AGENDA
CITY COMMISSION
DECEMBER 2, 2025
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM

[IGNORE_INDENT]

The public may access the LIVE meeting at:	
Watch & Listen	***Listen***
Government Access (Midcontinent) cable channels 2 & 602 HD Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or Apple TV	*Radio Access 102.5 FM RadioAccess.org*
Dial: *+1 312 626 6799*	***Web:*** *https://us02web.zoom.us/j/87483967780*

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. *Mandan Progress Organization Holiday Lights Update*
2. *Former High School Demolition timeline*
3. *Construction Project Updates*
4. *Snowplow Art Partnership & Storm Response Update*

D. PUBLIC COMMENT

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

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider Approval of the November 18, 2025 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

1. Consider a vacation of a portion of Living Water Drive

H. BIDS

1. Consider concurrence of award for the Memorial Highway West project

I. CONSENT AGENDA

1. 2027 Budget Calendar

2. Consider Abatements:

a. Consider 2024 Veterans Credit Abatement for Maurice Jasmann

3. Consider approval of the Audit Engagement Letter from Brady Martz to provide audit services for the year ending December 31, 2025

4. Consider a final plat for Evergreen Heights 5th Addition

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider an Engineering Service Agreement Amendment for the Raw Water Intake project

2. Consider the Inmate housing agreement for Burleigh Morton Detention Center (BMDC)

L. RESOLUTIONS AND ORDINANCES

1. Consider adoption of Resolution for the 2025 Morton County Multi-Hazard Mitigation Plan

2. Second consideration of Ordinance 1480, a zone change from RMH & RH - Residential Mobile Home Park to RMH - Residential Residential Mobile Home Park for Block 2, Meadowlands 3rd Add.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

-
    - December 16, 2025 at 5:30 p.m.
    - January 6, 2026 at 5:30 p.m.
    - January 20, 2026 at 5 p.m.

O. ADJOURN

ROOSEVELT
Let it
SNOW

RED TRAIL ELEMENTARY
CAT
3
1

4
2
CAT
merry christmas

ROOSEVELT

LEWIS AND CLARK TRAIL BLAZERS

CUSTER ELEMENTARY SCHOOL
Let it
SNow
Custer
Cougars
Custer
Cougars

The Mandan City Commission met in regular session at 5:30 PM on November 18, 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, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Planner Laqua, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Beautification Recognition Program Winners Announced*. Community Beautification Committee Chair Layn Mudder presented.

a. *210 3rd Ave NW — Seasonal/Holiday Display & Landscape Maintenance/Enhancements*.

b. *Buckin' Bean Coffee, 601 1st St NE — Commercial Property*.

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

3. *Grand Lighting and Santa's Arrival, Nov. 28 at 6 p.m., Dykshoorn Park*. Mandan Progress Organization Executive Director Matt Schanandore presented.

4. *Small Business Saturday, Nov. 29*. Mayor Froelich presented.

D. PUBLIC COMMENT

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

E. APPROVAL OF AGENDA Commissioner 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 November 4, 2025 Board of City Commission Meeting Minutes*. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

1. *Consider a preliminary plat for Meadowlands Third Addition and a zone change from RH (Residential Mobile Home Park) to RMH (Residential Mobile Home Subdivision)*. Approve the preliminary plat and zone change for Meadowlands 3rd Addition, as presented, with staff comments above to be addressed prior to or with final plat application. Planner Laqua and Building Official Singer presented. Abe Ulmer with Independent Land Surveying and Engineering (ILSE) came forward. Commissioner Heinsohn moved and Commissioner Rohr seconded to recommend approval of the preliminary plat and zone change for Meadowlands 3rd Addition, as presented, with staff comments

above to be addressed prior to or with final plat application. Roll Call vote: Aye 5, Nay 0. The motion passed.

H. BIDS

I. CONSENT AGENDA Commissioner Rohr moved and Commissioner Braun seconded to approve item number 1 and item numbers 3 through 9, including all sub-items. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider approval of monthly bills*.

2. *Consider the 1806 Chip Seal Urban Regional Program application for 2030*. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider approval of the North Dakota Department of Transportation Annual Maintenance Letter*.

4. *Consider a minor plat for Stein Weide Addition*.

5. *Consider creation of a Systems Administrator Position*.

6. *Consider a minor plat for 2nd Replat of Lots 7 & 8, Block 1 Shores At Lakewood Addition*.

7. *Consider a minor plat for Sunview Heights Second*.

8. *Consider approval of the special event permit for the Grand Lighting of Lights on Main/Santa's Arrival*.

9. *Consider approval of the special event permit for the North Dakota Santa Run*.

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider resolutions necessary to create Street Improvement District 241 (Red Trail Elementary)*. City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the resolutions necessary to create Street Improvement District 241. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider an Engineering Service Agreement with Mountain Plains for construction oversight of Shores at Lakewood Phase 2 (SID 240)*. City Engineer Wigness presented. Commissioner Heinsohn moved and Commissioner Braun seconded to enter into an engineering agreement with Mountain Plains for the construction oversight for Street improvement District 240. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Resolution Establishing Rates And Charges For Services At the Cemetery*. Public Works Director O'Keefe presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the Resolution establishing rates and charges for services from the Cemetery Fund. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *December 2, 2025 at 5:30 p.m.*
- *December 16, 2025 at 5:30 p.m.*
- *January 6, 2026 at 5:30 p.m.*

.

O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:23 p.m.

James Neubauer City Administrator	James Froelich Board of City Commissioners

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 21, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a vacation of a portion of Living Water Drive.

STATEMENT/PURPOSE:
Consider a vacation of a part of Living Water Drive in Lot 1, Block 1, Living Water Addition and Lot 1, Block 1, Evergreen Heights 4th Addition.

BACKGROUND/ALTERNATIVES:
This request is to vacate the south 421.42 feet of Living Water Drive.

Background/Alternatives:
This right of way is a 66' wide right of way between Lot 1, Block 1 of the Living Water Addition and Lot 1, Block 1, Evergreen Heights 4th Addition. As part of a request for a replat of Lot 1, Block 1, Evergreen Heights 4th Addition, the applicant has requested that the entirety of Living Water Drive be vacated. However, because the southern 421.49 feet of Living Water Drive is shared with Lot 1, Block 1, Living Water addition, which is not contained within the preliminary plat boundary, the vacation could not be completed as part of that re-platting process.

Vacation of Living Water Drive
The City requested that the entirety of Living Water Drive be vacated if the applicant was requesting a partial vacation of the right of way to the north, as the roadway has never been built and with this proposed replat (Evergreen Heights 5th Addition, the final plat of which is on tonight's commission agenda) ceases to be needed. Because of the vacation regulations of the Century Code, the separate vacation process was required for this portion of Living Water Drive. The east 33' feet will go to Lot 1, Block 1, Living Water Drive, and the west 33' to Lot 1, Block 1, Evergreen Heights 4th Addition.

The proposed final plat of Evergreen Heights 5th Addition further clarifies the portions of vacated right of way that are going to each proposed new lot.

Staff does recommend that this approval be contingent on approval and recordation of the Evergreen Heights 5th Addition plat, as City staff would not be in favor of a partial right of way vacation.

Adjacent Properties Zoning, Land Use, and Future Land Use
This right of way serves these lots and has never been built. The proposed lots will instead utilize an access easement along the rear of their lot lines, shown on Evergreen Heights 5th Addition proposed final plat.

Additional Information and Public Outreach

- An application and fee of $500 was received on September 26, 2025
- Twelve letters were mailed to adjacent property owners on October 24, 2025

ATTACHMENTS:
1. Renner signed Application_Redacted
2. Schafer signed Application_Redacted
3. Location Map
4. Resolution of Vacation - Living Water Dr.
5. Survey Exhibit

FISCAL IMPACT:
N/A

STAFF IMPACT:
N/A

LEGAL REVIEW:
The City Attorney has reviewed this item as part of the agenda packet.

RECOMMENDATION:
Staff recommends approval of the vacation of the south 421.49 feet of Living Water Drive, contingent on the final approval and recordation of the Evergreen Heights 5th Addition.

SUGGESTED MOTION:
I move to approve the vacation of the south 421.49 feet of Living Water Drive, contingent on the final approval and recordation of the Evergreen Heights 5th Addition.

CITY OF MANDAN

Development Review Application

	Minor Plat ($300)		Zone Change ($600)
	Preliminary Plat up to 20 acres ($450)		Planned Unit Development ($700)
	Preliminary Plat more than 20 acres ($500)		Land Use and Transportation Plan Amendment ($1,000)
	Final Plat up to 20 lots ($450)	X	Vacation ($500)
	Final Plat 21 to 40 lots ($600)		Variance ($400)
	Final Plat more than 40 lots ($750)		Special Use Permit ($450)
	Annexation ($450)		Stormwater submittal ($300)
	Masterplanned Subdivision (not accepted without preliminary plat) ($250)		Stormwater 2nd & subsequent resubmittal ($50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) ($250)		Document Recording ($30)

Summary of Request (Add separate sheet(s) as necessary)

Complete vacation of Living water Dr, coinciding with Evergreen Heights fifth Addition Pending Plat

Engineer/Surveyor			Property Owner or Applicant		
Name: Greg Feser			Name: Valan Renner		
Address: [redacted]			Address: [redacted]		
City: Bismarck	State: ND	Zip: 58501	City: Mandan	State: ND	Zip: 58554
[redacted]			email		
Phone: [redacted]	Fax		Phone: [redacted]	Fax	

If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.

Location		Type		Existing Zone	Proposed Zone	Project Name
X City	ETA	New	Addition		No change	Living water Dr Project

Property Address	Legal Description
1900 Living water Dr	Lot 1 Block 1 Living water Addition
Current Use	
Proposed Use	
No change	Section 35 Township 139 Range 81

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking

Print Name	Signature	Date
Valan Renner	Valan Renner	8-26-2025

Office Use Only			
Date Received:	Initials: nm	Fees Paid: $500	Date 9-26-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

CITY OF MANDAN

Development Review Application

	Minor Plat ($300)		Zone Change ($600)
	Preliminary Plat up to 20 acres ($450)		Planned Unit Development ($700)
	Preliminary Plat more than 20 acres ($500)		Land Use and Transportation Plan Amendment ($1,000)
	Final Plat up to 20 lots ($450)	X	Vacation ($500)
	Final Plat 21 to 40 lots ($600)		Variance ($400)
	Final Plat more than 40 lots ($750)		Special Use Permit ($450)
	Annexation ($450)		Stormwater submittal ($300)
	Masterplanned Subdivision (not accepted without preliminary plat) ($250)		Stormwater 2nd & subsequent resubmittal ($50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) ($250)		Document Recording ($30)

Summary of Request (Add separate sheet(s) as necessary)

Complete vacation of Living water Dr, coinciding with Evergreen Heights Afth Addition Pending Plat

Engineer/Surveyor			Property Owner or Applicant		
Name: Greg Feser			Name: Jacob L. Schafer		
Address: [redacted]			Address: [redacted]		
City: Bismarck	State: ND	Zip: 58501	City: Mandan	State: ND	Zip: 58554
[redacted]			email: [redacted]		
Phone: [redacted]	Fax:		Phone: [redacted]	Fax:	

If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.

Location	Type	Existing Zone	Proposed Zone	Project Name
X City / ETA	New / Addition		No change	Living Water Dr Project

Property Address	Legal Description
1900 Living Water Dr	Lot 1 Block 1 Living water Addition
Current Use	
Proposed Use	
No change	Section 35 Township 139 Range 81

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking

Print Name	Signature	Date
Jacob L. Schafer	Jacob L. Schafer	9/25/2025

Office Use Only			
Date Received:	Initials: nm	Fees Paid: $500	Date 9-26-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved / Denied	Approved with conditions:		

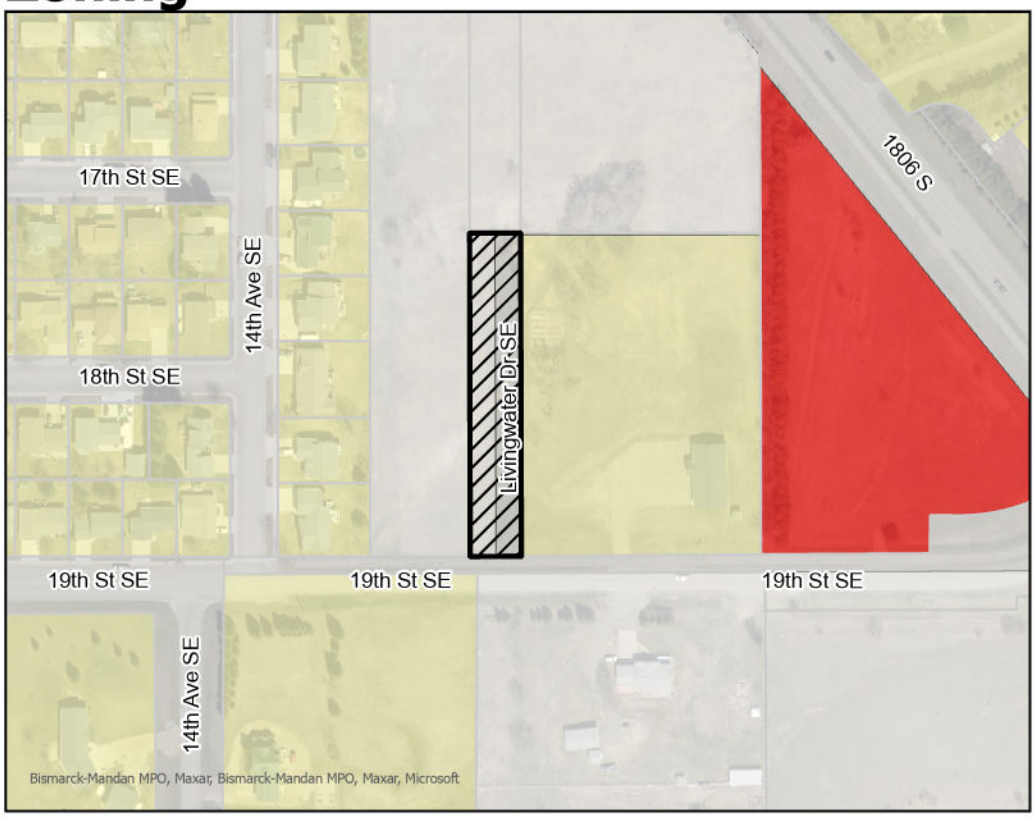
Zoning and Future Land Use Reference Map

Living Water Dr.

Zoning Map Key

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

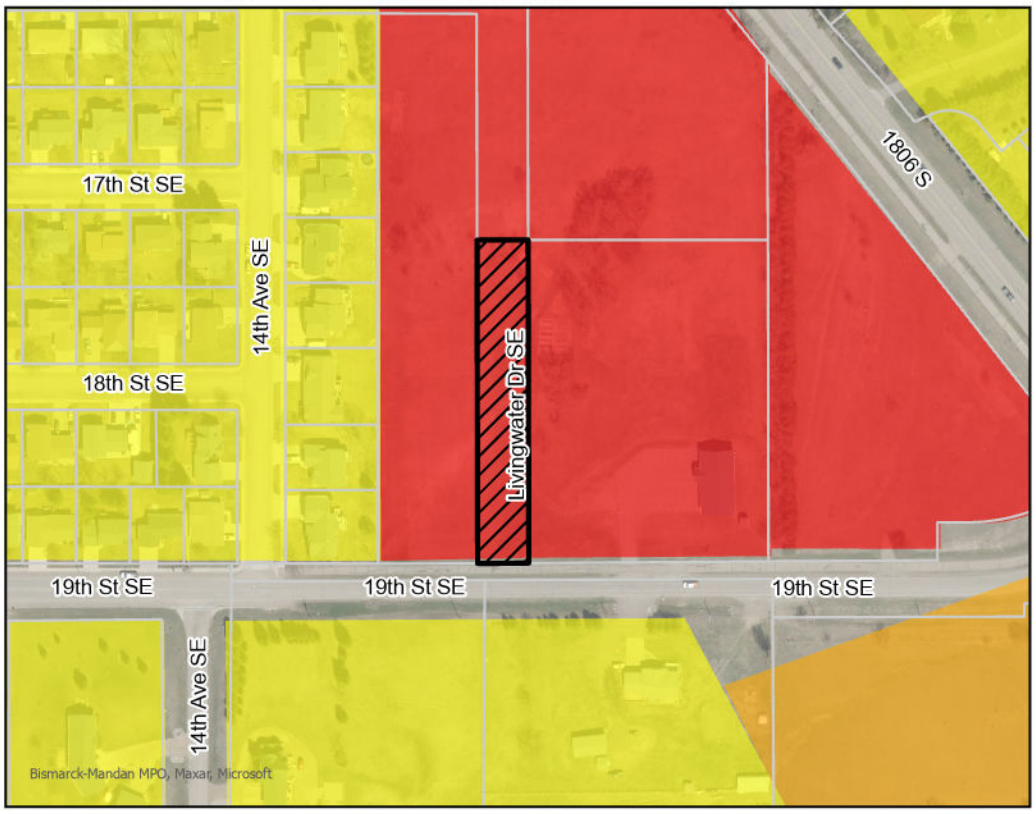
Zoning



Future Land Use Plan Key

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

Future Land Use Plan



0 0.04 0.09 0.17 Miles

N

City of Mandan
Planning Department
9/30/25

RESOLUTION OF VACATION
Board of City Commissioners
City of Mandan, North Dakota

WHEREAS, the owners of the properties located in Living Water Addition and Evergreen Heights Fourth Addition in Section 34, Township 139N, Range 81 W of the 5th Principal Meridian, City of Mandan, Morton County, North Dakota have requested that a portion of Living Water Drive right-of-way be vacated; and

WHEREAS, the subject property was not fully constructed and

WHEREAS, the required public notices were published for four consecutive weeks on September 13, September 20, September 27 and October 4, 2024.

WHEREAS, the required public hearing was conducted by the Board of City Commissioners on December 2, 2025.

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that the above described public right-of-way be and the same is hereby vacated.

BE IT FURTHER RESOLVED, that the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed December 2, 2025 by at least two-thirds vote of all the members of the Board of City Commissioners.

_____
President, Board of City Commissioners

ATTEST:

_____
City Administrator

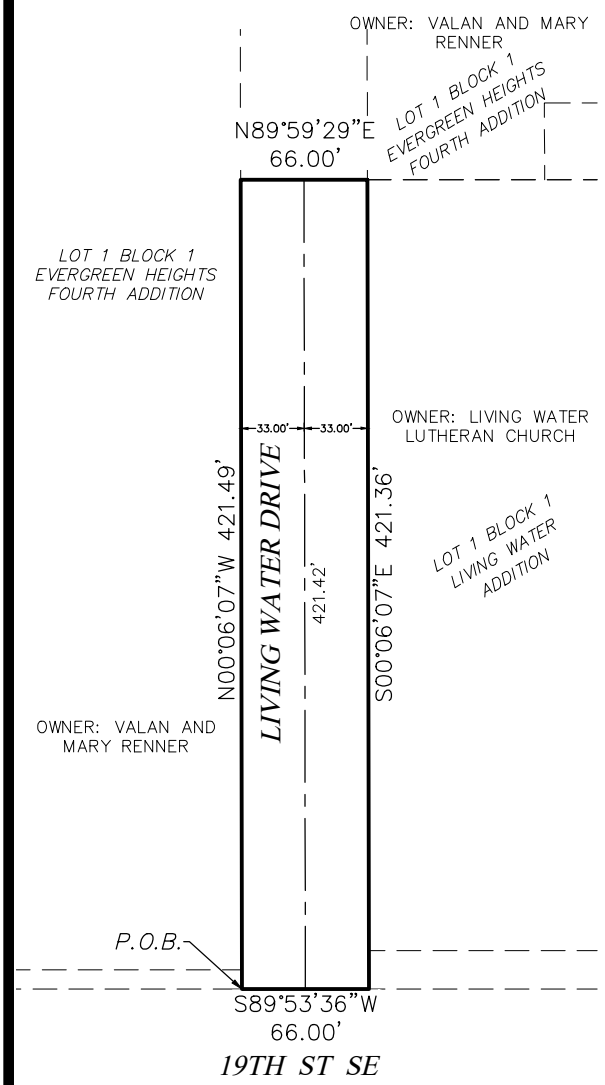
Public Notice Dates: October 31, November 7, 14 and 21, 2025
Public Hearing: December 2, 2025
Final Passage: December 2, 2025

VACATION OF LIVING WATER DRIVE

PART OF

LIVING WATER ADDITION AND EVERGREEN HEIGHTS FOURTH ADDITION

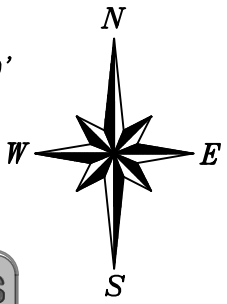
MANDAN, MORTON COUNTY, NORTH DAKOTA



50' 0 50' 100'

SCALE: 1"=100'

SEPTEMBER 29, 2025



SES GEOMATICS

FESER ENGINEERING, PC

DESCRIPTION

A TRACT OF LAND BEING PART OF LIVING WATER DRIVE, OF THE SOUTHWEST 1/4 SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, A PART OF LIVING WATER ADDITION AND EVERGREEN HEIGHTS FOURTH ADDITION, MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 1 OF EVERGREEN HEIGHTS FOURTH ADDITION ON THE NORTH RIGHT OF WAY LINE OF 19TH STREET SOUTHEAST AND SOUTHWEST CORNER OF LIVING WATER DRIVE; THENCE NORTH 00 DEGREES 06 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF LOT 1 BLOCK 1 EVERGREEN HEIGHTS FOURTH ADDITION AND THE WEST RIGHT OF WAY LINE OF LIVING WATER DRIVE A DISTANCE OF 421.49 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST A DISTANCE OF 66.00 FEET TO THE NORTHWEST CORNER OF LOT 1 BLOCK 1 LIVING WATER ADDITION AND THE EAST RIGHT OF WAY LINE OF LIVING WATER DRIVE; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF LOT 1 BLOCK 1 LIVING WATER ADDITION AND THE EAST RIGHT OF WAY LINE OF LIVING WATER DRIVE A DISTANCE OF 421.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 BLOCK 1 LIVING WATER ADDITION, THE SOUTHEAST CORNER OF LIVING WATER DRIVE AND THE NORTH RIGHT OF WAY OF 19TH STREET SOUTHEAST; THENCE SOUTH 89 DEGREES 53 MINUTES 36 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF 19TH STREET SOUTHEAST A DISTANCE OF 66.00 FEET TO THE POINT OF BIGINNING.

SAID TRACT OF LAND CONTAINING 0.64 ACRES, MORE OR LESS.ORE OR LESS.

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 6, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider concurrence of award for the Memorial Highway West project.

STATEMENT/PURPOSE:

To review and possibly approve the concurrence of bid award for the Memorial Highway - West Half project.

BACKGROUND/ALTERNATIVES:

On November 21st, the North Dakota Department of Transportation (NDDOT) opened bids for the west half of the Memorial Highway Reconstruction Project. HDR provided an estimate of $63,764,367.75. The project received two bids, summarized on the table below:

Contractor	Amount	% Above Estimate
Northern Improvement	$ 69,579,406.64	9.1%
Strata	$ 76,437,206.24	19.9%

The NDDOT is requesting concurrence in awarding the bid to Northern Improvement Company, as the apparent low bidder. Northern Improvement has completed many local roadway projects for Mandan, Bismarck and the NDDOT.

ATTACHMENTS:

1. Request for Concurrence of Award
2. Cost Participation and Maintenance Agreement
3. Local Costs - Bid Analysis

FISCAL IMPACT:
Using Northern Improvement's unit prices, the City's financial responsibility for the West Half is estimated to be $14,447,610.22. At the time of writing this agenda item, the City's specific exposure to changes between estimated construction costs and bid prices is still being calculated. For estimated assessments, the City had been using $14,528,440.22 for total West-half costs. Though these numbers are very close, there are soft costs that are unaccounted for in the construction estimate, which include engineering design and construction oversight associated with the West-half project.

STAFF IMPACT:
This project will require major time and effort by the City to coordinate with property owners, consultants, contractors, and the NDDOT.

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

RECOMMENDATION:
To concur in awarding the contract to Northern improvement Company and enter into the cost participation and maintenance agreement with the NDDOT, and to submit a Cost Share Request for the water main and sanitary sewer to the Department of Water Resources.

SUGGESTED MOTION:
I move to concur in awarding the contract to Northern improvement Company and enter into the cost participation and maintenance agreement with the NDDOT, and to submit a Cost Share Request for the water main and sanitary sewer to the Department of Water Resources.

NORTH Dakota | Transportation
Be Legendary.™

November 24, 2025

Jarek Wigness
City Engineer
205 Second Avenue NW
Mandan, ND 58554

PROJECTS: SU-CPU-FTF-1-094(224)917, PCN 23278 – BUS 94 (MEMORIAL HIGHWAY), MAIN STREET TO 32ND AVENUE - MANDAN

Bids for the construction on the above noted project were taken at our bid opening of November 21, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for RECONSTRUCTION, MEDIAN, SHARED USE PATH, LIGHTING, LANDSCAPING, SIGNAGE, SIGNALS, SIDEWALK, STORM SEWER was submitted by Northern Improvement Company of Fargo, ND in the amount of $69,579,406.64. According to the agreement with the City of Mandan, the City's share of project **SU-CPU-FTF-1-094(224)917** is estimated to be $14,447,610.22. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Mandan to **concur**, in writing, in the estimated amount before December 2, 2025, if possible.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,

Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Contract with **NORTHERN IMPROVEMENT COMPANY FARGO, ND** Signed Date:

County(s): **MORTON**

Location: **BUS 94 (MEMORIAL HIGHWAY), MAIN STREET TO 32ND AVENUE - MANDAN**

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

S94E000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.466)
S94W000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.469

Type: **RECONSTRUCTION, MEDIAN, SHARED USE PATH, LIGHTING, LANDSCAPING, SIGNAGE, SIGNALS, SIDEWALK, STORM SEWER**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.646	L SUM	$147,000.00	$94,962.00
103	0200	ESCROW OF BID DOCUMENTATION	0.646	L SUM	$3,024.00	$1,953.50
107	0100	RAILWAY PROTECTION INSURANCE	0.646	L SUM	$2,220.00	$1,434.12
107	0140	RAILROAD COORDINATION	0.646	L SUM	$39,410.00	$25,458.86
107	0151	RAILROAD FLAGGING	0.646	L SUM	$22,464.00	$14,511.74
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.646	L SUM	$273,100.00	$176,422.60
107	1000	CONTAMINATED SOIL MONITORING AND MITIGATION	5.000	DAY	$2,700.00	$13,500.00
107	5000	USACE EMERGENCY ACTION PLAN	1.000	L SUM	$371,685.20	$371,685.20
108	0001	CRITICAL PATH METHOD SCHEDULE	0.646	L SUM	$15,120.00	$9,767.52
109	1000	E-TICKETING	0.646	L SUM	$10,200.00	$6,589.20
202	0021	REMOVE AGGREGATE BASE & SURFACING	92,379.000	TON	$15.30	$1,413,398.70
202	0108	REMOVAL OF STRUCTURE-SITE 1	1.000	L SUM	$15,660.00	$15,660.00
202	0109	REMOVAL OF STRUCTURE-SITE 2	1.000	L SUM	$22,950.00	$22,950.00
202	0110	REMOVAL OF STRUCTURE-SITE 3	1.000	L SUM	$7,506.00	$7,506.00
202	0113	REMOVAL OF CONCRETE	62.000	CY	$196.60	$12,189.20
202	0130	REMOVAL OF CURB & GUTTER	4,658.000	LF	$10.10	$47,045.80
202	0151	REMOVE PRECAST CONCRETE BARRIER	30.000	LF	$33.00	$990.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	2,563.000	LF	$20.80	$53,310.40
202	0288	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	335.000	CY	$675.00	$226,125.00
202	0310	REMOVAL OF CHAIN LINK FENCE	397.000	LF	$2.20	$873.40
202	0312	REMOVE EXISTING FENCE	24.000	LF	$4.30	$103.20
202	0812	DISPOSAL OF CONTAMINATED WATER	500.000	GAL	$16.20	$8,100.00
203	0101	COMMON EXCAVATION-TYPE A	20,238.000	CY	$24.90	$503,926.20
203	0109	TOPSOIL	4,572.000	CY	$33.70	$154,076.40
203	0113	COMMON EXCAVATION-WASTE	47,409.000	CY	$21.60	$1,024,034.40
203	0140	BORROW-EXCAVATION	1,500.000	CY	$43.30	$64,950.00
210	0212	FLOWABLE FILL	1,692.000	CY	$382.30	$646,851.60
216	0100	WATER	1,667.600	M GAL	$50.70	$84,547.32
251	0100	SEEDING CLASS I	6.520	ACRE	$950.00	$6,194.00
251	0300	SEEDING CLASS III	0.110	ACRE	$3,080.00	$338.80
251	2000	TEMPORARY COVER CROP	6.630	ACRE	$540.00	$3,580.20
253	0201	HYDRAULIC MULCH	13.260	ACRE	$2,349.00	$31,147.74
255	0101	ECB TYPE 1	539.000	SY	$4.20	$2,263.80
261	0112	FIBER ROLLS 12IN	4,358.000	LF	$4.70	$20,482.60
261	0113	REMOVE FIBER ROLLS 12IN	2,426.000	LF	$0.50	$1,213.00
302	0120	AGGREGATE BASE COURSE CL 5	60,147.000	TON	$47.80	$2,875,026.60
302	0314	TEMPORARY TRAFFIC SURFACE AGGREGATE	3,058.000	TON	$60.40	$184,703.20
302	0403	AGGREGATE SURFACE COURSE	158.000	TON	$58.80	$9,290.40
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	10,742.000	TON	$96.80	$1,039,825.60
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	54,618.000	SY	$127.20	$6,947,409.60
602	1220	SINGLE SLOPE BARRIER	262.000	LF	$1,060.00	$277,720.00
702	0100	MOBILIZATION	0.646	L SUM	$6,350,500.00	$4,102,423.00
704	0100	FLAGGING	2,600.000	MHR	$77.80	$202,280.00

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
704	1000	TRAFFIC CONTROL SIGNS	3,205.000	UNIT	$2.20	$7,051.00
704	1020	ATTENUATION DEVICE SPECIAL	23.000	EA	$4,320.00	$99,360.00
704	1052	TYPE III BARRICADE	179.000	EA	$108.00	$19,332.00
704	1054	SIDEWALK BARRICADE	45.000	EA	$70.20	$3,159.00
704	1058	PEDESTRIAN WALKWAY	1,453.000	LF	$13.00	$18,889.00
704	1060	DELINEATOR DRUMS	492.000	EA	$22.70	$11,168.40
704	1067	TUBULAR MARKERS	290.000	EA	$6.50	$1,885.00
704	1080	STACKABLE VERTICAL PANELS	204.000	EA	$23.80	$4,855.20
704	1087	SEQUENCING ARROW PANEL-TYPE C	4.000	EA	$1,080.00	$4,320.00
704	1500	OBLITERATION OF PAVEMENT MARKING	762.000	SF	$6.40	$4,876.80
704	2108	TEMPORARY CURB RAMP	4.000	EA	$648.00	$2,592.00
704	3511	STATE FURNISHED MEDIAN BARRIER	5,510.000	LF	$103.40	$569,734.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EA	$10,800.00	$43,200.00
706	0400	FIELD OFFICE	0.646	EA	$61,010.00	$39,412.46
706	0500	AGGREGATE LABORATORY	0.646	EA	$47,840.00	$30,904.64
708	1540	INLET PROTECTION-SPECIAL	130.000	EA	$351.00	$45,630.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	130.000	EA	$54.00	$7,020.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	115,891.000	SY	$1.60	$185,425.60
714	0330	PIPE CONC REINF 18IN CL V	75.000	LF	$216.00	$16,200.00
714	0635	PIPE CONC REINF 24IN CL V	25.000	LF	$264.60	$6,615.00
714	2300	STORM SEWER JOINT TESTING	1.000	EA	$113,400.00	$113,400.00
714	3030	END SECT-CONC REINF 30IN	1.000	EA	$3,088.80	$3,088.80
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	3,930.000	LF	$227.90	$895,647.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	1,455.000	LF	$243.00	$353,565.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	252.000	LF	$229.00	$57,708.00
714	4117	PIPE CONDUIT 36IN-STORM DRAIN	375.000	LF	$354.20	$132,825.00
714	4185	PIPE CONDUIT TEE 36IN X 15IN - STORM DRAIN	1.000	EA	$3,596.40	$3,596.40
714	9659	REMOVE & RELAY PIPE-ALL TYPES & SIZES	32.000	LF	$447.10	$14,307.20
714	9705	UNDERDRAIN CLEANOUT RISER	63.000	EA	$1,258.20	$79,266.60
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	16,370.000	LF	$10.30	$168,611.00
720	0110	RIGHT OF WAY MARKERS	24.000	EA	$151.20	$3,628.80
720	0125	ALIGNMENT MONUMENTS	12.000	EA	$113.40	$1,360.80
720	0130	IRON PIN R/W MONUMENTS	17.000	EA	$113.40	$1,927.80
720	0135	IRON PIN REFERENCE MONUMENTS	7.000	EA	$108.00	$756.00
722	0100	MANHOLE 48IN	2.000	EA	$6,885.00	$13,770.00
722	0120	MANHOLE 72IN	6.000	EA	$13,419.00	$80,514.00
722	0130	MANHOLE 84IN	6.000	EA	$14,067.00	$84,402.00
722	0140	MANHOLE 96IN	23.000	EA	$16,335.00	$375,705.00
722	0200	MANHOLE 108IN	2.000	EA	$22,944.60	$45,889.20
722	0202	MANHOLE 120IN	5.000	EA	$26,703.00	$133,515.00
722	1100	MANHOLE RISER 48IN	11.000	LF	$329.40	$3,623.40
722	1120	MANHOLE RISER 72IN	36.000	LF	$691.20	$24,883.20
722	1130	MANHOLE RISER 84IN	32.000	LF	$1,188.00	$38,016.00
722	1140	MANHOLE RISER 96IN	163.000	LF	$1,436.40	$234,133.20
722	1200	MANHOLE RISER 108IN	11.000	LF	$2,019.60	$22,215.60
722	1205	MANHOLE RISER 120IN	59.000	LF	$2,241.00	$132,219.00
722	2500	MANHOLE SPECIAL	1.000	EA	$33,372.00	$33,372.00
722	3510	INLET-TYPE 2	66.000	EA	$5,583.60	$368,517.60
722	3520	INLET-TYPE 2 DOUBLE	51.000	EA	$8,451.00	$431,001.00
722	3720	INLET SPECIAL CATCH BASIN 6IN BEEHIVE 48IN	2.000	EA	$6,750.00	$13,500.00
722	3730	INLET SPECIAL CATCH BASIN 9IN BEEHIVE 48IN	1.000	EA	$6,404.40	$6,404.40

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
722	3771	INLET SPECIAL MOUNTABLE-TYPE B 60IN	1.000	EA	$10,044.00	$10,044.00
722	4010	INLET CATCH BASIN 6IN BEEHIVE	16.000	EA	$4,768.20	$76,291.20
722	4020	INLET CATCH BASIN 9IN BEEHIVE	6.000	EA	$4,887.00	$29,322.00
722	4060	INLET MOUNTABLE CURB-TYPE B	2.000	EA	$5,238.00	$10,476.00
722	6160	ADJUST INLET	2.000	EA	$3,780.00	$7,560.00
724	9028	FORCEMAIN 16IN	76.000	LF	$442.80	$33,652.80
748	0140	CURB & GUTTER-TYPE I	22,259.000	LF	$41.80	$930,426.20
748	1000	VALLEY GUTTER 36IN	10.000	LF	$80.60	$806.00
750	0010	IMPRINTED CONCRETE	830.000	SY	$91.80	$76,194.00
750	0030	PIGMENTED IMPRINTED CONCRETE	5,655.000	SY	$297.00	$1,679,535.00
750	0210	CONCRETE MEDIAN NOSE PAVING	52.000	SY	$239.10	$12,433.20
750	1020	DRIVEWAY CONCRETE 8IN	4,683.000	SY	$113.40	$531,052.20
752	0600	FENCE CHAIN LINK	377.000	LF	$19.40	$7,313.80
752	0650	FENCE CHAIN LINK WITH BARBED WIRE	308.000	LF	$23.80	$7,330.40
752	0850	ORNAMENTAL FENCE	2,740.000	LF	$40.90	$112,066.00
752	0905	TEMPORARY FENCE	561.000	LF	$10.90	$6,114.90
752	0911	TEMPORARY SAFETY FENCE	745.000	LF	$2.20	$1,639.00
752	2110	RESET VEHICLE GATE	2.000	EA	$334.80	$669.60
752	3100	CORNER ASSEMBLY CHAIN LINK	1.000	EA	$486.00	$486.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	346.000	SF	$37.80	$13,078.80
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	429.000	SF	$32.40	$13,899.60
754	0168	DELINEATORS-TYPE D	23.000	EA	$135.00	$3,105.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	1,387.000	LF	$21.60	$29,959.20
754	0563	REFERENCE MARKER-TYPE C	2.000	EA	$324.00	$648.00
754	0592	RESET SIGN PANEL	6.000	EA	$135.00	$810.00
762	0131	EPOXY PVMT MK 6IN LINE-GROOVED	1,140.000	LF	$1.40	$1,596.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	2,456.000	LF	$3.20	$7,859.20
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	3,275.000	LF	$4.30	$14,082.50
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	480.000	LF	$27.00	$12,960.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	768.000	SF	$21.60	$16,588.80
762	0420	SHORT TERM 4IN LINE-TYPE R	210,800.000	LF	$1.10	$231,880.00
762	0440	SHORT TERM MESSAGE-TYPE R	2,265.000	SF	$21.60	$48,924.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	1,905.000	LF	$6.50	$12,382.50
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	16,626.000	LF	$9.50	$157,947.00
770	0001	LIGHTING SYSTEM	1.000	EA	$831,600.00	$831,600.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	$97,200.00	$97,200.00
772	2800	INTERIM TRAFFIC SIGNALS	1.000	EA	$32,400.00	$32,400.00
806	0300	GROUT	1,500.000	CF	$65.90	$98,850.00
900	0100	SETTLEMENT PLATE	2.000	EA	$8,758.80	$17,517.60
910	0010	VIDEO INSPECTION - UNDERGROUND PIPE	1.000	EA	$5,400.00	$5,400.00
920	0091	LIFT STATION-SITE 1	1.000	EA	$599,400.00	$599,400.00
920	0093	LIFT STATION-SITE 3	1.000	EA	$881,250.00	$881,250.00
920	0140	GATE WELL	1.000	L SUM	$3,650,400.00	$3,650,400.00
920	1233	HEALTH AND SAFETY PLAN	1.000	L SUM	$43,200.00	$43,200.00
930	0200	DEWATERING	1.000	L SUM	$4,455,000.00	$4,455,000.00
930	0211	DEWATERING - SITE 1	1.000	L SUM	$410,270.00	$410,270.00
930	0212	DEWATERING - SITE 2	1.000	L SUM	$3,511,800.00	$3,511,800.00
930	0410	HEADWALL	1.000	L SUM	$691,200.00	$691,200.00
930	0420	SLIDE GATE	2.000	EA	$151,200.00	$302,400.00

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
930	**4225**	**INSTRUMENTATION-DATA LOGGING EQUIPMENT**	**1.000**	**L SUM**	**$861,664.00**	**$861,664.00**
930	**8230**	**SHORING**	**1.000**	**EA**	**$13,500.00**	**$13,500.00**

Subtotal	**$46,302,004.50**
Eng and Contg	**$4,630,200.45**
Total	**$50,932,204.95**

Length **1.4700 Miles**

		Construction
Estimated Cost		**$50,932,204.95**
FTF STATE FUNDS	**LIMITED**	**$11,597,583.50**
SU MANDAN CITY FUNDS	**LIMITED**	**$0.00**
SU FEDERAL FUNDS		**$31,833,509.14**
SU STATE FUNDS		**$7,501,112.31**

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

RIVERWOOD AVE L555_059M FR 0.3311 TO 0.3652
3RD ST SE, L701_059M FR 2.2387 TO 2.2875

Type: **AGGREGATE BASE, ASPHALT SURFACING, CONCRETE PAVEMENT**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.010	L SUM	$147,000.00	$1,470.00
103	0200	ESCROW OF BID DOCUMENTATION	0.010	L SUM	$3,024.00	$30.24
107	0100	RAILWAY PROTECTION INSURANCE	0.010	L SUM	$2,220.00	$22.20
107	0140	RAILROAD COORDINATION	0.010	L SUM	$39,410.00	$394.10
107	0151	RAILROAD FLAGGING	0.010	L SUM	$22,464.00	$224.64
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.010	L SUM	$273,100.00	$2,731.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.010	L SUM	$15,120.00	$151.20
109	1000	E-TICKETING	0.010	L SUM	$10,200.00	$102.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	622.000	TON	$15.30	$9,516.60
202	0130	REMOVAL OF CURB & GUTTER	348.000	LF	$10.10	$3,514.80
203	0101	COMMON EXCAVATION-TYPE A	357.000	CY	$24.90	$8,889.30
203	0109	TOPSOIL	326.000	CY	$33.70	$10,986.20
203	0113	COMMON EXCAVATION-WASTE	813.000	CY	$21.60	$17,560.80
216	0100	WATER	43.200	M GAL	$50.70	$2,190.24
302	0120	AGGREGATE BASE COURSE CL 5	1,809.000	TON	$47.80	$86,470.20
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	651.000	TON	$96.80	$63,016.80
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	1,348.000	SY	$127.20	$171,465.60
702	0100	MOBILIZATION	0.010	L SUM	$6,350,500.00	$63,505.00
706	0400	FIELD OFFICE	0.010	EA	$61,010.00	$610.10
706	0500	AGGREGATE LABORATORY	0.010	EA	$47,840.00	$478.40
709	0100	GEOSYNTHETIC MATERIAL TYPE G	3,471.000	SY	$1.60	$5,553.60
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	167.000	LF	$243.00	$40,581.00
722	3520	INLET-TYPE 2 DOUBLE	1.000	EA	$8,451.00	$8,451.00
722	3766	INLET SPECIAL-TYPE 2 72IN	1.000	EA	$10,908.00	$10,908.00
748	0120	CURB & GUTTER MOUNTABLE-TYPE I	61.000	LF	$51.40	$3,135.40
748	0140	CURB & GUTTER-TYPE I	658.000	LF	$41.80	$27,504.40
750	0115	SIDEWALK CONCRETE 4IN	57.000	SY	$85.30	$4,862.10
750	1020	DRIVEWAY CONCRETE 8IN	199.000	SY	$113.40	$22,566.60
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	243.000	LF	$3.20	$777.60
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	86.000	SF	$21.60	$1,857.60
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	458.000	LF	$6.50	$2,977.00
764	0151	REMOVE W-BEAM GUARDRAIL & POSTS	39.000	LF	$25.90	$1,010.10
766	0100	MAILBOX-ALL TYPES	1.000	EA	$432.00	$432.00
					Subtotal	$573,945.82

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Eng and Contg	**$57,394.58**
Total	**$631,340.40**

Length **0.0829 Miles**

		Construction
Estimated Cost		**$631,340.40**
SU FEDERAL FUNDS	**80.93%**	**$510,943.79**
CPU MANDAN CITY FUNDS	**19.07%**	**$120,396.61**

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

24TH AVE SE L346_059M FR 0.0822 TO 0.1424
BISMAN AV L458_059M FR 0.000 TO 0.0517
REDWING L550_059M FR 0.2635 TO 0.2948

Type: **AGGREGATE BASE, ASPHALT SURFACING, CONCRETE PAVEMENT**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.014	L SUM	$147,000.00	$2,058.00
103	0200	ESCROW OF BID DOCUMENTATION	0.014	L SUM	$3,024.00	$42.34
107	0100	RAILWAY PROTECTION INSURANCE	0.014	L SUM	$2,220.00	$31.08
107	0140	RAILROAD COORDINATION	0.014	L SUM	$39,410.00	$551.74
107	0151	RAILROAD FLAGGING	0.014	L SUM	$22,464.00	$314.50
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.014	L SUM	$273,100.00	$3,823.40
108	0001	CRITICAL PATH METHOD SCHEDULE	0.014	L SUM	$15,120.00	$211.68
109	1000	E-TICKETING	0.014	L SUM	$10,200.00	$142.80
202	0021	REMOVE AGGREGATE BASE & SURFACING	1,545.000	TON	$15.30	$23,638.50
202	0113	REMOVAL OF CONCRETE	226.000	CY	$196.60	$44,431.60
202	0130	REMOVAL OF CURB & GUTTER	909.000	LF	$10.10	$9,180.90
203	0101	COMMON EXCAVATION-TYPE A	78.000	CY	$24.90	$1,942.20
203	0109	TOPSOIL	98.000	CY	$33.70	$3,302.60
203	0113	COMMON EXCAVATION-WASTE	701.000	CY	$21.60	$15,141.60
216	0100	WATER	30.500	M GAL	$50.70	$1,546.35
302	0120	AGGREGATE BASE COURSE CL 5	1,429.000	TON	$47.80	$68,306.20
302	0403	AGGREGATE SURFACE COURSE	2.000	TON	$58.80	$117.60
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	345.000	TON	$96.80	$33,396.00
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	1,242.000	SY	$127.20	$157,982.40
702	0100	MOBILIZATION	0.014	L SUM	$6,350,500.00	$88,907.00
706	0400	FIELD OFFICE	0.014	EA	$61,010.00	$854.14
706	0500	AGGREGATE LABORATORY	0.014	EA	$47,840.00	$669.76
709	0100	GEOSYNTHETIC MATERIAL TYPE G	1,014.000	SY	$1.60	$1,622.40
714	3035	END SECT-CONC REINF 36IN	1.000	EA	$3,618.00	$3,618.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	56.000	LF	$227.90	$12,762.40
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	28.000	LF	$243.00	$6,804.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	49.000	LF	$229.00	$11,221.00
714	4117	PIPE CONDUIT 36IN-STORM DRAIN	75.000	LF	$354.20	$26,565.00
722	0110	MANHOLE 60IN	4.000	EA	$9,228.60	$36,914.40
722	0130	MANHOLE 84IN	1.000	EA	$14,067.00	$14,067.00
722	1110	MANHOLE RISER 60IN	22.000	LF	$518.40	$11,404.80
722	1130	MANHOLE RISER 84IN	4.000	LF	$1,188.00	$4,752.00
722	3510	INLET-TYPE 2	3.000	EA	$5,583.60	$16,750.80
722	3520	INLET-TYPE 2 DOUBLE	4.000	EA	$8,451.00	$33,804.00
748	0140	CURB & GUTTER-TYPE I	819.000	LF	$41.80	$34,234.20
750	1020	DRIVEWAY CONCRETE 8IN	575.000	SY	$113.40	$65,205.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	104.000	LF	$3.20	$332.80
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	86.000	SF	$21.60	$1,857.60
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	380.000	LF	$6.50	$2,470.00
				Subtotal		$740,977.79

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Eng and Contg	**$74,097.78**
Total	**$815,075.57**

Length **0.1432 Miles**

		Construction
Estimated Cost		**$815,075.57**
CPU MANDAN CITY FUNDS	**100.00%**	**$815,075.57**

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

S94E000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.466)
S94W000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.469

Type: **DRAINAGE, STORM WATER**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.126	L SUM	$147,000.00	$18,522.00
103	0200	ESCROW OF BID DOCUMENTATION	0.126	L SUM	$3,024.00	$381.02
107	0100	RAILWAY PROTECTION INSURANCE	0.126	L SUM	$2,220.00	$279.72
107	0140	RAILROAD COORDINATION	0.126	L SUM	$39,410.00	$4,965.66
107	0151	RAILROAD FLAGGING	0.126	L SUM	$22,464.00	$2,830.46
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.126	L SUM	$273,100.00	$34,410.60
108	0001	CRITICAL PATH METHOD SCHEDULE	0.126	L SUM	$15,120.00	$1,905.12
109	1000	E-TICKETING	0.126	L SUM	$10,200.00	$1,285.20
201	0300	CLEARING & GRUBBING	0.400	ACRE	$100,840.00	$40,336.00
201	0370	REMOVAL OF TREES 10IN	7.000	EA	$910.00	$6,370.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	4,421.000	TON	$15.30	$67,641.30
202	0130	REMOVAL OF CURB & GUTTER	395.000	LF	$10.10	$3,989.50
202	0132	REMOVAL OF BITUMINOUS SURFACING	153.000	SY	$16.20	$2,478.60
202	0169	REMOVAL OF END SECTION-ALL TYPES & SIZES	1.000	EA	$464.40	$464.40
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	73.000	LF	$20.80	$1,518.40
202	0310	REMOVAL OF CHAIN LINK FENCE	308.000	LF	$2.20	$677.60
203	0101	COMMON EXCAVATION-TYPE A	523.000	CY	$24.90	$13,022.70
203	0109	TOPSOIL	34.000	CY	$33.70	$1,145.80
216	0100	WATER	29.200	M GAL	$50.70	$1,480.44
251	0100	SEEDING CLASS I	2.480	ACRE	$950.00	$2,356.00
251	0200	SEEDING CLASS II	0.010	ACRE	$5,620.00	$56.20
251	0300	SEEDING CLASS III	0.750	ACRE	$3,080.00	$2,310.00
251	2000	TEMPORARY COVER CROP	3.240	ACRE	$540.00	$1,749.60
253	0201	HYDRAULIC MULCH	6.480	ACRE	$2,349.00	$15,221.52
255	0101	ECB TYPE 1	3,610.000	SY	$4.20	$15,162.00
256	0200	RIPRAP GRADE II	41.000	CY	$180.40	$7,396.40
261	0112	FIBER ROLLS 12IN	4,839.000	LF	$4.70	$22,743.30
261	0113	REMOVE FIBER ROLLS 12IN	2,583.000	LF	$0.50	$1,291.50
262	0100	FLOTATION SILT CURTAIN	140.000	LF	$23.80	$3,332.00
262	0101	REMOVE FLOTATION SILT CURTAIN	140.000	LF	$4.30	$602.00
302	0120	AGGREGATE BASE COURSE CL 5	705.000	TON	$47.80	$33,699.00
302	0308	SALVAGED BITUMINOUS PAVEMENT	51.000	TON	$58.40	$2,978.40
302	0403	AGGREGATE SURFACE COURSE	813.000	TON	$58.80	$47,804.40
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	289.000	TON	$96.80	$27,975.20
702	0100	MOBILIZATION	0.126	L SUM	$6,350,500.00	$800,163.00
706	0400	FIELD OFFICE	0.126	EA	$61,010.00	$7,687.26
706	0500	AGGREGATE LABORATORY	0.126	EA	$47,840.00	$6,027.84
709	0100	GEOSYNTHETIC MATERIAL TYPE G	594.000	SY	$1.60	$950.40
714	0635	PIPE CONC REINF 24IN CL V	41.000	LF	$264.60	$10,848.60
714	0922	PIPE CONC REINF 36IN CL V	146.000	LF	$445.00	$64,970.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	100.000	LF	$229.00	$22,900.00
714	4117	PIPE CONDUIT 36IN-STORM DRAIN	284.000	LF	$354.20	$100,592.80
714	4121	PIPE CONDUIT 42IN-STORM DRAIN	293.000	LF	$388.80	$113,918.40
714	4126	PIPE CONDUIT 48IN-STORM DRAIN	158.000	LF	$513.00	$81,054.00

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
714	4131	PIPE CONDUIT 54IN-STORM DRAIN	1,246.000	LF	$535.70	$667,482.20
714	4136	PIPE CONDUIT 60IN-STORM DRAIN	3,283.000	LF	$739.80	$2,428,763.40
714	4145	PIPE CONDUIT 72IN	1,054.000	LF	$1,846.80	$1,946,527.20
714	4169	PIPE CONDUIT 72IN-JACKED OR BORED	133.000	LF	$1,026.00	$136,458.00
714	4224	PIPE CONDUIT ARCH 44IN X 27IN	1,040.000	LF	$453.60	$471,744.00
714	4227	PIPE CONDUIT ARCH 51IN X 31IN	332.000	LF	$486.00	$161,352.00
714	4229	PIPE CONDUIT ARCH 58IN X 36IN	638.000	LF	$561.60	$358,300.80
714	4231	PIPE CONDUIT ARCH 65IN X 40IN	213.000	LF	$677.20	$144,243.60
714	8584	CASING PIPE 84IN	133.000	LF	$14,472.00	$1,924,776.00
748	0140	CURB & GUTTER-TYPE I	532.000	LF	$41.80	$22,237.60
750	0115	SIDEWALK CONCRETE 4IN	376.000	SY	$85.30	$32,072.80
750	0140	SIDEWALK CONCRETE 6IN	11.000	SY	$91.80	$1,009.80
752	0911	TEMPORARY SAFETY FENCE	1,444.000	LF	$2.20	$3,176.80
970	1025	REPLANT TREES	3.000	EA	$1,620.00	$4,860.00
970	2420	AMERICAN LINDEN	7.000	EA	$1,188.00	$8,316.00

Subtotal	$9,908,814.54
Eng and Contg	$990,881.45
Total	$10,899,695.99

Length **1.4700 Miles**

		Construction
Estimated Cost		$10,899,695.99
FTF STATE FUNDS		$1,802,416.50
SU MANDAN CITY FUNDS	LIMITED	$2,568,162.00
SU FEDERAL FUNDS	64.54%	$5,871,384.18
SU STATE FUNDS	7.23%	$657,733.31

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

S94E000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.466)
S94W000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.469

Type: **WATERMAIN AND SANITARY SEWER**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.169	L SUM	$147,000.00	$24,843.00
103	0200	ESCROW OF BID DOCUMENTATION	0.169	L SUM	$3,024.00	$511.06
107	0100	RAILWAY PROTECTION INSURANCE	0.169	L SUM	$2,220.00	$375.18
107	0140	RAILROAD COORDINATION	0.169	L SUM	$39,410.00	$6,660.29
107	0151	RAILROAD FLAGGING	0.169	L SUM	$22,464.00	$3,796.42
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.169	L SUM	$273,100.00	$46,153.90
108	0001	CRITICAL PATH METHOD SCHEDULE	0.169	L SUM	$15,120.00	$2,555.28
109	1000	E-TICKETING	0.169	L SUM	$10,200.00	$1,723.80
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	744.000	LF	$64.80	$48,211.20
202	0210	REMOVAL OF MANHOLES	3.000	EA	$1,560.00	$4,680.00
202	0500	ACP WATERMAIN REMOVAL	2,125.000	LF	$130.70	$277,737.50
203	0101	COMMON EXCAVATION-TYPE A	43.000	CY	$24.90	$1,070.70
203	0109	TOPSOIL	3,828.000	CY	$33.70	$129,003.60
216	0100	WATER	7.500	M GAL	$50.70	$380.25
702	0100	MOBILIZATION	0.169	L SUM	$6,350,500.00	$1,073,234.50
706	0400	FIELD OFFICE	0.169	EA	$61,010.00	$10,310.69
706	0500	AGGREGATE LABORATORY	0.169	EA	$47,840.00	$8,084.96
710	0255	TEMPORARY BYPASS SEWER SYSTEM	3.000	EA	$79,542.00	$238,626.00
714	8492	CASING PIPE 12IN	12.000	LF	$1,306.80	$15,681.60
714	9006	ADJUST 6IN SEWER CLEANOUT	2.000	EA	$3,537.00	$7,074.00
722	0300	MANHOLE SANITARY	41.000	EA	$11,961.00	$490,401.00
722	3200	MANHOLE DROP	2.000	EA	$37,260.00	$74,520.00
724	0210	FITTINGS-DUCTILE IRON	23,838.000	LBS	$28.60	$681,766.80
724	0270	REMOVE GATE VALVE & BOX	20.000	EA	$540.00	$10,800.00
724	0300	GATE VALVE & BOX 6IN	45.000	EA	$4,233.60	$190,512.00
724	0310	GATE VALVE & BOX 8IN	31.000	EA	$5,400.00	$167,400.00
724	0314	GATE VALVE & BOX 12IN	3.000	EA	$9,115.20	$27,345.60
724	0317	GATE VALVE & BOX 16IN	16.000	EA	$22,928.40	$366,854.40
724	0412	8IN HYDRANT	27.000	EA	$11,232.00	$303,264.00
724	0430	REMOVE HYDRANT	14.000	EA	$540.00	$7,560.00
724	0616	WATER SERVICE LINE 1 1/2IN	506.000	LF	$199.80	$101,098.80
724	0621	WATER SERVICE LINE 2IN	6.000	LF	$1,242.00	$7,452.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	$1,134,000.00	$1,134,000.00
724	0810	WATERMAIN 6IN PVC	2,207.000	LF	$158.80	$350,471.60
724	0830	WATERMAIN 8IN PVC	1,428.000	LF	$144.70	$206,631.60
724	0850	WATERMAIN 12IN PVC	480.000	LF	$183.60	$88,128.00
724	0852	WATERMAIN 16IN PVC	6,582.000	LF	$199.80	$1,315,083.60
724	0855	12IN WATERMAIN	125.000	LF	$297.00	$37,125.00
724	0858	WATERMAIN 16IN	717.000	LF	$307.80	$220,692.60
724	0907	CURB STOP & BOX 1 1/2IN	48.000	EA	$2,808.00	$134,784.00
724	0910	CURB STOP & BOX 2IN	1.000	EA	$2,808.00	$2,808.00
724	0944	CONNECTION TO EXISTING MAIN	11.000	EA	$7,344.00	$80,784.00
724	0958	WATER SERVICE CONNECTION 1 1/2IN	48.000	EA	$1,566.00	$75,168.00
724	0960	WATER SERVICE CONNECTION 2IN	1.000	EA	$2,700.00	$2,700.00

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
724	0975	WATER LINE CONNECTION 6IN	1.000	EA	$5,076.00	$5,076.00
724	0980	WATER LINE CONNECTION 8IN	6.000	EA	$6,480.00	$38,880.00
724	0984	WATER LINE CONNECTION 12IN	5.000	EA	$8,640.00	$43,200.00
724	1025	UNDERGROUND IRRIGATION SYSTEM	1.000	L SUM	$64,800.00	$64,800.00
724	1110	8IN SANITARY SEWER PIPE	1,054.000	LF	$144.70	$152,513.80
724	1117	12IN SANITARY SEWER PIPE	4,515.000	LF	$179.30	$809,539.50
724	1190	RECONNECT TO EXISTING SANITARY SEWER SERVICE	11.000	EA	$1,620.00	$17,820.00
724	5040	SANITARY SEWER SERVICE CONNECTION	12.000	EA	$1,479.60	$17,755.20
724	5048	PIPE PVC 6IN SEWER	251.000	LF	$140.40	$35,240.40
724	7014	REMOVE GATE VALVE BOX	13.000	EA	$405.00	$5,265.00
724	9020	FORCEMAIN 6IN	247.000	LF	$135.00	$33,345.00
744	0050	INSULATION BOARD	853.000	CF	$28.10	$23,969.30
910	0565	CONTROLLED DENSITY BACKFILL	194.000	CY	$432.00	$83,808.00
920	0092	LIFT STATION-SITE 2	1.000	EA	$637,200.00	$637,200.00
920	0110	LIFT STATION PUMP LEASE	24.000	MO	$108.00	$2,592.00

Subtotal **$9,949,069.13**

Eng and Contg **$994,906.91**

Total **$10,943,976.04**

Length **1.4700 Miles**

		Construction
Estimated Cost		**$10,943,976.04**
CPU MANDAN CITY FUNDS	**100.00%**	**$10,943,976.04**

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Roadway: **URBAN**

S94E000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.466)
S94W000B147.183_02 RP 917.897 (0) TO RP 919.370 (1.469

Type: **AGGREGATE BASE, SIGNALS, SIDEWALK CONCRETE**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.035	L SUM	$147,000.00	$5,145.00
103	0200	ESCROW OF BID DOCUMENTATION	0.035	L SUM	$3,024.00	$105.84
107	0100	RAILWAY PROTECTION INSURANCE	0.035	L SUM	$2,220.00	$77.70
107	0140	RAILROAD COORDINATION	0.035	L SUM	$39,410.00	$1,379.35
107	0151	RAILROAD FLAGGING	0.035	L SUM	$22,464.00	$786.24
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.035	L SUM	$273,100.00	$9,558.50
108	0001	CRITICAL PATH METHOD SCHEDULE	0.035	L SUM	$15,120.00	$529.20
109	1000	E-TICKETING	0.035	L SUM	$10,200.00	$357.00
216	0100	WATER	33.400	M GAL	$50.70	$1,693.38
302	0120	AGGREGATE BASE COURSE CL 5	1,670.000	TON	$47.80	$79,826.00
702	0100	MOBILIZATION	0.035	L SUM	$6,350,500.00	$222,267.50
706	0400	FIELD OFFICE	0.035	EA	$61,010.00	$2,135.35
706	0500	AGGREGATE LABORATORY	0.035	EA	$47,840.00	$1,674.40
750	0115	SIDEWALK CONCRETE 4IN	7,710.000	SY	$85.30	$657,663.00
750	0140	SIDEWALK CONCRETE 6IN	306.000	SY	$91.80	$28,090.80
750	2115	DETECTABLE WARNING PANELS	404.000	SF	$86.40	$34,905.60
772	0001	TRAFFIC SIGNALS SYSTEM	2.000	EA	$399,600.00	$799,200.00
772	9200	IT SYSTEM	1.000	EA	$259,200.00	$259,200.00
				Subtotal		$2,104,594.86
				Eng and Contg		$210,459.49
				Total		$2,315,054.35

Length **1.4700 Miles**

		Construction
Estimated Cost		$2,315,054.35
CRP FEDERAL FUNDS	LIMITED	$1,205,842.41
CRP STATE FUNDS	LIMITED	$301,460.60
SU FEDERAL FUNDS		$653,713.16
SU STATE FUNDS		$154,038.18

Type: **SPECIAL ITEMS**

Item Description				Amount
ESTIMATED COST OF RIGHT OF WAY				$840,000.00
Funding Splits:	SU FEDERAL FUNDS	80.93%	$679,812.00	
	SU STATE FUNDS	19.07%	$160,188.00	

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/21/2025**

Project Number: **SU-CPU-FTF-1-094(224)917** PCN: **23278**

Job Number: **23278** English/Metric: **ENGLISH**

Summary for Project

Length **1.4700 Miles** **MORTON** **1.4700 Miles**

Estimated Total Construction Cost: **$69,579,406.64**

Estimated Total Eng and Contg: **$6,957,940.66**

	Construction	Special Items	Total
Estimated Cost	**$76,537,347.30**	**$840,000.00**	**$77,377,347.30**
FTF STATE FUNDS	**$13,400,000.00**	**$0.00**	**$13,400,000.00**
CRP FEDERAL FUNDS	**$1,205,842.41**	**$0.00**	**$1,205,842.41**
CRP STATE FUNDS	**$301,460.60**	**$0.00**	**$301,460.60**
SU MANDAN CITY FUNDS	**$2,568,162.00**	**$0.00**	**$2,568,162.00**
SU FEDERAL FUNDS	**$38,869,550.27**	**$679,812.00**	**$39,549,362.27**
SU STATE FUNDS	**$8,312,883.80**	**$160,188.00**	**$8,473,071.80**
CPU MANDAN CITY FUNDS	**$11,879,448.22**	**$0.00**	**$11,879,448.22**

NDDOT TO MAKE CONTRACTOR PAYMENTS.

CRP FEDERAL FUNDS CAPPED AT $1,205,842.41, CRP STATE FUNDS CAPPED AT $301,460.60.

FTF STATE FUNDS CAPPED AT $13,400,000. THERE IS AN ADDITIONAL $2,600,000 OF FLEX FUNDS SET ASIDE FOR WORK ASSOCIATED WITH THE SEPARATE LHWRD LIFT STATION PROJECT.

SU LOCAL MATCH CAPPED AT $2,568,162.

CPU SUBPROJECTS ARE 100 PERCENT CITY FUNDS.

THE PRELIMINARY ENGINEERING FOR THIS PROJECT IS PART OF SU-1-094(197)917, PCN 22005.

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 5

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-CPU-FTF-1-094(224)917

COUNTY & DATE MORTON (059) NOV 21, 2025 09:30AM

LENGTH & TYPE 1.470

BUS 94 (MEM HWY) - MAIN ST TO 32ND AVE

COMPLETION TIME 11/13/27 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 23278 BIDDER ENGINEERS ESTIMATE C.C. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND C.C. BOND RANK 01 BID PRICE	AMOUNT	BIDDER STRATA CORPORATION GRAND FORKS, ND C.C. BOND RANK 02 BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	150000.000	150000.00	147000.000	147000.00	253226.400	253226.40
103	ESCROW OF BID DOCUMENTATION	L SUM	1.000	5000.000	5000.00	3024.000	3024.00	1270.440	1270.44
107	RAILWAY PROTECTION INSURANCE	L SUM	1.000	3000.000	3000.00	2220.000	2220.00	36213.380	36213.38
107	RAILROAD COORDINATION	L SUM	1.000	3000.000	3000.00	39410.000	39410.00	34429.730	34429.73
107	RAILROAD FLAGGING	L SUM	1.000	128000.000	128000.00	22464.000	22464.00	103517.210	103517.21
107	CULTURAL RESOURCE CONSTRUCTION MONITORING	L SUM	1.000	250000.000	250000.00	273100.000	273100.00	689330.520	689330.52
107	CONTAMINATED SOIL MONITORING AND MITIGATION	DAY	5.000	5000.000	25000.00	2700.000	13500.00	10116.450	50582.25
107	USACE EMERGENCY ACTION PLAN	L SUM	1.000	10000.000	10000.00	371685.200	371685.20	875370.570	875370.57
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	25000.000	25000.00	15120.000	15120.00	16468.650	16468.65
109	E-TICKETING	L SUM	1.000	20000.000	20000.00	10200.000	10200.00	509.030	509.03
201	CLEARING & GRUBBING	ACRE	.400	50000.000	20000.00	100840.000	40336.00	57602.530	23041.01
201	REMOVAL OF TREES 10IN	EA	7.000	450.000	3150.00	910.000	6370.00	655.930	4591.51
202	REMOVE AGGREGATE BASE & SURFACING	TON	98967.000	20.000	1979340.00	15.300	1514195.10	9.170	907527.39
202	REMOVAL OF STRUCTURE-SITE 1	L SUM	1.000	40000.000	40000.00	15660.000	15660.00	17292.680	17292.68
202	REMOVAL OF STRUCTURE-SITE 2	L SUM	1.000	40000.000	40000.00	22950.000	22950.00	25342.730	25342.73
202	REMOVAL OF STRUCTURE-SITE 3	L SUM	1.000	20000.000	20000.00	7506.000	7506.00	8288.560	8288.56
202	REMOVAL OF CONCRETE	CY	288.000	650.000	187200.00	196.600	56620.80	294.180	84723.84
202	REMOVAL OF CURB & GUTTER	LF	6310.000	26.000	164060.00	10.100	63731.00	2.070	13061.70
202	REMOVAL OF BITUMINOUS SURFACING	SY	153.000	12.000	1836.00	16.200	2478.60	30.390	4649.67
202	REMOVE PRECAST CONCRETE BARRIER	LF	30.000	50.000	1500.00	33.000	990.00	240.190	7205.70
202	REMOVAL OF END SECTION-ALL TYPES & SIZES	EA	1.000	300.000	300.00	464.400	464.40	512.820	512.82
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	2636.000	50.000	131800.00	20.800	54828.80	36.970	97452.92
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	744.000	90.000	66960.00	64.800	48211.20	71.560	53240.64
202	REMOVAL OF MANHOLES	EA	3.000	2000.000	6000.00	1560.000	4680.00	1717.340	5152.02
202	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	CY	335.000	300.000	100500.00	675.000	226125.00	50.090	16780.15
202	REMOVAL OF CHAIN LINK FENCE	LF	705.000	43.000	30315.00	2.200	1551.00	2.350	1656.75
202	REMOVE EXISTING FENCE	LF	24.000	43.000	1032.00	4.300	103.20	4.710	113.04
202	ACP WATERMAIN REMOVAL	LF	2125.000	135.000	286875.00	130.700	277737.50	144.300	306637.50
202	DISPOSAL OF CONTAMINATED WATER	GAL	500.000	45.000	22500.00	16.200	8100.00	17.640	8820.00
203	COMMON EXCAVATION-TYPE A	CY	21239.000	28.000	594692.00	24.900	528851.10	19.680	417983.52
203	TOPSOIL	CY	8858.000	26.000	230308.00	33.700	298514.60	40.560	359280.48
203	COMMON EXCAVATION-WASTE	CY	48923.000	23.000	1125229.00	21.600	1056736.80	22.270	1089515.21
203	BORROW-EXCAVATION	CY	1500.000	35.000	52500.00	43.300	64950.00	26.400	39600.00
210	FLOWABLE FILL	CY	1692.000	480.000	812160.00	382.300	646851.60	422.180	714328.56
216	WATER	M GAL	1811.400	45.000	81513.00	50.700	91837.98	38.520	69775.13
251	SEEDING CLASS I	ACRE	9.000	2500.000	22500.00	950.000	8550.00	435.240	3917.16
251	SEEDING CLASS II	ACRE	.10	3000.000	30.00	5620.000	56.20	435.000	4.35
251	SEEDING CLASS III	ACRE	.860	3000.000	2580.00	3080.000	2648.80	435.240	374.31
251	TEMPORARY COVER CROP	ACRE	9.870	300.000	2961.00	540.000	5329.80	376.430	3715.36
253	HYDRAULIC MULCH	ACRE	19.740	3000.000	59220.00	2349.000	46369.26	3587.810	70823.37
255	ECB TYPE 1	SY	4149.000	5.000	20745.00	4.200	17425.80	4.120	17093.88
256	RIPRAP GRADE II	CY	41.000	110.000	4510.00	180.400	7396.40	199.160	8165.56
261	FIBER ROLLS 12IN	LF	9197.000	3.500	32189.50	4.700	43225.90	4.120	37891.64
261	REMOVE FIBER ROLLS 12IN	LF	5009.000	.750	3756.75	.500	2504.50	1.040	5209.36
262	FLOTATION SILT CURTAIN	LF	140.000	5.000	700.00	23.800	3332.00	25.880	3623.20
262	REMOVE FLOTATION SILT CURTAIN	LF	140.000	2.000	280.00	4.300	602.00	7.060	988.40
302	AGGREGATE BASE COURSE CL 5	TON	65760.000	38.000	2498880.00	47.800	3143328.00	39.040	2567270.40

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:

1

AWARD TO: NORTHERN IMPROVEMENT COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 5

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-CPU-FTF-1-094(224)917

COUNTY & DATE MORTON (059) NOV 21, 2025 09:30AM

LENGTH & TYPE 1.470

BUS 94 (MEM HWY) - MAIN ST TO 32ND AVE

COMPLETION TIME 11/13/27 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR

NO. 23278

				BIDDER ENGINEERS ESTIMATE		BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND		BIDDER STRATA CORPORATION GRAND FORKS, ND	
				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
302	SALVAGED BITUMINOUS PAVEMENT	TON	51.000	20.000	1020.00	58.400	2978.40	91.170	4649.67
302	TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	3058.000	95.000	290510.00	60.400	184703.20	61.170	187057.86
302	AGGREGATE SURFACE COURSE	TON	973.000	30.000	29190.00	58.800	57212.40	54.100	52639.30
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	12027.000	150.000	1804050.00	96.800	1164213.60	130.020	1563750.54
550	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	57208.000	140.000	8009120.00	127.200	7276857.60	116.530	6666448.24
602	SINGLE SLOPE BARRIER	LF	262.000	500.000	131000.00	1060.000	277720.00	492.210	128959.02
702	MOBILIZATION	L SUM	1.000	6000000.000	6000000.00	6350500.000	6350500.00	8085000.000	8085000.00
704	FLAGGING	MHR	2600.000	66.000	171600.00	77.800	202280.00	68.320	177632.00
704	TRAFFIC CONTROL SIGNS	UNIT	3205.000	2.500	8012.50	2.200	7051.00	2.350	7531.75
704	ATTENUATION DEVICE SPECIAL	EA	23.000	4000.000	92000.00	4320.000	99360.00	4705.330	108222.59
704	TYPE III BARRICADE	EA	179.000	110.000	19690.00	108.000	19332.00	117.630	21055.77
704	SIDEWALK BARRICADE	EA	45.000	55.000	2475.00	70.200	3159.00	76.460	3440.70
704	PEDESTRIAN WALKWAY	LF	1453.000	4.500	6538.50	13.000	18889.00	14.120	20516.36
704	DELINEATOR DRUMS	EA	492.000	25.000	12300.00	22.700	11168.40	24.700	12152.40
704	TUBULAR MARKERS	EA	290.000	10.000	2900.00	6.500	1885.00	7.060	2047.40
704	STACKABLE VERTICAL PANELS	EA	204.000	35.000	7140.00	23.800	4855.20	25.880	5279.52
704	SEQUENCING ARROW PANEL-TYPE C	EA	4.000	1750.000	7000.00	1080.000	4320.00	1176.330	4705.32
704	OBLITERATION OF PAVEMENT MARKING	SF	762.000	2.000	1524.00	6.400	4876.80	4.710	3589.02
704	TEMPORARY CURB RAMP	EA	4.000	550.000	2200.00	648.000	2592.00	705.800	2823.20
704	STATE FURNISHED MEDIAN BARRIER	LF	5510.000	100.000	551000.00	103.400	569734.00	82.840	456448.40
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4.000	10000.000	40000.00	10800.000	43200.00	11763.320	47053.28
706	FIELD OFFICE	EA	1.000	35000.000	35000.00	61010.000	61010.00	112339.470	112339.47
706	AGGREGATE LABORATORY	EA	1.000	17500.000	17500.00	47840.000	47840.00	58051.980	58051.98
708	INLET PROTECTION-SPECIAL	EA	130.000	250.000	32500.00	351.000	45630.00	117.630	15291.90
708	REMOVE INLET PROTECTION-SPECIAL	EA	130.000	30.000	3900.00	54.000	7020.00	35.290	4587.70
709	GEOSYNTHETIC MATERIAL TYPE G	SY	120970.000	2.650	320570.50	1.600	193552.00	1.720	208068.40
710	TEMPORARY BYPASS SEWER SYSTEM	EA	3.000	100000.000	300000.00	79542.000	238626.00	87834.910	263504.73
714	PIPE CONC REINF 18IN CL V	LF	75.000	225.000	16875.00	216.000	16200.00	273.700	20527.50
714	PIPE CONC REINF 24IN CL V	LF	66.000	275.000	18150.00	264.600	17463.60	327.360	21605.76
714	PIPE CONC REINF 36IN CL V	LF	146.000	400.000	58400.00	445.000	64970.00	526.530	76873.38
714	STORM SEWER JOINT TESTING	EA	1.000	175000.000	175000.00	113400.000	113400.00	125258.060	125258.06
714	END SECT-CONC REINF 30IN	EA	1.000	3675.000	3675.00	3088.800	3088.80	3446.010	3446.01
714	END SECT-CONC REINF 36IN	EA	1.000	4250.000	4250.00	3618.000	3618.00	4030.380	4030.38
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	3986.000	190.000	757340.00	227.900	908409.40	286.810	1143224.66
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	1650.000	200.000	330000.00	243.000	400950.00	303.510	500791.50
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	401.000	240.000	96240.00	229.000	91829.00	288.010	115492.01
714	PIPE CONDUIT 36IN-STORM DRAIN	LF	734.000	360.000	264240.00	354.200	259982.80	426.350	312940.90
714	PIPE CONDUIT 42IN-STORM DRAIN	LF	293.000	430.000	125990.00	388.800	113918.40	464.510	136101.43
714	PIPE CONDUIT 48IN-STORM DRAIN	LF	158.000	490.000	77420.00	513.000	81054.00	601.660	95062.28
714	PIPE CONDUIT 54IN-STORM DRAIN	LF	1246.000	580.000	722680.00	535.700	667482.20	626.700	780868.20
714	PIPE CONDUIT 60IN-STORM DRAIN	LF	3283.000	725.000	2380175.00	739.800	2428763.40	852.110	2797477.13
714	PIPE CONDUIT 72IN	LF	1054.000	1000.000	1054000.00	1846.800	1946527.20	2074.520	2186544.08
714	PIPE CONDUIT 72IN-JACKED OR BORED	LF	133.000	900.000	119700.00	1026.000	136458.00	2068.400	275097.20
714	PIPE CONDUIT TEE 36IN X 15IN - STORM DRAIN	EA	1.000	4000.000	4000.00	3596.400	3596.40	4006.530	4006.53
714	PIPE CONDUIT ARCH 44IN X 27IN	LF	1040.000	400.000	416000.00	453.600	471744.00	536.070	557512.80
714	PIPE CONDUIT ARCH 51IN X 31IN	LF	332.000	460.000	152720.00	486.000	161352.00	571.850	189854.20
714	PIPE CONDUIT ARCH 58IN X 36IN	LF	638.000	520.000	331760.00	561.600	358300.80	655.330	418100.54

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:

2

AWARD TO: NORTHERN IMPROVEMENT COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 5

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-CPU-FTF-1-094(224)917

COUNTY & DATE MORTON (059) NOV 21, 2025 09:30AM

LENGTH & TYPE 1.470

BUS 94 (MEM HWY) - MAIN ST TO 32ND AVE

COMPLETION TIME 11/13/27 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR

NO. 23278

				BIDDER ENGINEERS ESTIMATE		BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND		BIDDER STRATA CORPORATION GRAND FORKS, ND	
				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
714	PIPE CONDUIT ARCH 65IN X 40IN	LF	213.000	625.000	133125.00	677.200	144243.60	782.940	166766.22
714	CASING PIPE 12IN	LF	12.000	1600.000	19200.00	1306.800	15681.60	1478.220	17738.64
714	CASING PIPE 84IN	LF	133.000	9250.000	1230250.00	14472.000	1924776.00	23218.030	3087997.99
714	ADJUST 6IN SEWER CLEANOUT	EA	2.000	900.000	1800.00	3537.000	7074.00	3940.930	7881.86
714	REMOVE & RELAY PIPE-ALL TYPES & SIZES	LF	32.000	295.000	9440.00	447.100	14307.20	528.910	16925.12
714	UNDERDRAIN CLEANOUT RISER	EA	63.000	1100.000	69300.00	1258.200	79266.60	1370.430	86337.09
714	UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	16370.000	23.000	376510.00	10.300	168611.00	11.180	183016.60
720	RIGHT OF WAY MARKERS	EA	24.000	200.000	4800.00	151.200	3628.80	164.690	3952.56
720	ALIGNMENT MONUMENTS	EA	12.000	225.000	2700.00	113.400	1360.80	176.450	2117.40
720	IRON PIN R/W MONUMENTS	EA	17.000	80.000	1360.00	113.400	1927.80	117.630	1999.71
720	IRON PIN REFERENCE MONUMENTS	EA	7.000	80.000	560.00	108.000	756.00	117.630	823.41
722	MANHOLE 48IN	EA	2.000	6750.000	13500.00	6885.000	13770.00	7131.130	14262.26
722	MANHOLE 60IN	EA	4.000	8500.000	34000.00	9228.600	36914.40	9719.080	38876.32
722	MANHOLE 72IN	EA	6.000	11000.000	66000.00	13419.000	80514.00	14346.360	86078.16
722	MANHOLE 84IN	EA	7.000	16000.000	112000.00	14067.000	98469.00	15061.920	105433.44
722	MANHOLE 96IN	EA	23.000	19000.000	437000.00	16335.000	375705.00	17566.380	404026.74
722	MANHOLE 108IN	EA	2.000	23000.000	46000.00	22944.600	45889.20	24865.080	49730.16
722	MANHOLE 120IN	EA	5.000	25000.000	125000.00	26703.000	133515.00	29015.330	145076.65
722	MANHOLE SANITARY	EA	41.000	10500.000	430500.00	11961.000	490401.00	12736.350	522190.35
722	MANHOLE RISER 48IN	LF	11.000	750.000	8250.00	329.400	3623.40	398.920	4388.12
722	MANHOLE RISER 60IN	LF	22.000	1100.000	24200.00	518.400	11404.80	607.620	13367.64
722	MANHOLE RISER 72IN	LF	36.000	1400.000	50400.00	691.200	24883.20	798.440	28743.84
722	MANHOLE RISER 84IN	LF	36.000	1700.000	61200.00	1188.000	42768.00	1347.030	48493.08
722	MANHOLE RISER 96IN	LF	163.000	2000.000	326000.00	1436.400	234133.20	1621.330	264276.79
722	MANHOLE RISER 108IN	LF	11.000	2300.000	25300.00	2019.600	22215.60	2265.340	24918.74
722	MANHOLE RISER 120IN	LF	59.000	3000.000	177000.00	2241.000	132219.00	2509.820	148079.38
722	MANHOLE SPECIAL	EA	1.000	65000.000	65000.00	33372.000	33372.00	36886.480	36886.48
722	MANHOLE DROP	EA	2.000	16000.000	32000.00	37260.000	74520.00	41179.830	82359.66
722	INLET-TYPE 2	EA	69.000	6000.000	414000.00	5583.600	385268.40	6200.910	427862.79
722	INLET-TYPE 2 DOUBLE	EA	56.000	9500.000	532000.00	8451.000	473256.00	9367.260	524566.56
722	INLET SPECIAL CATCH BASIN 6IN BEEHIVE 48IN	EA	2.000	5000.000	10000.00	6750.000	13500.00	7488.910	14977.82
722	INLET SPECIAL CATCH BASIN 9IN BEEHIVE 48IN	EA	1.000	5500.000	5500.00	6404.400	6404.40	7107.280	7107.28
722	INLET SPECIAL-TYPE 2 72IN	EA	1.000	13000.000	13000.00	10908.000	10908.00	12080.420	12080.42
722	INLET SPECIAL MOUNTABLE-TYPE B 60IN	EA	1.000	11000.000	11000.00	10044.000	10044.00	11126.350	11126.35
722	INLET CATCH BASIN 6IN BEEHIVE	EA	16.000	5500.000	88000.00	4768.200	76291.20	5265.320	84245.12
722	INLET CATCH BASIN 9IN BEEHIVE	EA	6.000	5500.000	33000.00	4887.000	29322.00	5396.510	32379.06
722	INLET MOUNTABLE CURB-TYPE B	EA	2.000	8800.000	17600.00	5238.000	10476.00	5784.110	11568.22
722	ADJUST INLET	EA	2.000	2100.000	4200.00	3780.000	7560.00	4414.860	8829.72
724	FITTINGS-DUCTILE IRON	LBS	23838.000	40.000	953520.00	28.600	681766.80	31.600	753280.80
724	REMOVE GATE VALVE & BOX	EA	20.000	1750.000	35000.00	540.000	10800.00	596.300	11926.00
724	GATE VALVE & BOX 6IN	EA	45.000	4100.000	184500.00	4233.600	190512.00	4674.990	210374.55
724	GATE VALVE & BOX 8IN	EA	31.000	4600.000	142600.00	5400.000	167400.00	5962.990	184852.69
724	GATE VALVE & BOX 12IN	EA	3.000	9300.000	27900.00	9115.200	27345.60	10065.540	30196.62
724	GATE VALVE & BOX 16IN	EA	16.000	23000.000	368000.00	22928.400	366854.40	25318.880	405102.08
724	8IN HYDRANT	EA	27.000	10000.000	270000.00	11232.000	303264.00	12403.030	334881.81
724	REMOVE HYDRANT	EA	14.000	1750.000	24500.00	540.000	7560.00	596.300	8348.20
724	WATER SERVICE LINE 1 1/2IN	LF	506.000	85.000	43010.00	199.800	101098.80	220.630	111638.78

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

3

AWARD TO: NORTHERN IMPROVEMENT COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 5

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-CPU-FTF-1-094(224)917

COUNTY & DATE MORTON (059) NOV 21, 2025 09:30AM

LENGTH & TYPE 1.470

BUS 94 (MEM HWY) - MAIN ST TO 32ND AVE

COMPLETION TIME 11/13/27 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR

NO. 23278

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BIDDER ENGINEERS ESTIMATE BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND BID PRICE	AMOUNT	BIDDER STRATA CORPORATION GRAND FORKS, ND BID PRICE	AMOUNT
				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
724	WATER SERVICE LINE 2IN	LF	6000	90000	540000	124200	74520	137149	82289
724	TEMPORARY WATER SERVICE	L SUM	1000	1300000000	1300000000	1134000000	1134000	1252228870	1252228
724	WATERMAIN 6IN PVC	LF	2207000	110000	2427700	15880	350471	17531	3869091
724	WATERMAIN 8IN PVC	LF	1428000	120000	1713600	14470	206631	15981	2282086
724	WATERMAIN 12IN PVC	LF	480000	170000	81600	18360	88128	20274	97315
724	WATERMAIN 16IN PVC	LF	6582000	205000	1349310	19980	1315083	22063	1452186
724	12IN WATERMAIN	LF	125000	320000	40000	29700	37125	32796	40995
724	WATERMAIN 16IN	LF	717000	435000	311895	30780	220692	33989	243701
724	CURB STOP & BOX 1 1/2IN	EA	48000	1300000	62400	28080	134784	31076	1488364
724	CURB STOP & BOX 2IN	EA	1000	1700000	1700	28080	2808	31075	3100
724	CONNECTION TO EXISTING MAIN	EA	11000	20000000	220000	73440	80784	81967	89206
724	WATER SERVICE CONNECTION 1 1/2IN	EA	48000	1300000	62400	15660	75168	17292	83004
724	WATER SERVICE CONNECTION 2IN	EA	1000	2150000	2150	27000	2700	29815	2981
724	WATER LINE CONNECTION 6IN	EA	1000	4800000	4800	50760	5076	56052	5605
724	WATER LINE CONNECTION 8IN	EA	6000	5000000	30000	64800	38880	71559	42933
724	WATER LINE CONNECTION 12IN	EA	5000	8000000	40000	86400	43200	95407	47703
724	UNDERGROUND IRRIGATION SYSTEM	L SUM	1000	75000000	75000	64800000	64800	101370	10137
724	8IN SANITARY SEWER PIPE	LF	1054000	140000	147560	14470	152513	15981	168439
724	12IN SANITARY SEWER PIPE	LF	4515000	155000	699825	17930	809539	19797	893834
724	RECONNECT TO EXISTING SANITARY SEWER SERVICE	EA	11000	20000000	220000	16200	17820	17889	19677
724	SANITARY SEWER SERVICE CONNECTION	EA	12000	5000000	60000	14796	17755	16338	19606
724	PIPE PVC 6IN SEWER	LF	251000	125000	31375	14040	35240	15504	38915
724	REMOVE GATE VALVE BOX	EA	13000	1100000	14300	40500	5265	44722	5813
724	FORCEMAIN 6IN	LF	247000	225000	55575	13500	33345	14907	36820
724	FORCEMAIN 16IN	LF	76000	340000	25840	44280	33652	48897	37161
744	INSULATION BOARD	CF	853000	60000	51180	2810	23969	3101	2645
748	CURB & GUTTER MOUNTABLE-TYPE I	LF	61000	65000	3965	5140	3135	7582	4625
748	CURB & GUTTER-TYPE I	LF	24268000	50000	1213400	4180	1014402	3443	83554
748	VALLEY GUTTER 36IN	LF	10000	100000	1000	8060	806	19037	1903
750	IMPRINTED CONCRETE	SY	830000	90000	74700	9180	76194	8466	70267
750	PIGMENTED IMPRINTED CONCRETE	SY	5655000	300000	1696500	29700	1679535	11536	65236
750	SIDEWALK CONCRETE 4IN	SY	8143000	85000	692155	8530	694597	7044	57359
750	SIDEWALK CONCRETE 6IN	SY	317000	100000	31700	9180	29100	13637	4322
750	CONCRETE MEDIAN NOSE PAVING	SY	52000	265000	13780	23910	12433	22468	1168
750	DRIVEWAY CONCRETE 8IN	SY	5457000	120000	654840	11340	618823	9939	54237
750	DETECTABLE WARNING PANELS	SF	404000	75000	30300	8640	34905	5676	2293
752	FENCE CHAIN LINK	LF	377000	55000	20735	1940	7313	2117	798
752	FENCE CHAIN LINK WITH BARBED WIRE	LF	308000	85000	26180	2380	7330	2588	797
752	ORNAMENTAL FENCE	LF	2740000	60000	164400	4090	112066	4458	12214
752	TEMPORARY FENCE	LF	561000	50000	28050	1090	6114	1188	666
752	TEMPORARY SAFETY FENCE	LF	2189000	3000	6567	220	4815	1188	2600
752	RESET VEHICLE GATE	EA	2000	1500000	3000	33480	669	36467	729
752	CORNER ASSEMBLY CHAIN LINK	EA	1000	700000	700	48600	486	56464	564
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	346000	30000	10380	3780	13078	4117	1424
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	429000	30000	12870	3240	13899	3529	1513
754	DELINEATORS-TYPE D	EA	23000	85000	1955	13500	3105	14704	338
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	1387000	20000	27740	2160	29959	2353	3263

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:
4

AWARD TO: NORTHERN IMPROVEMENT COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 5

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-CPU-FTF-1-094(224)917

NO. 23278

COUNTY & DATE MORTON (059) NOV 21, 2025 09:30AM

LENGTH & TYPE 1.470

BUS 94 (MEM HWY) - MAIN ST TO 32ND AVE

COMPLETION TIME 11/13/27 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR

				BIDDER ENGINEERS ESTIMATE		BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND		BIDDER STRATA CORPORATION GRAND FORKS, ND	
				C.C. CHECK	RANK 00	C.C. BOND	RANK 01	C.C. BOND	RANK 02
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
754	REFERENCE MARKER-TYPE C	EA	2.000	225.000	450.00	324.000	648.00	352.900	705.80
754	RESET SIGN PANEL	EA	6.000	80.000	480.00	135.000	810.00	147.040	882.24
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	1140.000	10.000	11400.00	1.400	1596.00	1.470	1675.80
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	2803.000	12.000	33636.00	3.200	8969.60	3.530	9894.59
762	EPOXY PVMT MK 12IN LINE-GROOVED	LF	3275.000	14.000	45850.00	4.300	14082.50	4.710	15425.25
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	480.000	30.000	14400.00	27.000	12960.00	29.410	14116.80
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	940.000	15.000	14100.00	21.600	20304.00	23.530	22118.20
762	SHORT TERM 4IN LINE-TYPE R	LF	210800.000	2.000	421600.00	1.100	231880.00	1.180	248744.00
762	SHORT TERM MESSAGE-TYPE R	SF	2265.000	25.000	56625.00	21.600	48924.00	23.530	53295.45
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	2743.000	7.000	19201.00	6.500	17829.50	7.060	19365.58
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	16626.000	11.000	182886.00	9.500	157947.00	10.290	171081.54
764	REMOVE W-BEAM GUARDRAIL & POSTS	LF	39.000	10.000	390.00	25.900	1010.10	28.230	1100.97
766	MAILBOX-ALL TYPES	EA	1.000	1000.000	1000.00	432.000	432.00	470.530	470.53
770	LIGHTING SYSTEM	EA	1.000	550000.000	550000.00	831600.000	831600.00	905775.600	905775.60
770	REMOVE LIGHTING SYSTEM	EA	1.000	55000.000	55000.00	97200.000	97200.00	105869.880	105869.88
772	TRAFFIC SIGNALS SYSTEM	EA	2.000	500000.000	1000000.00	399600.000	799200.00	435242.820	870485.64
772	INTERIM TRAFFIC SIGNALS	EA	1.000	150000.000	150000.00	32400.000	32400.00	35289.960	35289.96
772	IT SYSTEM	EA	1.000	250000.000	250000.00	259200.000	259200.00	282319.670	282319.67
806	GROUT	CF	1500.000	50.000	75000.00	65.900	98850.00	72.750	109125.00
900	SETTLEMENT PLATE	EA	2.000	3000.000	6000.00	8758.800	17517.60	13116.100	26232.20
910	VIDEO INSPECTION - UNDERGROUND PIPE	EA	1.000	10000.000	10000.00	5400.000	5400.00	5962.990	5962.99
910	CONTROLLED DENSITY BACKFILL	CY	194.000	480.000	93120.00	432.000	83808.00	477.040	92545.76
920	LIFT STATION-SITE 1	EA	1.000	1250000.000	1250000.00	599400.000	599400.00	671248.380	671248.38
920	LIFT STATION-SITE 2	EA	1.000	1250000.000	1250000.00	637200.000	637200.00	712989.340	712989.34
920	LIFT STATION-SITE 3	EA	1.000	770000.000	770000.00	881250.000	881250.00	849568.870	849568.87
920	LIFT STATION PUMP LEASE	MO	24.000	420.000	10080.00	108.000	2592.00	646.983	15527.592
920	GATE WELL	L SUM	1.000	350000.000	350000.00	3650400.000	3650400.00	4007762.950	4007762.95
920	HEALTH AND SAFETY PLAN	L SUM	1.000	100000.000	100000.00	43200.000	43200.00	147212.260	147212.26
930	DEWATERING	L SUM	1.000	1300000.000	1300000.00	4455000.000	4455000.00	5096737.120	5096737.12
930	DEWATERING - SITE 1	L SUM	1.000	500000.000	500000.00	410270.000	410270.00	487331.980	487331.98
930	DEWATERING - SITE 2	L SUM	1.000	300000.000	300000.00	3511800.000	3511800.00	5671905.450	5671905.45
930	HEADWALL	L SUM	1.000	300000.000	300000.00	691200.000	691200.00	418774.170	418774.17
930	SLIDE GATE	EA	2.000	625000.000	1250000.00	151200.000	302400.00	147041.500	294083.00
930	INSTRUMENTATION-DATA LOGGING EQUIPMENT	L SUM	1.000	35000.000	35000.00	861664.000	861664.00	329372.950	329372.95
930	SHORING	EA	1.000	2000000.000	2000000.00	13500.000	13500.00	381923.060	381923.06
970	REPLANT TREES	EA	3.000	1200.000	3600.00	1620.000	4860.00	1470.410	4411.23
970	AMERICAN LINDEN	EA	7.000	550.000	3850.00	1188.000	8316.00	1117.520	7822.64
	TOTAL				63764367.75		69579406.64		76437206.24
						NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

5

AWARD TO: NORTHERN IMPROVEMENT COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

Docusign Envelope ID: C14E003A-AC38-4D01-9B81-1D0D9ADBDB44

MEMO TO: Ronald J. Henke, P.E.
Director

FROM: Wayne A. Zacher, P.E.

DATE: 10/10/2025

SUBJECT: 38251255: SU-CPU-FTF-1-094(224)917 (PCN 23278) - CPM Agreement

This is the Cost Participation and Maintenance Agreement between NDDOT and the city of Mandan for the reconstruction of Memorial Highway from E Main Street to 32nd Avenue SE. The project includes PCC Pavement, Grading, Storm Sewer, Shared Use Path, Sidewalk, Lighting, Signals, Watermain, Sanitary Sewer, etc.

Please contact me at 701-328-4828 if there are any questions on this agreement.

38/waz

DocuSign Workflow:
Stacey Hanson, LGD Review
Derek Pfeifer, LGD Signature
Nicole Lagasse, Finance
Jarek Wigness, City Engineer
City Attorney
City Auditor
Mayor or President of Commission
Wayne Zacher, LGD 2nd Review
Clint Morgenstern, Legal
Chad Orn, DDP

NDDOT Contract No. 38251255

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205 | Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program | Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Zacher, Wayne A. | Telephone: 701-328-4828

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

Project No.SU-CPU-FTF-1-094(224)917 **PCN**: **23278**
Location: MEM HWY-MAIN ST TO W 32ND AVE
Type of Improvement: Reconstruction, Median, Drainage, Shared Use Path, Lighting, Landscaping, Signage, Signals, Sidewalk, Sanitary Sewer, Storm Sewer, & Watermain
Point of Beginning: RP 917.897 (Sta 899+87.04)
Point of Ending: RP 919.370 (Sta 977+68.28)

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

The NDDOT

a. Will provide federal and state funds at 100 percent of the total actual cost of preliminary engineering, right of way and utility relocations; and
b. Will provide federal funds for mainline and the urban side streets at 80.93 percent of the total actual cost of construction and construction engineering which are determined eligible for funding participation; and
c. Will provide state funds for mainline at 9.07 percent as match to the federal funds for construction and construction engineering; and
d. May supplement, pending availability, the federal and state funds with state flexible transportation funding, if needed. An estimate is shown on the attached Funding Split Table and will be updated throughout the project with the Contract Detail Estimate and Final Voucher.

The LPA

a. Will provide local funds for construction and construction engineering at 10 percent to match the federal funds for mainline. The LPA will also provide local funds for construction and construction engineering at 19.07 percent as match to federal funds for Urban Roads side streets. Local matching funds will be capped at $2,568,162; and
b. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as

requested by the LPA and determined to be non-participating or ineligible for federal aid.

Additional Funding Clause:
Funding splits for the contributing queue project drainage will be 64.54 percent federal funds, 7.23 percent state funds, 28.23 percent local funds. The capped amount above applies to these funding splits.

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.

2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is $72,855,910, with the LPA's estimated share being $15,816,990.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed, the LPA agrees to:

1. Control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Not change any speed limit signs as shown on the plans without prior approval of NDDOT.

3. Prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.

4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will

be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

6. The LPA and NDDOT agree that post construction the Memorial Highway corridor from Main Street to 46th Avenue SE will be removed from the State highway system. This removal will redesignate I-94 Business to a local roadway. The LPA will accept the roadway transition from the State highway to local road and assume full ownership when the designation process is complete. The LPA will have the ability to add this roadway to their Urban Roads system as part of the transition process.

PART III

Maintenance

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

LPA agrees to the following maintenance items in addition to the above:
The LPA will maintain the drainage system and roadway surface, including the levee outlet, as detailed in the project Urban Storm Drain Drainage System Report.

PART IV

General:

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

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.

4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.

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

APPROVED:

LPA ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

Derek Pfeifer

DIVISION DIRECTOR(TYPE OR PRINT)

Derek Pfeifer SH

SIGNATURE

11/06/25

DATE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 11-24; C.M. 11/05/2025

Project SU-CPU-FTF-1-094(224)917

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

_____

_____

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

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 1-23; C.M. 11/05/2025

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: State – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25

NDDOT
North Dakota
Department of Transportation

Funding Split for Mandan Memorial Highway West Half
Project: SU-CPU-FTF-1-094(224)917, PCN 23278

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds	State Funds	Flexible Transportation Funds	Local Funds	Total
Preliminary Engineering[1]	$ 7,049,539		$ 7,049,539	$ 5,705,192	$ 1,344,347	$ -	$ -	$ 7,049,539
Right of way - PCN 23278	$ 840,000		$ 840,000	$ 679,812	$ 160,188	$ -	$ -	$ 840,000
Subtotals =	**$ 7,889,539**		**$ 7,889,539**	**$ 6,385,004**	**$ 1,504,535**	**$ -**	**$ -**	**$ 7,889,539**

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds	State Funds	Flexible Transportation Funds	Local Funds[2]	Total
Construction Cost - Mainline	$ 41,989,697	$ 4,198,970	$ 46,188,667	$ 26,507,323	$ 6,246,073	$ 13,400,000	$ 35,272	$ 46,188,667
Construction Cost - Side Streets	$ 638,077	$ 63,808	$ 701,884	$ 568,035	$ -	$ -	$ 133,849	$ 701,884
Construction Cost - 100% City	$ 925,883	$ 92,588	$ 1,018,471	$ -	$ -	$ -	$ 1,018,471	$ 1,018,471
Construction Cost - Drainage	$ 8,156,669	$ 815,667	$ 8,972,336	$ 5,790,746	$ 648,700	$ -	$ 2,532,890	$ 8,972,336
Construction Cost - City Utilities	$ 10,996,825	$ 1,099,683	$ 12,096,508	$ -	$ -	$ -	$ 12,096,508	$ 12,096,508
Construction Cost - CRP	$ 2,259,221	$ 225,922	$ 2,485,143	$ 1,997,208	$ 487,935	$ -	$ -	$ 2,485,143
Subtotals =	**$ 64,966,371**	**$ 6,496,637**	**$ 71,463,008**	**$ 34,863,311**	**$ 7,382,707**	**$ 13,400,000**	**$ 15,816,990**	**$ 71,463,008**
GRAND TOTAL =	***$ 72,855,910***	***$ 6,496,637***	***$ 79,352,547***	***$ 41,248,315***	***$ 8,887,242***	***$ 13,400,000***	***$ 15,816,990***	***$ 79,352,547***

Local Government Division: October 10, 2025

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

1 - PE estimate is cummulative for the entire Memorial Highway corridor

2 - Local funds as match to federal funds for construction on Mainline, Urban Side Streets and Drainage are capped at $2,568,162

Docusign Envelope ID: C14E003A-AC38-4D01-9B81-1D0D9ADBDB44

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	SU-CPU-FTF-1-094(224)917	23278	1	1

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SU-CPU-FTF-1-094(224)917

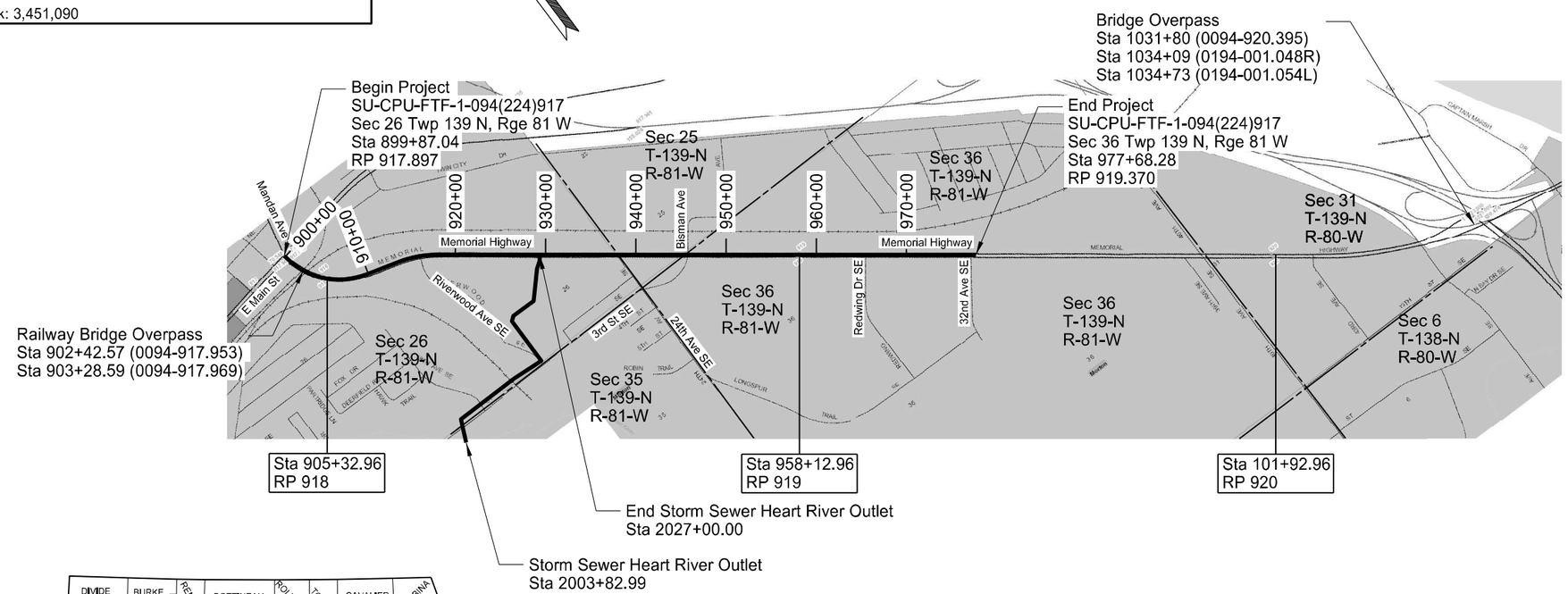
Morton County
Business 94 (Memorial Highway)
E Main Street to 32nd Avenue SE
Reconstruction, Median, Drainage, Shared Use Path, Lighting, Landscaping, Signage, Signals, Sidewalk, Sanitary Sewer, Storm Sewer, & Watermain

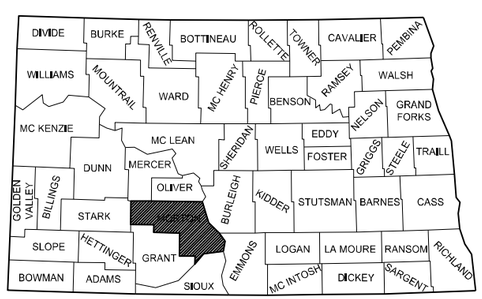
DESIGN DATA - RP 917.902 to 918.780				
Traffic	Average Daily			
Current 2023	Pass: 8,065	Trucks: 225	Total: 8,290	
Forecast 2043	Pass: 10,890	Trucks: 340	Total: 11,230	
Clear Zone Distance: 14'		Design Speed: 40 MPH		
Minimum Sight Dist. for Stopping: 305'		Bridges: N/A		
Limited Access Control				
Pavement Design Life 30 (years)				
Design Accumulated One-way Heavy Truck: 3,451,090				

DESIGN DATA - RP 918.780 to 920.320				
Traffic	Average Daily			
Current 2023	Pass: 16,825	Trucks: 370	Total: 17,195	
Forecast 2043	Pass: 21,710	Trucks: 560	Total: 22,270	
Clear Zone Distance: 14'		Design Speed: 40 MPH		
Minimum Sight Dist. for Stopping: 305'		Bridges: N/A		
Limited Access Control				
Pavement Design Life 30 (years)				
Design Accumulated One-way Heavy Truck: 3,451,090				

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	07/01/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
SU-CPU-FTF-1-094(224)917	1.47	1.47





STATE COUNTY MAP

DESIGNER	Daniel Joseph Bergerson, PE
DESIGNER	John Michael Erickson, PE
DESIGNER	Jasper Klein, PE
DESIGNER	Moamer Maslesa, PE
DESIGNER	Etta J Arrigoni, EI
DESIGNER	Raphael J Schill, EI
DESIGNER	Christopher Michael Bobzien, PE
DESIGNER	Sarah B Peterson
DESIGNER	Derek VanLuik
DESIGNER	Ron Ceroll
DESIGNER	Karl Hector

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling
Jon Ketterling 10/10/25

HDR Engineering, Inc.

REGISTERED PROFESSIONAL ENGINEER
CRAIG MIZERA
PE-7475
DATE
10/10/25
NORTH DAKOTA

Memorial Highway West Bid Results	Total	Percent Over
Engineer's Estimate	$ 63,764,367.75	
Northern Improvement	$ 69,579,406.64	9.1%

High Items	Total Over	Percent Over
GATE WELL	$ 3,300,400.00	943.0%
DEWATERING - SITE 2	$ 3,211,800.00	1070.6%
DEWATERING	$ 3,155,000.00	242.7%
PIPE CONDUIT 72IN	$ 892,527.20	84.7%
INSTRUMENTATION-DATA LOGGING EQUIPMENT	$ 826,664.00	2361.9%

Low Items	Total Under	Percent Under
SHORING	$ (1,986,500.00)	-99.3%
SLIDE GATE	$ (947,600.00)	-75.8%
9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	$ (732,262.40)	-9.1%
LIFT STATION-SITE 1	$ (650,600.00)	-52.0%
COMMERCIAL GRADE HOT MIX ASPHALT	$ (639,836.40)	-35.5%

"Outside" Funding			
	2024 Estimate	Current Estimate	Percent Over
ARPA	$ 3,000,000.00	$ 3,000,000.00	
SWC	$ 6,468,569.80	$ 8,619,024.37	33.2%
City Wide Assessment	$ 4,000,000.00	$ 4,000,000.00	
Total	**$ 13,468,569.80**	**$ 15,619,024.37**	**16.0%**

Local Costs			
	2024 Estimate	Current Estimate	Percent Change
Sanitary	$ 6,640,208.11	$ 6,093,027.52	-8.2%
Water	$ 10,780,949.66	$ 14,365,040.62	33.2%
Street/Storm	$ 9,744,619.08	$ 9,308,819.33	-4.5%
Total:	**$ 27,165,776.85**	**$ 29,766,887.47**	**9.6%**

Tiered Assements			
	2024 Estimate	Current Estimate	Percent Change
Sanitary	$ 3,640,208.11	$ 3,093,027.52	-15.0%
Water	$ 4,312,379.86	$ 5,746,016.25	33.2%
Street/Storm	$ 5,744,619.08	$ 5,308,819.33	-7.6%
Total:	**$ 13,697,207.05**	**$ 14,147,863.10**	**3.3%**

Sample Properties 2024 Estimates						
Roadway Tier	Roadway Assessment	Water Category	Water Assessment	Sanitary Category	Sanitary Assessment	Total Assessment
2	$ 19,332.23	Distribution Enhancements	$ 11,879.83	Downstream Improven	$ 4,055.19	$ 35,267.25
1	$ 30,866.48	Service and Main	$ 23,759.67	Service and Main	$ 40,551.89	$ 95,178.04
1	$ 47,586.58	Service and Main	$ 23,759.67	Service and Main	$ 40,551.89	$ 111,898.14
1	$ 17,895.84	Service and Main	$ 23,759.67	Service and Main	$ 40,551.89	$ 82,207.40
2	$ 19,332.23	Distribution Enhancements	$ 11,879.83	Separate Service Area/	$ -	$ 31,212.06

Sample Properties Current Estimates							
Roadway Tier	Roadway Assessment	Water Category	Water Assessment	Sanitary Category	Sanitary Assessment	Total Assessment	Percent Change
2	$ 17,865.64	Distribution Enhancements	$ 15,829.25	Downstream Improven	$ 3,445.63	$ 37,140.52	5.3%
1	$ 28,524.88	Service and Main	$ 31,658.49	Service and Main	$ 34,456.30	$ 94,639.67	-0.6%
1	$ 43,976.55	Service and Main	$ 31,658.49	Service and Main	$ 34,456.30	$ 110,091.35	-1.6%
1	$ 16,538.22	Service and Main	$ 31,658.49	Service and Main	$ 34,456.30	$ 82,653.01	0.5%
2	$ 17,865.64	Distribution Enhancements	$ 15,829.25	Separate Service Area/	$ -	$ 33,694.89	8.0%

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 13, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: 2027 Budget Calendar

STATEMENT/PURPOSE:
To approve the 2027 Budget Calendar

BACKGROUND/ALTERNATIVES:
The annual budget calendar provides a road map for the City's budget development process. On October 21, 2025, the Board of City Commissioners approved the update to the Long-Term Financial Planning Policy (LTFP). The changes to the LTFP that will impact the City's budget development process are as follows:

- Increase the length of the LTFP from five fiscal years to ten fiscal years.
- Department managers will prepare and update their long-term plan for personnel and machinery & equipment for the next ten fiscal years.
- The engineering and public works departments will prepare and update their long-term capital improvement plan for infrastructure projects for the next ten fiscal years.
- Department managers will present their long-term plans to the City Commission for review.
- The City Commission will determine the spending priorities for long-term financial planning purposes.

ATTACHMENTS:
1. 2027 Budget Calendar

FISCAL IMPACT:
None

STAFF IMPACT:
The City's annual budget process is coordinated by the finance department under the direction of the Budget & Finance Committee with the assistance of commissioners, department managers, supervisors, and staff.

Significant staff time will be required for certain departments to prepare and update their long-term plans, and to present their long-term plans to the City Commission. The finance department will also be impacted by computing the long-term cash flow projections for the City's major funds and by providing various funding options to the Budget & Finance Committee to address the long-term plans presented by the department managers and the spending priorities determined by the City Commission. The City Commission will conduct a Working Session(s) with department managers to present the City's long-term plans for personnel, machinery & equipment, public facilities, and infrastructure. The Budget & Finance Committee will complete the preliminary Long-Term Financial Plan and guidelines for preparing the 2027 Budget, and present their recommendations to the City Commission. The City Commission will approve the final Long-Term Financial Plan and guidelines for preparing the 2027 Budget.

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

RECOMMENDATION:
To approve the 2027 Budget Calendar.

SUGGESTED MOTION:
I move to approve the 2027 Budget Calendar.

CITY OF MANDAN

2027 BUDGET CALENDAR

October 21, 2025	The City Commission motioned and passed updating the Long-Term Financial Planning Policy from five to ten years.
October 27, 2025	Emails sent to the Department Directors to review and make any changes to the personnel, machinery & equipment, public facilities, and infrastructure requests by December 19, 2025.
January 2026	Department Directors to meet with the City Administrator and Portfolio Holder to discuss items submitted to the Finance Department.
February 2026	Board of City Commissioners to conduct a Working Session(s) with department managers and engineering firms to review and discuss the preliminary long-term planning needs for personnel, machinery & equipment, public facilities and infrastructure.
March 2026	Budget & Finance Committee to review, discuss, and approve funding recommendations for the approved long-term planning needs for personnel, machinery & equipment, public facilities and infrastructure.
April 2026	Budget & Finance Committee to present the preliminary Long-Term Financial Plan and guidelines for preparing the 2027 Budget to the Board of City Commissioners. Board of City Commissioners to approve the final Long-Term Financial Plan and guidelines for preparing the 2027 Budget.
May 2026	Finance department to provide operating budget instructions & worksheets to department managers.
May 2026	Operating budget worksheets due from department managers to the finance department.

June 2026	Finance department to review and update the revenue, expense, and fund balance projections for the 2026 budget.
July 2026	Budget & Finance Committee to review and approve recommendations for the preliminary 2027 Budget.
August 4, 2026	Budget & Finance Committee to present the preliminary 2027 Budget to the City Commission. City Commission to approve the introduction and first consideration and call for the public budget hearing of the Ordinance adopting the 2027 Budget.
August 2026	City to provide a copy of the preliminary 2027 budget statement and notice of the public budget hearing date to the Morton County Auditor.
September 15, 2026	City Commission to conduct a public budget hearing at 6:00 pm.
October 6, 2026	City Commission to approve the second and final consideration of the Ordinance adopting the 2027 Budget, annual tax levy, and approve the Resolutions establishing the rates and charges for services.
October 2026	City to submit a certified copy of levy as adopted and certified copy of the final 2027 budget to the Morton County Auditor.

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 17, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: N/A

STATEMENT/PURPOSE:
N/A

BACKGROUND/ALTERNATIVES:
N/A

ATTACHMENTS:
None

FISCAL IMPACT:
N/A

STAFF IMPACT:
N/A

LEGAL REVIEW:
N/A

RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 17, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Maurice Jasmann

STATEMENT/PURPOSE:

To consider the 2024 Application for Disabled Veterans Property Tax Credit for property located at 4600 40th Ave NW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-5393842 with a legal description of Lot 3 Block 1 West River 2nd.

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

ATTACHMENTS:

1. VETERANS CREDIT FLYER
2. 2024 VETERANS CREDIT ABATEMENT APP

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 Abatement Application for Maurice Jasmann at 4600 40th Ave NW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 Abatement Application for Maurice Jasmann at 4600 40th Ave NW as presented.

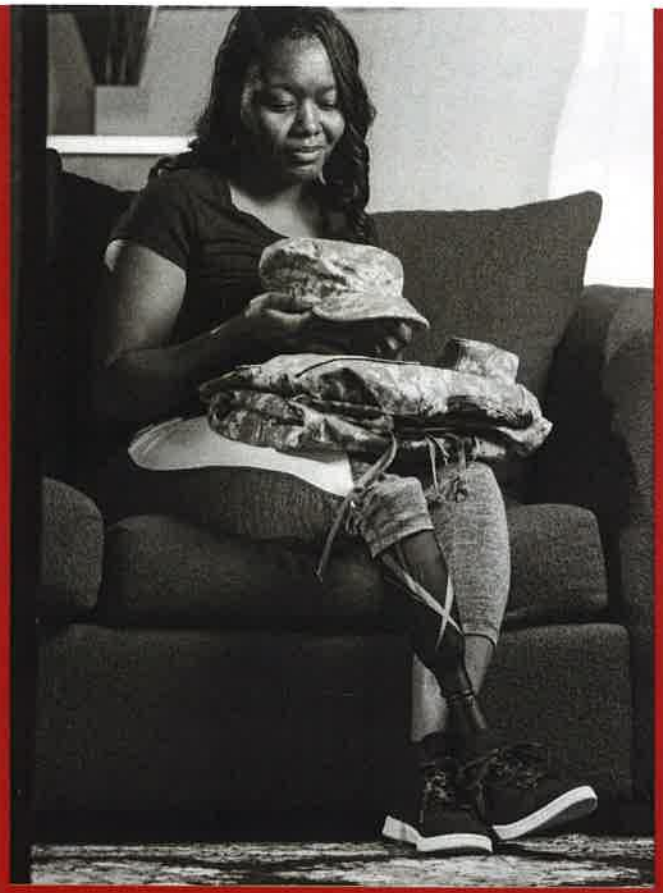
Additional Information

To qualify, veterans must meet all eligibility requirements and file and 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



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)

ND Tax
NORTH DAKOTA

Visit **tax.nd.gov** for more information.

Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER

ND Tax
NORTH DAKOTA

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.

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

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.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District City of Mandan

County of MORTON

Property I.D. No. 65-5393842

Name JASMANN/MAURICE & CHERRYLL

Telephone No.

Address 4600 40TH AVE NW, MANDAN, ND 58554-0000

RECEIVED NOV 12 2025 BY:

Legal description of the property involved in this application:

LOT 3 BLOCK 1 WEST RIVER 2ND

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

Land	$ 45,000
Improvements	$ 231,500
Total	$ 276,500 (1)

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

Land	$ 45,000
Improvements	$ 231500
Total	$ 276,500 (2)

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

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

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

1. Purchase price of property: $_____ Date of purchase: _____

   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____

   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $_____

2. Has the property been offered for sale on the open market? _____ (yes/no). If yes, how long? _____

   Asking price: $_____ Terms of sale: _____

3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____

   _____ 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 Approve Veterans Credit

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant Maurice Jasmann Date 11-12-25

24775
(2-2016)

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 20, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Audit Engagement Letter

STATEMENT/PURPOSE:
To consider the Audit Engagement Letter from Brady Martz to provide audit services for the year ended December 31, 2025.

BACKGROUND/ALTERNATIVES:
The City is required to be audited according to the North Dakota Century Code.

The Audit Engagement Letter from Brady Martz details the following services:

- Audit Scope and Objectives
- Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
- Audit Procedures - Internal Control
- Audit Procedures - Compliance
- Other Services
- Responsibilities of Management for the Financial Statements and Single Audit
- Engagement Administration, Fees, and Other
- Reporting

The City's audit will occur during late spring to early summer of 2026. The results of the audit will be provided to the finance department and communicated to the Budget & Finance Committee, and Brady Martz will also present the results of the audit to the City Commission.

ATTACHMENTS:
1. Audit Engagement Letter

FISCAL IMPACT:
The fees detailed in the Audit Engagement Letter are listed below:

- Audit of the financial statements = $46,850 (includes testing for one major federal grant program)
- Preparation of the financial statements = $7,350
- Testing for more than one major federal grant program = $5,000 per additional major federal grant program (if necessary)
- Assistance with the calculations for leases and subscription-based information technology arrangements = $4,750 (estimated)
- Technology and data security fee = $2,850 (estimated)

The City will allocate a portion of the fees above to the Morton Mandan Public Library and the Mandan Airport Authority based on their share of the total amount of expenses audited for fiscal year 2025.

STAFF IMPACT:
Significant staff time will be required by the finance department to prepare and provide information for the audit.

LEGAL REVIEW:
The Audit Engagement Letter was submitted to the City Attorney for review and approval.

RECOMMENDATION:
To approve the Audit Engagement Letter from Brady Martz to provide audit services for the year ended December 31, 2025.

SUGGESTED MOTION:
I move to approve the Audit Engagement Letter from Brady Martz to provide audit services for the year ended December 31, 2025.

November 20, 2025

City of Mandan
205 Second Avenue NW
Mandan, North Dakota 58554

This letter is to confirm and specify the terms of Brady Martz, PLLC ("Brady Martz") engagement with you and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are provided to confirm the following arrangements.

We are pleased to confirm our understanding of the services we are to provide the City of Mandan for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Mandan as of and for the year ended December 31, 2025. In addition, separate financial statements will be issued for the Morton Mandan Public Library and City of Mandan Airport Authority. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Mandan's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Mandan's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules
3) Schedule of Employer's Proportionate Share of Net Pension Liability
4) Schedule of Employer Contributions – Pension
5) Schedule of Employer's Proportionate Share of Net OPEB Liability
6) Schedule of Employer Contributions - OPEB
7) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Mandan's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Combining and Individual Fund Statements and Schedules
2) Statement of Fund Activity Schedule

We will report on the following supplementary information in a separate written report accompanying our auditor's report.

1) Schedule of Expenditures of Federal Awards

2) Notes to the Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) List of Elected and Appointed Officials

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk

that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are

required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mandan's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Mandan's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Mandan's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

As part of the audit, we will perform the following nonattest services:

1) Proposition of journal entries necessary to present the financial statements in accordance with accounting principles generally accepted in the United States of America.
2) Assistance with the drafting of your financial statements and related notes of the City of Mandan in accordance with accounting principles generally accepted in the United States of America.
3) Assistance with preparation of the data collection form.
4) Assistance with lease calculations required under GASB 87.
5) Assistance with subscription based information technology arrangements calculations required by GASB 96.
6) Preparation of 1099s.

These nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and

monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Government's ability to continue as a going concern within for the 12 months after the financial statements are dated or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review when fieldwork begins.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes

our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brady Martz, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brady Marz' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Mindy Piatz is the engagement partner/signer and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for the services covered by this engagement letter will be $46,850 for the audit of the financial statements and $7,350 for the preparation of the financial statements plus the technology and data security fee. A separate fee will be charged for assistance with the calculations for GASB 87 regarding leases and assistance with implementation of GASB 96 regarding subscription based information technology arrangements at $95 per lease or SBITA. We are also required to test additional items regarding budgets, per request from the North Dakota State Auditor's Office. The time spent testing these items will be separately billed based on the time associated with the testing. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will also be billed for travel and other direct out-of-pocket costs such as postage and confirmation service provider fees, etc.

Brady Martz remains dedicated to timely, quality delivery of service that meet your evolving needs. A separate technology and data security fee will be billed in addition to the fee for the audit. This fee is calculated as five percent of the fee for our services. This fee enables Brady Martz to provide the ongoing technology infrastructure and data security required to maintain the level of service and support you expect.

The above fee estimate is based upon the organization receiving Federal Awards subject to the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards similar to the prior year. If due to a change in the Federal funding more than one program is required to be audited as a major program in the current year, an additional fee of $5,000 will be charged per additional major federal program. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Board of City Commissioners of the City of Mandan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, to withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinions or issue reports, or we may withdraw from this engagement. By signing this engagement letter you acknowledge and confirm the following items:

- The entity is not considered publicly traded and does not contemplate the use of these financial statements as part of any kind of public or private stock offering that is subject to either SEC or PCAOB jurisdiction.
- The entity is not considered a cannabis related business.
- The entity does not have or intend to enter into material dealings or holdings with respect to digital assets or cryptocurrencies.
- The entity is not aware of any allegations of fraud, including fraudulent financial reporting or misappropriation of assets.
- The entity is not aware of any active or threatened litigation that would have a significant impact on the entity's operations.
- The entity's previous financial statements did not contain any uncertainties related to its ability to continue as a going concern.
- The entity was not required to obtain a waiver from its lender for failure to comply with financial covenants during the most recent reporting period for which covenants applied.
- The deliverables specified in this agreement shall constitute our entire obligation with respect to this engagement. The Firm will be under no obligation to sign any additional certifications, representations, attestations or any similar items, that are not covered by this agreement.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement. If any of the following occur, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement:

- Failure to disclose any of the above noted items
- The condition of your records prevents us from obtaining sufficient and appropriate audit evidence
- Your personnel are unable to provide the requested records and audit support in a timely manner

If your engagement is terminated, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Mandan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Brady Martz

RESPONSE:

This letter correctly sets forth the understanding of the City of Mandan, North Dakota:

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

City Commission

Agenda Documentation

MEETING DATE:	December 2, 2025
PREPARATION DATE:	November 21, 2025
SUBMITTING DEPARTMENT:	Planning
DEPARTMENT DIRECTOR:	Jim Neubauer
PRESENTER:	Rachel LaQua, Interim Planner
SUBJECT:	Consider a final plat for Evergreen Heights 5th Addition.

STATEMENT/PURPOSE:
Consider a final plat for Evergreen Heights 5th Addition.

BACKGROUND/ALTERNATIVES:
The preliminary plat was approved at the August 25 meeting, with several requirements regarding the vacation of Living Water Drive, to be discussed more fully below.

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

The existing residential lot owners are replatting and purchasing the lots directly behind existing homes, as well as vacating a right of way to the east of the subdivision.

All lots are zoned R-7.

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

Access: Access to existing lots is not changing, as they will maintain access from 14th Ave SE. Properties to the east will maintain access as existing. Proposed Lot 7 will take access from 19th St SE.

Access between existing Lot 1, Block 1, and Lot 1, Block 2, Evergreen Heights 4th Addition and Lot 1, Block 1, Living Water Addition is provided via 16th St SE and Living Water Drive. The preliminary plat approval was contingent on the applicants also vacating the entirety of Living Water Drive. They have moved forward with a request for a vacation of the southern 421.49' of Living Water Drive via separate process.
Since the preliminary plat, the applicants have also requested a shift to the plat itself, though maintaining plat boundaries. The plat before the commission for approval shows the area of Living Water Drive and 16th St SE between Lot 3, Block 1, Evergreen Heights 3rd Addition and Lot 1, Block 2, Evergreen Heights 4th Addition, and the proposed replat of Lots 2-6, Block 1, Evergreen Heights 2nd Addition, as being vacated, with 33' of each right of way going to the east/west along Living Water Drive and the north/south along 16th Street SE. This split of vacation is amenable to all involved owners, and City staff has no concerns with this change.The plat also clearly notes which lot each portion of right of way is being vacated to.

The final plat will create 6 new lots, 5 of which will include incorporations of existing lots.

Utilities and Easements
Numerous access easements and water, sewer and hydrant easements are shown on the plat. There is still maintained a non-access line on the east and north sides of the current 16th Ave and Living Water Drive.

Adjacent Properties Zoning, Land Use, and Future Land Use
Adjacent property to the east and south is R7 - Residential. Property to the north is Neighborhood Commercial.

Additional Information & Public Outreach
Application: Application was received on October 24, 2025
Fees paid: $450
Notifications: Eighty-four letters were sent to adjacent property owners.

Findings of Fact
Final Plat

1. All technical requirements for approval of a final plat have been met;
2. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
3. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited

for development;

4. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
5. The proposed subdivision is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and

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

ATTACHMENTS:

1. Application_Redacted
2. Location Map
3. Evergreen Heights 5th Addition FINAL Plat 11-24-25

FISCAL IMPACT:

N/A

STAFF IMPACT:

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and Planning and Zoning Commission recommend approval of the final plat of Evergreen Heights 5th Addition, contingent on approval of the vacation of the south 421.49' of Living Water Drive.

SUGGESTED MOTION:

I move to approve the final plat of Evergreen Heights 5th Addition, contingent on approval of the vacation of the south 421.49' of Living Water Drive.

CITY OF MANDAN	
Development Review Application	

	Minor Plat ($300)		Zone Change ($600)
	Preliminary Plat up to 20 acres ($450)		Planned Unit Development ($700)
	Preliminary Plat more than 20 acres ($500)		Land Use and Transportation Plan Amendment ($1,000)
x	Final Plat up to 20 lots ($450)		Vacation ($500)
	Final Plat 21 to 40 lots ($600)		Variance ($400)
	Final Plat more than 40 lots ($750)		Special Use Permit ($450)
	Annexation ($450)		Stormwater submittal ($300)
	Masterplanned Subdivision (not accepted without preliminary plat) ($250)		Stormwater 2nd & subsequent resubmittal ($50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) ($250)		Document Recording ($30)

Summary of Request (Add separate sheet(s) as necessary)

Approval final plat of Evergreen Heights Fifth Addition, which is a replat of lots 2-6 Block 1 of Replat of Evergreen Heights 2nd Addition and repeat of Lot 1 Block 1 Evergreen Heights 4th Addition

Engineer/Surveyor			Property Owner or Applicant		
Name Greg Feser Feser Engineering			Name Valan Renner		
Address [redacted]			Address [redacted]		
City Bismarck	State ND	Zip 58501	City Mandan	State ND	Zip 58554
[redacted] email			[redacted] email		
Phone [redacted]	Fax		Phone [redacted]	Fax	

If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.

Location		Type		Existing Zone	Proposed Zone	Project Name
x City	ETA	New	x Addition	R7	No Change	Evergreen Heights 5th Addition

Property Address	Legal Description		
	Lots 1-6 Block 1 Evergreen Heights 5th Addition		
Current Use			
Single Family			
Proposed Use			
No Change	Section 35	Township 139	Range 81

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking

Print Name	Signature	Date
Valan Renner	Valan Renner	10-24-2025

Office Use Only			
Date Received:	Initials: YM	Fees Paid: $450	Date 10-24-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

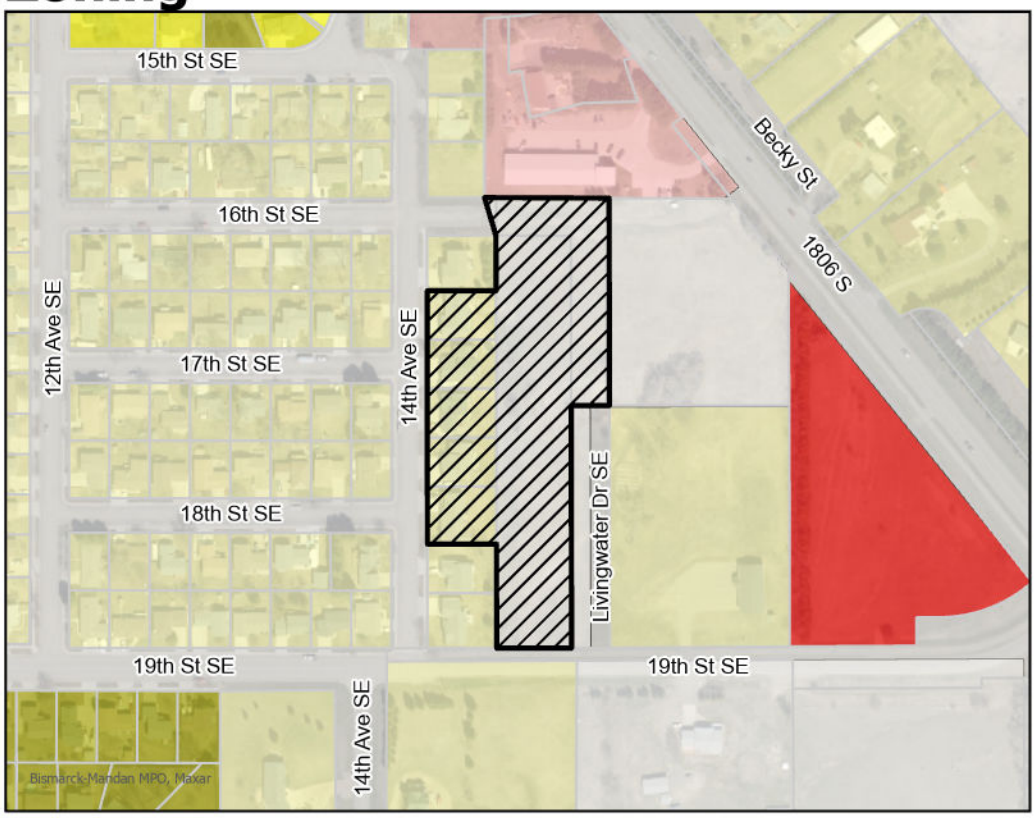
Zoning and Future Land Use Reference Map

Evergreen Heights 5th Addition

Zoning Map Key

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

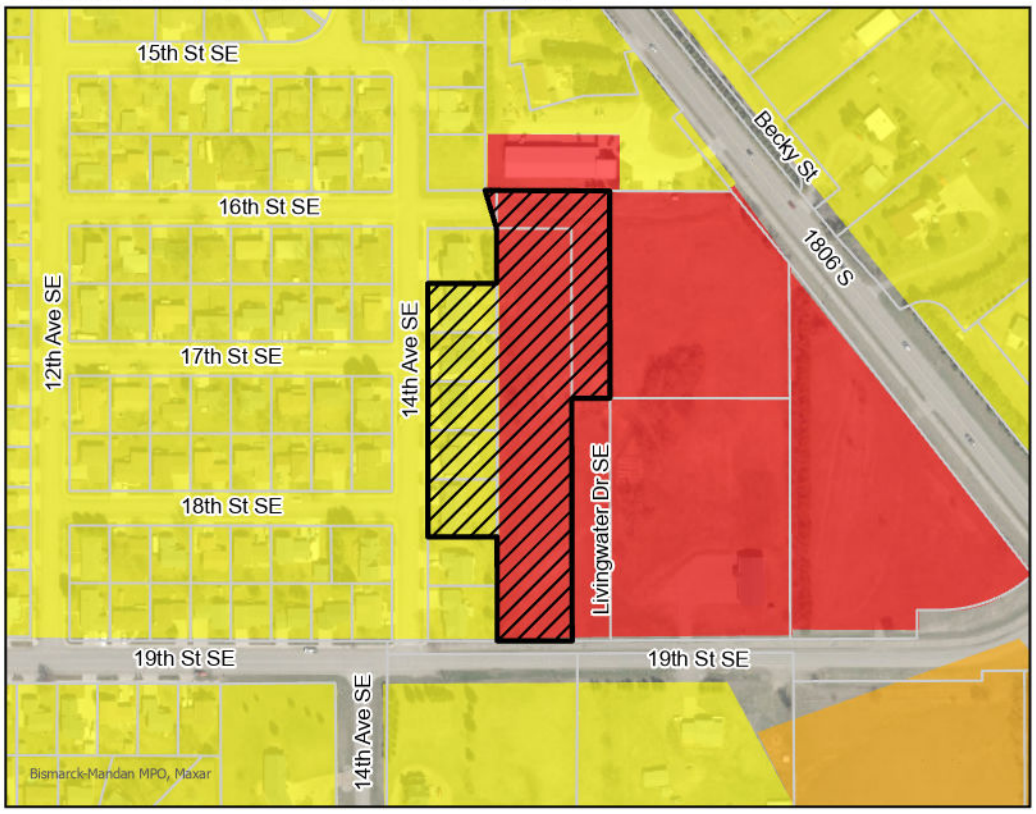
Zoning



Future Land Use Plan Key

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

Future Land Use Plan



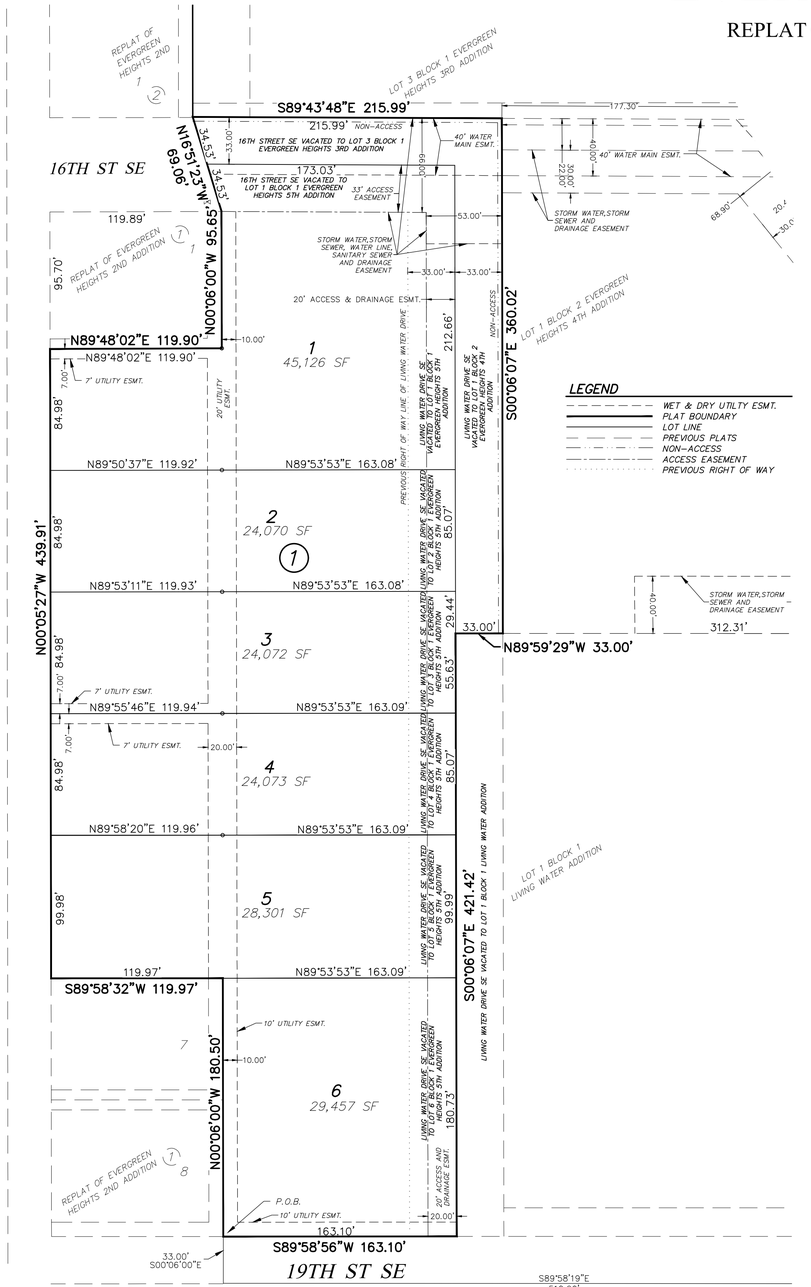
0 0.05 0.1 0.2 Miles

N

City of Mandan
Planning Department
6/27/25

EVERGREEN HEIGHTS FIFTH ADDITION

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



DESCRIPTION

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

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

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

APPROVAL OF CITY PLANNING COMMISSION

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, ON THE _____ DAY OF _____, 2025, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN.

_____ BILL ROBINSON – CHAIRMAN

_____ NANCY MOSER – SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS

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

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 2025.

_____ JIM NEUBAUER––CITY ADMINISTRATOR

_____ JAMES FROELICH––MAYOR

APPROVAL OF CITY ENGINEER

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

_____ JAREK WIGNESS CITY ENGINEER

SURVEYOR'S CERTIFICATE

I, LARRY J. SMITH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON JUNE 20, 2025, THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

SES GEOMATICS
2321 HARDING AVENUE
BISMARCK, NORTH DAKOTA
58501

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

N W E S

0 25' 50' 75'

SCALE: 1"=50'

NOVEMBER 24, 2025

◎ MONUMENT IN PLACE

OWNER'S CERTIFICATE & DEDICATION

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

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

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

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

BENJAMIN KAPPEL 1712 14TH AVENUE SE MANDAN, ND 58554	DANIELLE KAPPEL 1712 14TH AVENUE SE MANDAN, ND 58554

OWNERS OF LOT 1 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED BENJAMIN KAPPEL AND DANIELLE KAPPEL, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

ZACHARY PUTZ 1716 14TH AVENUE SE MANDAN, ND 58554	ELIZABETH PUTZ 1716 14TH AVENUE SE MANDAN, ND 58554

OWNERS OF LOT 2 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED ZACHARY PUTZ AND ELIZABETH PUTZ, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

EDWARD COLLINS 1806 14TH AVENUE SE MANDAN, ND 58554	REBECCA COLLINS 1806 14TH AVENUE SE MANDAN, ND 58554

OWNERS OF LOT 3 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED EDWARD COLLINS AND REBECCA COLLINS, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

WADE MESCHKE 1810 14TH AVENUE SE MANDAN, ND 58554	AMY MESCHKE 1810 14TH AVENUE SE MANDAN, ND 58554

OWNERS OF LOT 4 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED WADE MESCHKE AND AMY MESCHKE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

THOMAS STADICK 1814 14TH AVENUE SE MANDAN, ND 58554	MARGARET STADICK 1814 14TH AVENUE SE MANDAN, ND 58554

OWNERS OF LOT 5 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED THOMAS STADICK AND MARGARET STADICK, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

VALAN RENNER 4655 HIGHWAY 6 MANDAN, ND 58554	MARY RENNER 4655 HIGHWAY 6 MANDAN, ND 58554

OWNERS OF LOT 6 BLOCK 1

ON THIS ____ DAY OF _____, 2025, BEFORE ME PERSONALLY APPEARED VALAN RENNER AND MARY RENNER, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

_____ NOTARY PUBLIC
_____ COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

NOTES

BASIS OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE

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

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

SES GEOMATICS

FESER ENGINEERING, PC

SES GEOMATICS
LARRY SMITH, PLS
2321 HARDING AVENUE
BISMARCK, ND 58501-2233

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: October 10, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider an Engineering Service Agreement Amendment for the Raw Water Intake project

---

STATEMENT/PURPOSE:
To consider and possibly approve an amendment with AE2S for professional services related to the Raw Water Intake Project in support of continued Construction, Startup and Commissioning, and Post-Construction services. Also, to review an associated Change Order anticipated for a future meeting.

BACKGROUND/ALTERNATIVES:
The Raw Water Intake project is nearing completion. The City began using the new intake in August 2023 and the Mandan Refinery (MPC) began using their portion of the intake April 2024.

As remaining items were being completed, the river shifted and the site is experiencing a buildup of sand. While the current intake site was selected using historical and survey data collected over the past several years, sand accumulation patterns have shifted unexpectedly.

The amendment and change order provide the following:

- AE2S Amendment 5
    - Ongoing support for sand mitigation efforts including intake extension.
    - Air burst system design, construction, and commissioning support.
    - Bank stabilization design and construction support.

- Swanberg Change Order G-10

- Air burst system.
- Bank stabilization.

ATTACHMENTS:

1. Amendment 5

FISCAL IMPACT:

Recall we currently have an agreement with the State Water Commission for cost-share funding (60%) and remaining costs are shared with the Marathon Mandan Refinery.

- AE2S increase of $235,000.
- Swanberg Construction increase of $750,000.

Summary of Expenditures	**Current Contracted**	**Pending**	**Total**
Construction Contracts	$ 31,094,910.00	$ 750,000.00	$ 31,844,910.00
Engineering Services	$ 3,945,000.00	$ 235,000.00	$ 4,180,000.00
Other	$ 89,456.00	$ -	$ 89,456.00
	$ **35,129,365.00**	$ **985,000.00**	$ **36,114,365.00**

Total Project Budget/Funding	$36,587,000
Estimated Total Expenditures	$36,114,365
Estimated Contingency Remaining	**$472,635**

STAFF IMPACT:

Minimal.

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

RECOMMENDATION:
To enter into the amendment with AE2S for construction services related to the Raw Water Intake Project.

SUGGESTED MOTION:
I move to approve Amendment No. 5 with AE2S for engineering services related to the Raw Water Intake Project, as presented.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **5**

Effective Date of Owner-Engineer Agreement:	**February 20, 2018**
Owner:	**City of Mandan**
Engineer:	**Advanced Engineering and Environmental Services, LLC**
Specific Project:	**Mandan Raw Water Intake Improvements**

Nature of Amendment:

X Modifications to services of Engineer
X Modifications of payment to Engineer
X Modifications to time(s) for rendering services

Description of Modifications:

A. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, are modified as follows:

   a. Construction Phase Services (Exhibit A, Paragraph A1.05) including Resident Project Representative (RPR) services (A1.05.A.2), and supplemented as follows:

      i. Project Management and Administration.

         1. Project Management including contract coordination, coordinating staff, schedule development and monitoring, budget review and control, and monthly project status reports.

         2. Project Administration including monthly invoices.

      ii. Field Services – Collect topographic data at the IPS site to aid in developing bank stabilization plan.

      iii. Continued construction administration to support work.

         1. Progress meetings (up to 8 meetings, combination of in person at the water treatment plant (WTP) and virtual).

         2. Submittal review

         3. Pay requests

         4. Substantial Completion Site Visit

         5. Project Closeout

      iv. Assist with developing a work change directives/change order to incorporate the following components:

         1. Air Burst System Improvements: New 500-gallon receiver, 30 hp air compressor, and ancillary systems to assist with maintenance and operation of the raw water intake screens. Engineer to coordinate final sizing with intake

screen manufacturer and design of ancillary systems to connect to the intake structure.

2. Zebra Mussel (ZM) Mitigation Improvements: Evaluate options for a future zebra mussel mitigation system. Plan to install civil site improvements from RWIPS to intake structure for future system. Anticipate manhole structure and chemical feed line(s) to the intake structure.

3. Bank Stabilization Improvements: Stabilize riverbank and site to preserve bench created for intake structure access.

v. Limited RPR services. RPR services consist of part-time, limited observation with emphasis on presence at and documentation of critical work items by the Contractor including:

1. Air burst system improvements (8 weeks, 2 hrs per day).

2. ZM mitigation improvements (2 weeks, 2 hrs per day).

3. Bank stabilization improvements. (4 weeks, 4 hrs per day).

vi. Funding Support

1. General coordination with Department of Water Resources (DWR) and State Revolving Fund (SRF) programs.

2. Assist with drafting reimbursement requests for DWR, SRF, and MPC (up to four).

3. SRF closeout assistance.

4. Provide budget forecast of expenditures for MPC (up to four updates).

b. Start-up and Commissioning Services

i. I&C programming and commissioning to integrate the new improvements with the Owner's existing SCADA system.

c. Post-Construction Phase Services (Exhibit A, Paragraph A1.06), and supplemented as follows:

i. Sand mitigation assistance as requested.

1. Coordination with Owner and MPC staff.

a. Coordination meetings (virtual or in person). Total of eight planned.

b. General coordination with Owner and MPC staff.

2. Drone photos of area to document conditions. Once per week for 16 weeks.

3. Riverbank and sand bar morphology review of available data. Develop up to two figures to document changes with shorelines and sand bars in the area.

4. Permitting support and coordination with the following agencies:

a. US Army Corps of Engineers – Nationwide or general permit assistance for emergency dredging and intake line extension.

b. ND Department of Water Resources – Sovereign Lands Permit assistance – emergency dredging/intake line extension and as-built intake structure.

c. ND Department of Environmental Quality – Temporary Dewatering permit assistance for emergency dredging.

5. Intake Line Extension assistance.

   a. Material supplier coordination to extend one intake screen approximately 400 feet downstream.

   b. Assist with coordinating work activities and resources needed for installation. Primarily coordinating with Owner and MPC staff along with commercial diving company hired by the Owner.

B. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation on an hourly basis in accordance with Engineers current Hourly Fee Schedule attached hereto, not to exceed $235,000.00 without written authorization from Owner, plus reimbursement for all project related expenses.

C. The schedule for rendering services under this Amendment is modified as follows:

   a. Construction Phase Services – 8 months.

   b. Commissioning Phase Services – 3 months.

   c. Post Construction Phase Services – 6 months.

Agreement Summary:

Original agreement amount:	$ 425,000
Net change for prior amendments:	$ 3,270,000
This amendment amount:	$ 235,000
Adjusted Agreement amount:	$ 3,930,000

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is July 14, 2025.

OWNER:	**ENGINEER:**
City of Mandan	Advanced Engineering and Environmental Services, LLC
By:	**By:**
Date:	**Date:**
Name: James Froelich	**Name:** Brian R. Bergantine
Title: President of Board of City Commission	**Title:** Project Quality Director

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	$70.00
Administrative 2	$85.00
Administrative 3	$99.00
Communications Specialist 1	$113.00
Communications Specialist 2	$132.00
Communications Specialist 3	$152.00
Communications Specialist 4	$183.00
Communications Specialist 5	$202.00
Construction Services 1	$135.00
Construction Services 2	$165.00
Construction Services 3	$183.00
Construction Services 4	$203.00
Construction Services 5	$224.00
Engineering Assistant 1	$91.00
Engineering Assistant 2	$107.00
Engineering Assistant 3	$135.00
Engineer 1	$146.00
Engineer 2	$175.00
Engineer 3	$205.00
Engineer 4	$237.00
Engineer 5	$254.00
Engineer 6	$269.00
Engineering Technician 1	$90.00
Engineering Technician 2	$113.00
Engineering Technician 3	$136.00
Engineering Technician 4	$152.00
Engineering Technician 5	$174.00
Financial Analyst 1	$121.00
Financial Analyst 2	$137.00
Financial Analyst 3	$165.00
Financial Analyst 4	$180.00
Financial Analyst 5	$201.00
GIS Specialist 1	$113.00
GIS Specialist 2	$137.00
GIS Specialist 3	$162.00
GIS Specialist 4	$181.00
GIS Specialist 5	$202.00

I&C Assistant 1	$108.00
I&C Assistant 2	$134.00
I&C 1	$160.00
I&C 2	$189.00
I&C 3	$213.00
I&C 4	$226.00
I&C 5	$237.00
IT 1	$140.00
IT 2	$189.00
IT 3	$232.00
Land Surveyor Assistant	$103.00
Land Surveyor 1	$124.00
Land Surveyor 2	$150.00
Land Surveyor 3	$169.00
Land Surveyor 4	$186.00
Land Surveyor 5	$205.00
Operations Specialist 1	$108.00
Operations Specialist 2	$135.00
Operations Specialist 3	$167.00
Operations Specialist 4	$191.00
Operations Specialist 5	$214.00
Project Coordinator 1	$125.00
Project Coordinator 2	$140.00
Project Coordinator 3	$156.00
Project Coordinator 4	$172.00
Project Coordinator 5	$194.00
Project Manager 1	$221.00
Project Manager 2	$242.00
Project Manager 3	$259.00
Project Manager 4	$274.00
Project Manager 5	$293.00
Project Manager 6	$307.00
Sr. Designer 1	$192.00
Sr. Designer 2	$213.00
Sr. Designer 3	$229.00
Sr. Financial Analyst 1	$227.00
Sr. Financial Analyst 2	$248.00
Sr. Financial Analyst 3	$269.00
Technical Expert 1	$348.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	$0.75/mile
Survey Vehicle	$0.95/mile
Laser Printouts/Photocopies	$0.30/copy
Plotter Printouts	$1.00/s.f.
UAS - Photo/Video Grade	$100.00/day
UAS – Survey	$50.00/hour
Total Station – Robotic	$35.00/hour
Mapping GPS	$25.00/hour
Fast Static/RTK GPS	$50.00/hour
All-Terrain Vehicle/Boat	$100.00/day
Cellular Modem	$75.00/month
Web Hosting	$26.00/month
Legal Services Reimbursement	$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 25, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the inmate housing agreement at the Burleigh Morton Detention Center (BMDC)

STATEMENT/PURPOSE:
Consider approval of the inmate housing agreement at BMDC

BACKGROUND/ALTERNATIVES:
BMDC has issued a revised annual inmate housing agreement. The only change from the previous contract is an increase in the daily housing rate from $75.00 to $100.00 per inmate.

BMDC has also indicated it is willing to revise Section 16 regarding medical services for specificity. Approval of the inmate housing agreement as presented is recommended, with the understanding that BMDC will work on revisions to Section 16 and bring any proposed amendments back to the City Commission for consideration and approval on or before March 31, 2026.

ATTACHMENTS:
1. Contract (city) January 1 2026 HOUSING AGREEMENT

FISCAL IMPACT:
The daily rate changes from $75.00/day to $100.00/day for inmates taken to BMDC by Mandan Police Department. Amounts are currently included in the 2026 budget.

STAFF IMPACT:
N/A

LEGAL REVIEW:
Reviewed by City Attorney Amy Oster

RECOMMENDATION:
I recommend to approve the inmate housing agreement with the BMDC as presented, with the understanding that BMDC will revise Section 16 regarding medical services for specificity and bring proposed amendments to the City Commission for consideration and approval on or before March 31, 2026.

SUGGESTED MOTION:
I move to approve the inmate housing agreement with the BMDC as presented, with the understanding that BMDC will revise Section 16 regarding medical services for specificity and bring proposed amendments to the City Commission for consideration and approval on or before March 31, 2026.

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 Date
Burleigh County Sheriff Kelly Leben

_____

Contracting Agency

_____ _____

Signature Contracting Agency Title

_____ _____

Print Name Date

City Commission

Agenda Documentation

MEETING DATE: December 2, 2025
PREPARATION DATE: November 21, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Patrick Martin
SUBJECT: 2025 Morton County Multi-Hazard Mitigation Plan

STATEMENT/PURPOSE:
To consider approval of the resolution adopting the 2025 Morton County Multi-Hazard Mitigation Plan.

BACKGROUND/ALTERNATIVES:
Executive Summary:
The updating of the Morton County, N.D. Multi-Jurisdictional Multi-Hazard Mitigation Plan (MHMP)was conducted over a nine-month period. It included the review of natural hazards and man-made threats,risks, vulnerabilities, mitigation capabilities, and resulting mitigation actions for Morton County, North Dakota, and the cities of Almont, Flasher, Glen Ullin, Hebron, Mandan, and New Salem. The review of natural hazard and man-made threat impacts to the county is ongoing by county officials, as are the efforts to reduce and/or eliminate losses.

The planning process and this plan allow the county residents, businesses, stakeholders, and federal and state agencies to have input and to identify actions to assure the safety and protection of people and property. A mitigation survey was conducted during the planning process.

Each Morton County jurisdictions' governing body needs to adopt the plan (as their local) is to be eligible for FEMA grants and disaster reimbursement funding for the next five years

Over the course of the next few weeks the plan will be heard by Mandan, Morton County and the other cities in Morton County. Following those meetings the next steps are:
1)Final Revisions
2) Submit to State of ND for review/approval

3) FEMA for review/approval

Full version of the plan is available upon request due to its size.

ATTACHMENTS:
1. Resolution - MHMP 2025 Mandan
2. 2025 Multi Hazard Mit Plan Projects - Mandan

FISCAL IMPACT:
n/a

STAFF IMPACT:
Considerable staff time from the City of Mandan has been spent on this plan.

LEGAL REVIEW:
n/a

RECOMMENDATION:
I recommend approving the resolution adopting the 2025 Morton County Multi-Hazard Mitigation Plan.

SUGGESTED MOTION:
I move to approve the resolution adopting the 2025 Morton County Multi-Hazard Mitigation Plan.

MORTON COUNTY
STATE OF NORTH DAKOTA

OFFICE OF EMERGENCY MANAGEMENT
Patrick Martin, Director
701.667.3290 • patrick.martin@mortonnd.org

RESOLUTION

2025 MORTON COUNTY MULTI-HAZARD MITIGATION PLAN
MORTON COUNTY, NORTH DAKOTA

December 2nd , 2025

WHEREAS, the Mandan City Commission recognizes the threat that natural hazards pose to people and property within Morton County; and

WHEREAS, Morton County has prepared a multi-hazard mitigation plan, hereby known as the 2025 Morton County Multi-Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Morton County Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Mandan from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Mandan City Commission demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Morton County Multi-Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MANDAN, NORTH DAKOTA, THAT:

The Mandan City Commission adopts the 2025 Morton County Multi-Hazard Mitigation Plan. While content related to Morton County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require City of Mandan to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

DATED at Mandan, North Dakota this 2nd day of December, 2025.

_____
James Froelich, Mayor
Mandan City Commission

2025 Multi-Hazard Mitigation Plan Projects Identified for the City of Mandan

1. **City of Mandan, North Dakota, Project 1: Retrofit and/or Upgrade Mandan Potable Water Transmission Lines.**
    a. The potable water transmission lines for the city of Mandan traverse under the Heart River and are impacted by scouring during flooding events and shifting soils from freezing and thawing from severe winter weather and moisture from severe summer weather. There are two lines: one is 16" and the other is 20".
2. **City of Mandan, North Dakota, Project 2: Install Permanent Generators at Critical Facilities and Infrastructure.**
    a. Test existing generators and create regularly scheduled maintenance system. Install new generators to establish permanent source of backup power to maintain continued operation of the following critical facilities and infrastructure. Install new generators at pump stations.
        i. **Sanitary Sewer Lift Stations**: Old Red Trail, Twin City Lift, Kinsella, Weedas, YCC, River Bend, Roughrider, McKenzie Dr., Midway Lanes, Speedway, Marina Bay, Lakewood, Porsborg, Pirates Loop, Kist Livestock, Whey To Go (Twin City Dr.), Riverwood Dr., Viaduct, 1806, 19th St., Football Field, 8th Ave, Highland Road.
        ii. **Storm Water Lift Stations**: Main Street East Lift Station, Prairie West Golf Course, River Dr. Storm Lift, Whey To Go, Main St. and Memorial Highway, 10th Ave SW, and 6th Ave Underpass.
        iii. **Generators Installed**: Master lift station for the city's storm water system prior to 2020. The 40thAvenue lift station for the sanitary sewer system late 2020. Sunset Booster Station and Reservoir installed late 2020. Southside Booster Station and Reservoir generator installed in 2016. Terra Valley is being decommissioned in Spring 2026.
3. **City of Mandan, North Dakota, Project 3: Install Pump Stations with Generators to Reduce impacts of flooding.**
    a. Overland flooding occurs along N.D. Highway 10 directly west of city limits, and near the intersection of 3rdSt. SE and 6th Ave SE, and near the intersection of 3rd St. SE and Riverwood Ave SE (NDDES). Spring flooding in 2019 was a significant event. The addition of storm lift pumps for interior storm drains would mitigate this overland flooding and keep roads clear, maintaining access for emergency services and economic activity. The pump stations should be installed with backup generators to ensure continuous power.
        i. N.D. Highway 10 directly west of city limits in Morton County's jurisdiction 3rdSt. SE and 6thAve SE (in design phase in conjunction with Memorial Highway Reconstruction and Lower Heart Levee Improvement) 3rd St. SE and Riverwood Ave SE (in design phase in conjunction with Memorial Highway Reconstruction and Lower Heart Levee Improvement)

4. **City of Mandan, North Dakota, Project 4: Construct Straight Channelization of Heart River.**
    a. The Heart River takes a sharp turn near Riverwood Drive and 3rdSt. SE hindering the flow of water and ice producing ice jams during the winter causing the river to swell which impacts cropland, and city streets and infrastructure.
5. **Morton County, North Dakota Project I-5/ City of Mandan, North Dakota, Project 5: Expand Mandan Levee.**
    a. The Mandan Levee mitigates flood impacts to the city of Mandan. The levee needs to be extended on the south end to tie into higher ground to provide protection to the Jetty Beach Area. The Youth Correctional Center, which has a large vulnerable population, is located adjacent to the river and would benefit from this project through an extension on the west side.
6. **City of Mandan, North Dakota, Project 6: Identify locations and install new living snow fences.**
    a. Intersection of Old Red Trail and Collins Ave Starting at intersection of Old Red Trail and Sunset Drive going west-northwest to industrial area near Mandan Rural Fire Station City-owned property north of Corvette Street in northwest Mandan off of Old Trail McKenzie Drive near Lakewood Elementary School.
7. **City of Mandan, North Dakota, Project 7: Establish Drinking/Potable Water System Main Breaks Tracking Database.**
    a. The city of Mandan drinking/potable water system south of Interstate 94 and north of the Heart River is comprised primarily of cast iron pipes. There have has experienced 108 water main breaks between June 2002 and June 2020 (equating to an average of approximately 5.5 breaks annually) due to impacts from natural hazards.
8. **City of Mandan, North Dakota, Project 8: Conduct Engineering Study to Upgrade the Storm Sewers Under Railroad Infrastructure to Improve Drainage and Reduce and/or Eliminate Occurrences of Overland Flooding.**
    a. The storm sewer drains that carries precipitation from severe summer weather and severe winter weather out of Downtown Mandan and other areas along Main St. under railroad infrastructure is undersized/inadequate and causes overland flooding. The overland flooding causes business interruptions and contributes to delayed emergency responses for emergency services.
9. **City of Mandan, North Dakota, Project 9: Purchase Pre-Treatment and Anti-Icing Equipment.**
    a. The city of Mandan does not have liquid deicer application equipment. Streets in city limits are impacted from frost caused by severe winter weather.
10. **City of Mandan, North Dakota, Project 10: Work with U.S. Army Corps of Engineers (USACE) to Identify Areas Along the Missouri River Requiring Erosion Control and Develop Proper Mitigation Implementation Measures.**
    a. Erosion is occurring on the banks of the Missouri River along the shoreline of the city of Mandan impacting roads and infrastructure, and residential property. The sedimentation occurring from this erosion settles downstream causing ice jams and riverine flooding issues. The erosion also causes interference with the city's drinking/potable water intake structures. The city installed a new water intake in

2024 south of the Mandan Refinery moving it from the northside of the plan. There is a sandbar moving down the river that is already impacting the intake, which providers water to the city of Mandan residents, industrial users, and Missouri West Water System, which provides water to rural Morton county and small incorporated jurisdictions. The city currently has equipment on site dredging in front of the intake, along with diver's.

11. **City of Mandan, North Dakota, Project 11: Update/expand existing and/or create new planning and regulatory capabilities to address existing and new development.**
    a. Build the planning and regulatory capability of the city of Mandan by updating existing and/or expand and create new plans, policies, and ordinances. To ensure new and existing structures adhere to building standards to withstand impacts from hazards.
12. **City of Mandan, North Dakota, Project 12: Construct new storm shelters/community safe rooms or retrofit existing structures to reduce the risk to vulnerable populations**.
    a. Manufactured home communities are susceptible to inclement weather and therefore are highly vulnerable. Zoning ordinances need to be updated to require sheltering capacity be included in new manufactured housing developments and incorporated into existing developments.
13. **City of Mandan, North Dakota, Project 13: Install Faraday Cages/Shields for Digital/Technological Infrastructure Systems at Critical Facilities and Infrastructure**.
    a. A Faraday Cage or Shield is an enclosure used to block electromagnetic fields from technological/digital infrastructure systems. Due to increasing dependency of technological/digital systems in private and public sectors, a space weather event of significance could destroy all local government information resulting in a complete shutdown of government operations.
14. **City of Mandan, North Dakota, Project 14: Identify and Designate Truck Routes**.
    a. The city of Mandan experiences trucks and other vehicles transporting hazardous chemicals and materials traveling through city limits, particularly on Main Street.
15. **City of Mandan, North Dakota, Project 15: Construct New Fire Station in Northwest Mandan.**
    a. The Mandan Fire Department exceeds the National Fire Protection Association (NFPA), as well as Insurance Services Office (ISO), recommended distance and time guidelines. Both organizations recommend 1.5 miles of travel and five minutes or less response time to emergencies, 90% of the time.
16. **Morton County, North Dakota, Project I-6/ City of Mandan, North Dakota, Project 16: Work with the Dept. of Water Resources to Create a Dredging Investigation Schedule for the Confluence of the Heart River and Missouri River.**
    a. Sedimentation collects at the confluence of the Heart River and Missouri River disrupting the flow of water which contributes to riverine flooding. Both river systems contribute to the build-up of sedimentation.
17. **City of Mandan, North Dakota, Project 17: Formalize a Local Flood Mitigation Plan for the Bay Inlets Along the Missouri River to Mitigate Impacts from Flooding.**
    a. Bay Inlets: Bridgeview Bay, Borden Harbor, Lakewood, and Marina Bay.

18. **City of Mandan, North Dakota, Project 18: Install Homeland Security Measures at Critical Facilities and Infrastructure, and Planned Community Events and Gatherings**.
    a. The Morton County Courthouse, emergency services buildings, public schools, critical facilities, and utility and transportation infrastructure are vulnerable to adversarial threats. Installation of (but not limited to) access control measures, alarm systems, cybersecurity enhancements, alarm systems, door access control, motion-detecting systems, security camera surveillance systems, security fencing, security lighting, and threat-proof building materials are needed to mitigate adversarial threats. The city hired an IT manager in 2024 and has made significant upgrades to city systems.

*2025 Morton County, N.D., Multi-Jurisdictional Multi-Hazard Mitigation Plan

City Commission

Agenda Documentation

MEETING DATE:	December 2, 2025
PREPARATION DATE:	November 21, 2025
SUBMITTING DEPARTMENT:	Planning
DEPARTMENT DIRECTOR:	Jim Neubauer
PRESENTER:	Rachel LaQua, Interim Planner
SUBJECT:	Second consideration of Ordinance 1480, a zone change from RMH & RH - Residential Mobile Home Park to RMH - Residential Residential Mobile Home Park for Block 2, Meadowlands 3rd Add.

STATEMENT/PURPOSE:
Second consideration of Ordinance 1480, a zone change from RMH & RH - Residential Mobile Home Park to RMH - Residential Residential Mobile Home Park for Block 2, Meadowlands 3rd Add.

BACKGROUND/ALTERNATIVES:
The first reading and public hearing of this item was approved at the November 18, 2025 City Commission agenda.

ATTACHMENTS:
1. Ordinance No. 1480

FISCAL IMPACT:
N/a

STAFF IMPACT:
Minor

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

RECOMMENDATION:
Staff and the Planning and Zoning Commission recommend approval of the second consideration of Ordinance 1480.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1480.

ORDINANCE NO. 1480

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Industrial; and

WHEREAS, Adjacent properties to the north and south is zoned CB – Commercial, to the west zoned LSMHS – Trailer Park Subdivision; and to the east MA – Heavy Commercial/Light Industrial. RMH – Residential Mobile Home Park zoning would be appropriate; and

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. <u>ZONING AMENDMENT</u>. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

BLOCK 2, MEADOWLANDS 3RD ADDITION IN SECTION 26, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 1.15 ACRES, MORE OR LESS.

- shall be removed from the RMH & RH – Residential Mobile Home Park District and shall be included in the RMH – Residential Mobile Home Park District.

SECTION 2. <u>RE-ENACTMENT.</u> Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

_____

James Froelich, President
Board of City Commissioners

Attest:

_____
Jim Neubauer
City Administrator

Planning and Zoning Commission:	October 27, 2025
First Consideration:	November 18, 2025
Second Consideration and Final Passage:	December 2, 2025