AGENDA
PLANNING & ZONING COMMISSION
DECEMBER 22, 2025
COMMISSION ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM

[IGNORE_INDENT]

The public may access the LIVE meeting at:

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The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before 3:30 p.m. 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

B. CONSIDER APPROVAL OF MINUTES

1. November 24, 2025 Minutes

C. PUBLIC HEARINGS

1. Consider a variance for Lots 1 & 2, Block 1, North Prairie Second Subdivision.

2. Consider an amendment to a Special Use Permit by amending the proposed site plan for Lot 1, Block 1, Bridgeview Bay Addition

D. OTHER BUSINESS

1. Appointments of 2026 Chair, Vice Chair, and Secretary.

2. Schedule meeting dates for 2026.

   Suggested:

   January 26
   February 23
   March 23
   April 27
   May 27 (Wednesday) (Monday 25th Memorial Day)
   June 22
   July 27
   August 24
   September 28
   October 26
   November 23
   December 28

E. ADJOURN

A. ROLL CALL Chair Robinson called the meeting to order.

Commissioners Present: Huber, Mudder, Horn, Mayor Froelich, Intveld, McLean, Smith, Hammond, Gardner, Renner and Chair Robinson. Absent: Leingang. Also present Building Official Singer.

B. CONSIDER APPROVAL OF MINUTES

1. *October 27, 2025 Minutes.*. On page 12 of the October 27 minutes, at Commissioner Action, a motion was made by Commissioner Smith. The third line should read: *with the understanding that between the preliminary plat phase and the final plat phase.*

Commissioner Smith motioned to approve the October 27, 2025 minutes with the changes recommended. Commissioner Hammond seconded the motion. Upon vote, the motion passed unanimously.

C. PUBLIC HEARINGS

1. *Consider a zone change from RM (Residential) and Agriculture to RM (Residential) and a minor plat for Big Sky Estates 8th Addition.*. Rachel Laqua, Interim Planner presented.

STATEMENT/PURPOSE
Shorestone Solutions, LLC requested consideration of a zone change from RM (Residential) and Agriculture to RM (Residential) and a minor plat to be named Big Sky Estates 8th Addition.

BACKGROUND/ALTERNATIVES
This is an application for a preliminary plat and zone change in Lots 12 and 13, Block 4, Big Sky Estates Third Addition, SW1/4, Section 16, T139N R81W, City of Mandan, Morton County. The plat, submitted on behalf of Shorestone Solutions, LLC, to be named Big Sky Estates Eighth Addition, is a replat of portions of Big Sky Estates Third Addition and portions of ROW, currently zoned Ag. The requested zone changes for the old ROW, zoned Ag, is to RM (Residential Multifamily Dwellings). The property is located at the southeast corner of Viewpoint Lane and a length of ROW referred to as Hillside Road in previous certificates of survey, between Jude Lane NW and 31st St NW. Viewpoint Lane NW is labeled as Kingsley Road NW on the plat.

Property History
This proposed minor plat is a rearrangement of lots in Big Sky Estates Third Addition and the adjacent ROW. The area included in the plat was previously rezoned from R7 to RM in 2014. The portion of ROW to be included in the plat was granted to Shorestone Solutions, LLC via a court ordered judgment on October 1, 2025 in South Central District Court, recorded in Morton County as document #526577.

Minor Plat
The proposed plat contains one lot of 1.2 acres, and aggregates two existing lots and the portion of ROW between Big Sky Estates Third Addition and Seven Seas First Addition. An existing electric easement belonging to MGS Electric and running roughly northeast from Seven Seas First Addition, through the northwest corner of the plat, making a 90 degree turn to the northwest as it does so, is to be vacated via this plat. The length of ROW to be included is approximately 370 feet, as measured on the approximate

centerline. The entire width of the ROW is to be included in the plat. The zoning change is stated to be from AG (Agriculture) to RM (Residential Multi-family Dwellings), within the former right of way that is being aggregated into the two existing lots, 12 and 13 of Block 4, Big Sky Estates Third Addition. The plat also includes 10 ft. utility easements along the north and west sides of the plat.

Adjacent Zoning, Land Use, and Future Land Use
Adjacent properties to the proposed plat are zoned RM (Residential Multi-family Dwellings) to the east and southeast, CB (Business Commercial) to the south, R7 (Residential Single Family) to the west, and R3.2 (Residential Single & Two Family) to the north across Viewpoint Lane. The proposed minor plat and all neighboring properties are within city limits. The future land use plan indicates this property as low density residential. A zoning change to RM was completed in 2014 and there is already multifamily development to the south and properties to the east are currently zoned RM, the future corridor plans do not show collector or arterial streets in this area.

Public Outreach and Application Details
Application was received October 23, 2025 and the Application fee of $900 has been paid. There were nineteen (19) letters sent to adjacent property owners. There have been no comments or objections received.

Staff Comments & Updates
• The ROW to be vacated for the minor plat is unlikely to be necessary as adjacent properties do not use the ROW for access and the properties on the proposed minor plat are assumed to use Viewpoint Lane for access.
• While the future land use map indicates low density residential for this property, there is already multifamily development to the south and properties to the east are currently zoned RM, this property's use should not have a disproportionate negative impact on the neighborhood.

Findings of Fact
Minor Plat
1. All technical requirements for consideration of a minor plat have been met;
2. The proposed lot consolidation would likely not have substantial effects on the surrounding properties or generate significantly increased traffic;
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 consistent with the Comprehensive Plan, the Future Land Use Plan, and other plans and studies, policies and accepted planning practice;
6. The proposed subdivision would not adversely affect the public health, safety and general welfare.

Planning Staff recommended approval of the minor plat and zone change request as presented.

Commissioner Mudder referred to page 18, noting the subdivision is not located in a flood zone area, and the question is if there are concerns about mudslides or anything of that nature? Building Official Singer replied that this project coincides with a future project and it is his understanding that will be addressed at that time if there are concerns with retaining walls, etc.

Chair Robinson inquired if there were any comments or questions.

Open Public Hearing

Chair Robinson opened the public hearing and invited anyone calling in or present, to come forward to speak for or against the request for a zone change from RM (Residential) and
a minor plat for Big Sky Estates 8th Addition.

Devon Helm, 2710 Old Red Trail came forward and stated that he was not aware and did not receive notification that the right of way was granted to Shorestone. He stated that about two years ago, he discussed this matter with prior City Planner Stromme and at that time he was told that he would have access from that right of way area to the corner of his property. He was told that he could put a 1,500 sq. ft. structure on that property. Stromme told him that in the future he would be able to access his property from that road and that was before the road was even built. We were here in May of 2023 and Shorestone was a no-show that day so nothing happened at that meeting and we showed up and they did not. Helm inquired if he will have access to his property down there anymore? Chair Robinson requested Building Official Singer or Interim Planner LaQua to address Mr. Helm's questions. Commissioner Gardner stated he is the realtor that has a few lots at the bottom of the hill, but not the one that Shorestone has, but they had to close on a couple properties there and after some of the closings, the Title Company found this right of way back there, but they did not find it on the first one. The second time they closed on the property, he inquired if that is what you (Helm) is talking about? And is that the correct word, alley or right of way? Helm replied that it was referred to as no man's land too because it was not really labeled as anything. Commissioner Gardner commented that if there had been a judgment and it has been settled it is probably out of the hands of the P&Z Commission at this time. Helm stated he was not sure if it is a zoning concern and if that would change his access because he never received a letter saying that was going to be given to them (Shorestone). He said he got a letter for this hearing and for the last hearing related to this matter, but that he does not understand why it was given to them without notice. Commissioner Gardner commented that he understands the judgment process was through the newspaper – is that correct? Unlike the Commission that sends out letters when the city does it, but he understands the judgment process is different. Helm inquired if what Commissioner Gardner just stated is that he (Helm) lost access? Helm stated he talked to prior City Planner Stromme about it. Commissioner Gardner commented he believes it was the work of the judicial system, not the City Commission. Helm stated he just found out about it now.

Interim Planner LaQua stated that she and Building Official Singer are reviewing this and they wonder if there should be a clarification what the particular right of way is that was provided judgment. She pulled up the location map.

Mark Isaacs, Independent Land Surveying and Engineering (ILSE) came forward. He stated he has done survey work and research on this area for several years. There has been title search work done. It was found that this is not a right of way. It was never a right of way. It was shown on the GIS map for the city as Hillside Road but it was created on a plat of irregular which is just an auditor's lot. It was not officially platted as a right of way. Shorestone Solutions hired an attorney to investigate it. They researched and did an investigation and went back to the original grantor of the property. The original grantor of the property would come up to its Seven Seas Addition, which on your map would be the south

line of this plat. In looking for those heirs, they could not do that so they entered into a quiet title suit which involved notifications of the original grantors and their heirs, so through that whole process, came judgment to award that property to Shorestone Solutions. The misnomer has been for years that nobody, including the city knew what to do with that strip because it was never officially platted as part of subdivision or right of way. It has been a leftover piece of land. It was Shorestone's conclusion to include that into their property and to clean that up.

Chair Robinson inquired if there were any comments or questions.

Chair Robinson provided a second and final invitation to come forward.

Close Public Hearing
Chair Robinson inquired if there were any comments or questions. Hearing none, this portion of the public hearing was closed.

Commission Action

Chair Robinson inquired if there were any comments or questions.

Commissioner Intveld inquired of Interim Planner LaQua if she concurs with what was explained by Mr. Isaacs?

Ms. LaQua stated that Mr. Isaacs testimony matches what is shown on the plat map and what is on the subdivision map for the city. She recommended discussing and clarifying with Helm what he considered as access and how it relates to the explanation given because it is not part of this platting process. That right of way has already been provided to that owner. The platting process is simply to combine all of it into one lot that is all held by Shorestone LLC right now. And then the zone change itself is to make the whole lot the same zoning. Commissioner Intveld commented that was his question because there has to be documentation with all the work that's been done. Interim Planner LaQua offered to work with Mr. Isaacs to review the title work if the Commission wishes.

Chair Robinson inquired if there were any further comments or questions.

Given the discussion and the quiet title judgment that is in place that resolved points of discussion, Commissioner Smith moved to recommend approval of the zone change from RM (Residential) and Agriculture to RM (Residential) and a minor plat for Big Sky Estates 8th Addition. Commissioner Intveld seconded the motion. Chair Robinson called for a roll call vote: Huber: Yes; Mudder: Yes; Horn: Yes; Mayor Froelich: Yes; Intveld: Yes; McLean: Yes; Smith: Yes; Hammond: Yes; Gardner: Yes, Renner: Yes, Chair Robinson: Yes. The motion passed.

2. *Consider a final plat for Evergreen Heights 5th Addition.*. Rachel Laqua, Interim Planner presented. She stated that the memo that was distributed did not have an answer to the question that was asked, however, after meeting with staff, she stated she is prepared to explain the plan. This is a final plat for Evergreen Heights 5th Addition. The staff is comfortable with this as a final plat.

<u>BACKGROUND/ALTERNATIVES</u>

The preliminary plat was approved at the August 25, 2025 meeting, with several requirements regarding the vacation of Living Water Drive. Interim Planner LaQua pulled up a map and stated the original plat was based off this area of Living Water Drive, going north on 19th. A piece of Living Water Drive through the vacation process would need to go to the property owned by Living Water Church which was not part of this plat. There is now a separate vacation process for the section of Living Water Drive south of this point which is where the Living Water Church property ends on the north side. Everything south of here is a separate vacation process that will be heard by the City Commission on Tuesday, November 25, 2025. The plat is a replat of the existing Lots 2 through 6 and Lot 1, Block 1, Evergreen Heights 2nd Addition and of Lot 1, Block 1, Evergreen Heights 4th Addition in the SW¼ Section 35 Township 139 North Range 81 west of the city of Mandan. The existing residential lot owners are purchasing land directly behind their property as well as vacating the Living Water Drive right of way and 16th Avenue Southeast or 16th Street Southeast. The total of this area of this plat is 4.43 acres with the proposed lots ranging from 4.43 acres with the new proposed lots ranging from 45,126 sq. ft. to 24,070 sq. ft. All the lots are zone R7. The access to the lots is not changing and will all maintain access from 14th Avenue Southeast. The properties to the east will maintain their access as existing. There is still no access line shown on the eastern edge of the eastern and northern edges of the vacated right of way. The proposed Lot 6 will have access from 19th Street Southeast. The question of note for this process has been how to vacate Living Water Drive and 16th Street Southeast. The first plat showed an odd sized lot. The second plat had concerns on the platting of this piece Living Water Drive. It was noted that we've solved the issue of access and, or the vacation from north line of the church property. The property owners on both sides had approached the city requesting a change from the preliminary plat which is laid out on the document located on Page 26 of the agenda packet. The preliminary plat showed all of the right of way being vacated and absorbed into new Lots 1, 2 and 3, the applicant has requested that instead, the east 33 feet of Living Water Drive and the north 33 feet of 16th Street Southeast instead go to properties to the north and to the east and then everything to the south and east would go to residential Lots 1, 2 and 3. A meeting was held today with the Recorder's Office and the engineer did update the platform. A request was presented for clarifying notes to note where the streets were being vacated to. This is what would occur if we were to go through a separate vacation process wherein 33 feet would go to one side and 33 feet would go to the other side. This is laying it out within plat boundaries that were assigned during the preliminary plat stage. City staff Engineering, Planning and the Recorder have reviewed this and indicated they are comfortable with the legalities of this plan. All property owners agree with this and this does allow them to keep to their original timeline which includes taking the final plat to the City Commission on Tuesday, November 25, 2025 when the vacation of the south portion of Living Water Drive is before the City Commission.

City staff recommended approval of the final plat for Evergreen Heights 5th Addition as presented.

Commissioner Gardner inquired if there would be anything negative to be considered? Interim Planner LaQua stated that there has been concern about access to the Renner properties to the north and east given they have more commercial uses on them. The no access line is maintained. All the easements required are maintained and all the lots have a 20 ft. easement along the right of way. The old right of way is shown on the plat and it is very clear that half went to one side and the other half to the other side of each lot as to what sections of what roads are being vacated. It should clear it up for the future to avoid

confusion. She did not believe staff had any other concerns other than this final plat will have to be contingent on that full vacation of the Living Water Drive. The concern has always been that there would be one small remaining piece of a right of way or it would be partially vacated. This should remove the entirety of Living Water Drive and it definitely a timing issue.

Commissioner Renner asked for clarification, if they will be vacating that 33 feet also at Living Water Drive? And, that will become part of their property? Interim Planner LaQua replied, yes, the reason that the vacation is for the entirety Living Water Drive, all 66 feet, that starts at 29.44 feet south of the north line of Lot 3 is being vacated through a separate process, because the century code does not recognize if half the road goes to one side and half goes to the other side; In essence, this request is vacating a full right of way in a separate process.

Commissioner Mudder inquired if there is any thought process on building one further to the east? Interim Planner LaQua replied that the Living Water Church takes access off 19th Street now. That has been a discussion with Building Official Singer as to what the address will be for Living Water Church since their address is a street that does not exist.

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 re-platting 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

The access to existing lots is not changing. They will maintain access from 14th Ave SE. Properties to the east will maintain access as existing. The 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 proposed plat shows platting the ROW that is currently between Lot 1, Block 1 and Lot 1, Block 2, Evergreen Heights 4th Addition partially into the proposed re-plats of Lots 1-7. Since the preliminary plat approvals, the applicants have provided several updates, including applying for a vacation of Living Water Drive south of the lot line of Lot 1, Living Water Drive Subdivision, which is about 421 feet north of 19th Street. They have also provided several options for the re-platting of the remainder of Living Water Drive and 16th Ave, were discussed Monday, November 24, 2025, prior to the Planning and Zoning Commission meeting, as these options have changed since the final plat application.

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 and fees were paid in the amount of $450.
Notifications: Eighty-four (84) 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;
6. The proposed subdivision would not adversely affect the public health, safety, and general welfare.

Chair Robinson inquired if there were any further comments or questions.

Open Public Hearing

Chair Robinson opened the public hearing and invited anyone calling in or present, to come forward to speak for or against the request for a final plat for Evergreen Heights 5th Addition.

Chair Robinson inquired if there were any comments or questions.

Greg Feser with Feser Engineering came forward and stated he represents Val Renner, the owner of the property. He stated that he believes they are at a point they have an agreement with the buyers. He said they have addressed all the issues and concerns and they are ready to finalize this matter.

Ben Kappel came forward and stated he represents the buyers in this matter and he is one of the purchasers. He stated there were individuals who did not want to extend this deal because it's been going on long enough. He recommended this commission to approve this action so this matter can move forward to the City Commission.

Chair Robinson provided a second and final invitation to come forward.

Chair Robinson inquired if there were any comments or questions.

Close Public Hearing

Chair Robinson inquired if there were any comments or questions. Hearing none, this portion of the public hearing was closed.

Commission Action

Commissioner McLean moved to approve the final plat for Evergreen Heights 5th Addition. Commissioner Gardner seconded the motion. Chair Robinson called for a roll call vote: Huber: Yes; Mudder: Yes; Horn: No response; Mayor Froelich: Yes; Intveld: Yes; McLean: Yes; Smith: Yes; Hammond: Yes; Gardner: Yes, Renner: Yes, Chair Robinson: Yes. The motion passed.

D. OTHER BUSINESS

1. *Appointments to the board.*. Building Official Jordan Singer presented.

STATEMENT/PURPOSE
Appointments to two open At Large commission terms.

BACKGROUND/ALTERNATIVES
There are two At Large terms expiring on December 31, 2025. One expiring term is held by Chair Bill Robinson and the other held by Commissioner Will Gardner. They have both expressed interest in serving on the P & Z Committee for another term.

Singer reported that city staff received two other letters of interest from Joe Camisa and Jordan Schneider. A letter of interest was also received from Scott McClintock, who withdrew his request because he is not yet a resident of Mandan.

The terms will begin January 1, 2026 and end on December 31, 2030.

Chair Robinson invited each of the four candidates to express why they are interested in serving:

1. Joe Camisa, stated he was a previous City Commissioner and previously served on the Planning and Zoning Commission. He currently works for Bismarck State College. His interest lies in city government and he has years of expertise.
2. Jordan Schneider, stated that he currently works for the State of ND in the Oil and Gas Division. He previously worked for the city of Nacogdoches, Texas. He stated he applied due to the city's encouragement that residents come forward to serve on a committee and that with his knowledge of oil and gas, he is qualified for the position.
3. Will Gardner, incumbent, stated that he currently is serving as a member of the Planning and Zoning Commission, and that he would be willing to serve another term indicating that he has a strong interest in city government.
4. Bill Robinson, incumbent, has been a member of the Planning and Zoning Commission for thirty plus years. He stated he has many years of experience on this Board and would be willing to serve another term.

Commissioner Smith motioned to recommend Bill Robinson be appointed to serve an additional term on

the Planning and Zoning Commission. Commissioner McLean seconded the motion. Chair Robinson called for a roll call vote: Huber: Yes; Mudder: Yes; Horn: No response; Mayor Froelich: Yes; Intveld: Yes; McLean: Yes; Smith: Yes; Hammond: Yes; Gardner: Yes, Renner: Yes, Chair Robinson: Abstained. The motion passed.

Commissioner McLean motioned to recommend Will Gardner be appointed to serve an additional term on the Planning and Zoning Commission. Commissioner Intveld seconded the motion. Chair Robinson called for a roll call vote: Huber: Yes; Mudder: Yes; Horn: No response; Mayor Froelich: Yes; Intveld: Yes; McLean: Yes; Smith: Yes; Hammond: Yes; Gardner: Abstained; Renner: Yes, Chair Robinson: Yes. The motion passed.

Commissioner Huber commented about the appointments for Bill Robinson and Will Gardner, noting the importance of these positions given their experience they have had over the last several years while serving on the Board. It will be critical to have their expertise when the Planning and Zoning Commission tackles the revisions to the City Code of Ordinances that has been in progress for a long time.

Commissioner Huber extended a sincere appreciation to Joe Camisa and Jordan Schneider for their consideration to come forward and apply for these positions. She encouraged them to consider future application to this Board and to apply for other City Boards and Committees that are or will be seeking individuals with their qualifications. Chair Robinson along with several Commissioners concurred with Commissioner Huber's comments.

E. ADJOURN *There being no further business to discuss or come before the Board, a motion was made by Commissioner McLean and seconded by Commissioner Hammond to adjourn the meeting. Upon vote, the motion passed unanimously.*

The meeting adjourned at 6:15 p.m.

Planning & Zoning Commission

Agenda Documentation

MEETING DATE: December 22, 2025
PREPARATION DATE: December 15, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a variance for Lots 1 & 2, Block 1, North Prairie Second Subdivision

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STATEMENT/PURPOSE:
Consider an accessory structure variance at 5405 Highland Road N.

BACKGROUND/ALTERNATIVES:
Myron Schmidt requests consideration of a variance to Section 105-1-3 (4) of the City Code of Ordinances related to Incidental uses, Accessory Structures. The property is located at 5405 Highland Road N. The proposed structure would be larger than allowed based on code.

The code regarding Accessory Structures in R-7 reads: "*Size.* For R3.2, R4, R7, RH and RMH districts, the total square footage of all accessory buildings may not exceed ten percent of the lot area and the maximum size of any accessory building shall be no greater than 75 percent the size of the primary structure on the lot." The proposed structure is larger than 75% of the size of the primary structure, as it is proposed by 60'x120', a total of 7,200 sq ft.

in addition, this accessory structure will add an additional structure to Lots 1 & 2 (it is unclear which lot the new building will sit on).

Adjacent Properties Zoning, Land Use and Future Land Use
The properties surrounding this property are zoned R7 - Residential, with Agriculture further to the east. The future land use plan identifies this area as low and medium density residential.

Additional Information and Public Outreach
Application and fee of $400 was received on November 21, 2025.
Letters were sent to eight adjacent property owners.

Staff Comments
The requested storage building size is beyond what is allowed by the code in R-7. However, the lot is a large rural lot with much distance between neighboring properties, including a large tree row to the south. The owner intends to use the additional building to store items which are now stored outside. The use would not be allowable on its own on a lot, so the owner will need to sell the lots 1 & 2 together.

Findings of Fact
Variance
1. The hardship is caused by the provisions of the zoning ordinance. *(This hardship is caused because the code will not allow for an accessory building larger than the primary)*
2. Strict application of the provisions of the zoning ordinance would deprive the property owner the reasonable use of the property. *(nearby property owners also have large storage barn structures)*
3. The requested variance is the minimum variance that would accomplish the relief sought by the applicant. (*this building size is a standard size building)*
4. The granting of the variance is in harmony with the general purposes and intent of the zoning ordinance. *(The surrounding area operates as a rural residential area, though there is no rural residential zoning)*

ATTACHMENTS:
1. Application_Redacted
2. Additional Submittal
3. Location Map
4. Exhibit
5. North Prairie Second r

FISCAL IMPACT:
N/A

STAFF IMPACT:
minimal

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

RECOMMENDATION:
Planning staff recommends review of the request and findings of fact, consideration of the statement of hardship and potential identification of a hardship, and modifying or accepting staff's findings of fact as necessary to support the motion of the board.

SUGGESTED MOTION:

In favor: I move to approve the requested variance to Section 105-1-3 (4) of the City Code of Ordinances related to Incidental uses, Accessory Structures for Lots 1 & 2, Block 1, North Prairie Second Subdivision, due to the following hardship: (PZ Commissioner to identify/fill in the blank) and to modify the staff finding(s) of fact.

In opposition: I move to deny the requested variance to Section 105-1-3 (4) of the City Code of Ordinances related to Incidental uses, Accessory Structures for Lots 1 & 2, Block 1, North Prairie Second Subdivision, and to accept the findings of fact due to no hardship being identified.

CITY OF MANDAN			
Development Review Application			
	Minor Plat ($300)		Zone Change ($600)
	Preliminary Plat up to 20 acres ($450)		Planned Unit Development ($700)
	Preliminary Plat more than 20 acres ($500)		Land Use and Transportation Plan Amendment ($1,000)
	Final Plat up to 20 lots ($450)		Vacation ($500)
	Final Plat 21 to 40 lots ($600)	X	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)

Build a machinery building to store equipment, tractors, baler, rake, etc. ~~THIS WILL CLEAN UP MY YARD AND IMPROVE YARD~~ appearance.

Engineer/Surveyor			Property Owner or Applicant		
Name			Name MYRON SCHMIDT		
Address			Address [redacted]		
City	State	Zip	City MANDAN	State ND	Zip 58554
email			[redacted]		
Phone	Fax		Phone [redacted]	Fax N/A	

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

Location		Type		Existing Zone	Proposed Zone	Project Name
City	ETA	New	Addition	R7	R7	

Property Address	Legal Description
5405 Highland Road N	Lots 1 + 2, Block 1
Current Use	
	North Prairie Second Subdivision
Proposed Use	
	Section 8 / Township 139 / Range 81

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking
6.78 AC					

Print Name	Signature	Date
	[signature]	11-21-2025

Office Use Only			
Date Received:	Initials: YM	Fees Paid: $400	Date 11-21-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Additional Submittals

Variance

A zoning variance application shall include a detailed statement with the following information:

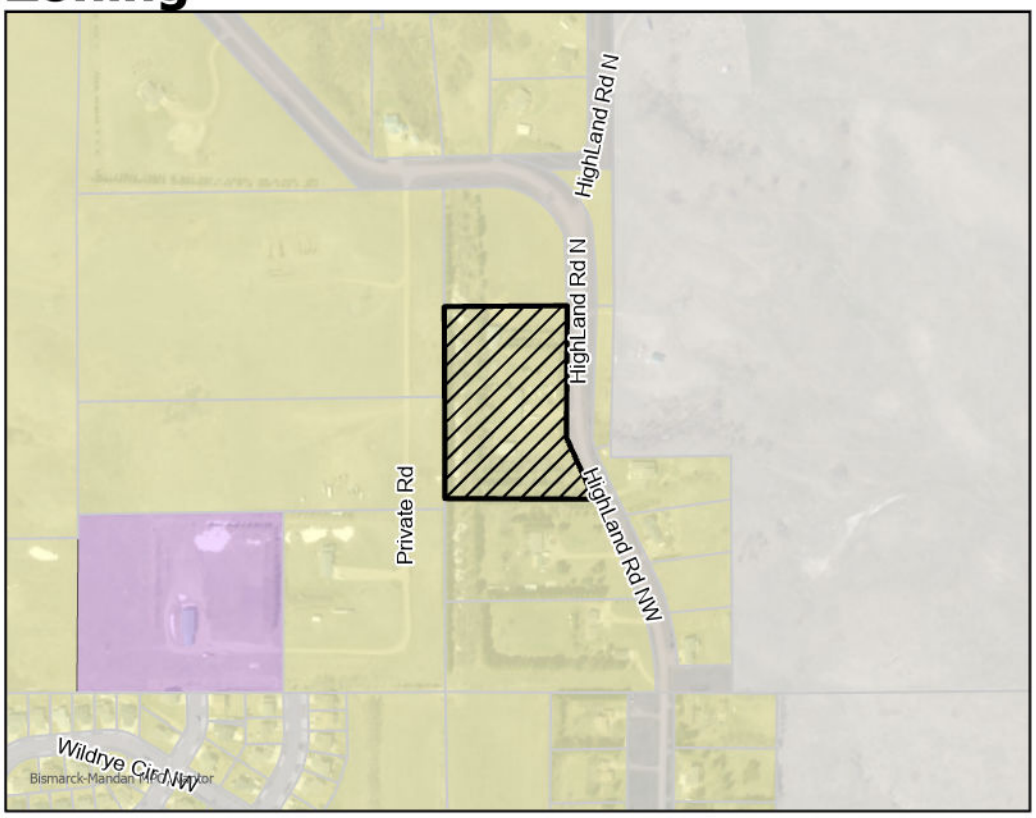
1. The circumstances or conditions applying to the land or buildings for which the variance is sought To store machinery & equipment inside to Protect from the elements and improve yard Appearance. this would allow to cut grass and prevent weed growth. Equipment would include Tractors, HAYBINE, Baler, rake, mower, skid steer and Attachments.
2. How the applicant is deprived of a reasonable use of said land or building;
   The Location is too small for becoming a residential Lot, However, It's a good fit for a storage building for my Equipment.
3. How the grant of a variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
   The building would be Located Far enough away from any easements and property boundry. the location would be surrounded by trees and mostly out of sight.
4. The minimum variance that will accomplish the relief sought.
   the minimum size building should be 50' x 100', I'm Looking at a 60' x 120' as an option.

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

Zoning and Future Land Use Reference Map

North Prairie 2nd

Zoning



Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
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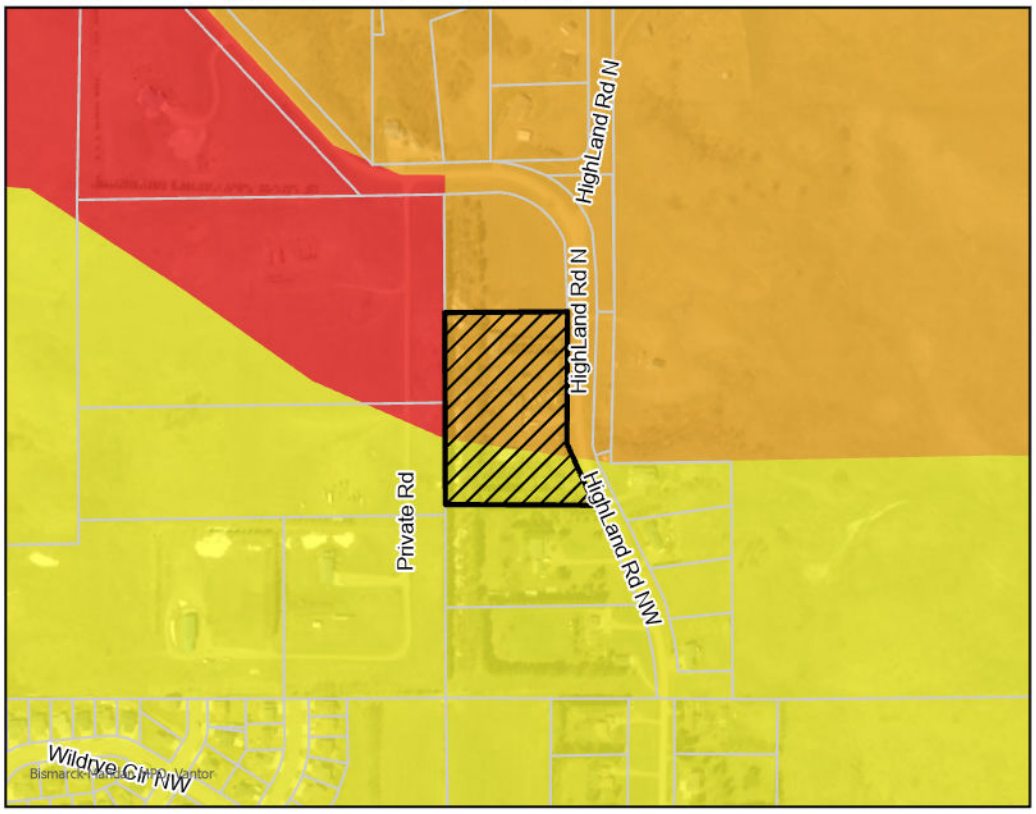
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- Proposed Site

Future Land Use Plan



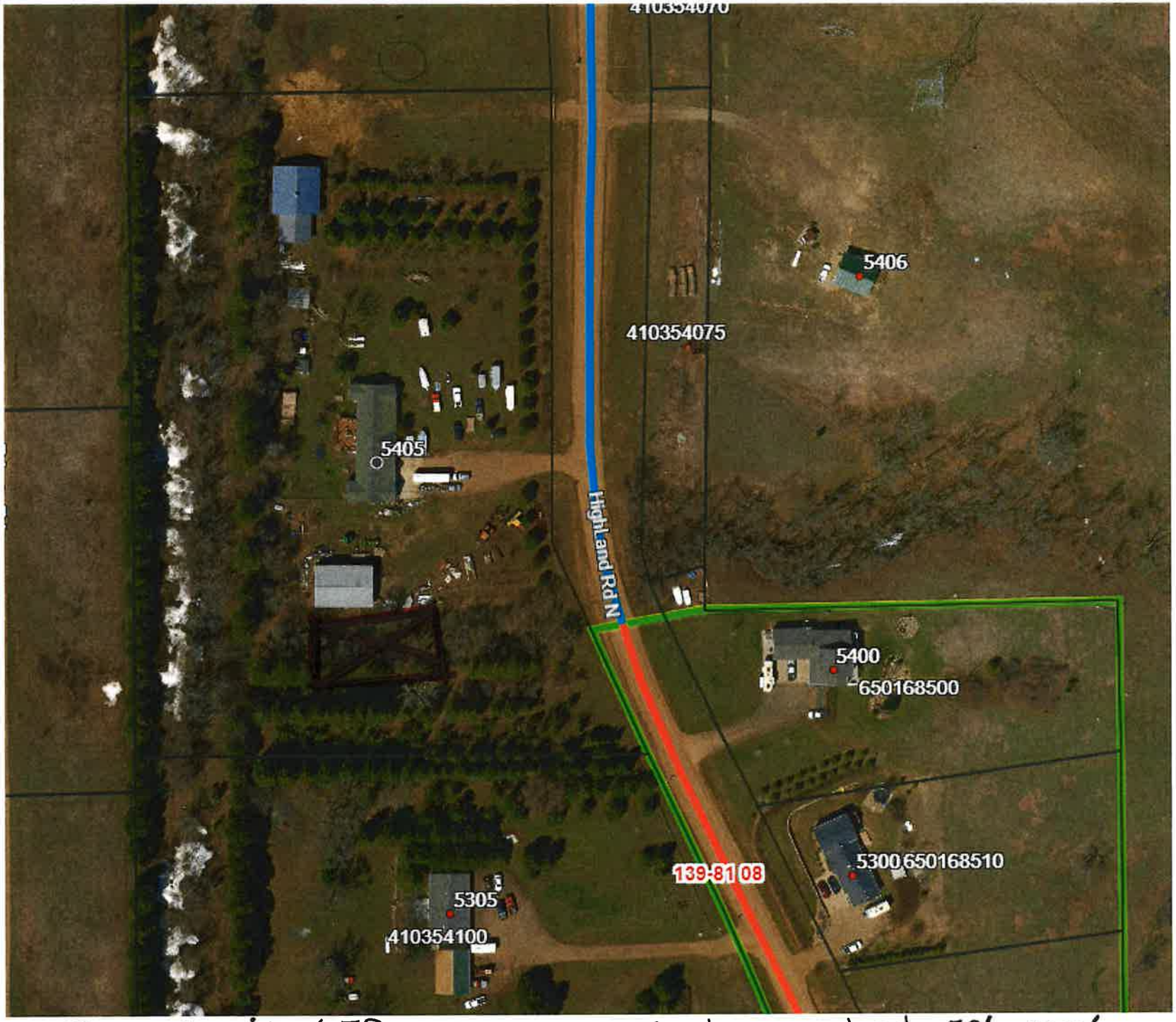
Future Land Use Plan Key

- 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

0 0.1 0.2 0.4 Miles

N

City of Mandan
Planning Department
11/24/25



Property is 6.78 acres. Machine shed 50' x 100'

NORTH PRAIRIE SECOND SUBDIVISION

AUDITOR'S LOT C OF THE NORTHWEST 1/4 SECTION 8, T. 139 N., R. 81 W. MORTON COUNTY, NORTH DAKOTA

LYING WITHIN THE ONE MILE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANDAN, NORTH DAKOTA

DOC. NO. 345452
MIC.
TRACT
7-22-97
3:08 P.M.
Mary Stewart
R.O.D's

DESCRIPTION

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, MORE FULLY DESCRIBED AS FOLLOWS.

BEGINNING ON THE EAST LINE OF THE NORTHWEST 1/4, 602.34 FEET NORTH OF THE CENTER OF SECTION 8, AT THE NORTHEAST CORNER OF PATIENCE SUBDIVISION, MORTON COUNTY, NORTH DAKOTA; THENCE NORTH 0 DEGREES 17 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4, A DISTANCE OF 2017.28 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 18 MINUTES 11 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1653.52 FEET TO THE NORTHEAST CORNER OF NORTH PRAIRIE SUBDIVISION; THENCE SOUTH 43 DEGREES 09 MINUTES 10 EAST, ALONG THE EAST LINE OF SAID NORTH PRAIRIE SUBDIVISION, A DISTANCE OF 1252.01 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 31 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 249.66 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 1063.91 FEET TO THE NORTHWEST CORNER OF PATIENCE SUBDIVISION; THENCE SOUTH 89 DEGREES 45 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF PATIENCE SUBDIVISION, A DISTANCE OF 553.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 40.00 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 16th DAY OF June, 1997, 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 WHEREON ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

TERRIL BERNHARDT – CHAIRMAN

STEVE HOAGLUND – 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 EASEMENTS AS SHOWN THEREON AND 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 PREVIOUSLY PLATTED PROPERTIES THAT LIE WITHIN THE BOUNDARIES OF THE ANNEXED PLAT. THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 17 DAY OF June 1997.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE 17th DAY OF June, 1997.

ROBERT DYKSHOORN – MAYOR

ATTEST – KEVIN CHRIST
CITY AUDITOR

SURVEYOR'S CERTIFICATE

I, LARRY J. SMITH, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON AUGUST 23, 1996, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

LARRY J. SMITH REGISTERED LAND SURVEYOR 2363 NORTH DAKOTA

STATE OF NORTH DAKOTA)
SS)
COUNTY OF BURLEIGH)

ON THIS 11th DAY OF July, 1997, BEFORE ME PERSONALLY APPEARED LARRY J. SMITH, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATIENCE, NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES AUGUST 24, 1998

APPROVAL OF CITY ENGINEER

I, THOMAS R. LITTLE, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "NORTH PRAIRIE SECOND SUBDIVISION" MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

THOMAS R. LITTLE
CITY ENGINEER

THOMAS R. LITTLE REGISTERED PROFESSIONAL ENGINEER 1530 NORTH DAKOTA

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MYRON F. SCHMIDT AND CARRIE L. SCHMIDT, BEING THE OWNER'S AND PROPRIETORS OF THE PROPERTY SHOWN ON THE ANNEXED PLAT HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "NORTH PRAIRIE SECOND SUBDIVISION" MORTON COUNTY, NORTH DAKOTA AND DO SO DEDICATE STREETS AS SHOWN HEREON INCLUDING ALL SEWER, CULVERTS, WATER AND GAS DISTRIBUTION LINES AND OTHER PUBLIC UTILITY LINES, WHETHER SHOWN HEREON OR NOT, TO THE PUBLIC USE FOREVER.

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

MYRON F. SCHMIDT

CARRIE L. SCHMIDT

STATE OF NORTH DAKOTA)
SS)
COUNTY OF)

ON THIS 11th DAY OF July, 1997, BEFORE ME PERSONALLY APPEARED MYRON F. SCHMIDT AND CARRIE L. SCHMIDT KNOWN TO ME TO BE THE OWNERS THAT ARE DESCRIBED IN AND THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

DAVE PATIENCE NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES 8/24/98

Approved by Morton County Auditor's Office
Paul E. Trauger, County Auditor
By: Kathy Krance Deputy
Date: 7-22-97

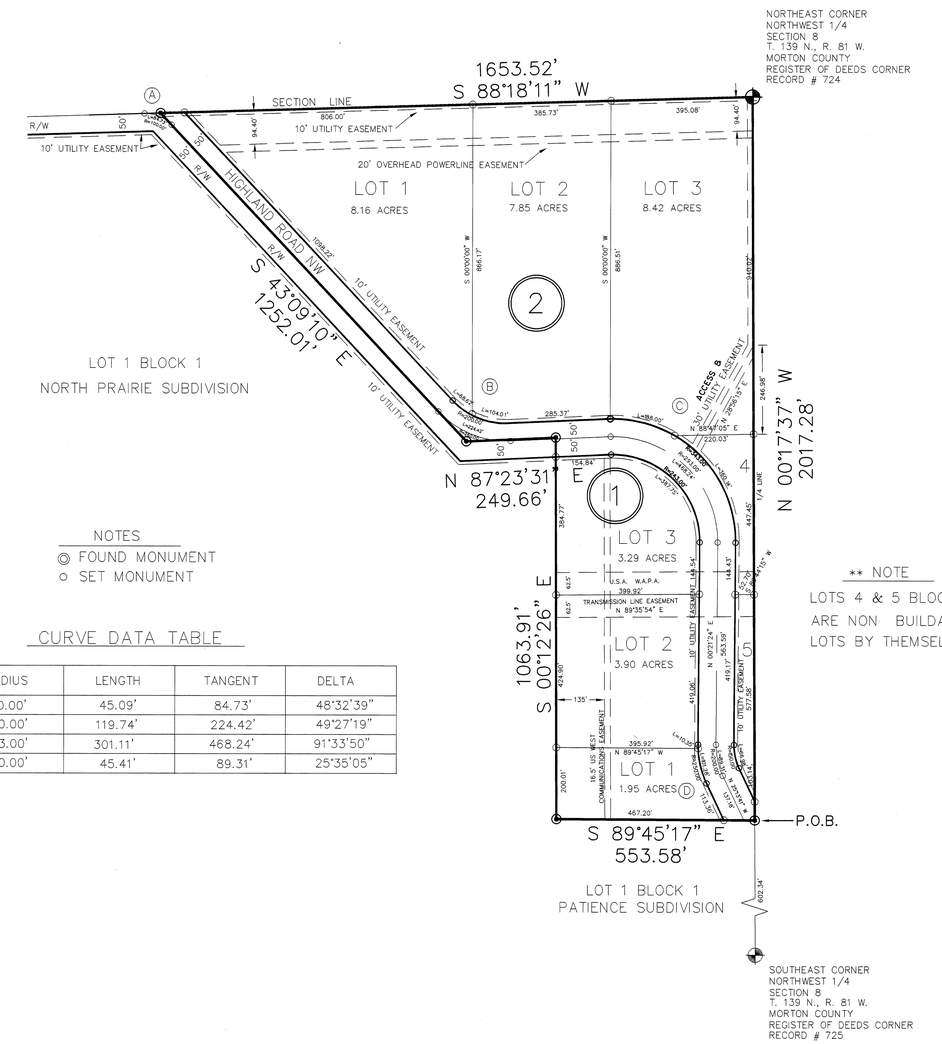
Auditor's Office, Morton Co., N.D.
Delinquent Taxes and Special Assessments or instruments of Special Assessments, Paid and Transfer Accepted
7-22-97
PAUL E. TRAUGER, County Auditor
By Kathy Krance, Deputy

41-31200

$10.00 P.U.

SCALE 1" = 200'
MAY 12, 1997
REVISED JULY 9, 1997

0 100' 200'



AREA TABLE

LOTS	35.10 ACRES
STREETS	4.90 ACRES
TOTAL	40.00 ACRES

LOT 1 BLOCK 1	1.95 ACRES
LOT 2	3.90 ACRES
LOT 3	3.29 ACRES
LOT 1 BLOCK 2	8.16 ACRES
LOT 2	7.85 ACRES
LOT 3	8.42 ACRES
LOT 4	0.87 ACRES
LOT 5	0.66 ACRES

NOTES

◎ FOUND MONUMENT
○ SET MONUMENT

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
A	100.00'	45.09'	84.73'	48°32'39"
B	260.00'	119.74'	224.42'	49°27'19"
C	293.00'	301.11'	468.24'	91°33'50"
D	200.00'	45.41'	89.31'	25°35'05"

** NOTE

LOTS 4 & 5 BLOCK 2
ARE NON BUILDABLE
LOTS BY THEMSELVES

SWENSON, HAGEN & CO. P.C.
PLANNING CIVIL ENGINEERING SURVEYING
SITE DESIGN CONSTRUCTION MANAGEMENT
909 BASIN AVE P.O. BOX 1135 (701) 223-2600
BISMARCK, N.D. 58504 FAX (701) 223-2606

C:\FILEMAPA\R2A

Planning & Zoning Commission

Agenda Documentation

MEETING DATE:	December 22, 2025
PREPARATION DATE:	December 15, 2025
SUBMITTING DEPARTMENT:	Planning
DEPARTMENT DIRECTOR:	Jim Neubauer
PRESENTER:	Jordan Singer, Building Official
SUBJECT:	Consider an amendment to a Special Use Permit by amending the proposed site plan for 2600 Marina Road SE.

STATEMENT/PURPOSE:
Monte Gawryluk requests consideration of an amendment to a Special Use Permit, to amend the site plan for Lot 1, Block 1, Bridgeview Bay Addition. The property is located at 2600 Marina Road SE. The amendment seeks to update the approved site, building and landscape plan originally approved via Special Use Permit on September 17, 2024.

BACKGROUND/ALTERNATIVES:
Property History
The property, located at 2600 Marina Road SE, is currently zoned CB - Business Commercial.

The existing special use permit was approved at the September 17, 2024 City Commission meeting. The initial application, submitted in December 2023, was recommended for approval, contingent upon resolving site plan issues at the May 2024 Planning & Zoning Commission meeting. The applicant then requested a variance at the August 26, 2024, meeting of the Planning and Zoning Commission. In August, the commission delayed a decision on the zoning variance, which sought a reduced-width screening buffer between the property and a neighboring residential lot, as required by the city's gateway/buffer ordinance. By September 2024, new proposed changes to the site plan meant a variance was no longer needed.

The special use permit was approved by City Commission on September 17, 2024. That permit allowed for the construction of multi-use shops, specifically for three (3) structures with 18 multiuse shop condos on the property:

- One structure (north) with 7 units

- One structure (east) with 6 units
- One structure (south) with 5 units

The landscape buffer to the south shows 2 rows of conifers in 30 feet of open space as well as a proposed fence.

While the applicant is not reducing the total number of units, nor the number of units per structure, they are proposing to change the number of units each structure contains. In particular, the east structure moves from 6 units to 7 units, increasing the building size, while the north and south units end up with 5 units and 6 units.

The required buffer area to the south remains at 30'.

The change in development pattern requires this update to the Special Use Permit.

Amended Special Use Permit Request

The applicant provided answers to the required questions below with their special use permit application, which can be found in the packet.
1. Will the proposed use be designed, constructed, operated, and maintained so as to be compatible in appearance with the existing or intended character of the neighborhood?
2. Will the proposed use involve activities, processes, materials, equipment, or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare, or odors?
3. Will the hours of operation of the proposed use be different than the adjacent uses?
4. Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?
5. Will the site of the proposed use have sufficient area to provide the parking required for the use?
6. Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district?

Staff Review
Staff note concerns regarding applicant continuing to meet other requirements in the original special use permit.

Adjacent Properties Zoning, Land Use and Future Land Use

- Current and proposed zoning is CB - Commercial and the property is within the Gateway Overlay district.

- Adjacent properties to the north are zoned RM – Residential and CB – Commercial and consist of a marina and restaurant. To the west the property is a CB – Commercial zoned marine sales dealership and to the southwest an RM – Residential zoned multifamily residential development. To the south, there are single-family homes zoned R7 – Residential. The property is immediately on the west bank of the Missouri River.
- The City's Future Land Use Plan recommended commercial development on this property. The proposed land uses have been declared to be commercial and personal recreation/storage.

Additional Information and Public Outreach

- Application and fee of $450 was received on August 22, 2025.
- Letters were sent to 6 adjacent property owners.
- Staff has received phone calls with concerns regarding the request. It is believed that an email was or is to be sent to the Planning Commissioners regarding concerns with this request.

Findings of Fact
Special Use Permit

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

Will the proposed use involve activities, processes, materials, equipment, or conditions of operation that will be incompatible with the neighborhood due to the production of traffic, noise, smoke, fumes, glare, or odors? *No*

Uses are limited to CB – Commercial district per the original special use permit, with noise-producing business-related activities limited to between 6:00am and 10:00pm.

Will the hours of operation of the proposed use be different than the adjacent uses? *Details found in condominium declaration on specific hours of operation.*

Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses? *No*

Will the site of the proposed use have sufficient area to provide the parking required for

the use? *Yes*

Will the proposed use require adjustments to the normal lot size, height, and setback requirements of the district? *No*

ATTACHMENTS:

1. Application_Redacted
2. Additional Submittal
3. Monte Gawryluk consent to proceed
4. Location Map
5. Site Layout - 8.5 x 11
6. Missouri Landing Site Plan 12-03-2025
7. Condominium Declaration - Missouri Landing Commercial Ass.

FISCAL IMPACT:
N/A

STAFF IMPACT:

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

RECOMMENDATION:
Staff recommends approval of the amendment to the special use permit by amending the proposed site plan to the proposed site plan, for 2600 Marina Road SE.

SUGGESTED MOTION:
I move to recommend approval of the amendment to the special use permit by amending the proposed site plan to the presented site plan, for 2600 Marina Road SE.

CITY OF MANDAN			
Development Review Application			
	Minor Plat ($300)		Zone Change ($600)
	Preliminary Plat up to 20 acres ($450)		Planned Unit Development ($700)
	Preliminary Plat more than 20 acres ($500)		Land Use and Transportation Plan Amendment ($1,000)
	Final Plat up to 20 lots ($450)		Vacation ($500)
	Final Plat 21 to 40 lots ($600)		Variance ($400)
	Final Plat more than 40 lots ($750)	X	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)			

Engineer/Surveyor			Property Owner or Applicant		
Name Toman Engineering Co			Name Monte Gawryluk		
Address [redacted]			Address [redacted]		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
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
City	ETA	New	Addition	CB	CB	Missouri Landing Addition

Property Address	Legal Description
2600 Marina Road SE	Lot 1 & And Lot "A" of Lot 2
Current Use	
	Block 1, Bridgeview Bay Addition
Proposed Use	
Commercial Flex Space	Section 6 / Township 138 / Range 80

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking
2.17 ac					

Print Name	Signature	Date
Monte Gawryluk	Monte Gawryluk	8/22/25

Office Use Only			
Date Received:	Initials: nm	Fees Paid: $ 450	Date 8-22-2025
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Additional Submittals

Conditional-Special Use Permit

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

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

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

    Yes we have designed the buildings to enhance the area.

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

    No

    c. Will the hours of operation of the proposed use be different than the adjacent uses? No

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

No

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

Yes parking is sufficient

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

No we plan to adhere to existing requirements

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

Nancy R. Moser

From: monte gawryluk <montegawryluk@hotmail.com>
Sent: Friday, December 5, 2025 3:13 PM
To: Nancy R. Moser
Subject: Application

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

Hi Nancy
Please use our application from the August meeting. Thank you Monte

Get Outlook for iOS

Zoning and Future Land Use Reference Map

CITY OF MANDAN
WHERE THE WEST BEGINS

Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
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- Residential - County Residential Zoning
- ROW - Right-of-Way
- January '24 Planning Items

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

Future Land Use Plan

0 0.07 0.15 0.3 Miles

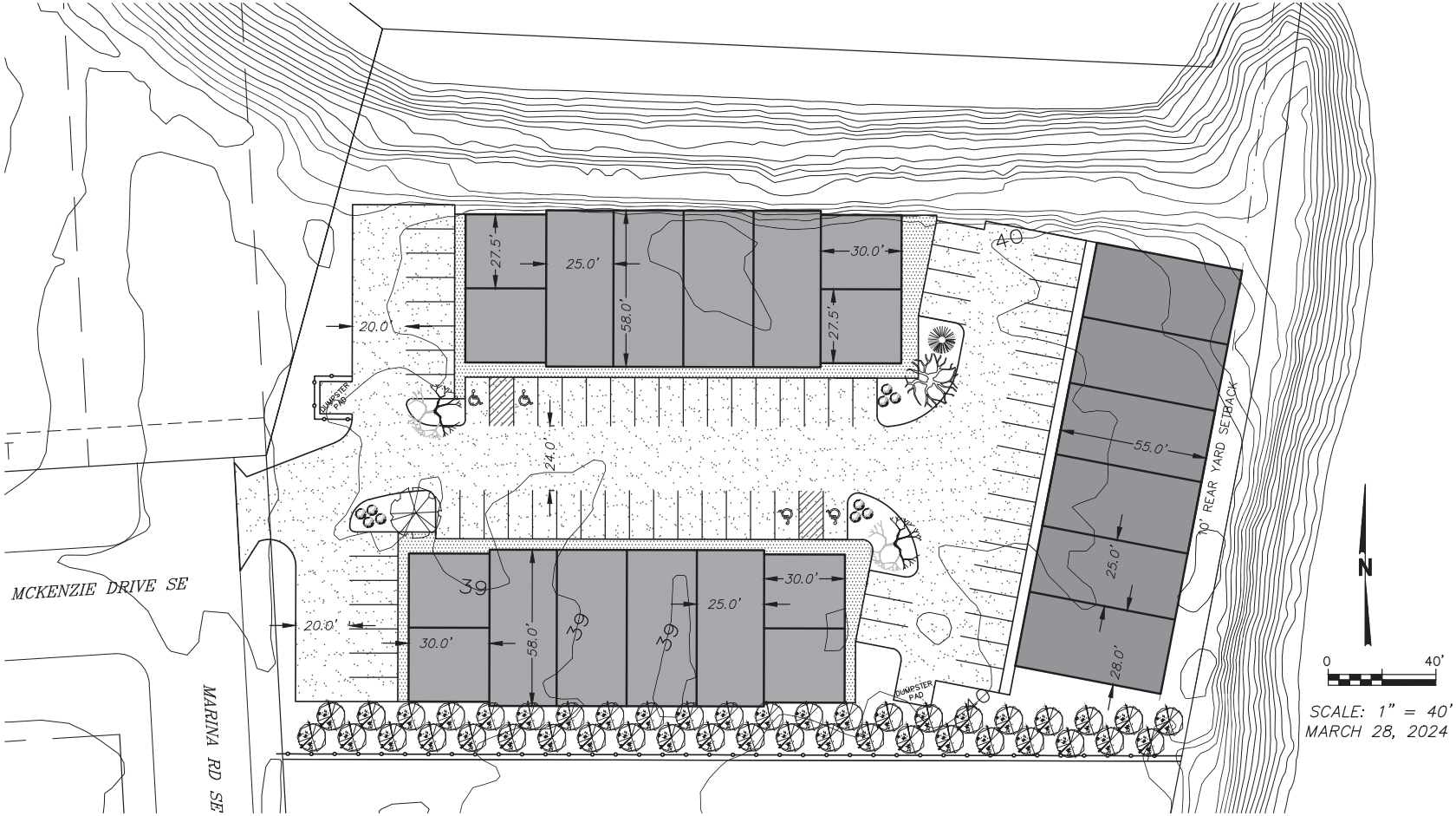
N

City of Mandan
Planning Department

MISSOURI POINT COMMERCIAL FLEX

LOT 1 BLOCK 1 BRIDGEVIEW BAY ADDITION

MANDAN, ND



MISSOURI LANDING
SITE IMPROVEMENTS
MANDAN, NORTH DAKOTA

INDEX OF DRAWINGS

SHT NO	TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	PROPOSED UTILITIES
5	PROPOSED STORM SEWER
6	PROPOSED LANDSCAPING
7	PROPOSED GRADING
8	DETAILS
9	CONSTRUCTION NOTES

DESIGN ENGINEER'S CERTIFICATE

I, DAVID J. THOMPSON, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE PLANS FOR LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION, MANDAN, NORTH DAKOTA WERE PREPARED UNDER MY SUPERVISION AND ARE COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DAVID J. THOMPSON
REGISTERED
PROFESSIONAL
PE-2671
ENGINEER
NORTH DAKOTA

DAVID J. THOMPSON, P.E.
REGISTERED PROFESSIONAL ENGINEER
NORTH DAKOTA REGISTRATION NO. 2671

REVISED 12/03/2025

TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923

MISSOURI LANDING
2600 MARINA ROAD SE
MANDAN, NORTH DAKOTA

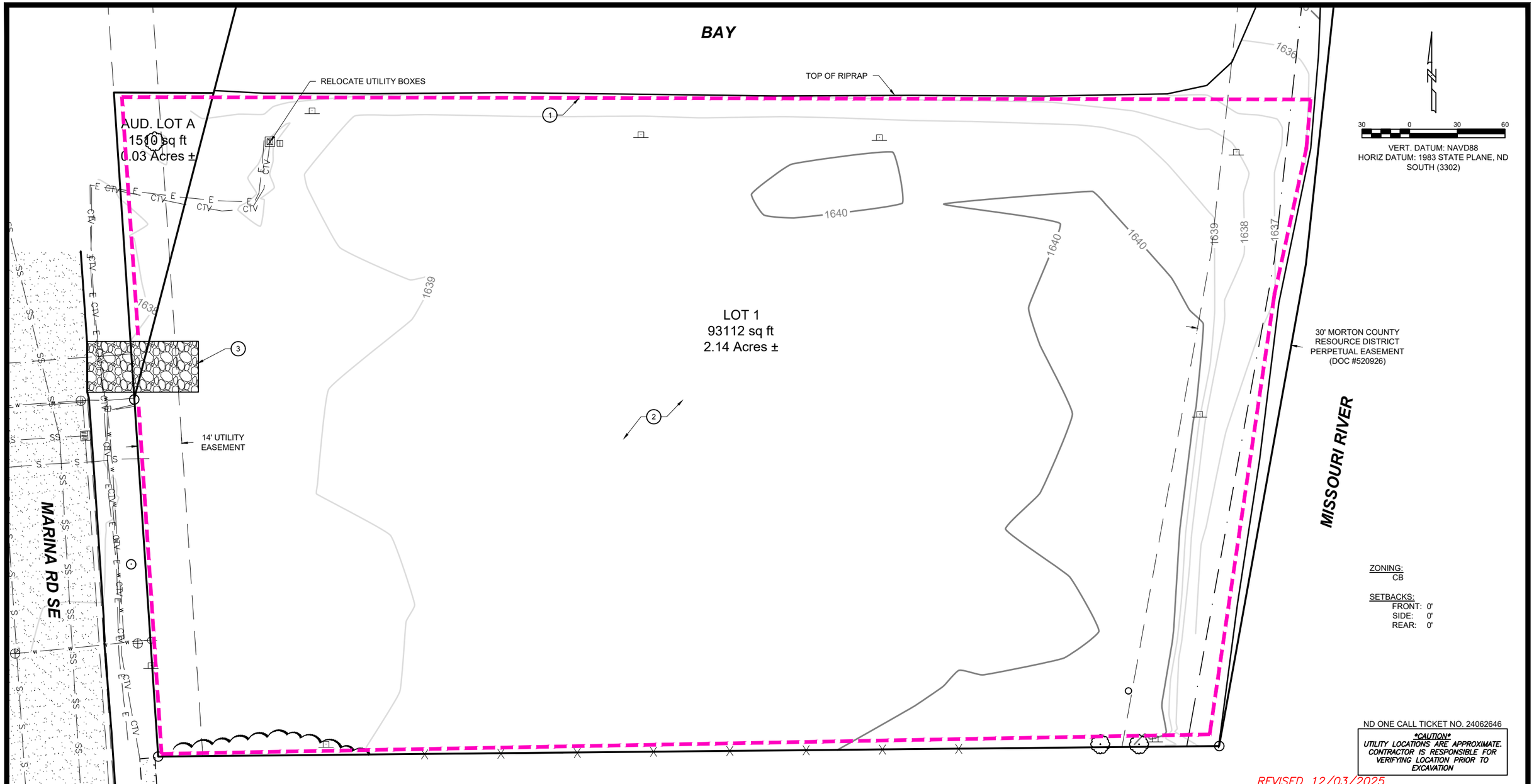
LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 1 OF 9 *AUGUST, 2024*

TITLE SHEET

CAUTION
UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION PRIOR TO EXCAVATION

H:\Projects\7000\70277 Missouri Landing\01 70277 Title Sheet.dwg, 12/3/2025 3:58:59 PM, 1:2



ZONING:
CB

SETBACKS:
FRONT: 0'
SIDE: 0'
REAR: 0'

ND ONE CALL TICKET NO. 24062646

CAUTION
UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION PRIOR TO EXCAVATION

1. INSTALL SINGLE FIBER ROLL ALONG ALL SIDES OF PROPOSED IMPROVEMENTS. EROSION CONTROL SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES. - SEE DETAIL ON SHEET 8
2. REMOVE & RELOCATE EXISTING TOPSOIL - CONTRACTOR MAY REUSE TOPSOIL FOR PROPOSED GREEN AREAS IF PROPERLY PROCESSED.
3. ROCK ENTRANCE TO BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

LEGEND

- EXISTING CURB STOP
- EXISTING GATE VALVE
- EXISTING YARD LIGHT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING SIGN
- EXISTING CLEANOUT
- EXISTING CURB & GUTTER
- W — W EXISTING 10" PVC WATERMAIN
- S — S EXISTING 8" PVC SEWERMAIN
- s — s EXISTING 4" PVC SEWER SERVICE
- w — w EXISTING 2" WATER SERVICE
- E — E EXISTING UNDERGROUND ELECTRIC
- T — T EXISTING TELEPHONE
- G — G EXISTING GAS
- 1810 EXISTING CONTOUR
- EXISTING CONCRETE
- EXISTING ASPHALT
- PROPOSED SILT FENCE
- PROPOSED WATTLES

DAVID J. THOMPSON
REGISTERED
PROFESSIONAL
PE-2671
ENGINEER
NORTH DAKOTA

REVISED 12/03/2025

TOMAN ENGINEERING
70277
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923

MISSOURI LANDING
2600 MARINA ROAD SE
MANDAN, NORTH DAKOTA

LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 2 OF 9 AUGUST, 2024

EXISTING CONDITIONS

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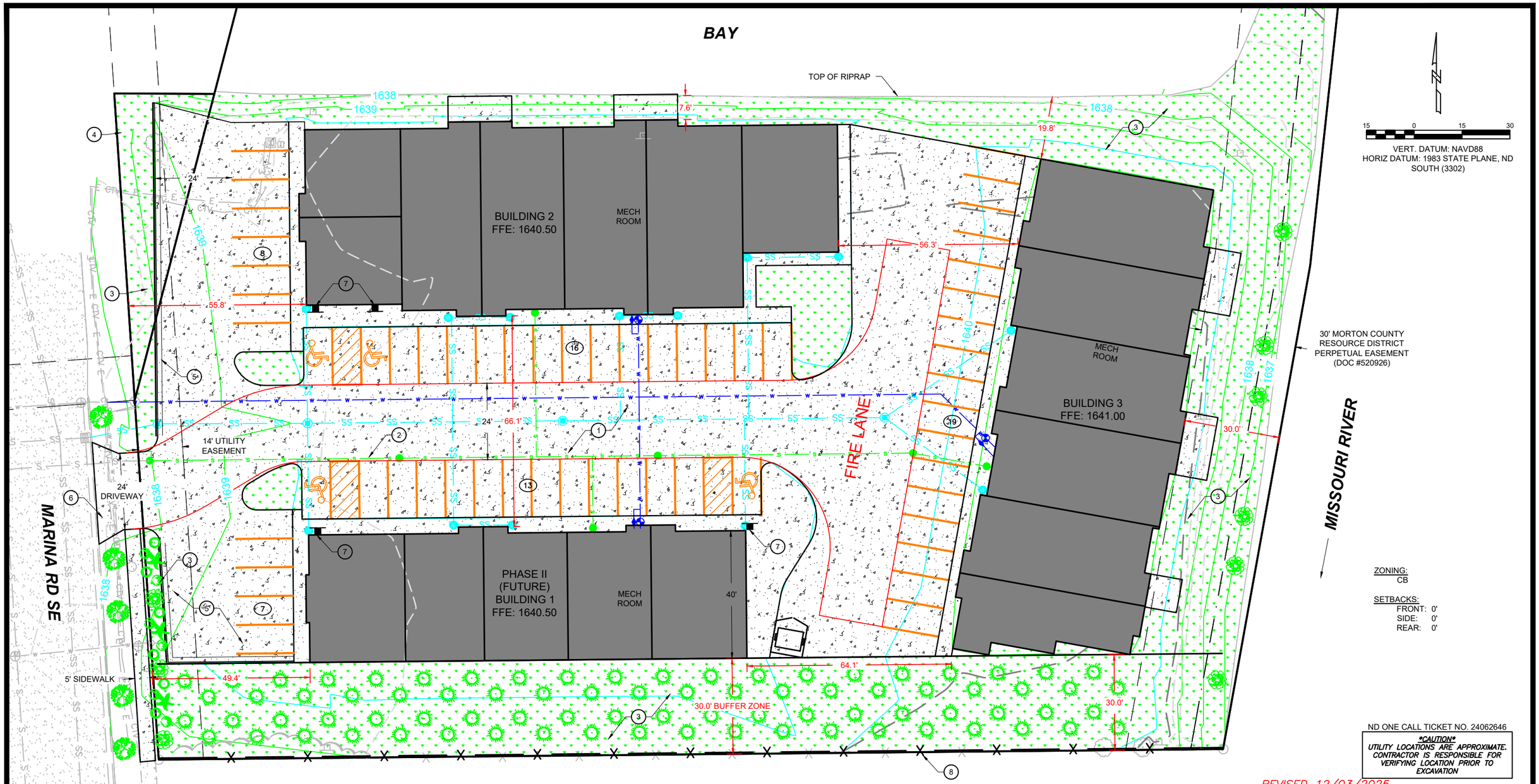

ZONING:
CB

SETBACKS:
FRONT: 0'
SIDE: 0'
REAR: 0'

ND ONE CALL TICKET NO. 24062646

CAUTION
UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION PRIOR TO EXCAVATION

1. INSTALL CONCRETE PAVEMENT - SEE DETAIL ON PLAN SHEET 8
2. TYPICAL STRIPING - CONTRACTOR TO STRIPE ENTIRE PARKING LOT AFTER PAVEMENT OPERATIONS ARE COMPLETE AS PER LAYOUT ON PLAN SHEETS
3. LANDSCAPING GREEN AREA - SEE PLAN SHEET 5
4. 8' DUMPSTER WITH DUMPSTER SCREENING - SHALL BE 6' TALL WITH WOOD STRUCTURE/SIDING TO MATCH THE BUILDING. SEE ARCHITECTURAL DRAWINGS.
5. INSTALL CURB & GUTTER
6. INSTALL CONCRETE APRON
7. HANDICAP SIGN ON BUILDING OR POST
8. INSTALL FENCE 6" NORTH OF PROPERTY LINE

LEGEND

- (#) PARKING STALL COUNT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED GRASS
- PROPOSED LANDSCAPE TREE/SHRUB (SEE SHEET 6 FOR LANDSCAPING)
- PROPOSED SANITARY CLEANOUT
- s — s PROPOSED SANITARY SEWER SERVICE
- w — w PROPOSED WATER SERVICE
- PROPOSED GATE VALVE
- PROPOSED CURB STOP
- SS PROPOSED STORM SEWER
- PROPOSED STORM DRAIN BASIN

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REVISED 12/03/2025

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MISSOURI LANDING
2600 MARINA ROAD SE
MANDAN, NORTH DAKOTA

LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 3 OF 9 AUGUST, 2024

PROPOSED CONDITIONS

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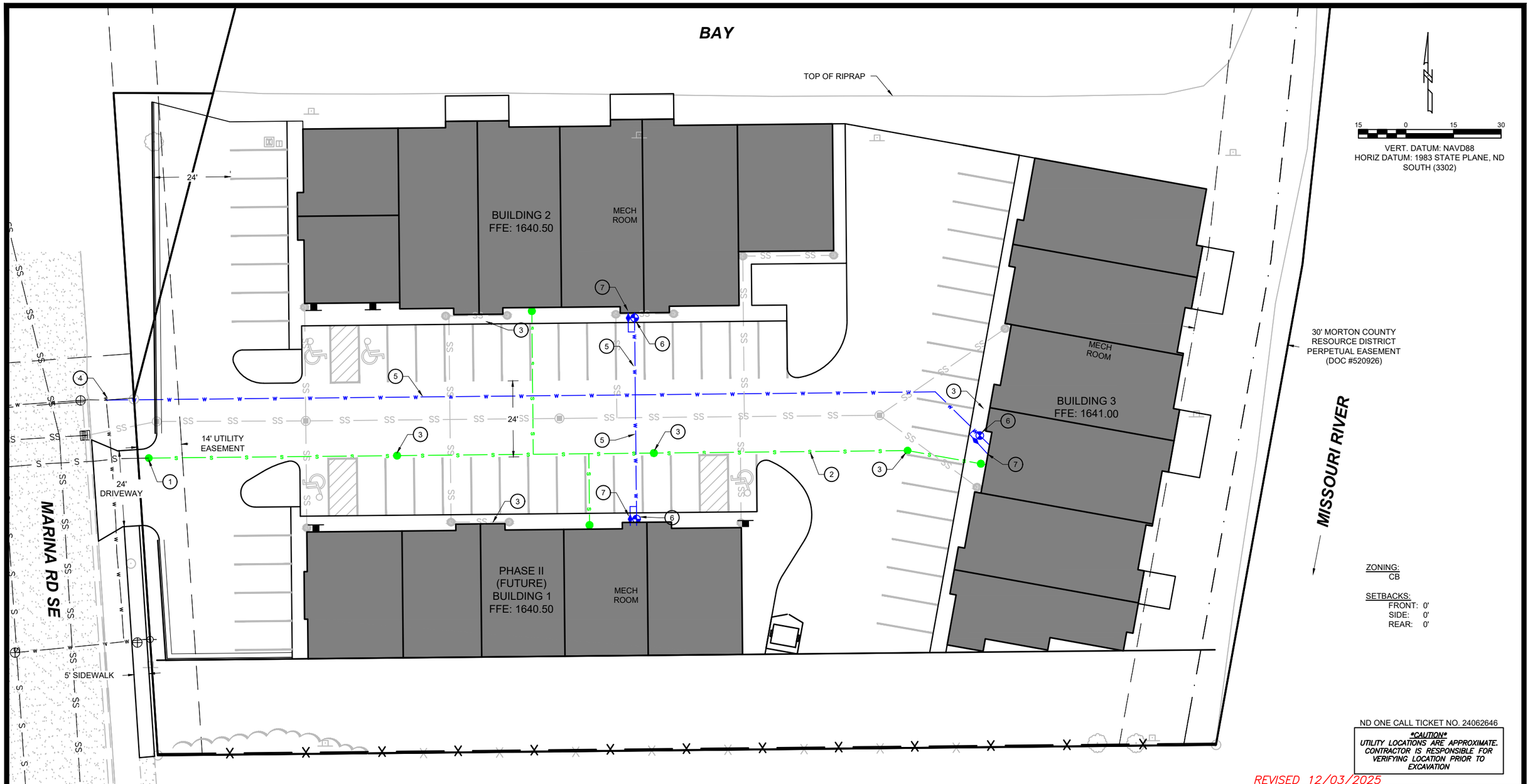

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SANITARY SEWER SERVICE:
1. CONNECT TO EXISTING 6" PVC SEWER SERVICE USING 6" PVC & INSTALL 6" CLEANOUT & CASTING, INV:1625.87 (VERIFY EXACT LOCATION AND ELEVATION IN THE FIELD).
2. INSTALL 6" SEWER SERVICE AT 1% MINIMUM
3. INSTALL 6" CLEANOUT & CASTING

WATER SERVICE:
4. CONNECT TO EXISTING WATERMAIN.
5. INSTALL 4" WATERMAIN
6. INSTALL 4" FIRELINE W/ 4" GATE VALVE.
7. INSTALL 2" WATER SERVICE W/ 2" CURB STOP TO EACH UNIT.

LEGEND

- PROPOSED SANITARY CLEANOUT
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED CURB STOP
- PROPOSED GATE VALVE
- PROPOSED WATER SERVICE

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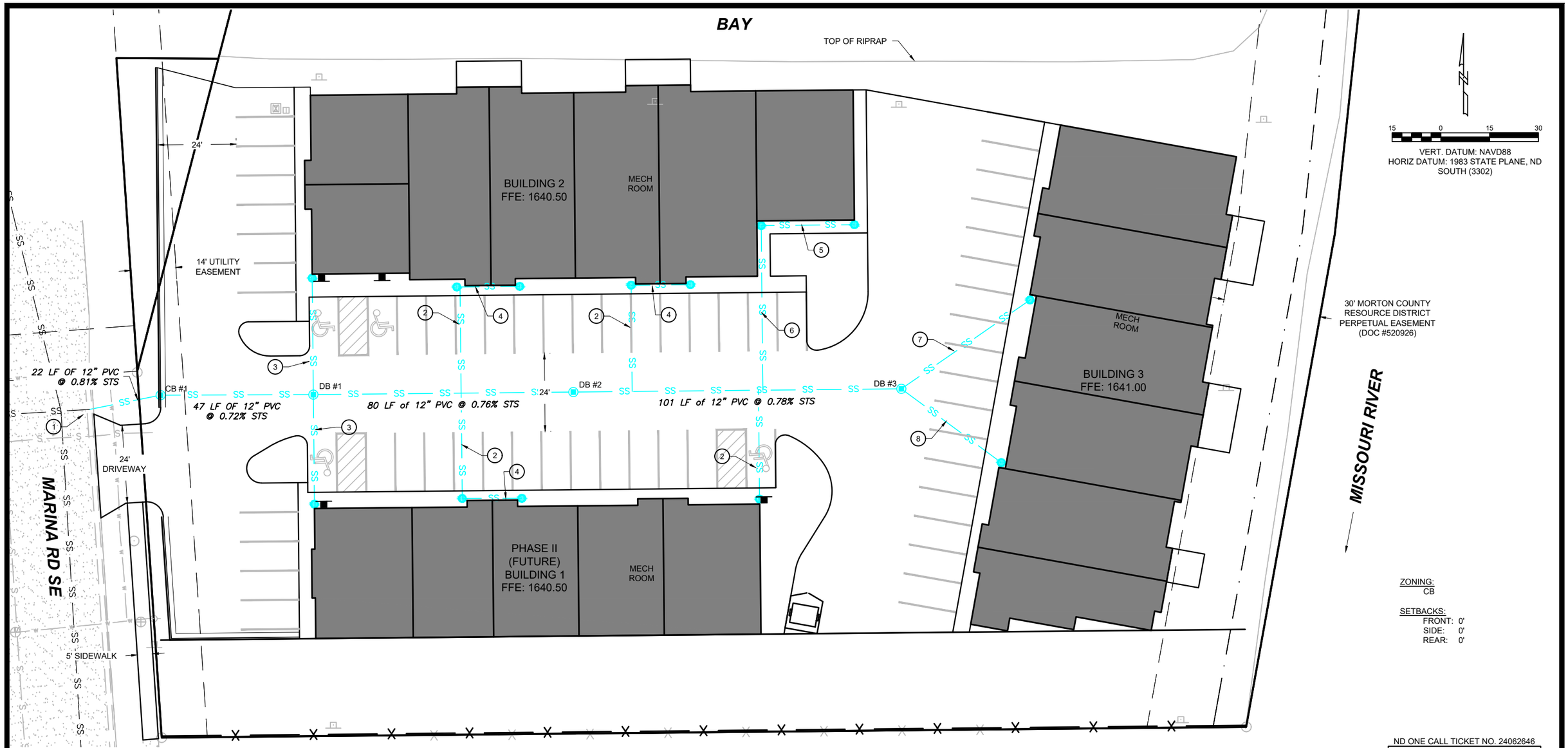
SHEET 4 OF 9 AUGUST, 2024

PROPOSED UTILITIES



ZONING:
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SETBACKS:
FRONT: 0'
SIDE: 0'
REAR: 0'

STORM SEWER
1. TIE TO EXISTING CATCH BASIN. CORE HOLE ON EAST SIDE.
2. INSTALL 33 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER
3. INSTALL 35 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER
4. INSTALL 18 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER.
5. INSTALL 29 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER.
6. INSTALL 51 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER.
7. INSTALL 48 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER.
8. INSTALL 38 LF 6" ADS PVC W/ 6" NYLOPLAST DRAIN BASIN FOR ROOF DRAIN & CONNECT TO STORM SEWER.

STORM SEWER DRAIN BASIN SCHEDULE

MANHOLE NO.	CB #1	FDHC-6 SEPARATOR	DB #2	DB #3
DIAMETER	18"Ø	72"Ø	18"Ø	18"Ø
CASTING TYPE	CURB INLET STANDARD	H-20 RATED STANDARD	H-20 RATED STANDARD	H-20 RATED STANDARD
CASTING SIZE	2X2	30"	18"	18"
TOP OF CASTING	1638.18	1639.10	1639.00	1639.00
INVERT N		1632.10		NE: 1633.50
INVERT E	1631.76	1632.10	1632.71	
INVERT S		1632.10		SE: 1633.50
INVERT W	1631.76	1632.10	1632.71	1633.50
FLOOR		1626.13		
SECTION LENGTH	6.42	12.97	6.29	5.50
	12" 166° 12"	6" 90° 90° 12" 12" 90° 90° 6"	12" 180° 12"	12" 147° 71° 142° 6" 6"

NOTE: ALL STORM SEWER PIPE IS ADS, DRAIN BASINS ARE NYLOPLAST.

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SHEET 5 OF 9 AUGUST, 2024

PRO. STORM SEWER

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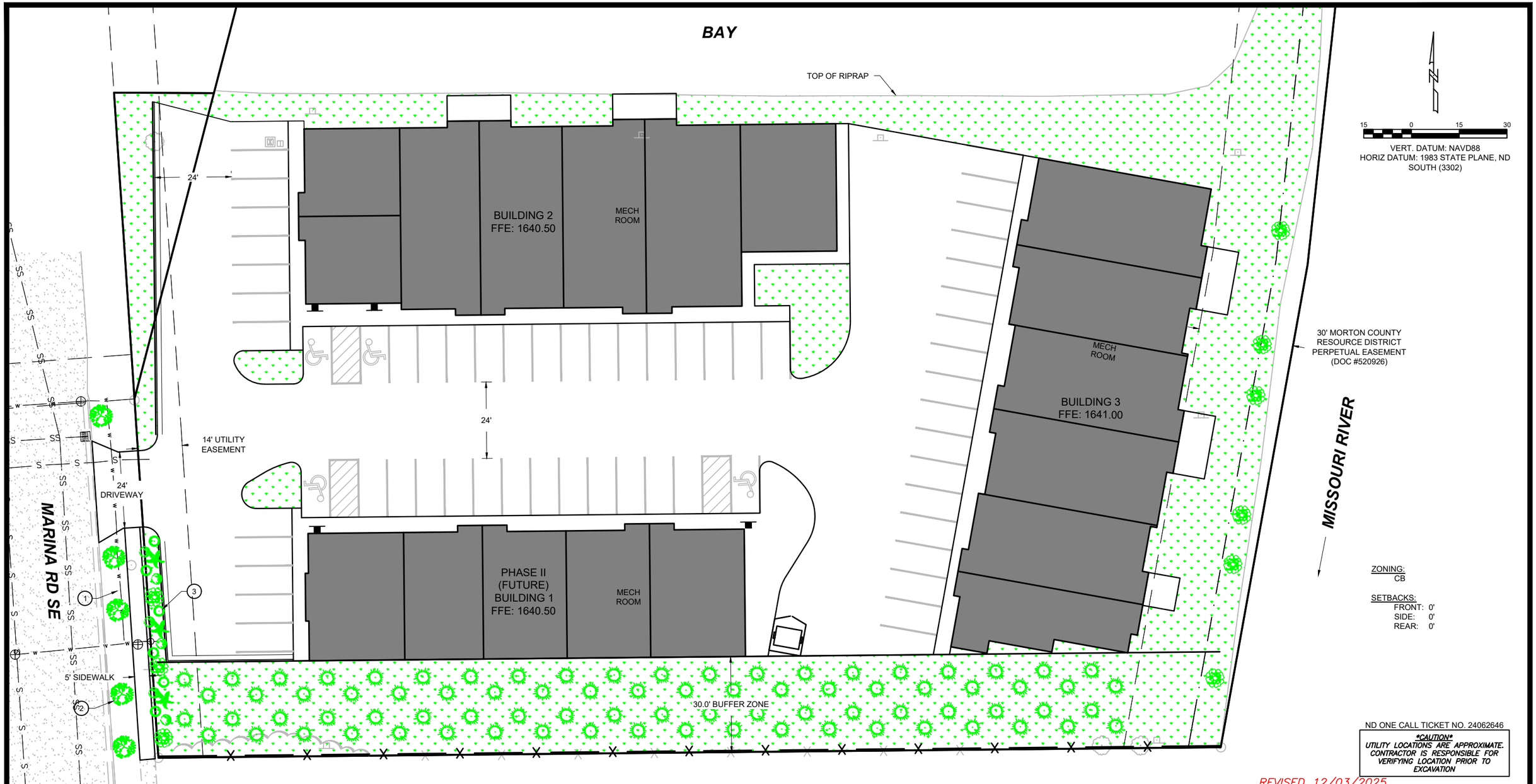

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REVISED 12/03/2025

1. BOULEVARDS SHALL BE SEEDED & HYDROMULCHED.
2. TREES SHALL HAVE MULCH INSTALLED PER CITY OF MANDAN SPECIFICATIONS.
3. SHRUB AREA TO HAVE FABRIC AND 4" OF MULCH

LEGEND

AMERICAN LINDEN
H=60', S=40'
Tilia americana
SIZE=2 GALLON, QUANTITY=5

AMUR MAPLE
H=15'-20', S=25'
Acer ginnala
SIZE=1" CALIPER, QUANTITY=7

SILVER SAGEBRUSH
H=2-5', 2-3'
Artemisia Cana
SIZE=2 GALLON, QUANTITY=3

NINEBARK
H=3-8', S=4-6'
Psycocarpus opulifolius
SIZE=2 GALLON, QUANTITY=6

ARCTIC FIRE DOGWOOD
H=3-4', S=3-4'
Cornus stolonifera "FARROW"
SIZE=2 GALLON, QUANTITY=6

WICHITA BLUE CEDAR
H=15-20', S=4-6'
Juniperus scopulorum 'Wichita Blue'
SIZE=2 GALLON, QUANTITY=80

PROPOSED GREENSPACE / SEEDING AREA

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CITY OF MANDAN, NORTH DAKOTA

SHEET 6 OF 9 AUGUST, 2024

PROPOSED LANDSCAPING

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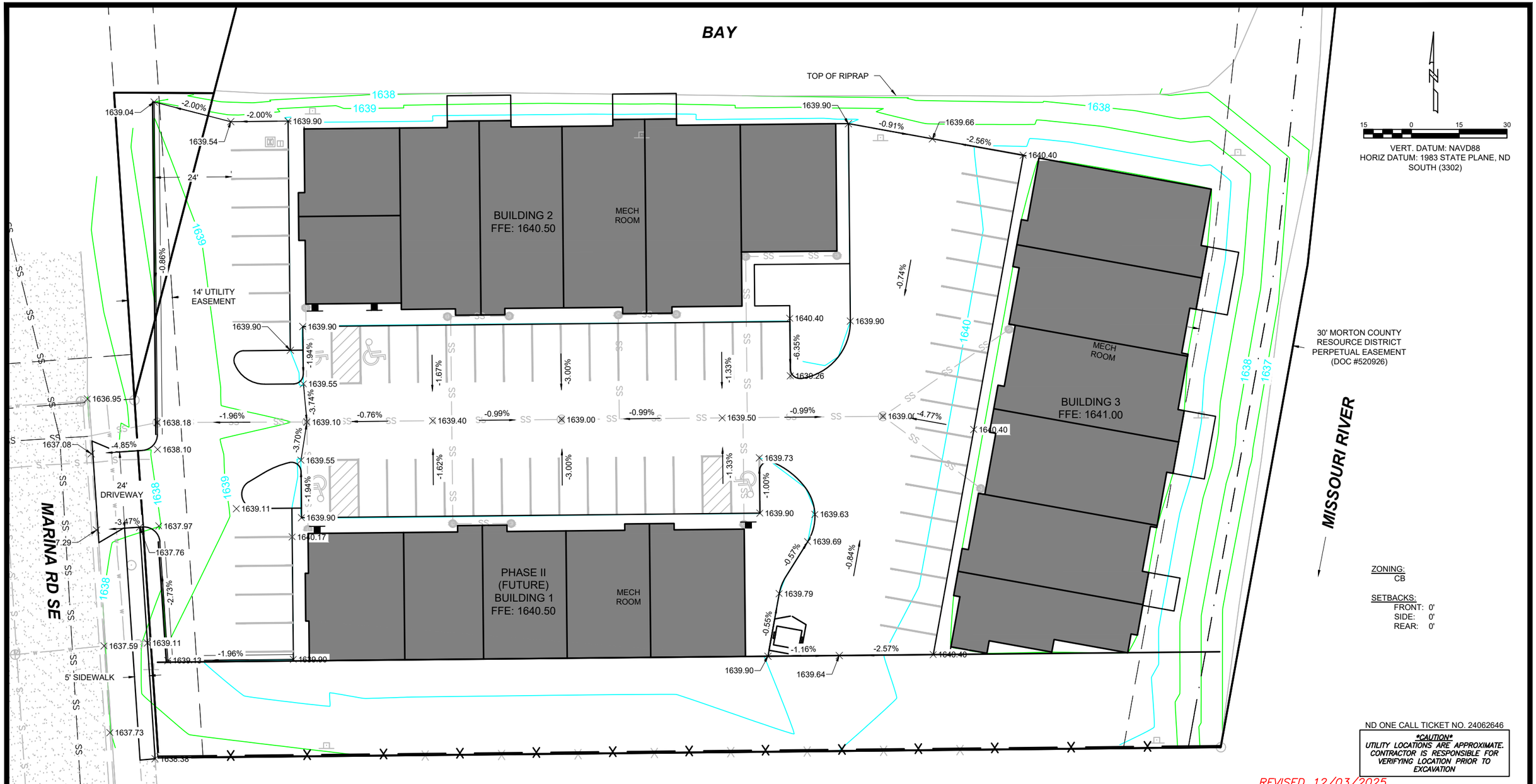

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LEGEND

1671.13 PROPOSED SPOT ELEVATION

-2.68% PROPOSED FLOW ARROW

NOTE: ALL ELEVATIONS AT FLOWLINE UNLESS OTHERWISE NOTED

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SHEET 7 OF 9 AUGUST, 2024

PROPOSED GRADING

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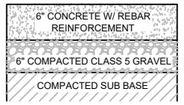
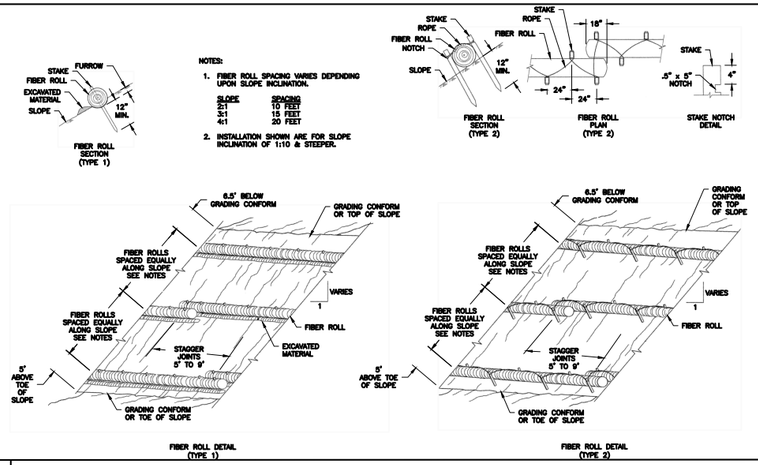


TYPICAL CONCRETE PAVEMENT SECTION (PARKING LOT)

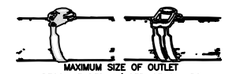
1 CONCRETE TYPICAL SECTIONS

SCALE - NTS



2 FIBER ROLL INSTALLATION

SCALE - NTS



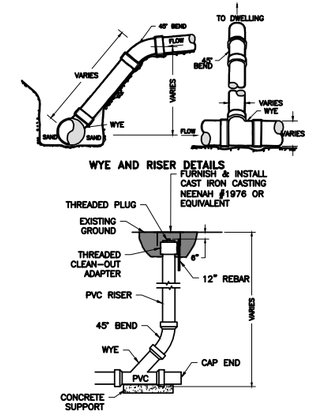
MAXIMUM SIZE OF OUTLET RECOMMENDED W/ SERVICE CLAMPS (INCHES)

NOMINAL PIPE SIZE	OUTLET SIZE SINGLE STRAP	(CLASSES 100–150–200) DOUBLE STRAP
4"	1"	1"
6"	1 1/2"	1 1/2"
10"	2"	2"
12"	2"	2"
14"	2"	2"
16"	2"	2"

SADDLES FOR PVC WATERMAIN

3 $1\frac{1}{2}$" WATER SERVICE CONNECTION

SCALE - NTS

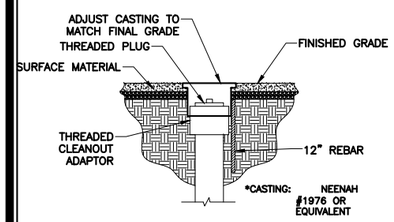


4 SANITARY SEWER WYE & CLEANOUT

SCALE - NTS

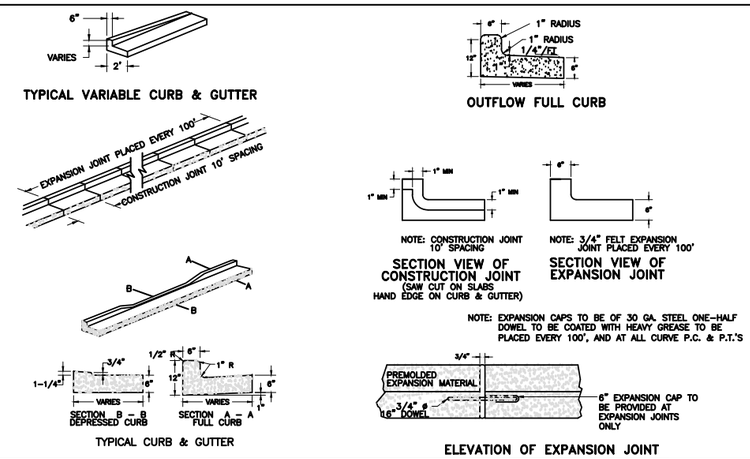
5 NO PARKING / FIRE LANE SIGN

SCALE - NTS



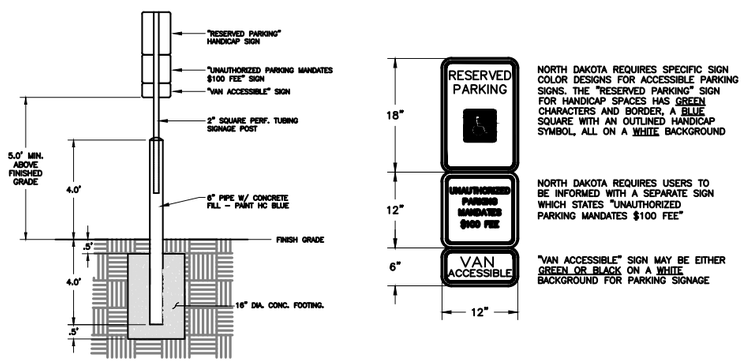
6 CLEANOUT ADJUSTMENT

SCALE - NTS



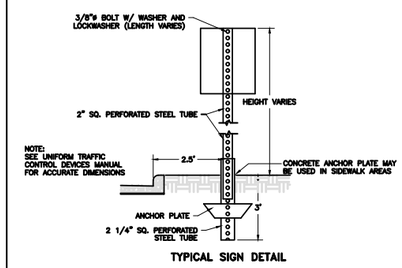
7 CURB AND GUTTER

SCALE - NTS



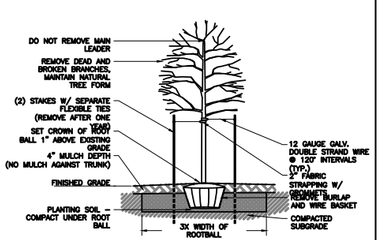
8 HANDICAP PARKING SIGNAGE (POST MOUNTED)

SCALE - NTS



9 TYPICAL SIGN

SCALE - NTS



10 TREE & SHRUB PLANTING DETAIL

SCALE - NTS

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SHEET 8 OF 9 AUGUST, 2024

DETAILS

EXISTING CONDITIONS GENERAL NOTES:

SPECIFICATIONS: All work shall conform to the Project Manual and Specifications as supplemented by or modified by the following plan notes. All work shall conform to the City of Mandan Construction Specifications and Details.

PERMITS: The Contractor is required to obtain all permits that may be required prior to construction. The Contractor will also be required to complete and file a Notice of Intent (NOI) with the North Dakota Dept. of Health division of water quality.

CONTRACTOR PARKING STAGING AREA: The Contractor shall not use private property to park vehicles, store materials, or use as a staging area without written permission from the owner of that property. Any damages to private property shall be repaired to the satisfaction of the owner by and at the Contractor's expense.

BENCHMARK: Benchmarks and survey Control points for this project are shown on the plans. Care shall be taken as to not cover, remove, damage, obscure, move or destroy set benchmarks, lath, hubs, property pins, or other survey monuments. Any damaged or destroyed control points shall be replaced at the Contractor's expense.

SURVEYING: The Engineer shall be responsible for all layout surveying and staking needed for construction activities. Project construction staking shall be provided by the Owner. The Contractor is to provide a 48 hour notice prior to needing survey stakes. The Contractor shall note that stakes will be set one time. Any damaged or destroyed survey points will be replaced by the Engineer at the Contractors expense. Electronic files and control point information will be available through the Engineer for use of grading contractors utilizing GPS equipment.

PROTECTION OF EXISTING UTILITIES: The Contractor is advised that existing utilities are shown in their approximate location and have been taken from information supplied by North Dakota One Call and documents of record. The contractor shall exercise care in construction operations to ensure that existing utilities, pavement, trees, shrubs, grasses, seeded areas, fences, signs, conduits, private irrigation systems, and other site improvements located on or around the construction limits are not disturbed. The Contractor is responsible for locating and protecting all existing utilities. The Contractor shall be responsible for repairing any damage to existing utilities caused by the construction process. Any discrepancies shall immediately be brought to the attention of the Owner/Engineer.

TESTING: Testing shall be conducted according to project or manufacturers' specifications. The Contractor shall provide at its expense the necessary testing and inspection services required by the plans and specifications. The Contractor shall employ an accredited independent testing laboratories certified through the American Association of State Highway and Transportation Officials (AASHTO). All Site Grading and Compaction testing shall be 95% of standard proctor. The Contractor shall be responsible for scheduling tests and providing payments according to specifications and shall supply test results to the project Engineer/Architect, and to the Owner.

HAUL ROAD RESTRICTIONS: The Contractor shall contact the appropriate State, County, Township, or City officials to determine if there are any "No Haul Routes" prior to preparing a bid for this project.

WASTE: All materials which is not designated to be salvaged shall be removed and become the property of the Contractor. Cost to transport and dispose of this material shall be considered incidental to the project.

CLEANUP: All trash on site from construction activities shall be disposed of off site by the Contractor, this shall be considered incidental to the project.

-Prior to final inspection the contractor shall sweep and clean the construction site and adjacent street and driveway of all debris.

PROPOSED CONDITIONS GENERAL NOTES:

PROPOSED CONTOURS: The final contours and control point elevations shown on the drawings represent the finished surface to the topsoil, pavement, surfacing, storm sewers, etc. The Contractor is to make allowances as required to account for topsoil and pavement surfacing when completing the site grading.

TESTING: Testing shall be conducted according to project specifications an the plan notes. The Contractor shall provide at its expense the necessary testing and inspection services required by the plans and specifications. The Contractor shall employ an accredited independent testing laboratories certified through the American Association of State Highway and Transportation Officials (AASHTO). The Contractor shall be responsible for scheduling tests according to specifications and shall supply test results to the project Engineer/Architect, and to the Owner.

REMOVALS: All Asphalt and Concrete Pavement to be removed shall be saw-but full depth prior to pavement removal. All pavement removed shall be disposed of by the Contractor. Damaged pavement outside the limits shown shall be corrected at Contractors expense.

-It shall be the General Contractors option to remove or leave the existing concrete in place during construction of the building. It shall be up to the General Contractor to coordinate when the removal of the existing concrete curb is required.

PAVEMENT MARKING/STRIPING: Contractor to stripe entire parking lot after pavement operations are complete as per layout on plan sheets. All paint shall meet the NDDOT specifications.

-Parking stripes shall be 4" wide yellow paint.

-Blue Striping and symbols shall be installed at handicap stalls, along with access aisle diagonal painted with blue lines spaced at 2' on center.

-All paint shall be applied at 110 SF/GAL. Contractor shall stripe the lot once the first year, and again 8-12 months after the initial striping. The second striping shall be considered incidental to this item.

PROPOSED GENERAL NOTES CONT.

AGGREGATE BASE: Aggregate base shall be Class 5 Gravel per NDDOT specifications or approved equal. Gravel shall be installed to a thickness of 6" as shown on plan details (see sheet 8), and compacted to a minimum of 95% standard proctor at a moisture content of no more than 3% above or 1% below optimum moisture as determined by ASTM D698.

CONCRETE: All Concrete in the city Right of Way shall be in accordance with he City of Mandan Construction Specifications.

-All Concrete shall have 28 day strength of 4,000 psi, with a maximum allowable slump of 4 inches, and air entrainment content between 5% to 7%, 6-sack minimum. The Contractor shall provide a mix design to be approved by the Engineer.

-All Concrete placed next to the building and/or structures shall have $\frac{3}{4}$" expansion material installed and sealed.

-Sidewalk adjacent to the building and thickened edge sidewalk, shall have continuous reinforcement of #4 deformed bars tied together at 24" on center.

-Parking Lot concrete shall be 6" reinforced concrete. See detail Sheet 8.

-Concrete joints shall be a maximum of 10'x10', and a concrete jointing plan shall be required by the Contractor and approved prior to implementation.

-All Construction joints shall be formed with a keyway or tied together with 18" tie bars drilled $\frac{1}{2}$ length into existing concrete every 24".

-Curing Compounds shall conform to ASTM C309- Type 2 white pigmented. Curing Compound coverage shall be per manufactures recommendations.

-Concrete joints shall be saw cut 1/3 the concrete depth, 3/8" wide, cleaned, and sealed with caulking and backer rod. Backer rod shall meet the requirements of ASTM D 5249 type 1. Joint Sealant shall be a cold applied joint sealant specifically manufactured for exterior pavements. Sealant shall be a one part silicone, or electromeric sealant complying with ASTM C920. Sealant shall be gray to match concrete color, with a low modulus and be capable of withstanding repeated joint movement without losing adhesion to the concrete without cohesion failure. Joints shall be clean and free of debris per manufactures instructions.

-Concrete tests shall be done per the following:

-One test per 75 Cubic Yards of concrete poured for parking lot pavement.

TRAFFIC CONTROL: Prior to any work within the City ROW, the Contractor must develop and submit a traffic control plan the the City Engineering office for approval. All work within the City of Mandan Right of Way shall conform to the City of Mandan Construction Specifications and Details.

-This work consists of furnishing, installing, and maintaining all required traffic control devices necessary according to an approved traffic control plan and details.

PROPOSED UTILITY NOTES:

WATER SERVICE:

-Materials, Construction Method, Pressure Testing, and Bacterial Testing shall comply with City of Mandan Construction Specifications, unless noted otherwise.

-Water lines shall be pressure tested and bacteria tested as per City of Mandan Construction Specifications.

-All plan footages are approximate, exact lengths to be determined by the Contractor in the field.

-Contractor to connect to the existing watermain. Stub and verify size & elevation in the field.

SANITARY SEWER SERVICE:

-Materials, Construction Method, and Testing shall comply with City of Mandan Construction Specifications, unless noted otherwise.

-Contractor shall connect to the existing Sewer Service stub. Verify location and elevation in the field.

-All plan footages are approximate, exact lengths to be determined by the Contractor in the field.

UTILITY ADJUSTMENTS:

-Contractor shall adjust all sanitary cleanout casting, valve and curb boxes to final grade prior to pavement or landscape placement. See Sheet 8 for details.

SUBGRADE PREPARATION & TRENCHING DENSITY REQUIREMENTS: Areas to receive Fill, Gravel Base, Pavement, and the bottom of cut areas shall be scarified to a minimum of 12" and compacted. Fill material shall be placed in lifts not exceeding 8" loose thickness. All Trenches, Fill, and Gravel base shall be compacted to a minimum of 95% standard proctor at a moisture content of no more than 3% above or 1% below optimum moisture as determined by ASTM D698. Testing frequency shall be on passing test for every 5000 SF of area for every lift of fill material placed and compacted. Trench backfill shall have a testing frequency of one test per every 100 lineal foot of compacted utility trench for every 3 vertical foot of backfill.

TESTING: Testing shall be conducted according to project specifications. The Contractor shall provide at its expense the necessary testing and inspection services required by the plans, specifications and report. The Contractor shall employ an accredited independent testing laboratories certified through the American Association of State Highway and Transportation Officials (AASHTO). The Contractor shall be responsible for scheduling tests according to specifications and shall supply test results to the project Engineer/Architect, and to the Owner.

PROPOSED GRADING GENERAL NOTES:

PROPOSED CONTOURS: The final contours and control point elevations shown on the drawings represent the finished surface to the topsoil, pavement, surfacing, storm sewers, etc. The Contractor is to make allowances as required to account for topsoil and pavement surfacing when completing the site grading.

EROSION CONTROL:

-Projects disturbing one or more acres shall have a NDPDES permit to discharge storm water runoff. If the project is an acre or more the Contractor will also be required to complete and file a Notice of Intent (NOI) with the North Dakota Dept. of Health division of water quality. No land disturbing activities shall occur until a NDPDES permit has been issued by the NDDOH. The Contractor shall check with the local officials to be sure all local storm water management considerations are addressed.

-Best management practices shall be utilized for all erosion control. All surface water shall not leave the site without passing through Best Management Practice erosion control measures.

-The BMP's shall be inspected daily by the permittee/contractor and maintained as necessary to ensure their continued functioning.

-The Contractor shall prevent the erosion of exposed soil surfaces and trapping sediments being transported, and erosion and sedimentation into existing storm sewer and adjacent properties will be minimized.

-De-watering of storm water on site and of trenches due to ground water shall be the Contractors responsibility. There shall be no standing water on site.

-Mud tracking onto adjacent streets shall be kept to a minimum. The Contractor shall be responsible for cleaning any mud or debris tracked from the construction site onto adjacent streets. The Contractor shall remove all soil and sediment tracked or deposited off-site on pavement areas. Soil removal shall be accomplished by shoveling or sweeping on a daily basis. Street washing will not be allowed.

-The BMP's shown on the plans are the minimum requirements for the anticipated site conditions. As construction progresses and unexpected or seasonal conditions dictate, the permittee/contractor shall anticipate that more BMP's may be necessary to ensure erosion and sediment control on site.

-All temporary erosion and sediment control measures shall be properly disposed of within thirty (30) days after final site stabilization is achieved or after the temporary measures are no longer needed.

SUBGRADE PREPARATION & TRENCHING DENSITY REQUIREMENTS: Areas to receive Fill, Gravel Base, Pavement, and the bottom of cut areas shall be scarified to a minimum of 12" and compacted. Fill material shall be placed in lifts not exceeding 8" loose thickness. All Trenches, Fill, and Gravel base shall be compacted to a minimum of 95% standard proctor at a moisture content of no more than 3% above or 3% below optimum moisture as determined by ASTM D698. Testing frequency shall be on passing test for every 5000 SF of area for every lift of fill material placed and compacted. Trench backfill shall have a testing frequency of one test per every 100 lineal foot of compacted utility trench for every 3 vertical foot of backfill.

TESTING: Testing and construction shall be conducted according to project specifications. The Contractor shall provide at its expense the necessary testing and inspection services required by the plans and specifications. The Contractor shall employ an accredited independent testing laboratories certified through the American Association of State Highway and Transportation Officials (AASHTO). The Contractor shall be responsible for scheduling tests according to specifications and shall supply test results to the project Engineer/Architect, and to the Owner.

PROPOSED LANDSCAPE GENERAL NOTES:

LANDSCAPE AREAS:

-Contractor shall obtain all necessary permits for planting work within County Right of Way.

-All landscape plantings are to be watered by the landscape contractor the same day that planting occurs, and continue watering until final acceptance of the project.

-All plant materials shall be guaranteed one (1) full year upon total completion and acceptance of the project.

TOPSOIL & SEEDING:

-4 Inch thick topsoil shall be installed in all disturbed areas that do not receive concrete or gravel.

-Topsoil shall be clean, free of stones, weeds, and other undesirable debris.

-Topsoil in all areas shall be shaped for positive drainage, and have a smooth uniform appearance.

-Fertilizer shall be 10-10-10 and applied at a rate of 4 lbs per 1000 square feet. Fertilize soil during the seeding process using an appropriate application process.

-Seeding shall be performed only during the seasons when satisfactory results can be expected.

-Seed shall be drill seeded to a depth of $\frac{1}{4}$" to $\frac{1}{2}$" depth, at a rate of 50 lbs per acre. Seed mix shall be 25% Ephraim Crested Wheat, 25% Kentucky Blue Grass, 25% Turf Perennial Rye, and 25% Fairway or approved equal. All seed shall be free of all prohibited noxious weeds. Seed which has become wet, moldy, or otherwise damaged shall not be acceptable.

-Hydro-mulch shall be utilized in all areas seeded. Hydro-mulch shall be a wood cellulose fiber mulch that has not been treated with any germination or growth inhibitive substances. The mulch shall be treated with a tack and fiber to enhance seed and mulch placement and adherence to the soil.

-The seeding Contractor shall water the newly seeded areas on the same day that seeding occurs and continue watering until final acceptance of project.

REGULATOR REQUIREMENTS:

WORK INCLUDED:

-The work shall be performed in accordance with the latest revision of the City of Mandan Construction Specifications.

-In performance with the work on this project the contractor shall be aware of and abide by all Federal, State and Local regulations, codes, guidelines and/or requirements for the performance of their work on the project.

-The contractor is responsible for safety at the work site. The Contractor shall be aware of and abide by all Federal, State and Local regulations which apply to safety.

-When performing excavation, the contractor shall meet all OSHA regulations pertaining to the performance of their work. The regulations require certain depth excavation be designed by a professional engineer. If this is required it will be done by the contractor at their own expense.

-The contractor will be responsible for obtaining any permits required by Federal, State or Local agencies whether public or private.

-The contractor shall follow all Federal, State and Local Environmental and Health Regulations, codes, guidelines and requirements which pertain to the type of work he is performing.

-The contractor shall file a Notice of Intent to obtain coverage under NDPDES General Permit for Storm Water Discharges associated with construction activity from the North Dakota Department of health Division of Water Quality.

DAVID J. THOMPSON
REGISTERED
PROFESSIONAL
PE-2671
ENGINEER
NORTH DAKOTA

REVISED 12/03/2025

TOMAN ENGINEERING
501 1st Street NW, Mandan, ND 58554
Phone: 701-663-6483 * Fax: 701-663-0923

MISSOURI LANDING
2600 MARINA ROAD SE
MANDAN, NORTH DAKOTA

LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 9 OF 9 AUGUST, 2024

CONSTRUCTION NOTES

CONDOMINIUM DECLARATION
FOR MISSOURI LANDING COMMERCIAL ASSOCIATION

This Declaration. Made this __ day of ____, 2025 by Monte Gawryluk & Lynette Gawryluk, hereinafter Called "Developer".

Developer is the owner of Lot 1 Block 1, Bridgeview Bay Addition in the City of Mandan, Morton County, North Dakota, and desires to create thereon flex business suite condominiunns for the benefit of the owners of the condominium units.

NOW, THEREFORE. The Developer hereby declares that this condominium project shall be pursued in accordance with Chapter 47-04.1 of the North Dakota Century Code, and herein provides the following information:

1. The following property is submitted to the condominium project Lot 1 Block 1, Bridgeview Bay Addition in the City of Mandan, Morton County, North Dakota.

2. Description of Buildings: The buildings constructed on the above-described real property are as shown on the diagrammatic floor plan attached hereto as Exhibit A, describing Units 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619

3. The mechanical systems, including heating systems, situated within each unit are considered to be a part of the unit, as are all doors in each unit.

4. Common Elements: The common elements include: (a) the land on which the buildings are erected as described above; (b) the foundation, columns, girders, beams, supports, main walls and roof; (c) driveways; (d) main water line and sewer line bringing service to the property; (e) any and all green space; and (f) all other parts of the property existing for the common use or necessary to the existence and maintenance and safety of the buildings.

5. Utilities: Each unit has its own utilities, except water, which are separately metered to said unit. The units are heated by gas fueled furnaces, each unit having its own separate heating and air conditioning source. No window air conditioners shall be installed in any unit.

6. Limited Common Elements: The condominium project contains no limited common elements.

7. Interest Which Each Unit Bears to Entire Project: Each of the units shall have an interest in the project, said interest is provided for in Exhibit C.

8. Service of Legal Process: The person hereby designated as being responsible for the administrative duties and who was designated and appointed as agent for the service of legal process is Monte Gawryluk & Lynette Gawryluk, North Dakota. After conveyance of all of the units by the Developer, administrative duties and service of process shall be made upon the Association's Registered Agent.

9. Association of Owners: An Association of the owners of the condominium units shall be formed for the purpose of constituting the administrative body to provide for the maintenance, operation, and management of the common elements and for the assessment of such expenses as the Association deems necessary for the maintenance and upkeep of the common elements. Association membership shall require that the member be an owner Of an individual unit and such membership shall automatically terminate when he ceases to be an owner and upon the transfer of his ownership interest, whereupon the new owner shall likewise succeed to such membership in the Association.

Attached to this Condominium Declaration, and made a part hereof by reference, are the By-Laws of the Association, marked Exhibit "B". All present and future owners, tenants and occupants of the units shall be subject to and comply with the provisions of said By-Laws as they now are and, from time to time may be amended. Acceptance of a deed of conveyance, the entering into of a lease, or the entering into the occupancy of a unit shall constitute an acceptance of the provisions of said By-Laws and the provisions of the By-Laws shall be covenants running with the land and shall bind any person or persons having at any time, an interest or estate in such unit as though such provisions were recited and fully stated in each deed, conveyance or lease thereof,

The affairs of the Association shall be conducted by a Board of Directors consisting of three members. The members of the Board of Directors of the Association shall be designated by the Developer until all of the units have been conveyed by the Developer at which time the election of a Board of Directors shall take place, which Directors shall hold office as set out in the By-laws.

In the event of any dispute or disagreement between any of the unit owners relating to the project, or any question of the interpretation or application of the provisions of the Condominium Declaration, Declaration of Covenants and Restrictions, or ByLaws, the determination thereof by the Board shall be final and binding upon each and all of such owners.

10. Assessments, Charges and Taxes: Each unit owner shall pay his proportionate share of all assessments, charges, and expense incident to the administration and operation of the common elements and any other expenses incurred in conformance with the Condominium Declaration and By-Laws.

11. Uses of Units — Internal Changes: Ail units shall be utilized only for purposes as allowed by the zoning ordinances of the City of Mandan.

    An owner shall not make structural modifications or alterations to his unit without the written approval of the Board. The Board of Directors shall be notified in writing of the intended modifications, through the President of the Board. The Association shall have the obligation to answer an Owner's request within thirty (30) days after such notice. Failure to do so shall be indicative of no objection to the proposed modification or alterations.

    Each unit owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior, the inner surface of the walls, ceilings, floors, windows, and doors serving his own unit.

12. Each owner may use the general common elements located within the entire condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to any rules or regulations contained in the Covenants and By-Laws of the Association,

13. Parking: The Board of Directors shall have the authority to manage and establish such rules as are deemed necessary for parking and the utilization of the driveways contained on the condominium property.

14. Amendment of Declaration by Developer: Developer reserves the right to amend this Declaration to change, alter, expand, and/or remove the numberings of building and Units within the condominium project so long as Developer owns the Units so altered. Such amendments to the Declaration by the developer do not need to be approved by the Association, Unit owners, lienors or mortgagees

15. Amendment of Declaration: This condominium declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws or by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association. No such amendment shall change any condominium parcel or a condominium unit's proportionate share of the common cost and expenses, nor the voting rights pertinent to any unit unless all record owners thereof and all record owners of mortgages or other liens which have been voluntarily placed on a unit shall join in the execution of the amendment.

16. Inseparability of a Condominium Unit: Each unit and the appurtenant undivided interest in the general common element shall together comprise one condominium unit and shall be inseparable and may be conveyed, leased, devised, or encumbered only as a condominium unit.

17. Separate Assessment and Taxation of Condominium Units — Notice to Assessor: Declarants shall give written notice to the appropriate assessor of the creation of condominium real property ownership interests in this property, as is provided by law, so that each unit and the undivided interest of the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment of taxation.

18. Severability: If any portion of this Condominium Declaration, the Declaration of Covenants and Restrictions, or of the By-Laws or other instruments made a part hereof is held to be invalid, the validity of the remainder of this Declaration, the Declaration of Covenants and Restrictions, the By-Laws or other instruments and the application of any such provisions shall not be affected thereby, and the remainder of such shall be construed as if such invalid portion were never included therein.

IN WITNESS WHEREOF, the parties here to have caused this Condominium Declaration to be duly executed this ___ day of ____ ,2025

MISSOURI LANDING COMMERCIAL ASSOCIATION

BY _____
Monte Gawryluk

BY _____
Lynette Gawryluk

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, before me personally appeared _____, known to me to the the same person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public, State of North Dakota

Missouri Landing Addresses

DECLARATION OF COVENANTS AND RESTRICTIONS
OF MISSOURI LANDING COMMERCIAL ASSOCIATION

Description: Lot 1 Block 1, Bridgeview Bay Addition to the City of Mandan, Morton County, North Dakota.

THIS DECLARATION is made this ___ day of ___, 2025 by M&L Rentals, LLC, hereinafter called the Developer.

1. Developer is the owner of the following described property, to-wit Lot 1 Block 1, Bridgeview Bay Addition in the City of Mandan, Morton County, North Dakota.

And desires to convert the buildings under construction upon said property to condominiums to be known as Missouri Landing Commercial Association, containing common areas for the benefit of the owners of the individual condominium units; and

2. Developer desires to provide for the preservation of the amenities of the Missouri Landing Commercial Association, and for the maintenance of the common areas and common facilities, and desires to subject the above-described real estate to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each record owner of the units within the Missouri Landing Commercial Association

NOW, THEREFORE, The Developer declares that the above-described property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth:

1. The record owners of each unit in the project shall provide for the administration thereof through the Missouri Landing Commercial Association, a non-profit association, the By-Laws of which shall provide for the maintenance of the common elements, assessment of expenses and maintenance charges, payment of losses, insurance, and similar matters. A true copy of such By-Laws is or shall be recorded in the Office of the Register of Deeds for Morton County, North Dakota.

2. The condominium units shall be used only for the purposes as al!owed by the zoning ordinances of the City of Mandan.

3. No exterior addition or change or alteration may be made to any of the units unless the plans and specifications showing the proposed change, along with this shape, height, material, and location of the same shall first be submitted to the members of the Missouri Landing Commercial Association for approval. No painting, varnishing, re-shingling, or other decorative change may be made to the outside of any unit, except by the action of the Missouri Landing Commercial Association.

4. Unit Maintenance: The record owner of each unit shall be required to maintain his own unit in the manner which shall not impinge or infringe on the rights of the other unit owner within the project. The record owner of each unit shall further maintain the garage area in a manner which shalt not detract from the overall appearance and attractiveness if the condominium project.

5. Common Element Maintenance: The Missouri Landing Commercial Association, through its Board of Directors, shall be responsible for the maintenance and upkeep of the common elements and to that end shall provide for the payment of the costs of said maintenance, upkeep, and operation, through regular assessments as may be necessary from time to time, to be paid by the unit owners in accordance with the percentage of their ownership jn the common areas.

6. Failure of Owner to Maintain Unit: In the event that an owner of any unit shall fail to maintain the premises and improvements situated thereon so as to create a nuisance or unsightly or unsanitary condition, to the detriment of the other unit owners, the Missouri Landing Commercial Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents, to enter upon said unit and to maintain an clean said unit, with the cost of said maintenance and cleaning being added to and becoming part of the assessment to which the unit is subject.

7. No noxious or offensive activity shall be carried out upon the premises of a unit or on any part of the common elements, nor shall anything be done or placed thereon which may be an annoyance or nuisance to the other residents of the Missouri Landing Commercial Association.

8. No truck, trailer, camper, motor home, boat, snowmobile, motorcycle, or other recreational vehicle or equipment shall be parked or stored in the common area, including the driveway area unless in a designated area which has been authorized by the members of the Missouri Landing Commercial Association. No such vehicle shall be parked any longer than 48 hours.

9. No parts, batteries, inoperable vehicles, or other debris or junk may be left, stored, or parked in the common area or driveway

10. All signs placed on a unit shall be professionally made, approved by the Developer or Missouri Landing Commercial Association. Signs shall not be constructed on plywood or particle board.

11. No window air conditioners shall be installed in any unit.

12. No portion of a condominium unit (other than the entire condominium unit) may be rented, and no transient tenants may be accommodated therein,

13. A perpetual easement is reserved over the property as indicated on the plat for ingress and egress, and for utility installation and maintenance.

14. Should any restriction or covenant herein be declared by the courts to be void, such decision shall not affect the validity of the remaining provisions and the same shall remain in full force and effect

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or Other household pets may be kept provided they are not kept, bred or maintained for commercial purposes, and in any event the keeping of any animal permitted herein shall be further subject to the ordinances of the City of Mandan so as not to become a nuisance or annoyance to other lot owners in the area.

16. These covenants and conditions shall and are to run with the land and be binding on all parties and all persons claiming under them.

Dated this ____ day of _____, 2025

IN WITNESS WHEREOF, the parties here to have caused this Condominium Declaration to be duly executed this ___ day of ____ ,2025

MISSOURI LANDING COMMERCIAL ASSOCIATION

BY _____
Monte Gawryluk

BY _____
Lynette Gawryluk

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, before me personally appeared _____, known to me to the the same person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public, State of North Dakota

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BY-LAWS OF

MISSOURI LANDING COMMERCIAL ASSOCIATION

ARTICLE 1. - MEMBERSHIP

Section 1. Eligibility: The members of the MISSOURI LANDING COMMERCIAL ASSOCIATION**,** herein called Association, shall consist of respective owners of Units 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619 situated on property known as MISSOURI LANDING COMMERCIAL ASSOCIATION, and located at Lot 1, Block 1, Bridgeview Bay Addition in the City of Mandan, Morton County, North Dakota. in accordance with the respective fractional ownership interests of the common elements of the property as set forth in Exhibit C of the Condominium Declaration.

Section 2. Succession: The membership of each member shall terminate when he ceases to be an owner, and upon the sale, transfer, or other disposition of his ownership interests in the property, his membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest, including but without limiting the generality of the foregoing, those acquiring title by means of a Sheriff's Deed issued as a result of a mortgage foreclosure or a conveyance by means of a deed in lieu of the foreclosure of any such mortgage, or a transfer of equitable title by means of recording an agreement of sale, provided that, where applicable, the requirements and conditions of the Declaration shall have been met and fulfilled.

Section 3. Meetings: Meetings of the members of the Association shall be held at such place in Mandan, North Dakota, as may be specified in the notice of meeting. The first annual meeting of the members shall be held within 60 days of the conveyance of the tenth unit in said project by the Developer. Thereafter, the annual meetings of the members shall be held on the first Friday in January of each year, beginning at 7:30 PM. In the event said day is a legal holiday, the annual meeting shall be held on either the preceding day or the day following the first Friday in January. Special meetings of the members may be called by the President or a majority of the members entitled to vote at meetings of the Association. Notice Of any special meeting shall state the time and place of such meeting and the purpose thereof.

Section 4. Notices: It shall be the duty of the secretary to deliver by mail, or email, a notice of each annual or special meeting of the membership stating the place, time and purpose of the meeting, said notices shall be delivered not less than 10 days prior to such meeting.

Section 5. Voting: The members of the Association shall be entitled to cast one vote for each unit owned by them. For any Unit with multiple owners, voting shall be exercised as if the owners consisted of only one person. The Developer may exercise the voting rights with respect to units while said units are owned by him. Voting may be in person or by proxy.

Section 6. Quorum: The presence in person or by proxy of 51 percent of voting members (based on Unit ownership) shall constitute a quorum.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number: The Board of Directors of this Association, herein called Board, shall consist of three (3) persons. The first Board names shall hold office until the first annual meeting of the membership. The word "director" shall mean a person elected to and serving on the Board. At the first annual meeting Of the Association the term of office for the directors shall be fixed as follows: One director shall be named for a three-year term, one for a two-year term, and one for a one-year term. At the expiration of the initial term of office of each representative director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors shall have been elected and hold their first meeting.
The provisions of this section shall be subject to the rights of the Developer to designate members of the Board of Directors until all of the condominium units have been sold.

Section 2. Qualification: Each director shall be an owner or the spouse of an owner (or if the owner be a corporation, partnership, or trust, a director may be an officer, partner, or beneficiary of such owner), except for directors nominated and designated by Developer. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. Vacancies on the Board of Directors shall be filled by a majority vote of the remaining members of the Board.

Section 3. Annual Meetings: The first meeting of a newly elected Board shall be held immediately following the annual meeting of members, if practicable, and in any event within ten (10) days of election, at such place as shall be fixed by the directors at the meeting at which such directors were elected.

Section 4, Regular Meetings: Regular meetings of the Board may be held at such places and times as may be determined from time to time by a majority of the directors, but atleast one meeting shall be held during each year. Notice of directors meetings shall be given personally or by mail at least three (3) days prior to the date of the meeting.

Section 5. Special Meetings: Special meetings of the Board may be called by the president or a majority of the Board by the giving of a three-day notice, setting forth the time, place, and purpose of the special meeting

Section 6. Quorum: At all meetings Of the Board, a majority of the directors shall constitute a quorum for the transaction of business.

Section 7. Removal: A director may be removed from office by the vote of three-fourths (3/4) of the members of the Association.

Section 8. Compensation: Directors shall receive no compensation for their services unless expressly provided for in resolutions duty adopted by the members of the Association.

Section 9. Powers and Duties: The Board shall have the following powers and duties:

A. To elect and remove the officers of the Association as hereinafter provided;
B. To administer the affairs of the Association and the property to the extent permitted by applicable law
C. To engage the services of a manager or managing agent who shall manage and operate the property and the common elements for all owners upon such terms and for such compensation and with such authority as the Board may approve;
D. To formulate policies for the administration, management, and operation of the property and the common elements thereof;
E. To provide for the operation, maintenance, repair, and replacements of the common elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.
F. To provide for the designation, hiring, and removal of employees and other personnel, including Accountants and Attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the property and the common elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of a managing agent);
G. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
H. To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses, as hereinafter provided;
I. To exercise all the rights, powers, and duties granted to it by the Declaration;
J. Unless provided herein or in the Declaration, to comply with the instructions of a majority of the owners as expressed in a resolution duly adopted at any annual or special meeting of the members of the Association.

Section 10. Non-Delegation: Nothing in this Article II or elsewhere in these By-Laws shall be construed to grant to the Board of to the officers of the Association any powers or duties which, by law, or by the Condominium Declaration, have been delegated to the owners.

ARTICLE III – Officers

Section 1. Designation: At each annual meeting, the Board shall elect the following officers of the Association: (a) a President, who shall be a director, (b) a Vice President, who shall be a Director and who shall, in the absence of the President, perform the duties and exercise the powers of the President; (c) a Secretary-Treasurer, who shall keep the minutes of the meetings of the Board and perform the duties incident to the office of secretary and who shall further be responsible for the financial records and books of account for the Association.

Section 2. Powers, The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any office as the Board may see fit.

Section 3. Term. Except as provided in Section 4, each officer shall hold office for the term of one I year and until his successor shall have been elected and qualified.

Section 4. Vacancies: Vacancies in any office shall be filled by the Board at regular or special meetings thereof. Any officer may be removed at any time by the Board at a regular or special meeting thereof.

Section 5. Compensation: The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the members of the Association.

ARTICLE IV – ASSESSMENTS

Section I. Annual Budget: The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll, taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, snow removal, insurance, and all other common expenses. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of any common elements. The annual budget shall provide for □reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit as the case may be shall also be taken into account.

Section 2. Assessments: The estimated annual budget for each fiscal year shall be approved by the Board and copies thereof shall be furnished by the Board to each owner not later than sixty (60) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each owner shall pay as his respective monthly assessment for the common

expenses of his proportionate share of the common expenses for such year as shown by the annual budget.

The Board may cause to be sent to each owner on or before the first day of each month a statement of the monthly assessment to such owner for such month, but failure to send or to receive any such monthly statement shall not relieve the owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his unit or the common elements. The developer M&L Rentals will not be required to pay any monthly association fee on any units until a unit has been sold or a deed has been recorded in a different entity name other than M&L Rentals.

Section 3. Partial Year or Month: Prior to the first annual meeting of members, the annual budget shall be as approved by the first Board. If such first year or any succeeding year shall be less than a full year, then the monthly assessments for each owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his unit by each owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the common elements and the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report: Within sixty (60) days after the end of each year covered by an annual budget or as soon thereafter as shall be practical, the Board shall cause to be furnished to each owner a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deed advisable.

Section 5. Supplemental Budget: In the event that during the course of any year it shall appear to the Board that the monthly assessments determined in accordance with the estimated annual budget for such year are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each owner and thereupon a supplemental assessment shall be made to each owner for his proportionate share of such supplemental budget.

Section 6. Capital Expenditures: Except as otherwise specifically provided in the Condominium Declaration, the Board shall not approve any capital expenditure in excess of One Thousand Dollars ($1,000.00) unless required for emergency repair, protection, or operation of the common elements, nor enter into any contracts for more than two (2) years without the prior approval of the full membership of the Association.

Section 7. Lien. It shall be the duty of every owner to pay a proportionate share of the common expenses according to his percentage of ownership as set forth in Exhibit C of the Condominium Declaration. If any owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such owner in the property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such owner, except for the mount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts the conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed with respect to the applicable unit. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for the in the Condominium Declaration or these By-Laws or otherwise available at law or in Equity for the collection of all unpaid assessments.

Section 8. Records and Statement of Account: The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the board may determine. All records and vouchers authorizing payments shall be available for examination by the owners at convenient hours of weekdays. The Board shall, upon receipt often (10) day notice to it or the Association, and upon payment of a reasonable fee, furnish any owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

Section 9. Discharge of Liens: The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the property or the common elements rather than against a particular unit owner ship only. When less than all of the owners are responsible for the existence of any such lien, the owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including but without limitation, attorney's fees incurred by reason of such lien.

ARTICLE V. - INSURANCE

The Board, on behalf of the Association, at its common expense, shall at all times keep the buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of North Dakota in an amount as near as practicable to the full replacement value thereof, without deduction for depreciation, in the name of the Board as trustee for all owners and mortgagees according to the loss or damage to their respective units and appurtenant common interest, and payable, in case of loss, to such bank or trust company authorized to do business in the State of North Dakota as the Board shall designate for the custody and disposition as herein provided, of all proceeds of such insurance, and from time to time, upon receipt thereof, cause to be deposited promptly with the owners and mortgagees of the units or interests therein, trust copies of such insurance policies or current certificates thereof, without prejudice to the right of each owner to insure his unit for his own benefit. In every case of such loss or damage, all insurance proceeds shall be

used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating tine same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws an ordinances then in effect as shall be first approved by the Association and all mortgagees of the units or interests therein, and the Association, at its common expense, shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

A. Provide that the liability of the insurer thereunder shall not be affected and the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any unit owner;
B. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board , or because of any breach or warranty or condition or any other act or neglect by the Board or any owner or any other person under either of them;
C. Provide that such policy may not be cancelled (whether or not requested by the Board except by the insurer giving at least thirty (30) days prior written notice thereof to the Board , owners, and every other person in interest who shall have requested such notice of the insurer;
D. Contain a waiver by the insurer of any right or subrogation to any right of the Board or owners against any of them or any other person under them;
E. Contain a standard mortgage clause which shall:

    1. Provide that any preference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project, in their respective order and preference, whether or not named therein;
    2. Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or owners or any act or neglect of the Board or owners or any persons under any of them;
    3. Waive any provisions invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause; and
    4. Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy Shail be payable to said bank or trust company designated by the Board.

The Board, on behalf of the Association, at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all owners with respect to the project in a responsible insurance company with minimum limits of not less than $300,000.00 for injury to one person and $500,000.00 for injury to more than one person in any one accident or occurrence and $50,000.00 for property damage, and, from time to time, upon receipt thereof, deposit promptly with the owners current certificates of such insurance, without

prejudice to the right of any owner to maintain additional liability insurance for their respective units.

Each owner shall be responsible for his own insurance on the contents of his own unit and its additions and improvements thereto and decorating and furnishing and personal property therein, and his personal liability to the extent not covered by the liability insurance for all of the owners obtained as part of the common expenses above provided.

ARTICLE VI - THE CONDOMINIUM DECLARATION

The provisions of the Condominium Declaration are hereby incorporated herein by reference as if fully and completely set forth herein.

ARTICLE VII - FISCAL MANAGEMENT

Section I. Fiscal Year: The fiscal year of this corporation shall be the calendar year and begin on the first day of January of every year, except that the first fiscal year of this corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board should corporate practice subsequently dictate.

Section 2. Books of Account: Books of account of this corporation shall be kept under the direction of the treasurer on a consistent basis in accordance with good accounting practices.

Section 3. Contracts: Unless otherwise provided by the Board, all contracts shall be executed on behalf of this corporation by either the president or vice president and countersigned by the secretary or an assistant secretary.

ARTICLE VIII- AMENDMENTS

These By-Laws may be amended or modified from time to time by the affirmative vote of three-fourths (3/4) of the total ownership of the common elements. Amendments may be proposed by the Board or by petition signed by at least one-fourth (1/4) of the total ownership of the common elements. The developer M&L Rentals being the developer of said property can at any time amend these declarations when it's in the best interest of the development.

ARTICLE IX - LIABILITY OF OFFICERS AND DIRECTORS

Section 1. Exculpation: No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification: Every director, officer and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance ci his duties, or, in the absence of such final adjudication, any determination of such liability by the

opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such persons.

The above and foregoing By-Laws of MISSOURI LANDING COMMERCIAL ASSOCIATION are adopted this ____day of ____,2025

MISSOURI LANDING COMMERCIAL ASSOCIATION

BY _____
Monte Gawryluk

BY _____
Lynette Gawryluk

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, before me personally appeared _____, known to me to the the same person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public, State of North Dakota

Exhibit C

OWNERSHIP INTERESTS OF COMMON ELEMENTS

UNİT NUMBERS /SF	PERCENTAGE OF OWNERSHIP
2602 / 1220 sf	5.279
2603 / 1010 sf	4.370
2604 / 1050 sf	4.543
2605 / 1050 sf	4.543
2606 / 1210 sf	5.235
2607 / 1070 sf	4.630
2608 / 1416 sf	6.127
2609 / 1526 sf	6.603
2610 / 1526 sf	6.603
2611 / 1416 sf	6.127
2612 / 1551 sf	6.711
2613 / 1200 sf	5.192
2614 / 1739 sf	7.524
2615 / 1510 sf	6.533
2616 / 1510 sf	6.533
2617 / 1460 sf	6.317
2618 / 839 sf	3.630
2619 / 839 sf	3.630