



**AGENDA
CITY COMMISSION
NOVEMBER 4, 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. *Public Works Announcement – Snow Equipment Training & Trial Runs*
2. *Public Works Announcement – Brad Glass - Operator of the Year*
3. *Construction Update*
4. *Restricted Parking of Certain Vehicles and Trailers*

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 October 21, 2025 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA

1. Consider Abatements:
 - a. 2023 & 2024 Veterans Credit Abatements for Gino Jose
2. Consider acceptance of the Back the Blue Grant and 2025 Budget Amendment
3. ~~Consider approval of the Inmate Housing Agreement with Burleigh-Morton Detention Center~~
4. Consider amending the 2026 Fire Department budget to implement record management systems

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider revised resolutions for the Lower Heart River Flood Risk Reduction project
2. Consider a Development Agreement for Rock Prairie Estates
3. Consider the petition of a Street Improvement District for Rock Prairie Estates
4. Consider bid advertisement for Street Improvement District (SID) 237, Rock Prairie Estates

L. RESOLUTIONS AND ORDINANCES

1. Consider the second and final consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds
2. Consider Resolution establishing Rates and Charges for Services from the Water & Sewer Utility Fund

3. Consider the second and final consideration of Ordinance No. 1479, Relating to Restricted Parking of Certain Vehicles and Trailers

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - November 18, 2025 at 5:30 p.m.
 - December 2, 2025 at 5:30 p.m.
 - December 16, 2025 at 5:30 p.m.

O. ADJOURN

The Mandan City Commission met in regular session at 5:30 PM on October 21, 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, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Sand.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Morton Mandan Public Library ND Tourism Grant Award.* Library Director Barb Sandstrom presented.
2. *Construction Update.* City Engineer Wigness presented.
3. *Mandan Art Alley Ribbon Cutting Wednesday, October 22, 2025, at 5:15 p.m..* Mayor Froelich presented.
4. *Mandan Progress Organization Mix & Mingle Dakota Kustomz, Thursday, October 23, 2025, 5-7 p.m. RSVP to Mandan Progress Organization. Register at the VisitMandan.com site.* Police Chief Ziegler announced the date and time for Trunk or Treat, Oct. 31 at 4-6:30 p.m.

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 Commissioner Rohr moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. MINUTES

1. *Consider approval of the October 7, 2025 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0 None, Absent. The motion passed.

G. PUBLIC HEARING

H. BIDS

1. *Consider awarding bids for Street Improvement District 240, Shores at Lakewood Phase II.* City Engineer Wigness presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. CONSENT AGENDA Commissioner Heinsohn moved and Commissioner Rohr seconded to approve item number 1 and item numbers 3 through 8. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider approval of monthly bills.*
2. *Considering removing hook-up fees that are held in abeyance for Red Trail Holding properties related to Sewer Improvement District 144.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.
3. *Consider approval for the engineering department to apply for the special road fund through the NDDOT for the Redwing Drive project.*
4. *Consider an amendment to the 2026 Fire Department Budget - SAFER grant.*
5. *Consider approving a Department of Water Resources preconstruction funding application for Mandan Proper NW.*
6. *Consider scheduling a Public Hearing for December 2, 2025 to consider the vacation of a portion of Living Water Drive.*
7. *Consider approval for the Mandan Police Department to close the 200 Block of 1st Ave NW on Friday, October 31, 2025, from 3:30 p.m. to 6:30 p.m..*
8. *Consider a minor plat for Kendalls 2nd Addition.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider request from Mandan Progress Organization related to the July 3, 2026 United States 250th Celebration Fireworks Show.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve \$50,000 funding assistance to the Mandan Progress Organization from the City of Mandan's 2% occupancy tax promotion fund for the U.S. 250th Celebration Fireworks Show. Roll Call vote: Aye 4, Nay 1 Dennis Rohr. The motion passed.
2. *Consider the proposal from Starion Bank for the City's sale of Definitive Improvement Warrants and Refunding Improvement Bonds.* Finance Director Greg Welch presented. Commissioner Heinsohn moved, and Commissioner Braun seconded to approve the Resolution Creating the Funds of Improvement Districts and Authorizing the Issuance of Improvement Warrants. Roll Call vote: Aye 5, Nay 0. The motion passed. Commissioner Heinsohn moved, and Commissioner Braun seconded to approve the Resolution Authorizing the Issuance of \$8,717,190 Refunding Improvement Bonds, Series 2025. Roll Call vote: Aye 5, Nay 0. The motion passed.
3. *Long-Term Financial Planning Policy.* Assistant Finance Director Shulz presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the update to the Long-Term Financial Planning Policy. Roll Call vote: Aye 5, Nay 0. The motion passed.
4. *Consider submitting a Highway Safety Improvement Program grant application to the Metropolitan Planning Organization.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to authorize the Engineering Department to submit a Highway Safety Improvement Program application for the Sunset Drive & 27th Street roundabout. Roll Call vote: Aye 5, Nay 0. The motion passed.

5. *Consider submitting an Urban Grant Program application to the Metropolitan Planning Organization.* City Engineer Wigness presented. Commissioner Braun moved and Commissioner Rohr seconded to authorize the Engineering Department to submit an Urban Grant Program application for Phase 2 of the Downtown Street Improvement project. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Consider the introduction and first consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds.* Finance Director Welch presented. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the introduction and first consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider the introduction and first consideration of Ordinance No. 1479, Relating to Restricted Parking of Certain Vehicles and Trailers.* Attorney Sand presented. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the introduction and first consideration of Ordinance No. 1479 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider Resolution establishing Rates and Charges for Services from the Solid Waste Utility Fund.* Public Works Director O'Keefe presented. Commissioner Heinsohn moved, and Commissioner Braun seconded to approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- November 4, 2025 at 5:30 p.m.
- November 18, 2025 at 5:30 p.m.
- December 2, 2025 at 5:30 p.m.

O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:26 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 16, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

N/A

ATTACHMENTS:

None

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 16, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatements for Gino Jose

STATEMENT/PURPOSE:

To consider 2023 & 2024 Applications for Disabled Veterans Property Tax Credit for property located at 902 Sunflower Lane SW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-6111105 with a legal description of Lot 3 Block 1 Keidels South Heart Terrace 2nd.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2023 & 2024.

ATTACHMENTS:

1. 2023 & 2024 Veterans Credit Abatement Forms
2. Veterans Credit Flyer

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2023 & 2024 Abatement Applications for Gino Jose at 902 Sunflower Lane SW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023 & 2024 Abatement Applications for Gino Jose at 902 Sunflower Lane SW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-6111105

Name JOSE/GINO & LORI FURAUS

Telephone No. _____

Address 902 SUNFLOWER LN SW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 3 BLOCK 1 KEIDEL'S SOUTH HEART TERRACE 2ND

RECEIVED
BY: _____

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

Land \$ 100,000-
Improvements \$ 490,100-
Total \$ 590,100-
(1)

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

Land \$ 100,000-
Improvements \$ 490,100-
Total \$ 590,100-
(2)

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

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complaintant 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. § 57-02-08.4). 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 2023 Veterans Credit be approved.

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. § 57-23-01.1.

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 10/15/25

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 COUNTY OF MORTON

Property I.D. No. 65-6111105

Name JOSE/GINO & LORI FURAUS

Telephone No. _____

Address 902 SUNFLOWER LN SW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 3 BLOCK 1 KEIDEL'S SOUTH HEART TERRACE 2ND

RECEIVED
OCT 15 2025

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

Land \$ 60,000 -
Improvements \$ 467,400 -
Total \$ 527,400 -
(1)

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

Land \$ 60,000 -
Improvements \$ 467,400 -
Total \$ 527,400 -
(2)

The difference of \$ 0.00

true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.1
- ☐ 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 conditions: _____

Applicant asks that 2024 Veterans Credit be approved.

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 the reasonable notification of the inspection. (See N.D.C.C. § 57-23-05.)

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 10/15/25

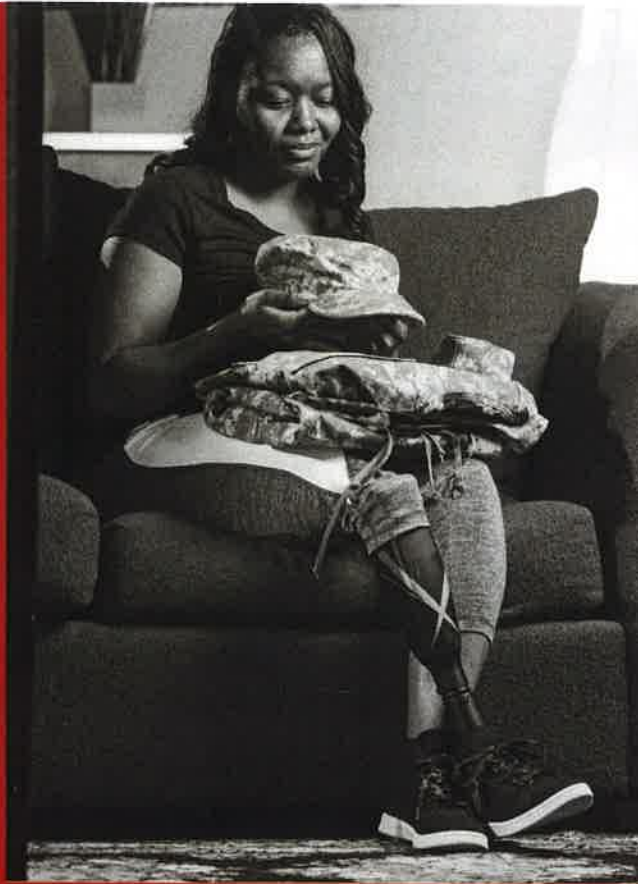
Additional Information

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

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

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

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



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

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

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



Visit tax.nd.gov for more information.



The Program

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

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

Eligibility Details

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



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

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

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



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



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider acceptance of the Back the Blue Grant and 2025 Budget Amendment

STATEMENT/PURPOSE:

Consider acceptance of the Back the Blue Grant and 2025 Budget Amendment

BACKGROUND/ALTERNATIVES:

The Mandan Police Department was approved for the *Back the Blue Grant*, receiving a total award of **\$62,311.05** from the **State of North Dakota**. These funds are designated to support recruitment or retention efforts within the department. Other law enforcement agencies across the state are implementing similar payout plans. After reviewing several options, the department determined that the current plan provides the most practical and equitable approach, ensuring timely implementation while maintaining fairness for all eligible personnel.

ATTACHMENTS:

1. Back the Blue
2. House Bill 1193 Back the Blue Bill 2025
3. Back The Blue award acceptance

FISCAL IMPACT:

The City has received \$62,311.05 from the State of North Dakota to support sworn police officer retention efforts. These funds will be distributed in 2025 to all sworn officers who have successfully completed their one-year employment probation period. Sworn police officers currently serving their probation will receive the retention bonus as a lump-sum payment upon successful completion of their one-year probation.

Any newly hired sworn police officer who begins employment on or before **March 31, 2026**, will be eligible to receive the same lump-sum retention bonus upon completion of

their one-year probationary period.

If, as of **March 30, 2027**, there are remaining funds and no additional eligible officers, the remaining balance will be divided equally among all sworn officers who have successfully completed their one-year probation and hold a rank below sergeant.

A **budget amendment in the amount of \$62,311.05** will be required to allocate these grant funds for distribution.

The finance department is aware of this and the Police Chief and Payroll are working together to distribute the funds once approved.

STAFF IMPACT:

Recruitment and retention for sworn Police Officers.

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the acceptance of the Back the Blue Grant 2025 Budget Amendment for the Police Officer Retention Program.

SUGGESTED MOTION:

I move to approve the acceptance of the Back the Blue Grant 2025 Budget Amendment for Police Officer Retention Program.

Back the Blue: Mandan Police Department Retention Bonus Distribution Plan

Purpose

The City of Mandan Police Department has received funds designated for the hiring and retention of forty-five (45) sworn police officer positions. The purpose of is to outline the plan for the equitable and effective distribution of these funds.

Background

The awarded fund total is **\$62,311.05**, (From the State of North Dakota) intended to support recruitment and retention efforts within the Mandan Police Department. As of the date of this memorandum, the department has two (2) open sworn officer positions and four (4) officers currently serving their initial one-year employment probation.

To ensure consistent application and maximize the impact of these funds, the following distribution plan will be implemented.

Distribution Plan

1. **Current Sworn Officers (Post-Probation):**

All sworn police officers who have successfully completed their one-year employment probation will receive a **lump-sum retention bonus of \$1,384.69**.

2. **Current Probationary Officers:**

Sworn police officers currently serving their one-year employment probation will receive the full **\$1,384.69** retention bonus as a lump-sum payment upon successful completion of their probationary period.

3. **Future New Hires:**

Any new sworn police officer hired **on or before March 31, 2026** will be eligible to receive the **\$1,384.69** lump-sum retention bonus upon completion of their one-year employment probation, provided that total payments do not exceed the **\$62,311.05** awarded fund amount.

Once the total allocated funds have been distributed, the retention program will conclude.

4. **Remaining Funds:**

If, as of **March 30, 2027**, there are remaining funds and no additional eligible

officers, the remaining balance will be divided equally among all sworn police officers who have successfully completed their one-year employment probation and are below the rank of sergeant.

Eligibility Summary

Category	Eligibility Requirement	Bonus Amount	Payout Timing
Current Officers (Post-Probation)	Completed 1-year probation	\$1,384.69	Immediate lump sum
Current Probationary Officers	Complete probation after memo date	\$1,384.69	Upon completion
Future New Hires	Hired before March 31, 2026 and complete probation by March 31, 2027	\$1,384.69	Upon completion
Remaining Funds	Officers under rank of Lieutenant, post-probation	Divided equally	March 30, 2027

Conclusion

This plan ensures that retention funds are distributed equitably and transparently, directly supporting officer retention and departmental stability. The Mandan Police Department recommends approval of this plan for immediate implementation.

**Sixty-ninth Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 7, 2025**

HOUSE BILL NO. 1193

(Representatives Vetter, Bahl, Holle, Motschenbacher, Satrom, Christianson, McLeod, Schauer)
(Senators Barta, Cory, Meyer)

AN ACT to provide an appropriation to the attorney general for a peace officer and correctional officer appreciation grant program; and to provide for a legislative management report.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. APPROPRIATION - ATTORNEY GENERAL - STRATEGIC INVESTMENT AND IMPROVEMENTS FUND - PEACE OFFICER AND CORRECTIONAL OFFICER APPRECIATION GRANT PROGRAM - LEGISLATIVE MANAGEMENT REPORT - ONE-TIME FUNDING. There is appropriated out of any moneys in the strategic investment and improvements fund in the state treasury, not otherwise appropriated, the sum of \$3,500,000, or so much of the sum as may be necessary, to the attorney general for the purpose of a peace officer and correctional officer appreciation grant program, for the biennium beginning July 1, 2025, and ending June 30, 2027. The attorney general shall provide grants to each city and county law enforcement agency in the state based on the proportional number of licensed peace officers and correctional officers employed by the city or county law enforcement agency compared to the total number of licensed peace officers and correctional officers employed by all city and county law enforcement agencies. Of the funding available for this program, a sum of at least \$750,000 must be granted to city and county law enforcement agencies employing ten or fewer employees working in a law enforcement capacity. Funding appropriated in this section must be used for providing retention bonuses to current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees. During the 2025-26 interim, the attorney general shall provide a report to the legislative management regarding the use and effectiveness of grant funds, the number of grants provided, the average amount of bonuses provided by city and county law enforcement agencies and correctional facilities, and other program outcomes under this section. The appropriation in this section is considered a one-time funding item.

Speaker of the House

President of the Senate

Chief Clerk of the House

Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-ninth Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1193.

House Vote: Yeas 77 Nays 14 Absent 3

Senate Vote: Yeas 41 Nays 5 Absent 1

Chief Clerk of the House

Received by the Governor at _____ M. on _____, 2025.

Approved at _____ M. on _____, 2025.

Governor

Filed in this office this _____ day of _____, 2025,

at _____ o'clock _____ M.

Secretary of State

Back the Blue Grant Program

Formula Funding Application



This funding has been appropriated by the 2024 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Supplanting is not allowed. These funds should not be used to replace local funds that, in the absence of this grant, have been appropriated or made available for the purpose of this project. Instead, these funds should enhance the applicant's budgets and activities, and should increase the total funding available for this purpose.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Applicant Information

Agency: Mandan Police Department

Address: 205 1st Ave NW

Street Address

Mandan, ND, 58554

City

State

ZIP Code

Phone: 7016673426

Email: [jbier@mandanpd.com](mailto:jbie@mandanpd.com)

Budget Plan

Please check the following boxes as to how you plan to allocate the funds (*check all the apply*):



Providing retention bonuses to current law enforcement and correction officers



Providing tuition and fee payments on behalf of law enforcement trainees

Disclaimer and Signature

I certify that these funds will be spent as required. Any unspent funds will need to be returned to the Attorney General.

Signature:  Date: 8/29/25



Back the Blue Grant Program Award Acceptance

This funding has been appropriated by the 2025 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Grant funds must not be used to replace (or "supplant") existing local funds that have already been budgeted or appropriated for the same purpose. In other words, if local funds were already allocated for this project or activity, you cannot withdraw those funds and replace them with grant money.

The grant funds are intended to supplement or enhance existing budgets and activities. The goal is to increase the overall resources devoted to the project, not to substitute one source of funding for another.

Applicant Information

Agency Name: Mandan Police Department

Address: 205 1st Ave NW, Mandan, ND, 58554

Phone: 7016673426

Email: jbier@mandanpd.com

Budget Plan

Award Amount: \$62,311.05

Please check the following boxes as to how you plan to allocate the funds (check all the apply):

- ☒ Providing retention bonuses to current law enforcement and correction officers
- ☐ Providing tuition and fee payments on behalf of law enforcement trainees

Disclaimer and Signature

I certify that these funds will be spent no later than March 31, 2027. Any unspent funds will need to be returned to the Attorney General.

Signature: 

Date: 8/29/25



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 27, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the Inmate Housing Agreement with Burleigh Morton Detention Center

STATEMENT/PURPOSE:

Consider approval of the Inmate Housing Agreement with Burleigh Morton Detention Center

BACKGROUND/ALTERNATIVES:

The Burleigh Morton Detention Center shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Mandan Police Department's inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. See attached agreement.

ATTACHMENTS:

1. Contract (city) January 1 2026 HOUSING AGREEMENT

FISCAL IMPACT:

Contracting Agency will pay for the services provided by the BMDC under this contract an amount of \$100.00 per inmate, per day.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Reviewed and approved by City Attorney Amy Oster.

RECOMMENDATION:

I recommend approving the Inmate Housing Agreement with Burleigh Morton Detention Center.

City Commission

Agenda Documentation

November 4, 2025

Subject: ~~Consider approval of the Inmate Housing Agreement with Burleigh Morton Detention Center~~

Page 2 of 2

SUGGESTED MOTION:

I move to approve the Inmate Housing Agreement with Burleigh Morton Detention Center.

INMATE HOUSING AGREEMENT AT BMDC

The parties to this contract are Burleigh County, acting through the **Burleigh Morton County Detention Center** (BMDC) and the _____, hereinafter referred to as Contracting Agency;

WHEREAS, BMDC and thereby Burleigh County is authorized, by law, to have charge and custody of the county jail and county prisoners or inmates; and

WHEREAS, the Contracting Agency desires to designate the BMDC as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, BMDC is desirous of accepting and keeping in its custody such inmates in the BMDC for a rate of compensation and covenants mutually agreed upon by the parties hereto;

WHEREAS, North Dakota Century Code and other North Dakota law, as amended, authorizes any county to contract with any other county, city or agency to perform any government service, activity or undertaking which each Contracting Agency is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this agreement as authorized and provided for by North Dakota Century Code and other North Dakota law, as amended,

NOW, THEREFORE, in consideration of the above and forgoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable, consideration, the parties hereto agree as follows:

1. DEFINITIONS

The term "Inmate": means any individual, whether in pretrial, unsentenced, or sentenced status, as defined by the BMDC.

The term "Day": One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the BMDC inmate records management system. Each Contracting Agency shall be charged for each prisoner who is detained in the BMDC on a charge and/or conviction from the Contracting Agency.

2. TERMS

The term of this contract is for a period beginning on January 1, 2026 and expiring on December 31, 2026. This agreement remains in effect unless terminated in writing by either party pursuant to paragraph #3 of this agreement.

3. TERMINATION

This agreement may be terminated by either party, on written notice from either party to the other party, delivered by regular mail, to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice, unless an emergency situation requires the immediate relocation of the Contracting Agency's inmates. Within said thirty (30) days the Contracting Agency agrees to remove its inmates from the BMDC. Termination does not excuse financial obligations incurred prior to the notice or during the thirty (30) day window subsequent to delivery of the notice.

4. RENEWAL AND MODIFICATIONS

This contract will automatically renew for successive one year periods. The BMDC will provide written notice to the Contracting Agency of BMDC's intent to modify this contract at least ninety (90) days before the intended change takes effect. All amendments to this agreement shall be mutually approved and authorized in writing.

5. SCOPE OF SERVICE

The BMDC, in exchange for the compensation paid by the Contracting Agency under this contract, agrees to provide the following services: The BMDC shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Contracting Agency's inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. The BMDC will not guarantee any inmate population under this contract.

6. COMPENSATION

Contracting Agency will pay for the services provided by the BMDC under this contract an amount of **\$100.00 per inmate, per day.** The parties agree the BMDC will not charge a separate booking fee in addition to said daily rate. The date of booking into the BMDC, no matter how much, or little time of a twenty-four (24) hour day it constitutes, shall be designated as one day of incarceration, and will be billed to the Contracting Agency as a day of custody in the BMDC. To compensate, BMDC will not bill the Contracting Agency for a day in custody, on the day the inmate is released from custody regardless of how much, or little time of a twenty-four hour day it constitutes.

7. BILLING AND PAYMENT

BMDC will provide the Contracting Agency with an itemized bill listing all names of inmates who are housed, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each inmate. BMDC agrees to provide said bill by the 10th day of each month. The Contracting Agency agrees to make payment to BMDC within thirty (30) days of receipt of such bill.

8. ACCEPTANCE OF PRISONERS

The Contracting Agency acknowledges that BMDC has the obligation to manage the level of occupancy for all inmates in the custody of BMDC. Inmate space availability shall be determined exclusively by BMDC supervisors. BMDC does not guarantee any bed availability under the agreement. The Contracting Agency acknowledges that medical clearance may be required prior to any transfer of custody for prisoners who have difficulties walking, talking, visible injuries, potential of internal injuries, head trauma, excessive alcohol or drug ingestion, ingestion in conjunction with pregnancy, or diabetes. The Contracting Agency has the duty and responsibility to disclose all known or suspected hazardous conditions that may adversely affect the prisoner's health. The Contracting Agency acknowledges that regardless of medical clearance, BMDC supervisors have the authority to refuse to take custody of individuals whose physical or mental condition presents challenges that are beyond the BMDC staff's abilities to provide for the reasonable needs of the inmate. Reference North Dakota Correction Facility Standard #30 and #59.

9. RIGHT OF REFUSAL

The BMDC has the right to refuse to provide service for any Contracting Agency inmate that becomes, in the sole reasonable discretion of the BMDC administration, abnormally dangerous to self, others, or property or becomes abnormally burdensome financially, medically, supervisory, or otherwise. If the

BMDC deems an inmate of the Contracting Agency abnormally burdensome or abnormally dangerous the BMDC may refuse receipt of the inmate, or if the condition develops after BMDC's initial receipt of custody, notify the Contracting Agency of the determination and direct the Contracting Agency to appear at the BMDC and resume custody of the inmate. Additionally, Contracting Agency has pursuant to this agreement agreed to hold harmless and indemnify the BMDC.

10. RIGHT OF INSPECTION

The Contracting Agency acknowledges that BMDC shall be obligated to manage, maintain, and operate its facility consistent with all applicable federal, and state laws and regulations, being subject to inspection by the DOCR Office of Facility Inspections. The Contracting Agency has the right to inspect, at all reasonable times, all BMDC housing areas where the Contracting Agency's inmates are being held in order to determine if BMDC maintains standards of confinement acceptable to the Contracting Agency and that such inmates are treated equally regardless of race, religion, color, creed or nation origin.

11. FURLOUGHS, PASSES AND WORK RELEASE

BMDC agrees that no early release or alternatives to incarceration, including furloughs, passes, or electronic home detention, shall be granted to any inmate housed pursuant to this agreement without written authorization by the committing court, and notification of contracting agency.

12. INMATE PROPERTY

The Contracting Agency agrees that the Contracting Agency may only transfer to BMDC, limited amounts of prisoner personal property, consisting of the clothing being worn by the person, non-dangerous items held on their person, and a purse or small day pack.

13. INMATE PROPERTY NOT ACCEPTED

The Contracting Agency acknowledges that BMDC will not accept any excess inmate property, or dangerous items into the facility, (during or after the transfer of custody). The Contracting Agency acknowledges the following are items that will not be accepted; guns, knives, edged weapons, dangerous weapons, tools, large backpacks, luggage, bags, bicycles, alcohol, chemicals, explosives, perishable food items, any unidentified substance and electronics other than cell phone. The Contracting Agency acknowledges that the BMDC supervisors have the authority to refuse any questionable item they feel poses a safety or security risk to the facility and staff.

The Contracting Agency agrees that refused items of inmate property are to be removed from BMDC by the transporting officer, at the time of the officer's departure, following the transfer of custody. Abandoned items on BMDC property will not be the responsibility of BMDC.

14. RESPONSIBILITY FOR OFFENDERS CUSTODY

BMDC agrees it is primarily responsible for the day to day care, custody and control of the Contracting Agency's inmates when they are within the BMDC facility. The Contracting Agency agrees that the Contracting Agency is responsible for law enforcement staffing to provide security, supervision and court procedure documentation during Contract Agency prisoner appearances before the Contracting Agencies court, through the ITV court held within BMDC. The Contracting Agency acknowledges it is responsible for transport, and security of its inmates related to any services or court appearances needed outside of the BMDC.

15. TRANSPORT

Contracting Agency is responsible for transporting its inmates to and from the BMDC, initially, finally, and as needed intermittently for court appearances in the Contracting Agency court and any other trip ordered or necessary.

16. MEDICAL SERVICES

Contracting Agency is fully financially responsible for the costs and expenses stemming from or associated with diagnosis and/or treatment of medical, psychological, dental, optical and/or addiction conditions of the Contracting Agency's inmates. The Contracting Agency is financially responsible for these services whether the inmate was malingering or suffering from an authenticated condition; whether the initial recognition of the condition was by the inmate or BMDC staff; and whether the costs or expenses were incurred at the BMDC, in transport, at a treatment facility, or when otherwise in custody of the BMDC. Although BMDC may be required by law, policy, rules or regulations to provide these services for anyone in its facility, the Contracting Agency agrees to pay the full cost and expenses billed by the service provider for services rendered to the Contracting Agency's inmate. Contracting Agency is responsible for costs of ambulance transport to treatment provider even if the transport is to a facility inside of the city limits of Bismarck, North Dakota. The inmates and therefore the Contracting Agency may be charged a medical co-payment by the BMDC. Contracting Agency further understands and agrees that the determination as to whether or not medical or dental care is necessary is left to the sole discretion of BMDC staff.

17. PRISON RAPE ELIMINATION ACT (PREA)

The BMDC shall comply with the Prison Rape Elimination Act (PREA), 42, U.S.C. § 15601. est.seq., and all applicable PREA standards for the prevention, detection, monitoring, investigation, and eradication of any form of sexual abuse and sexual harassment within the BMDC. This includes the education of staff and offenders, conducting investigations, reporting incidents to Contracting Agency regarding their inmates, compiling incident data and aggregate data, and providing incident and aggregate data as requested by federal reporting agencies and any agencies contracting with BMDC.

18. SPECIAL NOTIFICATIONS

BMDC will notify the Contracting Agency of any activity by a Contracting Agency's inmate which would likely result in litigation or alleged criminal activity. BMDC will immediately notify the Contracting Agency of an escape of the Contracting Agency's inmate. BMDC will use all reasonable means to apprehend the escaped inmate and all reasonable costs in connection therewith will be borne by the Contracting Agency. Additionally, the BMDC will notify the Contracting Agency as soon as possible when a Contracting Agency's inmate is involved in an attempted escape or conspiracy to escape from the facility.

19. AUTHORITY

This agreement is entered into under Chapter 12-44.1 or the North Dakota Century Code.

20. APPLICABLE LAW, VENUE AND MEDIATION

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in Burleigh County, North Dakota. All claims, disputes, and controversies arising out of or in relation to this agreement will be referred to mediation before and as a condition precedent to the initiation of any adjudicative action or proceeding. The mediation costs will be shared equally by the parties.

21. MERGER AND MODIFICATION

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

22. INDEMNIFICATION

Contracting Agency will defend, indemnify, and hold harmless the BMDC, Burleigh County, and their respective employees and officers from any and all claims of any nature arising out of this agreement, except damages directly caused by the neglect of any of the BMDC or Burleigh County employees and /or officers. Contracting Agency will also defend, indemnify, hold harmless BMDC, Burleigh County, and their respective employees and officers for all costs, expenses, and attorney's fees incurred in the establishing and litigating the indemnification coverage provide in this section. The obligation in this section shall continue after termination of the contract, and during any extension or renewal of it.

23. FORCE MAJEURE

Neither party shall be held responsible for default caused by fire nature, acts of God or war if the event is beyond the party's control and the affected party provides reasonable prompt notice of the event causing the delay or default or which is reasonably expected to cause delay or default.

24. INUREMENT CLAUSE

The parties agree that all of the rights, remedies and liabilities hereunder imposed upon either of the parties will extend to their heirs, administrators, successors and assigns.

25. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

26. UNENFORCEABLE PROVISION

In case any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

27. MAILING ADDRESSES AND CONTACT PERSON

All notices, reports and correspondence to the respective parties of this agreement shall be mailed to the following:

Burleigh Morton County Detention Center: 4000 Apple Creek Road, P. O. Box 2499,
Bismarck, ND 58502-2499.

Primary contact person is Sheriff Kelly Leben.

Secondary contact person is Major Trent Wangen.

Contracting Agency:

Primary contact person is:

Secondary contacts:

IN WITNESS WHEREOF, the above and forgoing agreement has been executed by the parties hereto and made effective on the day and year first above written.

Burleigh Morton County Detention Center Administrator
Burleigh County Sheriff Kelly Leben

Date

Contracting Agency

Signature Contracting Agency

Title

Print Name

Date



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 29, 2025
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consider amending the 2026 Fire Department budget to implement record management systems

STATEMENT/PURPOSE:

Consider amending the 2026 Fire Department budget to implement record management systems

BACKGROUND/ALTERNATIVES:

Since the early 2000s, the Fire Department has relied on Emergency Reporting as its records management system. This platform serves as the central repository for data across all aspects of our operations and remains vital to our organizational effectiveness. In 2021, ESO Solutions acquired Emergency Reporting and subsequently began transitioning users to its own platform, ESO Fire RMS. In 2025, our department implemented ESO Fire RMS. However, after an extended trial and evaluation period, it has become evident that **ESO** does not meet the operational needs of our department as we had planned.

Over the past several years, the Fire Department has undertaken an extensive review of available records management system (RMS) platforms following the acquisition of Emergency Reporting by ESO Solutions in 2021. During this period, staff evaluated nearly every major RMS vendor currently on the market, including systems such as EPR Fireworks, Emergency Networking, ESO, and others. Staff from IT Department as well as Central Communication have been involved in some of the meetings to ensure a smooth implementation process.

As a result, the Fire Department is requesting a budget amendment for FY2026 to fund the implementation and subscription costs associated with transitioning to a new RMS system. The 2026 budget currently includes \$13,000 for records management system licensing and maintenance. However, in order to support the implementation and subscription costs associated with the transition, the department is requesting a budget

amendment of an additional \$23K. This adjustment will allow for necessary onboarding, data migration, and integration costs while ensuring the department maintains accurate, compliant, and efficient records management capabilities. The Fire Department explored maintaining the current ESO Fire RMS system as well as migrating to several other leading RMS platforms. Each alternative presented significant limitations, including cumbersome reporting workflows, lack of integration with our dispatch system, and restricted customization options. While ESO remains functional, it does not meet the department's operational requirements or provide the efficiency necessary for accurate data management. We are in the final stages of selecting a new RMS system, and a normal procurement policy will be followed.

We have been in communication with IT department and the IT budget for 2026 does have adequate funding to contribute \$10K of the \$23K to this project. We anticipate utilizing budget saving and carryover funds to cover the remaining \$13K.

ATTACHMENTS:

None

FISCAL IMPACT:

Increase the 2026 Fire Department annual Maintenance Contract budget (100.126.60329) by \$23K to allow for implementation of a new RMS system

In subsequent budget years, the ongoing RMS cost is expected to stabilize as we will not incur the implementation fees annually.

STAFF IMPACT:

N/A

LEGAL REVIEW:

This document has been reviewed by Attorney Oster's office.

RECOMMENDATION:

Recommend approval of a 2026 Fire Department budget amendment in the amount of \$23K

SUGGESTED MOTION:

I move to approve a 2026 Fire Department budget amendment in the amount of twenty-three thousand dollars.

City Commission

Agenda Documentation

November 4, 2025

Subject: Consider amending the 2026 Fire Department budget to implement record management systems

Page 3 of 3



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: September 11, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
HDR
LHWRD
SUBJECT: Consider revised resolutions for the Lower Heart River
Flood Risk Reduction project

STATEMENT/PURPOSE:

To consider and possibly approve revised resolutions related to the Lower Heart River Flood Risk Reduction project.

BACKGROUND/ALTERNATIVES:

The Lower Heart levee system was installed in the 1940's and 50's by the US Army Corps of Engineers. It is approximately 9 miles in length, and has been updated several times throughout its history. A 2012 Federal Emergency Management Agency (FEMA) study identified extensive freeboard issues. Freeboard is the distance between the top of a levee and a projected high-water event. Other deficiencies identified in a 2019 feasibility report included slope stability and seepage.

The proposed project would include levee realignment, levee raising, bank armoring, the installation of a new lift station and other improvements at several locations along the system. The most recent estimated cost for this work is just under \$34M. This project was awarded a Hazard Mitigation grant for preliminary geotechnical work and a Flood Mitigation Assistance grant for design and construction totaling \$13.8M. We also anticipate receiving \$10.6M from the State Water Commission and \$2.4M from the NDDOT. The remaining \$7M would be assessed City-wide based on contribution and inundation benefit categories.

The updated funding package includes an estimated cost of construction that is more than 140% of the estimate used during the original district creation in 2022. This necessitates revising and readvertising several resolutions associated with the district, which is the main purpose of tonight's item.

ATTACHMENTS:

1. Reimbursement Resolution
2. Resolution Approving Cost Estimate
3. Resolution Approving Engineer's Report
4. Resolution of Necessity
5. Assessment District Boundary
6. Mandan Flood Risk Reduction_MandanCityCommission_Nov-2025_SLIDES

FISCAL IMPACT:

The estimate presented in 2022 was about \$19M. The revised estimate is nearly \$34M. The federal grants are capped at \$13.8M and remain the same. The NDDOT cost-share scales with the cost to install the shared lift station, now estimated to be \$2.4M. The anticipated State Water Commission funding would also scale with the overall project cost, estimated to be 60% of the non-federal share or about \$10.6M. The remaining amount would be assessed to the benefiting properties in the City-wide district.

STAFF IMPACT:

Moderate effort working alongside Lower Heart Water Resource District

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolutions necessary to re-initiate the improvement district.

SUGGESTED MOTION:

I move to approve the resolutions necessary to re-initiate the improvement district, as presented.

**RESOLUTION OF CITY OF MANDAN, NORTH DAKOTA
RELATING TO THE ISSUANCE OF BONDS AND
THE REIMBURSEMENT OF CERTAIN EXPENDITURES**

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

Section 1. RECITALS.

(a) Treasury Regulation Section 1.150-2 (the "Regulations") restricts the use of tax-exempt bond proceeds to reimburse the City for project expenditures made by the City prior to the date of issuance of such bonds.

(b) The Regulations generally require that (i) the City declare its official intent to reimburse itself for prior expenditures from the proceeds of a subsequent issue of tax-exempt bonds no later than 60 days after making such expenditures, (ii) the bonds be issued within 18 months after making an expenditure or within 18 months after the project is placed in service, but in no event more than three years after the date the original expenditure was made, and (iii) the expenditure be either a capital expenditure or a cost of issuance of the bonds.

(c) The City, pursuant to a joint powers agreement with the Lower Heart River Water Resource District, Morton County, North Dakota (the "District"), plans to finance improvements to the Lower Heart River Levee System in the City (Lower Heart River Flood Risk Reduction Project). The City desires to comply with the Regulations in order to preserve the option of the City and the District to be reimbursed for certain expenditures from the proceeds of tax-exempt bonds. The local share of the costs of the improvements to be paid by the City and the District are estimated to be approximately \$7,138,200.00. The City and the District currently expect to pay a portion of the costs from funds on hand until the City and the District can be reimbursed for such expenditures from the proceeds of bonds.

Section 2. OFFICIAL INTENT DECLARATION. The City reasonably expects to be reimbursed for all or part of the expenditures made for the construction of the project from the proceeds of bonds to be issued by the City. The maximum principal amount of such bonds or other obligations which may be issued for such purposes is approximately \$7,138,200.00.

Dated: November 4, 2025.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on November 4, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

CITY OF MANDAN, NORTH DAKOTA

**RESOLUTION APPROVING REVISED COST ESTIMATE
LOWER HEART RIVER FLOOD RISK REDUCTION PROJECT**

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

1. The Commission adopted a Resolution Creating Special Assessment District for Lower Heart River Flood Risk Reduction Project on January 18, 2022 (the “Improvement District”). The assessment district boundary for the Improvement District includes all property contained within the corporate city limits of the City of Mandan.
2. The Commission previously approved an engineer’s estimate of probable construction costs in the amount of \$19,235,425. The Commission has received a revised estimate of probable construction costs in the amount of \$33,987,000.
3. The revised project cost estimate is hereby approved and the same shall be filed in the office of the City Administrator and shall remain on file in the City Administrator’s office subject to inspection by anyone interested therein.

Dated: November 4, 2025.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on November 4, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
LOWER HEART RIVER FLOOD RISK REDUCTION PROJECT**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota,
as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in the Lower Heart River Flood Risk Reduction Project as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.
2. The probable costs of the improvement project are estimated as follows:

a. Construction costs:	\$25,190,000.00
b. Other costs including necessary and reasonable change orders; engineering, fiscal agent's and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$8,797,000.00
c. Total estimated costs of the improvement:	\$33,987,000.00

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.
4. This resolution shall be in full force and effect from and after its passage.
Dated this 4th day of November, 2025.

President, Board of City Commissioners

ATTEST:

City Administrator

FEASIBILITY AND EVALUATION OF IMPROVEMENTS FOR THE LOWER HEART RIVER FLOOD RISK REDUCTION PROJECT

1.) General Nature of Project

The district has been created to allow for improvements to the areas identified in the map and includes levee realignment, levee raising, bank armoring, the installation of a new lift station and other improvements at several locations along the system.

2.) Location of Proposed Construction

The proposed construction will take place throughout the 9 miles of levee near the Heart River.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise, and pollutants during the construction period as a result of the use of necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

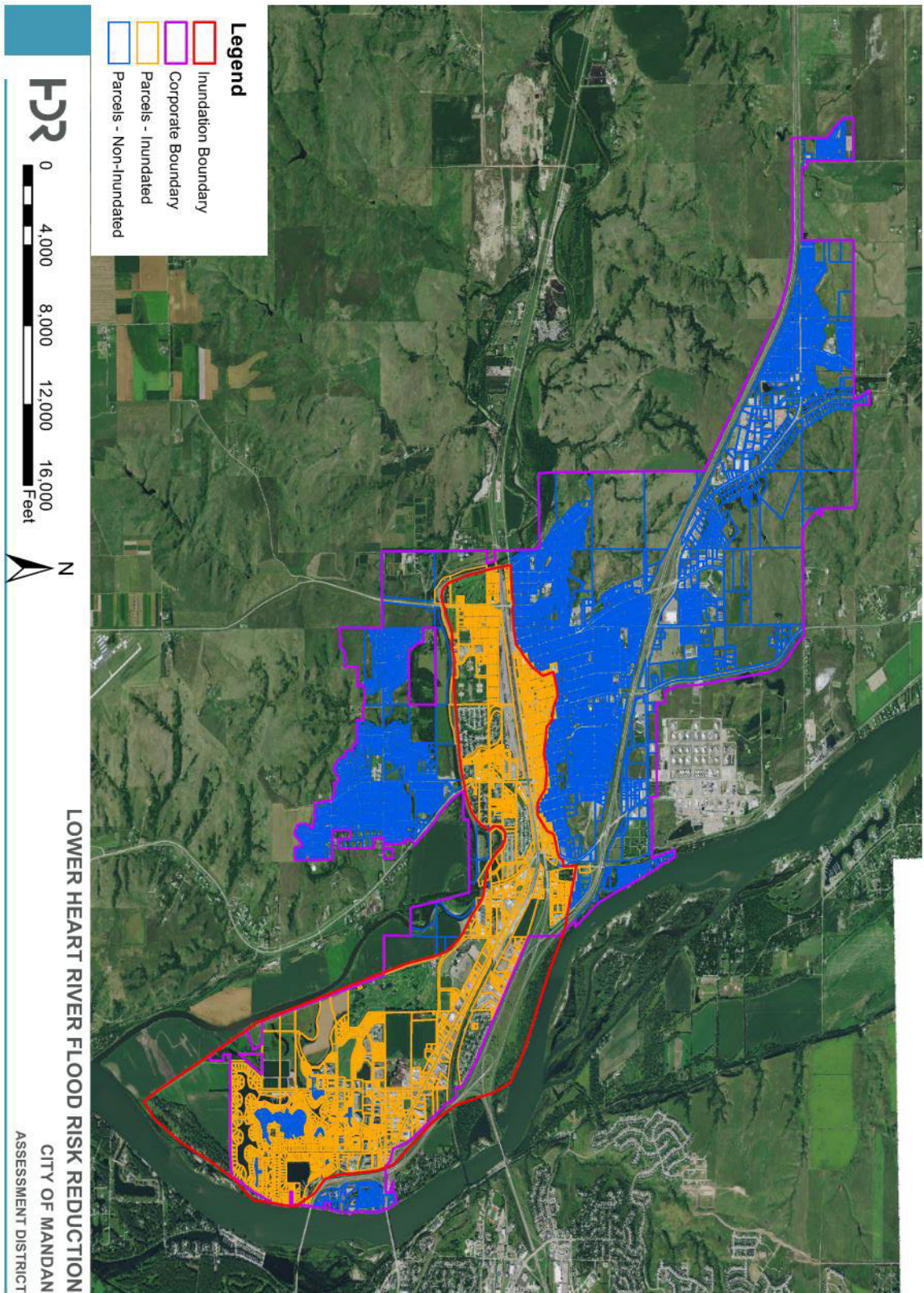
In the opinion of the undersigned this project is feasible and needed throughout the indicated area as an improvement to address deficiencies identified along the levee system.

5.) Estimate of Cost

Attached is a map showing the area and district boundary. The construction costs are estimated at \$25,190,000.00. Other costs of making the improvement necessary including necessary and reasonable change order, engineering, fiscal agents' and attorneys' fees, publication of legal notices, printing of warrants, and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$8,797,000.00. The total cost for the improvement is estimated at \$33,987,000.00.

Dated this 4th day of November, 2025.

Jarek Wigness
City Engineer



CITY OF MANDAN, NORTH DAKOTA

**AMENDED RESOLUTION OF NECESSITY
LOWER HEART RIVER FLOOD RISK REDUCTION PROJECT**

BE IT RESOLVED by the Board of City Commissioners (the "Commission") of the City of Mandan, North Dakota (the "City"), as follows:

1. It is hereby found, determined and declared that it is necessary for the City, pursuant to a Joint Powers Agreement with the Lower Heart River Water Resource District, to construct a levee improvement project of the type specified in North Dakota Century Code Sections 40-22-01, 40-22-06 and 40-22-15. The improvement project shall include, but not be limited to the improvements of levees, seepage berms, floodwalls, lift stations and through levee pipe, as well as all other items of work and materials which are necessary or reasonably incidental to the completion of the project; all in accordance with and as described in the Joint Powers Agreement dated January 18, 2021, the resolution creating said district adopted January 18, 2022, and in accordance with the Preliminary Engineering Report and Cost Estimate which have been approved by the Commission and are on file in the offices of the City Engineer and open for public inspection by anyone interested herein.
2. The cost of the improvement project shall be paid by special assessments to be levied against the respective lots, tracts and parcels of land within said improvement district benefitted by the improvement in amounts proportionate to and not exceeding such benefits and the Commission reserves the right to provide for the payment of a portion of the costs of such improvement from such other funds as may be properly available for such purpose.
3. The City Administrator is authorized and directed to cause this resolution together with a map of the City showing the improvement district, which is attached hereto, to be published once each week for two (2) consecutive weeks in the official newspaper of the City.
4. The owners of the property within said improvement district and liable to be specially assessed for said improvement shall be afforded the opportunity to file written protest with the City Administrator at any time within thirty (30) days after the first publication of this resolution. The City requires written protests only and must clearly describe the property that protests along with the name and signature of the owner of record. Written protests must be submitted to the City Administrator no later than 4:30 p.m., local time, December 15, 2025. The Board shall, at its next meeting after the expiration of said period, to wit December 16, 2025 at 5:30 p.m., meet at the City Hall, 205 2nd Avenue N.W., Mandan, North Dakota, to hear and determine the sufficiency of any protests so filed and to take such other and further action with reference to said improvement district as may then be deemed necessary and expedient.

Dated: November 4, 2025.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on November 4, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

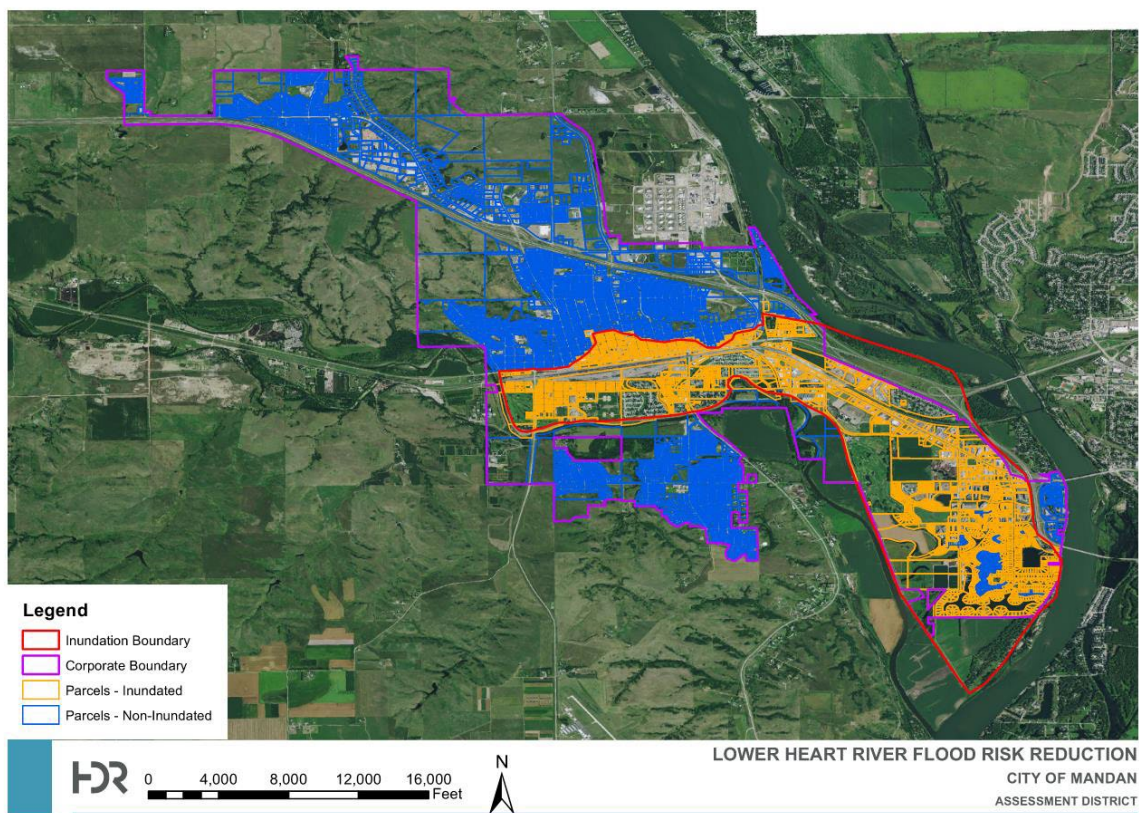
Absent _____

Assessment District Boundary

Lower Heart River Flood Risk Reduction

November 4, 2025

To include all property contained within the corporate city limits line of the City of Mandan, County of Morton, State of North Dakota, USA as it is on November 4, 2025.



Mandan Flood Protection Project

Lower Heart River Water Resource District and City of Mandan

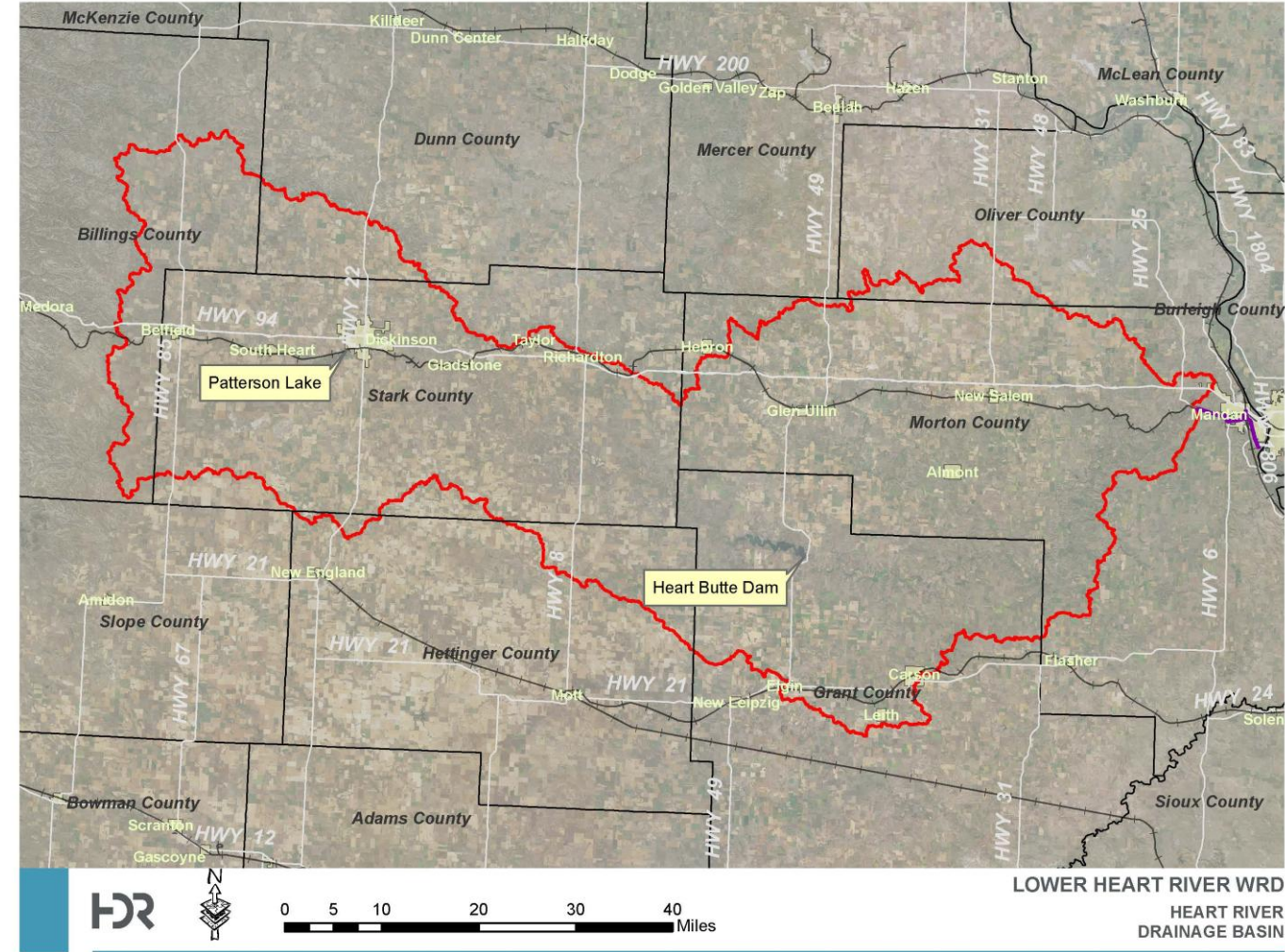
Bill Robinson, Lower Heart Water Resource District

*Mandan City
Commission
Nov 4, 2025*



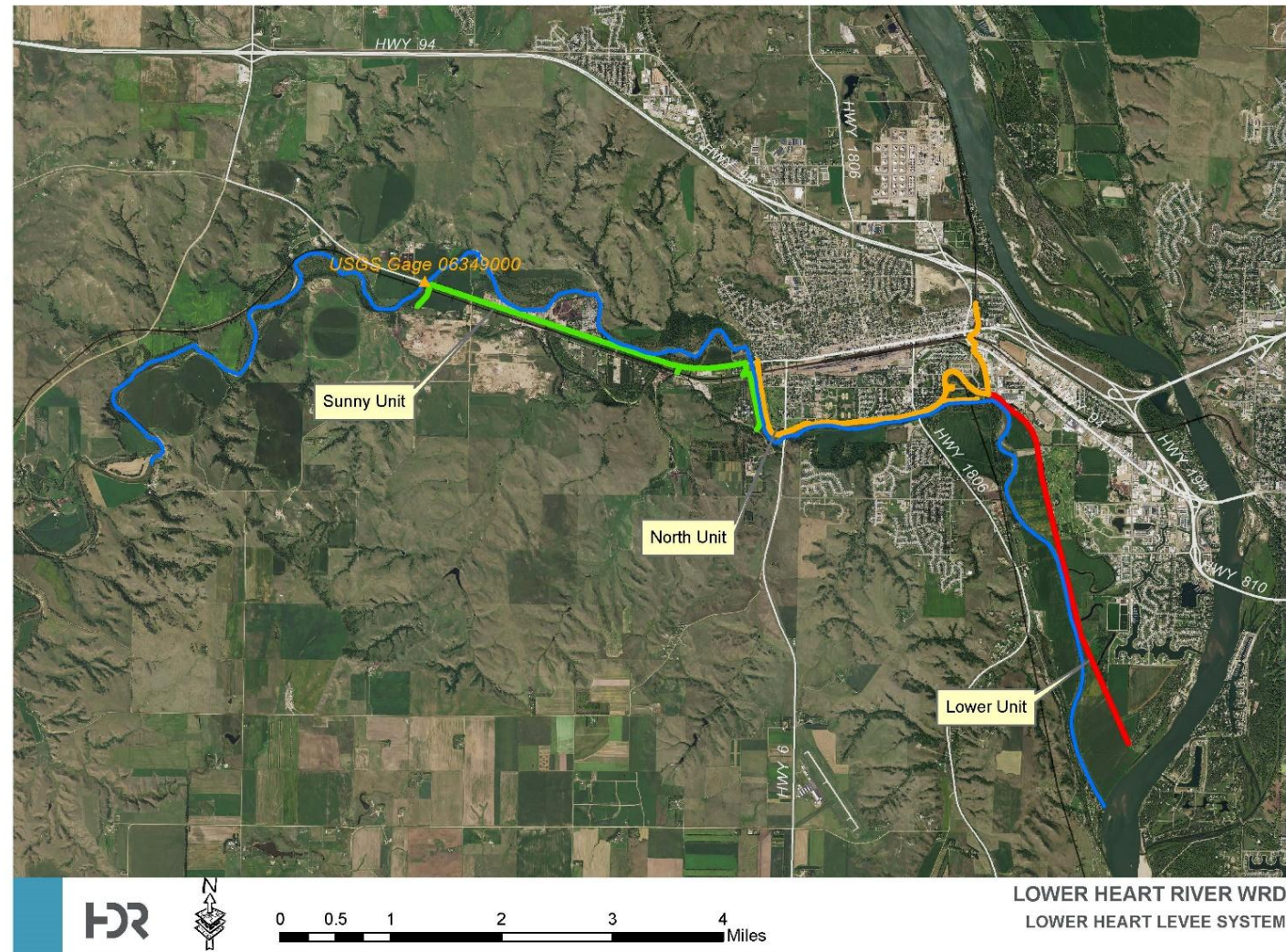
Heart River

- Originates in Billings County
- 3,310 Square Miles at Mandan
- Two reservoirs on the mainstem:
- Dickinson Dam (Patterson Lake) - 1950
- Heart Butte Dam (Lake Tschida) – 1949
- Susceptible to ice jams in Mandan.



Lower Heart Levee System Background

- Levee system installed in 1940s and 1950s by USACE
- Consists of 3 Main Segments
 - Sunny Unit,
 - North (Mandan) Unit
 - Lower Unit



Lower Heart Levee System Background

- Approximately 9 miles in total length:
 - U.S. end at USGS Gaging Station on I-94 Business Loop
 - D.S. end approximately 1,000 feet upstream of Missouri River confluence
- Several updates throughout history
- Part of the National Levee Database
- Participant in PL 84-99 Program with USACE
- Heart River is susceptible to ice jams in Mandan



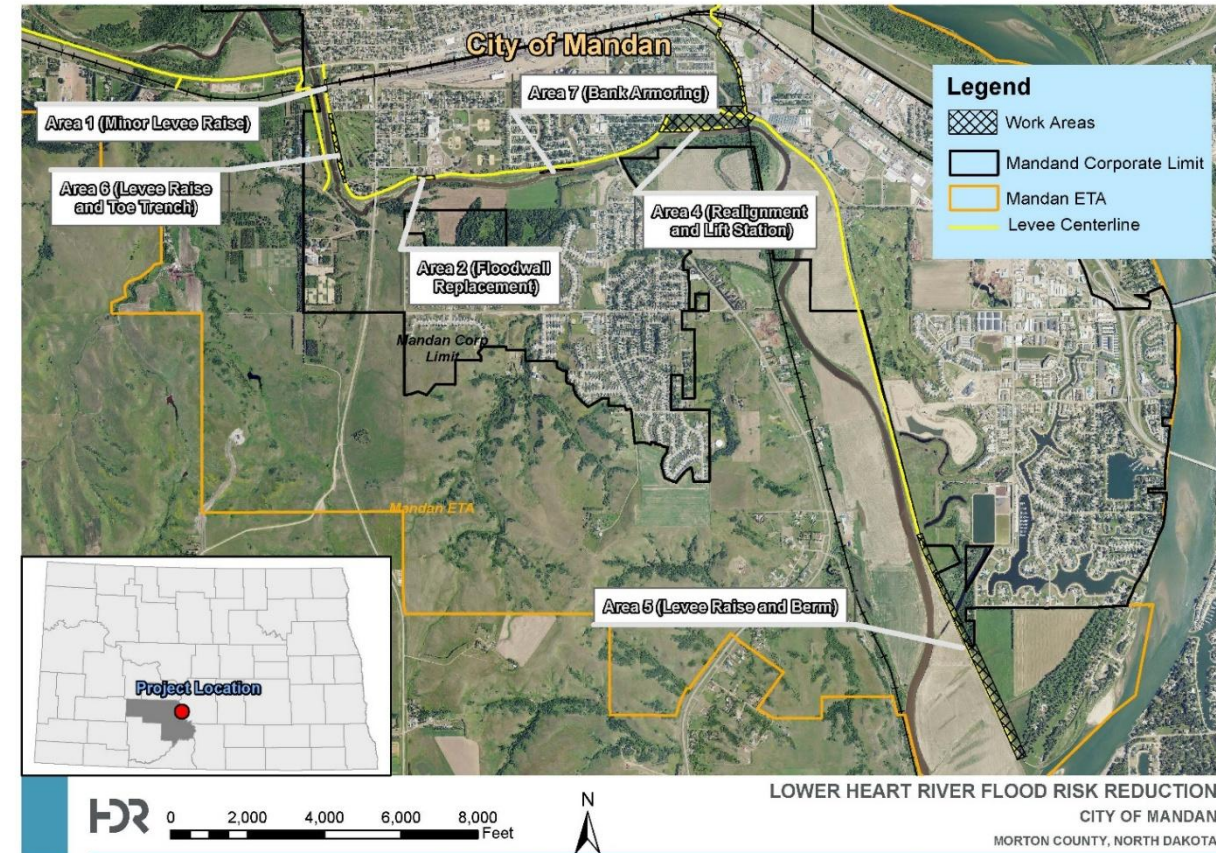
Flood Risk Reduction Project

- 2012 FEMA study: Extensive freeboard deficiencies
- Feasibility Study (2019): other deficient items not meeting updated levee criteria – slope stability and seepage.
- Responded to full CLOMR review: additional free-board deficient reach and armoring reach



Lower Heart Levee System Next Steps

- Replace 900' of floodwall with levee
- ~ 1 mile of levee raise on Lower Unit (1-2 feet) and Stability Berm
- ~ 2,000 ft of levee raise on Mandan Unit (6"-9") + Toe Trench
- Levee realignment at 3rd Street SE
- New Lift Station at 3rd Street SE and other interior drainage improvements
- Bank armoring upstream of 1806



Flood Risk Reduction Project – Funding

Federal

- FEMA provided funding (Hazard Mitigation Grant) for geotechnical work during feasibility phase.
- Flood Mitigation Assistance (FMA) Grant was secured in the amount of \$13.8M
- Phased allocation - \$2.7M in Phase 1. Remainder allocated during construction

State

- Anticipate a total \$10.6M (60% cost share) from NDSWC and \$2.4M from NDDOT.

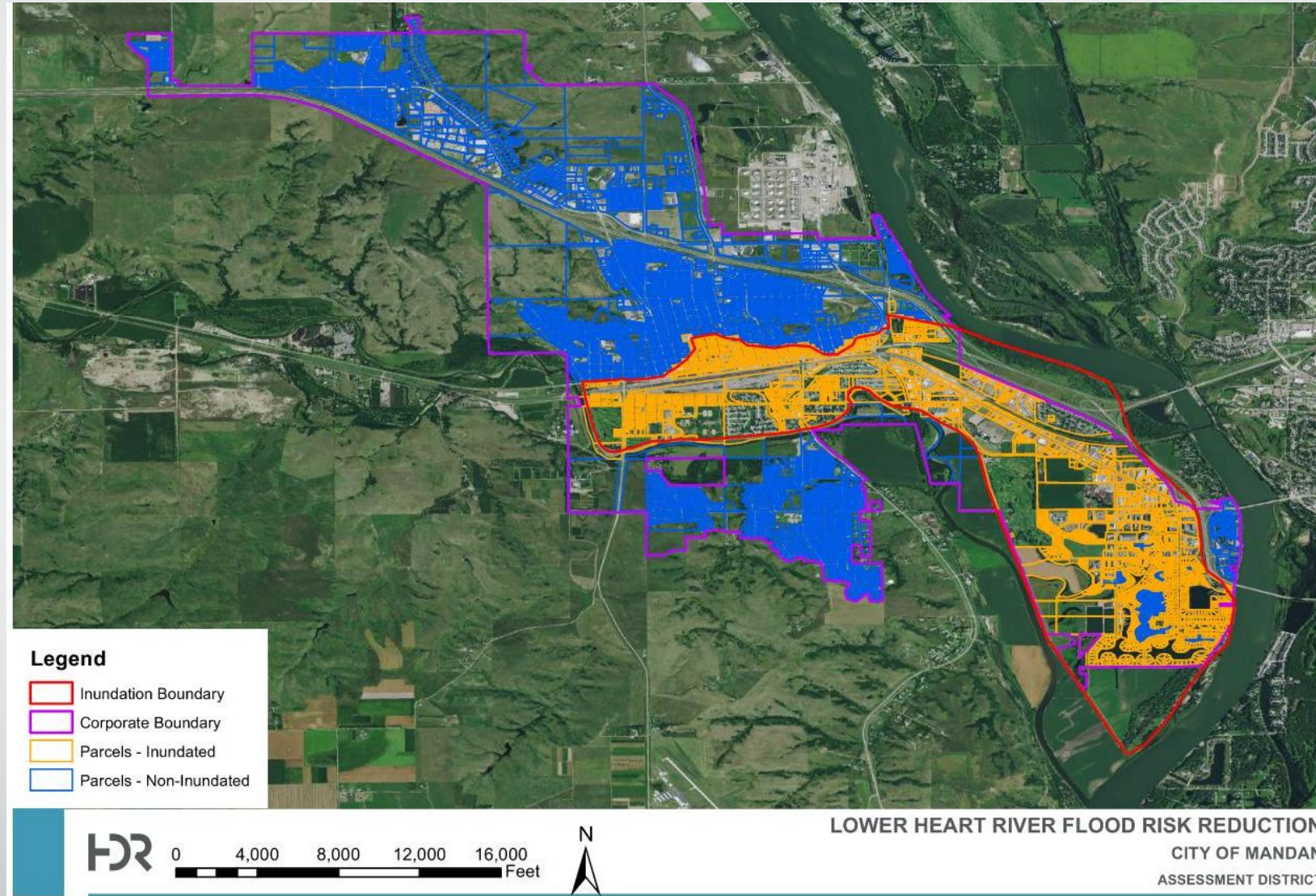
Local

- Lower Heart Water Resource District has funded local costs to date through an annual appropriation from Morton County (4 mills).
- City of Mandan prior-approved (2022) a city-wide assessment district with tiered contributions to fund construction of project from local level.
- Re-initiating Assessment District process



Assessment District

- City-wide special assessment
- Two-tiered approach using inundation boundary
- Inundated Area
 - 2,584 properties
- Non-Inundated Area
 - 6,148 properties



Lower Heart
Water Resource
District



Assessment District

- Inundated Area
 - 65% local cost share
 - Direct benefits
 - Properties protected from flooding during the base flood event
- Non-Inundated Area
 - 35% local cost share
 - Indirect benefits
 - Properties benefit from critical City infrastructure and utilities having flood protection

	Local Funding
Total	\$7,138,156
Inundated Area (65%)	\$4,639,801
Non-Inundated Area (35%)	\$2,498,355

Assessment District

- Property type contribution factors
 - Residential: 1.00
 - Commercial: 1.25
 - Agricultural: 1.00
- Determined by taxing category

	Residential	Commercial	Agricultural	Total
Inundated Area	1,631	953	0	2,584
Non-Inundated Area	5,262	883	3	6,148

Assessment District

Total costs for properties:

	Residential	Commercial	Agricultural
Inundated Area	\$1,644.01	\$2,055.01	N/A
Non-Inundated Area	\$392.28	\$490.35	\$392.28

Annual cost for properties:

- 15-year payback period
- 4.5% interest rate

	Residential	Commercial	Agricultural
Inundated Area	\$153.08	\$191.35	N/A
Non-Inundated Area	\$36.53	\$45.66	\$36.53



Lower Heart
Water Resource
District



Flood Risk Reduction Project –Timeline

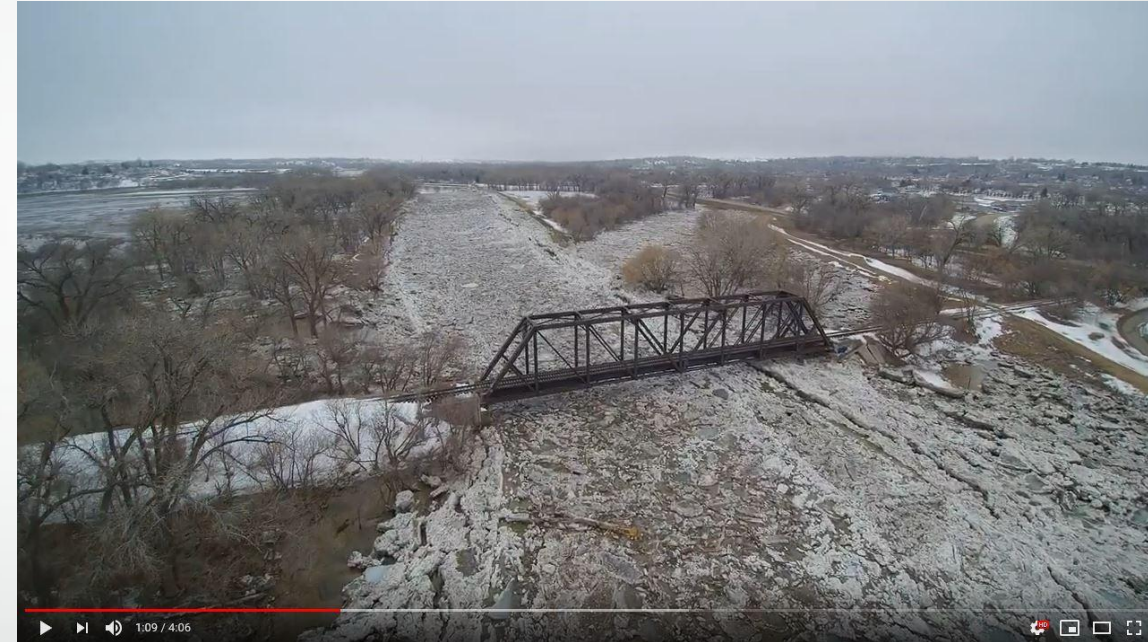
- Fall 2025:
 - Respond to CLOMR comments from FEMA
 - Respond to Section 408 Permission comments from USACE
- Summer/Fall, 2026: Construction Bidding
- Fall, 2026: Construction Commencing
- Summer, 2028: Construction Complete
- 2028-2029: Certification Documentation
- 2028-2029: Special Assessment Implementation



Questions



DS of Trolley Bridge, Mar. 26, 2019 –
NDSWC Drone Flight



Trolley Bridge, Mar. 26, 2019 –
NDSWC Drone Flight



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 27, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Development Agreement for Rock Prairie Estates

STATEMENT/PURPOSE:

To review and possibly enter into a Development Agreement for Rock Prairie Estates

BACKGROUND/ALTERNATIVES:

In 2024, the final plat for the Rock Prairie Development was approved by the City Commission. Also in 2024, the water and sewer for the development was constructed without an officially adopted three-way agreement. Since the infrastructure was constructed under atypical circumstances, the Engineering Department worked closely with the interim planner Rachel Laqua to word the development agreement in such a way that would provide the City assurances and protection related to the underground infrastructure.

ATTACHMENTS:

1. Rock Prairie - Final Development Agreement
2. Three-Way agreement

FISCAL IMPACT:

There is no fiscal impact with this item, but there will be long-term operational impact associated with ownership of the new infrastructure that was installed.

STAFF IMPACT:

There will be a staff impact in maintaining the additional infrastructure.

LEGAL REVIEW:

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

RECOMMENDATION:

To enter into a development agreement for Rock Prairie Estates.

SUGGESTED MOTION:

I move to enter into a development agreement for Rock Prairie Estates.

Development Agreement
Rock Prairie Estates Addition

This Agreement is made and entered into on the 28th of August, 2025, (hereinafter the “effective date”) by and between the City of Mandan (hereinafter referred to as the “City”) and Red Trail Holdings, LLC (hereinafter referred to as the “Developer”). The address for the City of Mandan is 205 2nd Avenue NW, Mandan, North Dakota, 58554. The address of the Developer is 5012 37th Ave NW, Mandan, North Dakota, 58554. This agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property whose legal description is Auditor’s Lot H and part of the SW ¼, Section 7, Township 139N, Range 81W, City of Mandan, Morton County, North Dakota (hereinafter referred to as the “Property”); and

WHEREAS, the Developer wishes to develop the approximate fifteen (15) acre Property excluding right-of-way dedication into a development named Rock Prairie Estates Addition (hereinafter referred to as the “Development”); and

WHEREAS, said Development is currently planned to include approximately twenty-eight (28) residential lots, five (5) commercial lots, and one (1) additional lot to be used as a storm water easement to be held in undivided interest by Lots 1-5, Block 4 of the Development; and

WHEREAS, the Developer intends to phase the Development over generally the next few years, with site grading, trunk sewer main, Phase 1 water and sewer being approved and constructed in 2024 and streets and stormwater infrastructure planned to be constructed in 2025; and

WHEREAS, the Developer has constructed water systems, and sanitary sewer systems, and intends to construct storm water conveyance systems and street improvements to provide service to the Development and connect to same City facilities; and

WHEREAS, upon completion and acceptance by the City, the Developer intends to dedicate the Developer constructed or installed facilities to the City for ownership, operation and maintenance; and

WHEREAS, the City will not take ownership of the storm water attenuation pond (Pond 3 in the Stormwater Management Plan) following construction by the Developer; and

WHEREAS, the Development, without this agreement, could create disorder in future development, raising costs of public infrastructure and private development for the surrounding lands; and

WHEREAS, the agreement provides the Developer a means to achieve the desired outcome of the Development into single family home, twin-home, and commercial lots; and

WHEREAS, nothing in this agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property as prescribed by

State law and the Mandan Code of Ordinances and requiring any future development to align with said plan.

NOW THEREFORE, it is agreed between the parties as follows:

1. All future infrastructure plans are to be submitted to the City Engineering Department for review and approval prior to construction. The infrastructure is to be built according to approved plans.
2. The Developer shall provide construction plans, testing documents, as-builts documents, and signed affidavit from Developer's engineer indicating that all construction followed City construction specifications for the prior built water and sewer plans that were constructed without city three-way agreements.
3. The City may require the testing of installed infrastructure at Developer's cost.
4. The City shall not sign a three way agreement for water and sewer infrastructure that was drafted in 2024 and signed by contractor, developer and engineer, and shall instead approve and accept the constructed water and sewer infrastructure referenced by that agreement (attached to this document) upon receipt of conditions herein.
5. The Developer will be required to install temporary fire turnarounds where necessary during phases of development. The temporary turnarounds will be subject to City review and approval.
6. The Developer will be required to submit a stormwater management plan to the City Engineer for approval, and build infrastructure according to approved plans. Notably, the stormwater attenuation pond (Pond 3) will be the responsibility of the developer to maintain. The maintenance plan is to be part of the stormwater management plan submitted for review and approval. The lot for which the stormwater pond will be located will need to be platted as a lot with undivided interest to selected benefitting properties within the subdivision during Phase 2.
7. The Developer is required to provide a copy of recorded Stormwater Maintenance Association to the City and Morton County for recording and reference. Document 519270 was filed with Morton County on 4-12-2024.
8. All public roads and utilities shall be the maintenance responsibility of the city after final acceptance of the project(s). The water distribution and sanitary sewer components of the public infrastructure need shall be certified and accepted if constructed to City standards and approval as required under item 2. The above ground public infrastructure including streets, storm sewer, and other above ground improvements such as signs and street lights can be installed under a street improvement district or a three-way agreement by choice of the Developer and require following all city standards per the Engineering Department.
9. The City does not guarantee that City approval satisfies the approval of other agencies such as state and federal government or private utilities that may have lines under easements through this property. It is the developer's responsibility to make sure that they are developing in accordance with all applicable agencies.

10. A landscaped buffer along the south property line of Lots 1-5 Block 4 will be required, with specific screening needs determined during building permit process based on site design and layout. An additional landscaping buffer may be installed along the east property line of Lot 6, Block 6, Rock Prairie Estates Addition at the request of the adjacent homeowners in 2026. Developer will contact the eight (8) homeowners east of Lot 6, Block 6 in 2026 and will send City documentation of request to homeowners and any responses.
11. Construction laborers, equipment, and other vehicles associated with site infrastructure construction (water, sewer, and streets) may not use 47th Avenue NW/Corvette Street NW for means of access to the Development.

Mayor James Froelich
City of Mandan

Attest:

Jim Neubauer
City Administrator

Derek Zander
Red Trail Holdings, LLC

Attest:

3-WAY AGREEMENT

ROCK PRAIRIE ESTATES ADDITION

WATER & SANITARY SEWER IMPROVEMENT, PROJECT 2023-03

THIS AGREEMENT, made on this 15th day of April, 2024, between the City of Mandan, a municipal corporation, hereinafter called the CITY, Red Trail Holdings, LLC., hereinafter called the DEVELOPER, and Siteworx Excavation, hereinafter called the CONTRACTOR. The ENGINEER mentioned in this contract shall be Swenson, Hagen & Co.

WHEREAS, the CONTRACTOR wishes to enter upon the public streets and rights-of-way to construct, under a private contract, the following improvements:

☒ Water Mains	☒ Sanitary Sewer Mains	☐ Storm Sewer Mains
☐ Streets	☐ Other:	

for property to be developed and offered for sale by the DEVELOPER; and

WHEREAS, the CITY wishes to safeguard the public interest by assuring that said construction work will be in accord with plans, specifications and requirements of the CITY and will be completed in a proper and safe manner in accord with said ENGINEER prepared plans and specifications for said type of work; and

WHEREAS, the DEVELOPER has filed a petition to the Board of City Commissioners to permit the DEVELOPER to contract directly for said improvements.

NOW, THEREFORE, it is agreed between the parties for the considerations herein named, as follows:

(1) LICENSE TO CONSTRUCT.

The CITY grants to the DEVELOPER the right, privilege, and license to enter upon and construct in the public rights-of-way of the CITY the above improvements in the following streets:

- Blackstone Avenue NW - from the west line of Lot 1 Block 1 and Lot 20 Block 3 to the east line of Lot 1 Block 2 and Lot 1 Block 5.
- Stonebridge Lane NW - from the north line of Lot 1 Block 1 and Lot 1 Block 2 to the west line of Lot 1 Block 3 and Lot 1 Block 4.
- Corvette Street NW - from the intersection of 47th Avenue NW to the intersection of Stonebridge Lane NW.

- Corvette Circle - from the intersection of Stonebridge Lane NW to the end of the cul-de-sac.

which license shall continue so long as the DEVELOPER performs the agreements by it herein.

(2) SCOPE OF WORK.

The DEVELOPER will, through a CONTRACTOR licensed under the laws of North Dakota, do said work, including furnishing all materials, equipment and labor necessary to perform all of the work shown on the plans and specifications prepared by a licensed professional engineer, which are hereby referred to and made a part of this Agreement. Construction staking as required by the CITY shall be done by the ENGINEER at the expense of the DEVELOPER. The CONTRACTOR shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, chlorine, clean up, and any other usual charges as determined by the ENGINEER shall be borne by the CONTRACTOR.

(3) TIME OF COMMENCEMENT AND COMPLETION

The anticipated date for allowing construction to start will be April 26, 2024. The CONTRACTOR shall have work substantially completed by September 16, 2024.

(4) CITY AUTHORITY AND RESPONSIBILITY

The City Engineer, other City staff and agents for the city shall at all times have access to the project site during construction of the public improvements. The City Engineer shall be the final arbiter when questions arise concerning interpretation and compliance with the plans, specifications, City design requirements and City ordinances. Failure of the developer, design engineer or contractor to comply with the directives of the City Engineer shall be sufficient grounds to issue a stop work order or require installed work to be removed and reconstructed.

(5) DESIGN ENGINEER AUTHORITY AND RESPONSIBILITY

The ENGINEER hired by the DEVELOPER is responsible for providing day to day monitoring and direction of the work. Daily logs shall be maintained and made available to the City. The ENGINEER is responsible to provide the CONTRACTOR in a timely manner with all needed information regarding grades and locations of work. Should a dispute arise between the CONTRACTOR and the ENGINEER over interpretation of the plans, the City Engineer shall be consulted and the City Engineer shall render a decision. Any deviation from the location of facilities shown on the plans must be approved in writing by the City Engineer before commencing with construction of the deviation. All

deviations from the approved plans shall be documented with as-built drawings prepared by the ENGINEER. Approval by the CITY of the as-built drawings is a condition of project approval and acceptance by the CITY.

(6) PAYMENT.

The DEVELOPER shall provide an irrevocable letter of credit or a certificate of deposit from a bona fide financial institution in the amount of the project cost including services provided by the CITY. The irrevocable letter of credit expiration date shall be a minimum of 60 days past the time of completion or any extensions of this agreement.

The project cost is \$951,012.00. Final payment will be for actual quantities used. A copy of the accepted proposal is attached to the back of and made a part of this Agreement.

The DEVELOPER will be responsible to pay the CONTRACTOR for all of the Agreement work in accordance with the plans, specifications, and proposal prepared by the DEVELOPER'S representative and made a part of this Agreement. The ENGINEER shall measure the work completed and submit to the ENGINEER. The ENGINEER will submit approved progress payments to the DEVELOPER. The CITY shall have no obligations, liability or responsibility for any payment due to any party under this Agreement or otherwise arising from the work under this Agreement. In no event shall the CITY be responsible for any payments whatsoever, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

(7) CONTENTS OF CONTRACTOR'S CONTRACT.

All contracts made by the CONTRACTOR with any person, firm, or corporation in connection with or in carrying out the contract work shall provide: "This contract is subject to all the terms and conditions of a contract dated April 15, 2022, between the CITY, the DEVELOPER and the CONTRACTOR."

(8) OWNERSHIP OF WORK LINES.

All contract work, except utility stubouts, furnished or placed in the public streets, alleys, or rights-of-way shall become the property of the City of Mandan. The placing and furnishing of all contract work by the DEVELOPER, its CONTRACTOR, its subcontractors, if any, and by an person, firm or corporation, as labor or material or otherwise, shall be under the provisions of this contract and with the express waiver of any right to claim against the CITY, or to make claims or lien against the contract work.

(9) WARRANTY.

The CONTRACTOR shall guarantee all work against faulty materials and workmanship for a period of one year from the date of final acceptance and the performance bond of the contract shall remain in full force and effect for that period.

(10) VERBAL AGREEMENTS.

No verbal agreements or conversation with any officer, agent, or employee of the CITY or ENGINEER before or after the execution of this contract shall affect or modify any of their terms or obligations contained in the documents comprising the contract.

(11) PROTECTION OF PUBLIC AND WORK.

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for protection of the public, and shall further maintain at all times adequate protection of the work from damage. The CONTRACTOR shall also obtain and furnish general liability insurance to protect itself, the CITY, DEVELOPER, and ENGINEER with an insurer licensed to do business in North Dakota, in the sum of \$1,000,000 for one accident, against and from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any negligent act or fault of the DEVELOPER, its CONTRACTOR, or officers, agents or employees in the execution of the contract, or on account of its failure to provide necessary barricades, warning lights, or signs, and as will protect the CITY, DEVELOPER, and ENGINEER from any contingent liability under this contract. In no case shall the liability insurance be less than specified in the special provisions of the project manual.

(12) UTILITIES.

It shall be the responsibility of the CONTRACTOR to familiarize itself with the location of all existing sewer, water mains and service lines, gas mains and service lines, telephone cable, power, light, and telephone poles, guys, valve boxes, stop boxes and all utilities installations that might be affected in the performance of the work. The CONTRACTOR shall notify all utility companies at least 48 hours in advance excluding Saturdays, Sundays, holidays, and in accordance with N. D. Century Code Chapter 49-23 North Dakota One Call of any construction affecting said utilities, and shall work out with said utilities any conflicts or changes.

(13) CHANGE.

The Board of City Commissioners reserves the right to make any necessary changes in the alignment, grade, or design of the proposed work deemed by them advisable.

(14) CLEAN UP.

Extra materials, tools and temporary structures shall be removed by the CONTRACTOR and all dirt, rubbish, and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the ENGINEER, and the CITY. The CONTRACTOR shall maintain for a period of three months after completion of the work

the surface of unpaved trenches, adjacent curbs and gutter, sidewalks, driveways, shrubbery, fences, sod or other surfaces disturbed. The CONTRACTOR shall conduct its operations in such manner as to cause minimum inconvenience to adjoining property owners and the public.

Street surfacing in unpaved areas shall be restored to as good as or better than prior to construction by the CONTRACTOR. The CONTRACTOR shall be required to replace paving or gravel surface removed or damaged in the construction work or repair any area disturbed as a result of construction work to the satisfaction of and subject to the approval of the CITY.

Quote for ROCK PRAIRIE

04/11/2024 5:16PM Page 1

SiteWorx Excavation & Development Co **Contact:** Marty Kilber
3100 N 14TH St **Phone:** (701) 425-1874
Bismarck, ND 58503
Martyk@site-worx.net

Bond: Not Included
Sales Tax: Not Included
Bid Date:

Quote To:
DEREK ZANDER

Phone:
Fax:
Email:

Quote is valid for 30 days.

Item	Description	Quantity	Unit	Unit Price	Extension
10	8" SEWER	2,563.000	LF	70.000	179,410.00
20	8X4" WYE BRANCH	34.000	EA	100.000	3,400.00
30	BEDDING MATERIAL- SAN SEWER	650.000	TON	25.000	16,250.00
40	ROCK EXCAVATION	200.000	CY	30.000	6,000.00
50	TELEWISE SEWER MAIN	2,563.000	LF	4.000	10,252.00
60	CONCRETE MANHOLE	13.000	EA	8,000.000	104,000.00
70	4" SEWER SERVICE	1,320.000	LF	30.000	39,600.00
80	4" 45 DEGREE BEND	28.000	EA	25.000	700.00
90	4" 22.5 DEGREE BEND	4.000	EA	25.000	100.00
100	SAN SEWER DEFLECTION/AIR TEST	1.000	LS	7,000.000	7,000.00
110	DEWATERING	800.000	LF	75.000	60,000.00
120	REMOVE AND REPLACE TOPSOIL	3,000.000	SY	3.000	9,000.00
130	SEEDING CLASS IV	3,000.000	SY	2.500	7,500.00
140	HYDRAULIC MULCHING	3,000.000	SY	3.000	9,000.00
150	BEDDING MATERIAL-WATER	870.000	TON	25.000	21,750.00
160	ROCK EXCAVATION- WATER	200.000	CY	30.000	6,000.00
170	6" PVC WATERMAIN	100.000	LF	60.000	6,000.00
180	8" PVC WATERMAIN	2,465.000	LF	70.000	172,550.00
190	6" GATE VALVE	5.000	EA	3,000.000	15,000.00
200	8" GATE VALVE	5.000	EA	3,500.000	17,500.00
210	6" HYDRANT	5.000	EA	7,000.000	35,000.00
220	8" HYDRANT	5.000	EA	8,000.000	40,000.00
230	1" COPPER WATER SERVICE	1,085.000	LF	40.000	43,400.00
240	1" WATER SERVICE CONNECTION	34.000	EA	1,200.000	40,800.00
250	1" CURB STOP	34.000	EA	1,200.000	40,800.00
260	DEWATERING-WATER	800.000	LF	75.000	60,000.00
Total Quote: \$					951,012.00

(15) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS.

The CONTRACTOR shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount of not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

IN WITNESS WHEREOF, the parties have executed the following agreement.

CITY OF MANDAN

Jarek Wigness
City Engineer

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

DEVELOPER

Der Red Trail Holdings LLC
Firm Name

Derek Zander
Authorized Representative

Derek Zander, President
Owner, Title

5012 37th Ave NW
Street Address

Mandan, ND 58554
City, State, Zip

CONTRACTOR

SiteWork Excavation & Development Co
Firm Name

Arthur Goldammer, President
Authorized Representative

Arthur Goldammer, President
Owner, Title

3100 North 14th St
Street Address

Bismarck ND 58503
City, State, Zip

AIA® Document A312™ – 2010

Performance Bond

Bond # 5952412

CONTRACTOR:

Siteworx Excavation & Development
Co.
3100 N 14th St Ste 1
Bismarck, ND 58503

SURETY:

Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

City of Mandan
205 2nd Ave NW
Mandan, ND 58554

CONSTRUCTION CONTRACT

Date: April 15, 2024

Amount: \$ 951,012.00

Description:

Rock Prairie Estates Addition
Water & Sanitary Sewer Improvement, Project 2023-03
Mandan, North Dakota

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date: June 20, 2024

(Not earlier than Construction Contract Date)

Amount: \$ 951,012.00

Modifications to this Bond:



None



See Section 16

CONTRACTOR AS PRINCIPAL

Company: Siteworx Excavation & Development Co.

Signature:

Name and

Title:

(Any additional Signatures appear on the last page of this Performance Bond.)

SURETY

Company: Old Republic Surety Company

Signature:

Name and

Title:

Jordan Kvale
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Choice Insurance
4501 23rd Ave S
Fargo, ND 58104

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Swenson Hagen & Co.
909 Basin Ave
Bismarck, ND 58504

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User Notes:

(3B9ADA4B)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

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User Notes:

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Init.

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Payment Bond

Bond # 5952412

CONTRACTOR:

Siteworx Excavation & Development Co.
3100 N 14th St Ste 1
Bismarck, ND 58503

SURETY:

Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

OWNER:

City of Mandan
205 2nd Ave NW
Mandan, ND 58554

CONSTRUCTION CONTRACT

Date: April 15, 2024
Amount: \$ 951,012.00
Description:
(Name and location)

Rock Prairie Estates Addition
Water & Sanitary Sewer Improvement, Project 2023-03
Mandan, North Dakota

BOND

Date: June 20, 2024
(Not earlier than Construction Contract Date)

Amount: \$ 951,012.00

Modifications to this Bond:

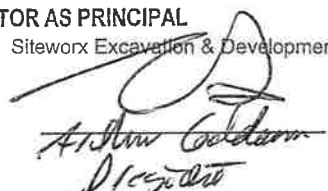


None



See Section 18

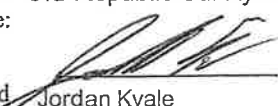
CONTRACTOR AS PRINCIPAL

Company: Siteworx Excavation & Development Co.
Signature: 

Name and
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: Old Republic Surety Company
Signature: 

Name and
Title: Jordan Kvale
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Choice Insurance
4501 23rd Ave S
Fargo, ND 58104

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Swenson Hagen & Co.
909 Basin Ave
Bismarck, ND 58504

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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1

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

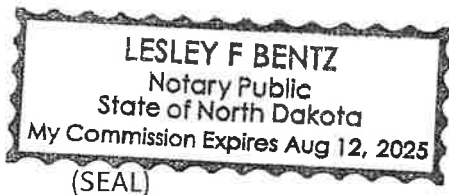
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ACKNOWLEDGEMENT OF PRINCIPAL

State of North Dakota

County of Burleigh

On this 20th day of June, 2024 before me a Notary Public in and for the State of North Dakota personally appeared Arthur Goldammer know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.



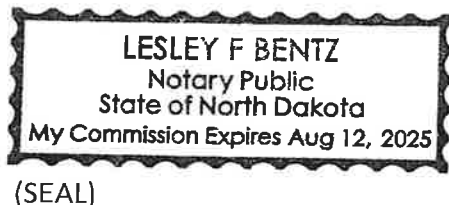
Lesley F. Bentz
NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Burleigh

On this 20th day of June, 2024 before me a Notary Public in and for the State of North Dakota, personally appeared Jordan Kvale know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.



Lesley F. Bentz
NOTARY PUBLIC



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GAIL T. HAYES, ANTHONY GROSS, SENADA RANGLALL, AMY GLANZER, BRENDA PARKER, JORDAN N. KVALE, PHOEBE L. KUNTZ, JUDY JORISSEN, TIFFANY MEDUNA, ZARED LEFOR, BENJAMIN BRUNN, COLTEN HEAGLE, SUSAN FISCHER LEBEAU, SETH FARKAS of FARGO, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of April, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of April, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2710



Signed and sealed at the City of Brookfield, WI this 20th day of June, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CHOICE INSURANCE SERVICES, LLC.



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 28, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider approving the resolutions necessary for Street Improvement District #237, Project #2024-10, Project Control Number (PCN) 1015

STATEMENT/PURPOSE:

To create and approve resolutions related to Street Improvement District (SID) 237.

BACKGROUND/ALTERNATIVES:

The developer has petitioned the city to allow the special assessment of costs related to the construction of new streets to the benefiting properties for the development of Rock Prairie Estates. Rock Prairie is located north of Old Red Trail and west of 47th Ave NW. A Development Agreement has been reached between the City and Red Trail Holdings LLC.

ATTACHMENTS:

1. Rock Prairie - Opinion of Probable Cost
2. Rock Prairie - Resolution Creating SID 237
3. Rock Prairie - Resolution Determining Sufficiency of Petition
4. Rock Prairie - Resolution Approving Engineer's Report
5. Rock Prairie - Feasibility Report
6. Rock Prairie - District Map
7. Rock Prairie - Petitions

FISCAL IMPACT:

The estimated cost of the street improvements and engineering is \$1,130,263.20. This cost will be assessed to the benefitting properties.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolutions necessary to create Street Improvement District 237.

SUGGESTED MOTION:

I move to approve the resolutions necessary to create Street Improvement District 237.

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST
STREET IMPROVEMENT DISTRICT NO. 237
STORM SEWER PROJECT NO. 2024-10
ROCK PRAIRIE ESTATES ADDITION, MANDAN, NORTH DAKOTA
August 11, 2025

1 of 2

STORM SEWER ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL
Straw Wattles, 9 In. Dia.	80	LF	\$ 10.00	\$ 800.00
Bedding Material	195	TON	\$ 20.00	\$ 3,900.00
Rock Excavation	50	CY	\$ 30.00	\$ 1,500.00
36" Storm Sewer Pipe	20	LF	\$ 130.00	\$ 2,600.00
42" Storm Sewer Pipe	224	LF	\$ 150.00	\$ 33,600.00
36" Flared End Section	1	EA	\$ 3,000.00	\$ 3,000.00
42" Flared End Section	4	EA	\$ 3,500.00	\$ 14,000.00
Type 72" Inlet	2	EA	\$ 10,000.00	\$ 20,000.00
Rip Rap (Type H)	280	TON	\$ 125.00	\$ 35,000.00
ScourStop Mat (4'x4')	4	EA	\$ 500.00	\$ 2,000.00
Seeding	850	SY	\$ 1.50	\$ 1,275.00
Mulching	850	SY	\$ 1.50	\$ 1,275.00
<i>Storm Sewer Items Subtotal</i>				\$ 118,950.00

STREET IMPROVEMENT ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL
Grading	1	LS	\$ 2,000.00	\$ 2,000.00
Subgrade Preparation (6")	5,776	SY	\$ 2.00	\$ 11,552.00
Subgrade Preparation (12")	2,888	SY	\$ 2.50	\$ 7,220.00
Subgrade Preparation (18")	2,888	SY	\$ 2.75	\$ 7,942.00
Stabilize Boulevard	4,575	LF	\$ 5.00	\$ 22,875.00
6" Gravel (Class 5)	4,500	TON	\$ 40.00	\$ 180,000.00
Geogrid	11,552	SY	\$ 6.00	\$ 69,312.00
<i>Grading Items Subtotal</i>				\$ 231,589.00

Remove Asphalt Pavement	160	SF	\$ 10.00	\$ 1,600.00
2.5" AC Surface Course (FAA 42)	1,545	TON	\$ 110.00	\$ 169,950.00
2" AC Surface Course (FAA 42)	1,236	TON	\$ 110.00	\$ 135,960.00
6" AC Patch (FAA 42)	160	SF	\$ 15.00	\$ 2,400.00
Bituminous Tack Coat	1,100	GAL	\$ 3.00	\$ 3,300.00
Bituminous Seal Course	10,116	SY	\$ 4.00	\$ 40,464.00
Blotter Sand	15	TON	\$ 40.00	\$ 600.00
Adjust Manhole Casting, Asph. Pvmnt.	10	EA	\$ 750.00	\$ 7,500.00
Adjust Valve Box, Asph. Pvmnt.	9	EA	\$ 500.00	\$ 4,500.00
<i>Asphalt Items Subtotal</i>				\$ 366,274.00

Remove Curb and Gutter	80	LF	\$	10.00	\$	800.00
Standard Curb and Gutter	4,575	LF	\$	30.00	\$	137,250.00
4" Concrete Sidewalk/ADA Ramps	3,524	SF	\$	6.50	\$	22,906.00
8" Reinf. Concrete Valley Gutter	1,492	SF	\$	8.00	\$	11,936.00
2'x4' Detachable Warning Panel	19	EA	\$	30.00	\$	570.00
Adjust Type 72" Inlet Casting	2	EA	\$	250.00	\$	500.00
<i>Concrete Items Subtotal</i>						<i>\$ 173,962.00</i>
Adjust Valve Box in Boulevard	1	EA	\$	150.00	\$	150.00
Road Closed Barricade	4	EA	\$	750.00	\$	3,000.00
Erosion Control	1	LS	\$	3,000.00	\$	3,000.00
Traffic Control	1	LS	\$	3,000.00	\$	3,000.00
Signage	1	LS	\$	7,500.00	\$	7,500.00
Straw Wattles, 9" Diameter	300	LF	\$	10.00	\$	3,000.00
Rip Rap (Type VL)	8	TON	\$	150.00	\$	1,200.00
<i>Miscellaneous Items Subtotal</i>						<i>\$ 20,850.00</i>
Type C Street Light Unit	13	EA	\$	8,400.00	\$	109,200.00
#6 AWG Circuitry	3,004	LF	\$	6.30	\$	18,925.20
Trenching (27" Deep)	2,465	LF	\$	5.10	\$	12,571.50
Directional Boring	345	LF	\$	13.20	\$	4,554.00
2" Conduit (Laid)	275	LF	\$	8.50	\$	2,337.50
Junction Boxes	3	EA	\$	2,850.00	\$	8,550.00
Feedpoint Modifications	1	EA	\$	2,500.00	\$	2,500.00
<i>Electrical Items Subtotal</i>						<i>\$ 158,638.20</i>
<i>Street Improvements Subtotal</i>						<i>\$ 951,313.20</i>

GRAND TOTAL \$ 1,070,263.20

**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT No. 237**
Project No. 2024-10

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Street Improvement District No. 237 (the “District”) (Project# 2024-10) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Corvette Street, Corvette Circle, Stonebridge Lane NW, and Blackstone Avenue NW and includes storm sewer facilities and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Rock Prairie Estates Addition: Lot 1, Block 1, Lot 1, Block 2, Lots 1-21, Block 3, Lots 1-5, Block 4, and Lots 1-5, Block 5.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: November 4th, 2025

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION,
WAIVER AND CONSENT TO ASSESSMENT FOR STREET IMPROVEMENT
DISTRICT No. 237**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by Red Trail Holding's, LLC, the owners of a majority of property area, for the improvement in and for Street Improvement District No. 237, Project No. 2024-10 ("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 4th day of November, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 237**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 237 (Project # 2024-10), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs: \$1,070,263

a. Consulting Engineering and Oversight costs: \$50,000

b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor: \$10,000

c. Total estimated costs of the improvement: \$1,130,263.

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

4. This resolution shall be in full force and effect from and after its passage.

Dated this 4th day of November, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STREET IMPROVEMENT DISTRICT No. 237, PROJECT #2024-10**

1.) General Nature of Project

The District has been created to allow for street improvements on Corvette Street, Corvette Circle, Stonebridge Lane NW, and Blackstone Avenue NW. Installation of new storm sewer & related facilities will take place with this project.

2.) Location of Proposed Construction

The proposed construction will take place within Rock Prairie Estates Addition on Corvette Street, Corvette Circle, Stonebridge Lane NW, and Blackstone Avenue NW.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$1,070,263.20. Consulting Civil Engineering costs estimated at \$50,000. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$10,000. The total cost for the improvement is estimated at \$1,130,263.20

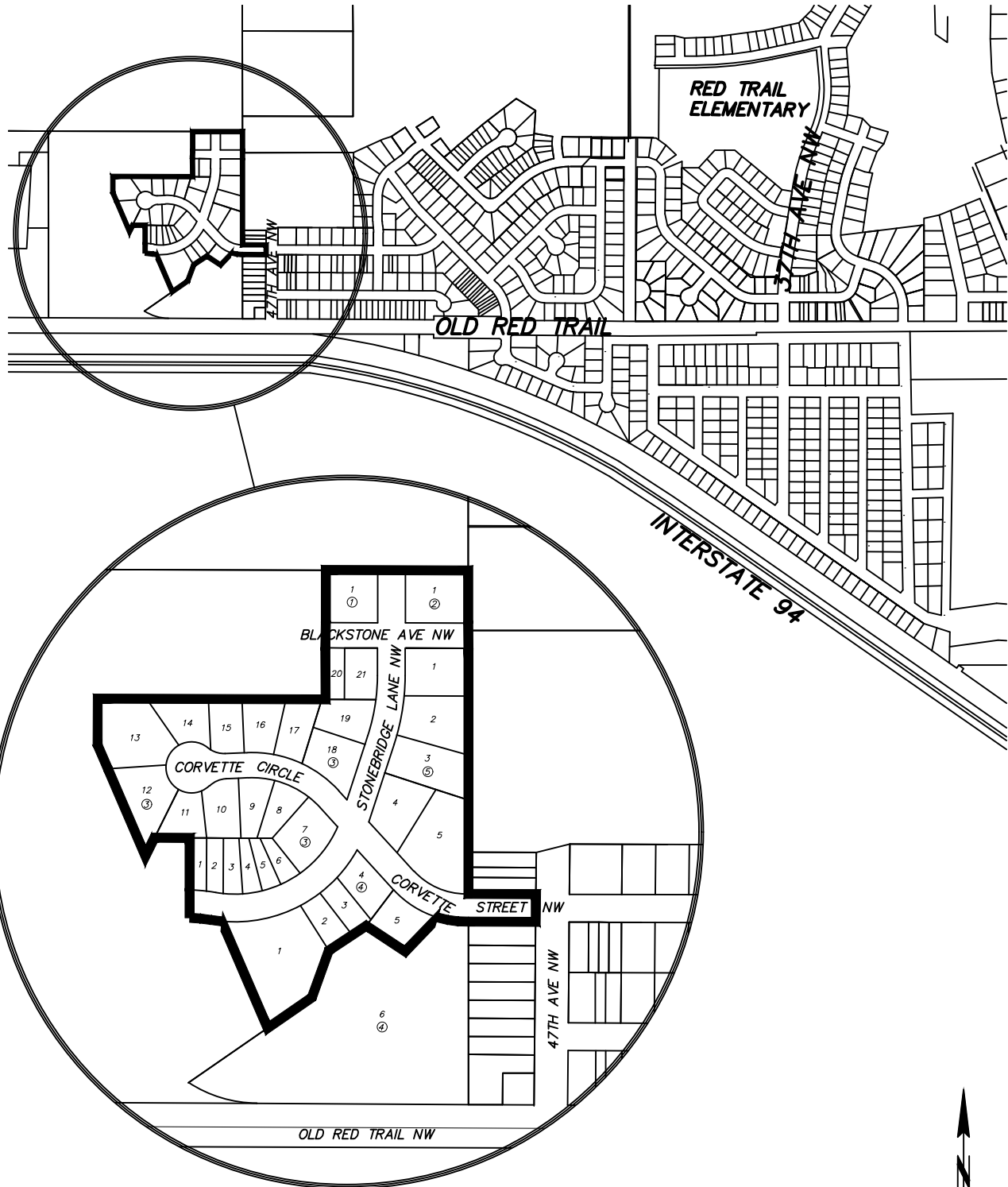
Dated this 4th day of November, 2025



Jarek Wigness, PE
City Engineer

STREET IMPROVEMENT DISTRICT MAP

STREET IMPROVEMENT DISTRICT NO. 237
STORM SEWER PROJECT NO. 2024-10
ROCK PRAIRIE ESTATES ADDITION
MANDAN, NORTH DAKOTA



SWENSON, HAGEN & COMPANY P.C.

3002 Airway Avenue
Bismarck, North Dakota 58504
sheng@swensonhagen.com
Phone (701) 223-2600
Fax (701) 223-2606

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

MARCH 19, 2025

PETITION FOR PERMANENT STREET IMPROVEMENT
For lots zoned R7 Residential

Date February 7, 2023

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

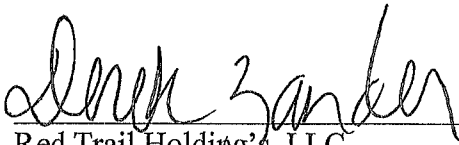
The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have permanent street improvements completed on:

1. Blackstone Avenue NW - from the west line of Lot 1 Block 1 and Lot 20 Block 3 to the east line of Lot 1 Block 2 and Lot 1 Block 5.
2. Stonebridge Lane NW - from the north line of Lot 1 Block 1 and Lot 1 Block 2 to the west line of Lot 1 Block 3 and Lot 1 Block 4.
3. Corvette Street NW - from the intersection of 47th Avenue NW to the intersection of Stonebridge Lane NW.
4. Corvette Circle - from the intersection of Stonebridge Lane NW to the end of the cul-de-sac.

It is agreed that the necessary permanent street improvements be completed following the installation of the necessary water and sewer service line stubouts by the abutting property owner(s). 100% of the paving cost of said permanent street improvements shall be assessed to or other funding arrangements made by the benefitted property according to the Current Development Costs Policy. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefitted petitioned property.

SIGNATURE (Property Owner/s)

PROPERTY DESCRIPTION



Red Trail Holding's, LLC

Derek Zander
5012 37th Avenue NW
Mandan, ND 58554

Lot 1 Block 1, Lot 1 Block 2, Lots 1-21, Block 3, Lots 1-6, Block 4, Lots 1-5, Block 5, Rock Prairie Estates

**PETITION FOR STORM SEWER
BY SPECIAL ASSESSMENT**

DATE February 7, 2023

To the Honorable Board of City Commissioners
Bismarck, North Dakota
Mandan

Commissioners:

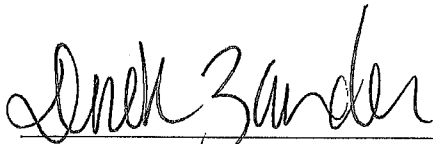
The undersigned owners of the property liable to be assessed for the improvement respectfully petition your Honorable Board to have storm sewer by special assessment completed on:

DESCRIPTION OF RIGHT OF WAY:

- Blackstone Avenue NW - from the west line of Lot 1 Block 1 and Lot 20 Block 3 to the east line of Lot 1 Block 2 and Lot 1 Block 5.
- Stonebridge Lane NW - from the north line of Lot 1 Block 1 and Lot 1 Block 2 to the west line of Lot 1 Block 3 and Lot 1 Block 4.
- Corvette Street NW - from the intersection of 47th Avenue NW to the intersection of Stonebridge Lane NW.
- Corvette Circle - from the intersection of Stonebridge Lane NW to the end of the cul-de-sac.

SIGNATURE (Property Owner/s)

PROPERTY DESCRIPTION



Red Trail Holdings, LLC
Derek Zander
5012 37th Avenue NW
Mandan, ND 58554

Lot 1 Block 1, Lot 1 Block 2, Lots 1-21, Block 3, Lots 1-6, Block 4, Lots 1-5, Block 5, Rock Prairie Estates

**PETITION FOR SANITARY SEWER AND WATERMAIN
BY 3-WAY CONTRACT**

DATE: February 7, 2023

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

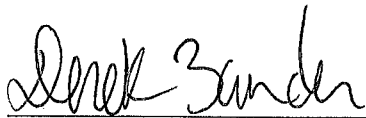
The undersigned owners of property respectfully petition your Honorable Board to have sanitary sewer, watermain and storm sewer improvements constructed with a 3-Way Agreement. An irrevocable letter of credit or escrow account will be provided prior to execution of a 3-Way Agreement to cover the cost of improvements plus engineering services. I further agree to complete the rough grading of the right of way easement prior to sewer and water construction.

DESCRIPTION OF RIGHT OF WAY:

1. Blackstone Avenue NW - from the west line of Lot 1 Block 1 and Lot 20 Block 3 to the east line of Lot 1 Block 2 and Lot 1 Block 5.
2. Stonebridge Lane NW - from the north line of Lot 1 Block 1 and Lot 1 Block 2 to the west line of Lot 1 Block 3 and Lot 1 Block 4.
3. Corvette Street NW - from the intersection of 47th Avenue NW to the intersection of Stonebridge Lane NW.
4. Corvette Circle - from the intersection of Stonebridge Lane NW to the end of the cul-de-sac.

SIGNATURE (Property Owner/s)

PROPERTY DESCRIPTION



Red Trail Holding's, LLC
Derek Zander
5012 37th Avenue NW
Mandan, ND 58554

Lot 1 Block 1, Lot 1 Block 2, Lots 1-21, Block 3, Lots 1-6, Block 4, Lots 1-5, Block 5, Rock Prairie Estates



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 29, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Bid Advertisement for SID 237

STATEMENT/PURPOSE:

To advertise a project for bid to construct road and storm sewer infrastructure.

BACKGROUND/ALTERNATIVES:

The developer has petitioned the city to allow the special assessment of costs related to the construction of new streets to the benefiting properties for the development of Rock Prairie Estates. Rock Prairie is located north of Old Red Trail and west of 47th Ave NW. A Development Agreement has been reached between the City and Red Trail Holdings LLC.

ATTACHMENTS:

1. Rock Prairie - Resolution to Advertise for Bids
2. Rock Prairie - Resolution to Approve Plans and Specs

FISCAL IMPACT:

The city will special assess all costs associated with SID 237 to the special assessment district.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolutions approving the plans and specifications and directing the advertisement for bids for Street Improvement District 237.

City Commission

Agenda Documentation

November 4, 2025

Subject: Consider bid advertisement for Street Improvement District (SID) 237, Rock Prairie Estates

Page 2 of 2

SUGGESTED MOTION:

I move to approve the resolutions approving the plans and specifications, and directing the advertisement for bids for Street Improvement District 237.

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT 237 PROJECT 2024-10**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 237 (Project #2024-10) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on November 4th, 2025 and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids. Form of ad is attached.

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, December 16st, 2025, at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: November 4th, 2025

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
STREET PROJECT (SID-237 2024-10)**
(Rock Prairie Estates)

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan,
North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project Street Improvement Project No. 2024-10 of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 4th day of November, 2025

President, Board of City Commissioners

ATTEST:

City Administrator



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 22, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Coverage Ratio for Water and Sewer Revenue Bonds

STATEMENT/PURPOSE:

To approve the second and final consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds.

BACKGROUND/ALTERNATIVES:

The Mandan Code of Ordinances currently requires that net revenues from the City's water and sewer utility equal at least 125 percent of the annual principal and interest due on outstanding water and sewer revenue bonds. This provision establishes a debt service coverage ratio intended to ensure adequate revenues are available to meet bond obligations and maintain financial stability in the City's utility operations.

When originally enacted, the 125 percent coverage ratio reflected prevailing lending requirements at that time. However, current municipal finance practices and recent bond issuances in North Dakota generally require a coverage ratio of 110 percent, unless a higher percentage is specifically required by the lender or bond purchaser. For instance, according to the North Dakota Public Finance Authority (State Revolving Fund) -- bond resolutions for loans backed by revenue bonds covenant that the borrower will charge fees that will generate net revenues that are at least 1.10 times the average annual debt service for all outstanding revenue bonds. Adjusting the City's ordinance to 110 percent aligns the Code with modern lending standards, avoids imposing a higher-than-necessary coverage requirement on ratepayers, and provides flexibility to meet lender expectations in future financing.

ATTACHMENTS:

Subject: Consider the second and final consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds

Page 2 of 2

1. Ordinance No. 1478

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

The Ordinance was prepared by the City Attorney with assistance from the City's Bond Counsel.

RECOMMENDATION:

To approve the second and final consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds.

SUGGESTED MOTION:

I move to approve the second and final consideration of Ordinance No. 1478 to Amend and Re-enact Section 117-3-7(2) of the Mandan Code of Ordinances, Relating to Coverage Ratio for Water and Sewer Revenue Bonds.

ORDINANCE NO. 1478

An Ordinance to Amend and Re-enact
Section 117-3-7(2) of the Mandan Code of Ordinances,
Relating to Coverage Ratio for Water and Sewer Revenue Bonds

Be it Ordained by the Board of City Commissioners as follows:

Sec. 117-3-7. – Provision for financing capital improvements.

In borrowing money for capital improvements, extensions, or additions to said utility, the following provisions shall at all times be observed:

...

- (2) Except as provided in subsections (3) and (4) of this section, no obligations shall be issued and made payable from the revenue bond account or the improvement warrant account at any time unless the net revenues of the utility, as defined in subsection (2) of section 117-3-6, received during the then next preceding fiscal year, shall have been in an aggregate amount at least equal to 110 percent or such higher percentage as required by the lender of the average annual principal and interest payments due on all bonds payable from the revenue bond account which are then outstanding or then to be issued, plus percentage of the average of the annual principal and interest payments due on each issue of improvement warrants then outstanding or then to be issued as shall be payable from said net revenues, which averages shall be computed on the basis of the principal and interest payments due in the fiscal years of the then remaining term of all such revenue bonds and improvement warrants then outstanding. For the purpose of such computation, whenever rates for potable water, sanitary sewer or stormwater service have been changed in the course of any fiscal year, the net revenues for such year shall be deemed to be those which would have been received if such amended rates had been in effect during the entirety of such years, based upon the actual quantities of service furnished to each class of customers and the actual expenses of the utility during such year; provided that in no case shall the net revenues so computed be deemed to exceed 110 percent or such higher percentage as required by the lender of the net revenues actually received during such year.

...

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: October 21, 2025

Second Consideration and Final Passage: November 4, 2025



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 27, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution establishing rates and charges for services from the Water & Sewer Utility Fund

STATEMENT/PURPOSE:

To approve the Resolution establishing rates and charges for services from the Water & Sewer Utility Fund.

BACKGROUND/ALTERNATIVES:

AE2S Nexus recently completed the water, wastewater, and stormwater utility rate studies for the City. One of the main objectives of these studies was to evaluate revenue adequacy and future rate planning for each utility. Revenue adequacy is the forward-looking estimation of what revenue will be required to operate, maintain, reinvest, and expand each utility over a defined period compared to the projected revenues that will be generated through growth in users and user flows. This analysis allows for the understanding of the fiscal sustainability of each utility and to determine the short-term and long-term adequacy of the existing rates, and to propose potential rate adjustments to target revenues in line with the overall revenue requirements and reserve funding goals. A ten-year (2026 to 2035) financial model was developed for each utility. Rate increases and revenue projections are anticipated to 1) fully fund long-term increases to recurring operating and maintenance expenses, 2) maintain adequate reserve funds at appropriate target levels now and into the future, 3) fully fund future debt service and maintain adequate debt service coverage, and 4) provide for identified capital improvement projects.

The attached Resolution establishing rates and charges for services from the Water & Sewer Utility Fund shall be effective as of the first billing after January 1, 2026.

ATTACHMENTS:

1. Resolution establishing rates and charges for services from the Water & Sewer Utility Fund

FISCAL IMPACT:

The monthly increase per meter for utility billing accounts are indicated below:

Residential

- > Wastewater base charge = \$3.68
- > Wastewater usage charge = \$0.41 per 100 cubic feet or 1 unit
- > Stormwater base charge = \$0.18

Duplex/Commercial and Industrial

- > Wastewater base charge = \$7.36
- > Wastewater usage charge = \$0.41 per 100 cubic feet or 1 unit
- > Stormwater base charge = \$0.18

Apartment/Commercial + Apartment

- > Wastewater base charge = \$11.04
- > Wastewater usage charge = \$0.41 per 100 cubic feet or 1 unit
- > Stormwater base charge = \$0.18

See Resolution for other rate increases.

STAFF IMPACT:

None

LEGAL REVIEW:

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION:

To approve the Resolution establishing rates and charges for services from the Water & Sewer Utility Fund.

SUGGESTED MOTION:

I move to approve the Resolution establishing rates and charges for services from the Water & Sewer Utility Fund.

RESOLUTION ESTABLISHING RATES AND CHARGES FOR SERVICES FROM THE WATER & SEWER UTILITY FUND

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Code of Ordinances, that the following monthly rates and charges are hereby established for services from the Water & Sewer Utility Fund:

a) Water Base Charge per Meter

- 1) \$22.08 for each single-family dwelling.
- 2) \$22.08 for each mobile home.
- 3) \$22.08 for separate residential lawn watering.
- 4) \$44.16 for each duplex.
- 5) \$44.16 for all commercial and industrial.
- 6) \$44.16 for separate commercial lawn watering.
- 7) \$66.24 for all apartment and commercial plus apartment.
- 8) \$66.24 for separate apartment and commercial plus apartment lawn watering.
- 9) \$66.24 for all other multifamily dwellings.
- 10) \$782.59 fixed charge to Montana-Dakota Utilities Co. according to the Water Line Connection Agreement.

b) Wastewater Base Charge per Meter

- 1) ~~\$14.72~~ \$18.40 for each single-family dwelling.
- 2) ~~\$14.72~~ \$18.40 for each mobile home.
- 3) ~~\$29.44~~ \$36.80 for each duplex.
- 4) ~~\$29.44~~ \$36.80 for all commercial and industrial.
- 5) ~~\$44.16~~ \$55.20 for all apartment and commercial plus apartment.
- 6) ~~\$44.16~~ \$55.20 for all other multifamily dwellings.

c) Water Usage Charge per Meter

- 1) Plus, a water consumption charge shall be added at the rate of \$3.00 per one hundred cubic feet on each month's consumption as registered on each meter during the preceding monthly billing period.
- 2) The water usage charge for lawn watering purposes only shall be charged at the rate of ~~\$3.00~~ \$3.27 per one hundred cubic feet on each month's consumption as registered on each meter during the preceding monthly billing period.
- 3) The Missouri West Water System shall be charged at the rate of \$1.96 per one thousand gallons of water used as registered on each meter according to the Water Supply Contract.
- 4) The Montana-Dakota Utilities Co. shall be charged at the rate of \$2.81 per one hundred cubic feet of water used as registered on the meter according to the Water Line Connection Agreement.

d) Wastewater Usage Charge per Meter

- 1) For wastewater disposal service there shall be a charge of ~~\$1.65~~ \$2.06 per one hundred cubic feet of water used except that for the billing statements prepared during the months of May through October the charge for residential wastewater disposal service shall not exceed the charge based upon the average water usage used during the months of December through March.
- 2) Industrial users will be levied a volume charge of ~~\$1.65~~ \$2.06 per one hundred cubic feet of water used. Industrial users will also be levied a charge of ~~\$.06~~ \$.08 per pound of suspended solids and ~~\$.10~~ \$.14 per pound of five-day, twenty-degree Centigrade BOD.
- 3) Separate meter for lawn watering purposes only will not be charged for wastewater usage.

e) Stormwater Base Charge per Meter or Structure

- 1) ~~\$2.00~~ \$2.18 for each meter or structure.

BE IT FURTHER RESOLVED that the rates and charges for services from the Water & Sewer Utility Fund shall be effective as of the first billing after January 1, 2026.

Dated this 4th day of November, 2025.

President, Board of City Commissioners

Attest:

City Administrator



City Commission

Agenda Documentation

MEETING DATE: November 4, 2025
PREPARATION DATE: October 29, 2025
SUBMITTING DEPARTMENT: Legal
DEPARTMENT DIRECTOR: Amy Oster
PRESENTER: Amy Oster, Attorney
SUBJECT: Second and final consideration of Ordinance No. 1479

STATEMENT/PURPOSE:

Consider the Second and Final Consideration of Ordinance No. 1479, which will amend Section 24-7-17(c) of the Mandan Code of Ordinances, relating to restricted parking of certain vehicles and trailers.

BACKGROUND/ALTERNATIVES:

The Police Department has requested this ordinance change. This revision will clarify that it is unlawful to park or leave standing on any street in the city any vehicle which is unlicensed or for which current number plates and tab are not displayed. Previously, the ordinance referred only to expired registrations (without specifically stating that the current number plates and tab must be displayed as required under Mandan Code of Ordinances Section 24-12-1).

ATTACHMENTS:

1. Ordinance 1479 - Registration

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster has drafted the attached ordinance.

RECOMMENDATION:

I recommend to approve the second and final consideration of Ordinance No. 1479 as

City Commission

Agenda Documentation

November 4, 2025

Subject: Consider the second and final consideration of Ordinance No. 1479, Relating to Restricted
Parking of Certain Vehicles and Trailers

Page 2 of 2

presented.

SUGGESTED MOTION:

I move to approve Ordinance No. 1479 as presented.

ORDINANCE NO. 1479

An Ordinance to Amend and Re-enact
Section 24-7-17(c) of the Mandan Code of Ordinances,
Relating to Restricted Parking of Certain Vehicles and Trailers

Be it Ordained by the Board of City Commissioners as follows:

Sec. 24-7-17. – Parking of certain vehicles and trailers restricted.

...

- (c) It is unlawful for any person to park or leave standing on any street in the city, including any streets within mobile home parks or trailer courts, any vehicle which is unlicensed or for which the ~~registration has expired~~ current number plates and tab are not displayed as required under Section 24-12-1 of the Mandan Code of Ordinances.

...

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: October 21, 2025

Second Consideration and Final Passage: November 4, 2025