW	\$9.17
65-6136575	1125 LAKOTA PL NE	\$330.00
65-6136605	1120 LAKOTA PL NE	\$330.00
65-6136620	1116 LAKOTA PL NE	\$330.00
65-6136665	1104 LAKOTA PL NE	\$330.00
65-6136680	1101 CHIPPEWA LOOP NE	\$330.00
65-6136695	1105 CHIPPEWA LOOP NE	\$330.00
65-6136860	1102 CHIPPEWA LOOP NE	\$330.00
65-6136875	1031 LAKOTA AVE NE	\$330.00
65-6137040	805 LAKOTA AVE NE	\$330.00
65-6137055	711 LAKOTA AVE NE	\$330.00
65-6137070	707 LAKOTA AVE NE	\$330.00
65-6137085	703 LAKOTA AVE NE	\$330.00
65-6137100	910 LAKOTA AVE NE	\$330.00
65-6137115	906 LAKOTA AVE NE	\$330.00
65-6137130	808 LAKOTA AVE NE	\$330.00
65-6137145	804 LAKOTA AVE NE	\$330.00
65-6137160	710 LAKOTA AVE NE	\$330.00
65-6137220	1022 LAKOTA AVE NE	\$330.00
65-6137280	1006 LAKOTA AVE NE	\$330.00
65-6137295	1002 LAKOTA AVE NE	\$330.00
65-6137355	1017 CHIPPEWA AVE NE	\$330.00
65-6137415	1026 CHIPPEWA AVE NE	\$330.00
65-6137475	1010 CHIPPEWA AVE NE	\$330.00
65-6137540	1601 18TH AVE SE	\$412.50
65-6137560	1609 18TH AVE SE	\$412.50
65-6137580	1617 18TH AVE SE	\$412.50
65-6137660	800 16TH ST NE	\$660.00
65-6137760	626 16TH ST NE	\$660.00
65-6140000	550 OLD RED TRAIL	\$330.00
65-6140025	610 OLD RED TRAIL	\$330.00
65-6140050	520 OLD RED TRAIL	\$330.00

TOTAL	\$55,811.37
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TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 7, 2025 at 5:30 p.m. at which meeting action will be taken

upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish:

September 12, 2025
September 19, 2025

Dayne Anderson

HEALTH & SAFETY OF 2025

NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the performance of such acts which contributed to the general health, safety and welfare of the community.

<u>PARCEL #</u>	<u>ADDRESS</u>	<u>AMOUNT ASSESSED</u>
65-0614000	702 6TH AVE NE	\$4,130.50

TOTAL	\$4,130.50
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TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 7, 2025 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish:	September 12, 2025	Dayne Anderson
	September 19, 2025	

SIDEWALKS OF 2025

NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused sidewalks to be constructed, replaced or repaired and the cost thereof.

<u>PARCEL #</u>	<u>ADDRESS</u>	<u>AMOUNT ASSESSED</u>
65-0400000	4109 38TH AVE NW	\$11,565.54
65-2715000	305 3RD AVE NW	\$3,639.90
65-6125155	2420 WATER PARK LOOP SE	\$20,536.93
65-6125180	4622 FAIRWATER WAY SE	\$20,536.93
65-6125205	4623 FAIRWATER WAY SE	\$27,138.09
65-6125230	4621 ANCHOR WAY SE	\$36,673.09
TOTAL		\$120,090.48

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 7, 2025 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish:	September 12, 2025	
	September 19, 2025	Dayne Anderson

DELINQUENT ALARM SYSTEM ACCOUNTS FOR 2025

The following is a list of the delinquent alarms system accounts for 2025. These amounts consist of fire or security alarm system fees to customers who directly notify the police department of an emergency. It is recommended that these accounts be assess to the respective properties according to the Mandan Code of Ordinances Section 8-2-4.

COUNTY ID	ADDRESS	AMOUNT ASSESSED
65-5024000	808 BOUNDARY ST NW	\$16.50
65-5764000	205 6TH AVE SE	\$16.50
65-6111915	2901 MEMORIAL HWY SE	\$16.50
65-3725000	209 4TH AVE SW	\$33.00
65-1804140	305 E MAIN ST	\$33.00
65-2313000	114 W MAIN ST	\$16.50
65-1117000	1410 COLLINS AVE	\$16.50
65-5469000	100 DIVISION ST NW	\$16.50
65-3168000	408 4TH AVE NE	\$16.50
65-6104268	2510 NASH LN SE #1	\$33.00
65-1354000	1400 E MAIN ST	\$16.50
65-6105605	205 KEIDEL TRAIL SW	\$16.50
65-4215752	1014 25TH ST SE	\$16.50
65-0171620	4912 HARBOR TRAIL SE	\$16.50
65-2864000	411 COLLINS AVE	\$33.00
65-6102800	4103 SHOAL LOOP SE	\$16.50
65-1809025	3313 BAY SHORE BEND SE	\$16.50
65-1807875	3420 BAY SHORE BEND SE	\$16.50
65-4865000	506 9TH AVE SW	\$16.50
65-0807848	1300 6TH AVE NE	\$33.00
65-5361000	4204 LASALLE DR NW	\$33.00
65-1335000	1210 E MAIN ST	\$33.00
65-0171710	4715 HARBOR TRAIL SE	\$16.50
65-1811265	3930 LAKEWOOD DR SE	\$16.50
65-2859000	406 2ND AVE NW	\$16.50
65-2881000	505 COLLINS AVE	\$16.50
65-2354000	404 W MAIN ST	\$16.50
65-1838270	2304 EASTVIEW PL SE	\$16.50
Total		\$577.50

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 7, 2025 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

DELINQUENT UTILITY BILLING ACCOUNTS FOR 2025

The following is a list of the delinquent utility billing accounts for 2025. These amounts consist of water, sewage, storm drainage, garbage collection, recycling, solid waste disposal, and street lighting services furnished to the customers. It is recommended that these accounts be assessed to the respective properties according to the Mandan Code of Ordinances Sections 2-5-3 and 117-7-2.

PARCEL #	OWNER	ADDRESS	AMOUNT ASSESSED
65-0004000	PIERCE/LAKYN & LARRY MCCORKELL	505 8TH AVE NW	\$ 218.22
65-0105000	GANNON/DANIEL/ET AL	803 12TH AVE NW	\$ 154.63
65-0124000	NAGEL/NATHAN A & SUZANNE C	1205 6TH ST NW	\$ 187.36
65-0168032	LITTLE BIGFOOT PROPERTIES LLC	109 8TH AVE NE	\$ 194.25
65-0320000	BAILEY/JULIE	4016 35TH AVE NW	\$ 99.52
65-0349000	MEIER/ADRIAN D ET AL	4100 36TH AVE NW	\$ 203.61
65-0474140	GARCIA/CHAD	3911 43RD ST NW	\$ 166.28
65-0474160	VETSCH/MATTHEW	3903 43RD ST NW	\$ 38.16
65-0484000	SHIU/PETER & WING PING LUK	607 3RD AVE NE	\$ 312.76
65-0513000	LEWIS/MYLES & PEGGY	703 JOHNS DR NE	\$ 139.11
65-0614000	HART/KANE	702 6TH AVE NE	\$ 176.53
65-0651000	DAVIS/WESSEH & IVENNEH PROSSER	720 8TH AVE NE	\$ 122.29
65-0807420	ALKIRE/JESSE & ASHLEY	1300 4TH AVE NE	\$ 461.64
65-0822315	KAUTZMAN/JACK E & KAUTZMAN FAM IRREVOC TRST	111 9TH AVE NW	\$ 62.84
65-0907000	COLE/KELSEY & JOE COLE	105 SHADY LN NE	\$ 108.87
65-1007000	MORALES/BRIANNA	1725 9TH AVE SE	\$ 162.28
65-1009000	WATSON/JOHN D	1803 9TH AVE SE	\$ 134.76
65-1059300	MESCHKE/WADE & AMY	1810 14TH AVE SE	\$ 239.31
65-1132000	GULLICKSON/BERNICE	1608 6TH AVE NW	\$ 289.18
65-1143000	SCHMIDT/JUSTIN & KAELA	1408 3RD ST NW	\$ 125.60
65-1226000	KILEN/JAMES L	1408 1ST ST NW	\$ 149.85
65-1227000	GRIGSBY/CLEODIS & ANGELA	1406 1ST ST NW	\$ 217.05
65-1289830	HEART RIVER VILLAS LLC	3912 SCORPIO DR SE	\$ 161.51
65-1376000	CHRISTIAN/GARY F & DELORES E	208 12TH AVE NE	\$ 279.40
65-1396000	FAITH RENTALS LLC	1108 1ST ST NE	\$ 103.07
65-1409000	FISHER/LEA	1014 1ST ST NE	\$ 240.63
65-1434000	URNES/TERRY J & TAMMY J HOLMES	210 8TH AVE NE	\$ 308.61
65-1450000	GONCHAROV/VIKTOR	902 2ND ST NE	\$ 90.22
65-1537000	ARDEN/MEGAN	410 9TH AVE NE	\$ 1,456.68
65-1615000	NELSON/MARIE	413 11TH ST NW	\$ 105.60
65-1623000	PAUL/JAMES	312 DIVISION ST NW	\$ 117.35
65-1716000	ALLARD/MERLE M	1034 ADOBE TRAIL SE	\$ 187.02
65-1805300	OTTO/TORY & BRANDIE	3021 BAY SHORE BEND SE	\$ 173.71
65-1838090	CLAUSEN/LUCAS J	704 23RD ST SE	\$ 667.74
65-1991000	RADOMSKI/DARRELL H & ELVERA	904 LOHSTRETER RD NW	\$ 179.80
65-2130000	MONCH/JEFFORY A	1702 5TH AVE NW	\$ 73.73
65-2278000	DIRECTED TRUST CO FBO DEVIN ELKIN SOLO 401 K TRAD	210 E MAIN ST	\$ 992.66
65-2392000	FROHLICH/JASON	110 7TH AVE NW	\$ 197.63
65-2407000	7TH AVENUE PROPERTIES LLC	209 7TH AVE NW	\$ 127.14
65-2425000	HORNEMAN/WILLIAM	208 7TH AVE NW	\$ 93.96
65-2548000	RHODES/STEVEN L	203 4TH AVE NE	\$ 916.42
65-2552000	RUDNICK/BEVERLY A	206 3RD AVE NE	\$ 169.24
65-2566000	DOLL/MICHAEL	502 1ST ST NE	\$ 258.71
65-2572000	BAUMAN RENTALS LLC	503 2ND ST NE	\$ 117.29
65-2638000	THUROW/CHRISTOPHER & SHELLEY	300 2ND ST NE	\$ 90.90
65-2703000	OL-TOWN REAL ESTATE INVESTMENTS LLP	307 & 307 1/2 2ND AVE NW	\$ 672.09
65-2797000	HELLAND/LEON G & JESSICA	610 3RD ST NW	\$ 955.86
65-2822000	ROOKER/TERRY	410 3RD ST NW	\$ 73.06
65-2991000	MYERS/JASON & KAYLA OVERMOE	207 11TH AVE NW	\$ 73.14
65-2993000	KRAMLICH/STEVEN T	203 11TH AVE NW	\$ 224.28
65-2995000	HOLMES/JONATHAN	1204 1ST ST NW	\$ 224.07
65-3020000	MEUCHEL/BRENNA & DOUGLAS MEUCHEL	204 10TH AVE NW	\$ 916.42

65-3048000	WELDON/CHAD M	906 W MAIN ST	\$ 87.51
65-3065000	HIMMELSPACH/WENDY	1011 1ST ST NW	\$ 82.31
65-3080000	PIERCE/AMY E	1201 1ST ST NW	\$ 270.96
65-3169000	LAMP REAL ESTATE INVESTMENT LLP	410 4TH AVE NE	\$ 80.66
65-3186000	MARTINSON/JOHN & DOROTHY H	401 3RD AVE NE	\$ 198.48
65-3231000	PUDWILL/JACK	509 2ND AVE NE	\$ 147.09
65-3232000	JASMANN/MATTHEW & CHERRYLL JASMANN	507 2ND AVE NE	\$ 325.27
65-3288000	SCHINDLER/CHELSEA B ET AL	106 5TH ST NE	\$ 724.56
65-3331000	SCHLINGER/NICOLE	610 4TH AVE NW	\$ 112.90
65-3402000	HIMMELSPACH/REYNEL A/	704 5TH AVE NW	\$ 210.93
65-3444000	KLEIN/LANDEN & JUSTIN KLEIN	709 COLLINS AVE	\$ 475.99
65-3449000	HILDEBRAND/KURT M	100 6TH ST NW	\$ 187.36
65-3540000	SHEESE/ERIC P & AMANDA J	903 5TH AVE NW	\$ 1,804.97
65-3549000	HACKMANN/JENNIFER	909 4TH AVE NW	\$ 85.58
65-3593000	SWEENEY/THOMAS R	206 8TH ST NW	\$ 413.46
65-3611000	ENTZEL/LESLEY E	307 DIVISION ST NW	\$ 163.50
65-3629000	FADELY/PATRICK S	1004 5TH AVE NW	\$ 992.17
65-3662000	DEWITZ/CHAD A	202 8TH AVE SW	\$ 916.42
65-3670000	KAUTZMAN FAMILY IRREVOCABLE TRUST	800 3RD ST SW	\$ 146.09
65-3672000	WAHL/TYLER & MAYCEE	301 7TH AVE SW	\$ 38.28
65-3680000	WHITE LIGHTNING/DELWIN J	202 7TH AVE SW	\$ 187.32
65-3775000	FELCH/TAYA	802 CUSTER DR NW	\$ 167.21
65-3796000	SMITH/SHANE	805 13TH AVE NW	\$ 913.12
65-3816000	HOLTE/JADE R & LARRY E HOLTE	1313 8TH AVE SE	\$ 362.09
65-3846000	BROECKEL/BRIAN	1012 11TH ST SE	\$ 107.35
65-3876000	EDWARDS/CAMERON D	1313 11TH AVE SE	\$ 187.01
65-3891000	EDWARDS/MINDY/& MATTHEW ESQUIBEL	1212 10TH AVE SE	\$ 532.20
65-3921000	ZIMMERLE/TOM	1001 11TH ST SE	\$ 212.64
65-3940000	DERINGER/LLOYD & MARY E	1500 8TH AVE SE	\$ 162.15
65-3948000	BOEHM/RAEANN/& ROBERT SCHWINDT	1308 8TH AVE SE	\$ 716.96
65-3981000	MOSZER/JORDAN R	804 1ST AVE NE	\$ 89.84
65-4215778	FRANZ/Franzeline & Zylryne Pangelinan	1021 25TH ST SE	\$ 224.94
65-4215914	NEER/SETH & MACKENZIE	905 27TH ST SE	\$ 110.77
65-4227000	REISENAUER/ROLAND J	1608 12TH AVE SE	\$ 82.45
65-4402000	GUNVILLE/MARVIN D	5012 WAGONWHEEL CIRCLE	\$ 183.50
65-4611200	WEBER/ANDREW M	1105 6TH AVE NW	\$ 804.72
65-4629000	KELSCH/CAMRON J & KRISTI M	1705 LINDA DR NW	\$ 35.52
65-4635000	PAGE/NATHAN	1605 LINDA DR NW	\$ 162.73
65-4692000	NADEAU/NIKOLAS/	905 15TH ST NW	\$ 216.15
65-4711000	BECKER/ERICA	1610 LINDA DR NW	\$ 162.10
65-4775000	JENNINGS/GLENDA	1007 DEWEY DR NW	\$ 24.22
65-4801000	MARTIN/MICHAEL J	805 3RD ST SW	\$ 200.52
65-4826000	MARCHUS/GARY & JUNE	1008 4TH ST SW	\$ 226.80
65-4854000	MARCHUS/GARY & JUNE	909 4TH ST SW	\$ 110.25
65-5122000	PAGEL/KEVIN	1003 27TH ST NW	\$ 105.00
65-5127000	SZUDERA/QUINTON L	2605 9TH AVE NW	\$ 238.46
65-5263100	HEGNEY/JAMIL	4705 29TH ST SE	\$ 80.62
65-5438000	LOOCK/CHANCE	205 12TH ST NW	\$ 243.28
65-5458000	TIMM/LINDSAE M	205 11TH ST NW	\$ 110.00
65-6101258	STEPHENS PROPERTY MANAGEMENT LLC	4101 21ST ST SE #11	\$ 154.34
65-6104394	CROWN HOLDINGS LLC	2041 40TH AVE SE STE 112	\$ 179.54
65-6105355	GOLDAMMER/SALLY	1907 4TH AVE SW	\$ 1,780.08
65-6107725	RED ROCK REAL ESTATE LLC	721 14TH ST SE	\$ 127.99
65-6112265	POWELL/Markus A & Meagan A	2618 VERITY LN SE	\$ 188.80
65-6112380	OIL CAPITAL VENTURES LLC	2816 40TH AVE SE #1	\$ 157.59
65-6114920	CGR PROPERTIES LLC	3814 LILLIAN CT SE	\$ 173.77
65-6115150	HAUGEN/RODNEY & TORI	3703 WILDRIE CIRCLE NW	\$ 126.10
65-6115810	D&S CONTRACTING LLC	2605 DOUGLAS PL SE	\$ 193.92
65-6116590	GOLD STAR PROPERTIES LLC	705 COBBLESTONE LOOP SW	\$ 163.94
65-6119240	FREDERICKS/WENDIE L	4115 SHOAL LOOP SE	\$ 605.98

65-6119375	ANDERSON/STEVEN M	707 26TH ST NW	\$ 98.08
65-6127105	LAKEWOOD PROPERTY GROUP LLC	3728 24TH ST SE	\$ 259.64
65-6127225	TOP GUN INVESTMENTS LLC	3608 24TH ST SE	\$ 231.06
65-6136150	NDOUMBE/ALAIN ROGER NENDE & FRIDA NGO HO	3809 AMARI LOOP NW	\$ 108.26
65-4169000	WYATT/DANIELLE	901 21ST ST SE	\$ 316.20
TOTAL			\$ 30,871.00



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: October 2, 2025
SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Amy Oster
PRESENTER: Amy Oster, Attorney
SUBJECT: National Opioid Settlements

STATEMENT/PURPOSE:

To clarify that Mayor Froelich may sign the appropriate documents in order to participate in the national opioid settlements.

BACKGROUND/ALTERNATIVES:

At the February 7, 2023, City Commission meeting, the Board voted to approve participation by the City of Mandan in nationwide settlements related to the opioid epidemic. These settlements resolve opioid litigation brought by states and local political subdivisions against certain pharmaceutical manufacturers and other entities. In response to the settlements, the North Dakota Attorney General's Office sent a notice to North Dakota subdivisions, outlining the process for subdivisions to participate in the settlements. Generally, the more subdivisions that participate in the settlements, the greater the amount of funds that flow to the state and its subdivisions.

In order to participate in the settlements, the City "opts in" to the settlements as they occur. The City previously authorized former Mayor Helbling to complete the online process and electronically sign the applicable forms on behalf of the City. This agenda item clarifies and confirms that Mayor Froelich may sign the appropriate documents in order to participate in the national opioid settlements.

ATTACHMENTS:

None

FISCAL IMPACT:

Participation in the opioid settlements results in payments to the City, proportionate to its share of the settlements.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster has reviewed the settlement documents.

RECOMMENDATION:

Staff recommends authorizing Mayor Froelich to complete the online process and sign the appropriate documents in order to participate in the national opioid settlements.

SUGGESTED MOTION:

I move to approve authorizing Mayor Froelich to complete the online process and electronically sign the applicable forms to participate in the national opioid settlements.



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: October 7, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: Finance/HR/IT Office Remodel

STATEMENT/PURPOSE:

To consider approval of a budget amendment and sole source purchase from Rough Rider Industries for a remodel of the area housing Finance, HR, and IT to create an office for the budgeted IT Specialist.

BACKGROUND/ALTERNATIVES:

Included in the 2026 budget is the addition of an IT Specialist. Currently, there is no office space available for that position. The proposal attached from Rough Rider Industries will create that office as well as realign the entire office to be an efficient use of the space.

ATTACHMENTS:

1. City Of Mandan Quote

FISCAL IMPACT:

The quote from Rough Rider Industries is \$36,834. In addition, there will be some miscellaneous expenses to bring the total to an estimated amount of \$40,000.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the budget amendment to be funded from personnel savings in 2025 from the general fund as well as the sole source purchase from Rough Rider Industries.

SUGGESTED MOTION:

I move to approve the budget amendment to be funded from personnel savings in 2025 from the general fund, as well as the sole source purchase from Rough Rider Industries.



QUOTE

Rough Rider Industries

P.O. Box 5521
3303 E. Main Ave.
Bismarck, ND 58506-5521
701-328-6161
Fax 701-328-6164

Bill To: **Ship To:** **Quote #** **9309**

CITY OF MANDAN
205 2ND AVENUE NW
MANDAN, ND 58554

CITY OF MANDAN
205 2ND AVENUE NW
MANDAN, ND 58554

<u>Customer #</u>	<u>Contact Person</u>	<u>PO #</u>	<u>Phone #</u>	7016673210
48	Justin Schulz		<u>Fax #</u>	7016673223
Quote Date:	09/09/2025	Shipping Date:	Account Exec.	DUSTIN BRENDL

Quoted prices are good for 30 calendar days from quote date.

<u>Item #</u>	<u>Name/Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
FG10-SERVICE	Legion Panel Systems	1.00	28,772.00	28,772.00
	Legion Panel Systems Quote #JS25-09022025B/C Fabric Selection: Calculation Cream Paint/Plastic Color: Sand Door Color: Light Tone			
FG10MULF-HM002	L-WRKSTN/FLUSH/RHR 84"Dx72"WxADJ HGT/LAMA/wLAP	2.00	1,892.00	3,784.00
	Flush L-Workstation Height Adjustable Right Hand Return Honey Maple Finish W/Grand Island Maple-Edgebanding Tobacco Cherry Thin Tape LAM FORMICA GINGER ROOT MAPLE BASE HGT ADJ 2 LEG TITAN PRO #11052 SILVER T32M Locking-Drawer(s) PULL, WIRE 1/4" STEEL BRUSHED #15015			
FG10MULF-HM004	L-WRKSTN/FLUSH/RHR 84"Dx60"WxADJ HGT/LAMA/wLAP	1.00	1,860.00	1,860.00
	Flush L-Workstation Height Adjustable Right Hand Return 84 60 ADJ Honey Maple Finish W/Grand Island Maple-Edgebanding Tobacco Cherry Thin Tape LAM FORMICA GINGER ROOT MAPLE BASE HGT ADJ 2 LEG TITAN PRO #11052 SILVER T32M Locking-Drawer(s) PULL, WIRE 1/4" STEEL BRUSHED #15015			
FREIGHT	FREIGHT AND INSTALL CHARGES	1.00	1,200.00	1,200.00
FREIGHT	FREIGHT AND INSTALL CHARGES	1.00	450.00	450.00



QUOTE

Rough Rider Industries
P.O. Box 5521
3303 E. Main Ave.
Bismarck, ND 58506-5521
701-328-6161
Fax 701-328-6164

Bill To: _____ **Ship To:** _____ **Quote #** **9309**

Remove Center Office Reception Desk

FG10LURF-LM018	WORK TABLE/FLUSH 24"Dx72"W/LAMA/MTL FRM	1.00	768.00	768.00
Flush Work Table Ginger Root Maple Laminated Top Grand Island Maple Edge Banding BASE HGT ADJ 2 LEG TITAN #11051B BLACK SUM-32				

SHIPPING INSTRUCTIONS	Justin Schulz 701.667.3316	Line Total:	\$36,834.00
		Tax:	\$0.00
		Total Price:	\$36,834.00

NOTE: All shipping and installation charges are based on the availability of help to the RRI transportation staff.
This quote and, if one exists, the Rough Rider Industries Master Contract (RRIMC), together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hererof. Terms and conditions inconsistent with, contrary to, or in addition of this Quote and, if one exists, the RRIMC, together with its exhibits, shall not be added to or incorporated into this Quote by any subsequent purchase order or otherwise; any such terms and conditions are hereby rejected. The terms and conditions of this Quote and, if one exists, the RRIMC and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

_____	_____
Customer Order Accepted Signature	Accepted Date
When all above quoted items are accepted and the order is ready to be placed, please sign and date below. The Expected Delivery Week will be issued once order has been signed.	
_____	_____
RRI Order Approved Signature	Approval Date



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 22, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: James Froelich, Mayor
SUBJECT: Consider the appointment of Commissioner Heinsohn as Vice President of the Board of City Commissioners.

STATEMENT/PURPOSE:

To consider the acceptance of Commissioner Rohr's resignation of the Vice President role and appointment of Commissioner Heinsohn as the Vice President of the Board.

BACKGROUND/ALTERNATIVES:

Commissioner Rohr, at this time does not plan on running for a City Commission position in June 2026 and therefore feels it is time for someone else to fill the Vice President of the Board role.

ATTACHMENTS:

None

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

I recommend the acceptance of Commissioner Rohr's resignation of Vice President's position and the appointment of Commissioner Heinsohn as the Vice President of the Board of City Commissioners.

City Commission

Agenda Documentation

October 7, 2025

Subject: Consider the appointment of Commissioner Ryan Heinsohn as Vice President of the Board of City Commissioners

Page 2 of 2

SUGGESTED MOTION:

I move to accept Commissioner Rohr's resignation of Vice President's position and the appointment of Commissioner Heinsohn as the Vice President of the Board of City Commissioners.



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 26, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: 5-Year Long Term Financial Plan

STATEMENT/PURPOSE:

To consider approval of the 5-Year Long Term Financial Plan per the city's Long Term Financial Policy.

BACKGROUND/ALTERNATIVES:

Beginning in January 2025, eight working sessions were held between staff and the City Commission to establish a 5-Year Long Term Financial Plan. All meetings were open to the public, properly noticed, recorded, and posted on the Dakota Media Access website.

ATTACHMENTS:

1. Personnel Capital Outlay Requests 07Oct2025 Approval
2. Funding Recommendations

FISCAL IMPACT:

The adoption of the plan is for planning purposes only and to be used as a guide for the annual budgeting process.

STAFF IMPACT:

Eight working sessions were held with the City Commission to discuss city needs and prioritization for the establishment of the plan.

LEGAL REVIEW:

Submitted to City Attorney Oster to approve the agenda item.

RECOMMENDATION:

To approve the 5-Year Long Term Financial Plan for planning purposes and to be used

as a guide for the annual budgeting process.

SUGGESTED MOTION:

I move to approve the 5-Year Long Term Financial Plan for planning purposes and to be used as a guide for the annual budgeting process.

CITY OF MANDAN
PERSONNEL & CAPITAL OUTLAY REQUESTS

		2026	2027	2028	2029	2030
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
GENERAL FUND (100)						
<u>Department</u>	<u>Personnel Request</u>					
Assessing	Real Property Appraiser	\$ 64,665	\$ 67,746	\$ 71,033	\$ 74,545	\$ 78,301
Street	Equipment Operator I	\$ 72,127	\$ 75,398	\$ 78,882	\$ 82,597	\$ 86,561
Information Technology	Computer Information Systems Specialist	\$ 79,083	\$ 82,247	\$ 85,536	\$ 88,958	\$ 92,516
Total		\$ 215,875	\$ 225,391	\$ 235,452	\$ 246,100	\$ 257,379

GENERAL FUND (100)						
<u>Department</u>	<u>Personnel Request</u>					
Police (0.5% City Sales Tax Fund)	Police Officer (COPS Grant - \$125K)			\$ 96,656	\$ 100,901	\$ 105,411
Police (0.5% City Sales Tax Fund)	Police Officer (COPS Grant - \$125K)			\$ 96,656	\$ 100,901	\$ 105,411
Police (0.5% City Sales Tax Fund)	Domestic Violence Detective(former grant position)	\$ 94,921	\$ 98,763	\$ 102,835	\$ 107,155	\$ 111,743
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT	\$ 89,001	\$ 92,772	\$ 96,771	\$ 101,015	\$ 105,525
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT	\$ 89,001	\$ 92,772	\$ 96,771	\$ 101,015	\$ 105,525
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT	\$ 89,001	\$ 92,772	\$ 96,771	\$ 101,015	\$ 105,525
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT (Captain Promotion/Hire)		\$ 102,857	\$ 107,158	\$ 111,715	\$ 116,546
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT (Captain Promotion/Hire)		\$ 102,857	\$ 107,158	\$ 111,715	\$ 116,546
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT		\$ 92,772	\$ 96,771	\$ 101,015	\$ 105,525
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT			\$ 96,771	\$ 101,015	\$ 105,525
Fire (0.5% City Sales Tax Fund)	Firefighter/EMT				\$ 101,015	\$ 105,525
Total		\$ 361,925	\$ 675,566	\$ 994,317	\$ 1,138,475	\$ 1,188,809

WATER AND SEWER UTILITY FUND (601)						
<u>Department</u>	<u>Personnel Request</u>					
Water Treatment	Sludge and Building Worker		\$ 44,383	\$ 46,936	\$ 49,692	\$ 52,670
Total		\$ -	\$ 44,383	\$ 46,936	\$ 49,692	\$ 52,670

GENERAL FUND (100)						
<u>Department</u>	<u>Capital Outlay Request</u>					
Planning	Comprehensive Plan		\$ 165,375	\$ 173,644		
Planning	Eagleview Pictometry	\$ 10,000	\$ 10,000	\$ 10,000		
Information Technology	Audio Video Upgrades	\$ 50,000	\$ 52,500	\$ 55,000	\$ 25,000	
Information Technology	CyberSecurity	\$ 18,000	\$ 21,000	\$ 24,000	\$ 27,000	\$ 30,000
Information Technology	Desktops	\$ 21,000	\$ 22,050	\$ 23,160	\$ 36,480	\$ 25,540
Information Technology	Getacs	\$ 47,250	\$ 24,806	\$ 26,049	\$ 27,351	\$ 28,719
Information Technology	Ipads	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078	\$ 6,383
Information Technology	Laptops	\$ 25,200	\$ 26,460	\$ 27,780	\$ 29,180	\$ 45,960

CITY OF MANDAN
PERSONNEL & CAPITAL OUTLAY REQUESTS

		2026	2027	2028	2029	2030
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Information Technology	Monitors	\$ 8,400	\$ 8,840	\$ 4,640	\$ 4,880	\$ 5,120
Information Technology	Network Upgrades	\$ 20,000	\$ 5,250	\$ 20,000		
Information Technology	Printers MFP	\$ 4,500	\$ 4,725	\$ 4,725		
Information Technology	Servers - Backup		\$ 17,000			
Information Technology	Servers - End of Life 2029 (Cloud)				\$ 70,000	
Information Technology	Small Equipment	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Information Technology	Switch - Hp 2530 J9776a EOL 10/2026	\$ 5,000	\$ 31,500			
Information Technology	Training	\$ 5,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 15,000
Information Technology	Wireless Upgrades	\$ 12,000	\$ 12,000	\$ 14,000	\$ 16,000	\$ 18,000
Police	Taser X7 New Lease	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000
Police	Motorola Body Cams, Dash Cams & ALPR System	\$ 59,542	\$ 59,542			
Police	Drone Replacement		\$ 16,538			
Police	New K-9 Dog and Officer Training		\$ 16,538	\$ 17,364		
Police	New Police Officer Equipment			\$ 17,364		
Police	New Police Officer Equipment			\$ 17,364		
Police	Upgrade Bodycams and ALPR System			\$ 75,000	\$ 75,000	\$ 75,000
Building Inspection	Vehicle Replacement		\$ 30,870			
Street	Asphalt Roller Replacement	\$ 99,750				
Street	Single Axle Dump with Sander and Plow Replacement	\$ 231,000				
Street	Vehicle Replacement		\$ 60,638		\$ 66,853	
Street	Single Axle Dump with Plow Hitch Replacement		\$ 264,600			
Street	Crack Sealer Replacement			\$ 57,881		
Street	Tar Kettle Replacement			\$ 81,034		
Street	Street Sweeper Replacement			\$ 306,771		
Street	Air Compressor Replacement				\$ 42,543	
Street	Track Skidsteer Replacement				\$ 121,551	
Street	Angle Broom (Skidsteer) Replacement				\$ 12,155	
Street	Wheel Loader with Plow Replacement				\$ 364,652	
Street	Tandem Dump Replacement					\$ 255,256
Street	20' Trailer Replacement					\$ 19,144
Forestry	Tool Cat Replacement		\$ 110,250			
Grounds Maintenance	Trailer Replacement	\$ 10,500			\$ 12,155	
Grounds Maintenance	72" AWD Mower Replacement	\$ 42,000				
Total		\$ 700,392	\$ 1,001,994	\$ 997,565	\$ 977,877	\$ 550,123

CEMETERY FUND (208)

<u>Department</u>	<u>Capital Outlay Request</u>
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**CITY OF MANDAN
PERSONNEL & CAPITAL OUTLAY REQUESTS**

		2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	2030 BUDGET
Cemetery (1% City Sales Tax Fund)	54" Z Turn Mower Replacement		\$ 16,538			
Cemetery (1% City Sales Tax Fund)	Track Skidsteer Loader Addition			\$ 115,763		
Total		\$ -	\$ 16,538	\$ 115,763	\$ -	\$ -

0.5% CITY SALES TAX FUND (217)

<u>Department</u>	<u>Capital Outlay Request</u>					
Police	Vehicle Replacement	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Police	Vehicle Replacement	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Police	Vehicle Replacement	\$ 81,900	\$ 105,840	\$ 90,295	\$ 94,809	\$ 99,550
Police	Vehicle (Detective) Replacement		\$ 33,075			
Total		\$ 245,700	\$ 310,905	\$ 270,884	\$ 284,428	\$ 298,650

FIRE EQUIPMENT RESERVE FUND (219)

<u>Department</u>	<u>Capital Outlay Request</u>					
Fire	Pierce Enforcer Pumper (Replacement)	\$ 820,634				
Fire	Fire Engine (Replace 2013 Spartan Fire Engine)				\$ 1,300,000	
Total		\$ 820,634	\$ -	\$ -	\$ 1,300,000	\$ -

WATER & SEWER UTILITY FUND (601)

<u>Department</u>	<u>Capital Outlay Request</u>					
Utility Maintenance	Vehicle Replacement	\$ 78,750		\$ 86,822		
Utility Maintenance	Vehicle (add to fleet for new Employee)	\$ 78,750				
Utility Maintenance	Camera Trailer Replacement			\$ 231,525		
Utility Maintenance	Backhoe Replacement				\$ 182,326	
Utility Maintenance	1 Ton Service Truck (Crane & Body) Replacement					\$ 127,628
Wastewater Treatment	Boss Snow Plow	\$ 6,300				
Wastewater Treatment	Portable Sampler		\$ 5,513			
Wastewater Treatment	Refrigerated Sampler		\$ 6,615			
Wastewater Treatment	BOD Incubator		\$ 6,615			
Wastewater Treatment	Alumacraft Boats		\$ 5,513			
Wastewater Treatment	Biolac Sheaths		\$ 38,588			
Wastewater Treatment	North Mixer		\$ 5,513			
Wastewater Treatment	Aaladin Pressure Washer			\$ 9,261		
Wastewater Treatment	Crisafulli Floating Dredge			\$ 115,763		
Wastewater Treatment	Sludge Pump				\$ 18,233	
Wastewater Treatment	Nuhn Injector					\$ 127,628
Wastewater Treatment	South Mixer					\$ 6,381

**CITY OF MANDAN
PERSONNEL & CAPITAL OUTLAY REQUESTS**

		2026	2027	2028	2029	2030
		BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
Water Treatment	4 million gallon reservoir painting	\$ 126,000				
Water Treatment	Dump Truck (replace 2012 International)			\$ 231,525		
Water Treatment	Press clothes			\$ 23,153		
Water Treatment	Pickup (replace 2007 Chevrolet extended cab)				\$ 48,620	
Water Treatment	Boerger pump					\$ 25,526
Total		<u>\$ 289,800</u>	<u>\$ 68,355</u>	<u>\$ 698,048</u>	<u>\$ 249,179</u>	<u>\$ 287,163</u>

SOLID WASTE UTILITY FUND (620)

<u>Department</u>	<u>Capital Outlay Request</u>					
Landfill	Roll Off Hook Truck Replacement		\$ 303,188			
Landfill	Roll Off Box			\$ 9,261	\$ 9,724	
Landfill	Steel Wheel Compactor Replacement			\$ 1,157,625		
Total		<u>\$ -</u>	<u>\$ 303,188</u>	<u>\$ 1,166,886</u>	<u>\$ 9,724</u>	<u>\$ -</u>

STREET LIGHT UTILITY FUND (630)

<u>Department</u>	<u>Capital Outlay Request</u>					
Utility Maintenance	Bucket Truck Replacement		\$ 209,475			
Total		<u>\$ -</u>	<u>\$ 209,475</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Funding Recommendations for 5-Year Long-Term Plan

1. Increase the annual operating cash transfer from the 1% City Sales Tax Fund from 75% to 88% in 2026, 85% in 2027, 86% in 2028, 89% in 2029, and 90% in 2030.
2. Increase the minimum operating cash reserve from 17% to 25%. **Approved at the City Commission meeting on July 15, 2025.**
3. Remove the maximum tax of \$56.25 imposed upon any single transaction involving one or more item (Mandan Code of Ordinances Section 22-2-8).
4. Place on the ballot a 1% city sales tax to replace the 0.75% city sales tax after the current bonds for the Starion Sports Complex are paid in full to assist in financing city infrastructure projects such as the Wastewater Treatment Plant.
5. Amend the Mandan Code of Ordinances Section 22-2-2(c)(1) to include new sworn police officer and career firefighter positions hired after December 31, 2024. **Approved at the City Commission meeting on August 5, 2025.**
6. Adopt an Ordinance that will allow the City to have broader authority than what is currently provided in the North Dakota Century Code to utilize bank loans and leases to finance machinery and equipment purchases. **Approved at the City Commission meeting on September 2, 2025.**
7. Place on the ballot a request to issue 20-year general obligation bonds for City Hall and Fire Station No. 3. The bonds would be repaid with a dedicated property tax levy.
8. Maintain the City's 5% administration fee for maintenance infrastructure projects.
9. Increase the City's 5% administration fee to 10% for new development infrastructure projects to assist further in funding for engineering, police and fire protection, and snow removal services. **This will be updated at the end of 2025 when the Engineering Fee schedule is approved.**



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Entering into an Engineering Service Agreement (ESA) with Apex Engineering for the Master Lift Station Interim Improvements

STATEMENT/PURPOSE:

To sign an agreement with Apex Engineering for services related to the master lift station interim improvement project. PCN 1046, Project Number 2026-17.

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. E-505 2014 EJCDC TO Agreement, 9.29.25
2. TO1, Master LS and FM 9.29.25

FISCAL IMPACT:

The total contract amount is \$392,058. This project will be fully funded through Municipal Infrastructure funds with the potential use of some Utility funds.

STAFF IMPACT:

Staff will spend time coordinating with Apex.

LEGAL REVIEW:

City Commission

Agenda Documentation

October 7, 2025

Subject: Consider entering into an Engineering Service Agreement with Apex Engineering for services related to the Master Lift Station Interim Improvement Project

Page 2 of 2

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

RECOMMENDATION:

To enter into an ESA with Apex Engineering.

SUGGESTED MOTION:

I move to enter into an Engineering Service Agreement with Apex Engineering.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TABLE OF CONTENTS

	Page
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope.....	1
1.02 Task Order Procedure.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	2
2.01 General.....	2
ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES	2
3.01 Term.....	2
3.02 Times for Rendering Services.....	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices.....	3
4.02 Payments.....	3
ARTICLE 5 – OPINIONS OF COST	4
5.01 Opinions of Probable Construction Cost.....	4
5.02 Designing to Construction Cost Limit.....	4
5.03 Opinions of Total Project Costs.....	4
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services.....	6
6.03 Use of Documents.....	6
6.04 Electronic Transmittals.....	7
6.05 Insurance.....	7
6.06 Suspension and Termination.....	8
6.07 Controlling Law.....	10
6.08 Successors, Assigns, and Beneficiaries.....	10
6.09 Dispute Resolution.....	10
6.10 Environmental Condition of Site.....	10
6.11 Indemnification and Mutual Waiver.....	11
6.12 Records Retention.....	12
6.13 Miscellaneous Provisions.....	12
ARTICLE 7 – DEFINITIONS	13
7.01 Defined Terms.....	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	17
8.01 Suggested Form of Task Order.....	17
8.02 Exhibits Included:.....	17
8.03 Total Agreement.....	17
8.04 Designated Representatives.....	18
8.05 Engineer’s Certifications.....	18

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of October 7, 2025 ("Effective Date of the Agreement") between
City of Mandan, North Dakota ("Owner") and
Apex Engineering Group, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- ~~E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure. Not Used~~
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. ~~*Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.~~ Not Used

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this

Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Task Order No. 1, Master Lift Station and Force Main improvements*

- A. Task Order No. 1, Master Lift Station and Force Main Improvements is attached as Attachment 1.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.~~
- ~~E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice. Not Used~~
- ~~F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order. Not Used~~
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- ~~J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders. Not Used~~
- ~~K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order. Not Used~~

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and

supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: _____
Print Name: James Froelich
City of Mandan, North Dakota
Title: Mayor
Date Signed: _____

Date Signed: _____

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number: _____

E-Mail Address: _____

ENGINEER:

By: _____
Print Name: Mike Berg, PE
Apex Engineering Group, Inc.
Title: Vice President
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
COCF #975

State of : North Dakota

Date Signed: _____

Address for Engineer's receipt of notices:

600 S. 2nd Street- Suite 145
Bismarck, ND 58504

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Mike Berg, PE

Title: Vice President, Project Manager

Phone Number: 701-323-3950

E-Mail Address: Mike.Berg@ApexEngGroup.com

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

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other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

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protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 - 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

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25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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~~20. Perform or provide the following:~~ Not Used

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges).
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor (to be determined) for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of (to be determined).
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of (to be determined).
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of (1.5) times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated October 7, 2025.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Car/Standard Vehicle	\$ IRS Rate/Mile
Survey Vehicle	\$1.00/Mile
4WD Pickup	\$0.75/Mile
Field vehicle	\$110/Day
All-Terrain Vehicle	\$100/Day
Meals (Per Diem)	\$45/Day
Lodging	At Cost
Field Supplies	At Cost
Printing: 8 ½ x 11- color or b/w	\$.10/Each
11 x 17- color or b/w	\$.15/Each

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Classification	Hourly Rate
Principal Engineer	\$245
Senior Engineer II	\$233
Senior Engineer I	\$221
Lead Engineer	\$207
Design Engineer II	\$192
Design Engineer	\$179
Project Engineer	\$159
Graduate Engineer	\$146
Sr. Survey Crew Chief	\$184
Survey Crew Chief	\$172
Surveyor II	\$148
Surveyor I	\$123
Senior Engineering Technician	\$158
Lead Engineering Technician	\$143
Engineering Technician III	\$126
Engineering Technician II	\$119
Engineering Technician III	\$109
Support Staff III	\$129

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$ 1,000,000
 - 2) Bodily injury by disease, each employee: \$ 1,000,000
 - 3) Bodily injury/disease, aggregate: \$ 1,000,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$ 2,000,000
 - 2) General Aggregate: \$ 4,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$ 5,000,000
 - 2) General Aggregate: \$ 5,000,000
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$ 1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$ 2,000,000
 - 2) Annual Aggregate: \$ 3,000,000
 - g. Other (specify): \$ N/A

Exhibit G - Insurance

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ _____
 - 2) Bodily injury by disease, each employee \$ _____
 - 3) Bodily injury/disease, aggregate \$ _____
- c. General Liability –
- 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability –
- 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ _____
- f. Other (specify): \$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by (to be determined). Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated October 7, 2025.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the amount of Engineer's compensation.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 1
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 7, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 7, 2025
- b. Owner: City of Mandan
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): Master Lift Station and Forcemain improvements.
- e. Specific Project (description): The objectives of this project are to replace a portion of the existing Master Lift Station force main and to provide short-term improvements to the Master Lift Station. Project will include planning, design, bidding, and construction services.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
see Attachment 1 to Task Order 1.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: (none)

5. Task Order Schedule

The anticipated project schedule is provided in Exhibit A.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Preliminary Design for Master Lift Station and Forcemain improvements as described in Attachment 1 to Task Order 1.	\$392,058	Hourly Not To Exceed
TOTAL COMPENSATION	\$392,058	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None

8. **Other Modifications to Agreement and Exhibits:** None

9. **Attachments:** Attachment 1 to Task Order 1

10. **Other Documents Incorporated by Reference:** None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 7, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: James Froelich
City of Mandan, North Dakota

Print Name: Mike Berg, PE
Apex Engineering Group, Inc.

Title: Mayor

Title: Vice President

Engineer License or Firm's _____

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Certificate No. (if required): COCP #975
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mike Berg, PE

Title: Project Manager

Address: 600 South 2nd St., Suite 145
Bismarck, ND 58503

E-Mail
Address: Mike.Berg@ApexEngGroup.com

Phone: 701-323-3950

Task Order Form

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Attachment 1 - Scope of Services

Master Lift Station and Force Main

City of Mandan, North Dakota
September, 2025

Task No.	Description
1	Project Management
2	Planning
3	Preliminary Design
4	Final Design
5	Bidding Services
6	Construction Services

Project Background

Apex Engineering previously conducted evaluation, planning, and preliminary design services for the Master Lift Station and Force Main. Due to funding constraints, the City has decided to prioritize the replacement of the force main section that has experienced failures and also short-term improvements to the Master Lift Station to extend the useful life by an additional 5-10 years. This project involves preliminary design to develop the specific force main and lift station improvements, final design, bidding, and construction services.

Task No. 1 – Project Management

Objective:

Management of engineers and technicians through all phases of the project and coordination of quality assurance and quality control. Provide public communications through all phases and provide point of contact for City of Mandan.

Activities:

1. Review and execute contract between City of Mandan and Apex Engineering Group (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Mandan, Subconsultants, and Apex.
5. Provide public communications including communications with local homeowners and businesses.
6. Provide quality assurance and quality control.

City of Mandan Responsibilities:

- ✓ Execute contract between City of Mandan and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with City of Mandan in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Mandan on project updates and schedule.
- ✓ Public Communications as needed, commission presentation, public input meetings, printed information for inclusion with utility billing, direct homeowner, or business owner communications.

Task No. 2 – Planning

Objective:

To develop alternatives and cost estimates for improvements to the existing force main and to the Master Lift Station. The force main improvements will extend from the Master Lift Station to approximately 3rd St. SE. The Master Lift Station improvements are intended to extend the useful life by 5-10 years. The alternatives and cost estimates will be documented in a technical memorandum and presented to the City of Mandan.

Activities:

1. Evaluate force main improvement alternatives.
2. Conduct a field inspection of the Master Lift Station.
3. Evaluate short-term Master Lift Station improvements.
4. Develop cost estimates.
5. Prepare a draft technical memorandum and present it to the City of Mandan.
6. Incorporate City comments and finalize the technical memorandum.

City of Mandan Responsibilities:

- ✓ Provide access to infrastructure as needed.
- ✓ Attend scheduled meetings.
- ✓ Review the draft Technical Memorandum and provide comments.

Apex Responsibilities and Deliverables:

- ✓ Review site constraints and constructability issues with City Personnel.
- ✓ Prepare a draft Technical Memorandum. Submit 5 copies to the City of Mandan for review and comment.

Task No. 3 – Preliminary Design

Objective:

Preliminary design for improvements to the existing force main and short-term improvements to the Master Lift Station. Present 30% plans, specifications, and updated cost estimates.

For scoping purposes the extent of the Master Lift Station short-term upgrades are assumed to be:

- In-kind replacement of pumps/motors, valves, pipe, level control switches and transducers
- In-kind replacement of electrical disconnects and power/control wiring for the pumps.
- Replacement of the pump control panel upgraded to current City standards.
- For scoping purposes it is assumed that the existing lighting, automatic transfer switch, and generator (if any) are adequate and will be retained.
- The scope of services does not include architectural, structural, or mechanical HVAC/plumbing services. Should the City determine during the course of the project that these services are necessary they can be added by amendment.

Activities:

1. Conduct a utility coordination meeting (1-call utility locates completed in previous project)
2. Prepare 30% force main improvement plans and specifications
3. Prepare 30% master lift station improvements plans and specifications
4. Update cost estimates
5. Present 30% design to the City of Mandan

City of Mandan Responsibilities:

- ✓ Provide access to infrastructure as needed.
- ✓ Attend scheduled meetings.
- ✓ Review the 30% design and provide comments.

Apex Responsibilities and Deliverables:

- ✓ Review site constraints and constructability issues with City Personnel.
- ✓ Prepare and present 30% design.
- ✓ Receive and incorporate City comments.

Task No. 4 – Final Design

Objective:

Prepare Contract Documents for the improvements to the existing force main and short-term improvements to the Master Lift Station. Provide 60%, 90% and 100% contract documents for milestone review.

It is anticipated that the force main and lift station improvements will be issued as one plan set. The force main improvements will require by-passing 100% of the flow. Coordinating this by-pass with the Master Lift Station pump, valve, piping, and electrical replacements will result in construction efficiencies for that portion of the work.

Activities:

1. Prepare 60% plans and specifications.
2. Conduct 60% review meeting with City and Apex.
3. Prepare 90% plans and specifications.
4. Conduct 90% review meeting with City and Apex.
5. Prepare 100% plans and specifications.
6. Conduct 100% review meeting with City and Apex.
7. Submit final design documents to North Dakota Department of Health (NDDH).

City of Mandan Responsibilities:

- ✓ Provide access to infrastructure as needed.
- ✓ Attend scheduled meetings.
- ✓ Review milestone contract documents (60%, 90% and 100%) and provide comments.

Apex Responsibilities and Deliverables:

- ✓ Review site constraints and constructability issues with City Personnel.
- ✓ Prepare 60%, 90% and 100% plans and specifications. Submit 2 copies to the City of Mandan for review and comment.
- ✓ Provide City with (3) three copies of final plans and specifications if requested.
- ✓ Provide NDDH with (2) two copies of final plans and specifications.

Task No. 5 – Bidding, Award and Contracts

Objective:

Advertise, answer questions during bidding, conduct a pre-bid conference, open bids, and recommend award of the forcemain improvement and Master Lift Station short-term improvements projects. It is anticipated that there will be one (1) bid package for the work for the reasons previously described.

Activities:

1. Prepare Advertisement for Construction Bids.
2. Work with the City of Mandan regarding advertising the Bid.
3. Provide Plans and Specifications to prospective Bidders.
4. Document and answer contractor questions during bidding.
5. Issue Addenda, as appropriate, to clarify Contract Documents.
6. Conduct a pre-bid conference for the project if needed.
7. Attend bid opening and assist City of Mandan in review of the Bids.
8. Prepare tabulation of Bids and make recommendation regarding Award.
9. Prepare Notice of Award and Construction Contracts. Distribute to Contractor.

City of Mandan Responsibilities:

- ✓ Attend pre-bid conference, as needed.
- ✓ Receive Bids and Conduct Bid Opening.
- ✓ Review of contractor's bids by City Attorney, if necessary.

Apex Responsibilities and Deliverables:

- ✓ Develop pre-bid meeting agenda.
- ✓ Provide electronic copy of Bidding Documents for download by prospective Bidders.
- ✓ Provide electronic copy of Bidding Documents for local Builder's Exchanges.
- ✓ Provide any 'hard copy' Bidding Documents to prospective Bidders, as needed.
- ✓ Answer and document contractor questions during bidding.

- ✓ Develop bid tabulation for bid opening.
- ✓ Complete bid tabulation with contractors' bids.
- ✓ Provide recommendation of award letter to the City.

Task No. 6 – Construction Services

Objective:

Construction administration and resident project representative services (RPR) are provided to manage the construction contract and observe the progress and quality of the construction work.

Activities:

1. Conduct a pre-Construction conference
2. Provide contract administration
3. Shop drawing review
4. Respond to requests for information (RFIs_
5. Evaluate and process change orders.
6. Observe and document the Contractor's Work.
7. Process pay requests
8. Conduct construction progress meetings

City of Mandan Responsibilities:

- ✓ Attend scheduled construction meetings
- ✓ Process pay requests

Apex Responsibilities and Deliverables:

- ✓ Administer the construction contract
- ✓ Schedule and manage construction progress meetings
- ✓ Observe and document the Contractor's Work.

Task No. 7 – Post Construction Services

Objective:

Assist the City with project warranty items and contract close-out. Provide record drawings and GIS force main documentation to the City.

Activities:

1. Assist the City with close-out of the final punch list and construction contract.
2. Assist the City with warranty items.

3. Provide the City with record drawings GIS records

City of Mandan Responsibilities:

- ✓ Process final punch-list and project close-out documents

Apex Responsibilities and Deliverables:

- ✓ Record drawings and GIS documentation.

Anticipated Project Schedule

<u>Task/Activity</u>	<u>Date (Week of)</u>
- Executed Agreement for Engineering Services	October 7th 2025
- Draft Planning Technical Memorandum	November 4th 2025
- 30% Design	November 17 2025
- 60% Plans	December 8 th 2025
- 90% Plans	December 22 nd , 2025
- 100% Plans	January 12 2026
- Advertise for Bids	January 19 2026
- Open Bids	February 16 2026
- Construction Contracts Executed	March 2026
- Substantial Completion	October 2026
- Final Completion	December 2026



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Enter into Engineering Service Agreements (ESA) with Moore Engineering

STATEMENT/PURPOSE:

To enter into agreement with Moore Engineering for preliminary design for the 2026 Street Project Rehabilitation Project area and Mandan Proper NW. The scopes will include conditions assessment of the project area, public engagement, topographic survey, and special assessment support.

BACKGROUND/ALTERNATIVES:

The City of Mandan and Moore Engineering entered an MSA for engineering services on September 5, 2023. This is presented as a task order to assist the engineering department with this project.

Project Area 3A, North of Old Red Trail near Red Trail Elementary, was studied in the initial Project Concept Report, authored in 2023. The initial study identified a proposed project scope and project needs. These items will be further examined during preliminary design to determine the proposed alternatives.

The engineering department and public works department have worked to identify areas to be included in future street rehabilitation projects. The Mandan Proper Area was included in the 2024 amendment to the Project Concept Report, initially authored in 2023. The report broke the Mandan Proper Area into 4 phases, identifying high level needs of the project area. This task order includes expanding on the study to complete preliminary design work for PH I. However, considerations will be made for future phases during design to ensure continuity between the phases.

Under this agreement, we are committing to preliminary design of the project. It is intended to be far enough to answer the major questions about project scope and get a good grasp on project costs before presenting to the public and commission as a

Subject: Consider entering into an Engineering Service Agreement with Moore Engineering for services related to Mandan Proper NW and Street Rehabilitation 2026 - 3A
Page 2 of 2

resolution of necessity thereby starting the protest period. If not protested out, we would start from the 30% design and come to an agreement for final design.

Public engagement will follow the below rough schedule for project area 3A:
October 28, 2025 – Public Input Meeting @ 6:00 PM – Red Trail Elementary
November 18, 2025 – District creation
December 4, 2025 (tentative) – Public Input Meeting

And Public engagement will follow the below rough schedule: for Mandan Proper:
Initial Mandan Proper (PH I – IV) open house: January 2026
Mandan Proper PH I Public Input meeting: February 2026
Create District: March 2026
Mandan Proper PH I Public Input meeting: March 2026

ATTACHMENTS:

1. 30711_TaskOrder9_FINAL
2. 30712_TaskOrder10_FINAL

FISCAL IMPACT:

The fiscal impact for Mandan Proper is \$330,000, and the cost for street rehabilitation 2026 -3A is \$160,000. All cost for both project will be assessed back to the corresponding districts.

STAFF IMPACT:

Staff will spend time working and coordinating with Moore.

LEGAL REVIEW:

All documents will be made available to the City Attorney for review.

RECOMMENDATION:

To approve Task order 9 and 10 with Moore Engineering.

SUGGESTED MOTION:

I move to approve Task order 9 and 10 with Moore Engineering.

Task Order No. 9: Mandan 2026 Street Rehabilitation

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: October 7, 2025
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project (title): Mandan 2026 Street Rehabilitation
- E. Specific Project (description): Professional services for City of Mandan Engineering and Public Works, including preliminary engineering, surveying, assessment district creation support, and other related items.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- 1. Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - a. Geotechnical engineering – Braun Intertec to complete the work as a subconsultant
 - b. Topographic survey –curb to curb topographic survey, ADA corners, no boundary included.
 - c. Collect project information – GIS, record drawings, and other maps provided by Owner
 - d. Review and update PASER ratings – Up to 4 days on site
 - e. Determine ADA non-compliance locations – not including detailed design
 - f. Identify and analyze drainage areas and drainage design alternatives – up to 4 locations
 - g. Field review of project scope – 1 meeting
 - h. Prepare existing conditions drawings
 - i. Traffic control and project phasing
 - j. Prepare typical sections – up to 2 sections
 - k. Pavement design alternatives – up to 2 alternates
 - l. Update engineer's opinion of probable cost

The intent of this initial Task Order scope of work is to perform preliminary engineering services only. Engineer and Owner will follow up with subsequent amendments for final design and bidding & negotiating.

B. Other Services

Engineer shall also provide the following services:

1. Preliminary Design Phase other items:
 - a. Public engagement
 - i. 2 public meetings (1 prior to district creation, 1 during the protest period)
 - ii. 1 mailed post card to district residents (prior to the first public meeting)
 - iii. 1 mailed letter to district residents (prior to the second public meeting)
 - iv. Moore to create and host a project website with updated project information throughout the duration of the preliminary design phase.
 - Hosted for the duration of this agreement
 - Up to 3 updates
 - b. Assist Owner with assessment district creation including maps, engineer's report, and other documents. Engineer will not prepare resolutions.
 - i. 1 map
 - ii. 1 report
 - iii. 2 commission meetings
- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
1. those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
1. Owner shall assist with existing conditions by providing documents as requested by Engineer.
 2. Owner shall also participate in design meetings and provide feedback and reviews as requested.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
1. Moore will complete the preliminary design phase, including the sunset of the protest period, by January 6, 2026 unless otherwise specified by the City.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase	N/A	Hourly, Standard Rates
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$160,000	Hourly, Standard Rates
c. Bidding or Negotiating Phase	N/A	TBD
d. Construction Phase *	N/A	TBD
e. Resident Project Representative Services *	N/A	TBD
f. Post-Construction Phase	N/A	TBD
TOTAL COMPENSATION	\$160,000	
2. Additional Services (Part 2 of Exhibit A)	N/A	TBD

*Based on a [TBD] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

A. Braun Intertec

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

A. Project area map

B. Geotechnical proposal

10. Other Documents Incorporated by Reference: NA

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 7, 2025.

OWNER: City of Mandan, ND

ENGINEER: Moore Engineering, Inc.

By: _____

By: Carl Jackson

Print Name: James Froelich

Print Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

Engineer License or Firm's
Certificate No. (if required): 011C
State of: ND

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jarek Wigness, PE

Name: Grant Dockter, PE

Title: City Engineer

Title: Project Manager

Address: 205 2nd Ave NW
Mandan, ND 58554

Address: 4503 Coleman Street, Suite 105
Bismarck, ND 58503

E-Mail
Address: Jarek.wigness@cityofmandan.com

E-Mail
Address: grant.dockter@mooreengineeringinc.com

Phone: (701) 667-3228

Phone: (701) 425-1842



Project Name: Mandan 2026 Street Rehabilitation Project Number: 30711 Client: City of Mandan DATE: 10/1/2025			Defined Limits	TASK HOURS TOTAL	SR PROJECT MANAGER	PROJECT FUNDING ENGAGEMENT CONSULTANT	PROJECT MANAGER	PROJECT ADMINISTRATOR II	PE II	CADD STANDARDS COORDINATOR	GRADUATE ENGINEER	GIS MANAGER	GIS TECH II	SURVEY MANAGER	SURVEY CREW CHIEF II	SURVEY CREW CHIEF I	OFFICE ADMINISTRATOR I
PHASE	TASK NO.	PHASE DESCRIPTION															
310 - Preliminary Design																	
310	310.001	Internal Team Coordination	14 weeks	64.00	14		28	4	14								4
310	310.002	City of Mandan Coordination/meetings (Bi-Weekly)	7 meetings	21.00	7		7		7								
310	310.003	Sub cor. & Geotech - Street Corings, Soil Borings & Pavement Design (Typical Sections for Traditional and CTB)	Braun Intertec	5.00					1		4						
310	310.004	Topo Survey - FL, CL, No Boundary or Utilities, Bring in Utilities from GIS	See map	229.00					1		4			4	110	110	
310	310.005	Collect Project Info (Record dwgs, GIS Parcels, existing utilities, photograph conditions, drainage issues, input into GIS, etc.)	Information provided by the City	22.00			2		4		16						
310	310.006	Field review of project area. Review PASER ratings and assign PASER ratings.	Up to 4 days	52.00			4		8		40						
310	310.007	Paint & GPS Asphalt & Concrete Replacement Areas	Up to 4 days	48.00					8		40						
310	310.008	Determine ADA Non Compliance Locations	Not including detailed design	52.00					12		40						
310	310.009	Identify and analyze drainage areas and drainage design alternatives	Up to 4 locations	22.00			2		4		16						
310	310.010	Field Review of Alternates (Plan-in-hand with City staff)	1 meeting	8.00			2		2		4						
310	310.011	Prepare Existing Conditions Dwgs & Maps		40.00						20	12		8				
310	310.012	Traffic review, Road closures and Detour Routing Planning		16.00			2		2	4	8						
310	310.013	Prepare maps & typical Section of alternates	Up to 2 sections	22.00					2	8	8		4				
310	310.014	Pavement Design Alternates (tradition/CSB)	Up to 2 alternates	8.00					2	2	4						
310	310.015	30% QMP Review	Internal and City review	8.00			2		2		4						
310	310.016	Incorporate Stakeholder Comments		12.00			2		2	4	4						
310	310.017	Compute Quantities & Separation into different Pay Groups (To Match City funds)		16.00			2		2		12						
310	310.018	Prepare updated EOPC		22.00			2		4		16						
310	310.019	Develop Special Assessment Boundary Map and Legal Description	1 map	6.00			4		2								
310	310.020	Preliminary Special Assessment Calculations	Excel spreadsheet - delivered to city	12.00			2		2		8						
310	310.021	Prepare individual postcard to residents	1 mailing	16.00		8	2		2								4
310	310.022	Prepare Individual Letters to residents with Special Assessment Totals & Mail	1 mailing	20.00		8	2		2		4						4
310	310.023	Create and host project website	For the duration of this agreement - up to 3 updates	30.00		12			2			12	4				
310	310.024	Resident and stakeholder follow up	Up to 2 meetings	8.00			4		4								
310	310.025	Commission Mtg Support - Resolution of Necessity	1 meeting	2.00			2										
310	310.026	Preparation for and Conduct Public Input Mtgs	2 meetings	36.00	4	8	8		8		8						
310	310.027	Technical Support during Protest Period, FAQ for Website, Etc.	Up to 16 hours	16.00			8		4		4						
310	310.028	Score Protest Results & Technical Support at Final Commission Approval Mtg	1 meeting	4.00			2		2								
				817.00	25	36	89	4	105	38	256	12	16	4	110	110	12
					25	36	89	4	105	38	256	12	16	4	110	110	12

September 23, 2025

Proposal QTB222461

Grant Docktor, PE
Moore Engineering, Inc.
4503 Coleman St., Suite 105
Bismarck, ND 58503

Re: Proposal for a Pavement and Geotechnical Evaluation
City of Mandan Street Rehabilitation Project
Various City Streets – Area 3A
Mandan, North Dakota

Dear Mr. Docktor:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a pavement and geotechnical evaluation for the City of Mandan Street Rehabilitation Project.

Project Information

Per your email request and the map provided, we understand the City will be rehabilitating several city streets. Based on the map provided, the streets appear to total about 2.5 miles.

To assist with recommendations related to repair of the streets, we propose to perform Ground Penetrating Radar (GPR) testing, pavement coring and hand auger borings, and soil borings.

Purpose

The purpose of the pavement evaluation is to determine the thicknesses of the in-place pavement materials and to note underlying material conditions to assist with repair recommendations. The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the project.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Traffic Control

Based on our review of the streets to be tested, the streets appear to be low-volume streets. To protect our field crews and alert motorists of our work, we intend to use traffic signs and cones.

Ground Penetrating Radar

To provide a continuous profile of pavement layer thicknesses along the streets, we will perform GPR testing using a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds in a single direction of travel. We understand results are to be provided on a block-by-block basis.

Pavement layer thickness data will be gathered at an interval of approximately four data points per foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings. A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

Pavement Coring and Hand Auger Borings

Using data obtained from the GPR, we will perform a total of 12 pavement cores and hand auger borings. The purpose of performing the pavement cores and hand auger borings will be to confirm and calibrate the GPR scans, to measure the thickness of the existing pavement section and underlying aggregate base section, if present, and to assess underlying bituminous conditions.

Once complete, the pavement cores will be returned to our lab where they will be reviewed for any material deficiencies and retained for any warranted testing. Upon backfilling boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of corehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Site Access

Based on the map provided, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by us, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link the GPS data to an



appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill a total of eight standard penetration test (SPT) borings for the project. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of 10 feet.

We will collect jar samples from the borings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole/Core Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 6 moisture content tests, 2 mechanical analyses (through a #200



sieve only), and 2 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings (soundings, cores, etc.).

Engineering Analyses

We will use data obtained from the GPR testing, pavement coring and hand auger borings, and soil borings to assess viable repair options for the streets.

Report

We will prepare a final report that includes:

- A CAD sketch showing the tested streets and exploration locations.
- Tabular and graphical depiction of the GPR scan results.
- A discussion of the GPR findings.
- Summary of the pavement core and hand auger boring results, as well as photographs of the pavement cores.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for repair of the tested streets.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- GPR testing – within about 2 to 3 weeks following receipt of written authorization. GPR testing will be done in conjunction with other North Dakota cities.
- Pavement coring and hand auger borings – within 1 to 2 weeks of written authorization.
- Drill rig mobilization – within about 2 to 3 weeks of written authorization.
- Final report submittals – we will submit our final report within about 2 to 3 weeks of collection and analysis of the GPR data. We assume the report can be provided by the end of November, 2025.



If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of **\$13,476. This cost assumes work is performed in conjunction with other North Dakota cities.** We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Services Agreement between Moore Engineering and Braun Intertec Corporation, dated September 24, 2024. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Amy Grothaus at 651.261.7122 or agrothaus@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Amy J. Grothaus, PE

Senior Manager, Senior Engineer

Charles (Wes). Dickhut, PE

Associate Director, Principal Engineer

Attachment:

Project Proposal

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB222461

City of Mandan Street Rehabilitation Project

Client: Moore Engineering, Inc. Grant Dockter 925 10th Ave E Ste 101 West Fargo, ND 58078	Work Site Address: Various City Streets Mandan, ND	Service Description: Pavement and Geotechnical Evaluation
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	Pavement Evaluation				
Activity 1.1	Ground Penetrating Radar				\$2,470.00
1600	FWD/GPR Mobilization, per mile (assumes project is performed in conjunction with other ND cities)	500.00	Each	1.00	\$500.00
1804	GPR Equipment Fee, Roadway, per hour	8.00	Each	85.00	\$680.00
383	GPR Technician	8.00	Hour	130.00	\$1,040.00
PERDIEM	Per Diem	1.00	Each	250.00	\$250.00
Activity 1.2	Coring and Hand Auger Borings				\$1,730.00
1862	UTIL Trip Charge	1.00	Each	50.00	\$50.00
1555	Bituminous patch material and core barrel fee, per core	12.00	Each	30.00	\$360.00
252	Bituminous Coring and Hand Auger Boring, two person crew	6.00	Hour	220.00	\$1,320.00
Phase 1 Total:					\$4,200.00
Phase 2	Geotechnical Evaluation				
Activity 2.1	Site Layout - Staking - Utility Clearance - CADD				\$972.00
205	Site layout and utility clearance - staff engineer	3.00	Hour	180.00	\$540.00
288	Project Assistant	1.00	Hour	0.00	\$0.00
371	CADD/Graphics Operator	1.00	Hour	142.00	\$142.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	3.00	Each	80.00	\$240.00
1862	UTIL Trip Charge	1.00	Each	50.00	\$50.00
Activity 2.2	Drilling Services				\$3,360.00
9000	Truck Mounted Drilling Services, per hour	8.00	Each	420.00	\$3,360.00
1029	Standby time, per hour		Each	420.00	\$0.00
Activity 2.3	Geotechnical Soil Tests				\$590.00
1152	Moisture content, per sample	6.00	Each	22.00	\$132.00
1166	Loss by Washing Through #200 Sieve, per sample	2.00	Each	98.00	\$196.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	2.00	Each	131.00	\$262.00
Phase 2 Total:					\$4,922.00
Phase 3	Analysis and Reporting				
Activity 3.1	Evaluation/Analysis/Reporting				\$4,354.00
138	Project Assistant	3.00	Hour	98.00	\$294.00
371	GIS/CAD Specialist II	1.00	Hour	142.00	\$142.00
126	Project Engineer (GPR analysis)	6.00	Hour	186.00	\$1,116.00
128	Senior Engineer	10.00	Hour	216.00	\$2,160.00
125	Project Control Specialist	1.00	Hour	150.00	\$150.00
130	Principal Engineer	2.00	Hour	246.00	\$492.00

Project Proposal
QTB222461
City of Mandan Street Rehabilitation Project

Phase 3 Total:	\$4,354.00
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Proposal Total:	\$13,476.00
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Task Order No. 10: Mandan Proper PH I

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: October 7, 2025
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project (title): Mandan Proper PH I
- E. Specific Project (description): Professional services for City of Mandan Engineering and Public Works, including preliminary engineering, surveying, funding applications, assessment district creation and related items for Mandan Proper PH I.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- 1. Preliminary Design Phase (Exhibit A, Paragraph A1.02)

- a. Review of existing conditions – utilize GIS, maps, and records from the Owner – information provided by Owner
 - b. Field review of existing conditions – up to 10 site visits
 - c. Draft existing conditions drawing
 - d. Review existing conditions with public works – 1 meeting
 - e. Prepare detailed project scope exhibit – 1 exhibit
 - f. Review sanitary sewer and storm sewer televising – provided by Owner
 - g. Prepare list of specific design considerations and review with Owner – 1 meeting

- h. Prepare a detailed design report to document decisions made throughout the project
- i. Determine ADA non compliance locations – not to include detailed design
- j. Determine electrical scope and develop EOPC – performed by Prairie Engineering
- k. Identify and analyze drainage areas and drainage design alternatives – up to 4 locations
- l. Review water distribution master plan – provided by Owner
- m. Review sanitary sewer collection master plan – provided by Owner
- n. Review storm water master plan – provided by Owner
- o. Develop a stormwater plan for the Mandan Proper (PH I-IV) project areas – utilizing Owner’s existing model with updates deemed necessary.
- p. Traffic control plans and project phasing
- q. Develop typical sections – up to 3 sections and 2 alternates
- r. Prepare updated EOPC
- s. Dry utility coordination – identify potential conflicts. Information provided by One Calls.

B. Other Services

Engineer shall also provide the following services:

- 1. 605: Funding Assistance
 - a. DWR application
 - i. Engineer will complete and submit 1 DWR application for preliminary engineering – BAIA provided by Owner and updated by Engineer
 - ii. Engineer will attend DWR pre-commission meeting and commission meeting.
 - b. SRF application
 - i. Engineer will complete the application for an SRF loan.
 - ii. Engineer will complete all SRF requirements including Facility Plan and Environmental Report.
 - c. Special assessment support
 - i. Develop special assessment boundary map and legal description – 1 map
 - ii. Preliminary special assessment calculations – create 1 spreadsheet and provide to Owner
 - iii. Commission meeting support for Resolution of Necessity – 1 meeting
 - iv. Technical support during protest period – develop FAQ, resident questions – up to 24 hours

- v. Score protest results and technical support for commission meeting – 1 meeting
- 2. 610: Public Outreach
 - a. 1 post card mailed to the entire Mandan Proper area
 - b. 1 open house for the entire Mandan Proper area
 - c. 1 post card mailed to the Mandan Proper PH I residents
 - d. 1 special assessment letter mailed to the Mandan Proper PH I residents
 - e. 2 public meetings for the Mandan Proper PH I residents
 - f. Engineer will create, host, and update a project website to house information and project updates – for the duration of this agreement. Up to 3 updates.
 - g. Meet and engage with residents as needed outside of public meetings – up to 3 meetings
- 3. 900: Survey Services
 - a. Perform topographical survey of the project area (see attached map) – assume 2 weeks of a 2 man crew. Drone imagery.
 - b. Boundary information – up to 12 hours
- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- D. The intent of this initial Task Order scope of work is to perform preliminary engineering services only. Engineer and Owner will follow up with subsequent amendments for final design and bidding & negotiating.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - 1. those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - 1. Owner shall assist with existing conditions by providing documents as requested by engineer.
 - 2. Owner shall also participate in design meetings and provide feedback and reviews as requested.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Moore will complete the tasks included in this task order by July 1, 2026.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase	\$NA	Hourly, Standard Rates
b. Preliminary and Final Design Phase	\$210,000	Hourly, Standard Rates
c. Funding Assistance	\$20,000	Hourly, Standard Rates
d. Public Outreach	\$35,000	Hourly, Standard Rates
e. Survey Services	\$65,000	Hourly, Standard Rates
f. Bidding or Negotiating Phase	N/A	TBD
g. Construction Phase *	N/A	TBD
h. Resident Project Representative Services *	N/A	TBD
i. Post-Construction Phase	N/A	TBD
TOTAL COMPENSATION	\$330,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	TBD

*Based on a [TBD] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

A. Prairie Engineering

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

A. Project area map

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 7, 2025.

OWNER: City of Mandan, ND

ENGINEER: Moore Engineering, Inc.

By: _____

By: Carl Jackson

Print Name: James Froelich

Print Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jarek Wigness, PE

Name: Grant Dockter, PE

Title: City Engineer

Title: Project Manager

Address: 205 2nd Ave NW
Mandan, ND 58554

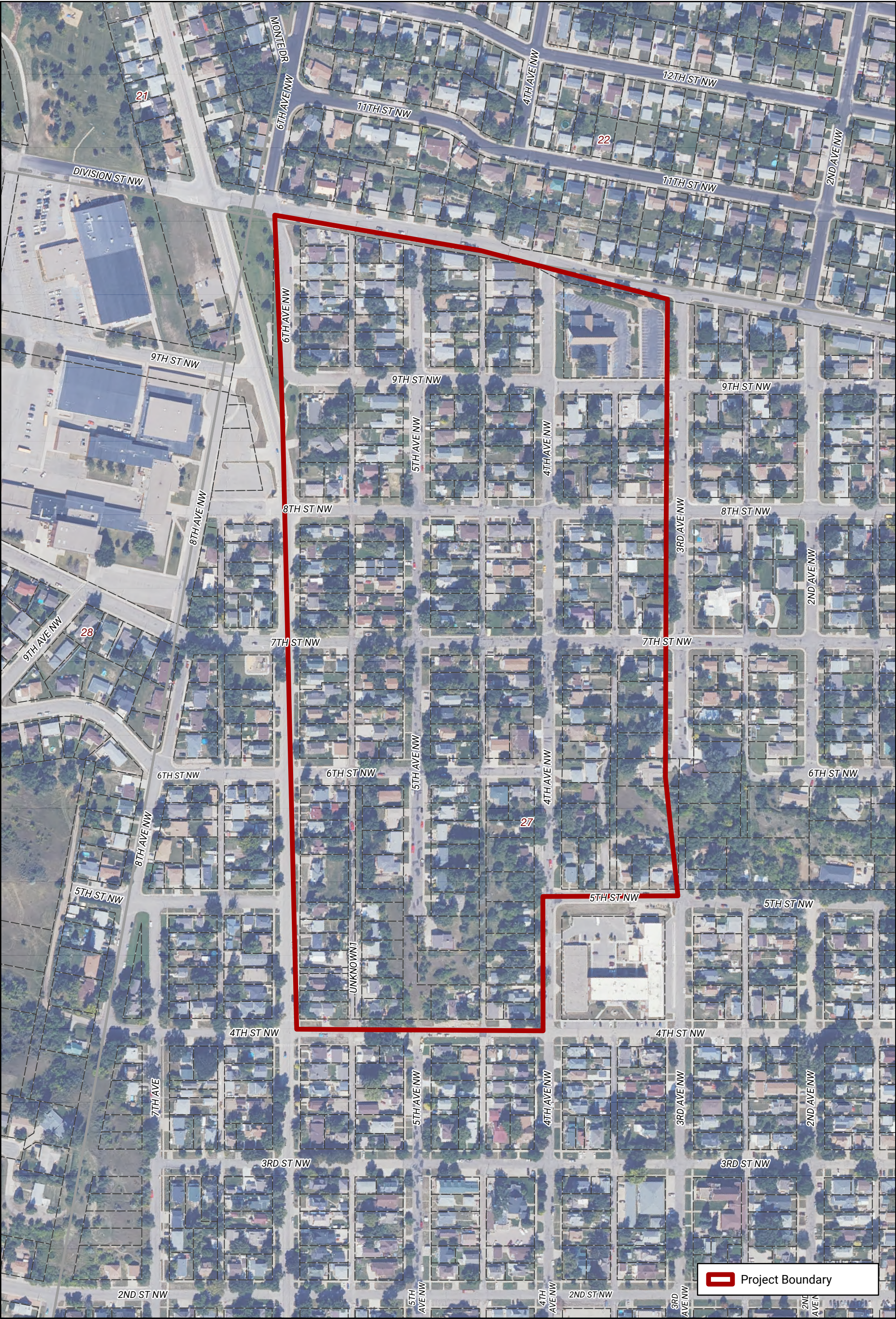
Address: 4503 Coleman Street, Suite 105
Bismarck, ND 58503

E-Mail
Address: Jarek.wigness@cityofmandan.com

E-Mail
Address: grant.dockter@mooreengineeringinc.com

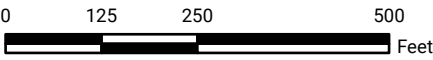
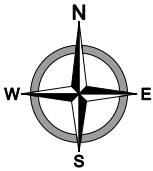
Phone: (701) 667-3228

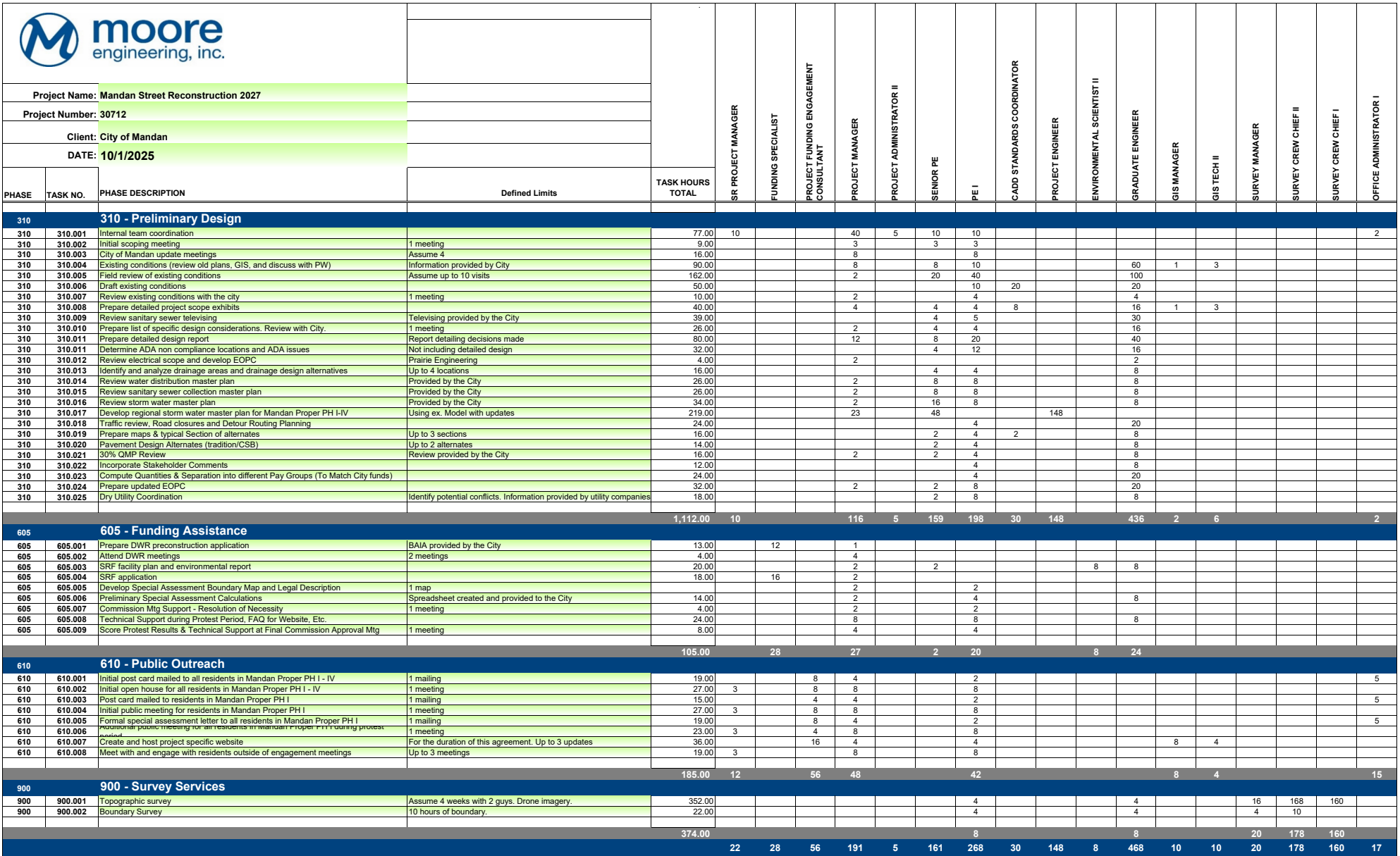
Phone: (701) 425-1842



MANDAN PROPER PH 1
MANDAN, NORTH DAKOTA

Created By: BAS Date Created: 09/22/25 Date Saved: 09/22/25 Project Number: 30711
Exported By: brook.smith Date Exported: 09/22/25 Parcels: ND, 01/25 Aerial Image: 2024 NAIP SIDS
Elevation Data: Coordinate System: N/A Vertical Datum: NAVD1988
Q:\Projects\30000\30700\30712 MandanProperPH\GIS\APRX\Project Area Maps\Project Area Maps.aprx







City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consideration of request for proposals for architectural services for Fire Station No. 3

STATEMENT/PURPOSE:

To request City Commission approval to issue a Request for Proposals (RFP) for professional architectural and engineering services related to the planning, design, and construction of Mandan Fire Station No. 3. Approval of this item will authorize the Fire Department to formally solicit proposals from qualified firms to provide preliminary design, cost estimating, construction documents, and related services necessary to advance the project.

BACKGROUND/ALTERNATIVES:

The Mandan Fire Department has identified the need for a third fire station to address community growth, increasing call volume, and response time deficiencies in certain areas of the city. From 2019 to 2024, emergency calls increased by more than 36%, with a growing percentage of incidents occurring simultaneously. This trend, combined with continued development and annexation in northwest Mandan places additional strain on existing resources and extends travel times for emergency units. To help meet these challenges, the City was recently awarded a SAFER grant to support additional firefighter staffing, which further underscores the importance of moving forward with the development of Fire Station No. 3. A third station will reduce response times, enhance community risk reduction, and support the City's long-term growth strategy.

To move the project forward, professional architectural and engineering services are required to complete preliminary design work, cost estimates, and construction documents. Issuing a Request for Proposals (RFP) is the next step in the process to select a qualified firm to assist the City in advancing the Fire Station No. 3 project.

Staff anticipates the RFP being advertised in the Mandan News on Oct 17th, Oct 24th,

and Oct 31st, with the anticipation that the RFP will be accepted until 5pm on Monday, November 10th.

ATTACHMENTS:

1. Mandan Fire RFP

FISCAL IMPACT:

Funding for architectural and engineering services will be incorporated into the 2026 budget as part of this action, allowing the City to enter into a contract with the selected firm once the RFP process is complete.

The act of issuing the RFP itself has minimal fiscal impact beyond staff time and required publication costs.

STAFF IMPACT:

Minimal, as staff will continue to draft the RFP, advertise, and ultimately select a firm

LEGAL REVIEW:

Attorney Oster's office has reviewed this information.

RECOMMENDATION:

Authorize the Fire Department to issue a Request for Proposals (RFP) for architectural and engineering services related to Fire Station No. 3

SUGGESTED MOTION:

I move to authorize the Fire Department to issue a Request for Proposals (RFP) for architectural and engineering services related to Fire Station No. 3

**MANDAN FIRE STATION 3
REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL SERVICES**

The Mandan Fire Department requests written qualifications from professional Architectural/Engineering firms for the following:

The Mandan Fire Department has identified the need to construct an additional fire station in Northwest Mandan. A city owned lot at 3600 Old Red Trail NW is currently available for this project, however, the city is open to considering alternative site locations that may provide improved operational or community benefits.

The new facility may also serve as the City's Emergency Operations Center (EOC). Respondents are required to provide design and cost estimates for both the fire station and the potential EOC components, with pricing estimates presented separately to allow the city to evaluate options independently.

In addition, the selected firm will assist the city in identifying and evaluating potential land options for a future Fire Station in the Southeast or Southwest areas of Mandan to support long term growth and service needs.

The successful applicant will provide professional consulting services for the Mandan Fire Station No. 3 project, including preliminary design and cost estimation, full design development, preparation of contract documents, bidding assistance, and contract administration.

Because construction of Fire Station No. 3 will be decided by a public vote, the selected firm shall also assist the City in developing and executing a comprehensive public engagement and communication plan, including preparation of clear visual concepts, cost and tax-impact summaries, FAQs, and participation in public meetings and media outreach as requested.

Qualifications Statements from consultants, six (6) hard copies and one digital copy, will be accepted until 5:00 pm CT on Monday, November 10th, 2025, in the format prescribed by the City. Mail or deliver documents to Mandan City Hall, Attn: Fire Chief Mitch Bitz.

Mailing Address: 205 2nd Avenue NW Mandan, ND 58554

Physical Address: 205 2nd Avenue NW Mandan, ND 58554

Written proposals shall address the firm's experience and ability to perform the defined services in a timely manner. Written proposals shall be limited to a maximum of 20 single sided or 10 double sided pages on standard letter (8-1/2x11) paper, using 12-point font. The primary items for consideration will be, but are not limited to the firms:

1. Technical capabilities of Firm and of proposed project team.
2. Experience and performance of Firm and of proposed project team.
3. Understanding of project and proposed work approach.
4. Knowledge of regulations and local conditions.
5. Ability to respond in a timely manner.
6. Availability of qualified personnel.
7. Experience with similar types of projects.

The architect/engineer will be selected based upon Statements of Qualification and/or oral interviews. A selection committee will recommend a single firm to the Board of City Commissioners. A detailed scope of work will be developed, and prices will be negotiated with the firm selected. Failure to reach an agreement acceptable to the City of Mandan will result in negotiation with the second most qualified firm. A professional services agreement will be executed with a single firm.

All inquiries shall be in writing and directed to Fire Chief Mitch Bitz at:
mbitz@cityofmandan.com

Site Visit: This land is city owned property and is available to be viewed at any time.

The City reserves the right to reject any or all proposals or inquiries, waive any informality in the process or to accept any response it may deem to be in the best interest of the City.

Mandan News Adv: 10/17/2025, 10/24/2025, 10/31/2025



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 30, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: To sign a contract with HDR engineering to perform an evaluation on the Waste Water Treatment Plant Masterplan

STATEMENT/PURPOSE:

To enter into a contract with HDR to review and evaluate the Waste Water Treatment Plant Masterplan that was originally prepared by AE2S.

BACKGROUND/ALTERNATIVES:

The engineering department contacted three different engineering firms to conduct a review and evaluation of the WWTP masterplan. Of the three contacted firms, the engineering department believes that HDR's proposal is the best choice.

ATTACHMENTS:

1. WWTP Scope comparison
2. Mandan WWTF MP Peer Review - Scope-Fee 8-28-25
3. Mandan WWTF MP Peer Review Scoping Letter-8-28-25

FISCAL IMPACT:

The cost for HDR to perform this work is \$32,200.

STAFF IMPACT:

Staff will spend time coordinating with HDR.

LEGAL REVIEW:

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

RECOMMENDATION:

To sign a contract with HDR to perform a second opinion on the Waste Water

City Commission

Agenda Documentation

October 7, 2025

Subject: Consider allowing HDR to perform a second opinion on the Waste Water Treatment Plant Masterplan

Page 2 of 2

Treatment Plant Masterplan.

SUGGESTED MOTION:

I move to sign a contract with HDR to perform a second opinion on the Waste Water Treatment Plant Masterplan.

	Moore	HDR	APEX
Costs:	\$ 15,000.00	\$ 32,200.00	\$ 152,000.00
Timeline	6 weeks	6 weeks	2-3 months
Scope will include	Site visit with city staff to dicuss curnet defieneces Periodic cooridnation with AE2S review treatment processes identified in Master plan Review Evaluation of feasibility of selected alternative to ensure correct choice. Will include reivew of prelim cost estiamte and compare costs to similar projects. Will also provide notes and considerations to assist in decision-making process.	Meet with AE2S and city staff Progress meetings with city staff review treatment processes identified in Master plan Identify other treatment process that should be considered (at Review of OPC of scenarios identified in Master plan as well as any other methods identified, will include a planning level review of both capital costs and opreation and maintenance presented in master plan	meet with city staff review treatment processes identified in Master plan Evalute regionalization (send it to bismarck) update costs related to current master plan alternatives
Final Deliverable	PDF Techincal memo summarizing findings	PDF Techincal memo summarizing findings	Value engineering study, report on regionalization

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER WWTF – 25-01**

THIS AGREEMENT is made as of this _____ day of _____, 2025, between the CITY OF MANDAN (“OWNER”), and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **Mandan Wastewater Facility Plan Peer Review** (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

Time and Materials, with a not-to-exceed limit of **\$32,200.00**. Time and Materials shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. Rates shall be adjusted annually in January.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MANDAN

"OWNER"

BY: _____

NAME: _____

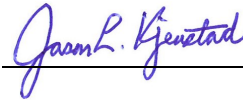
TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____



NAME: _____

Jason Kjenstad

TITLE: _____

Sr Vice President

ADDRESS: _____

3231 Greensboro Drive, Ste 200
Bismarck, ND 58503-5413

EXHIBIT A
SCOPE OF SERVICES

Exhibit A - Scope of Services

HDR Engineering Inc. (HDR) will provide a peer review of the updated Facility Plan for the Wastewater Treatment Facility Master Plan. The scope will include evaluating the identified treatment options and associated costs as well as providing recommendations of additional processes to review and their associated costs.

Task Series 1 – Technical Peer Review

Review HDR will review the updated Facility Plan and provide a technical memorandum (TM) outlining the findings.

Task 1.1 - Project Management

1. Complete invoices
2. Manage deliverables and overall project schedule

Task 1.2 - Project Meetings

HDR will schedule and coordinate meetings as necessary. A minimum list of meetings is outlined below.

1. Kick-off meeting:
 - Kick-off meeting with the City and AE2S to review the scope of required services, review criteria and expectations, obtain background information, and establish/review tentative schedule for completion.
 - Develop meeting schedule and develop communication processes.
 - Prepare a meeting summary
2. Coordination meetings:
 - Facilitate progress coordination meetings with applicable project team members as necessary.
 - Prepare meeting agendas and meeting minutes.
3. TM Findings meetings:
 - Facilitate TM Findings meeting with applicable project team members as necessary.
 - Prepare meeting agendas and meeting minutes.

Task 1.3 - Process Review

1. Perform review of Treatment Process Alternatives identified in Master Plan.
2. Identify additional treatment processes to be considered. At a minimum AGS to be identified and discussed.



Task 1.4 - Financial Review

1. Perform review of Opinion of Probably Project Costs of scenarios identified in Master Plan as well as additional treatment process scenarios identified.
 - Review to include a planning level review of both the Capital and OM&R cost information presented in the Master Plan. In depth financial computations will be completed by others.

Task 1.5 – Technical Memorandum

1. Provide a Technical Memorandum outlining findings and recommendations of Process and Financial Review.
 - Technical memo to be delivered in PDF format.

Assumptions

- HDR will submit 1 technical memorandum to the City summarizing HDR's findings related to the updated Facility Plan.
- HDR will attend the kickoff, and findings review meetings in person with the City staff and AE2S.
- The HDR review team will attend up to three (3) virtual review meetings with the City and AE2S.
- Updates to flow and loading projections and Hydraulic modeling are not included.

Schedule

Kickoff Meeting	September 2025
Initial Review Comments	October 2025
Provide Final Technical Memo	October 2025

Mandan WWTP - Facility Plan Peer Review

Project# -

Engineering Services

HDR Engineering, Inc.

September 2025

LABOR								
	Managing Principal	Project Manager 4	Project Manager 6	Engineer 9	Engineer 4	Project Accountant	Project Assistant	
Task	D. Peters	J. Hillius	B. King	Haecherl	Vossler	B. Davis	Henze	
	\$280.00	\$225.00	\$260.00	\$240.00	\$165.00	\$110.00	\$105.00	
								Total Labor
Task 1 -Technical Peer Review								
1.1 - Project Management & Administration		4	4			4	1	13
1.2 – Project Meetings	2	4	2	4				12
1.3 – Process Review	2			46	2			50
1.4 - Financial Review	2	1	2	6	24			35
1.5 – Techincal Memorandum		5	4	20	2		8	39
Task 1 Hours	6	14	12	76	28	4	9	149
Task 1 Fee	\$1,680	\$3,150	\$3,120	\$18,240	\$4,620	\$440	\$945	\$32,195
Total Hours	6	14	12	76	28	4	9	149
Total Fee	\$1,680	\$3,150	\$3,120	\$18,240	\$4,620	\$440	\$945	\$32,195
							Project Total	\$32,195

SUMMARY:	
Total Hours	149
Direct Expenses	\$0
Total Labor	\$32,195
Subconsultant	\$0
Total	\$32,200



HDR Engineering 2025 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	280
Project Manager 7	280
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	280
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	225
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1714 each
Color 11x17	\$0.3602 each
Plots Bond	\$0.55 per sq. ft.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.



August 28, 2025

Jarek Wigness, PE
City Engineer
City of Mandan, ND
205 Second Avenue NW
Mandan, ND 58554

Dear Mr. Wigness,

HDR Engineering Inc. (HDR) is excited for the opportunity to provide this Scope of Services for professional engineering services to complete a peer review of the Wastewater Treatment Facility Master Plan. HDR will provide Project Management, Technical Peer Review of Treatment Alternatives, and Opinion of Probable Construction Costs as well as OM&R costs. HDR will include an evaluation of Activated Granular Sludge (AGS) as an additional Alternative. HDR is interested in participating in the City of Mandan's future consultant selection process for the WWTF Expansion project design and CMAR program. We understand that this peer review does not preclude our ability to pursue that process and support the City in the future. HDR will complete these tasks for an hourly, not to exceed amount of \$32,200.00. A detailed breakdown of tasks, hours and expenses is attached.

Sincerely,
HDR Engineering, Inc.


Jarrett Hillius, PE
Project Manager


Jason Kjenstad, PE
Sr Vice President



City Commission

Agenda Documentation

MEETING DATE: October 7, 2025
PREPARATION DATE: September 18, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
Justin Schulz, Assistant Finance Director
SUBJECT: Final 2026 Budget

STATEMENT/PURPOSE:

To approve the second and final consideration of Ordinance No. 1473 adopting the final 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,

Subject: Consider the second and final consideration of Ordinance No. 1473 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

Page 2 of 3

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 conducted 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 final 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 = \$7.45 or \$2.48 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.

Subject: Consider the second and final consideration of Ordinance No. 1473 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

Page 3 of 3

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 approve the second and final consideration of Ordinance No. 1473 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.

SUGGESTED MOTION:

I move to approve the second and final consideration of Ordinance No. 1473, 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.

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