



**AGENDA
CITY COMMISSION
JANUARY 6, 2026
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

[IGNORE INDENT]

The public may access the LIVE meeting at:

Watch & Listen

Government Access (Midcontinent) cable channels 2 & 602 HD
Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or
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RadioAccess.org

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<https://us02web.zoom.us/j/86534124348>

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

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. 2026 Homestead, Veterans & Primary Residence Credit Programs
2. Update and Thank You's on New Year's Eve Celebration - Mandan Progress Organization, Matt Schanandore
3. *Project Updates*

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider Approval of the December 16, 2025 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

1. Consider an amendment to a Special Use Permit by amending the proposed site plan for Lot 1, Block 1, Bridgeview Bay Addition
2. Consider a resolution determining the sufficiency/insufficiency of protests for Street Improvement District 241 (Red Trail)

H. BIDS

1. Consider awarding bids for the Terra Vallee Decommissioning project

I. CONSENT AGENDA

1. Consider the 2026 budget amendment and contract Amendment 2, with Interstate Engineering for planning department assistance
2. Consider Abatements
 - a. 2024 Veterans Credit Abatement for Brady Wolf
 - b. 2025 Veterans Credit Abatement for Johnathan Allen
 - c. 2025 Veterans Credit Abatement for Soma/Torger
3. Consider a change order related to the 2026 Pierce Fire Truck
4. Consider designation of financial institutions as depositories for City's funds
5. Consider approval of a raffle permit for Knife River Corporation
6. Consider Approval of Morton Mandan Public Library's Destination Grant Agreement
7. 2026 Appointments to the Mandan Growth Fund Committee
8. 2026 Appointments to the Renaissance Zone Committee

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider a task order amendment to proceed with design for the Red Trail reconstruction project
2. Consider an engineering agreement and submitting a State Water Commission funding application for Area 2B (near Roosevelt Elementary)

3. Consider entering into an agreement with EAPC Architects for Fire Station 3

L. RESOLUTIONS AND ORDINANCES

1. Second consideration of Ordinance 1482, a zone change from RM - Residential Multi Family and Agriculture to RM - Residential Multi Family for Big Sky Estates 8th Add.
2. Consider a resolution determining the sufficiency/insufficiency of protests for Street Improvement District 241 (Red Trail)

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- Tuesday, January 13, 2026 at 2 p.m., Working Session - Financing Options for Public Facility Projects
- Tuesday, January 20, 2026 at 5 p.m.
- Tuesday, February 3, 2026 at 5:30 p.m.
- Tuesday, February 17, 2026 at 5 p.m.
- Tuesday, March 3, 2026 at 5:30 p.m.

O. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 24, 2025
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2026 Homestead, Veterans & Primary Residence Credit Programs

STATEMENT/PURPOSE:

Public information

BACKGROUND/ALTERNATIVES:

Homestead Credit

- 65 years of age or older, or permanently and totally disabled.
- You must reside on the property for which the credit is claimed, as of the assessment date, and have an interest in the property.
- Your total income, plus the income of your spouse and any dependents, less out of pocket medical expenses may not exceed \$70,000 for the calendar year preceding the assessment date.
- For more information and questions please contact your local Assessing Office

Disabled Veterans Credit

- Veteran or surviving spouse of disabled veteran with a armed forces service-connected disability of 50% or greater with a honorable discharge
- Veteran/surviving spouse must own and occupy the property
- For more information and questions please contact your local Assessing Office

The Primary Residence Credit was created during the 2023 Legislative Session.

- Provides up to a \$1,600 credit against your property taxes
- Applicant must own a home in North Dakota and reside in it as your primary

residence.

- No age restrictions and only one Primary Residence Credit per household.
- Must apply online at tax.nd.gov/prc
- Applications must be submitted January 1 - April 1, 2026
- Questions call 701-328-7988 toll-free 1-877-649-0112

You can apply for each program that is applicable to you.

ATTACHMENTS:

1. Homestead Credit Information
2. Veterans Credit Information
3. Primary Residence Credit Information
4. Multiple credits applied to bill

FISCAL IMPACT:

No fiscal impact to the City since the Tax Credits are reimbursed by the State of ND.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

No motion requested information only.

SUGGESTED MOTION:

No motion requested, for information only.

**HOMESTEAD PROPERTY TAX CREDIT
AND RENTER'S REFUND**

You may qualify for a property tax credit or a partial refund of the rent you paid, if you meet one of the below:

- 1. Must be 65 years of age or older in the year for which the application is made.
- OR-
- 2. An individual with a permanent or total disability.
 - Proof of total disability must be established by a certificate from a licensed physician or a written determination of disability from the Social Security Administration or federal or state agency authorized to certify an individual's disability.
 - You may be a homeowner or renter.
 - There is no age requirement for those with a permanent or total disability.
 - A homeowner or renter with disability must meet the same requirements, except for age, as a senior citizen homeowner or renter (see Qualifications).



HOMESTEAD CREDIT BENEFITS

- The Homestead Credit is subject to the same adjustment, equalization, and abatement as other real property assessments.
- If the recipient of the Homestead Credit sells the homestead, the credit may be applied to the recipient's new homestead.
- If the applicant dies, all benefits terminate at the end of the taxable year.
- The Homestead Credit reduces the homeowner's taxable value according to the following schedule:

INCOME REQUIREMENTS

If your income is	Your taxable value is reduced by	Maximum reduction of taxable value	Maximum reduction of true & full value
\$0 - \$40,000	100%	\$9,000	\$200,000
\$40,001 - \$70,000	50%	\$4,500	\$100,000



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

TO APPLY

Homeowners must apply for a property tax credit with their local assessor or county director of tax equalization by March 31 in the year in which their property is assessed and the credit is requested. The application is available at tax.nd.gov/homestead.



QUALIFICATIONS

- Only one person may apply for the credit if a married couple is living together. The person applying for the credit needs to be 65 years of age or older or an individual with a disability.
- You must reside on and have an interest in the property.
- Your income, plus the income of your spouse and any dependents, may not exceed \$70,000 for the calendar year preceding the assessment date.
- Medical expenses paid during the year are deductible from income if not reimbursed by insurance or otherwise.
- You do not qualify to receive the credit if the homestead is rented while the owner is temporarily absent or the homestead is a farm structure, which is exempt from taxation.

Additional Information

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

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 1-866-634-8387.

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

Disability %	Maximum Reduction
100%	\$9,000
90%	\$8,100
80%	\$7,200
70%	\$6,300
60%	\$5,400
50%	\$4,500



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

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

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



Visit tax.nd.gov for more information.



The Program

The Disabled Veterans Credit is a property tax credit program that is available to veterans of the United States Armed Forces with a service-connected disability. This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



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

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

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

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



PRIMARY RESIDENCE CREDIT

NORTH DAKOTA HOMEOWNERS MAY RECEIVE UP TO A \$1600 PROPERTY TAX CREDIT!

Learn more at
tax.nd.gov



- NO AGE OR INCOME RESTRICTIONS
- PROPERTY MUST BE RESIDENT'S PRIMARY HOME
- APPLICATIONS MUST BE SUBMITTED JANUARY 1- APRIL 1, 2026

APPLY ONLINE AT [TAX.ND.GOV/PRC](https://tax.nd.gov/prc)



Limit one credit per household, annual application required

	2023	2024	2025
Legislative Tax Relief:	796.08	1,005.62	945.99
Tax Distribution (3-year comparison):	2023	2024	2025
True and Full Value	406,000	435,600	446,800
Taxable Value	18,270	19,602	20,106
Less: Homestead credit	(4,500)	(4,500)	(4,500)
Disabled Veteran credit	(8,100)	(8,100)	(9,000)
Net Taxable Value	<u>5,670</u>	<u>7,002</u>	<u>6,606</u>
Total mill levy	<u>281.020</u>	<u>280.470</u>	<u>263.870</u>
Taxes By District (in dollars):			
Morton County	310.32	371.29	244.14
City of Mandan	362.48	448.78	412.74
Mandan City Park	165.16	204.12	190.52
Mandan Public School	525.90	647.18	630.96
Voter Approved School Bonds	195.44	250.04	224.80
Soil Conservation District	5.72	7.42	6.92
Lower Heart Water District	22.68	28.02	26.44
State Medical Center	<u>5.68</u>	<u>7.00</u>	<u>6.60</u>
Consolidated Tax	1,593.38	1,963.85	1,743.12
Primary Residence Credit*	0.00	(500.00)	(1,600.00)
Net Consolidated Tax After Credit	1,593.38	1,463.85	143.12
Net effective tax rate	0.39%	0.34%	0.03%

The Mandan City Commission met in regular session at 5:30 PM on December 16, 2025 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

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

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Quarterly Employee Anniversary Recognition.* Human Resources Director Berger presented.
2. *New Employee Introductions.*
 - a. ~~*Kailee Murphy – Laboratory Technician I – WWTP.*~~
 - b. *McCain Kruger - Operator I - WTP.* City Engineer Wigness presented.
 - c. *Denise Sather - Circulation Desk - Library.* Library Director Barb Sandstrom presented.
 - d. *Lynelle Boucher - Records Technician - Mandan Police Department.* Police Chief Ziegler presented.
 - e. *David Glatt - Fire.* Fire Chief Bitz presented.
3. *Project Updates.* City Engineer Wigness presented.
4. *Holiday Light Tour Map.* City Engineer Wigness presented.
5. *2025 North Dakota Santa Run on Saturday, Dec. 13 at 4:15 p.m. - Rescheduled to Saturday, Dec. 20 at 4:15 p.m..* Mandan Progress Organization Executive Director Matt Schanandore presented.
6. *Fireworks, December 31, 2025.* Mandan Progress Organization Executive Director Matt Schanandore presented.

D. PUBLIC COMMENT

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

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

F. MINUTES

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

G. PUBLIC HEARING

1. *Consider a zone change from RM (Residential) and Agriculture to RM (Residential) and a minor plat for Big Sky Estates 8th Addition.* Planner Laqua presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider Resolution Determining Insufficiency of Protests for the Lower Heart Levee project.* City Engineer Wigness presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

H. BIDS

1. *Consider Bids for Rock Prairie Estates, Street Improvement District 237.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

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

1. *Consider approval of monthly bills.*

2. *Consider Annual Highway Closure Agreement for Special Events.*

3. *Consider approval of the Special Event Permit for the New Year's Eve Fireworks Show.*

4. *Consider approval of the raffle permit for North Dakota American Legion Auxiliary.*

5. *Consider acceptance of the 2026 Lottery Grant Award for Metro Area Narcotics.*

6. *Consider the appointment of Sherwin Wanner to the Special Assessment Commission.*

7. *Consider the appointment of Jordan Schneider and Victora Vayda-Hammond to the Mandan Architectural Review Commission.*

8. *Consider the appointment of Bill Robinson and Will Gardner to another term on the Planning & Zoning Commission.*

9. *Consider the appointment of Stephen Koppy to the Mandan Airport Authority.*

10. *Consider a minor plat for Mandan Industrial Park 15th Addition.*

11. *Consider Change Order for Street Improvement District 235, Lohstreter Road and Shady Acres.*

12. *Consider allowing staff to enter into negotiations for an agreement with EAPC Architects for design services related to Fire Station No. 3.*

13. *Consider an Engineering service agreement with Swenson, Hagen & Company for construction oversight related to Rock Prairie Estates (SID 237).*

14. *Consider approval of Gaming Site Authorization for the North Dakota Friends of NRA State Fund Committee, LLC.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider Task Orders related to sanitary sewer collection and water distribution support.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve entering into Task Order No. 13 – Water Distribution and Task Order No. 14 – Collection System On-Call Professional Services with AE2S, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
 2. *Consider Change Order for the Collins Ave Reservoir project.* City Engineer Wigness presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve Change Order DN-02, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
 3. *Consider Public Transportation Grant Program Application from Bis-Man Transit.* City Administrator Neubauer and Deidre Hughes presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve the Bis-Man Transit request for funding assistance from the one-half cent city sales tax fund in the amount of \$110,664.21 to address the 2025 Operating Shortfall. Roll Call vote: Aye 5, Nay 0. The motion passed.
- L. RESOLUTIONS AND ORDINANCES
- M. OTHER BUSINESS
- N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS
- *January 6, 2025 at 5:30 p.m.*
 - *January 20, 2026 at 5 p.m*
 - *February 3, 2026 at 5:30 p.m.*
- .
- O. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 6:20 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 23, 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.
8. Ramona Furlong Letter Jan. 6, 2026_Redacted

FISCAL IMPACT:

N/A

STAFF IMPACT:

LEGAL REVIEW:

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

RECOMMENDATION:

The Planning & Zoning Commission recommended approval, at the December 22 meeting, 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)	☒ Special Use Permit (\$450)
Annexation (\$450)	Stormwater submittal (\$300)
Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	

Engineer/Surveyor			Property Owner or Applicant		
Name Toman Engineering Co			Name Monte Gawryluk		
Address [REDACTED]			Address [REDACTED]		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email [REDACTED]			email [REDACTED]		
Phone [REDACTED]		Fax [REDACTED]	Phone [REDACTED]		Fax [REDACTED]
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name
City	ETA	New	Addition	CB	CB	Missouri Landing Addition
Property Address 2600 Marina Road SE				Legal Description Lot 1 + And Lot "A" of Lot 2		
Current Use				Block 1, Bridgeway Bay Addition		
Proposed Use Commercial Flex Space				Section 6 Township 138 Range 80		
Parcel Size 2.17 ac	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	

Print Name Monte Gawryluk	Signature [Signature]	Date 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 arials. The zoning map may be found on the City's website at CityofMandan.com and selecting Departments → Engineering and Planning → Maps → Zoning Map or by clicking [here](#) if viewing this document digitally.

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

Zoning

Zoning Map Key

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



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- January '24 Planning Items

Future Land Use Plan

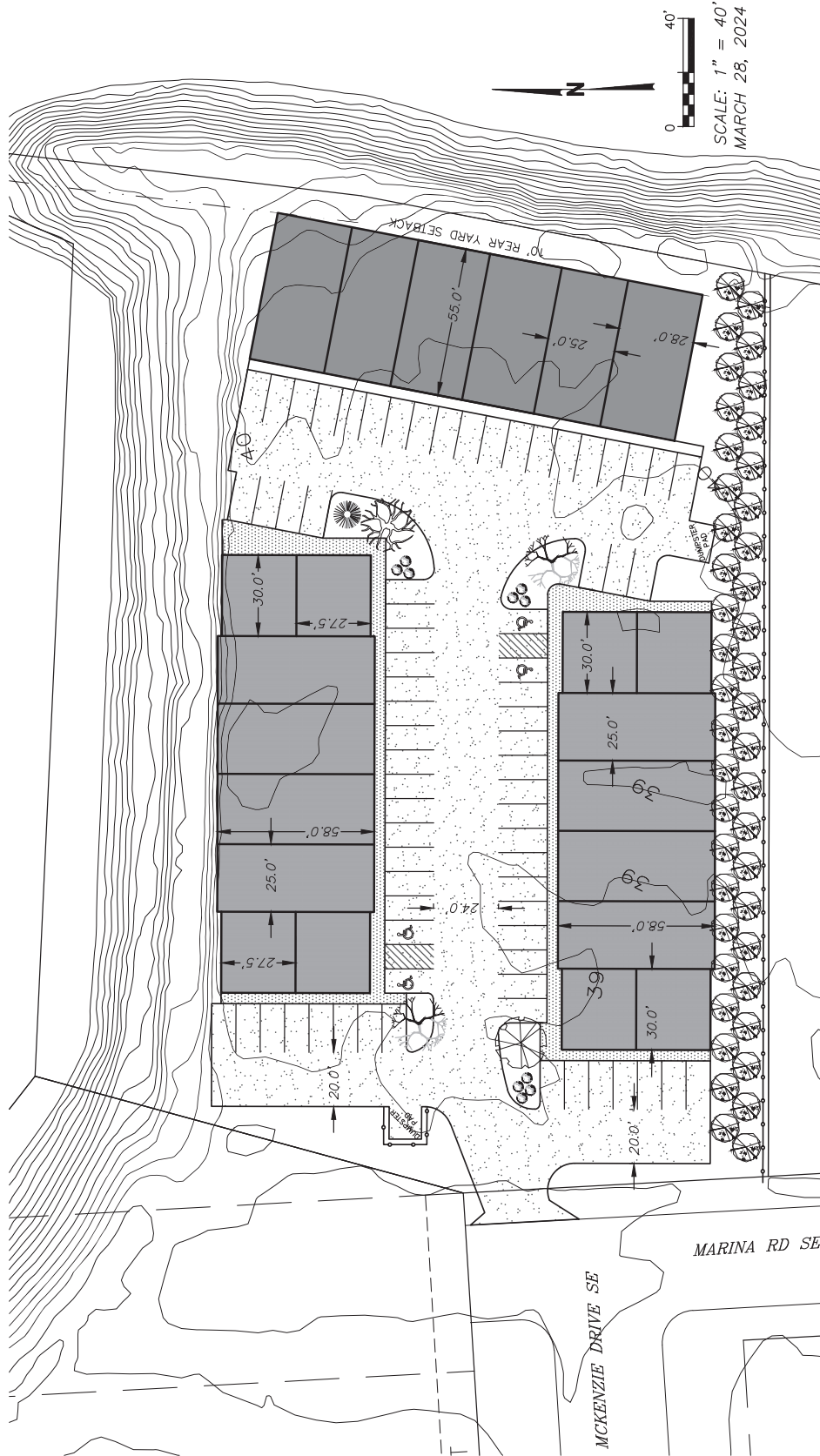


0 0.07 0.15 0.3 Miles

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

REVISÉ 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

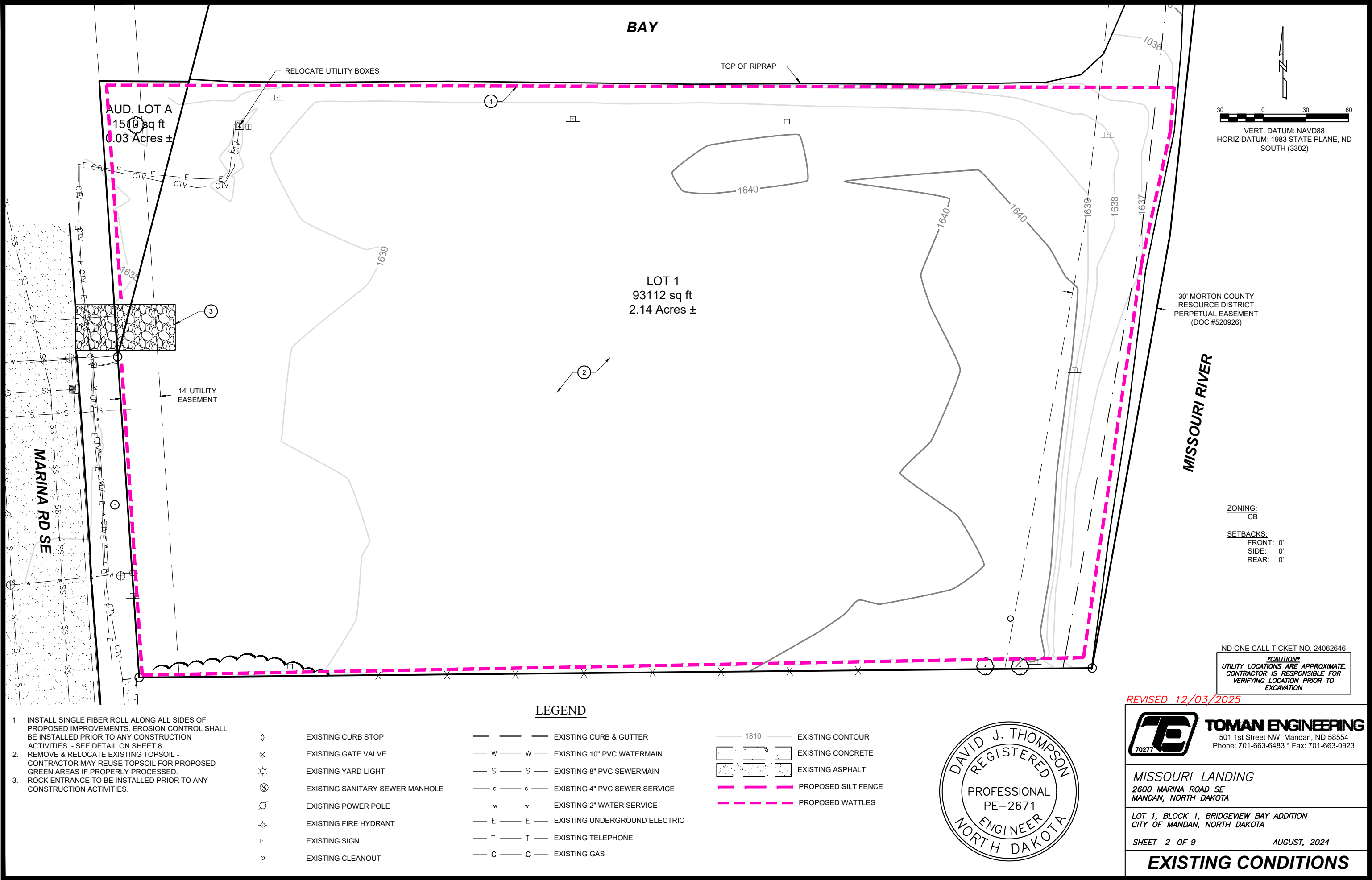
LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

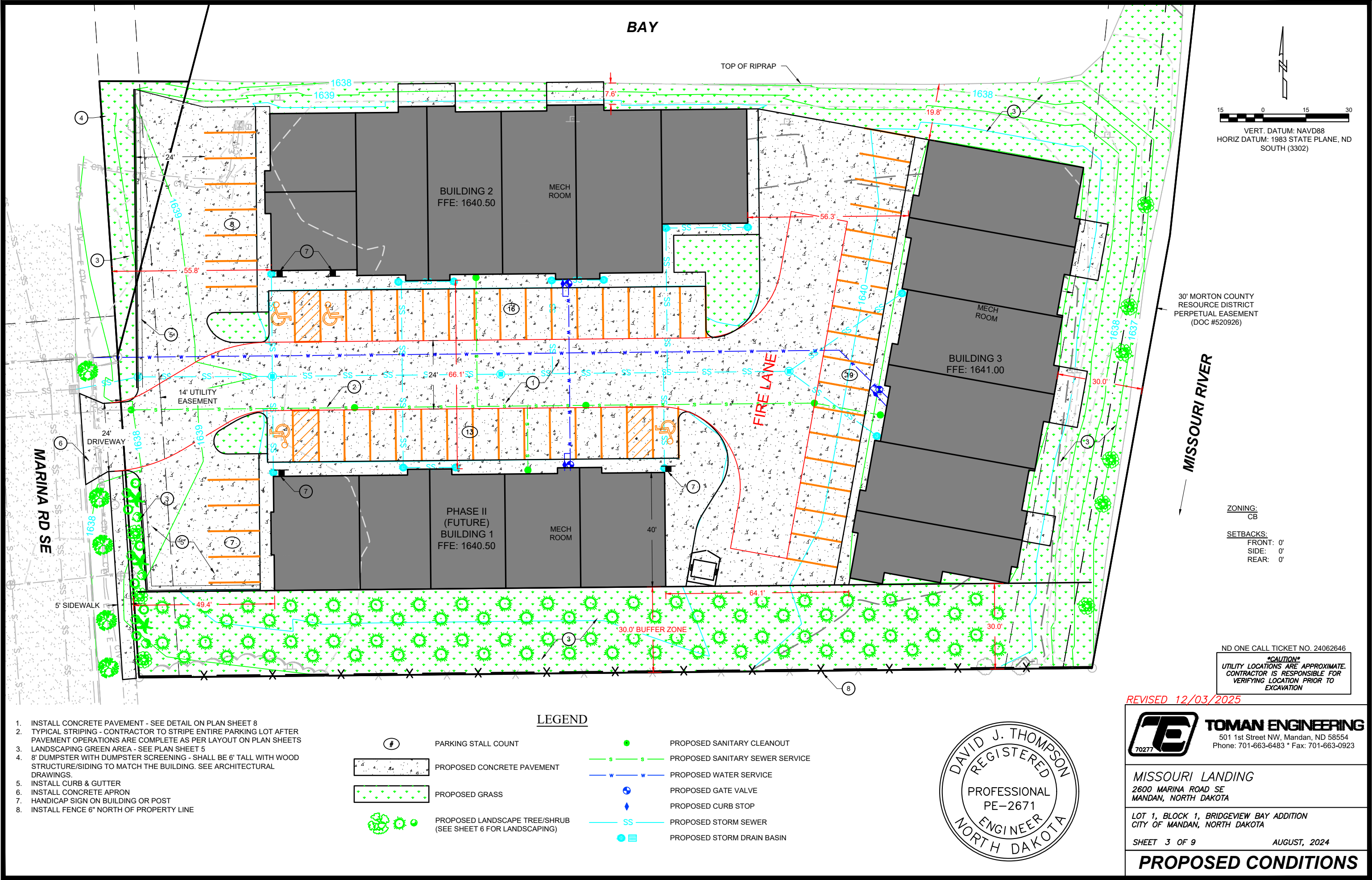
SHEET 1 OF 9

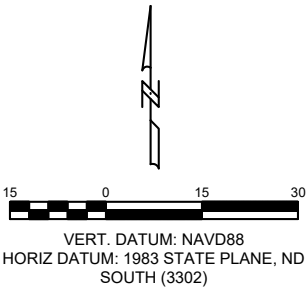
AUGUST, 2024

TITLE SHEET

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







30' MORTON COUNTY
RESOURCE DISTRICT
PERPETUAL EASEMENT
(DOC #520926)

MISSOURI RIVER

ZONING:
CB

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

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



ND ONE CALL TICKET NO. 24062646

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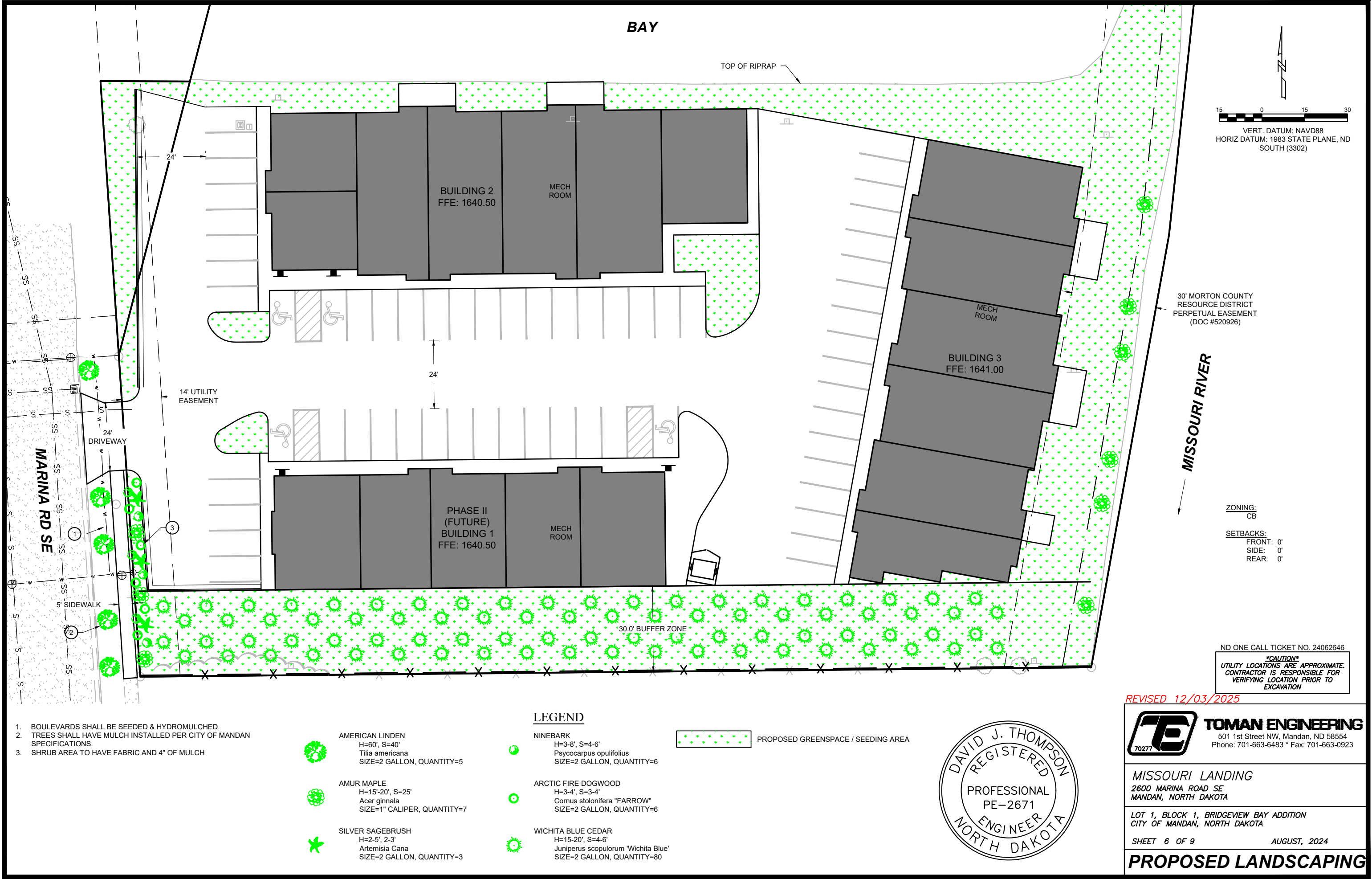
MISSOURI LANDING
2600 MARINA ROAD SE
MANDAN, NORTH DAKOTA

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

SHEET 5 OF 9

AUGUST, 2024

PRO. STORM SEWER



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

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

LEGEND

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

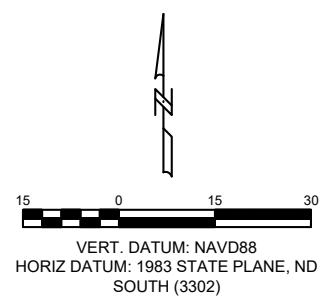
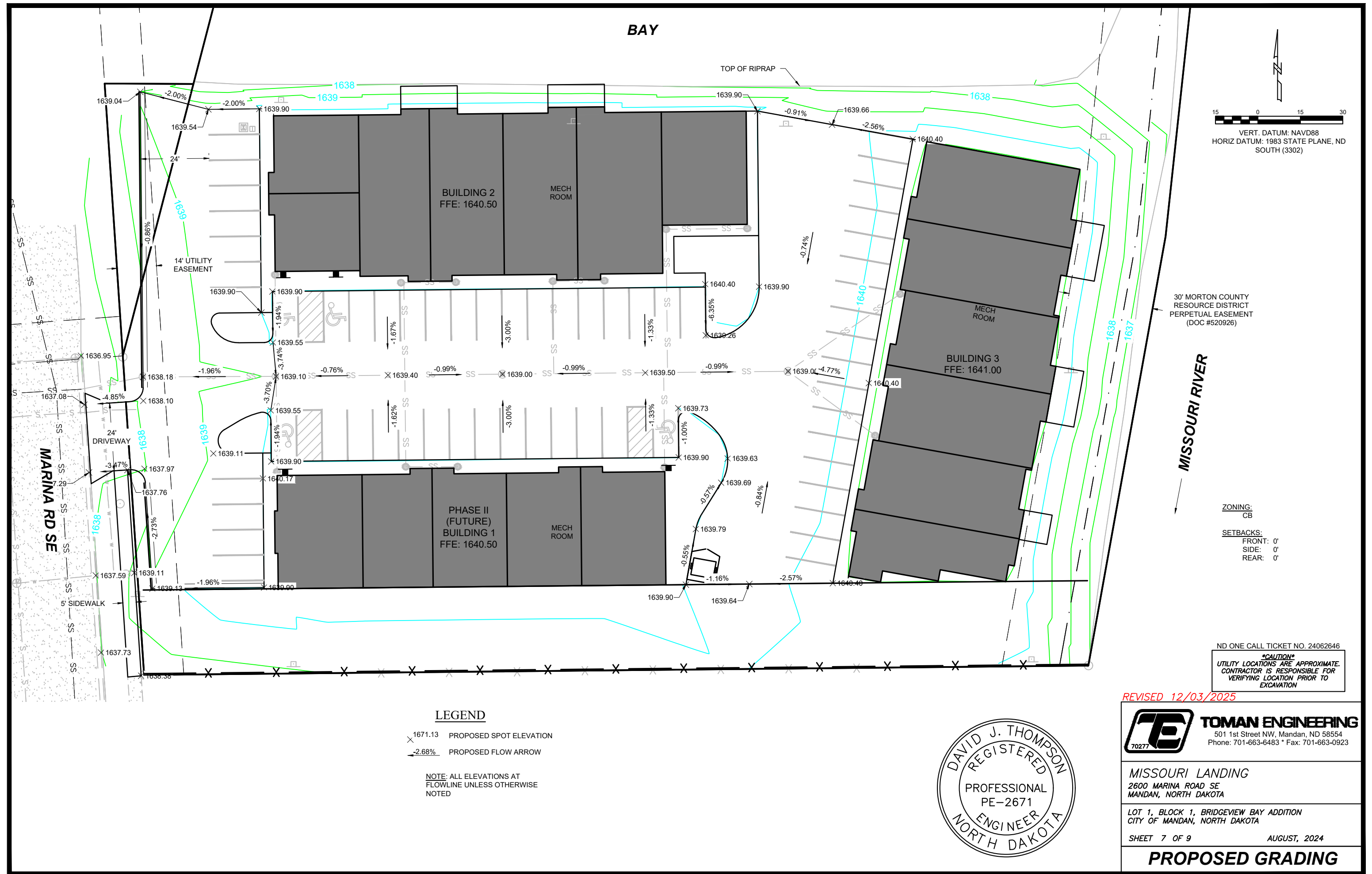


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MANDAN, NORTH DAKOTA
LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 6 OF 9 AUGUST, 2024

PROPOSED LANDSCAPING



30' MORTON COUNTY
RESOURCE DISTRICT
PERPETUAL EASEMENT
(DOC #520926)

MISSOURI RIVER

ZONING:
CB

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

ND ONE CALL TICKET NO. 24062646

CAUTION
UTILITY LOCATIONS ARE APPROXIMATE.
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EXCAVATION

LEGEND

- 1671.13 PROPOSED SPOT ELEVATION
- 2.68% PROPOSED FLOW ARROW

NOTE: ALL ELEVATIONS AT
FLOWLINE UNLESS OTHERWISE
NOTED



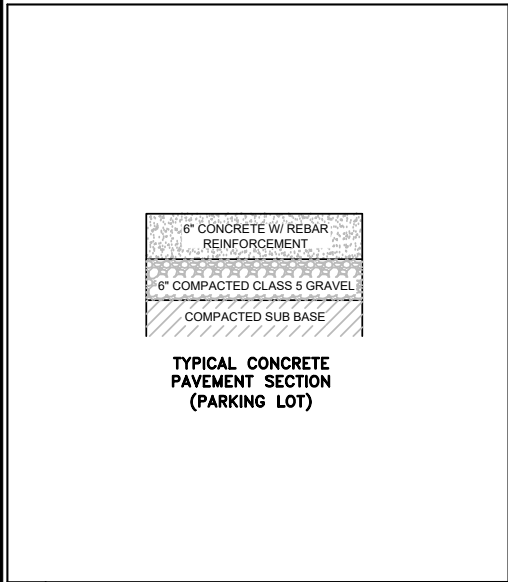
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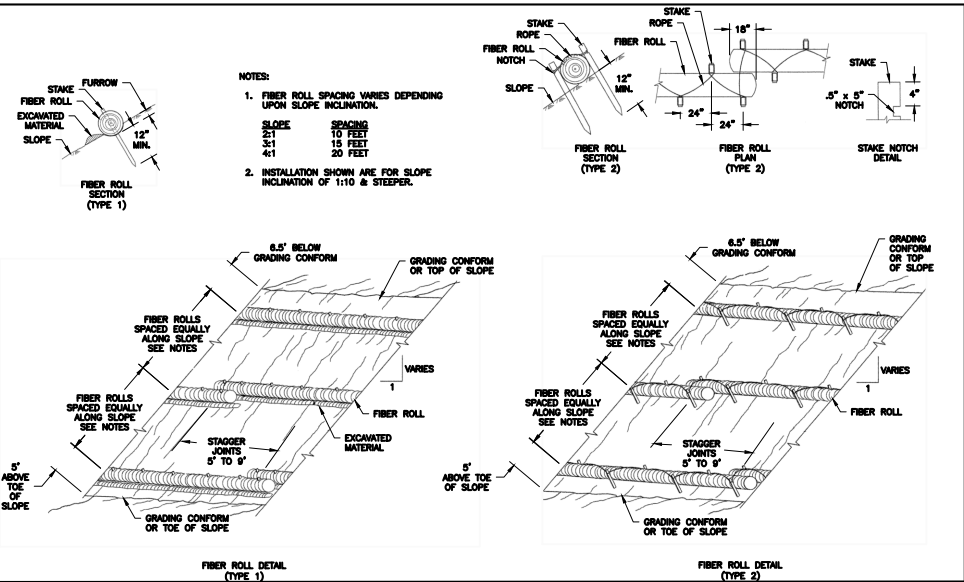
LOT 1, BLOCK 1, BRIDGEVIEW BAY ADDITION
CITY OF MANDAN, NORTH DAKOTA

SHEET 7 OF 9AUGUST, 2024

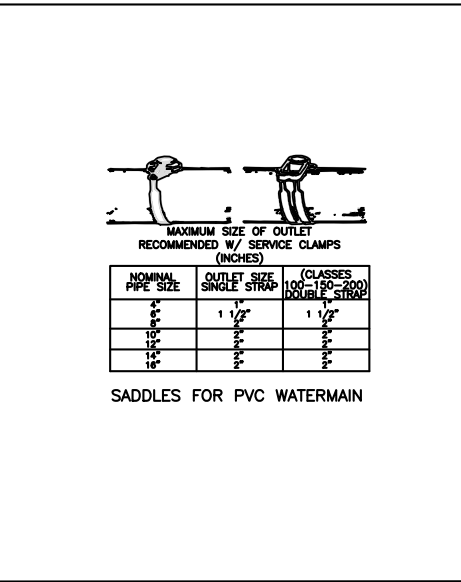
PROPOSED GRADING



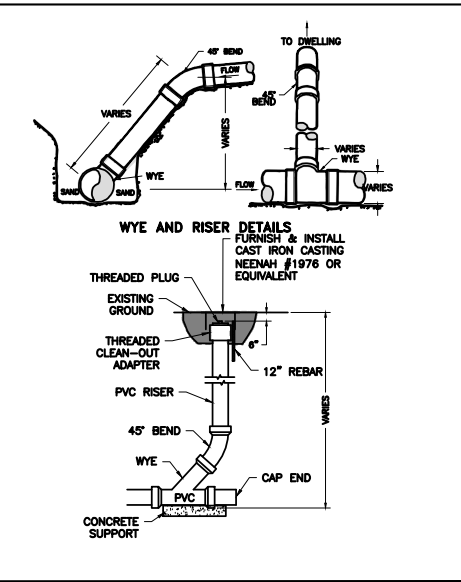
1 CONCRETE TYPICAL SECTIONS
SCALE - NTS



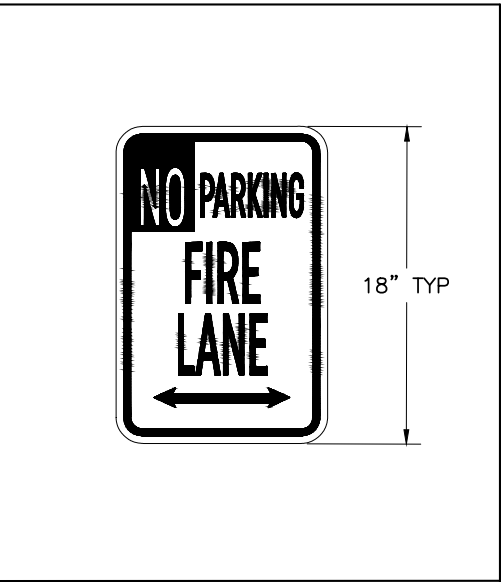
2 FIBER ROLL INSTALLATION
SCALE - NTS



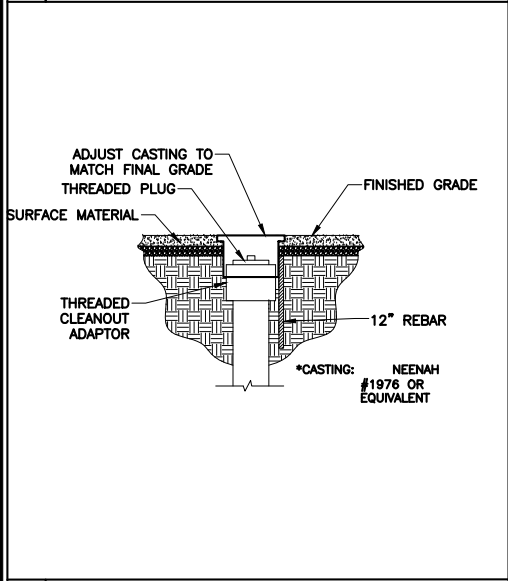
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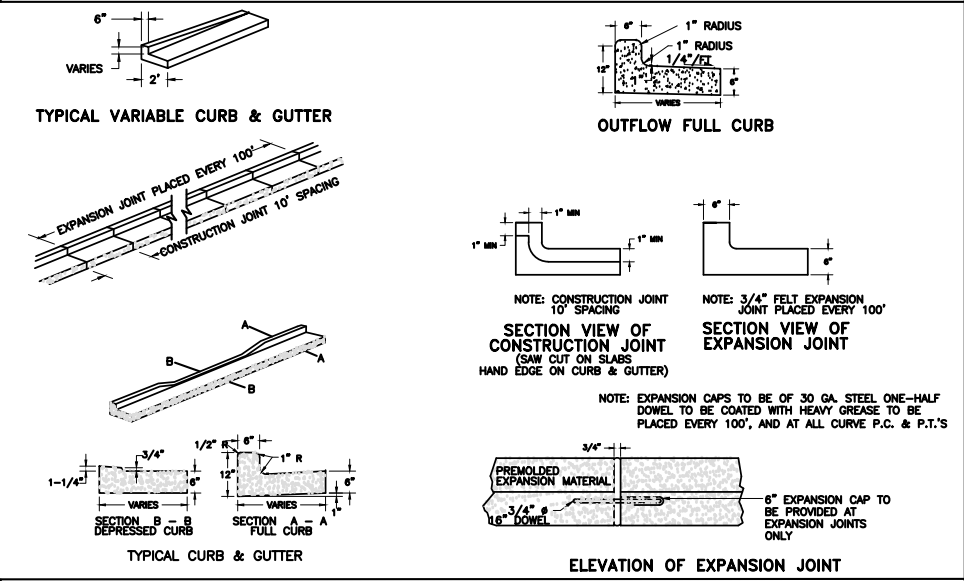
4 SANITARY SEWER WYE & CLEANOUT
SCALE - NTS



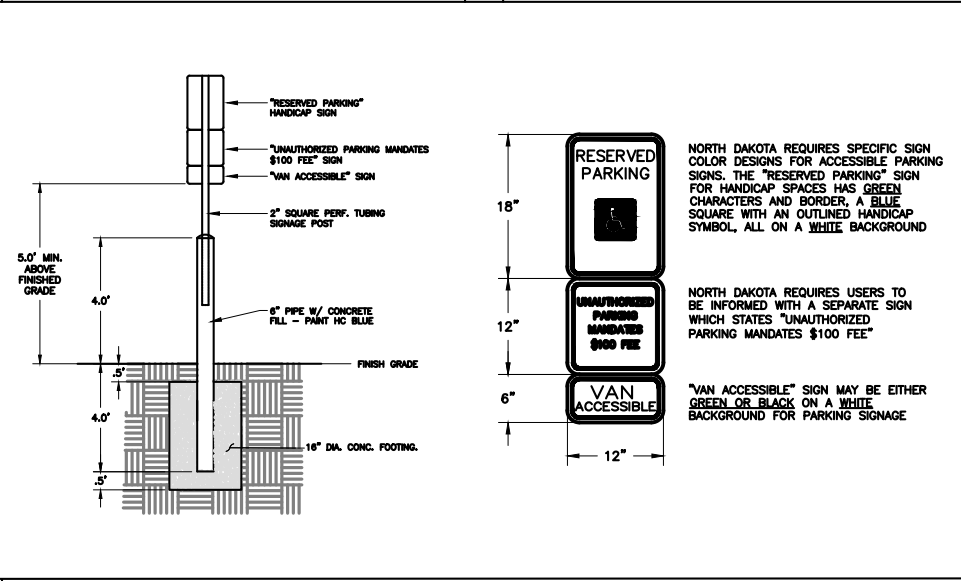
5 NO PARKING / FIRE LANE SIGN
SCALE - NTS



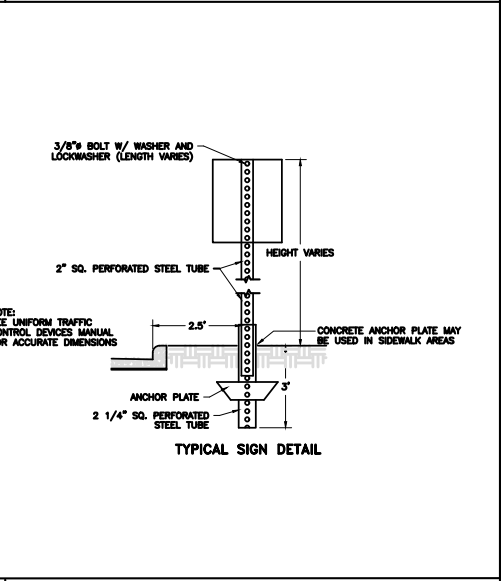
6 CLEANOUT ADJUSTMENT
SCALE - NTS



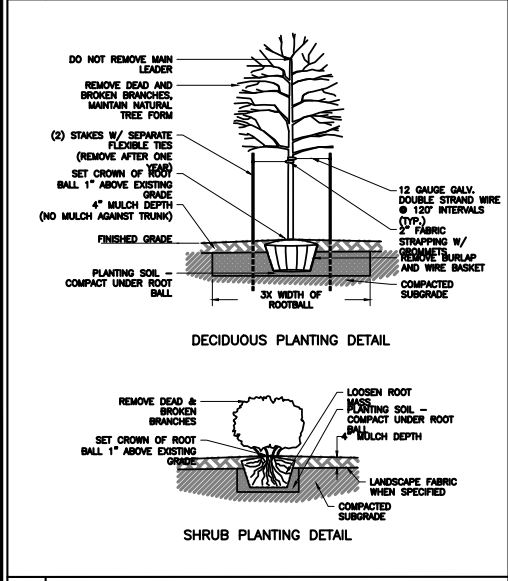
7 CURB AND GUTTER
SCALE - NTS



8 HANDICAP PARKING SIGNAGE (POST MOUNTED)
SCALE - NTS



9 TYPICAL SIGN
SCALE - NTS



10 TREE & SHRUB PLANTING DETAIL
SCALE - NTS



REVISED 12/03/2025

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

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 ¾" 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 ½ 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 Ownr.

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 ¼" to ½" 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.



REVISED 12/03/2025



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MANDAN, NORTH DAKOTA

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

SHEET 9 OF 9AUGUST, 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 condominiums 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: All 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 be 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

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 allowed 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 shall not detract from the overall appearance and attractiveness of 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 in 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 a 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 be 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 COMMERCIAL ASSOCIATION

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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 duly 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 or 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 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 1. 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 a 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 deem 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 amount 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 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 the same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and 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 of 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 shall 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 1. 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 of 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 be 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

UNIT 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

FURLONG LAW FIRM
PLLC

January 6, 2026

Mayor Froelich
City of Mandan, Planning Dept.
205 2nd Ave NW, Mandan, ND 58554

via email only

RE: Bridgeview Bay Addition, Lot 1, Block 1, sec 6, T138N, R80W, Mandan

Mayor Froelich:
Commissioners:

The change in unit configuration for the buildings for these shop condos was approved by Planning and Zoning Commission in part because the Special Use Permit, while it noted 3 buildings - one with 5 units, one with 6 units and one with 7 units, did not state which building would have which number of units. However, at the September 22, 2025 Planning and Zoning Commission meeting, the City Planner Rachel Laqua noted the north building had 7 units, the east building 5 units and the south building, 6 units. Additionally, the site plan approved by the City Commission at its meeting on September 17, 2024, matched the Planner's comments. See attached site plan.

At that same September 2024 meeting, then-Planner Andrew Stromme indicated the developer had removed the southern-most unit (closest to our property) on the east building which runs along the river in order to move forward with its project. However, after the project was approved, the developer proceeded to install the foundation for this southern-most unit that it had said it would remove. When this was brought to the attention of inspector / engineer Jordan Singer, he told me the developer could not build that unit and he had directed them to remove the footings. This was December of 2024. Emails from Jordan Singer show that at the same time that he was telling us he had directed them to remove it, he was working with the developers to allow them to proceed with constructing that unit. The developers had also already started changing the configuration of the other buildings by combining units which changes were contrary to what the City had approved. In the spring, Jordan continued to rebuff our concerns about this southernmost unit. That he would tell us that he had directed the developer to remove the footings for this unit while simultaneously working with the developer to allow them to build this unit shows a level of deceit and misrepresentation that should not be allowed. The City and its representatives and employees have a duty to be transparent and should have some level of integrity in their representations, which we relied on to our detriment.

Furthermore, the site plan that was approved and has never been altered, consists of a 30-foot buffer, 4 rows of trees and a fence. At least one plan on today's submittal shows 2 rows of trees and less than 30 feet and I understand is not be part of today's agenda.

The developer's request to alter the building configuration should be denied.

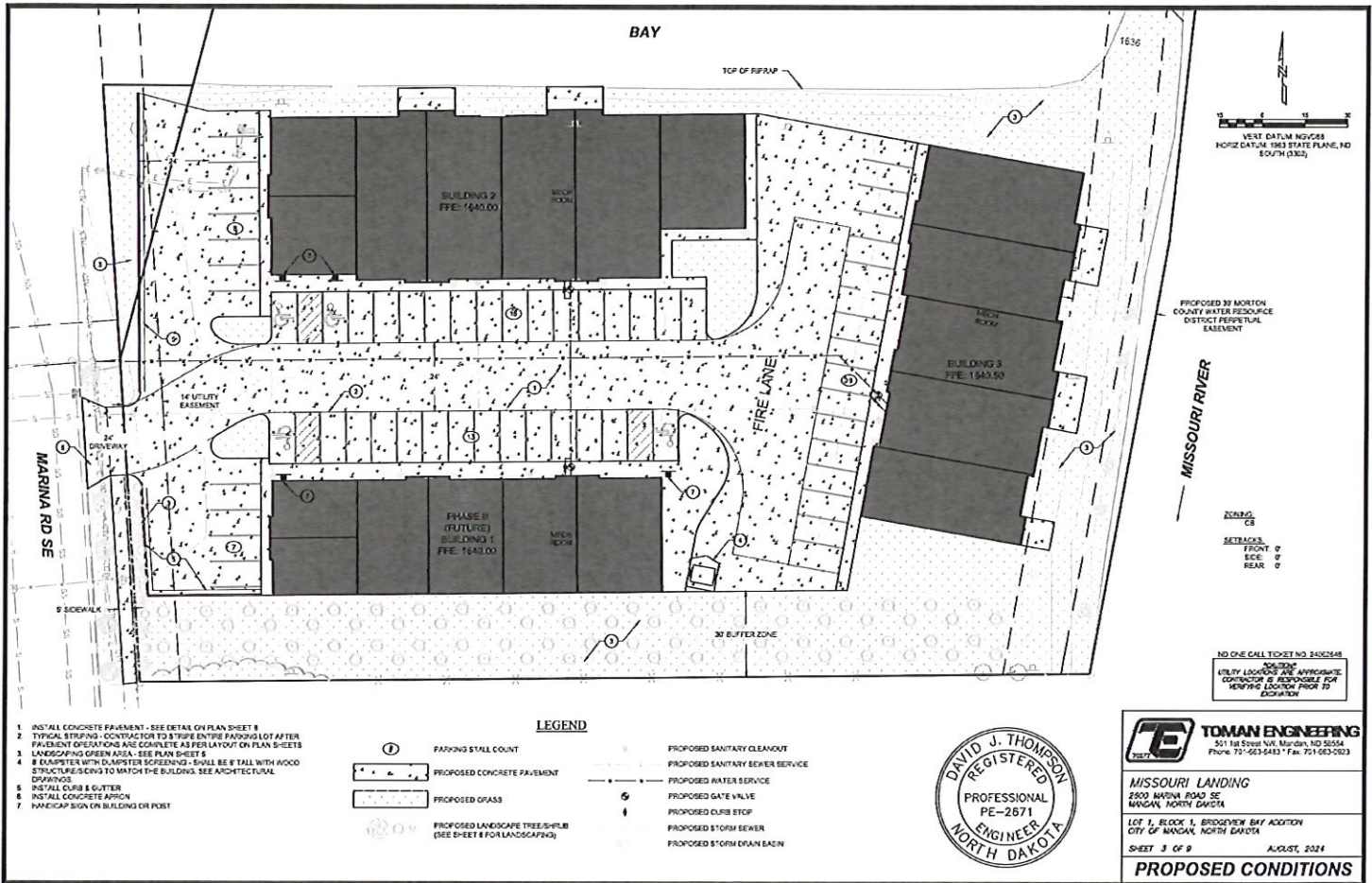
Sincerely,

FURLONG LAW FIRM


Ramona Garcia Furlong, Attorney

cc: Tim Furlong, Irish Oil & Gas, Inc.

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



K:\Projects\3000\3027 Missouri Landing\03 3027 Proposed Conditions.dwg, 8/20/2024 3:04:36 PM, andra, 1:1



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider a resolution determining the sufficiency/insufficiency of protests for Street Improvement District 241 (Red Trail)

STATEMENT/PURPOSE:

To review and consider the resolution of insufficiency of protests for Mandan Street Improvement District 241.

BACKGROUND/ALTERNATIVES:

On November 18th resolutions were passed to create Street Improvement District 241. The subsequent 30 day protest period followed. During the protest period, an additional public input meeting was held to relay project information, seek input, and answer resident questions.

After the 30 day protest period, there was a total of 5.57% of the land area that protested the project. There were 32 total protests, equaling 5.71% of the properties.

Due to the insufficiency of protests, we are recommending moving forward with final design and bidding. It is estimated that the project will be ready for bid in March.

ATTACHMENTS:

1. Protest Map
2. Project Flowchart3A

FISCAL IMPACT:

The total project cost for the 2026 project is estimated to be \$4,365,000. Moore Engineering's task order 9 amendment is for \$115,000.

STAFF IMPACT:

Significant time and effort working alongside Moore Engineering on this project.

LEGAL REVIEW:

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

RECOMMENDATION:

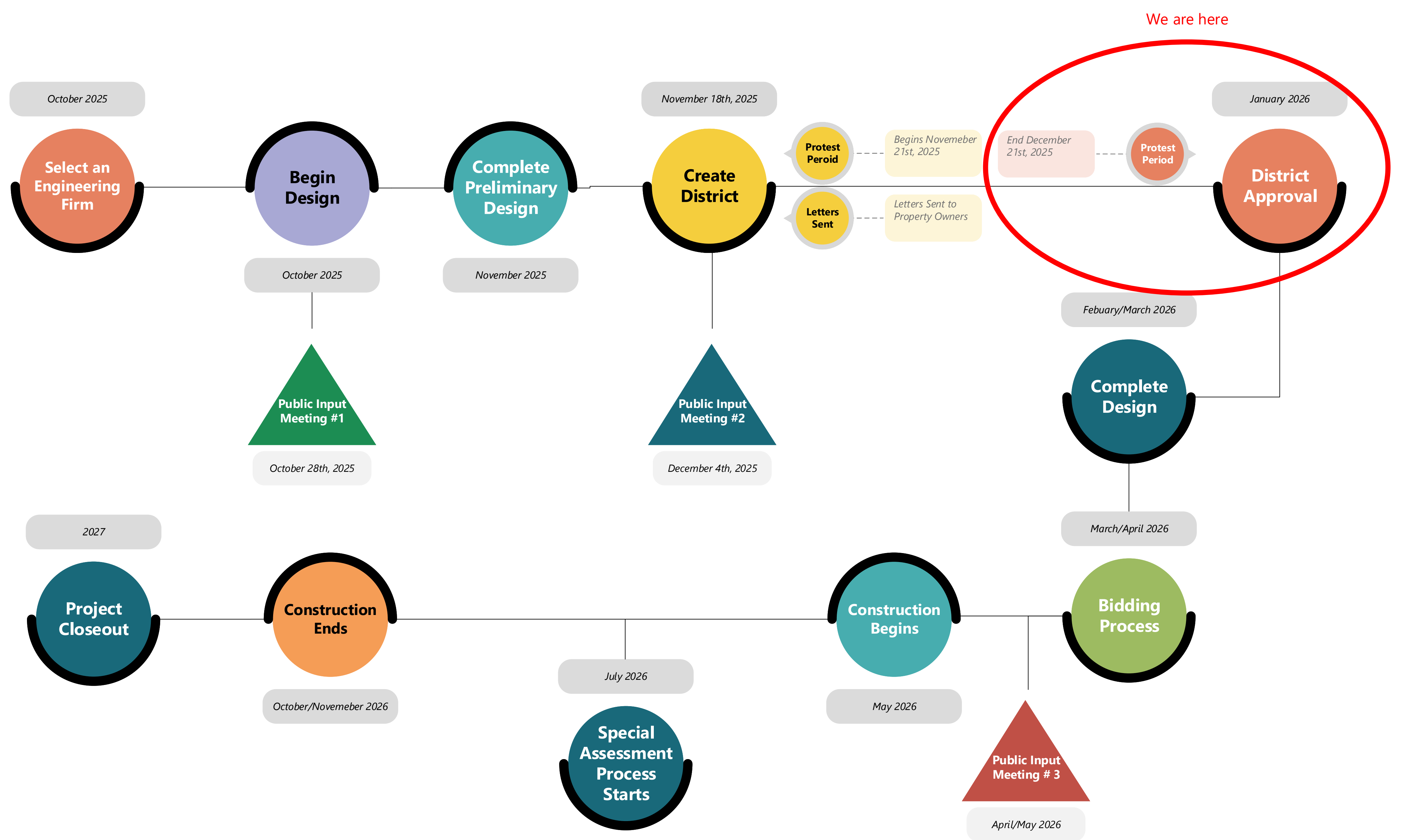
To open a public hearing, then move to the associated item under Resolutions and Ordinances.

SUGGESTED MOTION:

N/A



Created By: BAO Date Created: 12/20/25 Date Saved: 12/23/25 Project Number: 30131 Map Name: Processing
Exported By: leah.wu Date Exported: 12/23/25 Parcel: NO 17126 Aerial Image: 2024 NAD 83
Elevation Data: Coordinate System: NAD 1983 StatePlaneNorth Dakota South FIPS 5000 Feet Vertical Datum: NAD1986
G:\Project\30000\30131\30131_1\MapData\Processing\MapData\30131_1\MapData\30131_1_Plot1_Maps\30131_Plot1_Map.aprx





City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Consider Awarding Bids for the Terra Vallee Decommissioning Project

STATEMENT/PURPOSE:

To review and possibly award bid for the Terra Vallee Decommissioning Project.

BACKGROUND/ALTERNATIVES:

On December 9th, bids were opened for this project. There were three bidders, Cofell's Plumbing & Heating, Earthwork Services, and Crow River Construction. The lowest bid received was from Crow River Construction in the amount of \$1,006,409.75, which is approximately 10% lower than the engineer's estimate of 1,120,000. This project would install a new sanitary sewer line extending from 8th Ave NW to HWY 1806. This new sewer line would eliminate the need for a lift station and reroute sewer to the east.

ATTACHMENTS:

1. Terra Vallee Sewer Improvements Bid Tab (signed)

FISCAL IMPACT:

This project will be paid for out of the Utility funds.

STAFF IMPACT:

Staff will spend time coordinating with Apex Engineering.

LEGAL REVIEW:

All documents have been made available to the City Attorney.

RECOMMENDATION:

To award the bid for Terra Vallee Decommissioning to Crow River Construction.

City Commission

Agenda Documentation

January 6, 2026

Subject: Consider awarding bids for the Terra Vallee Decommissioning project

Page 2 of 2

SUGGESTED MOTION:

I move to award the bid for Terra Vallee Decommissioning to Crow River Construction.



Water | Transportation | Municipal | Facilities

Bid Opening

Terra Vallee Sewer Improvements

City of Mandan, North Dakota

December 19, 2025 | 10:00 AM CT | Mandan City Hall

Apex Project No. 23.131.0237

Bidder	Addendum 1 & 2 Acknowledged	Separate Bid Security Envelope		Bid Amount
		5% Bid Bond	ND Contractor License	
Cofell's Plumbing & Heating, Inc.	x	x	x	\$1,091,473.00
Earthwork Services, Inc.	x	x	x	\$1,099,502.00
Crow River Construction	x	x	x	\$1,006,409.75
Lowest Bid Total:				\$1,006,409.75
Engineer's Estimate				\$1,120,000.00

Certification:

I certify that these bids were received and opened on Friday, December 19, 2025, at 10:00 AM CT, at Mandan City Hall, 205 2nd Avenue NW, Mandan, ND 58554.

Blake Sander

12/22/2025

Blake Sander, PE

Date



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 23, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: 2026 Budget Amendment and Contract Amendment 2, with Interstate Engineering for Planning Services

STATEMENT/PURPOSE:

To consider 2026 Budget Amendment and Contract Amendment 2, with Interstate Engineering for planning services,

BACKGROUND/ALTERNATIVES:

With the departure of City Planner, Andrew Stromme, assistance will be necessary in the planning area to keep projects moving forward. We received proposals from Interstate Engineering and Houston Engineering. Upon evaluation of each, Andrew and I recommend entering into a contract with Interstate Engineering. Rachel LaQua, will be the primary contact with Interstate Engineering and she has experience both with the City of Williston and via her work with Interstate Engineering.

The original contract proposal's term was through August 31, 2025, with Amendment 1 approved in August 2025 which went through Dec. 31, 2025. Amendment 2, will term through June 30, 2026, and is on an as-needed basis with a not-to-exceed amount of \$90,000. Funds are available via unspent dollars allocated in the 2026 budget for an assistant city planner and planner. This amendment is on a time and materials basis. Therefore, if the new planner were to begin, the amount expended on this contract would be reduced. Part of this request is to transfer the funds from salaries and benefits to the contractual services in the planning department.

We have an offer and acceptance for a new City Planner with an individual. However, the paperwork process on their end is taking longer than anticipated. Therefore, we are requesting an extension of the existing contract, from January 1, 2026, through June 30, 2026. The planning work provided by Interstate Engineerings team has been outstanding, and we look forward to continuing this relationship through June 30, 2026.

We will also be back in contact with the candidate for a status update. We last touched based in Dec. 2025 and will again reach out and offer any assistance we can provide.

ATTACHMENTS:

1. Interstate Engineering Amendment 2 Mandan Planning

FISCAL IMPACT:

Transfer funds (\$90,000) from the salaries and benefits items within the planning department to contractual services in the planning department. No additional funds beyond what is budgeted will be expended.

STAFF IMPACT:

Staff time and effort will be expended to handle the various tasks in the planning area.

LEGAL REVIEW:

Contract has been provided to Attorney Oster for review.

RECOMMENDATION:

I recommend a 2026 budget transfer of \$90,000 from the salaries and benefits line items within the planning department and contractual services within the planning department, and approve Amendment 2, to the original contract.

SUGGESTED MOTION:

I move to approve a 2026 budget transfer of \$90,000 from the salaries and benefits line items within the planning department to the contractual services within the planning department, and approve Amendment 2, to the original contract.



AMENDMENT NUMBER 2 TO
AGREEMENT TO FURNISH PLANNING SERVICES TO THE
CITY OF MANDAN, NORTH DAKOTA
For
MUNICIPAL PLANNING SERVICES

This Amendment provides for professional planning services to be performed by INTERSTATE ENGINEERING, INC., (hereinafter the PLANNER), for the CITY OF MANDAN, (hereinafter the OWNER), in accordance with the Agreement to furnish Planning Services to the OWNER, dated **June 3, 2025** (hereinafter the Agreement). This Amendment, when executed by both parties, shall become a supplement to and part of the basic Agreement.

1. BACKGROUND DATA:

- a. Specific Project Title: Municipal Planning Services for the City of Mandan
- b. Specific Project Description: Municipal planning services to be provided through June 30, 2026, with an expected rate of work of 24-36 hours per month.

2. DESCRIPTION OF MODIFICATIONS

- a. For the Additional Services or the modifications to services set forth, OWNER shall pay PLANNER the following additional or modified compensation: Additional compensation of \$90,000 (Not to Exceed) based on hourly rates will be needed due to the extension of planning services.
- b. The schedule for rendering services under this Agreement is modified as follows: Extend interim municipal planning services through June 30, 2026.

3. TASK ORDER SUMMARY (Reference only)

a. Original Task Order amount:	\$ <u>50,000.00</u>
b. Net change for prior amendments:	\$ <u>60,000.00</u>
c. This amendment amount:	\$ <u>90,000.00</u>
d. Adjusted Agreement amount:	\$ <u>200,000.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in the Agreement.



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

The Effective Date of this Amendment is January 1, 2026.

OWNER:

By: _____

Date
Signed: _____

Name: _____

Title: _____

Attest: _____

Title: _____

PLANNER:

By: Rachel Laqua

Date
Signed: 11/26/25

Name: Rachel Laqua, AICP

Title: Planning Director, Interstate Engineering

Attest: _____

Title: _____



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 24, 2025
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 24, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Brady Wolf

STATEMENT/PURPOSE:

To consider 2024 Application for Disabled Veterans Property Tax Credit for property located at 226 Cobblestone Lp SW

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-6116790 with a legal description of Lot 13, Block 5, Keidel's Southheart Terrace Third Addition.

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

ATTACHMENTS:

1. Veterans Credit Flier
2. Wolf Abatement Application

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 Abatement Application for Brady Wolf at 226 Cobblestone Lp SW

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 Abatement Application for Brady Wolf at 226 Cobblestone Lp SW as presented.

Additional Information

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

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 1-866-634-8387.

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

Disability %	Maximum Reduction
100%	\$9,000
90%	\$8,100
80%	\$7,200
70%	\$6,300
60%	\$5,400
50%	\$4,500



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

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

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



Visit tax.nd.gov for more information.



The Program

The Disabled Veterans Credit is a property tax credit program that is available to veterans of the United States Armed Forces with a service-connected disability. This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



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

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

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

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



Application For Abatement Or Refund Of Taxes
North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-6116790

Name WOLF/BRADY M & MELISSA K

Telephone No. _____

Address 226 COBBLESTONE LOOP SW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 13 BLOCK 5 KEIDEL'S SOUTH HEART TERRACE 3RD

RECEIVED
DEC 17 2025

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

Land	\$ <u>60,000</u>
Improvements	\$ <u>555,900</u>
Total	\$ <u>615,900</u>

(1)

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

Land	\$ <u>60,000</u>
Improvements	\$ <u>555,900</u>
Total	\$ <u>615,900</u>

(2)

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

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

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

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

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

Was there personal property involved in the purchase price? _____ Estimated value: \$ _____

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

yes/no

Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____

yes/no

Market value estimate: \$ _____

Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that 2024 Veterans Credit percentage increase be approved.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant _____

Date _____



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 24, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Johnathan Allen

STATEMENT/PURPOSE:

To consider 2025 Application for Disabled Veterans Property Tax Credit for property located at 1406 Central Drive.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-2035000 with a legal description of Lot 9 (Less S 6') Block 3, Mandan Heights 1st Addition.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2025.

ATTACHMENTS:

1. Veterans Credit Flier
2. Allen Abatement Application

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2025 Abatement Application for Johnathan Allen at 1406 Central Drive.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2025 Abatement Application for Johnathan Allen at 1406 Central Drive as presented.

Additional Information

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

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 1-866-634-8387.

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

Disability %	Maximum Reduction
100%	\$9,000
90%	\$8,100
80%	\$7,200
70%	\$6,300
60%	\$5,400
50%	\$4,500



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

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

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



Visit tax.nd.gov for more information.



The Program

The Disabled Veterans Credit is a property tax credit program that is available to veterans of the United States Armed Forces with a service-connected disability. This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



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

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

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

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



Application For Abatement Or Refund Of Taxes

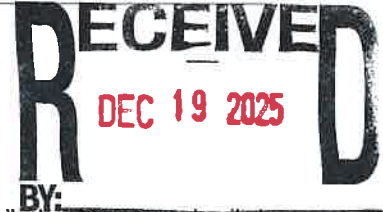
North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2035000
Name ALLEN/JOHNATHAN T & KELLY ALLEN Telephone No.
Address 1406 CENTRAL DR, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 9 (LESS S 6') BLOCK 3 MANDAN HEIGHTS 1ST



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

Land \$ 40,000
Improvements \$ 185,500
Total \$ 225,500
(1)

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

Land \$ 40,000
Improvements \$ 185,500
Total \$ 225,500
(2)

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

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

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that _____

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant _____

Date 12/16/25



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 29, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Soma/Torger

STATEMENT/PURPOSE:

To consider 2025 Application for Disabled Veterans Property Tax Credit for property located at 107 11th Ave NW, Mandan ND.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-3083000 with a legal description of S 1/2 OF LOT 5 AND ALL OF LOT 6 BLOCK 13 MEADS

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2025.

ATTACHMENTS:

1. Veterans Credit Flier
2. Soma/Torger Abatement Application

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2025 Abatement Application for Soma/Torger at 107 11th Ave NW, Mandan ND.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2025 Abatement Application for Soma/Torger at 107 11th Ave NW, Mandan ND as presented.

Additional Information

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

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 1-866-634-8387.

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

Disability %	Maximum Reduction
100%	\$9,000
90%	\$8,100
80%	\$7,200
70%	\$6,300
60%	\$5,400
50%	\$4,500



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

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

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



Visit tax.nd.gov for more information.



The Program

The Disabled Veterans Credit is a property tax credit program that is available to veterans of the United States Armed Forces with a service-connected disability. This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



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

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

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

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



Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan

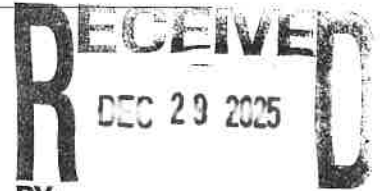
County of Morton Property I.D. No. 65-3083000

Name SOMA/TORGER Telephone No. _____

Address 107 11TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

S 1/2 LOT 5 & ALL LOT 6 BLOCK 13 MEADS



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

Land \$ 35,000

Improvements \$ 194,400

Total \$ 229,400

(1)

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

Land \$ 35,000

Improvements \$ 194,400

Total \$ 229,400

(2)

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

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

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

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

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

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

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

Asking price: \$ _____ Terms of sale: _____

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

Market value estimate: \$ _____

Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Adjust 2025 Veterans Credit

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 26, 2025
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consider a change order related to the 2026 Pierce Fire Truck

STATEMENT/PURPOSE:

Consider a change order related to the 2026 Pierce Fire Truck

BACKGROUND/ALTERNATIVES:

The Fire Department currently has a 2026 Pierce Fire Engine on order as part of the Volkswagen Environmental Mitigation Grant Program. This program provides approximately \$380,000 in outside funding to offset the cost of the new apparatus, with the requirement that the old apparatus be permanently destroyed.

As our department continues to evolve, we have identified several configuration changes that will significantly improve the functionality and efficiency of the new engine. The proposed change order includes modifications to the cabinet layout, pump panel design, and hose bed configuration to better meet operational needs.

To accommodate these enhancements, we recommend approving the change order and amending the 2026 Fire Department Capital Outlay budget by \$25,000, the funding source for the \$25K would be the Fire Department Equipment Reserve Fund. These changes will ensure the new apparatus is optimized for long-term service and aligns with the department's strategic goals.

ATTACHMENTS:

1. Mandan CO #2 V2 251219-SB

FISCAL IMPACT:

Amend the 2026 Fire Department Capital Outlay budget by \$25K (100.126.62114)

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster's Office has reviewed this item

RECOMMENDATION:

To allow staff to approve the change order and amend the 2026 Fire Department Capital outlay budget as presented

SUGGESTED MOTION:

I make a motion to allow staff to approve the change order and amend the 2026 Fire Department Capital outlay budget as presented.



Minnesota Illinois Indiana Missouri Nebraska North Dakota South Dakota

CHANGE ORDER #2

Customer: Mandan Fire Department, City of
Bid # / Job #: 1052 / 40171
Date: 12/17/2025 3:24:45 PM

Date	Change Type	Option Code	Description	Quantity	Customer Price
12/1/2025	Added	0692516	DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip Door	1	\$314.03
12/1/2025	Deleted	0072306	Tow Eyes, Chrome, Extended Out Front of Bumper	1	\$825.92
12/1/2025	Added	0600511	Tow Eyes, Chrome, Extended Out Front of Bumper, Tow Hooks, Chrome, Under Bumper	1	\$1,003.87
12/1/2025	Changed	0814375	Exhaust System, Horizontal, Right Side	1	\$873.08
12/1/2025	Added	0834754	Adapter, Exhaust, MagneGrip PRO, for 7" Diffuser Outlet	1	\$1,990.81
12/1/2025	Deleted	0898687	Compt, Saddle, Transverse C/C, Dbl Pan, Rec Tube, 70" SFR/Enf	1	\$2,644.83
12/1/2025	Added	0898689	Compt, Saddle, Transverse C/C, Dbl Pan, 70" SFR/Enf	1	\$2,625.44
12/1/2025	Added	0644019	Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each	4	\$415.80
12/1/2025	Deleted	0798371	Web Strap, 2" Heavy Duty Black Nylon, Velcro, Each	2	\$225.43
12/1/2025	Changed	0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1	\$148.87
12/1/2025	Deleted	0804719	Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1	\$1,868.68
12/1/2025	Added	0556186	Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge	1	\$2,064.08
12/1/2025	Changed	0548004	Wiring, Spare, 15 A 12V DC, NFPA 2016 1st	2	\$123.59
12/1/2025	Changed	0548006	Wiring, Spare, 15 A 12V DC 2nd	-2	\$266.53
12/1/2025	Changed	0681408	Hangers For Headsets, NFPA, Each	-1	\$31.85
12/1/2025	Changed	0681389	Headset, Firecom, UH-51 Under Helmet, Radio Transmit	-1	\$673.93
12/1/2025	Deleted	0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	\$172.61
12/1/2025	Added	0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1	\$209.80
12/1/2025	Deleted	0816093	ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial	1	\$1,250.70
12/1/2025	Deleted	0016820	Shoreline, 15A 120V	1	\$402.92
12/1/2025	Changed	0016837	Shoreline, 20A 120V, Straight Blade NEMA 5-20, Hubbell WP-1 Gray Cover	1	\$466.42
12/1/2025	Deleted	0668877	Programming, Folding Step Lights, Activated w/Prk Brk	1	\$141.85
12/2/2025	Added	0774309	Lights, WIn, P*H2* Pioneer, 12 VDC, 1st	1	\$4,317.88

12/2/2025	Deleted	0775524	Lights, WIn, P*H1* Pioneer, 12 VDC, 1st	1	\$2,537.25
12/2/2025	Deleted	0774948	Lights, WIn, P*H1* Pioneer, 12 VDC, 2nd	1	\$2,537.25
12/2/2025	Added	0774308	Lights, WIn, P*H2* Pioneer, 12 VDC, 2nd	1	\$4,317.88
12/2/2025	Changed	0774334	Lights, WIn, P*H1* Pioneer, 12 VDC, 2nd	1	\$29.52
12/2/2025	Changed	0774336	Lights, WIn, P*H1* Pioneer, 12 VDC, 1st	1	\$31.00
12/2/2025	Changed	0645877	Lights, Hose Bed, Sides, Dual LED Light Strips	1	\$7.21
12/2/2025	Deleted	0097260	Tank Overflow Special Routing, Behind Rear Axle, Similar to Milwaukee	1	\$435.18
12/2/2025	Changed	0633066	Sleeve, Through Tank	-1	\$458.86
12/2/2025	Deleted	0591033	Hose Restraint, Hose Bed, Vinyl, Top and Rear	1	\$1,200.06
12/2/2025	Added	0806306	Straps, Top of Hose Bed	1	\$197.87
12/2/2025	Deleted	0681766	Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1	\$1,620.31
12/2/2025	Added	0676397	Tailboard, 18" Deep, Full Width, Extended Substructure, Angled Corners	1	\$1,875.70
12/2/2025	Deleted	0528247	Electric Door Locks, Cab Doors, 2 Fob's QXS, AXT, Sab, Enf	1	\$1,680.56
12/2/2025	Added	0603190	Electric Door Locks, Cab Doors, Cab Compt Exterior Doors, QXS, AXT, Sab, Enf	1	\$2,293.48
12/2/2025	Added	0581892	Divider, .25", Unpainted, Permanent	3	\$2,463.20
12/2/2025	Changed	0689090	Divider, Hose Bed, .25" Unpainted, w/Handhold	-3	\$3,495.58
12/2/2025	Added	0590926	Hose Restraint, Running Board, Velcro Straps	1	\$200.09
12/3/2025	Deleted	0009267	Rear, Rollup, 37.75" F-F, 41.88" D	1	\$1,876.71
12/3/2025	Added	0545606	Flush Rear, Rollup, 37.75" F-F, 25.88" D	1	\$1,375.00
12/3/2025	Added	0635329	Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1	\$1,858.87
12/4/2025	Changed	0726457	Partition, Vertical Compt, Predefined Locations	1	\$397.12
12/4/2025	Changed	0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1	\$1,296.82
12/4/2025	Added	0679241	Toolboard, Alum, Adj, .188", No Holes, Added to Slide-Out Tray	1	\$802.67
12/4/2025	Added	0054014	Floor, Aluminum Treadplate, Angled for Cribbing	1	\$402.48
12/4/2025	Added	0645812	Insert, Partitions, Tray/Shelf	1	\$602.38
12/4/2025	Added	0064150	Handrail, Extra - 20-30" Long	1	\$385.87
12/4/2025	Added	0638569	Shelves, Fixed, 500 lb Capacity, Full Width/Depth, Painted Spatter Gray	1	\$476.94
12/4/2025	Changed	0726457	Partition, Vertical Compt, Predefined Locations	-1	\$378.21
12/4/2025	Changed	0721316	Partition, Vertical Compt, Special Location	2	\$962.60
12/4/2025	Added	0816729	Compt, Extinguisher (2) Fender Panel, Triangular Door, 8"/8.5"Dia	1	\$1,641.79
12/4/2025	Changed	0552649	Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	2	\$428.24
12/4/2025	Deleted	0789530	Pike Pole, 10' DUO Safety, Fiberglass	1	\$147.31
12/4/2025	Changed	0636805	Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End	1	\$320.62
12/4/2025	Deleted	0004355	Pike Pole, 4' Fiberglass, D Handle	1	\$355.41

12/4/2025	Added	0687491	Pike Pole, 4' Fire Hooks Unlimited, New York Roof Hook, RH-4, w/D-Handle	1	\$242.43
12/4/2025	Added	0627899	Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	1	\$292.09
12/4/2025	Added	0816616	Tube, Pike Pole 8' or Longer, Built Into Body Ladder Storage	2	\$530.33
12/4/2025	Deleted	0004361	Tubes, Alum, Pike Pole Storage	3	\$654.46
12/4/2025	Added	0087631	Trough for D-Handled Pike Pole	1	\$271.00
12/4/2025	Changed	0819438	Toolboard, Alum, .188", No Holes, Back Wall Mounted, Standard Depth Upper	1	\$706.53
12/5/2025	Added	0835926	Toolboard, Alum, .188", No Holes, Side Wall Mounted	2	\$947.22
12/5/2025	Changed	0645812	Insert, Partitions, Tray/Shelf	1	\$602.38
12/5/2025	Deleted	0581892	Divider, .25", Unpainted, Permanent	3	\$2,345.91
12/5/2025	Added	0661258	Divider, Unpainted, Permanent, Extruded, Additional	3	\$2,466.19
12/5/2025	Added	0745926	Stanchion, Handrail, Center, Additional	1	\$13.55
12/5/2025	Changed	0724153	Step, Folding - Extra, Body Only, w/LED, Trident	3	\$1,484.63
12/5/2025	Changed	0687112	Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	1	\$308.57
12/5/2025	Changed	0005080	Reducer, 2.50" FNST x 1.50" MNST, w/Cap	-2	\$322.30
12/5/2025	Deleted	0553643	Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1	\$233.99
12/5/2025	Added	0605064	Control, Air Horn at Pmp Pnl, Red Switch, Labeled "Evacuation"	1	\$284.42
12/5/2025	Deleted	0757081	Control, Air Horn, Ft Sw, LS	1	\$173.62
12/5/2025	Added	0740483	Control, Air Horn, Ft Sw, LS Prk Brk Interlocked	1	\$332.54
12/5/2025	Added	0896018	Control, Air Horn, Ft Sw, RS, Location Fet, Prk Brk Interlocked	1	\$533.21
12/5/2025	Deleted	0748282	Control Mech Siren, Ft Sw LS	1	\$172.10
12/5/2025	Deleted	0748281	Control Mech Siren, Ft Sw RS	1	\$172.10
12/5/2025	Added	0895056	Control Mech Siren, Ft Sw LS, Interlock	1	\$306.84
12/5/2025	Added	0895055	Control Mech Siren, Ft Sw RS, Interlock	1	\$306.84
12/5/2025	Deleted	0780368	Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab	2	\$1,047.31
12/5/2025	Added	0781579	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1	\$516.17
12/5/2025	Added	0779722	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1	\$516.17
12/5/2025	Added	0779718	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body	1	\$516.17
12/5/2025	Added	0779717	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Body	1	\$516.17
12/5/2025	Added	0779716	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 4th, Interior Body	1	\$516.17
12/5/2025	Deleted	0039960	Holder Assembly, w/ Spanner Wrench, Akron 448	2	\$432.44
12/5/2025	Deleted	0529225	Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1	\$481.99
12/5/2025	Added	0624039	Manual, Fire Apparatus Parts, (1) Hard Copy, (1) USB Flash Drive, Custom	1	\$593.94
12/5/2025	Deleted	0531636	Manual, (2) CD, Chassis Service, Custom	1	\$1,219.37
12/5/2025	Added	0624037	Manual, Chassis Service, (1) Hard Copy, One (1) USB Flash Drive, Custom	1	\$1,051.09

12/5/2025	Added	0772060	Manual, Chassis Operation, (1) Hard Copy, (1) USB Flash Drive, Custom, English	1	\$48.51
12/8/2025	Deleted	0781291	Cabinet, Fwd Fcng, RS, 22 W x 60 H x 16.25 D, Roll, SFR/Enf	1	\$2,925.03
12/8/2025	Added	0781307	Cabinet, Fwd Fcng, RS, 22 W x 50 H x 16.25 D, Roll, SFR/Enf	1	\$3,497.20
12/8/2025	Deleted	0781275	Cabinet, Fwd Fcng, LS, 22 W x 60 H x 16.25 D, Roll, SFR/Enf	1	\$2,925.03
12/8/2025	Added	0781672	Cabinet, Fwd Fcng, LS, 22 W x 50 H x 16.25 D, Roll, SFR/Enf	1	\$3,497.20
12/9/2025	Deleted	0019853	Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1	\$971.35
12/9/2025	Added	0683203	Crosslays, 11.00" Lowered Than Standard - Control Zone w/12.00 Raised PH	1	\$1,180.64
12/12/2025	Added	0090058	Partition, Hose Bed, Divider to Side Sheet	1	\$434.05
12/12/2025	Added	0065269	Partition, Hose Bed Divider to Hose Bed Divider	1	\$434.05
12/12/2025	Added	0807427	Hose Restraint, Hose Bed, Web, Rear, Separate From Top, Split 2-Sec	1	\$850.79
12/12/2025	Changed	0709566	Paint, Two-Tone Color, Enforcer	1	\$2,190.68
12/12/25	Added	0686042	Lettering, Reflective, 2.00", Each	18	\$399.31
				Total	\$24,005.62

By signing this form, I do hereby authorize the representing Pierce Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Pierce authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Pierce Dealer and the customer.

Customer Signature: _____ Date: _____

Sales Representative Signature: _____ Date: _____



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 29, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Depositories of Public Funds

STATEMENT/PURPOSE:

To designate financial institutions as depositories of public funds which meet the pledge of security requirements.

BACKGROUND/ALTERNATIVES:

According to the North Dakota Century Code, public corporations (cities or municipalities) are required at its regular meeting in January of each even-numbered year to designate financial institutions as depositories of public funds which meet the pledge of security requirements.

The City of Mandan currently utilizes the following financial institutions as depositories for the City's funds:

- > Wells Fargo Bank
- > Starion Bank
- > First International Bank & Trust
- > Bravera Bank
- > Gate City Bank
- > Bank of North Dakota

The City may also designate other financial institutions as depositories throughout the year, if necessary, upon City Commission approval.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the following financial institutions as depositories for the City's funds:

- > Wells Fargo Bank
- > Starion Bank
- > First International Bank & Trust
- > Bravera Bank
- > Gate City Bank
- > Bank of North Dakota

SUGGESTED MOTION:

I move to approve the following financial institutions as depositories for the City's funds:

- > Wells Fargo Bank
- > Starion Bank
- > First International Bank & Trust
- > Bravera Bank
- > Gate City Bank
- > Bank of North Dakota



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of a raffle permit for Knife River Corporation

STATEMENT/PURPOSE:

Consider approval of a raffle permit for Knife River Corporation

BACKGROUND/ALTERNATIVES:

Knife River Corporation is holding a 50/50 Raffle on January 17, 2026, at Midway Lanes to raise money for the United Way. See attached raffle permit.

ATTACHMENTS:

1. 2025-78-Knife River Corporation

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Knife River Corporation.

SUGGESTED MOTION:

I move to approve the raffle permit for Knife River Corporation.



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

Permit Number
2025-78

Permit Type (check one)	
☒ Local Permit	☐ Restricted Event Permit*
Games Authorized	
☐ Bingo	☒ Raffle
☐ Raffle Board	☐ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Knife River Corporation		Dates Authorized (Read Instruction 2) 1/17/2026	
Organization or Group Contact Person Dustin Senger	E-mail dustin.senger@kniferiver.com	Telephone Number 701-530-1464	
Mailing Address 1150 West Century Ave	City Bismarck	State ND	ZIP Code 58503

SITE INFO

Site Name Midway Lanes		County Morton	
Site Address 3327 Memorial Highway	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 50/50 Raffle to be held at Midway Lanes on 1/17/2026 in an area separate from the bar.			

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

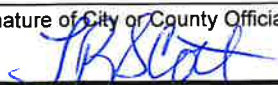
Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted.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

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

3. A licensed organization or organization that has a permit shall conduct games as follows:
- Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:
 - When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
 - Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Tasha Scott	Title of City or County Official Administrative Assistant	Telephone Number 701-667-3250	E-mail Address tasha.scott@mandanpd.com
Signature of City or County Official 		Date 12/30/2025	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

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

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

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

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

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

Name of Organization or Group Knife River Corporation		Dates of Activity (Does not include dates for the sales of tickets) January 17, 2026	
Organization or Group Contact Person Dustin Senger	E-mail dustin.senger@kniferiver.com	Telephone Number 701.530.1464	
Business Address 1150 West Century Avenue	City Bismarck	State ND	ZIP Code 58503
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Midway Lanes		County Morton	
Site Physical Address 3327 Memorial HWY	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) January 17, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50 - 50 Raffle	Cash prize. United Way will receive 50% of funds.	TBD
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Dustin Senger	Telephone Number 701.530.1464	E-mail Address dustin.senger@kniferiver.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 12.30.2025

Information required to be preprinted on a standard raffle ticket:

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

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

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

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

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

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

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

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



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Morton Mandan Public Library
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: Morton Mandan Public Library's Destination Grant Agreement.

STATEMENT/PURPOSE:

To consider approval of the Morton Mandan Public Library's Destination Grant Agreement.

BACKGROUND/ALTERNATIVES:

The MMPL Board of Trustees has approved the Destination Grant agreement from the ND Commerce Department to establish the Tourism Makerspace Hub at the Morton Mandan Public Library, transforming an unused space into an interactive public space for cultural and creative making participation.

The project is to be completed by June 30, 2027,

ATTACHMENTS:

1. signed Destination Development Grant Agreement (Morton County Public Library)_encrypted_ (1)
2. 11.22 Minutes
3. 12.15.2025 Minutes

FISCAL IMPACT:

The grant award is \$500,000, which will require a local match of \$500,000 which the MMPL Board of Trustees is currently working on securing.

STAFF IMPACT:

Significant time and effort from staff will be required to complete this project.

LEGAL REVIEW:

Attorney Oster has completed her review.

RECOMMENDATION:

The Morton Mandan Public Library Board of Trustees recommends approval of the Morton Mandan Public Library's Destination Grant Agreement.

SUGGESTED MOTION:

I move to approve the Morton Mandan Public Library's Destination Grant Agreement.

**GRANT AGREEMENT #5063
MORTON MANDAN PUBLIC LIBRARY**

The parties to this Grant are the State of North Dakota, acting through its Department of Commerce, located at 1600 East Century Ave. Suite 6, Bismarck, ND 58503 (STATE), and Morton Mandan Public Library, a North Dakota governmental entity with its principal place of business located at 609 West Main St, Mandan, ND 58554 (GRANTEE).

Whereas the 69th legislative assembly through SB 2018 appropriated the Destination Development Grant funding and GRANTEE was selected through an RFP process.

1. SCOPE OF WORK

The GRANTEE's project will establish the Tourism Makerspace Hub at the Morton Mandan Public Library, transforming it into an interactive public space for cultural participation. Grant funds shall be used for the development of creative and educational spaces, including artisan-led workshop areas, a professional demonstration kitchen, souvenir-making stations, and tourism technology labs. Open year-round, the Hub will serve as a multi-use, multi-season destination that deepens visitor engagement, supports local artisans and small businesses, and positions Mandan and Morton County.

GRANTEE shall submit written quarterly progress reports through the online portal by 3/31, 6/30, 9/30, and 12/31, as well as a final activity and progress report by May 31, 2027, each including narrative updates on project progress, milestones identified in the project proposal, and any additional information requested at the discretion of the STATE.

GRANTEE will also be required to provide monthly visitation statistics to the state tourism office until completion and monthly for 10 years after completion.

NOTE: If the business or funded operations described in this Scope of Work cease to be open and accessible to visitors within five (5) years of project completion, the GRANTEE or its successor in ownership may be required to repay grant funds, in full or in part, at the discretion of the STATE.

2. PROJECT SCOPE MODIFICATION

The project shall be completed as described in the approved Scope of Work. Modifications to the scope are strongly discouraged and will only be considered under limited circumstances. GRANTEE must demonstrate that the change is necessary to achieve the original intent and public benefit of the project. Any request for a scope modification must be submitted in a formal letter through the online portal and must include justification, revised timelines, and any budget impacts. Potentially reducing awarded funds. No scope modification is effective unless approved in writing by the STATE. STATE reserves the right to approve or deny any request.

3. **COMPENSATION**

A. Grant Amount

The total grant amount will not exceed \$500,000.00.

The STATE will provide funding for 50% of the amounts paid for eligible grant fund expenses included in invoices submitted by GRANTEE, within 21 days of the STATE receiving the invoices. It's the duty of the GRANTEE to secure matching funds outside of this Grant to pay the remaining 50% of invoices that aren't covered with these grant funds.

Below is a non-exhaustive list of ineligible grant fund expenses:

- Travel and lodging
- Grant cannot supplant an existing budget.
- Speculative Projects
- Fees incurred preparing and submitting an application (i.e., time, research, grant writing fees, etc.)
- Administrative, personnel and programmatic funding for existing operations
- Taxes, except sales taxes on eligible expenses.
- Funding advocacy or lobbying efforts.
- Direct payment to individuals; the funds must be paid to a registered organization.

Commerce has the discretion to further enumerate the list of ineligible expenses at any time under this Grant Agreement.

STATE reserves the right to request updates from the GRANTEE regarding the status and availability of matching funds at any time during the term of this Grant. All invoices must be submitted to the online portal and must be within the scope of this agreement. Final decisions regarding disbursement of funds are at the discretion of the STATE.

NOTE: If minimal or no disbursement requests have been submitted within six (6) months of projected activity, STATE may require GRANTEE to provide written explanation of delays, submit a corrective action plan, or risk reduction, suspension, or reassignment of funds at the discretion of STATE.

B. Payment of Taxes by STATE

STATE is not responsible for and will not pay local, state or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by the GRANTEE.

E. Taxpayer ID

GRANTEE's federal employer ID number is: 45-0439194

4. TERM OF GRANT

The term of this grant shall commence on the date of the Grantee's signature listed below and shall terminate on June 30, 2027.

At the time of execution of this grant agreement, the legislature has not granted carryover authority for these grant funds. If carryover authority is given for these grant funds during the 2027 legislative session, the parties may have the option to extend this grant into the next biennium. Final decisions regarding extension are at the discretion of the STATE.

5. TERMINATION OF GRANT

A. Termination for Convenience or by Mutual Agreement

This Grant may be terminated by STATE upon thirty (30) days' written notice to GRANTEE. This Grant may be terminated by mutual consent of both Parties executed in writing.

B. Termination without cause

STATE is entering this Grant Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Grant ceases to further the public policy of the State of North Dakota, STATE in its sole discretion, by written notice to GRANTEE, may terminate this Grant in whole or in part.

C. Termination for lack of funding or authority

STATE, by written notice to GRANTEE, may terminate the whole or any part of this Grant, under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.
3. If any license, permit or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended or not renewed.

Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

D. Termination for cause.

The STATE may terminate this Grant effective upon delivery of written notice to GRANTEE, or any later date stated in the notice:

1. If the GRANTEE fails to provide services required by this Grant within the time specified or any extension agreed to in writing by the STATE;
2. If the GRANTEE fails to perform any of the other provisions of this Grant, or so fails to pursue the work as to endanger performance of this Grant in accordance with its terms; OR
3. If the GRANTEE fails to demonstrate substantial progress on the project by December 31, 2026, the grant funds may be reassigned to another applicant at the discretion of the STATE.

The rights and remedies of the STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

6. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If GRANTEE is the affected Party and does not resume performance within fifteen (15) days or another period agreed to in writing by the Parties, then STATE may seek all available remedies, up to and including termination of this Grant Agreement pursuant to its Termination Section.

7. INDEMNITY

The STATE and GRANTEE each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

8. INSURANCE

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

- A. Commercial general liability, including premises or operations, Grant and products or completed operations coverages (if applicable), with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.

The insurance coverage listed above must meet the following additional requirements:

- A. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE. The amount of any deductible or self-retention is subject to approval by the STATE.
- B. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- C. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- D. Failure to provide insurance as required in this agreement is a material breach of Grant entitling the STATE to terminate this agreement immediately.
- E. The insurance required in this section, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the STATE.

9. WORKS FOR HIRE

GRANTEE acknowledges that all work(s) under this Grant is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests GRANTEE may have in the work(s) it prepares under this Grant, including any right to derivative use of the work(s). All software and related materials developed by GRANTEE in performance of this Grant for STATE shall be the sole property of STATE, and GRANTEE hereby assigns and transfers all its right, title and interest therein to STATE. GRANTEE shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

10. NOTICE

All notices or other communications required under this Grant shall be given by registered, certified mail, or read receipt email and are complete on the date e/mailed to the Parties at the following addresses:

- North Dakota Department of Commerce, PO Box 2057, Bismarck, ND 58502
- Morton Mandan Public Library, 609 West Main St., Mandan, ND 58554

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

11. CONFIDENTIALITY

GRANTEE shall not use or disclose any information it receives from STATE under this Grant that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant or as authorized in advance by STATE. STATE shall not disclose any information it receives from GRANTEE that GRANTEE has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of STATE and GRANTEE to maintain confidentiality of information under this section continues beyond the term of this Grant.

12. COMPLIANCE WITH PUBLIC RECORDS LAW

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

Public records may include: (a) records STATE receives from GRANTEE under this Grant, (b) records obtained by either Party under this Grant, and (c) records generated by either Party under this Grant.

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

13. INDEPENDENT ENTITY

GRANTEE is an independent entity under this Grant and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. GRANTEE retains sole and absolute discretion in the manner and means of carrying out the GRANTEE's activities and responsibilities under this Grant, except to the extent specified in this Grant.

14. ASSIGNMENT AND SUBGRANTS

GRANTEE may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, GRANTEE may enter into subcontracts provided that any such subcontracts acknowledges the binding nature of this Grant and

incorporates this Grant, including any attachments. GRANTEE is solely responsible for the performance of any subcontracts. GRANTEE shall not have the authority to contract for or incur obligations on behalf of the STATE.

15. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

GRANTEE shall promptly notify STATE of all potential claims which arise or result from this Grant. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

16. MERGER AND MODIFICATION

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

17. SEVERABILITY

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Grant did not contain that term.

18. APPLICABLE LAW AND VENUE

This Grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Grant must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

19. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The Parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

20. ATTORNEY FEES

In the event a lawsuit is initiated by STATE to obtain performance due under this Grant, and STATE is the prevailing Party, GRANTEE shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

21. **NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

GRANTEE agrees to comply with all laws, rules and policies, including those relating to nondiscrimination, accessibility and civil rights.

GRANTEE agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums.

GRANTEE shall have and keep current at all times during the term of this Grant all licenses and permits required by law.

GRANTEE is prohibited from boycotting Israel for the duration of this Grant. GRANTEE represents that it does not and will not engage in boycotting Israel during the term of this Grant. If STATE receives evidence that GRANTEE boycotts Israel, STATE shall determine whether the GRANTEE boycotts Israel. The foregoing does not apply to Grants with a total value of less than \$100,000.00 or if GRANTEE has fewer than ten (10) full-time employees.

GRANTEE's failure to comply with this section may be deemed a material breach by GRANTEE entitling STATE to terminate in accordance with the Termination for Cause section of this Grant.

22. **STATE AUDIT**

All records, regardless of physical form, and the accounting practices and procedures of GRANTEE relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee or Federal auditors if required. GRANTEE shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to GRANTEE prior to conducting examination.

23. **EFFECTIVENESS OF GRANT**

This Grant is not effective until fully executed by both Parties.

GRANTEE

Morton Mandan Public Library

Barb Sandstrom

Barb Sandstrom,
Library Director

Date: 11/21/2025

STATE OF NORTH DAKOTA

Department of Commerce

Sara Otte-Coleman,
Director, Tourism and Marketing

Date: _____



Morton Mandan Public Library Board of Trustees
Morton Mandan Public Library

**Board Action: Destination Development
Grant Agreement (#5063)**

Wednesday, Nov 19 @ 2:00 pm – Saturday, Nov 22 @ 4:30 pm

Background:

The Morton Mandan Public Library Board of Trustees conducted an electronic board action between Wednesday, November 19, 2025, and Saturday, November 22, 2025, to consider approval of the North Dakota Destination Grant Agreement (#5063) with the Department of Commerce for the Tourism Makerspace Hub project.

Motion:

Motion made to approve the North Dakota Destination Development Grant Agreement (#5063) with the Department of Commerce and to authorize the Library Director to sign on behalf of the Board.

Vote Record:

- Six trustees—Kara Geiger, Craig R. Sjoberg, Linda Beckler, Beth Kroh, Tasha Bohl, Nathan Boehm, and Jenetta Padilla—voted in favor.
- Trustee Austin Lafferty recused themselves from discussion and voting due to a potential conflict of interest.

Result:

Motion carried.

Timestamp	Email Address	Trustee Name	Trustee Email	Confirmation of Review	Board Action	Signature Confirmation:
11/19/2025 17:15:35	kara.geiger@gmail.com	Kara Geiger	Kara.Geiger@gmail.com	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Kara Geiger
11/19/2025 20:02:34	pjsjoberg@bis.midco.net	Craig R. Sjoberg	craig.sjoberg@cityofmandan.gov	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Craig R. Sjoberg
11/19/2025 21:16:49	linda.beckler1954@gmail.com	Linda Beckler	linda.beckler1954@gmail.com	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Linda Beckler
11/20/2025 14:38:40	beth.kroh@gmail.com	Beth Kroh	beth.kroh@gmail.com	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Beth Kroh
11/21/2025 14:11:16	natasharae@hotmail.com	Tasha Bohl	natasharae@hotmail.com	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Tasha Bohl
11/22/2025 13:29:28	nathan.boehm@mortonmandan.org	Nathan Boehm	Nathan.boehm@mortonmandan.org	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Nathan Boehm
11/22/2025 13:52:38	jenetta.padilla@gmail.com	Jenetta Padilla	Jenetta.Padilla@gmail.com	Yes, I have reviewed both documents	☒ Approve the agreement and authorize the Library Director to sign on behalf of the Board.	Jenetta Padilla



Meeting Minutes

Morton Mandan Public Library Board of Trustees

Morton Mandan Public Library

Monday, December 15, 2025 @ 5:30

Time	Agenda Item	Notes							
1 min.	A. <u>Call to Order at 5:30 p.m.</u> B. <u>Roll Call</u>	X	Kara Geiger		Jen Padilla	X	Nathan Boehm	X	Craig Sjoberg
		X	Beth Kroh	X	Tasha Bohl	X	Austin Lafferty	X	Linda Beckler
1 min.	C. <u>Approve Agenda</u>	Trustee Boehm moved to approve the agenda, Trustee Sjoberg seconded. Motion carried.							
1 min.	D. <u>Approve Meeting Minutes:</u> a. November 3, 2025 b. November 22, 2025 1. Electronic Board Action	Trustee Sjoberg moved to approve the minutes from November, Trustee Beckler seconded. Motion carried.							
E. NEW BUSINESS:									
10 min.	1.Presentation: Ignite Studio Site Visit Makerspace prototype for MMPL’s Tourism Hub grant	Information shared about the libraries visited by Director Sandstrom and Shawna Marion.							
2 min.	2.Review: Financial Report	Information given on end-of-year bills, costs of replacing bookmobile, information on loft rental to view Christmas lights.							
3 min.	3.Consider Approval: Monthly Bills Trustee Lafferty moved to approve, Trustee Boehm	Y	Kara Geiger		Jen Padilla	Y	Nathan Boehm	Y	Craig Sjoberg
	seconded. Motion carried with roll-call vote.	Y	Beth Kroh	Y	Tasha Bohl	Y	Austin Lafferty	Y	Linda Beckler
2 min.	4.Consider Approval: Expenditure Budget Amendments to... a. Transfer \$4,800 (Northern Plains Heritage Foundation Grant Reimbursement) b. From Program Grants (218.36.608) ▪ To Adult Programs (218.219.59915) Trustee Kroh moved to approve amendments, Trustee Sjoberg seconded. Motion carried with roll-call vote.	Y	Kara Geiger		Jen Padilla	Y	Nathan Boehm	Y	Craig Sjoberg
		Y	Beth Kroh	Y	Tasha Bohl	Y	Austin Lafferty	Y	Linda Beckler
10 min.	5.Review: ND Destination Grant a. Makerspace Oversight Committee ▪ Job Description ▪ Application b. RFQ: Search for Architectural/Engineering Services c. Grant Budget Discussion	Discussion of what the makeup of an oversight committee will likely be: a board member, three community members, and a staff member. Plans are to begin meeting at the end of January 2026. The application for membership on the committee will be posted on the county and city websites.							
8 min.	6.Review: Fundraising via ND Community Foundation a. Fundraising Committee ▪ Job Descriptions ▪ Application	Director Sandstrom emphasized that public feedback is needed and welcome. Discussion on the wording of the job description, and suggested changes; also discussion of how to notify the public. Perhaps a FOL member to serve on the fund-raising committee.							

5 min.	7. Library Updates a. 10-Year Plan b. Shout Outs	City wants a 10-year plan for the library. Some ideas are: laptops for patrons to use, increase of storage space, RFID (radio frequency ID) tools, signage for outdoors, drive-up book drop. Brent has been keeping up with custodial duties while part-time custodian is recovering from surgery.
2 min.	8. Building Updates: a. Community Room Flooring b. The Loft Experience	Community room carpets have been cleaned. After the New Year, staff will explore options for other flooring.
3 min.	9. Staff Updates: a. Employee Recuperating	
3 min.	10. Other	
5 min.	F. DIRECTOR'S REPORT: Highlights & Questions	Passport days are changed from Thursdays to Tuesdays over the holidays.
3 min	G. FUTURE 2026 MEETING DATES FOR LIBRARY BOARD OF TRUSTEES:	
	January 26, 2026	February 23, 2026
60 min.	H. ADJOURNMENT: If a quorum isn't present, monthly bills will be emailed to trustees for approval. Meeting adjourned at 6:39 p.m.	



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 31, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: 2026 Appointments to the Mandan Growth Fund Committee

STATEMENT/PURPOSE:

To consider appointments to the Mandan Growth Fund Committee (MGF) for 2026-2028 terms.

BACKGROUND/ALTERNATIVES:

The MGF is a nine-member committee that considers requests for economic development incentives. It makes recommendations to the City Commission related to programs and applications for assistance to businesses desiring to expand or locate in the Mandan area with a focus on economic diversification, enhancing employment opportunities, expanding the local tax base, increasing capital investment, and improving the entrepreneurial climate.

Three positions for terms running Jan. 1, 2026 to Dec. 31, 2028 are up for consideration. Members may be representatives of the business community through ownership or employment with a Mandan business or Mandan residents. Additional factors considered include assuring representation from the business financing sector (commercial lending and/or equity investment) as well as that all major business districts have representation.

Applications were sought through an October news release with a requested deadline for responses of Oct. 31 or until positions are filled. Members whose terms expire on Dec. 31, 2025 are:

- Jake Fisketjon (Term: 2023-2025)
- Tyler Gerhardt (Term: 2023-2025)

The Growth Fund met on Dec. 30 to consider recommendations for appointments. Applicants were:

- Chris Conley
- Titus Gietzen
- Patrick Kellar
- Tyler Gerhardt
- Leo Belgarde

ATTACHMENTS:

1. Chris Conley - Growth Fund Committee
2. Leo Belgarde - Growth Fund Committee
3. Patrick Kellar - Growth Fund Committee
4. Titus Gietzen - Growth Fund Committee
5. Tyler Gerhardt - Growth Fund Committee

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal. Orientation and resource materials will be provided for new committee members.

LEGAL REVIEW:

n/a

RECOMMENDATION:

The MGF recommends the appointment of: Tyler Gerhardt and Titus Gietzen for three-year terms from Jan. 1, 2026 through Dec. 31, 2028.

SUGGESTED MOTION:

I move to approve the appointment of: Tyler Gerhardt and Titus Gietzen for three-year terms from Jan. 1, 2026 through Dec. 31, 2028.

Please indicate which board/committee(s) you are interested in::

Code Enforcement Appeals Board
Community Beautification Committee
Growth Fund Committee
Parking Authority
Planning & Zoning Commission

Name (First & Last):: Chris Conley

Are you currently a resident of the City of Mandan?: Yes

Business or Organization Name (if applicable):
Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I'm interested in serving on these committees because I believe strong communities are built through active participation and collaboration. In my professional role in industrial sales and project management, I've had the opportunity to bring people together around complex projects; balancing technical needs, budgets, and stakeholder priorities. That experience has taught me how to listen carefully, find common ground, and move ideas from concept to completion.

I see these committees as an opportunity to apply those same skills in service to my community -helping to ensure decisions are well-informed, practical, and focused on long-term impact. I take pride in this area and want to contribute to shaping its future, whether that means improving local services, supporting growth, or strengthening the sense of connection among residents.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I bring a combination of relationship-building, strategic planning, and project execution skills that I believe would be valuable to this board. In my industrial sales career, I've developed the ability to understand complex issues, identify practical solutions, and work collaboratively with diverse stakeholders - from technical teams to business leaders. My project management background has strengthened my attention to detail, organization, and follow-through, ensuring that goals are not only set but achieved on time and within scope.

I'm comfortable evaluating both data and people-focused perspectives, and I approach decision-making with a focus on long-term community benefit and responsible resource use. Above all, I value teamwork, clear communication, and accountability - qualities that I believe are essential for effective public service.

Please indicate which board/committee(s) you are interested in::

Code Enforcement Appeals Board

Growth Fund Committee

Name (First & Last):: Leo Belgarde

Are you currently a resident of the City of Mandan?: No, but I own or work at a business in Mandan

Business or Organization Name (if applicable): S&S Transmission Inc.

Functional Title or Role: Owner

Please explain your reasons for wanting to serve on this board, commission, or committee::

Dedication to service for my community has always been a priority my entire adult life. From serving as a Police Officer to giving back to my community as a business owner now. I currently assist and sponsor Mandan Cruise night, Mandan High Student Council, Mandan Wrestling and Just for Kix dance group.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee::

With my work history and background I feel that I would be a valuable asset to the the Mandan Code enforcement appeals board. Having over tens years of experience in criminal justice as a Police Officer I feel I can bring experience to the board position immediately.

I am truly interested in the Mandan Growth Fund committee. I have been in business for four years. In those four year I have grown a start up business to being the Best of the Best award winner in the first year of business. From there I then purchased S&S Transmission Inc. A business located in Mandan for over 25 years. I have currently scaled and have grown the business and have expanded all areas of sales. I have been successful in this area as I am a very creative entrepreneur that can adjust and think outside the box to help grow and develop. I believe my experience and knowledge in financial oversight, strategy, and risk management will be an asset for the City of Mandan moving forward.

Please indicate which board/committee(s) you are interested in::

Growth Fund Committee

Renaissance Zone Committee

Name (First & Last):: Patrick Kellar

Are you currently a resident of the City of Mandan?: Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee::

Having been born and raised in Bismarck and a resident of Mandan since 2021, it has been exciting to watch Mandan find and develop its niche in the area. With my comprehensive business background, and the vast variety of businesses I worked with as a former newspaper publisher, I believe I could add valuable insight and input into the Growth Fund or Renaissance Zone committee.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee::

As a former newspaper publisher over nearly 2 decades, I was previously intimately involved in chambers of commerce, economic development groups, and the inside track of new business inquiries and business expansion efforts. I have also been part of Medcenter/Sanford overseeing the greater regional marketing efforts of 27 different departments in 6 communities and was a senior team member of Capital Credit Union, leading the brand study and rebrand efforts, and advising on market viability and branch expansion. Most recently, I led the growth of a locally owned home remodel company from a single location to 15 franchise locations in 10 states over a 3-year period.

Please indicate which board/committee(s) you are interested in::

Growth Fund Committee

Name (First & Last):: Titus Gietzen

Are you currently a resident of the City of Mandan?: Yes

Business or Organization Name (if applicable):

Functional Title or Role: Wealth Advisor

Please explain your reasons for wanting to serve on this board, commission, or

committee:: I am passionate about contributing to the continued growth and vitality of Mandan. As a resident and professional in the community, I see the importance of supporting projects and initiatives that create opportunities for businesses, strengthen our local economy, and enhance quality of life for residents. Serving on the Growth Fund Committee would allow me to use my experience in finance and long-term planning to help ensure that resources are allocated responsibly and with a vision for sustainable growth. I want to give back to the community that I live and work in by supporting initiatives that position Mandan for continued success.

Please give a brief explanation of the skills or qualification you could bring to this board,

commission or committee:: As a Wealth Advisor at Bravera Wealth, I work daily with individuals, families, and businesses on financial planning, investment strategies, and long-term growth goals. This background has given me strong skills in financial analysis, risk assessment, and strategic decision-making. In addition, my experience requires balancing client needs with broader economic considerations, a perspective that aligns well with evaluating projects, and investments for the Growth Fund. I also bring a collaborative approach and a commitment to acting in the best interest of the community, which I believe would contribute positively to the work of the committee.

Please indicate which board/committee(s) you are interested in::

Growth Fund Committee

Name (First & Last):: Tyler Gerhardt

Are you currently a resident of the City of Mandan?: Yes

Business or Organization Name (if applicable): American Family Insurance Functional Title
or Role: Agency Sales Specialist

Please explain your reasons for wanting to serve on this board, commission, or committee:: Incumbent seeking re-appointment.

I have enjoyed my time serving on the Growth Fund Committee, and would enjoy this opportunity to continue to volunteer for our city in this capacity.

I grew up in Mandan, and continue to live and work in Mandan. Extended outlook is to stay in Mandan.

I want to see the best for our city, and volunteering on the Growth Fund Committee is part of my volunteerism efforts to help make our city a great community.

I want to see businesses stay in Mandan, move to Mandan, & build in Mandan so our city can continue to grow. Also so our city may experience the benefits of increased sales tax revenue, increased property tax revenue, and increased housing for residents who then choose to live, work as employees, and/or work & build their businesses in Mandan.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: Prior term experience on the Growth Fund committee.

College:

BSC- AA, AAS

MSUM Moorhead- BS

Professional experience in multi-lines of insurance products, specifically commercial insurance.

I've served on many different boards & committees for clubs, and/or been involved with user groups & civic clubs such as the following:

St. Joseph Catholic Church-Mandan

Mandan City Growth Fund Committee

Mandan Kiwanis Club

Mandan Soccer Club & HS Soccer

Mandan Hockey Club & HS Hockey

Knights of Columbus- 4th Degree

Mandan Eagles Club

Mandan Moose Lodge

United Way

Bismarck/Mandan Chamber of Commerce

DUI Safety Advisory Council

Mandan Progress Organization

Soccer Referee

Movies: 'Medora' & 'Hazel'



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 31, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: 2026 Appointments to the Renaissance Zone Committee

STATEMENT/PURPOSE:

To consider appointments to the Renaissance Zone Committee for the 2026–2028 terms

BACKGROUND/ALTERNATIVES:

The seven-person Renaissance Zone committee makes recommendations to the City Commission regarding applications for investment in the purchase, rehabilitation, new construction and lease of commercial and residential properties in a 37-block area of downtown Mandan and a portion of Memorial Highway in accordance with state and local regulations. Benefits of being approved for a Renaissance Zone project are property tax and state income tax exemptions, ranging from 50 to 100 percent depending upon the extent of the improvements and investment. The committee meets a few times throughout the year or as needed to consider applications received.

Terms are three years. Members may be representatives of the business community through ownership or employment with a Mandan business or Mandan residents. Applications were sought through an October news release.

Members whose terms expire on Dec. 31, 2025 are:

- Rob Knoll representing the community at large (term 2023-2025)
- Jillian Lagasse representing the community at large (term 2023-2025)
- Landon Feil representing the financial sector (term 2023-2025)

The Renaissance Zone Committee met on Dec. 23 to consider recommendations for

appointments. Applicants were:

- Patrick Kellar
- Jillian Lagasse
- Landon Feil

ATTACHMENTS:

1. Jillian Lagasse - Renaissance Zone Committee
2. Landon Feil - Renaissance Zone Committee
3. Patrick Kellar - Renaissance Zone Committee

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal. Orientation and resource materials will be provided for new committee members.

LEGAL REVIEW:

n/a

RECOMMENDATION:

The Renaissance Zone Committee recommends appointing Patrick Kellar and reappointing Jillian Lagasse and Landon Feil for three-year terms from Jan. 1, 2026 through Dec. 31, 2028.

SUGGESTED MOTION:

I move to appoint Patrick Kellar and reappoint Jillian Lagasse and Landon Feil for three-year terms from Jan. 1, 2026 through Dec. 31, 2028.

Please indicate which board/committee(s) you are interested in::

Renaissance Zone Committee

Name (First & Last):: Jillian Lagasse

Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable): Capital Credit Union

Functional Title or Role: Chief Marketing & Member Experience Officer

Please explain your reasons for wanting to serve on this board, commission, or

committee:: Having served a term already on the Mandan Renaissance Zone Committee, I would love to continue with my role in this group. My time so far on this committee has allowed me to learn more about new projects in Mandan and provide feedback as a Mandan citizen. The Renaissance Zone is an important committee making decisions on projects that make Mandan a great place to live and work!

Please give a brief explanation of the skills or qualification you could bring to this board,

commission or committee:: With my role at Capital Credit Union and my background in marketing and financial services, I believe I would bring a good perspective to Renaissance Zone projects. My family and I live in Mandan (my husband Ryan works for Mandan Public Schools, and we have one daughter at Mandan High, one at Mandan Middle School, and one at Lakewood Elementary). Additionally, my employer Capital Credit Union has a branch on Main Street in Mandan. I am very well ingrained in the community of Mandan, which I believe is an important part of being on the Renaissance Zone Committee.

Please indicate which board/committee(s) you are interested in::

Renaissance Zone Committee

Name (First & Last):: Landon Feil

Are you currently a resident of the City of Mandan?: No, but I own or work at a business in Mandan

Business or Organization Name (if applicable): Starion Bank

Functional Title or Role: VP, Business Banking

Please explain your reasons for wanting to serve on this board, commission, or committee:: I've had the privilege of serving on the Renaissance Zone Board for the past three years. The incentives offered through the Renaissance Zone provide valuable incentives for current and aspiring business owners to launch or expand their business. As a business banker in Mandan, I know how much these types of programs are crucial for the success of these businesses. I have enjoyed the time so far and feel like there is so much more to do to help Mandan grow as a vibrant community.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have been working in the Mandan community for the past 13 years as a business banker. In my role, I've developed a deep understanding of funding programs, tax incentives, and grant opportunities-knowledge that's critical to helping businesses grow and thrive. Viewing these programs through the lens of my clients has given me valuable insight into how programs like the Renaissance Zone can truly impact local development. Over the past three years serving on the Renaissance Zone Board, I've gained a deeper understanding of how these programs function from the administrative side. I believe that having experience from both perspectives brings meaningful value to the board.

Please indicate which board/committee(s) you are interested in::

Growth Fund Committee

Renaissance Zone Committee

Name (First & Last):: Patrick Kellar

Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: Having been born and raised in Bismarck and a resident of Mandan since 2021, it has been exciting to watch Mandan find and develop its niche in the area. With my comprehensive business background, and the vast variety of businesses I worked with as a former newspaper publisher, I believe I could add valuable insight and input into the Growth Fund or Renaissance Zone committee.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: As a former newspaper publisher over nearly 2 decades, I was previously intimately involved in chambers of commerce, economic development groups, and the inside track of new business inquiries and business expansion efforts. I have also been part of Medcenter/Sanford overseeing the greater regional marketing efforts of 27 different departments in 6 communities and was a senior team member of Capital Credit Union, leading the brand study and rebrand efforts, and advising on market viability and branch expansion. Most recently, I led the growth of a locally owned home remodel company from a single location to 15 franchise locations in 10 states over a 3-year period.



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider a task order amendment to proceed with design for the Red Trail reconstruction project

STATEMENT/PURPOSE:

To review and possibly approve and amendment that adds design and bidding to our current agreement with Moore Engineering related to the reconstruction project near Red Trail Elementary.

BACKGROUND/ALTERNATIVES:

On November 18th resolutions were passed to create Street Improvement District 241. The subsequent 30 day protest period followed. During the protest period, an additional public input meeting was held to relay project information, seek input, and answer resident questions.

After the 30 day protest period, there was a total of 5.57% of the land area that protested the project. There were 32 total protests, equaling 5.71% of the properties.

Due to the insufficiency of protests, we are recommending to move forward with final design and bidding. It is estimated that the project will be ready for bid in March.

This amendment adds design and bidding, which were intentionally left off of the original agreement until the assessment district was in place. We would anticipate and future amendment to Task Order 9, which would add construction administration and oversight to the agreement if bids are favorable and the Commission wishes to move forward at that time.

ATTACHMENTS:

1. Task Order 9 - Amendment 1
2. Project Flowchart3A

FISCAL IMPACT:

Moore Engineering's task order 9 amendment is for \$115,000, which would be assessed to Street Improvement District 241.

STAFF IMPACT:

Significant time and effort working alongside Moore Engineering on this project.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve Task Order 9 - Amendment 1 for final design and bidding services.

SUGGESTED MOTION:

I move to approve Amendment 1 of Task Order 9, as presented.

Amendment No. 1 To Task Order No. 9

1. Background Data:

- A. Effective Date of Task Order: October 7, 2025
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: Mandan 2026 Street Rehabilitation Project

2. Description of Modifications

- A. The project shall include street rehabilitation and related items in the identified project area. Roadway improvements will include roadway reconstruction, mill and overlay, and chip seal. Additional restoration and improvements will include concrete repairs, ADA ramp installation, tree trimming, minor electrical items, and other minor miscellaneous improvements.
- B. Engineer shall perform the following Additional Services:
 - 1. Final Design Services. Engineer shall provide Final Design Services in accordance with Part A1.03 of the Agreement. Specifically, the following tasks are included:
 - a. Project coordination, management, and budget administration (14 weeks)
 - b. Progress meetings with Owner. (2 Meetings)
 - c. Gather existing information from Owner.
 - d. Dry and existing utility coordination and inclusion in plans as ASCE 38-22 (Level D).
 - e. Collect supplemental topographic survey (assume 2 mobilizations).
 - f. Complete ADA ramp design (in accordance with City of Mandan specifications).
 - g. Provide City pavement sections for approval.
 - h. Identify proposed pavement striping.
 - i. Identify signs for repair.
 - j. Complete electrical plans for electrical wire from existing lift station to existing pressure reducing valve, light pole replacement, and streetlight control panel upgrades.
 - k. Design for storm sewer culvert connection and backfill on 37th Ave NW (1 culvert).
 - l. Roadway grading.
 - m. Roadway extension on 40th Ave NW (up to 75 feet).
 - n. Assist with special assessment documents.

- o. Provide updated engineer's preliminary opinion of probable cost.
- p. Final construction drawings are to include:
 - i. General notes, legend, and scope of work
 - ii. Details and typical sections
 - iii. Existing conditions and removals
 - iv. Paving sheets
 - v. Traffic control
 - vi. ADA ramp plans, details, and notes
 - vii. Erosion control/SWPPP
- q. Provide 90% plans, specifications, and estimate for Owner feedback (PS&E).
- r. Meet with Red Trail Elementary for additional needs and phasing.
- s. Prepare project manual documents and bid form.
- t. Prepare project specific specs utilizing Owner's specs and editing as needed.
- u. Conduct site visits as needed (Assume 4).
- v. Include tree trimming necessary to meet Owner ordinance.
- w. Update project information website (2 updates)
- x. Assemble final documents for bidding.
- y. Send out post-bid letter to residents informing them of the bid results and the project timeline.
- z. The scope of services does not include:
 - i. Water, sewer, or storm sewer replacement
 - ii. Public meetings
 - iii. Funding applications

2. Bidding and Negotiating Phase Services. Upon completion of the above and authorization by Owner to proceed, Engineer shall provide services in accordance with Part A1.04 of the Agreement.

- C. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- D. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- E. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$115,000. Part 6.A of the Task Order is modified as follows:

Preliminary and Final Design Phase	<u>\$260,000</u>	\$160,000	<u>Standard Rates</u>
Bidding or Negotiating Phase	<u>\$15,000</u>	NA	<u>Standard Rates</u>

- F. The schedule for rendering services under this Task Order is modified as follows:

60% Plans & Review	January 29, 2026
90% Plans & Review	February 17, 2026
Final Plans and Bidding Documents	March 3, 2026
Project Bidding	March 26, 2026
Commission to Review Bids	April 7, 2026

- G. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A
- H. Attachments:
1. Project Area Map
 2. Work Breakdown Structure (tasks and hours)

3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$160,000
B.	Net change for prior amendments:	\$0
C.	This amendment amount:	\$115,000
D.	Adjusted Task Order amount:	\$275,000

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 6, 2026.

OWNER: City of Mandan

ENGINEER: Moore Engineering, Inc.

Signed: _____

By:  _____

Name: _____

Name: Carl Jackson, PE

Title: _____

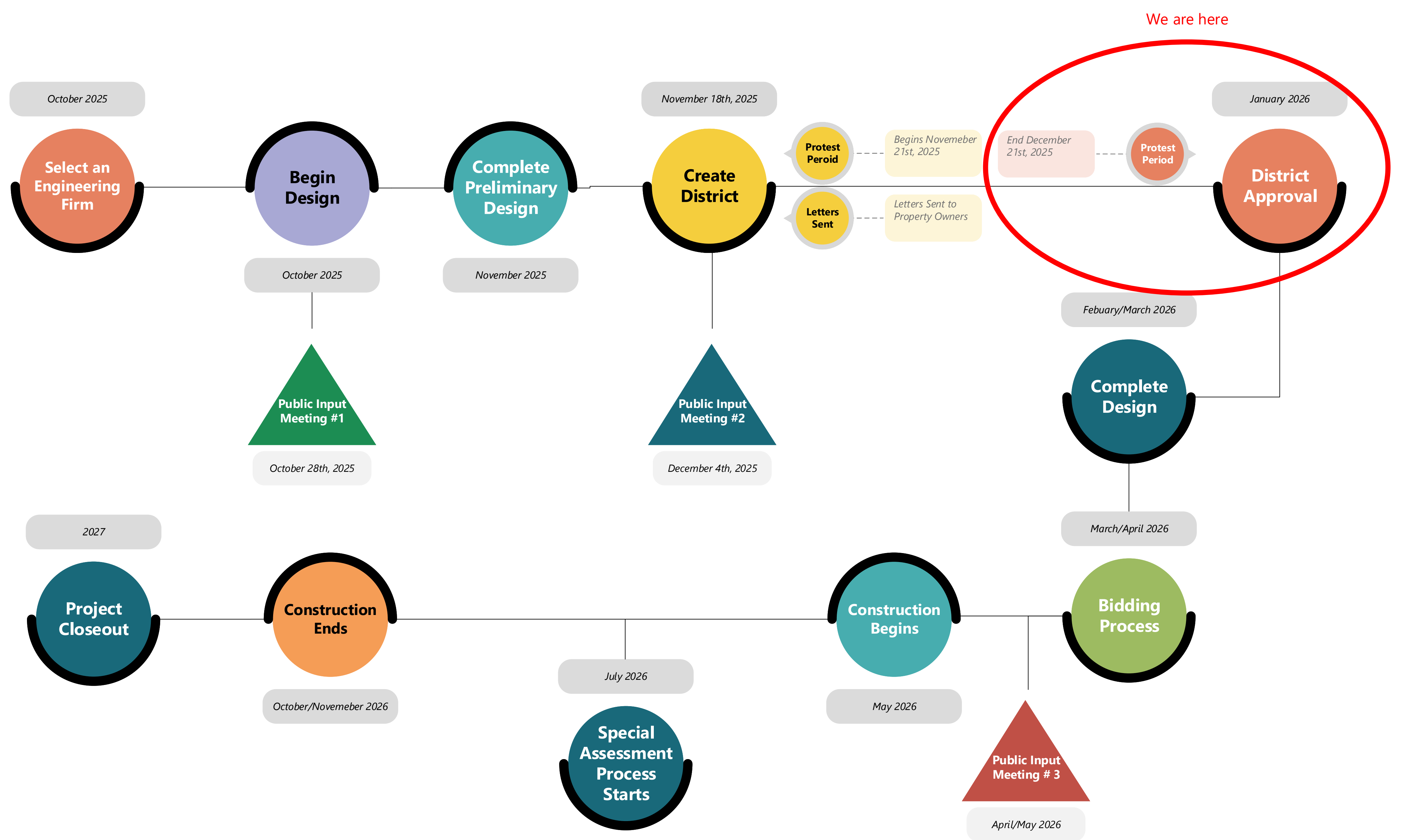
Title: Market Leader

Date

Date

Signed: _____

Signed: 12/30/2025





City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider an engineering agreement and submitting a State Water Commission funding application for Area 2B (near Roosevelt Elementary)

STATEMENT/PURPOSE:

To consider Task Order 11 for Moore Engineering to complete public engagement and funding assistance for the Mandan 2026 Street Reconstruction Project near Roosevelt Elementary, and consider submitting an application to the State Water Commission for preconstruction work.

BACKGROUND/ALTERNATIVES:

In 2023 the City brought forth an improvement district for the 2b project area. The project included water main replacement and street rehabilitation for infrastructure south and east of Roosevelt Elementary school. During the protest period, the project received over 51% protest and did not move forward.

Since 2023, there have been multiple water main breaks leading to water disruptions and costly repairs. Additionally, the roads have continued to deteriorate leading to poor driving conditions.

The City is proposing to move forward with the project in 2026. To initiate the project process, public engagement will take place in the next couple of months to inform the public about the proposed improvements. To assist with project costs, the City is seeking funding to decrease the local share for water-related items.

ATTACHMENTS:

1. Task Order 11
2. Project Flowchart 2B

FISCAL IMPACT:

Subject: Consider an engineering agreement and submitting a State Water Commission funding application for Area 2B (near Roosevelt Elementary)
Page 2 of 2

Task Order 11 totals \$80,000 to complete public engagement and funding assistance. The City is seeking \$228,356.82 of preconstruction funding, which would include the current task order, as well as future design work.

STAFF IMPACT:

Significant time and effort working alongside Moore Engineering on this project.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve Task Order 11 and authorize submitting the State Water Commission application for the Mandan 2026 Street Reconstruction near Roosevelt Elementary.

SUGGESTED MOTION:

- I move to approve Task Order 11, as presented.
- I move to authorize the submission of the State Water Commission application, as presented.

Task Order No. 11: Mandan 2026 Street and Utility Reconstruction – Area 2B

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: January 6, 2026
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project (title): Mandan 2026 Street and Utility Reconstruction – Area 2B
- E. Specific Project (description): Professional services for City of Mandan Engineering and Public Works, including funding assistance and public engagement related to Mandan 2026 Street and Utility Reconstruction Area 2B.

2. Services of Engineer

- A. GENERAL DESCRIPTION: The proposed project includes replacement of cast iron water mains, sanitary sewer lining and spot repairs, storm sewer upgrades, street rehabilitation, and street light updates for the area shown in the attached map.
- B. OWNER'S OBJECTIVES: The project aims to revitalize the infrastructure in the project area and provide new service life for the water, sewer, storm, and streets.
- C. ENGINEER'S OBJECTIVES: This task order includes services to apply for DWR funding, SRF funding, and assistance with special assessment district creation. Additionally, the task orders includes public engagement services for the proposed project.
- D. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Funding Assistance
 - a. Internal team coordination
 - b. Meetings with Owner's staff to provide updates/review materials (2 meetings)
 - c. Complete and submit DWR application
 - d. Attend DWR meetings (2 meetings)
 - e. Complete facility plan and environmental report for SRF funding
 - f. Complete SRF loan application
 - g. Assist Owner with proposed special assessment list
 - h. Prepare for and attend City Commission meeting for district creation resolutions (1 meeting)
 - i. Prepare engineer's report for district creation
 - j. Compile protest letters and track protest percentage
 - k. Prepare for and attend City Commission meeting post-protest period
 - 2. Public Engagement
 - a. Organize and lead up to 2 public meetings

- b. Send out postcards/letters to parcels in the project area (2 mailers)
 - c. Host project website and update throughout the task order duration (up to 3 updates)
 - d. Meet with residents and follow up post-meeting (assume 10 hours)
- E. Other Services: Engineer shall also provide the following services: None
- F. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
- 1. those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
- 1. Attend public input meetings
 - 2. Provide feedback on public engagement materials
 - 3. Provide timely review and signatures for funding documents

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- 1. DWR application submitted: December 29, 2025
 - 2. Public meeting #1: January 21, 2026
 - 3. District creation: February 3, 2026
 - 4. Public meeting #2: TBD
 - 5. Score protests: March 17, 2026

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Funding Assistance	\$48,000	Standard Hourly Rates
b. Public Engagement	\$32,000	Standard Hourly Rates
TOTAL COMPENSATION (lines 1.a-b)	\$80,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Standard Hourly Rates

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor,

overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner .

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: Braun Intertec

8. Other Modifications to Agreement and Exhibits: None

9. Attachment: Project map

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 6, 2026.

OWNER: City of Mandan, ND

ENGINEER: Moore Engineering, Inc.

By: _____

By: Carl Jackson

Print Name: James Froelich

Print Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

Engineer License or Firm's
Certificate No. (if required): 011C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jarek Wigness, PE

Name: Grant Dockter, PE

Title: City Engineer

Title: Project Manager

Address: 205 2nd Ave NW
Mandan, ND 58554

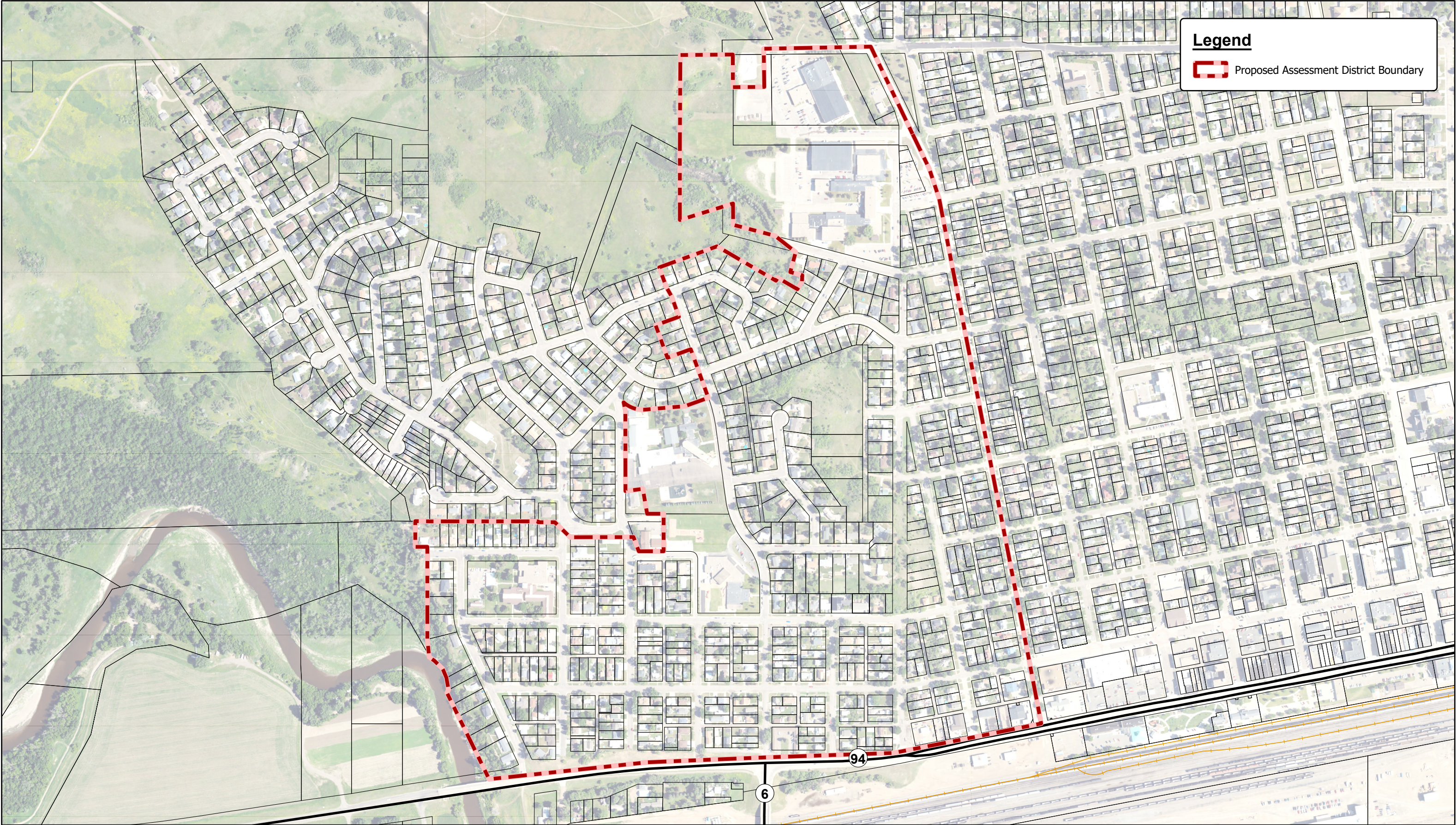
Address: 4503 Coleman Street, Suite 105
Bismarck, ND 58503

E-Mail
Address: Jarek.Wigness@cityofmandan.com

E-Mail
Address: Grant.Dockter@mooreengineeringinc.com

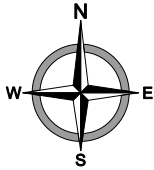
Phone: (701) 667-3228

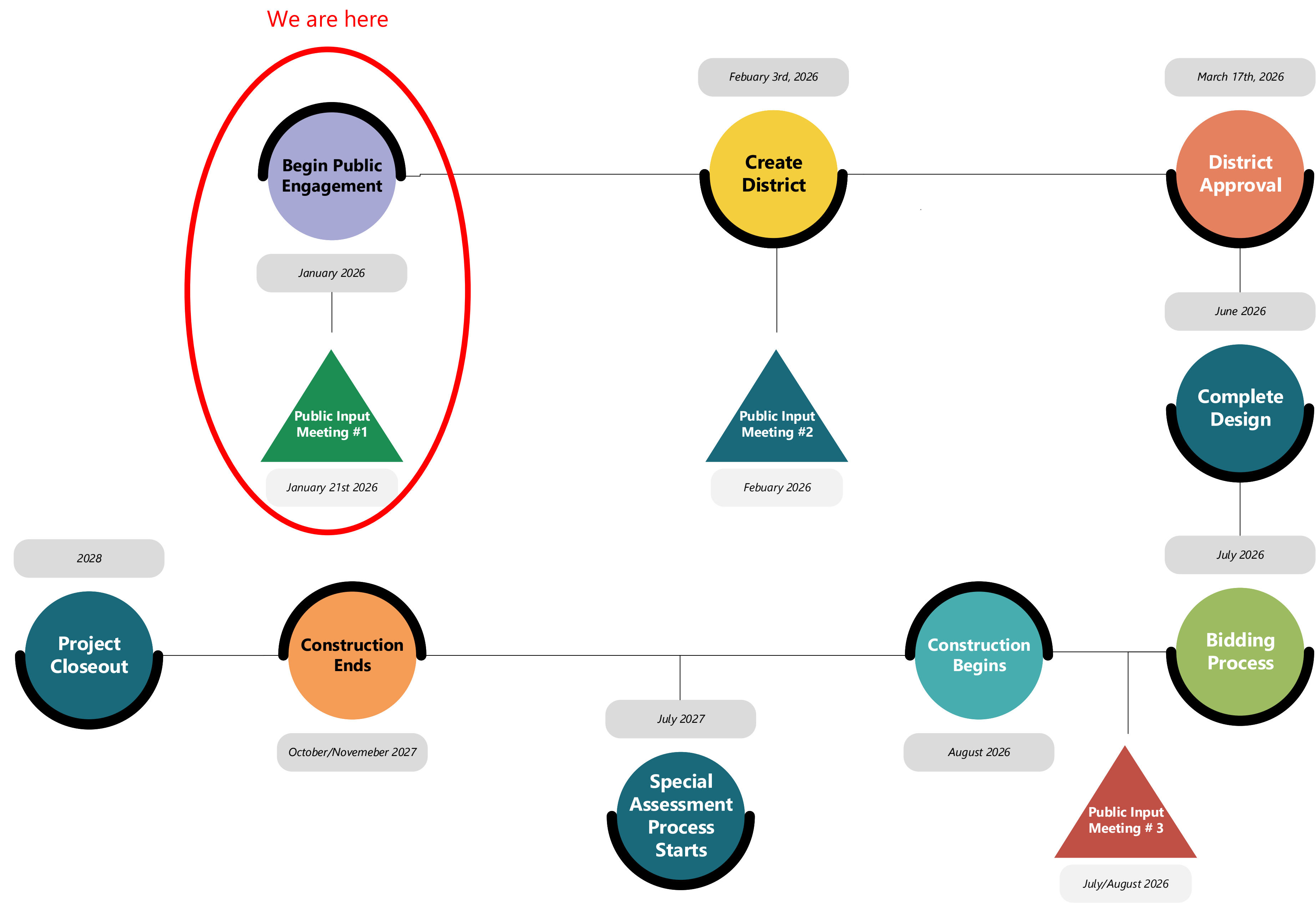
Phone: (701) 425-1842



**PROPOSED ASSESSMENT DISTRICT - PROJECT 2B
MANDAN, NORTH DAKOTA**

Created By: KJV Date Created: 06/14/24 Date Saved: 06/17/24 Date Exported: 06/17/24
Plotted By: kyle volk Parcel Date: 06/14/24 Aerial Image: 2023 County NAIP SIDS Elevation Data: N/A
Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Intl Vertical Datum: NAVD1988
T:\Projects\24000\24080_Midtown10_ArcPro\24080_Dist_2B\24080_Dist_2B.aprx







City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 30, 2025
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consider entering into an agreement with EAPC Architects for Fire Station 3

STATEMENT/PURPOSE:

Consider entering into an agreement with EAPC Architects for Fire Station 3

BACKGROUND/ALTERNATIVES:

The Fire Department is respectfully requesting permission to enter into an agreement with EAPC Architects to assist with critical planning for the proposed Northwest Fire Station 3. The scope of this initial engagement (Phase I) includes:

- Confirming a suitable site for the station.
- Evaluating the feasibility of incorporating an Emergency Operations Center (EOC) within the station, and determining the appropriate scale if included.
- Developing a final concept and cost estimates for the project.
- Supporting public communication and engagement efforts leading up to the June 2026 public vote.

To accomplish this, we are requesting an amendment to the 2026 Fire Department budget in the amount of \$70,000 to fund Phase I architectural services. Phase II, which includes final design, bidding, and construction services, will only proceed contingent upon a successful public vote. In consultation with the Finance Department, the proposed funding source for this amendment is 2025 General Fund budget savings.

ATTACHMENTS:

1. EAPC Agreement

FISCAL IMPACT:

Amend the 2026 Fire Department Budget by \$70K by using 2025 General Fund Budget savings

STAFF IMPACT:

Staff will continue to work with EAPC staff

LEGAL REVIEW:

Attorney Oster's Office has reviewed this agreement

RECOMMENDATION:

To allow staff to enter into agreement with EAPC Architects and amend the 2026 Fire Department Budget as presented

SUGGESTED MOTION:

I move to allow staff to enter into agreement with EAPC Architects and amend the 2026 Fire Department Budget as presented

 AIA® Document B101® – 2017**Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Seventeenth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mandan
Mandan Fire Department
110 Collins Avenue
Mandan, ND 58554
701.667.3288

and the Architect:
(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)
116 W Main Avenue, Suite A
Bismarck, ND 58501
(701) 258-3116

for the following Project:
(Name, location and detailed description)

Fire Station 3
3600 Old Red Trail NW
EAPC Project# 20261030

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed by the Owner and the Architect through mutual consent.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$6-7 million complete project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Complete Pre-Bond Issue Services (Phase I) in a timely manner for a June Bond Issue deadline. Phase II (balance) services to follow a successful bond vote.

- .2 Construction commencement date:

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User Notes:

(6942f3c5a90537ecce2117f0)

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Standard Design, Bid, Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Shane Weltikol, Battalion Chief
110 Collins Avenue
Mandan, ND 58554
701.667.7913

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer: (Surveying only)

Advanced Engineering and Environmental Services, LLC "AE2S"
1815 Schafer Street, Suite 301
Bismarck, ND 58501

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Brett Donat, AIA, Senior Architect
116 W Main Avenue, Suite A
Bismarck, ND 58501
(701) 224-7306
brett.donat@eapc.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

EAPC Architects Engineers (In-House)

.2 Mechanical Engineer:

EAPC Architects Engineers (In-House)

.3 Electrical Engineer:

EAPC Architects Engineers (In-House)

.4 Civil Engineer:

Advanced Engineering and Environmental Services, LLC "AE2S"
1815 Schafer St, Suite 301
Bismarck, ND 58501

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$ 5,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any

adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests

for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided

§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Owner/Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

All items noted as "Architect" provided shall be part of basic services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this

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Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 * visits to the site by the Architect during construction
* Visits per Exhibit "B" - attached to this Contract.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the

Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

The dollar value of services completed to the date of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set

forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)
- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3** Other
(Describe the method of compensation)

See Exhibit A - Part One Fee Structure & Reimbursables

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Forty percent (40.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty percent (20.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A Part Two- FY2026 Hourly Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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User Notes:

(6942f3c5a90537ecce2117f0)

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A Part One- Fee Structure & Reimbursables
Exhibit A Part Two - EAPC Hourly Rate Structure - FY2026
Exhibit B - Site Visitation Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Mitchell Bitz, Fire Chief

(Printed name and title)



ARCHITECT (Signature)

BY: Alan D. Dostert, AIA, President

(Printed name, title, and license number if required)



EXHIBIT 'A'

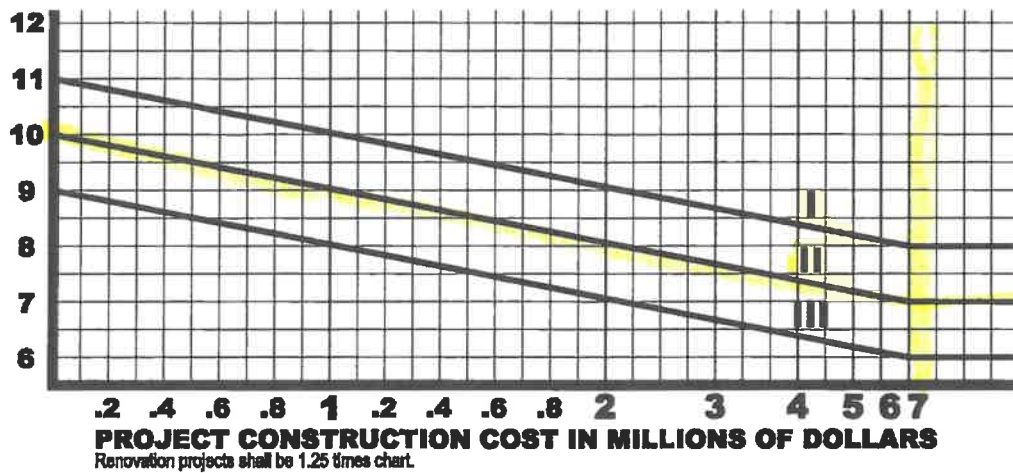
PART ONE FEE STRUCTURE & REIMBURSABLES

1) Project Budget	\$7,000,000	Total project
	\$6,540,000	Construction Cost (w/contingency)
	7%	Percent Fee (From EAPC Fee Curve-attached)
	\$ 459,500	Design Fee
2) Fee Breakdown		
<u>Phase I Service</u>	\$ 68,925 15%	Schematic Design/Programming/Bond Support/3D Renderings
-	Phase I includes up to three site evaluations for a new Fire Station, EOC Space Programming and Schematic layout onto a new Fire Station	
-	3D Renderings for Design and Bond support services.	
-	Bond Support includes Bond Issue Meetings/Operations. Attending public and commission meetings, Social media / print materials to support project, and assist with research, surveys, community feedback, and creating unified vision to pass bond.	
<u>Phase II Service</u> includes the remaining design phases needed to Bid the project along with construction administration during construction and warranty period.		
	\$ 91,900 20%	Design Development
	\$ 183,800 40%	Construction Documents
	\$ 22,975 5%	Bidding
	<u>\$ 91,900 20%</u>	Construction Administration
	\$ 459,500	Design Fees
3) Reimbursables		
	\$ 300	Prints (allowance)**
	<u>\$ 200</u>	Postage (allowance)**
	500	
	\$ 460,000	TOTAL FEES

**Cost to be billed on actual basis plus 10%

Prepared by:
Alan D. Dostert, AIA
For
EAPC

COMPENSATION SCHEDULE FOR ARCHITECTURAL SERVICES



GROUP I STRUCTURES OF EXCEPTIONAL CHARACTER AND COMPLEXITY OF DESIGN OR REQUIRING COMPARATIVELY LARGE AMOUNTS OF SCIENTIFIC, MECHANICAL OR ELECTRICAL EQUIPMENT.

- Hospitals and Extended Care Facilities
- Chemistry Buildings
- Clinics and Health Centers
- Correctional and Detention Facilities
- Religious Facilities
- Observatories
- Research Facilities (Complex type)
- Science Buildings
- Nursing Care Facilities

GROUP II STRUCTURES OF MODERATE COMPLEXITY OR DESIGN REQUIRING A MODERATE AMOUNT OF SCIENTIFIC, MECHANICAL AND ELECTRICAL EQUIPMENT.

- Theaters and Performance Halls
- Administrative Office Buildings
- Classroom Buildings
- Dormitories and Apartments
- Fire Stations
- Food Service Facilities
- Hotel Type Facilities
- Maintenance Buildings
- Lecture Auditoriums
- Library Buildings
- Married Student Housing
- Art Galleries
- Physical Education Facilities
- Skating Rinks
- Stadiums
- Student Unions
- Tracks, Playing Fields, Parks, etc.
- Vo Tech Buildings

GROUP III STRUCTURES OF CONVENTIONAL CHARACTER AND DETAIL REQUIRING NORMAL DESIGN, DETAILING, MECHANICAL AND ELECTRICAL EQUIPMENT.

- Heating Plants - Shell Only
- Parking Structures
- Simple Agricultural Structures
- Simple Storage Facilities
- Other Similar Utilitarian Structures

GROUP IV MONUMENTAL BUILDINGS AND CUSTOM RESIDENCES

- 1.25 X Group I Compensation Schedule Percentage

Percentage computations shall be applied to each individual contract for construction (i.e., General, Mechanical, Electrical etc.) not as an aggregate construction amount.

EXHIBIT A PART TWO

eapc.net



Architecture Engineering

116 W Main Avenue, Suite A, Bismarck, ND 58501 | TELE 701.258.3116

Hourly Rate Structure – FY2026

Architectural/Engineering Services

Principal Consultant	\$ 275.00 per hour
Program Director	\$ 257.00 per hour
Principal Architect	\$ 270.00 per hour
Principal Engineer	\$ 270.00 per hour
Associate Consultant	\$ 251.00 per hour
Associate Architect	\$ 238.00 per hour
Associate Engineer	\$ 238.00 per hour
Department Manager	\$ 228.00 per hour
Senior Project Manager	\$ 218.00 per hour
Project Manager Level 1	\$ 181.00 per hour
Project Manager Level 2	\$ 204.00 per hour
Senior Architect Level 1	\$ 218.00 per hour
Senior Architect Level 2	\$ 228.00 per hour
Senior Architect Designer Level 1	\$ 195.00 per hour
Senior Architect Designer Level 2	\$ 208.00 per hour
Architect Level 1	\$ 167.00 per hour
Architect Level 2	\$ 182.00 per hour
Architect Level 3	\$ 199.00 per hour
Architect Designer Level 1	\$ 132.00 per hour
Architect Designer Level 2	\$ 148.00 per hour
Architect Designer Level 3	\$ 167.00 per hour
Senior Engineer Level 1	\$ 218.00 per hour
Senior Engineer Level 2	\$ 239.00 per hour
Senior Engineer Designer Level 1	\$ 165.00 per hour
Senior Engineer Designer Level 2	\$ 182.00 per hour
Engineer Level 1	\$ 142.00 per hour
Engineer Level 2	\$ 166.00 per hour
Engineer Level 3	\$ 182.00 per hour
Engineer Level 4	\$ 195.00 per hour
Engineer Designer Level 1	\$ 132.00 per hour
Engineer Designer Level 2	\$ 148.00 per hour
Process Engineer Level 3	\$ 214.00 per hour
BIM Modeler Level 1	\$ 108.00 per hour
BIM Modeler Level 2	\$ 115.00 per hour
BIM Modeler Level 3	\$ 132.00 per hour
BIM Modeler Level 4	\$ 148.00 per hour
Student Designer Level 1	\$ 69.00 per hour
Student Designer Level 2	\$ 79.00 per hour
Interior Designer Level 1	\$ 119.00 per hour
Interior Designer Level 2	\$ 137.00 per hour
Interior Designer Level 3	\$ 157.00 per hour
Interior Designer Level 4	\$ 194.00 per hour

locations



AZ Phoenix MN Bemidji, St. Paul ND Bismarck, Dickinson, Fargo, Grand Forks, Minot, Williston SD Sioux Falls

**Construction Services**

▪ Construction Department Manager -----	\$ 209.00 per hour
▪ Associate Construction Specialist 1 -----	\$ 170.00 per hour
▪ Associate Construction Specialist 2 -----	\$ 186.00 per hour
▪ Construction Specialist Level 1 -----	\$ 124.00 per hour
▪ Construction Specialist Level 2 -----	\$ 147.00 per hour
▪ Construction Specialist Level 3 -----	\$ 164.00 per hour
▪ Construction Technician Level 1 -----	\$ 113.00 per hour
▪ Construction Technician Level 2 -----	\$ 136.00 per hour

Office Support Services

▪ Secretarial Level 1 -----	\$ 95.00 per hour
▪ Secretarial Level 2 -----	\$ 102.00 per hour
▪ Office Assistance -----	\$ 75.00 per hour

Mileage (follows the current federal rate)----- \$ 0.70 per mile

Direct project costs such as printing, postage and out of town travel expenses will be assessed a 10% markup for administration. Mileage will be charged at the current federal rate at the time of invoicing. All rates are effective through December 31, 2026.

EXHIBIT 'B'
SITE VISITATION SCHEDULE

“Site Visits”—The Architect will visit the Project Site during Programming, Schematic Design, Design Development, Construction Documentation and the Bidding Phase as required to obtain information prior to the Construction Phase and for a Pre-Bid Conference with all (attending) Plan holders prior to issuing the last Addendum.

Further the Architect will visit the Project site during the Construction Phase at the following times:

1. Pre-Construction meeting with Owner, Contractor and major Sub-Contractors.
2. Bi-Monthly
3. Final inspection (up to 2 trips).
4. Punch list follow-up (up to 2 trips).
5. Visit site at other times, as Project demands.
6. As required, if deficiencies occur during the one year warranty period.
7. Prior to the release of the General Contractor one-year warranty obligations.

Note: Specific site visitations and bi-monthly construction meetings may coincide.



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 23, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Second consideration of Ordinance 1482, a zone change from RM - Residential Multi Family and Agriculture to RM - Residential Multi Family for Big Sky Estates 8th Add.

STATEMENT/PURPOSE:

Second consideration of Ordinance 1482, a zone change from RM - Residential Multi Family and Agriculture to RM - Residential Multi Family for Big Sky Estates 8th Add.

BACKGROUND/ALTERNATIVES:

The first reading and public hearing of this item was approved at the December 16, 2025 City Commission agenda.

ATTACHMENTS:

1. Ordinance No. 1482

FISCAL IMPACT:

N/a

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the second consideration of Ordinance 1482.

City Commission

Agenda Documentation

January 6, 2026

Subject: Second consideration of Ordinance 1482, a zone change from RM - Residential Multi Family and Agriculture to RM - Residential Multi Family for Big Sky Estates 8th Add.

Page 2 of 2

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1482.

ORDINANCE NO. 1482

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

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

WHEREAS, Adjacent properties to the north and west are zoned R3.2 – Single & Two Family Residential and R7 – Single Family Residential, to the east zoned RM – Multi Family Residential; and to the south CB – Business Commercial; whereas Multi Family Residential would be an appropriate use; and

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

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

BIG SKY ESTATES 8TH ADDITION IN SECTION 16, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 1.20 ACRES, MORE OR LESS.

- shall be removed from the RM – Residential Multi Family and Agriculture Districts and shall be included in the RM – Residential Multi Family District.

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

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:

November 24, 2025
December 16, 2025
January 6, 2025



City Commission

Agenda Documentation

MEETING DATE: January 6, 2026
PREPARATION DATE: December 29, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider a resolution determining the sufficiency/insufficiency of protests for Street Improvement District 241 (Red Trail)

STATEMENT/PURPOSE:

To review and possibly approve the resolution of insufficiency of protests for Mandan Street Improvement District 241.

BACKGROUND/ALTERNATIVES:

On November 18th resolutions were passed to create Street Improvement District 241. The subsequent 30 day protest period followed. During the protest period, an additional public input meeting was held to relay project information, seek input, and answer resident questions.

After the 30 day protest period, there was a total of 5.57% of the land area that protested the project. There were 32 total protests, equaling 5.71% of the properties.

Due to the insufficiency of protests, we are recommending to move forward with final design and bidding. It is estimated that the project will be ready for bid in March.

ATTACHMENTS:

1. SID 241 Resolution Determining Insufficiency of Protest

FISCAL IMPACT:

The total project cost for the 2026 project is estimated to be \$4,365,000. Moore Engineering's task order 9 amendment is for \$115,000. Except for a 20% buydown of reconstruction areas using Municipal Infrastructure Funds, the costs would be assessed to the district.

STAFF IMPACT:

Significant time and effort working alongside Moore Engineering on this project.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolution determining the insufficiency of protest for Street Improvement District 241.

SUGGESTED MOTION:

I move to approve the resolution determining the insufficiency of protest for Street Improvement District 241, as presented.

**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR
STREET IMPROVEMENT DISTRICT NO. 241**

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 241, on November 18th, 2025 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on November 28th, 2025 and December 5th, 2025; and

Whereas, more than thirty days have passed since the November 28th, 2025 publication; and

BE IT HEREWITH RESOLVED AND DETERMINED by the governing body of the City as follows:

1. That written protests filed with the City Administrator, within 30 days after November 28th, 2025 publications, did not represent a majority of the area of the property included within Street Improvement District No. 241.
2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 6th day of January, 2025

City of Mandan, North Dakota

James Froelich, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator