



**AGENDA
CITY COMMISSION
FEBRUARY 3, 2026
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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 Apple TV

Dial: +1 312 626 6799

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RadioAccess.org

Web: <https://us02web.zoom.us/j/87194191596>

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. Visit Mandan Highlight 2026 Video
2. Career and Technical Education Month Proclamation
3. Zoning Code Rewrite Update
4. Project Updates

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the January 20, 2026 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA

1. Consider Abatements
 - a. 2025 Veterans Credit Abatement for Brian Maier
2. Consider approval of a raffle permit for the Abused Adult Resource Center
3. Consider approval of appointments to the Code Enforcement Appeals Board
4. Consider the request for approval from the Public Works Department for the following:
 - a. Permission to purchase used jetting truck from the City of Bismarck
5. Consider approval of additions to the Gaming Site Authorization for American Legion Post 91 at Send-It 24/7 through June 30, 2026
6. Consider approval of Morton Mandan Public Library's Request for Qualifications (RFQ) for Architectural/Engineering Services
7. Consider approval of a Gaming Site Authorization for ABATE of North Dakota at the Hide Away from July 1, 2026 to June 30, 2027
8. Consider approval of a Gaming Site Authorization for RMEF NoDak Inc. at the Mandan Eagles Club for March 28, 2026

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider Resolutions necessary to create Street Improvement District 242 (Near Roosevelt Elementary)
2. Consider the peer review of the Wastewater Treatment Plant Master Plan Update and authorize the solicitation of qualifications for professional services supporting the anticipated project (*Documentation Forthcoming*)
3. Consider an offer on a City-owned lot Parcel No. 65-6102835

L. RESOLUTIONS AND ORDINANCES

1. Second and final consideration of Ordinance No. 1481, relating to On Call Pay
2. Second and final consideration of Ordinance No. 1483 Stormwater Rewrite

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, February 17, 2026 at 5 p.m.
 - Tuesday, March 3, 2026 at 5:30 p.m.
 - Tuesday, March 17, 2026 at 5:30 p.m.

O. ADJOURN



PROCLAMATION

“Career & Technical Education Month”

February 3, 2026

- WHEREAS 75.49% high school students across North Dakota are currently enrolled in Career and Technical Education (CTE), gaining the essential academic, technical, and employability skills required for modern career readiness; and
- WHEREAS students who concentrate in CTE programs engage in authentic, meaningful learning experiences that significantly enhance the quality of their education, as evidenced by a **95 percent graduation rate** compared to the statewide average of 88 percent; and
- WHEREAS North Dakota provides comprehensive career exploration through the RUReady.ND.gov online system, utilized by **95 percent of all schools** to empower students to make informed, beneficial decisions regarding their academic pathways; and
- WHEREAS leaders in North Dakota’s business and industry sectors continue to identify a critical skills gap, emphasizing the urgent need to connect qualified professionals with high-demand careers in fields such as healthcare, energy, advanced manufacturing, value-added agriculture, and information technology; and
- WHEREAS Career and Technical Education bridges this gap by offering integrated programs of fulfilling and sustainable careers; and
- WHEREAS the expanded access and innovative delivery of CTE programming, including distance learning initiatives, ensures that students in every corner of our state have the opportunity to pursue their specific educational interests and professional goals.

James Froelich,
President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

The Mandan City Commission met in regular session at 5:00 PM on January 20, 2026 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, Assistant Finance Director Schulz, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Interstate Engineering Planner Dave Wiosna, Communications Specialist Schmidt, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *New Employee Introductions.*
 - a. *Abigail Varner - Real Property Appraiser Tech.* City Assessor Markley presented.
2. *Golden Shovel Award Nominations Accepted Through February 1.* City Administrator Neubauer presented.
3. *State of the Cities - February 3.* City Administrator Neubauer presented.
4. *Project Update.* City Engineer Wigness presented.

D. PUBLIC COMMENT There were no public comments submitted prior to the meeting.

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

F. MINUTES

1. *Consider approval of the January 6, 2026 Board of City Commission Meeting Minutes.* Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider approval of the January 13, 2026 Board of City Commission Special Meeting Minutes.* Commissioner Rohr moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

1. *Consider a variance for Lots 1 & 2, Block 1, North Prairie Second Subdivision.* Interstate Engineering Planner Dave Wiosna 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 Rohr seconded to approve the variance for Lots 1&2, Block 1, North Prairie Second Subdivision, for an accessory structure. Roll Call vote: Aye 5, Nay 0. The motion passed.

H. BIDS

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

1. *Consider Abatements.*
 - a. *2025 Veterans Credit Abatement for Joshua Boehm.*
2. *Consider a minor plat for Mandan Hill First Addition Replat Lot 20, Block 1.*
3. *Consider a minor plat for Heart Ridge 5th Addition.*
4. *Consider approval of a raffle permit for Off the Grid Ministries.*
5. *Consider appointing Micaela Ranisate, Ben Kappel, and Sarah Johnston to the Community Beautification Committee.*
6. *Consider approval of 2026 Compensation Study and Budget Amendment.*
7. *Consider approval of updates to the Human Resources Generalist job description.*
8. *Consider the following Gaming Site Authorizations:.*
 - a. *Mule Deer Foundation at Baymont Inn & Suites on February 21, 2026.*
 - b. *Fort Abraham Lincoln Foundation at Lonesome Dove through June 30, 2026 (additions).*
9. *Consider approval of Monthly Bills.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Update on activities of the Bismarck Mandan Chamber EDC.* Bismarck-Mandan Chamber EDC President Brenda Nagel presented.
2. *Consider rewrite of Stormwater Design Manual and ordinance update.* City Engineer Wigness, and Nic Cullen and Michael Gunsch with Houston Engineering Inc. presented. Commissioner Sjoberg moved and Commissioner Rohr seconded to adopt the new stormwater design manual, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Introduction and first consideration of Ordinance No. 1481, Relating to On-Call Pay.* City Human Resources Director Berger presented. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the introduction and first reading of Ordinance No. 1481, along with the associated budget amendment, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *Introduction and first consideration of Ordinance No. 1483 Stormwater Rewrite (Documentation Forthcoming).* City Engineer Wigness presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the first consideration of Ordinance 1483, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *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 There being no other business to come before the Board, the meeting adjourned at 6:03 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 16, 2026
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR:
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Consider Abatements

STATEMENT/PURPOSE:
Consider Abatements

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 16, 2026
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement for Brian Maier

STATEMENT/PURPOSE:

To consider 2025 Application for Disabled Veterans Property Tax Credit for property located at 4522 34th Ave NW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-3772597 with a legal description of Lot 9, Block 3 Meadow 1st.

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. Application for Abatement-Brian Maier
2. Disabled Veterans Flier

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 Brian Maier at 4522 34th Ave NW.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2025 Abatement Application for Brian Maier at 4522 34th Ave NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of MORTON

Property I.D. No. 65-3772597

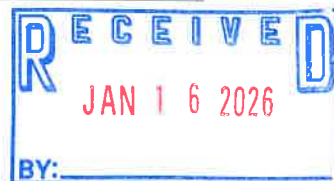
Name MAIER/SHEILA D & BRIAN D

Telephone No. _____

Address 4522 34TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 9 BLOCK 3 MEADOWS 1ST



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

Land \$ 50,000
Improvements \$ 140,200
Total \$ 190,200
(1)

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

Land \$ 50,000
Improvements \$ 140,200
Total \$ 190,200
(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 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 1-16-26

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



Office of State Tax Commissioner

Brian Kroshus

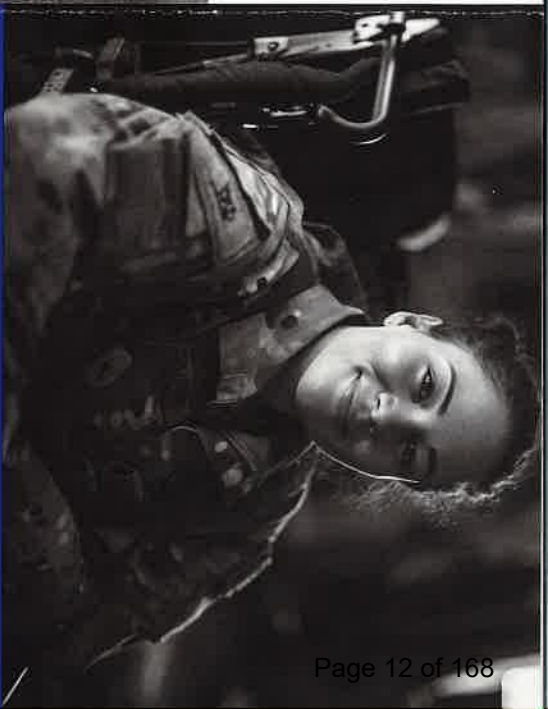
Tax Commissioner

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.



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



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.

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

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



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



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 21, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approving a raffle permit for the Abused Adult Resource Center

STATEMENT/PURPOSE:

Consider approving a raffle permit for the Abused Adult Resource Center

BACKGROUND/ALTERNATIVES:

A raffle will be held on 2/8/26 at the Baymont Inn & Suites to raise funds for The Abused Adult Resource Center. See attached permit application.

ATTACHMENTS:

1. 2026-08 Abused Adult Resource Center

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for the Abused Adult Resource Center.

SUGGESTED MOTION:

I move to approve the raffle permit for the Abused Adult Resource Center.



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

Permit Number
2026-08

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 Abused Adult Resource Center		Dates Authorized (Read Instruction 2) 2/8/26	
Organization or Group Contact Person Lane Hoffer	E-mail laneh@aacnd.com	Telephone Number 701-319-2151	
Mailing Address PO Box 5003	City Bismarck	State ND	ZIP Code 58502

SITE INFO

Site Name Baymont Inn & Suites		County Morton	
Site Address 2611 Old Red Trail	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.) A pick a prize raffle to be held on 2/8/26 at the Baymont Inn & Suites 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:

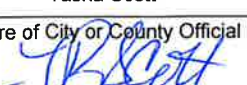
- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Tasha Scott	Title of City or County Official Administrative Assistant	Telephone Number 701-667-3250	E-mail Address tasha.scott@mandanpd.com
Signature of City or County Official 		Date 1/21/26	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 Abused Adult Resource Center - Galentine's		Dates of Activity (Does not include dates for the sales of tickets) 2/8/26	
Organization or Group Contact Person Lane Hoffer - AARC	E-mail lane.h@aarcnd.com	Telephone Number 701.319.2151	
Business Address 218 West Broadway	City Bismarck	State ND	ZIP Code 58501
Mailing Address (if different) PO Box # 5003	City Bismarck	State ND	ZIP Code 58502

SITE INFO

Site Name Baymont Inn + Suites		County Morton	
Site Physical Address 2611 Old Red Trail North West	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.) 2/8/26 - Pick-A-Prize (raffle)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Pick-A-Prize	blind raffle - see attached	
Total (limit \$40,000 per year)		\$ 4389.42

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Fundraisers to donate to Abused Adult Resource Center	
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 Lane Hoffer	Telephone Number 701.319.2151	E-mail Address lane.h@aarcnd.com
Signature of Organization Group's Permit Organizer 	Title Grant + Development Manager	Date 1/20/26

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.

4 Bears Casino - 1 night stay, \$50 in slots, \$20 food & 4 drinks – package – 220
 Baymont - Night Stay @ Ramonda + Baymont - \$200
 Bismarck Bobcats Hockey - Tickets & Merch - \$100
 Bismarck Larks Baseball - Merch - \$50
 Brainwashed Studios - Artwork - \$50
 Cloverdale - \$75 - Gift Card - \$75
 Cottonwood Golf Course - 4- 9 hole punch cards with 10 uses each - \$600
 Cyclebar - X2 3 ride gift cards - \$150
 Dakota Nuts N Candy – Gift Card - \$40
 Desirae's Make Lounge – Make Up Products - \$200
 Engines 4 Education - Gift Certificate - lawnmower service \$95 + Free Delivery (\$50) - \$145
 Engines 4 Education - Gift Certificate - snowblower service \$125 + Free Delivery (\$50) - \$175
 Escape on 3rd – Gift Basket - \$137
 Evolve Salon – Gift Card - \$100
 BOOZ ·N· TUNA – Merch - \$50
 Get Loose Stretch Therapy – Gift Card - \$50
 Gunscher's Auto - \$100 in service & Sweat Shirt - \$100
 Hot Worx - Gift Card + Shirt - \$100
 Inknetic Studeo - \$100 - Gift Card - \$100
 Jaydobo Seasoning – Season Packages - \$50
 Energy Serenity - \$50 gift card – Reiki - \$50
 Lewis and Clark Riverboat - 4 Tickets for a Riverboat Cruise - \$200
 Loose Leaves - \$50 gift card – acupuncture - \$50
 MN Twins - X4 Tickets Experience - \$200
 MN Vikings - Hockenson Signed White Panel Football - \$100
 ND Country Fest- x2 - 4 day passes - \$323.42
 Rock 30 Games - \$150 gift card + Swag - \$200
 Rough Rider Harley Davidson – Merch – 20
 Runnings - \$100 gift card - \$100
 Rhythm Records – Gift Card - \$100
 Scheels - Gift Cards - \$25 each x 2 - \$50
 Scheels – Gift Basket - \$100
 Sickies – Gift Card - \$70
 Sober Talk – Hoodie - \$40
 Walmart – South - \$100 Gift Card - \$100



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 23, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: To consider approval of appointments to the Code Enforcement Appeals Board.

STATEMENT/PURPOSE:

To consider approval of appointments to the Code Enforcement Appeals Board.

BACKGROUND/ALTERNATIVES:

The Code Enforcement Appeals Board meets as needed when the code enforcement officer receives an appeal to any enforcement action. The board consists of five members. Currently, David Mills, Renee Murrish, Jody Skogen and Ryan Thomas had terms ending December 31, 2025. Letters of interest were received from Renee Murrish, Ryan Thomas, Chris Conley and Leo Belgarde. See attached letters of interest.

ATTACHMENTS:

1. Ryan Thomas
2. Chris Conley - Code Enforcement, CBC, Growth Fund, Parking, P&Z - recd 092925
3. Leo Belgarde
4. Renee Murrish

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

The Code Enforcement Appeals Board liaison recommends reappointing Renee Murrish and Ryan Thomas to three-year terms expiring Dec. 31, 2028 and appointing Chris Conley and Leo Belgarde to two-year terms expiring Dec. 31, 2027.

SUGGESTED MOTION:

I move to approve reappointing Renee Murrish and Ryan Thomas to three-year terms expiring Dec. 31, 2028 and appointing Chris Conley and Leo Belgarde to two-year terms expiring Dec. 31, 2027.

-----Original Message-----

From: donotreply@form.govoffice.com <donotreply@form.govoffice.com>

Sent: Tuesday, September 30, 2025 1:18 PM

To: Kari N. Schmidt <kari.schmidt@cityofmandan.com>

Subject: Committee/Board Application (form) has been filled out on your site.

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

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL:

<https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7CCashlee.newman%40cityofmandan.com%7C5195f7a9eea14e00c79f08de01d41b17%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638950207642600723%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFBpCIsldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XtFTLiAH3RwGZ2F4WsBESpHZJTZ7mVj4QTqFm6mFKQ0%3D&reserved=0>

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

Code Enforcement Appeals Board

Name (First & Last):: Ryan Thomas

Address::

Phone Number:: -REDACTED-

Email Address:: -REDACTED- Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable): Midco Functional Title or Role: Construction Coordinator Please explain your reasons for wanting to serve on this board, commission, or

committee:: Currently serving term as board member, would like to continue in helping the community.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: Working in the construction industry in varies ways over the last 25 years I enjoy making a difference and keeping up on the new processes that come with city's growth and age. I want to help keep Mandan growing and improving in the coming years.

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From: donotreply@form.govoffice.com

To: Kari N. Schmidt

Subject: Committee/Board Application (form) has been filled out on your site.

Date: Monday, September 29, 2025 3:28:38 PM

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Site URL: <https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7Ckari.schmidt%40cityofmandan.com%7C0519450895c448e17f3d08ddff96c281%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638947745174754287%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbCIsIl dUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=WuFSGjhD%2B70LIL%2FJ7JZg5MUdeStQN ghAcA8gg%2BE7sel%3D&reserved=0>

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

Address::

Phone Number:: -REDACTED-

Email Address:: -REDACTED-

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.

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Site URL:

<https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7CCashlee.newman%40cityofmandan.com%7Cff2a3042bb254cb0f0dd08de0479b880%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638953118015737511%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFBpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vSLtPhl212Z3GFoIFXHswwY1Xd5cScqwJUpOX3dRL1U%3D&reserved=0>

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

Code Enforcement Appeals Board

Growth Fund Committee

Name (First & Last):: Leo Belgarde

Address::

Phone Number:: -REDACTED-

Email Address:: -REDACTED-

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.

Do Not Click Reply - This e-mail has been generated from a Smart Form.

To: Kari N. Schmidt; Ashlee Newman

Subject: Committee/Board Application (form) has been filled out on your site.

Date: Tuesday, October 28, 2025 11:10:43 AM

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

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: [https://nam10.safelinks.protection.outlook.com/?](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7CASHlee.newman%40cityofmandan.com%7C4b1b1b25901a49e04c3808de163c891d%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638972646428833191%7CUnknown%7CTWfPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUslYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbCIslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=zS9SJLxp78fq%2BMAH81JOEJROI5nveB5bJOu6Gp%2FvfeU%3D&reserved=0)

[url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7CASHlee.newman%40cityofmandan.com%7C4b1b1b25901a49e04c3808de163c891d%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638972646428833191%7CUnknown%7CTWfPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUslYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbCIslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=zS9SJLxp78fq%2BMAH81JOEJROI5nveB5bJOu6Gp%2FvfeU%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cityofmandan.com%2F&data=05%7C02%7CASHlee.newman%40cityofmandan.com%7C4b1b1b25901a49e04c3808de163c891d%7C85e60136b6964b9787755816d76f9434%7C0%7C0%7C638972646428833191%7CUnknown%7CTWfPbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUslYiOilwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbCIslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=zS9SJLxp78fq%2BMAH81JOEJROI5nveB5bJOu6Gp%2FvfeU%3D&reserved=0)

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

Code Enforcement Appeals Board

Name (First & Last):: Renee Murrish

Address::

Phone Number:: -REDACTED-

Email Address:: -REDACTED-

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

Yes

Business or Organization Name (if applicable): Signature Events, LLC

Functional Title or Role: Owner

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

As a resident of Mandan and also a business owner of Mandan I feel it is our duty to help out where we can to make the community a better place for today and the generations to come. Thank you for your consideration.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I bring a heart for the citizens of Mandan, business owners, and the skill of understanding that you need to gather all the facts and all points of view before making a decision.

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City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 26, 2026
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: February 3, 2026
PREPARATION DATE: January 26, 2026
SUBMITTING DEPARTMENT: Public Works- Utility Department
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Permission to Purchase Used Jetting Truck from the City of Bismarck

STATEMENT/PURPOSE:

The City of Bismarck Public Works Utility Operations Department recently purchased a replacement jetting truck that was approved in their 2024 budget and placed into service in 2025. As a result, Bismarck has declared their older jetting truck surplus and authorized its sale to the City of Mandan.

The used jetting truck will be utilized by the Mandan Public Works Department to support sanitary sewer maintenance operations. The purchase price of \$35,000.00 represents a cost-effective option compared to acquiring new equipment and will allow the department to maintain service levels and operational reliability.

Finance has reviewed this purchase and approved the necessary budget amendment to accommodate the expenditure.

BACKGROUND/ALTERNATIVES:

The City of Bismarck Public Works Utility Operations Department recently purchased a replacement jetting truck that was approved in their 2024 budget and placed into service in 2025. As a result, Bismarck has declared their older jetting truck surplus and authorized its sale to the City of Mandan.

The used jetting truck will be utilized by the Mandan Public Works Department to support sanitary sewer maintenance operations. The purchase price of \$35,000.00 represents a cost-effective option compared to acquiring new equipment and will allow the department to maintain service levels and operational reliability.

Finance has reviewed this purchase and approved the necessary budget amendment to accommodate the expenditure.

ATTACHMENTS:

1. PWUO - Item 2.N.1_2026.1.13

FISCAL IMPACT:

Water and Sewer Utility will require a \$35,000 budget amendment to account 601.660.62114.

STAFF IMPACT:

This truck includes a enclosed tank, allowing sewer and storm system jetting operations to continue during inclement weather, improving safety for staff and reducing wear and tear on existing equipment.

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve the purchase of a used jetting truck from the City of Bismarck for \$35,000.00 and authorize the associated budget amendment.

SUGGESTED MOTION:

Approve the purchase of a used jetting truck from the City of Bismarck for \$35,000.00 and authorize the associated budget amendment.



Administration Department

TO: Michael Mart, Public Works Utility Operations Director

DATE: January 16, 2026

FROM: Jason Tomanek, City Administrator

SUBJECT: Sale of Equipment to the City of Mandan

The Board of City Commissioners met on Tuesday, January 13, 2026, and considered the request for approval for permission to sell one used jetting truck to the City of Mandan.

Department	Unit #	Asset #	Year	Make	Model	Serial #	License	Meter Type	Meter	Acquire Date
Sanitary Sewer	2314	8626	2003	International	7400	1HTWDAAR43J067025	G84426 ND	Hours	4904	2/28/2003

Commissioner Zenker moved to approve the item as presented and Commissioner Risch seconded. Upon a roll call vote, all vote aye. M/C.



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 26, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider approval of additions to the Gaming Site Authorization for American Legion Post 91 at Send-It 24/7 through June 30, 2026.

STATEMENT/PURPOSE:

Consider additions to the Gaming Site Authorization for American Legion Post 91 at Send-It 24/7.

BACKGROUND/ALTERNATIVES:

An amended gaming site authorization was received on Jan. 22. The additions are for raffles, prize board, and poker.

ATTACHMENTS:

1. gaming site auth - american legion post 91 at send it 247 (additions)

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented.

SUGGESTED MOTION:

I move to approve the additions to the Gaming Site Authorization for American Legion

City Commission

Agenda Documentation

February 3, 2026

Subject: Consider approval of additions to the Gaming Site Authorization for American Legion Post 91 at
Send-It 24/7 through June 30, 2026

Page 2 of 2

Post 91 at Send-It 24/7 through June 30, 2026.



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

American Legion Post 91

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Send It 24/7

Street

1700 East Main

City

Mandan

ZIP Code

58554

County

Morton

Beginning Date(s) Authorized

7/1/2025

Ending Date(s) Authorized

6/30/2026

Number of Twenty-One
tables, if zero, enter "0"

0

Specific location where games of chance will be conducted and played at the site (required)

entire establishment excluding the restrooms

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

- | | | |
|--|---|---|
| ☒ Bingo | ☐ Club Special | ☐ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☒ Prize Board | ☐ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☒ Prize Board Dispensing Device | ☐ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 28, 2026
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: Morton Mandan Public Library's (MMPL)
Architectural/Engineering Request for Qualifications

STATEMENT/PURPOSE:

To consider approval of the Morton Mandan Public Library's Destination Grant Request of Qualifications for Architectural/Engineering.

BACKGROUND/ALTERNATIVES:

The MMPL Board of Trustees has approved the Request for Qualifications for Architectural/Engineering services as the first step in transforming the unused upstairs space into the Tourism Makerspace Hub at the Morton Mandan Public Library. This public space will be an interactive cultural and creative making hub designated for residents and tourists. This project is supported through a Destination Grant through the ND Department of Commerce. The project is to be completed by June 30, 2027

ATTACHMENTS:

1. MMPL Request for Qualifications

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:

The Request for Qualifications has been reviewed by the City Attorney.

RECOMMENDATION:

City Commission

Agenda Documentation

February 3, 2026

Subject: Consider approval of Morton Mandan Public Library's Request for Qualifications (RFQ) for Architectural/Engineering Services

Page 2 of 2

The Morton Mandan Public Library Board of Trustees recommends approval of the Morton Mandan Public Library's Request for Qualifications for Architectural/Engineering Services.

SUGGESTED MOTION:

I move to approve the Morton Mandan Public Library's Request for Qualifications for Architectural/Engineering Services.

TOURISM MAKERSPACE HUB REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL / ENGINEERING SERVICES

PROJECT OVERVIEW

MMPL is requesting Statements of Qualifications (SOQs) from qualified Architectural/Engineering firms for the design and construction support of the Tourism Makerspace Hub, a renovation of approximately 2,736 sq. ft. within the second-floor freight-house wing. The project is funded through the North Dakota Destination Development Grant for completion during the 2025–2027 biennium.

MMPL has identified target functional areas—such as a Create Space, Fabrication Lab, Crafting Lab, Digital Lab, Podcasting Rooms, Production/Gaming Studio, Professional Kitchen, Classroom, and supporting storage and clean-up spaces. No concept map or fixed layout has been established; the selected A/E firm will develop schematic layouts that support innovation, operational flexibility, user experience, safety, code compliance, and long-term sustainability.

MMPL is also committed to strengthening local workforce development. As part of this project, the library intends to collaborate with Mandan High School’s Career & Technical Education (CTE) programs—including construction, electrical, plumbing, and welding—to provide structured, safe, and meaningful student learning opportunities. Firms demonstrating thoughtful approaches to such collaboration will be rated favorably.

SCOPE OF A/E SERVICES

- Refinement of conceptual needs; development of schematic layouts.
- Full architectural, structural, mechanical, electrical, plumbing, and accessibility design.
- Makerspace-specific integration: fabrication ventilation, acoustic treatment, digital and media production environments.
- Interior design: finishes, lighting, durability planning, ADA pathways, and wayfinding.
- Cost estimating at schematic, design development, and pre-bid phases.
- Preparation of complete construction documents and technical specifications.
- Bidding-phase assistance, contractor questions, and issuance of addenda.
- Construction administration including meetings, submittal review, site visits, and closeout.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

SOQs shall be limited to a maximum of 20 single-sided pages or 10 double-sided pages and must address the following:

- Firm and Team Qualifications – technical capabilities, resumes, and relevant experience.
- Experience with Similar Projects – projects that demonstrate skill in designing flexible, innovative, and engaging spaces where people create, collaborate, learn, or participate in hands-on activities, emphasizing adaptable layouts and creative problem-solving.
- Project Understanding & Approach – methodology, communication, sequencing, schedule realism, and clarity of workflow.
- Knowledge of Codes & Local Conditions – understanding of Mandan/North Dakota requirements and building environment.
- Team Availability & Capacity – ability to meet project schedule and maintain communication throughout.
- Innovation & Sustainability – forward-thinking design, environmentally sustainable materials, and energy-efficient systems.
- Educational Collaboration – willingness and ability to collaborate with Mandan High School's CTE programs (construction, electrical, plumbing, welding) to create safe, meaningful learning opportunities for students.

MMPL may invite shortlisted firms for interviews. A single firm will be recommended for negotiation; if an agreement cannot be reached, negotiations will proceed with the next highest-ranked firm. MMPL reserves the right to reject any or all submissions.

SUBMISSION INSTRUCTIONS

Deadline: SOQs must be received by 5:00 pm CT on _____.

Submit six (6) hard copies and one (1) digital PDF.

Deliver to:

Morton Mandan Public Library

Attn: Barb Sandstrom, Library Director

609 W Main Street

Mandan, ND 58554

Email inquiries: bsandstrom@mandanlibrary.org

OPTIONAL SITE VISIT

Firms may schedule a walkthrough to assess structural, mechanical, electrical, and accessibility conditions.

ANTICIPATED TIMELINE

- RFQ Release: _____
- SOQ Deadline: _____
- Interviews (if held): _____
- Firm Selection: _____
- Design Phase: 2026
- Construction Phase: 2026–2027
- Completion: June of 2027 biennium

ATTACHMENT A – DETAILED SCOPE OF WORK

The following scope outlines expected services from the selected A/E firm. These requirements support innovation, flexibility, tourism experience, sustainability, operational effectiveness, and community partnership.

1. Pre-Design Services

- Review MMPL program needs and square footage requirements.
- Conduct onsite assessment of mechanical, structural, electrical, plumbing, and life-safety conditions.
- Identify constraints and opportunities unique to the second-floor freight-house structure.
- Meet with MMPL leaders and stakeholders to refine needs.
- Develop multiple schematic layout concepts.
- Prepare preliminary cost estimates.

2. Architectural Design Services

- Prepare architectural drawings: plans, elevations, sections, and construction details.
- Program and plan for all functional zones (maker, fabrication, digital media, kitchen, storage, classroom).
- Design for flexibility, public safety, durability, and inclusive accessibility.
- Coordinate interior finishes, lighting, environmental comfort, and materials.
- Recommend energy-efficient and sustainable design strategies.

3. Engineering Services

- Structural evaluation and reinforcement as needed.
- HVAC modifications including fabrication exhaust and kitchen ventilation.
- Electrical upgrades including power distribution for equipment and technology needs.
- Plumbing for sinks, clean-up, kitchen, and circulation systems.
- Acoustic evaluation and recommendations for podcasting and media studios.

4. Cost Estimating

- Prepare estimates at schematic, design development, and pre-bid stages.

5. Construction Documents

- Complete bid-ready drawing sets and specifications.

6. Bidding Support

- Respond to bidder questions, prepare addenda, and assist in bid review.

7. Construction Administration

- Attend meetings
- Review shop drawings, submittals, and samples.
- Conduct site inspections.
- Prepare punch lists and assist with closeout.

8. Post-Construction Support

- Provide as-built documentation and final review assistance.

9. Collaboration with Mandan High School CTE Programs

- Identify structured, safe, age-appropriate ways for CTE students (construction, electrical, plumbing, welding) to observe, learn, or engage during design or construction.
- Coordinate learning opportunities such as walkthroughs, demonstrations, or Q&A sessions.
- Ensure compliance with safety protocols and supervision requirements.
- Propose optional supplemental educational materials or interactions.

PUBLIC NOTICE VERSION

REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL/ENGINEERING SERVICES – TOURISM MAKERSPACE HUB

The Morton Mandan Public Library (MMPL) is requesting Statements of Qualifications (SOQs) from qualified Architectural/Engineering firms for professional services related to the Tourism Makerspace Hub, involving renovation of approximately 2,736 sq. ft. on the library's second floor. Services include schematic design, architectural and engineering development, cost estimating, construction documents, bidding assistance, and construction administration.

SOQs must be received by 5:00 pm CT on _____. Submit six (6) hard copies and one (1) digital PDF to: Morton Mandan Public Library, Attn: Barb Sandstrom, Library Director, 609 W Main Street, Mandan, ND 58554. Project details are available upon request. MMPL reserves the right to reject any or all submissions.

ARCHITECTURAL/ENGINEERING FIRM EVALUATION RUBRIC

*Tourism Makerspace Hub – Morton Mandan Public Library
Scoring Guide for Statements of Qualifications (SOQs)*

Scoring Scale (per criterion):

0 = Not addressed

1 = Weak / insufficient

2 = Adequate

3 = Strong

4 = Very strong

5 = Exceptional

SECTION 1 — Firm Qualifications (25 points)

Criterion	Description	Score (0–5)
1A. Technical Capabilities of Firm	Demonstrated strength in architecture & engineering disciplines required for renovation, mixed-use spaces, and complex building systems.	___ / 5
1B. Project Team Qualifications	Experience and credentials of proposed team members; clarity of roles; relevant expertise.	___ / 5
1C. Capacity & Availability	Ability to take on the project within the required time frame; staffing depth; workload balance.	___ / 5
1D. Quality of Past Performance	References, previous outcomes, timeliness, communication, and delivery record.	___ / 5
1E. Local Knowledge	Understanding of Mandan/North Dakota building codes, climate considerations, procurement processes, and permitting.	___ / 5

Subtotal: ___ / 25

SECTION 2 — Experience with Similar Projects (20 points)

Criterion	Description	Score (0–5)
2A. Innovative & Flexible Environments	Evidence of designing spaces for creativity, collaboration, learning, or hands-on engagement.	___ / 5
2B. Adaptable, Multi-Use Space Expertise	Experience designing rooms that serve varied user groups with movable, reconfigurable infrastructure.	___ / 5
2C. Problem-Solving in Complex Interiors	Ability to integrate diverse functions (light fabrication, digital media, classroom, public use).	___ / 5
2D. Technology-Integrated Spaces	Experience with projects involving recording studios, digital labs, or technology-rich environments.	___ / 5

Subtotal: ___ / 20**SECTION 3 — Project Understanding & Approach (25 points)**

Criterion	Description	Score (0–5)
3A. Understanding of MMPL Vision	Grasp of goals for a tourism-driven makerspace, community engagement, and flexibility.	___ / 5
3B. Approach to Schematic Layout Development	Ability to create multiple conceptual layouts given no predetermined floorplan; creativity of approach.	___ / 5
3C. Communication Strategy	Clarity around collaboration with MMPL, public entities, contractors, and stakeholders.	___ / 5
3D. Feasibility & Realism	Proposed workflow, schedule, and methods appear achievable and well-structured.	___ / 5
3E. Understanding of Operational & Visitor Flow Needs	Awareness of user experience, safety, ADA requirements, and tourism-driven circulation.	___ / 5

Subtotal: ___ / 25

SECTION 4 — Innovation, Sustainability & Energy Efficiency (15 points)*(Reflecting your added RFQ language prioritizing sustainable, forward-thinking design.)*

Criterion	Description	Score (0–5)
4A. Innovation in Design Concepts	Evidence of creative, future-oriented thinking in similar projects.	___ / 5
4B. Sustainability Practices	Use of environmentally responsible materials, energy-efficient systems, and long-term operational savings.	___ / 5
4C. Integration of Efficient Building Systems	Understanding of HVAC, acoustics, lighting, and ventilation appropriate for makerspace environments.	___ / 5

Subtotal: ___ / 15**SECTION 5 — Completeness & Quality of Submission (15 points)**

Criterion	Description	Score (0–5)
5A. Organization & Clarity	SOQ is well structured, logical, readable, and professional.	___ / 5
5B. Responsiveness to RFQ Requirements	Addresses all criteria, follows page limits, includes required materials.	___ / 5
5C. Overall Impression	Strength of submission as a whole; alignment with project goals; committee confidence.	___ / 5

Subtotal: ___ / 15**TOTAL POSSIBLE POINTS: 100****TOTAL SCORE: _____ / 100**

OPTIONAL — ORAL INTERVIEW RUBRIC (if you choose to hold them)

Criterion	Points Earned	Max Points
Team communication & chemistry		10
Ability to articulate design vision		10
Understanding of MMPL values & uniqueness		10
Responsiveness to questions & challenges		10

Optional Interview Subtotal: 40 points



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 29, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization for ABATE of ND

STATEMENT/PURPOSE:

Gaming site authorization for ABATE of North Dakota at the Hide Away from July 1, 2026 to June 30, 2027

BACKGROUND/ALTERNATIVES:

A gaming site authorization for the 2026-2027 permit period was received on Jan. 27.

ATTACHMENTS:

1. Gaming site auth - ABATE ND at the Hideaway 2026-2027

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the gaming site authorization for ABATE of North Dakota at the Hide Away from July 1, 2026 to June 30, 2027



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

ABATE of North Dakota

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Hide Away			
Street 1001 Boundary RD	City MANDAN	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/01/26	Ending Date(s) Authorized 6/30/27	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) North & South Walls in the BAR			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known RAFFLE September 2026			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo	☐ Club Special	☐ Sports Pools
☒ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheels with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) TALR LLC		Site Name Hide Away		Site Phone Number 701-663-8362
Site Address 1001 Boundry RD	City Mandan	State ND	Zip Code 58554	County Morton
Organization ABATE of North Dakota	Rental Period 07/01/26 to 06/30/27			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No	☐ Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No	☐ Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No	☒ Yes	\$ 400.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 7		☐ No	☒ Yes	\$ 1,025.00
Total Monthly Rent				\$ 1,425.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title President / Owner	Date 1/24/26
Signature of Lessee 	Title Executive Director - ABATE of ND	Date 01/23/26



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 30, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider a gaming site authorization for RMEF NoDak Inc

STATEMENT/PURPOSE:

Consider a gaming site authorization for RMEF NoDak Inc at Mandan Eagles on March 28, 2026

BACKGROUND/ALTERNATIVES:

A gaming site authorization was received.

ATTACHMENTS:

1. RMEF NoDak Inc. - Mandan Eagles Club

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for RMEF NoDak Inc at Mandan Eagles on March 28, 2026

City Commission

Agenda Documentation

February 3, 2026

Subject: Consider approval of a Gaming Site Authorization for RMEF NoDak Inc. at the Mandan Eagles Club for March 28, 2026

Page 2 of 2



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

RMEF NoDak Inc

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Mandan Eagles Club

Street 1400 Collins Ave	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 3/28/26	Ending Date(s) Authorized 3/28/26	Number of Twenty-One tables, if zero, enter "0" 0	

Specific location where games of chance will be conducted and played at the site (required)

Basement Ballroom

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

3/28/26

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official X	Date X
PRINT Name and official position of person signing on behalf of city/county above X	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Mandan Eagles Club		Site Name Mandan Eagles Club		Site Phone Number 701-663-3645
Site Address 1400 Collins Ave	City Mandan	State ND	Zip Code 58554	County Morton
Organization RMEF NoDak Inc	Rental Period March 28, 2026 to March 28, 2026			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☐ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☐ Standard Dispensing Device		☒ No ☐ Yes		\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____		☒ No ☐ Yes		\$
Total Monthly Rent				\$ N/A
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☒				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Paula Zander</i>	Title <i>Manager</i>	Date <i>1/20/26</i>
Signature of Lessee <i>Paul P. Lam</i>	Title <i>Regional Director</i>	Date <i>12/20/25</i>



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 27, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Resolutions necessary to create Street Improvement District 242 (Near Roosevelt Elementary)

STATEMENT/PURPOSE:

To consider resolutions necessary to create a district related to the 2026 Mandan street reconstruction project near Roosevelt Elementary. (Area 2B)

BACKGROUND/ALTERNATIVES:

In 2023, Moore Engineering completed preliminary engineering that included a project concept report for several study areas. Project Area 2B was included in the study and moved forward in the district creation process. The district was protested out prior to final design. Since 2023, the 2B area has experienced several additional water main breaks and road conditions that continue to deteriorate. Based on resident input and City staff recommendations, the district is once again being considered. A public input meeting was held on January 21st with an additional public input meeting scheduled for February 18th at Roosevelt Elementary at 6 PM. The public input process allows residents several opportunities to provide personal input regarding the project.

Pending the commission's decision tonight, mailers will be sent out with estimated assessments for the 2026 project.

If the necessary resolutions are approved tonight, a 30-day protest period will start February 6th during which we will accept letters of protest. In addition to the state requirement of posting in the Mandan News, we will also post on our website and social media as well as send another round of letters to property owners with their individual estimate of assessment. After the 30-day protest period, we would then bring the results of the protest period back before the board in March to determine sufficiency. If insufficient protests, we would work on final drawings and advertise the project for bid in the summer for late 2026 construction. Along with the steps to initiate the project, we are also recommending a commitment to buying down the reconstruction portion of the

costs by 20% with the use of Municipal Infrastructure Funds (aka, Prairie Dog Funds).

ATTACHMENTS:

1. Resolution of Necessity
2. Resolution Approving Engineer's Report
3. Resolution Creating Improvement District 242
4. SID 242 Boundary

FISCAL IMPACT:

The total project cost for the 2026 project is estimated to be \$18,170,000. If the city chooses to buy down the roadway reconstruction portions of the project with Prairie Dog Funds at a rate of 20%, it would cover approximately \$2,930,000. The City is also seeking cost-share from the Department of Water Resources. The remaining amount to be special assessed to residents within the special assessment district is approximately \$8,215,000.

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 approve the resolutions necessary to create Street Improvement District 242.

SUGGESTED MOTION:

I move to approve the resolutions necessary to create Street Improvement District 242, as presented.

**RESOLUTION DECLARING THE NECESSITY OF AN
IMPROVEMENT PROJECT IN AND FOR
STREET IMPROVEMENT DISTRICT NO. 242 OF THE CITY OF MANDAN
TO BE PAID BY THE LEVY OF SPECIAL ASSESSMENTS
ON PROPERTY BENEFITTED THEREBY**

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

1. It is hereby found, determined and declared that it is necessary for the City of Mandan to construct a street improvement project of the type specified in Subsection 40-22-01(2), North Dakota Century Code, in and for Street Improvement District No. 242 (Project #2025-01) of said City. Said improvement project shall include, but not be limited to the improvements of streets, as well as all other work and materials which are necessary or reasonably incidental to the completion of the project; all in accordance with and as described in the resolution creating said district adopted February 3, 2026; which is on file in the offices of the City Engineer and open for public inspection by anyone interested therein. Most of the proposed construction will take place on streets between 6th Ave NW and 14th Ave NW, and between 9th St NW and Main St.

2. The cost of said improvement project shall be paid for by special assessments to be levied against the respective lots, tracts and parcels of land within said improvement district benefited by the improvement in amounts proportionate to and not exceeding such benefits and the Board of City Commissioners reserves the right to provide for the payment of a portion of the costs of such improvement from such other funds and may be properly available for such purpose.

3. The City Administrator is authorized and directed to cause this resolution, together with a map of the City showing the improvement district, which is attached hereto, to be published once each week for two (2) consecutive weeks in the official newspaper of the City.

4. The owners of property within said improvement district and liable to be specially assessed for said improvement shall be afforded the opportunity to file written protest with the City Administrator at any time within thirty (30) days after the first publication of this resolution. Written protests must be submitted to the City Administrator no later than 4:30 pm, local time, March 7, 2026. The Board of City

Commissioners shall, at its next meeting after the expiration of said period, March 17, 2026 at 5:30 o'clock p.m., meet at the City Hall, 205 2nd Ave N.W., Mandan, ND, to hear and determine the sufficiency of any of the protests so filed and to take such other and further action with reference to said improvement district as may then be deemed necessary and expedient.

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

Dated this 3rd day of February, 2026.

A public input meeting will be held on February 18th at 6:00 PM at Roosevelt Elementary. The meeting will provide additional information regarding the project and the special assessment process.

APPROVED:

Jim Froelich

Mayor

ATTEST:

Jim Neubauer

City Administrator

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STREET IMPROVEMENT DISTRICT NO. 242**

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

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Street Improvement District No. 242 (Project #2025-01), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

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

a. Construction costs:	\$14,638,257.50
b. Other costs including necessary and reasonable change orders; engineering, fiscal agent's and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$3,531,742.50
c. Total estimated costs of the improvement:	\$18,170,000.00

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

4. This resolution shall be in full force and effect from and after its passage.
Dated this 3rd day of February, 2026.

President, Board of City Commissioners

ATTEST:

City Administrator

FEASIBILITY AND EVALUATION OF IMPROVEMENTS FOR STREET IMPROVEMENT DISTRICT #242, PROJECT #2025-01

1.) General Nature of Project

The district has been created to allow for street improvements to the areas identified in the map and includes asphalt resurfacing by reconstruction and mill & overlay, chip seal, spot repair of curb and gutter, and related work. The project also includes water main replacement, sanitary sewer rehabilitation, and improvements to the storm sewer system.

2.) Location of Proposed Construction

The proposed construction will take place throughout the areas identified on the map including alleys.

3.) Environmental Impact

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

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as an improvement to streets that have deteriorated to the point of inadequacy.

5.) Estimate of Cost

Attached is a map showing the area and district boundary. The construction costs are estimated at \$14,638,257.50. Other costs of making the improvement include necessary and reasonable change orders, engineering, fiscal agents' and attorneys' fees, publication of legal notices, printing of warrants, and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$3,531,742.50. The total cost for the improvement is estimated at \$18,170,000.00.

Dated this 28th day of January, 2026.

Jarek Wigness
Engineering Director

**Mandan Street Improvements
Project Area 2B Improvements
Mandan, ND**

Engineer's Preliminary Opinion of Cost

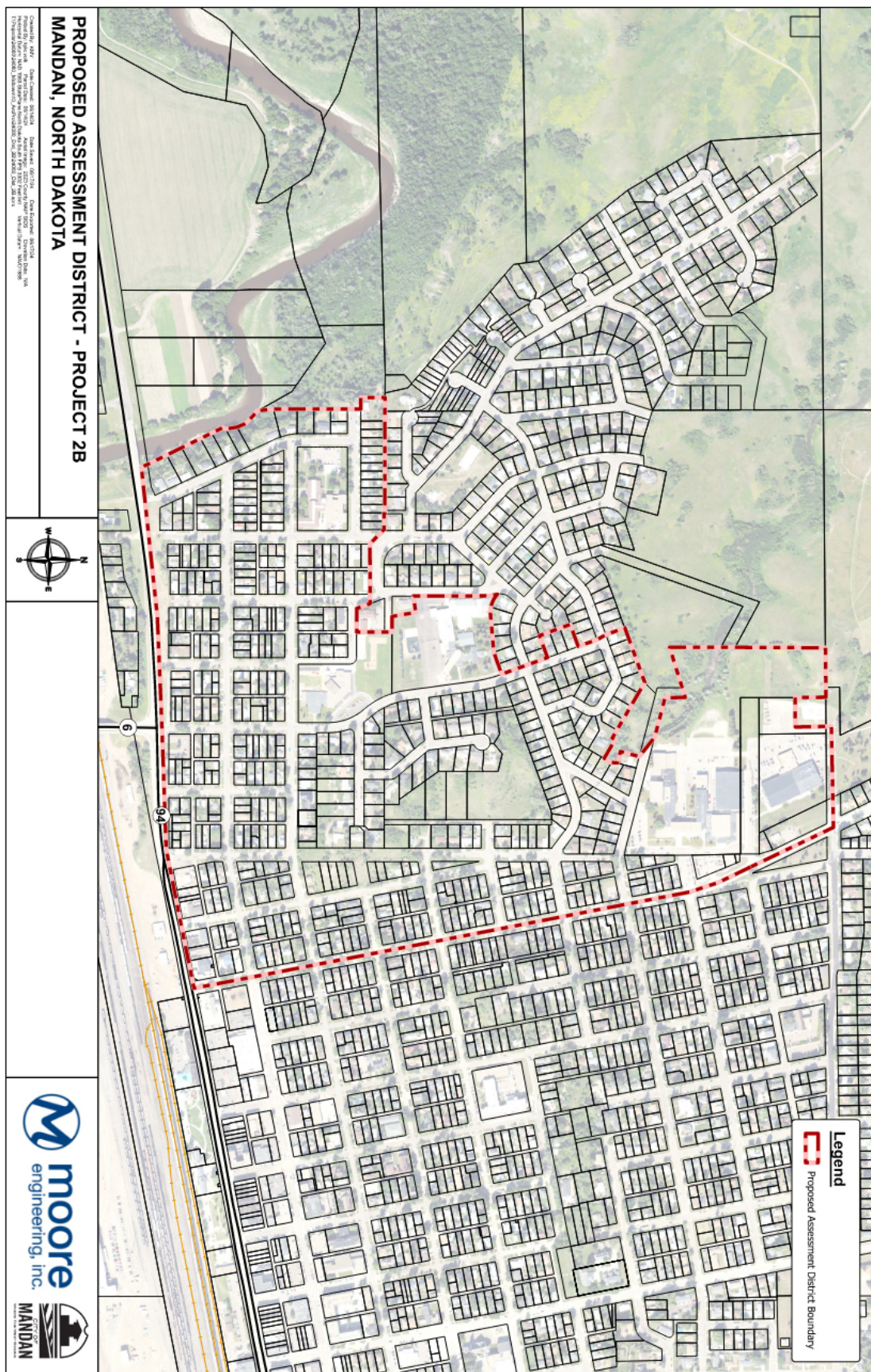
BID ITEM NO. & DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Base Bid - Part A</u>				
1. 12000 Testing Allowance	L SUM	1	\$60,000.00	\$60,000.00
2. 15000 Storm Water Management	L SUM	1	\$20,000.00	\$20,000.00
3. 704.1100 Traffic Control	L SUM	1	\$25,000.00	\$25,000.00
4. 702.0100 Mobilization	L SUM	1	\$350,000.00	\$350,000.00
5. 306.051 Full Depth Reclamation	SY	52,000	\$7.00	\$364,000.00
6. 302.0120 Aggregate Base Course CI 5	TON	18,500	\$50.00	\$925,000.00
7. 430.0043 FAA 43 Asphalt Pavement - PG58-34	TON	17,000	\$145.00	\$2,465,000.00
8. 430.00001 Patching	SY	9,000	\$50.00	\$450,000.00
9. 330130.86 Adjust Manhole Castings	EA	90	\$1,500.00	\$135,000.00
10. 331419 Adjust Gate Valve Box	EA	70	\$1,000.00	\$70,000.00
11. 411.0105 Milling Pavement Surface - 2"	SY	50,000	\$2.50	\$125,000.00
12. 420.0405 Seal Coat	SY	110,000	\$2.00	\$220,000.00
13. 401.0070 Fog Seal	SY	110,000	\$0.50	\$55,000.00
14. 203.0109 Topsoil - 6In	SY	9,000	\$6.00	\$54,000.00
15. 253.0200 Hydraulic Mulch	SY	9,000	\$2.00	\$18,000.00
16. 251.00001 Seeding Class III	SY	9,000	\$2.00	\$18,000.00
17. 230.00001 Subgrade Preparation-Type A-12In	SY	52,000	\$4.00	\$208,000.00
18. 1207-4.1 Geogrid Reinforcement	SY	52,000	\$7.50	\$390,000.00
19. Tree Trimming	HR	200	\$80.00	\$16,000.00
			Part A Subtotal	\$5,968,000.00
<u>Base Bid - Part B</u>				
1. 262.0130 Removal of Curb and Gutter	LF	6,000	\$7.00	\$42,000.00
2. 748.1030 Concrete Valley Gutter	SY	1,500	\$150.00	\$225,000.00
3. 748.0140 Curb and Gutter - Type I	LF	6,000	\$60.00	\$360,000.00
4. 748.0500 Curb Header - Type I	LF	1,500	\$55.00	\$82,500.00
5. 750.0100 4" Sidewalk Concrete	SY	4,500	\$90.00	\$405,000.00
6. 750.2115 Detectable Warning Panels	SF	1,000	\$40.00	\$40,000.00
7. 202.0114 Removal of Concrete Pavement	SY	35,000	\$45.00	\$1,575,000.00
Driveway Concrete - 6"	SY	2,500	\$115.00	\$287,500.00
			Part B Subtotal	\$3,017,000.00
<u>Base Bid - Part C</u>				
1. 331413.00 Connection to Existing Main	EA	50	\$5,200.00	\$260,000.00
2. 331413.00 Water Main - 8"	LF	4,400	\$135.00	\$594,000.00
3. 331413.00 Water Main - 12"	LF	1,400	\$175.00	\$245,000.00
4. 331413.00 Water Main - 8" Bursting	LF	2,800	\$200.00	\$560,000.00
5. 331413.00 Curb Stop & Box - 1"	EA	250	\$1,100.00	\$275,000.00
6. 331413.00 Water Service Connection - 1"	EA	250	\$1,150.00	\$287,500.00
7. 331413.00 Water Service Line - 1"	LF	7,000	\$50.00	\$350,000.00
8. 331413.00 Gate Valve & Box - 6"	EA	53	\$5,000.00	\$265,000.00
9. 331413.00 Hydrant - 6"	EA	26	\$10,000.00	\$260,000.00
10. 24200.00 Removal of Gate Valve	EA	75	\$800.00	\$60,000.00
11. 24200.00 Removal of Hydrant	EA	26	\$800.00	\$20,800.00
			Part C Subtotal	\$3,177,300.00

**Mandan Street Improvements
Project Area 2B Improvements
Mandan, ND**

Engineer's Preliminary Opinion of Cost

BID ITEM NO. & DESCRIPTION			UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>Base Bid - Part D</u>						
1.	333111.00	Sanitary Sewer Spot Repair	EA	15	\$8,000.00	\$120,000.00
2.	330130.81	Manhole - Rehabilitate	EA	20	\$8,400.00	\$168,000.00
3.	330130.72	Sanitary Sewer Reline - 8" CIPP	LF	18,000	\$35.00	\$630,000.00
4.	330130.72	Sanitary Sewer Reline - 10" CIPP	LF	4,015	\$40.00	\$160,600.00
5.	330130.72	Sanitary Sewer Reline - 12" CIPP	LF	3,285	\$45.00	\$147,825.00
6.	300130.72	Sanitary Sewer Reline - 18" CIPP	LF	1,600	\$70.00	\$112,000.00
7.	801-4.1	8" Sanitary Sewer Pipe	LF	180	\$150.00	\$27,000.00
8.	801-4.1	Wye Branch	EA	5	\$456.50	\$2,282.50
Part D Subtotal						\$1,367,707.50
<u>Electrical</u>						
1.	Division 26	Type B Street Light Unit	EA	115	\$6,500.00	\$747,500.00
2.	Division 26	#4 AWG Circuitry	LF	15000	\$7.25	\$108,750.00
3.	Division 26	Trenching (27" Deep)	LF	12000	\$8.00	\$96,000.00
4.	Division 26	2" Conduit	LF	5000	\$7.20	\$36,000.00
5.	Division 26	New Feed Point	EA	6	\$20,000.00	\$120,000.00
Electrical Subtotal						\$1,108,250.00

Construction Subtotal	\$14,638,257.50
Preliminary Engineering	\$951,486.74
Construction Administration/Inspection	\$1,097,869.31
Legal, Bonding, Administration	\$15,000.00
Contingencies(10%)	\$1,467,386.45
Total Project Cost	\$18,170,000.00



**RESOLUTION CREATING
STREET IMPROVEMENT DISTRICT NO. 242**
Project No. 2025-01

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

1. There is hereby created Street Improvement District No. 242 (the “District”) (Project#2025-01) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, 1st St NW, 2nd St NW, 3rd St NW, 4th St NW, 5th St NW, 6th St NW, 7th St NW, 8th St NW, 7th Ave NW, 8th Ave NW, 9th Ave NW, 10th Ave NW, 11th Ave NW, 12th Ave NW, 13th Ave NW, 14th Ave NW, and Custer Dr as well as the paved alley ways between, and includes asphalt resurfacing by reconstruction and mill and overlay, chip seal, spot repair of curb and gutter, and related work. The project also includes water main replacement, sanitary sewer rehabilitation, and storm sewer improvements.

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

Those Additions, and portions of Additions to the City of Mandan, Morton County, North Dakota, described as follows:

Sharon Heights Fifth Addition

School District 1st Addition Replat, LESS Lot 1 Block 1, and LESS Lot 1, Block 2

Lots 1-5, Block 1, Albers Neff Fifth Addition

Auditor’s Lot “E” of the NE1/4 of Section 28, T139N, R81W

Albers-Neff Second Addition

Lots 1-3, Block 1, Block 2, Block 3, and Lots 3-5 Block 5, all in Albers-Neff Third Addition

Albers-Neff Fourth Addition, LESS Lot 1 Block 3

School District Second Addition

Kautzmann’s First Addition

Auditor’s Lot “A” of Lot 10 of Block 1, Kautzmann’s First Addition

Kautzmann’s Second Addition

Alber’s-Neff First Addition

Heart View Second Addition

Buchmiller Addition

Plat of Vacated Portion of 3rd St. N.W. Between 12th & 13th Ave. N.W. & Adjoining Lots with Deeded Portions to City for new 3rd St.

Replat of Lots 17-19, Block 3, Heart View Addition

Lots 2-6 and the E. 20' of Lot 7, Block 1; the north 40 feet of 3rd Street adjoining said Lots 2-6 and the east 20' of said Lot 7, Block 1; Lots 1-26, Block 2; Lots 1-8, 13-16 & 20-24, Block 3; Block 4; Block 5; Block 6; Block 7; Block 8; Block 9; Lots 1-18, Block 10; Lots 1-12, the north half of Lot 26 and Lots 27-38, Block 11; Lots 1-11 and the North Half of Lot 12, Block 12, all in Heart View Addition

Leingang Addition

Auditor's Lots 1-8 & Auditor's Lot 10, all in Block 9, Meads Addition

Auditor's Lots A-H in Block 1, Meads Addition

Auditor's Lots L-N in Block 1, Meads Addition

Don's Addition

Block 1, Block 5, Block 6, Block 7, Block 8, Block 10, Block 11, and Block 13, all in Mead's Addition

Block 12, LESS the south 15.00 feet thereof, Mead's Addition

Dillman Addition

Barneys Addition

Block B, Block 13, Block 14, Block 15, Block 16, Block 42, Block 43, Block 44, Block 45 and Block 58, Plat of Mandan

Block 81, Block, 82 and Block 95, First Northern Pacific Addition

Replat of Lots 4 & 5, Block 81, First Northern Pacific Addition

Lots 7A & 7B, Block 95, First Northern Pacific Addition

And that part of those unplatted portions of the NE1/4 of Section 28, T139N, R81W, Morton County, North Dakota, described as follows:

That part of NE1/4 of Section 28, T139N, R81W; bounded on the easterly side by the westerly line of Albers-Neff First Addition; bounded on the southerly side by the northerly line of Kautzmann's Second Addition and the northerly and easterly lines of Kautzmann's First Addition; bounded on the westerly side by the easterly line of Albers-Neff Fourth Addition; and bounded on the northerly side by the southerly line of Albers-Neff Second Addition.

That part of the NE1/4 of Section 28, T139N, R81W; bounded on the easterly side by the westerly line of Alber's-Neff First Addition; bounded on the southerly side by the northerly line of Meads Addition and the northerly line of Don's Addition; bounded on the westerly side by the easterly line of Kautzman's First Addition; and bounded on the northerly side by the southerly line of Kautzmann's Second Addition.

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

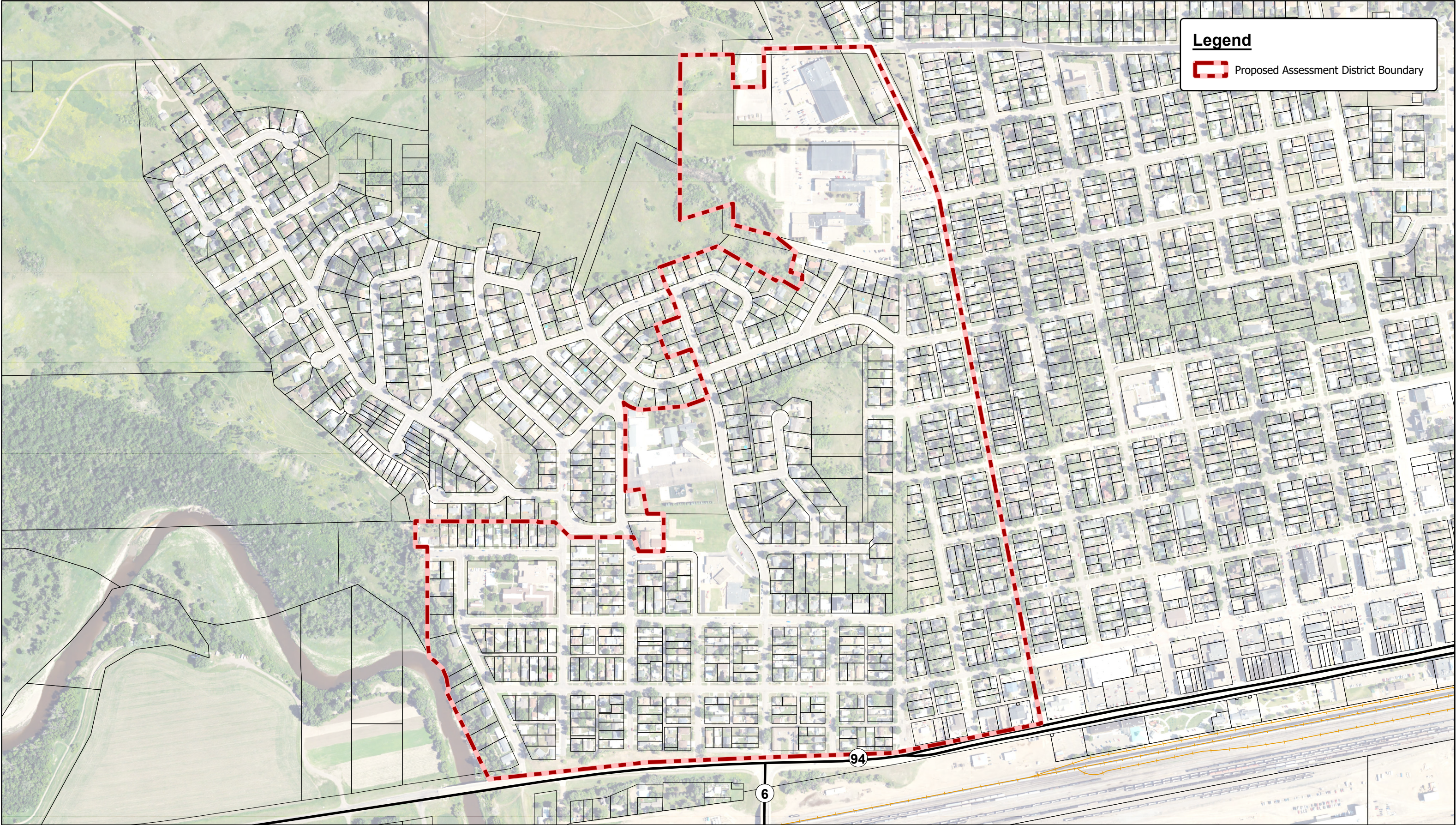
4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: February 3, 2026

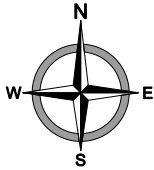


Legend

 Proposed Assessment District Boundary

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: February 3, 2026
PREPARATION DATE: January 28, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider the peer review of the Wastewater Treatment Plant Master Plan Update and authorize the solicitation of qualifications for professional services supporting the anticipated project.

STATEMENT/PURPOSE:

To be presented the findings of HDR's peer review of the Wastewater Treatment Plant Master Plan Update, and to consider authorizing the advertisement of a request for professional service proposals.

BACKGROUND/ALTERNATIVES:

The City contracted with AE2S to update its 2012 Waste Water Treatment Plant Master Plan. In 2023, AE2S performed an update that included the evaluation and recommendation of infrastructure improvements to be made at the facility with a planning horizon for 2045. Current infrastructure capacities, refined wastewater generation projections, and updated regulatory requirements were the basis for the recommendations. AE2S performed additional technical evaluations of a complete facility relocation and wastewater treatment regionalization with the City of Bismarck.

At the October 7th, 2025 meeting, the City Commission approved a professional service agreement with HDR to perform a peer review of the Master Plan update. Since then, HDR has worked with City staff to re-evaluate the 4 liquid and 4 solid treatment alternatives presented in the report, as well as a 5th liquid treatment alternative. In HDR's technical memorandum, these treatment options were presented with independently estimated costs, as well as non-monetary merit evaluations.

If the commission is comfortable with the findings, the next step would be to approve the final peer review report and to authorize the Engineering department to solicit for professional services related to the anticipated Waster Water Treatment Plant construction project.

Subject: Consider the peer review of the Wastewater Treatment Plant Master Plan Update and authorize the solicitation of qualifications for professional services supporting the anticipated project (*Documentation Forthcoming*)

Page 2 of 2

ATTACHMENTS:

1. Peer Review Technical Memorandum

FISCAL IMPACT:

There is no fiscal impact associated with the approval of the final report. The costs associated with a future professional services contract would depend on the scope of the contract, which would be negotiated after a qualification-based selection process.

STAFF IMPACT:

Significant time investments would be required by several City departments to complete the consultant selection process.

LEGAL REVIEW:

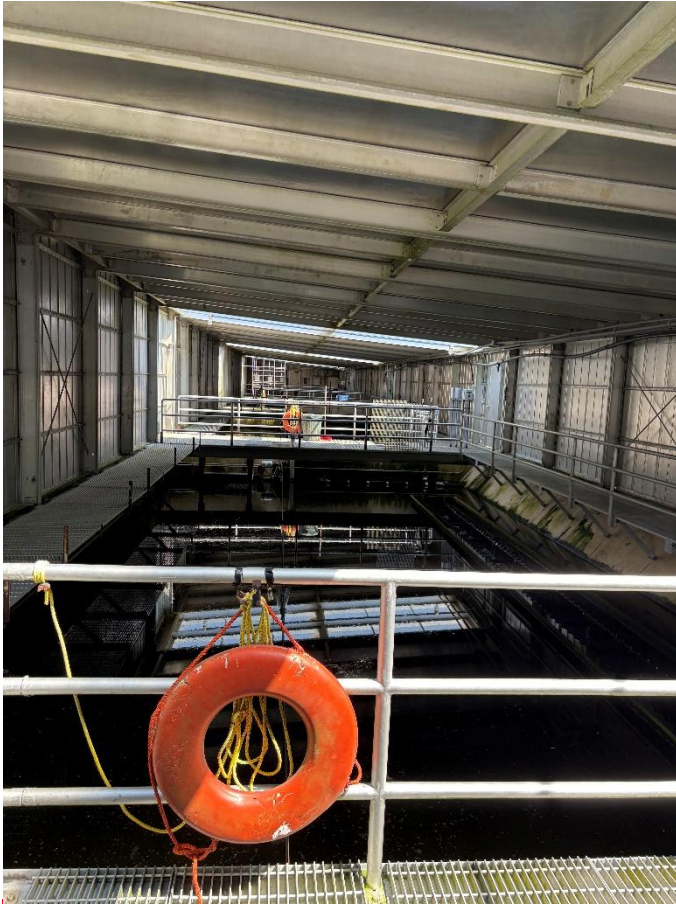
This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

To approve HDR's final report, and to authorize the solicitation of professional services for the Waste Water Treatment Plant update project.

SUGGESTED MOTION:

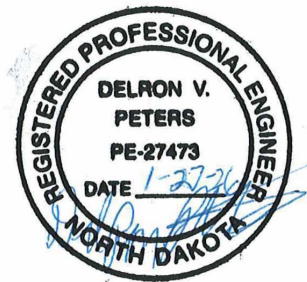
I move to approve HDR's peer review report, and authorize the solicitation of professional services for the Waste Water Treatment Plant update project.



Technical Memorandum

City of Mandan, North Dakota
WWTF Master Plan Peer Review

January 27, 2026





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Executive Summary

This Technical Memorandum provides an independent peer review of the 2024 Mandan Wastewater Treatment Facility Master Plan Update (MP Update) as well as the subsequent 2025 Green Field Analysis. The primary focus of this peer review is to:

1. Perform a process evaluation of the treatment process alternatives identified in the Master Plan plus an additional liquids treatment process not previously evaluated (Aerobic Granular Sludge).
2. Provide updated Opinions of Probable Project Costs for each alternative.
3. Perform a non-monetary evaluation for alternatives taking into account criteria such as reliability and redundancy, operation and maintenance, public acceptance, efficiency and optimization, schedule and constructability, and regulatory requirements.

To reiterate the findings from the MP Update and subsequent 2025 Green Field Analysis, several treatment processes are at or nearing capacity and there is no redundancy in key areas. Major improvements are needed and it is recommended to move forward with a project as quickly as possible.

HDR is in agreement with the Master Plan recommendation to make improvements to the existing wastewater treatment facility and not construct a Green Field facility or pump to Bismarck.

The recommended solids handling alternative is S2 – Aerated Sludge Holding / Dewatering / Landfill (ASH/DW/LF). Alternatives S1, S2, and S3 were all similar in cost. The primary advantage of the recommended alternative is that no biosolids are stored onsite, which assists in addressing odor concerns. In addition, the City is no longer reliant on farmers/landowners on when and if they will accept biosolids.

For liquid treatment, it is recommended that the City choose between the alternatives below:

- L1 – Extended Aeration (EA) – This alternative scored 2nd to L5 – AGS in the non-monetary evaluation but it is a higher capital cost than L5 – AGS. The advantage of this alternative is that the technology is established and it is one of the most common treatment methods implemented across the country.
- L4 – Enhanced Biolac Upgrades – This alternative scored 3rd in the non-monetary evaluation. The advantage of this alternative is that it has the lowest phase 1 capital cost. However, costs including phase 2 implementations are higher to address nutrient limits, but the timing of nutrient limits is still unknown and will likely be at least 10 to 15 years away. This alternative is very appealing if budget is a concern for the phase 1 capital project.
- L5 – AGS scored highest in the non-monetary evaluation and has the lowest total project cost when considering both phase 1 and phase 2. This is because AGS inherently addresses total nitrogen limits in phase 1 and requires minimal improvements in phase 2.

A comparison of the shortlisted alternatives is presented in the following table.

Table 1. Shortlisted Alternatives Comparison

Alternative	L1, S2 (EA and ASH/DW/LF)	L4, S2 (EBIO and ASH/DW/LF)	L5, S2 (AGS and ASH/DW/LF)
Liquid Alternative Non-Monetary Score	7.7 (Second)	6.1 (Third)	8.1 (Best)
Phase 1 Project Cost ⁽¹⁾ (\$ Millions)	\$129	\$108	\$123
Annual O&M Cost (\$ Millions)	\$1.51	\$1.56	\$1.50
20 Year Annual Equivalent Capital and O&M Cost for Phase 1 ⁽²⁾ (\$ Millions)	\$10.3	\$8.8	\$9.9
Phase 2 Project Cost ⁽¹⁾ (\$ Millions)	\$26	\$26	\$6
Total Project Cost ⁽¹⁾ (\$ Millions)	\$155	\$135	\$129
20 Year NPV (\$ Millions)	\$174	\$155	\$148
Advantages	- Very common process. Low complexity. - Low energy usage	City's existing process. Minimal/no learning curve. Least complex.	- Low energy usage - Low footprint - No final clarifiers - Addresses nutrient removal in phase 1 (smallest phase 2 cost) - Highly stable once granules are formed - Possibility of eliminating effluent pumping with intermediate pumping (would need to raise UV)
Disadvantages		- High energy usage due to shallow depth - Largest footprint - Lagoons may be considered less sightly - Need to replace UV to hydraulically fit new clarifiers	- Slightly more complex than L1/L4. - Intermediate pumping
Notes: - Project costs include construction cost plus an additional 14% (estimated) to account for Engineering, Administrative, Legal, and Permitting costs for budgeting purposes. Final engineering fees pending negotiations with Consultant selected to perform the work. 20 Year annualized cost is based on 4.25% interest rate and includes annualized capital cost plus annual O&M.			

More detailed recommendations are provided in the Findings and Recommendations section of this peer review.

1 Introduction

HDR has been contracted to provide a peer review of the 2024 Mandan Wastewater Treatment Facility Master Plan Update (MP Update) as well as the subsequent 2025 Green Field Analysis. These projects evaluated various alternatives for accommodating the City's wastewater needs for the next twenty (20) years. Several treatment plant expansion alternatives were evaluated, as well as constructing an entirely new Greenfield facility, and pumping wastewater to Bismarck's wastewater facility. In working closely with the City, the team had recommended upgrading the City's existing facility by replacing the existing Biolac™ treatment process with a Membrane Bioreactor (MBR) and replacing the existing solids process with a new mechanical dewatering facility, cake storage, and land application of dewatered biosolids.

This project is of critical importance to Mandan, as recommendations could result in one of the City's largest capital improvements projects to date. The purpose of this peer review is to provide an additional level of quality control and confidence that the decisions moving forward are in the best interest of the City of Mandan.

2 Basis of Design

The MP Update used 10 States Standards – Recommended Standards for Wastewater Facilities (10 States) to establish peak hour flow projections. Figure 1 in Chapter 11 of 10 States takes population into account to estimate a peaking factor. This is an industry used standard for estimating peak hour flows if hourly flow data is not available, however, it does have some drawbacks. This method is intended for new facilities and as such, it considers modern construction techniques and minimal inflow and infiltration.

In coordination with plant staff, the HDR/Mandan team identified the largest rainfall events in the last five years. Precipitation totals and influent plant flow are summarized in Table 4 below. Historical flow trending was only recently added to plant SCADA so trending for most of the dates below is not available, however, historical flow trend data was provided for the September 14, 2025 event. A screen shot of the flow trends for that time period is provided in Figure 1. Note that vertical gridlines represent 1 Million Gallons per Day (MGD) flow and horizontal gridlines represent roughly 48 minutes.

Table 2. Recent Peak Events

Date	Precipitation (in)	Daily Influent Flow (MGD)
6/30/2020	1.79	2.02
7/4/2022	1.56	2.814
5/12/2023	1.59	2.125
6/24/2023	1.72	3.742
8/14/2024	1.57	SCADA Down
5/19/2025	1.61	2.279
7/20/2025	2.56	1.912
9/14/2025	2.44	2.210
Note: Historical precipitation data from Bismarck Municipal Airport.		

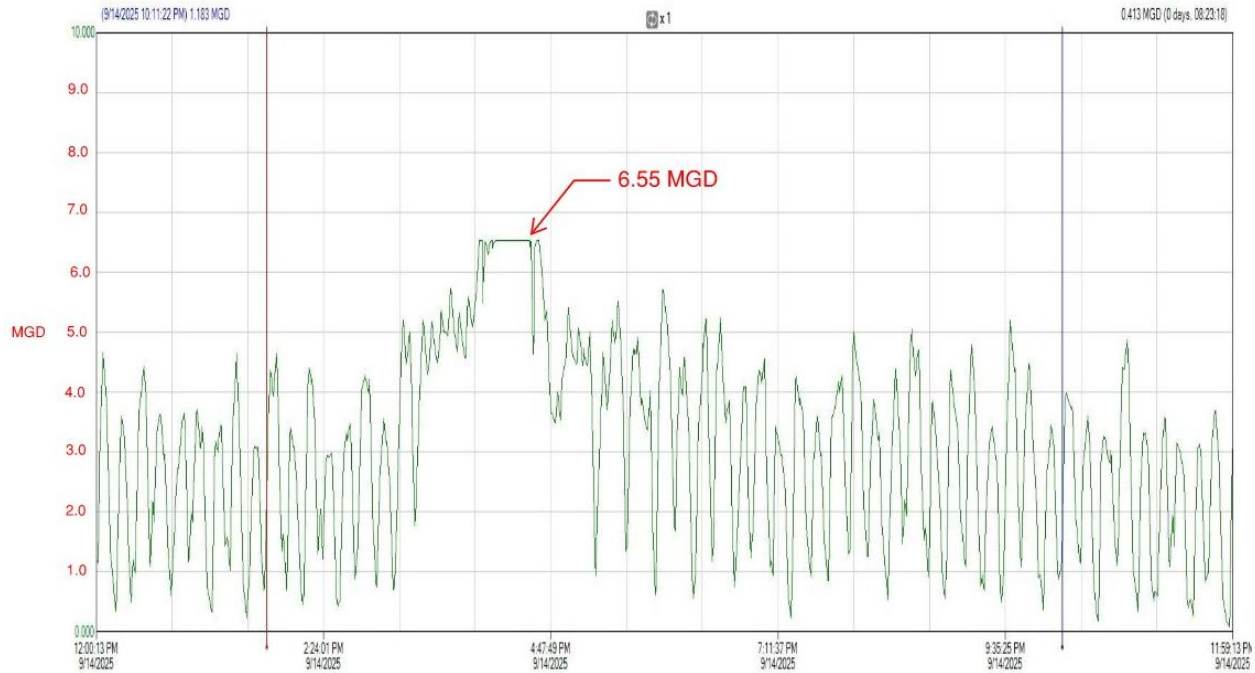


Figure 1. Influent Flow During September 14, 2025 Storm Event

Based on the September 14, 2025 event, influent flow at the plant reached 6.55 MGD for roughly 45 minutes. This is significantly higher than the estimated 2025 peak hour flow of 4.72 from the MP Update. Using the annual average flow of 1.81 MGD from the MP Update for the baseline year (2025), this equates to a peak hour factor of 3.62. HDR recommends revising the peak flow projections presented in Table 2.8 Summary of Flow Projections in the MP Update to what is shown in the table below.

Table 3. Revised Summary of Flow Projections

Year	Annual Average Flow (MGD)	Average Peak Month Flow (MGD)	Peak Day Flow (MGD)	Revised Peak Hour Flow (MGD)
2025	1.81	2.14	3.52	6.55
2030	2.02	2.38	3.91	7.31
2035	2.24	2.64	4.34	8.11
2040	2.44	2.88	4.73	8.83
2045	2.63	3.10	5.10	9.52

3 Regulatory Update

As discussed in the MP Update, the timeline for future numeric limits on ammonia, total phosphorus, and total nitrogen remains unknown. These limits may not be implemented in the state of North Dakota for 10 to 15 years or even longer. In addition, the City of Mandan discharges to the Missouri River. Permit limits typically take into account the discharge's impact on the receiving stream, and because of the size of the receiving stream, it is likely that the City's facility will be one of the last facilities in the state to receive more stringent permit limits.

4 Liquids Treatment Alternatives

Process alternatives are evaluated according to the following phased approach:

1. **Phase 1:** Improvements needed to address existing concerns/deficiencies plus expansion to accommodate growth for the planning period.
2. **Phase 2:** Improvements needed to address potential ammonia, total phosphorus, and total nitrogen limits.

Although the timing of nutrient limits are still unknown, it is recommended that all alternatives either address or have considerations for future expansion to address nutrient limits in the future.

A review of the four (4) liquid treatment alternatives from the MP update are provided in this section. In addition, Aerobic Granular Sludge (AGS) will be reviewed as an additional proposed alternative. The evaluated alternatives are listed below:

1. Liquid Alternative 1 (L1) – Extended Aeration (EA)
2. Liquid Alternative 2 (L2) – Integrated Fixed Film Activated Sludge (IFAS)
3. Liquid Alternative 3 (L3) – Membrane Bioreactor (MBR)
4. Liquid Alternative 4 (L4) – Enhanced Biolac Upgrades
5. *Added* Liquid Alternative 5 (L5) – Aerobic Granular Sludge (AGS)

Rough sizing for each alternative was performed using BioWin® modeling along with the basis of design (flow and loading projections) previously identified.

It should be noted that the MP update included tertiary filtration in phase 2 for all of the liquid alternatives aside from the MBR alternative. Tertiary filtration provides effluent polishing allowing for further removal of suspended solids and nutrients. Tertiary filtration is typically only needed when very stringent effluent limits need to be maintained. It is very unlikely that tertiary filtration would be required for this facility and therefore was not included in any of the alternatives herein.

4.1 Improvements Common to all Alternatives

- **Emergency Storage Cells / Lagoons** - For the purposes of this evaluation, it's been assumed that the existing emergency storage cells will be decommissioned and the site be regraded. This will open up space for expansion and other uses. There is potential for repurposing the storage cells for peak flow equalization, which should be evaluated further in preliminary design.
- **Pretreatment** - Screening and grit removal need to be designed to accommodate peak hour flows. The MP update identified treatment capacities of the existing Fine Screen and Vortex Grit Removal units as 6.8 MGD, and 5.4 MGD, respectively. These facilities will both need to be upsized to meet the projected peak hour flows for the planning period. Additionally, for a facility the size of Mandan's, it is recommended to have redundant mechanical screening and grit removal units. The alternatives evaluated herein assume that the pretreatment building will either need to be expanded or completely replaced.

- **UV Disinfection** - It is stated in the MP Update that the UV system upgraded in 2016. It has a design capacity of 7 MGD, can be expanded to 11 MGD, and the UV room is in good condition. With the exception of alternative L4 – Enhanced Biolac Upgrades, it is assumed that no significant improvements to UV Disinfection are required aside from additional equipment to expand to 11 MGD.
- **Effluent Lift Station** - The effluent lift station is more than 20 years old and is severely undersized with no redundancy. For the purposes of this evaluation, it has been assumed that the entire lift station needs to be replaced. Further evaluation should be done during preliminary design to see if the structure can be reused.
- **Outfall** - According to the MP Update, the existing outfall is not sized to handle projected flows. For this evaluation, it is assumed that the outfall will need to be replaced or a second outfall will need to be installed.

4.2 L1 – Extended Aeration (EA)

This alternative replaces the existing Biolac™ system and final clarifiers with extended aeration and new final clarifiers. The MP update stated that the UV would need to be relocated in order to accommodate modifications to the hydraulic profile, however, because there is almost 4-feet of hydraulic capacity between UV disinfection and the existing Parshall flume this may not be necessary. A process schematic for this alternative is provided in Figure 2.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Three (3) 1.25-MG treatment trains
 - Two (2) splitter boxes
 - New blower building
 - Two (2) 75-ft diameter clarifiers
 - New RAS/WAS pump station building
- Phase 2 (Phosphorus and Total Nitrogen Removal):
 - 0.33-MG anoxic tanks added to each treatment train
 - Chemical addition will be required for biological phosphorus removal.
 - New Mixed Liquor Recycle (MLR) pump station building

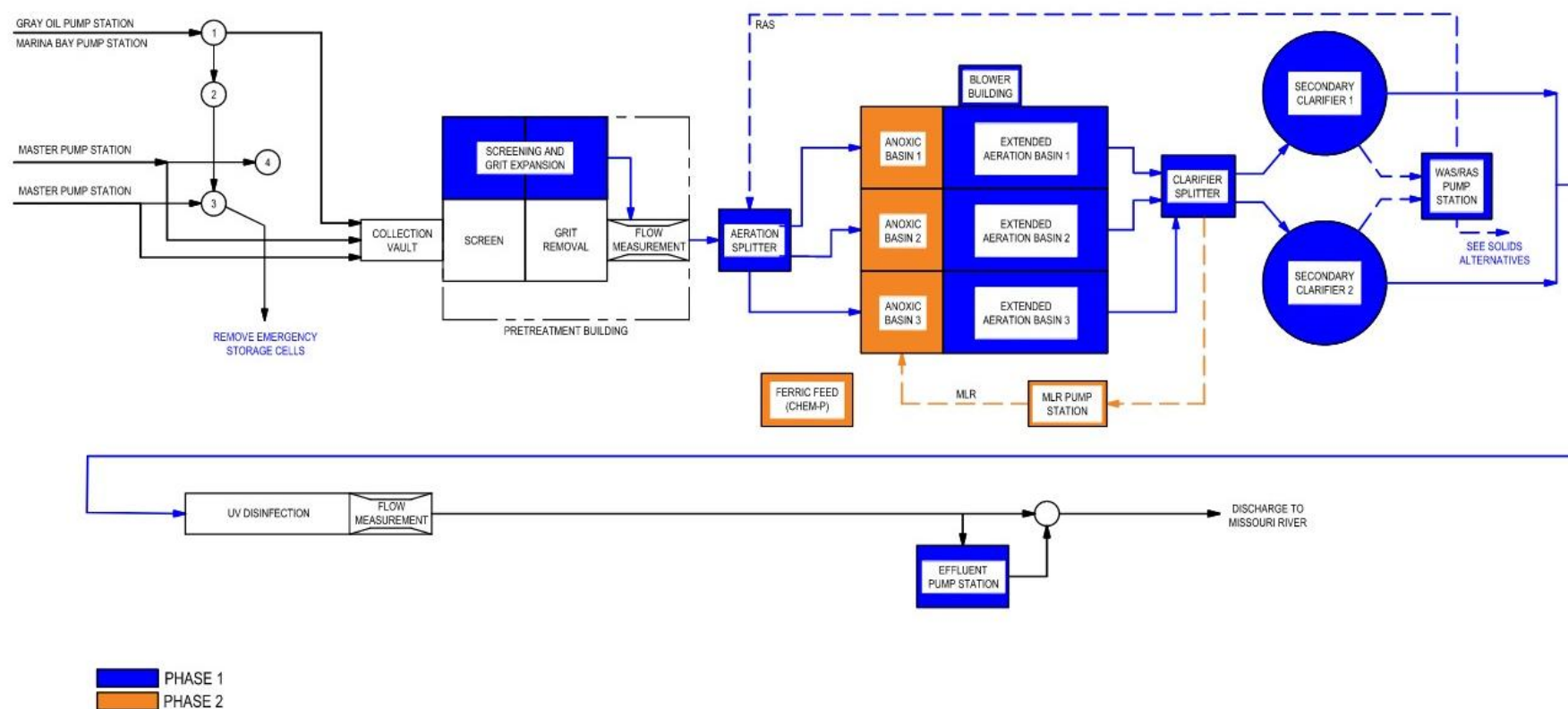


Figure 2. L1 – Extended Aeration (EA) Process Schematic

4.3 L2 – Integrated Fixed Film Activated Sludge (IFAS)

This alternative replaces the existing Biolac™ system and final clarifiers with an IFAS process and new final clarifiers. This alternative is similar to extended aeration, but results in a smaller footprint and less infrastructure because of the higher biomass concentration of the process. A process schematic for this alternative is provided in Figure 3.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Three (3) 0.75-MG treatment trains
 - Two (2) splitter boxes
 - New blower building
 - Two (2) 75-ft diameter clarifiers
 - New RAS/WAS pump station building
- Phase 2 (Phosphorus and Total Nitrogen Removal):
 - 0.30-MG anoxic tanks added to each treatment train
 - Chemical addition will be required for biological phosphorus removal.
 - New Mixed Liquor Recycle (MLR) pump station building

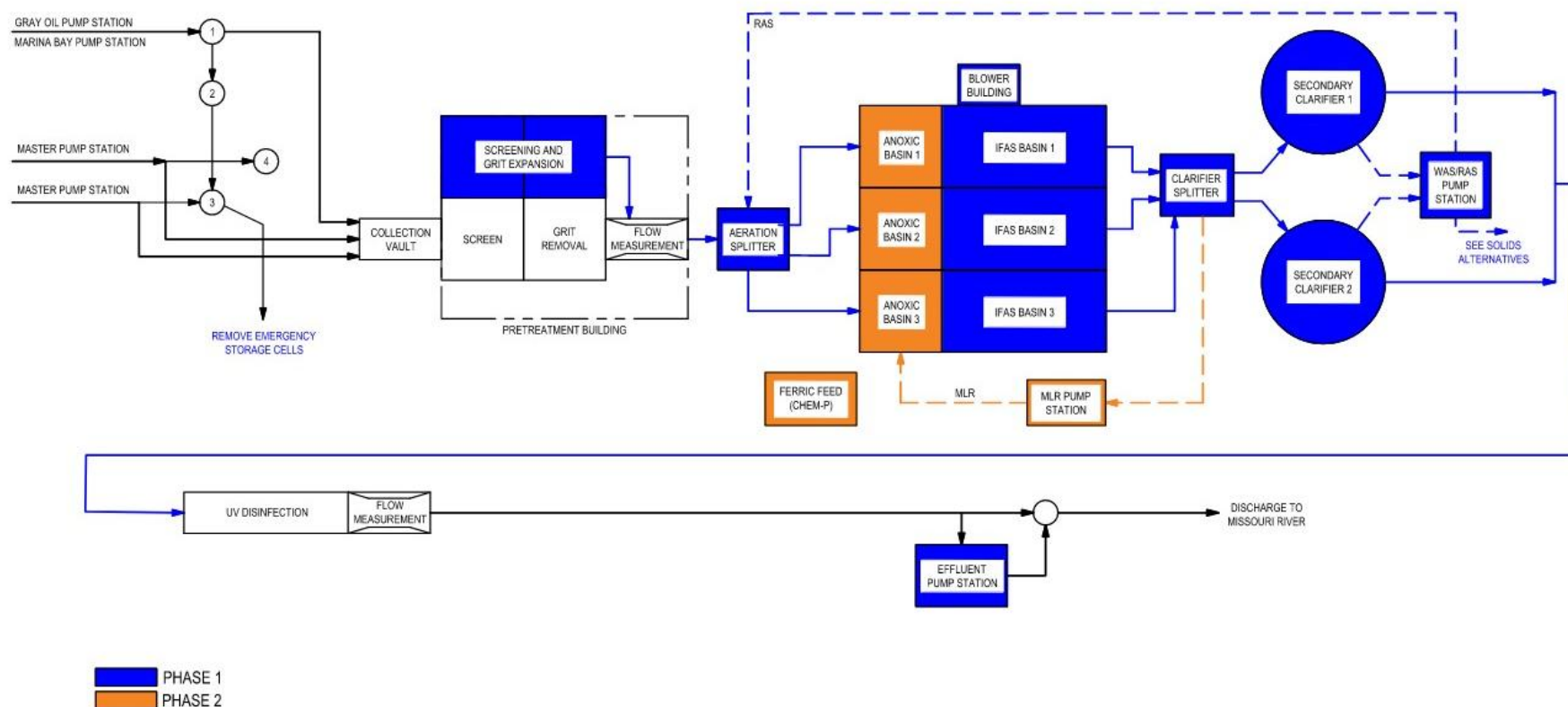


Figure 3. L2 – Integrated Fixed Film Activated Sludge (IFAS) Process Schematic

4.4 L3 – Membrane Bioreactor (MBR)

This alternative replaces the existing Biolac™ system and final clarifiers with membrane bioreactors. This alternative does not require secondary clarifiers and similar to IFAS, has a smaller footprint and less infrastructure than extended aeration. It should be noted that the MBR process requires significantly more aeration and typically operates at a RAS rate of four times influent flow. In addition, membranes are typically replaced every 7 to 10 years. Because of this, the MBR process has the highest annual operations and maintenance cost. A process schematic for this alternative is provided in Figure 4.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Fine screening building
 - Three (3) 0.75-MG treatment trains
 - One (1) splitter box
 - New blower building
 - New MBR process building
 - 1.0- MG peak flow holding tank and return pump station
- Phase 2 (Phosphorus and Total Nitrogen Removal):
 - 0.27-MG anoxic tanks added to each treatment train
 - Chemical addition will be required for biological phosphorus removal.
 - New Anoxic Recycle / Mixed Liquor Recycle (MLR) pump station building

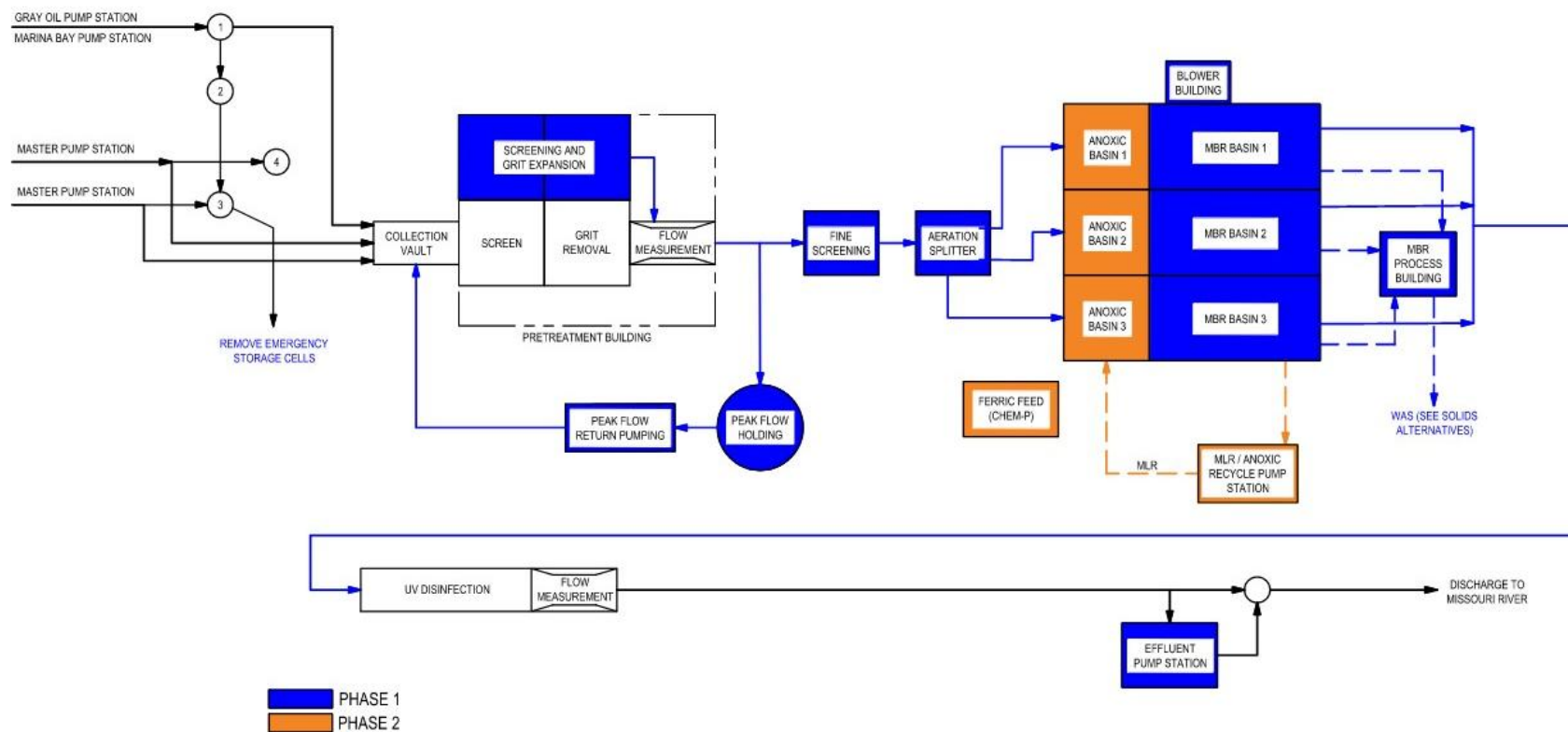


Figure 4. L3 – Membrane Bioreactor (MBR) Process Schematic

4.5 L4 – Enhanced Biolac Upgrades

This alternative improves and expands the existing Biolac™ system and also replaces the final clarifiers. In order to provide for much needed redundancy, this alternative would consist of building a new Biolac basin and modifying the existing basin by adding a berm in the middle. The end result would be three separate biolac trains that would allow for isolation to clean basins and maintain equipment. It should be noted that UV will need to be relocated in order to accommodate modifications to the hydraulic profile (i.e. addition of a splitter box and new clarifiers downstream of the Biolac basins). A process schematic for this alternative is provided in Figure 5.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Divide existing Biolac basin into two (2) trains and add a new third Biolac basin for a total of three (3) trains.
 - Two (2) splitter boxes.
 - New blower building to accommodate larger blowers.
 - Two (2) 75-ft diameter clarifiers
 - New RAS/WAS pump station building
 - New UV disinfection building.
- Phase 2 (Phosphorus and Total Nitrogen Removal):
 - 0.33-MG anoxic tanks added to each treatment train
 - Chemical addition will be required for biological phosphorus removal.
 - New Mixed Liquor Recycle (MLR) pump station building

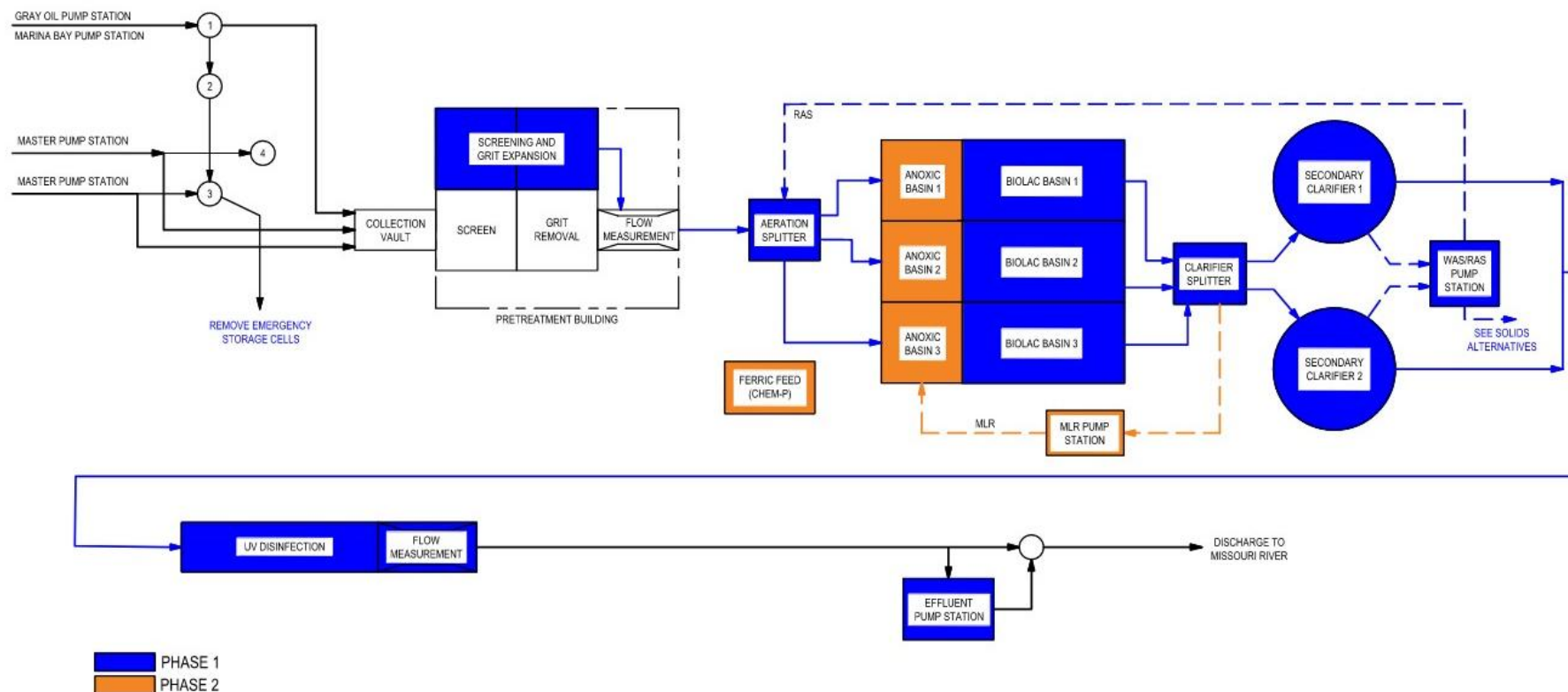


Figure 5. L4 – Enhanced Biolac Upgrades Process Schematic

4.6 L5 – Aerobic Granular Sludge (AGS)

This alternative replaces the existing Biolac™ system and final clarifiers with an aerobic granular sludge (AGS) process such as the AquaNereda® system provided by Aqua-Aerobic Systems, Inc. This was not evaluated in the original MP update and will therefore be discussed in more detail than the other alternatives.

AGS is a biological treatment process that operates in a batch cycle process. The process has three (3) phases and requires at least three (3) reactors:

- Feed/Discharge – As influent is introduced to the bottom of the reactor, water flows up through settled granules and clean water is discharged over weirs at the top of the reactor.
- Aerate – Water is discharged to a water level correction tank to lower the water level below the effluent weirs and the tank is aerated.
- Settle – Aeration is turned off. Heavy granules settle to the bottom and lighter, less desirable granules are wasted from the middle of the reactor.

This alternative will likely require a pump station downstream of pretreatment due to the additional head required in the influent distribution system. The primary advantage of AGS is that selective wasting allows for intensification of granules within the reactors. This results in a robust treatment process with much faster settling floc. Final clarifiers and RAS return pumping is not needed since settling occurs in the reactors. In addition, the batch process inherently includes simultaneous nitrification/denitrification. The only future facilities that may be needed for nutrient removal would be chemical addition for biological phosphorous removal. A process schematic for this alternative is provided in Figure 6.

The following assumptions were used when developing the costs for this alternative:

- Phase 1 (Total Nitrogen Removal Included):
 - New AGS pump station
 - Three (3) 0.75-MG reactors, sludge buffer tanks, and water level control tank
 - New blower building
- Phase 2 (Phosphorus Removal):
 - Chemical addition will be required for biological phosphorus removal.

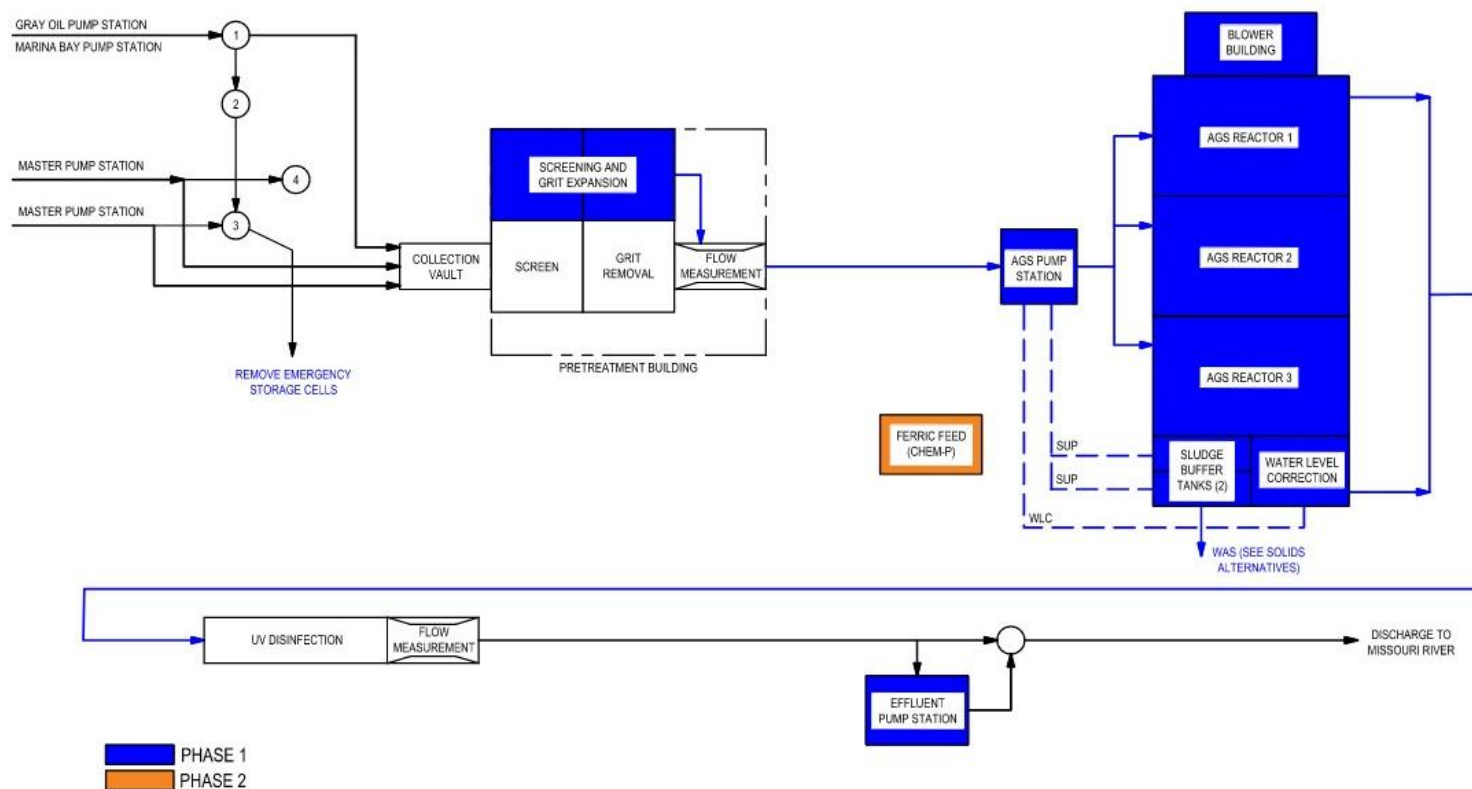


Figure 6. L5 – Aerobic Granular Sludge (AGS) Process Schematic

4.7 Financial Review – Liquids Alternatives

A class 4 cost estimate as defined by the Association for the Advancement of Cost Engineering International (AACEI) was developed using cost information from previous similar projects. This level of estimate can be expected to fall within a range of +50 percent to -30 percent of actual contractor bids. General Cost estimating factors that were used for the estimate include the following:

- 25 percent Contingency
- 8 percent General Conditions and Mobilization
- 5 percent Sales Tax Allowance
- 14 percent General Contractor Overhead and Profit
- 2 Percent Bonds & Insurance
- 14 Percent Engineering, Admin, Legal, and Permitting

The estimated project costs for phase 1 and phase 2 of the liquid alternatives are presented in the tables below.

Table 4. Engineer's Opinion of Probable Cost – Liquid Alternatives Phase 1

Item	L1 – EA	L2 – IFAS	L3 – MBR	L4 - EBIO	L5 - AGS
General Conditions	\$6,400,000	\$6,700,000	\$7,200,000	\$4,900,000	\$6,000,000
Site Work	\$2,300,000	\$2,400,000	\$2,500,000	\$1,700,000	\$2,100,000
Yard Piping	\$2,300,000	\$2,400,000	\$2,500,000	\$1,700,000	\$2,100,000
Pretreatment	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000
Peak Flow Holding and Return Pumping	-	-	\$7,100,000	-	-
Fine Screening	-	-	\$5,400,000	-	-
Splitter Boxes	\$1,700,000	\$1,700,000	\$900,000	\$1,700,000	-
Biological Treatment Basins	\$32,400,000	\$34,200,000	\$35,700,000	\$8,300,000	\$40,400,000
Blower Building	\$3,400,000	\$5,000,000	\$6,800,000	\$5,000,000	\$3,400,000
Process/Pump Buildings	\$6,000,000	\$6,000,000	\$9,600,000	\$6,000,000	\$7,600,000
Final Clarifiers	\$12,900,000	\$12,900,000	-	\$12,900,000	-
UV Disinfection	\$300,000	\$300,000	\$300,000	\$5,200,000	\$300,000
Effluent Pump Station	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
Demo Biolac/Clarifiers	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Sludge Disposal (Biolac Basin)	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000	\$3,300,000
Demo Holding Cells	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000
Outfall Piping	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000
Phase 1 Total (millions)	\$87	\$91	\$97	\$66	\$81
MP Update (millions)	\$61	\$61	\$80	\$42	--

Table 5. Engineer's Opinion of Probable Cost – Liquid Alternatives Phase 2

Item	L1 – EA	L2 – IFAS	L3 – MBR	L4 - EBIO	L5 - AGS
General Conditions	\$1,900,000	\$1,900,000	\$1,800,000	\$1,900,000	\$400,000
Site Work	\$700,000	\$700,000	\$600,000	\$700,000	\$200,000
Yard Piping	\$700,000	\$700,000	\$600,000	\$700,000	\$200,000
Chem-P	\$5,200,000	\$5,200,000	\$5,200,000	\$5,200,000	\$5,200,000
Biological Treatment Basins	\$11,800,000	\$10,900,000	\$10,300,000	\$11,800,000	-
MLR Pump Station	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	-
Phase 2 Total (millions)	\$26	\$25	\$25	\$26	\$6
MP Update (millions)	\$26	\$26	\$0	\$43	--

Conceptual level operation and maintenance costs have also been prepared for each alternative. O&M costs include power, maintenance, chemicals, equipment replacement, and additional biosolids generated. A value of 10 cents per kWh was used for power costs. Maintenance costs were calculated based on number of operations and maintenance staff recommended at \$100/hr. The IFAS and MBR alternatives have a higher level of performance removing more solids from the liquid process, which in turn results in more solids needing to be processed by solids handling. A value of \$330/ppd was used to determine cost required to process additional biosolids removed. This value takes into account additional tank capacity, hauling, end use, etc. A summary of the O&M costs for the liquid alternatives is presented in the table below.

Table 6. O&M Probable Cost – Liquid Alternatives

Item	L1 – EA	L2 – IFAS	L3 – MBR	L4 - EBIO	L5 - AGS
Power	\$81,000	\$133,000	\$189,000	\$142,000	\$81,000
Maintenance ⁽¹⁾	\$540,000	\$720,000	\$720,000	\$540,000	\$540,000
Equipment Replacement ⁽²⁾	\$0	\$0	\$150,000	\$0	\$0
Chemicals	\$16,000	\$16,000	\$42,000	\$16,000	\$16,000
Additional Biosolids	\$0	\$99,000	\$363,000	\$0	\$0
Total (annual)	\$637,000	\$968,000	\$1,464,000	\$698,000	\$637,000
MP Update ⁽³⁾	\$931,000	\$1,201,000	\$1,093,000	--	--

Notes:

1. Alternatives L1, L4, and L5 recommend 3 full-time operations and maintenance staff. Alternatives L2 and L3 recommend 4 full-time staff.
2. MBR's typically require replacement every 7 to 10 years. L3 - MBR alternative includes replacement of membranes at 10 year interval.
3. MP Update O&M costs included tertiary treatment. Costs presented herein do not.

4.8 Non-Monetary Evaluation – Liquids Alternatives

Along with economic factors, non-monetary criteria were used to evaluate wastewater treatment plant alternatives. The non-monetary criteria that were identified include the following:

- **Reliability and Redundancy** - Degree to which the proposed facilities can be counted on for consistent performance and level of backup and/or duplicate facilities provided to prevent failure. It's important to note that all alternatives that were evaluated provide an acceptable level of reliability and redundancy. Some of the processes proposed may be more robust or more reliable than others.
- **Operations and Maintenance** - Ease of operation or level of operational staff knowledge, training, and experience that is required to operate the proposed facilities.
- **Aesthetics** – Visual acceptability of the alternative. Compact concrete tankage may be more acceptable than large ponds.
- **Efficiency and Optimization** – Energy use and preventative maintenance.
- **Schedule and Constructability** – Indicates ease of construction phasing and maintaining plant operations during construction.
- **Regulatory** – Indicates ease of permitting and level of adaptability to future regulations.

The second part of this process is weighting these criteria or determining the relative importance of one criteria to another. Some criteria may be of higher importance than others and should be considered heavier. HDR worked with the City to develop a weighting scale for each criteria listed. This weighting is presented in the figure below.

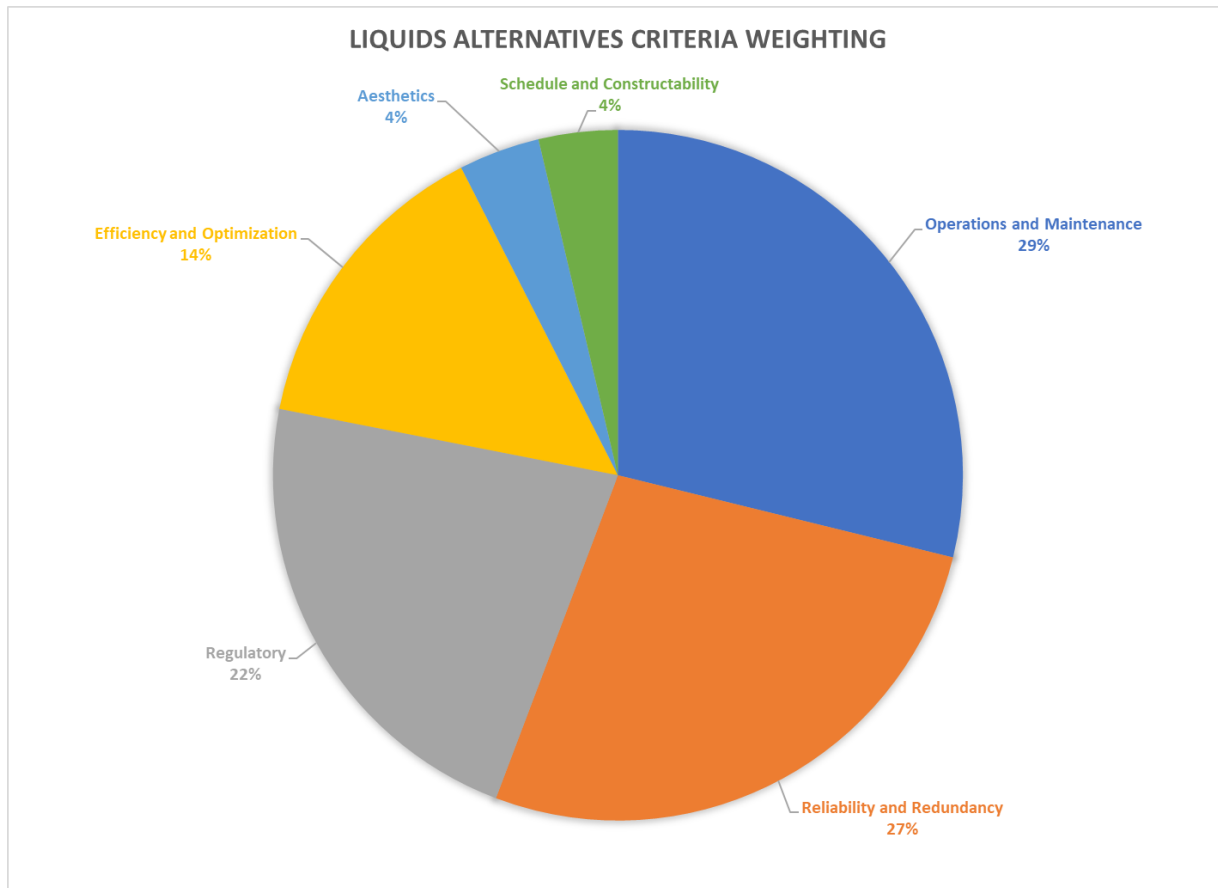


Figure 7. Liquids Alternatives Criteria Weighting

After assigning weighting, each alternative was given a scoring of Best, Good, Average, Below Average, or Poor. To assist with scoring alternatives, a summary of the advantages and disadvantages of each alternative previously discussed in this Section is provided in Table 9. A summary of the results of this evaluation is presented in Table 10.

Table 7. Non-Monetary Advantages/Disadvantages – Liquid Alternatives

	Advantages	Disadvantages
L1 – EA	- Very common process. Low complexity. - Low energy usage	
L2 – IFAS	2nd best performance (solids removal) - Low footprint	- More complexity than other alternatives - High energy usage - Additional solids handling required
L3 – MBR	- Best performance (solids removal) - Low footprint - No final clarifiers	- More complexity than other alternatives - Highest energy usage - Additional solids handling required - Membrane replacement at ~10 years - Peak flow holding required - Additional fine screening required - Additional chemicals to work with
L4 – EBIO	City's existing process. Minimal/no learning curve. Least complex.	- High energy usage - Largest footprint - Lagoons may be considered less sightly - Need to replace UV to hydraulically fit new clarifiers
L5 – AGS	- Low energy usage - Low footprint - No final clarifiers - Addresses nutrient removal in phase 1 (smallest phase 2 cost) - Highly stable once granules are formed - Possibility of eliminating effluent pumping with intermediate pumping (would need to raise UV)	- Slightly more complex than L1, but less complex than L2/L3 - Intermediate pumping

Table 8. Non-Monetary Evaluation – Liquid Alternatives

Weighting Factor	Category	L1 – EA	L2 – IFAS	L3 – MBR	L4 - EBIO	L5 - AGS
26.9%	Reliability and Redundancy	Best	Best	Best	Best	Best
3.7%	Schedule and Constructability	Best	Best	Best	Good	Best
28.8%	Operations and Maintenance	Best	Average	Average	Good	Good
3.8%	Aesthetics	Best	Best	Best	Good	Best
14.4%	Efficiency and Optimization	Best	Average	Below Average	Good	Best
22.3%	Regulatory	Average	Average	Good	Average	Best
100%	Total	7.7	5.1	5.5	6.1	8.1

5 Solids Treatment Alternatives

A review of the four (4) solids treatment alternatives from the MP update are provided in this section. The evaluated alternatives are listed below:

1. Solids Alternative 1 (S1) – Aerated Sludge Holding/Sludge Storage/Liquid Land Application
2. Solids Alternative 2 (S2) – Aerated Sludge Holding/Dewatering/Landfill
3. Solids Alternative 3 (S3) – Aerated Sludge Holding/Dewatering/Cake Storage/Cake Land Application
4. Solids Alternative 4 (S4) – Aerated Storage (Biolac)/Liquid Land Application

For the purposes of this evaluation, sludge production from alternative L1 – Extended Aeration was used for sizing solids processes. The max month sludge production from the BioWin® model for this alternative for the planning period is roughly 5,600 lb/d. Note that sludge production from the other alternatives may vary with alternative L3 – MBR being the highest due to more solids being removed from the liquids process. This will result in an increased solids load to be processed, which has been reflected in the annual O&M costs in the liquids process evaluation.

5.1 S1 – Aerated Sludge Holding/Sludge Storage/Liquid Land App (ASH/SS/LLA)

This alternative mostly follows what is described in the MP Update. The only change being that the aerated sludge holding tanks be sized for a total detention time of 60 days instead of 30 days. If pursuing land application, sludge needs to meet the pathogen reduction requirements of 40 CFR Part 503. The City will need to test to confirm that pathogen reduction has been met. Alternatively, if the sludge is digested for a minimum of 60 days at 15 °C, it does not need to be tested. It is recommended to size the aerated sludge holding tanks for 60 days. If the City has issues with meeting pathogen reduction requirements in the future, heating can be added. A process schematic for this alternative is provided in Figure 8.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Four (4) 0.5-MG aerated sludge holding tanks
 - New solids transfer building
 - Two (2) 2.15 MG sludge storage tanks
 - New tanker truck and applicator for hauling and applying liquid sludge
- Phase 2: N/A

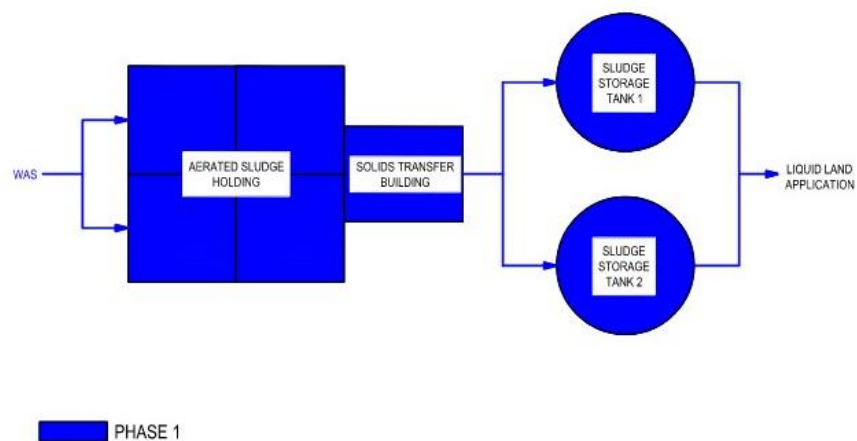


Figure 8. S1 – Aerated Sludge Holding/Sludge Storage/Liquid Land Application (ASH/SS/LLA) Solids Schematic

5.2 S2 – Aerated Sludge Holding/Dewatering/Landfill (ASH/DW/LF)

This alternative is similar to what is described in the MP Update. WAS would be stored in an Aerated Sludge Holding (ASH) tank. Instead of decanting, this alternative would use regenerative thickening to maintain a roughly 2% sludge concentration as needed for dewatering equipment. This would be done by pumping WAS from the ASH tank through a thickening process and back into the ASH tank.

Since pathogen reduction requirements would not need to be met for land application, the aerated sludge holding tanks would be sized for 30 days. This would allow staff plenty of time if dewatering is out of service or staff aren't available to process solids. To address odor concerns, the dewatering building would be setup so no biosolids are stored on site. For costing this alternative, a screw press facility with automated dumpster conveyors has been assumed. The City would haul roughly 1 truck a day to the landfill to dispose of biosolids. A process schematic for this alternative is provided in Figure 9.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Two (2) 0.5-MG aerated sludge holding tanks
 - New solids transfer building with rotary drum thickening
 - New dewatering building with no onsite biosolids storage
 - New dump truck for hauling
- Phase 2: N/A

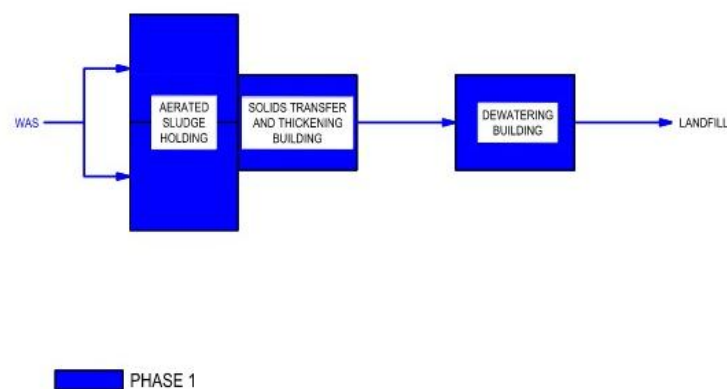


Figure 9. S2 – Aerated Sludge Holding/Dewatering/Landfill (ASH/DW/LF) Solids Schematic

5.3 S3 – Aerated Sludge Holding/Dewatering/Cake Storage/ Cake Land Application (ASH/DW/CS/CLA)

Similar to alternative S1, the aerated sludge holding tanks would be sized for a total detention time of 60 days in order to achieve pathogen reduction requirements for land application. Other than that, this alternative matches what was presented in the MP Update. A process schematic for this alternative is provided in Figure 10.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Four (4) 0.5-MG aerated sludge holding tanks
 - New solids transfer building
 - New dewatering building
 - On-site cake storage pad with cover.
 - New dump truck and applicator for hauling and land application
- Phase 2: N/A

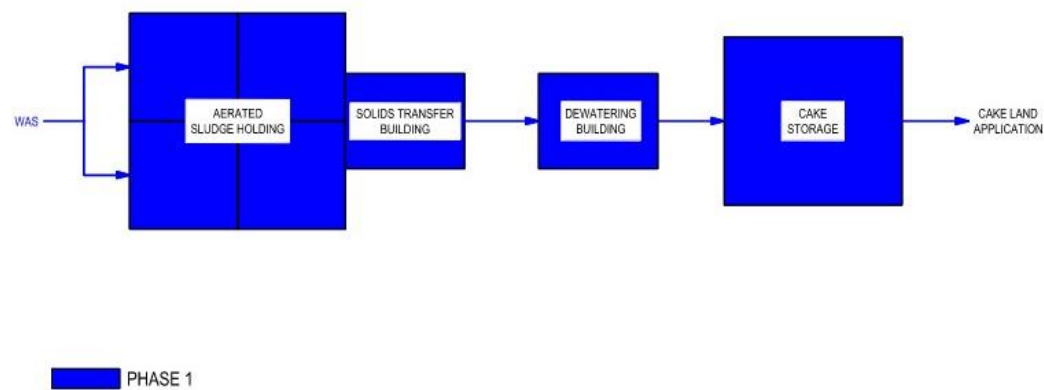


Figure 10. S3 – Aerated Sludge Holding/Dewatering/Cake Storage/ Cake Land Application (ASH/DW/CS/CLA) Solids Schematic

5.4 S4 – Aerated Storage (Biolac)/Liquid Land Application

This alternative matches what was proposed in the MP update. This phased alternative provides significant cost savings initially but it does not address all of the existing odor concerns. A process schematic for this alternative is provided in Figure 11.

The following assumptions were used when developing the costs for this alternative:

- Phase 1:
 - Convert existing biolac basin to aerated storage (replace diffusers and blowers).
 - New tanker truck and applicator for hauling and applying liquid sludge
- Phase 2:
 - New solids transfer building
 - New dewatering building
 - On-site cake storage pad with cover.
 - New dump truck and applicator for hauling and land application

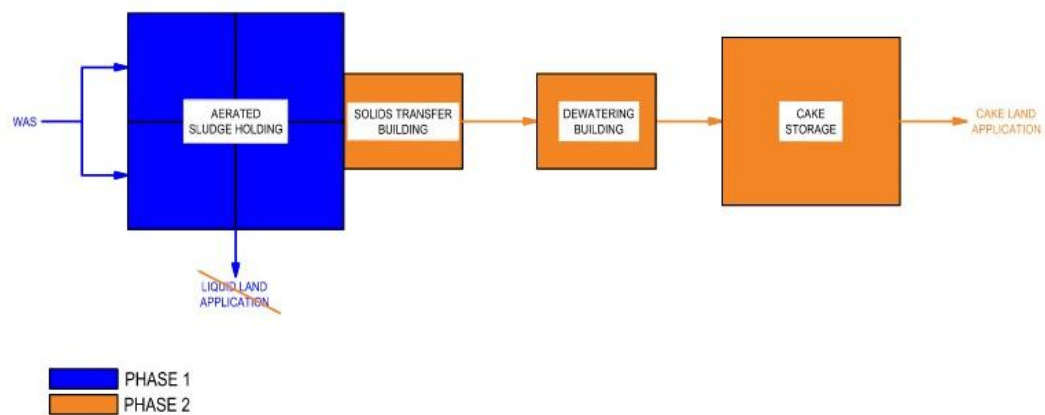


Figure 11. S4 – Aerated Storage (Biolac)/Liquid Land Application (ASH/LLA) Solids Schematic

5.5 Financial Review – Solids Alternatives

The same estimating factors and assumptions were used for the solids alternatives as was used for the liquids alternatives. Refer to the liquids treatment alternatives section for additional information.

The estimated project costs for phase 1 and phase 2 of the solids alternatives are presented in the tables below. Note that phase 2 captures improvements needed to meet future nutrient removal requirements, which is nothing for the solids alternatives. Alternative S4 does include phase 2 costs because this alternative begins with liquid land application and phases in dewatering and cake land application in the future.

Table 9. Engineer's Opinion of Probable Cost – Solids Alternatives Phase 1

Item	S1 – ASH/SS/LLA	S2 – ASH/DW/LF	S3 – ASH/DW/CS/CLA	S4 – ASH/LLA
General Conditions	\$3,000,000	\$3,100,000	\$3,600,000	\$400,000
Site Work	\$1,100,000	\$1,100,000	\$1,300,000	\$100,000
Yard Piping	\$1,100,000	\$1,100,000	\$1,300,000	\$100,000
Existing System Modifications	-	-	-	\$3,300,000
Aerated Sludge Holding	\$17,100,000	\$9,600,000	\$17,100,000	-
Solids Transfer Building	\$6,000,000	\$12,100,000	\$6,000,000	-
Sludge Storage Tanks	\$11,700,000	-	-	-
Dewatering	-	\$14,900,000	\$14,900,000	-
Cake Storage	-	-	\$2,800,000	-
Liquid Land Application	\$1,000,000	-	-	\$1,000,000
Solids Land Application	-	-	\$2,100,000	-
Phase 1 Total (millions)	\$41	\$42	\$49	\$5
MP Update (millions)	\$34	\$28	\$40	\$5

Table 10. Engineer's Opinion of Probable Cost – Solids Alternatives Phase 2

Item	S1 – ASH/SS/LLA	S2 – ASH/DW/LF	S3 – ASH/DW/CS/CLA	S4 – ASH/LLA
General Conditions	-	-	-	\$2,100,000
Site Work	-	-	-	\$800,000
Yard Piping	-	-	-	\$800,000
Solids Transfer Building	-	-	-	\$6,000,000
Dewatering	-	-	-	\$14,900,000
Cake Storage	-	-	-	\$2,800,000
Solids Land Application	-	-	-	\$1,400,000
Phase 2 Total (millions)	\$0	\$0	\$0	\$29
MP Update (millions)	\$0	\$0	\$0	\$18

Conceptual level operation and maintenance costs have also been prepared for each alternative. O&M costs include power, hauling, tipping fees, and maintenance. A value of 10 cents per kWh was used for power costs. Maintenance costs were calculated based on number of operations and maintenance staff recommended at \$100/hr. A summary of the O&M costs for the solids alternatives is presented in the table below.

Table 11. O&M Probable Cost – Solids Alternatives

Item	S1 – ASH/SS/LLA	S2 – ASH/DW/LF	S3 – ASH/DW/CS/CLA	S4 – ASH/LLA
Power	\$235,000	\$117,000	\$235,000	\$349,000
Hauling	\$201,000	\$58,000	\$52,000	\$201,000
Tipping Fees	-	\$151,000	-	-
Maintenance ⁽¹⁾	\$360,000	\$540,000	\$540,000	\$180,000
Total (annual)	\$796,000	\$866,000	\$827,000	\$731,000
MP Update	\$410,000	\$873,000	\$630,000	\$330,000
Notes:				
1. Alternative S1 recommends 2 full-time operations and maintenance staff. Alternatives S2 and S3 recommend 3 full-time staff. Alternative S4 recommends 1 full-time staff.				

5.6 Non-Monetary Evaluation – Solids Alternatives

The same non-monetary criteria were used for the solids alternatives as was used for the liquids alternatives with the exception aesthetics, which was swapped for odors. Refer to the liquids treatment alternatives section for additional information.

Again, HDR worked with the City to develop a weighting scale for each criteria listed. This weighting is presented in the figure below. To assist with scoring alternatives, a summary of the advantages and disadvantages of each alternative previously discussed in this Section is provided in Table 14. A summary of the results of this evaluation is presented in Table 15.

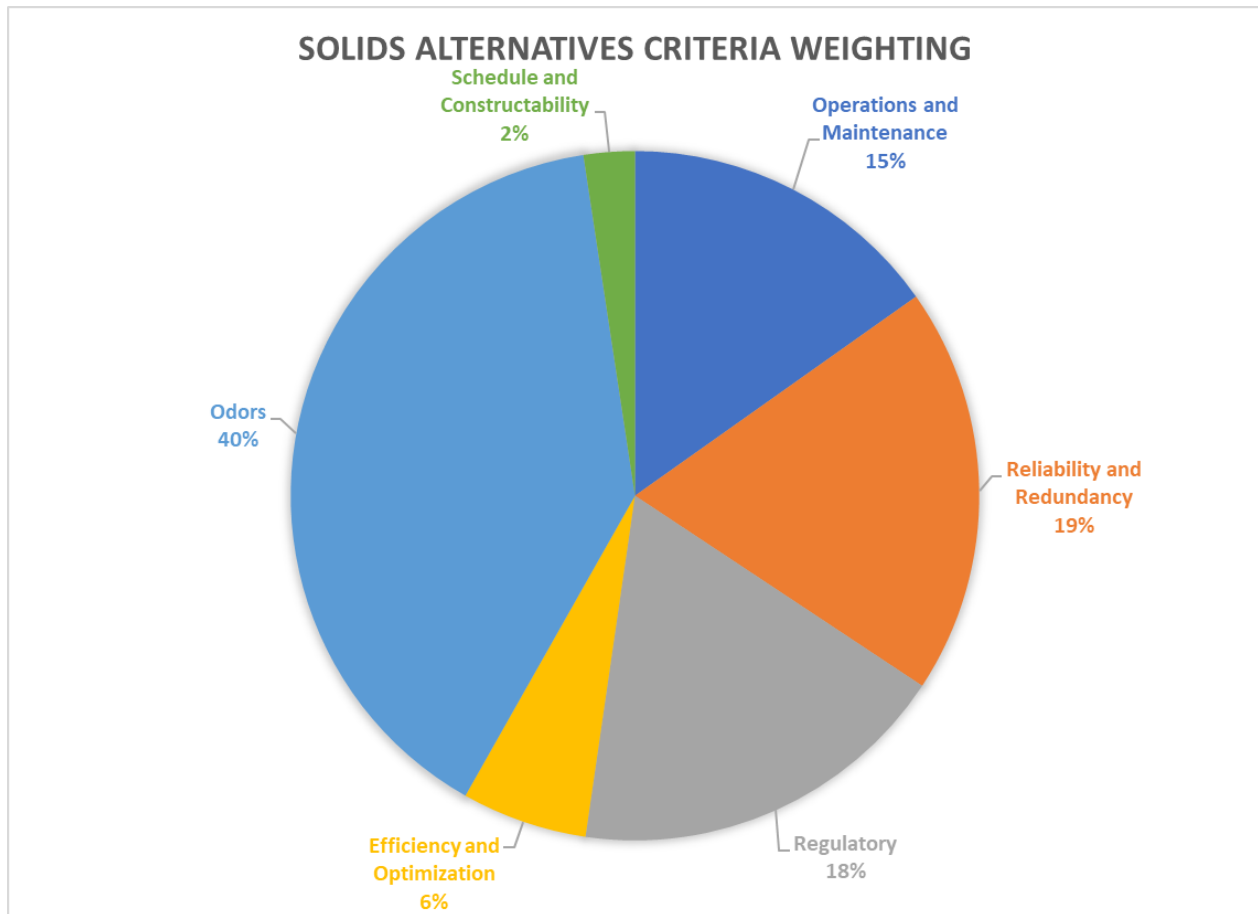


Figure 12. Solids Alternatives Criteria Weighting

Table 12. Non-Monetary Advantages/Disadvantages – Solids Alternatives

	Advantages	Disadvantages
S1 – ASH/SS/LLA		• Less odors than currently but biosolids are still stored onsite • High energy usage • Reliant on sites willing to accept biosolids • More hauling with liquid biosolids
S2 – ASH/DW/LF	• Least odors. No biosolids onsite • Lowest energy usage • Lowest footprint • Less hauling with dewatered biosolids	• Additional staffing due to dewatering equipment • Tipping fees associated w/Landfill
S3 – ASH/DW/CS/CLA	• Less hauling with dewatered biosolids	• Less odors than currently but biosolids are still stored onsite • High energy usage • Additional staffing due to dewatering equipment • Reliant on sites willing to accept biosolids
S4 – ASH/LLA	• Repurposes existing facilities • Least complex. Phase 1 matches existing process.	• Does the least to address odors • Highest energy usage • Cannot begin improvements until liquid improvements are complete. • Reliant on sites willing to accept biosolids • More hauling with liquid biosolids

Table 13. Non-Monetary Evaluation – Solids Alternatives

Weighting Factor	Category	S1 – ASH/SS/LLA	S2 – ASH/DW/LF	S3 – ASH/DW/CS/CLA	S4 – ASH/LLA
19.1%	Reliability and Redundancy	Best	Best	Best	Average
2.4%	Schedule and Constructability	Best	Best	Best	Average
15.2%	Operations and Maintenance	Best	Average	Average	Best
39.4%	Odors	Average	Best	Average	Below Average
5.9%	Efficiency and Optimization	Average	Good	Good	Average
18.0%	Regulatory	Average	Best	Good	Average
100%	Total	5.2	7.9	5.0	3.1

6 Green field Analysis

6.1 Green Field WWTF

In agreement with the MP Update, constructing a new facility at a new location would be the least economical and lengthiest alternative. Along with the cost of a new facility, a new master lift station and force main would need to be constructed to get wastewater from the existing site to the new treatment location. This would require numerous easements and property acquisitions. It is not recommended to evaluate this alternative further.

6.2 Pumping Wastewater to Bismarck WWTF

This alternative is similar to what was presented in the Green Field Analysis Tech Memo. No new forcemain routing alternatives were evaluated. Discussions with Bismarck plant staff indicated that Mandan would likely have to perform screening, grit removal, and peak flow holding prior to pumping to Bismarck. In addition, chemical addition would need to be implemented to address hydrogen sulfide concerns in a long force main. In order to process the additional flow at the Bismarck WWTP, the following processes at the Bismarck WWTP would need to be expanded or improved:

- New (fourth) Secondary Clarifier and Splitter Structure
- Digester Improvements
- Expansion to Dewatering to include another Screw Press
- Disinfection Improvements

Bismarck has sufficient trickling filter capacity, but Mandan would likely be required to buy-in on the existing capacity to treat their share of wastewater. A summary of the costs associated with this alternative is presented in the table below. It's important to note that costs below are a high level estimate and final values would be highly dependent on negotiations with the City of Bismarck.

Table 14. Engineer's Opinion of Probable Cost – Pumping to Bismarck WWTF

Item	EOPC
Pretreatment and EQ (at Mandan)	\$19,100,000
Pump Station and Forcemain	\$61,100,000
Bismarck WWTF Improvements	\$48,900,000
Bismarck WWTF Buy-in of Existing Trickling Filter and Primary Clarifier Capacity	\$19,100,000
Phase 1 Total (millions)	\$148
Bismarck WWTF Nutrient Removal	\$18,000,000
Total Project Cost (millions)	\$166
Chemical Cost	\$700,000
Maintenance Cost	\$900,000
Power Cost	\$300,000
Annual O&M (millions)	\$1.9
20-year NPV (millions)	\$191

7 Findings and Recommendations

7.1 Process Review

The following findings were identified as part of the process review:

- Based on flow trends at the WWTF during recent storm events, it is recommended to use a higher peak hour peaking factor of 3.62. This results in a peak hour flow for the planning period of 9.52 MGD, updated from 6.84 MGD. Subsequently, this results in several improvements being shifted from Phase 2 to Phase 1 to address hydraulic capacity.
- The original MP Update included tertiary filtration in a future phase for all alternatives aside from the MBR alternative. It is very unlikely that tertiary filtration would be required for this facility since discharge is to the Missouri River. Tertiary filtration is a benefit to maintenance of UV disinfection but has not been included in the peer review cost estimates.
- For budgeting purposes, demolition and removal of existing facilities and the emergency storage cells and lagoons has been added to the peer review cost estimates.
- The MP Update identified the Outfall as having a capacity of 5.0 MGD but it was not clear if it was costed for improvements. For budgeting purposes, this work has been added to the peer review cost estimates.
- For budgeting purposes, removal and disposal of sludge from the existing Biolac Basin has been added to the peer review cost estimates.
- Anoxic basins and mixed liquor return (MLR) pumping was added to liquid alternatives in phase 2 to address potential future total nitrogen limits.
- Alternative L1 – Extended Aeration (EA):
 - No significant updates were made to this alternative for the peer review evaluation.
- Alternative L2 – Integrated Fixed Film Activated Sludge (IFAS):
 - No significant updates were made to this alternative for the peer review evaluation.
- Alternative L3 - Membrane Bioreactor (MBR):
 - To address higher peak flows, peak flow holding and pumping was added to this alternative since MBR's can typically pass approximately 2 times average design flow.
 - Annual O&M assumptions were adjusted to account for membrane replacement costs (recommended every 7 to 10 years).
- Alternative L4 – Enhanced Biolac Upgrades (EBIO)
 - This alternative of expanding the existing system for future use was adjusted to expand the existing biolac system by constructing a new biolac train and then retrofitting the existing biolac facilities.

- Alternative L5 – Aerobic Granular Sludge (AGS)
 - This alternative has been added and was not part of the original MP Update.
- Alternative S1 – Aerated Sludge Holding/Sludge Storage/Liquid Land App (ASH/SS/LLA)
 - The original MP Update sized aerated sludge holding for 30 days of total detention time. This alternative was adjusted to size aerated sludge holding for a more conservative detention time of 60 days. The longer detention time meets EPA's 40 CFR Part 503 pathogen reduction requirements for land application.
- Alternative S2 – Aerated Sludge Holding/Dewatering/Landfill (ASH/DW/LF)
 - This alternative was adjusted to include the addition of regenerative or circulative thickening to thicken the WAS sludge to an acceptable concentration in the WAS storage tank prior to Dewatering.
- Alternative S3 – Aerated Sludge Holding/Dewatering/Cake Storage/Cake Land Application (ASH/DW/CS/CLA)
 - Similar to alternative S1, this alternative was adjusted to size aerated sludge holding for a more conservative detention time of 60 days.
- Alternative S4 – Aerated Sludge Holding/Dewatering/Cake Storage/Cake Land Application (ASH/DW/CS/CLA)
 - No significant updates were made to this alternative for the peer review evaluation.

7.2 Financial Review

A summary of the financial review performed in this technical memorandum is provided in the tables below.

Table 15. Summary of Liquids Alternatives Evaluation (\$ Millions)

Alternative	Phase 1 Project Cost ⁽¹⁾	Phase 2 Project Cost ⁽¹⁾	Total Project Cost ⁽¹⁾	Annual O&M Costs	O&M Diff. From Baseline ⁽²⁾	20-Year NPV	NPV Diff. From Baseline ⁽²⁾
L1 – Extended Aeration	\$87	\$26	\$113	\$0.64	\$0.00	\$121	\$26
L2 – Integrated Fixed Film Activated Sludge	\$91	\$25	\$116	\$0.97	\$0.33	\$129	\$34
L3 – Membrane Bioreactor	\$97	\$25	\$122	\$1.46	\$0.82	\$141	\$46
L4 – Enhanced Biolac Upgrades	\$66	\$26	\$93	\$0.70	\$0.06	\$102	\$7
L5 – Aerobic Granular Sludge	\$81	\$6	\$87	\$0.64	\$0.00	\$95	\$0
Notes: 1. Project costs include construction cost plus an additional 14% (estimated) to account for Engineering, Administrative, Legal, and Permitting costs for budgeting purposes. Final engineering fees pending negotiations with Consultant selected to perform the work. 2. L5 – AGS used as the baseline alternative for comparisons.							

Table 16. Summary of Solids Alternatives Evaluation (\$ Millions)

Alternative	Phase 1 Project Cost ⁽¹⁾	Phase 2 Project Cost ⁽¹⁾	Total Project Cost ⁽¹⁾	Annual O&M Costs	O&M Diff. From Baseline ⁽²⁾	20-Year NPV	NPV Diff. From Baseline ⁽²⁾
S1 – ASH/SS/LLA	\$41	\$0.0	\$41	\$0.80	-\$0.07	\$52	-\$1
S2 – ASH/DW/LF	\$42	\$0.0	\$42	\$0.87	\$0.00	\$53	\$0
S3 – ASH/DW/CS/CLA	\$49	\$0.0	\$49	\$0.83	-\$0.04	\$60	\$7
S4 – ASH/LLA	\$5	\$29	\$34	\$0.73	-\$0.14	\$43	-\$10
Notes: 1. Project costs include construction cost plus an additional 14% (estimated) to account for Engineering, Administrative, Legal, and Permitting costs for budgeting purposes. Final engineering fees pending negotiations with Consultant selected to perform the work. 2. S2 – ASH/DW/LF used as the baseline alternative for comparisons.							

7.3 Non-Monetary Analysis

Six non-monetary criteria were considered as part of the evaluation for both the liquids and solids alternatives. HDR worked with the City to develop a weighting scale for each criteria. The top three weighted criteria for the liquids alternatives were as follows:

1. Operations and Maintenance (28.8%)
2. Reliability and Redundance (26.9%)
3. Regulatory (22.3%)

The top three weighted criteria for the solids alternatives were as follows:

1. Odors (39.4%)
2. Reliability and Redundance (19.1%)
3. Regulatory (18.0%)

The results of the non-monetary analysis performed in this technical memorandum is provided in the tables below. The highest ranked liquids alternative is L5 – Aerobic Granular Sludge mostly due to

Table 17. Non-Monetary Rank – Liquids Alternatives

Alternative	Non-Monetary Score
L1 – Extended Aeration	7.7
L2 – Integrated Fixed Film Activated Sludge	5.1
L3 – Membrane Bioreactor	5.5
L4 – Enhanced Biolac Upgrades	6.1
L5 – Aerobic Granular Sludge	8.1

The highest ranked liquids alternative is L5 – Aerobic Granular Sludge (AGS). This alternative scores higher than the other alternatives in the “Regulatory” category because AGS inherently addresses nutrient limits in phase 1 and requires minimal effort to adapt to future regulatory requirements in phase 2.

Table 18. Non-Monetary Rank – Solids Alternatives

Alternative	Non-Monetary Score
S1 – ASH/SS/LLA	5.2
S2 – ASH/DW/LF	7.9
S3 – ASH/DW/CS/CLA	5.0
S4 – ASH/LLA	3.1

The highest ranked solids alternative is S2 – Aerated Sludge Holding / Dewatering / Landfill. This alternative scores higher than the other alternatives in both the “Odors” category and the “Regulatory” category. S2 has the least amount of odors because biosolids are hauled directly to the landfill and no biosolids are stored onsite. This alternative also scored high in the “Regulatory” category because future PFAS regulations could eliminate land application as an end use, although timing and likelihood of this is unknown at this time.

7.4 Green Field Analysis

In agreement with the MP Update, constructing a new facility at a new location would be the least economical and lengthiest alternative. It is not recommended to evaluate this alternative any further.

In agreement with the MP Update, constructing a new facility at a new location would be the least economical and lengthiest alternative. It is not recommended to evaluate this alternative any further.

Pumping wastewater to the Bismarck WWTP has also been evaluated in this peer review. The 20-year net present value of this alternative is estimated as \$191 million, which is roughly \$40 million higher than the recommended alternative(s). In addition, this alternative would require negotiations with the City of Bismarck, permitting to cross the Missouri River, street closures, easement, and property acquisitions. For these reasons it is not recommended to evaluate this alternative any further.

7.5 Recommendations

Based upon the financial review, non-monetary analysis, and coordination with City staff, it is recommended that the City make improvements at the existing WWTF site. The recommended solids handling alternative is S2 – Aerated Sludge Holding / Dewatering / Landfill (ASH/DW/LF). Alternatives S1, S2, and S3 were all similar in cost. The primary advantage of the recommended alternative is that no biosolids are stored onsite, which addresses odor concerns. In addition, the City is no longer reliant on farmers/landowners on when and if they will accept biosolids.

For liquid treatment, alternatives L1 – Enhanced Aeration, L4 – Enhanced Biolac Upgrades, and L5 – Aerobic Granular Sludge (AGS) should all be considered:

- L5 – AGS scored highest in the non-monetary evaluation and has the lowest 20-year net present value cost of all the liquid treatment alternatives when considering both phase 1 and phase 2. This is because AGS inherently addresses total nitrogen limits in phase 1 and requires minimal improvements in phase 2.
- L1 – EA was a very close 2nd in the non-monetary evaluation. L1 – EA is a higher cost than L5 – AGS, but the AGS technology is still relatively new in comparison, whereas extended aeration is one of the most common treatment technologies and is less complex to operate.
- L4 - EBIO has the lowest phase 1 capital cost but will end up costing slightly more than L5 – AGS when expansion is needed to address nutrient limits. This alternative scored in the middle for the non-monetary analysis and is very appealing if budget is a concern for the phase 1 capital project.

A comparison of the shortlisted alternatives is presented in the table below.

Table 19. Shortlisted Alternatives Comparison

Alternative	L1, S2 (EA and ASH/DW/LF)	L4, S2 (EBIO and ASH/DW/LF)	L5, S2 (AGS and ASH/DW/LF)
Liquid Alternative Non-Monetary Score	7.7 (Second)	6.1 (Third)	8.1 (Best)
Phase 1 Project Cost ⁽¹⁾ (\$ Millions)	\$129	\$108	\$123
Annual O&M Cost (\$ Millions)	\$1.51	\$1.56	\$1.50
20 Year Annual Equivalent Capital and O&M Cost for Phase 1 ⁽²⁾ (\$ Millions)	\$10.3	\$8.8	\$9.9
Phase 2 Project Cost ⁽¹⁾ (\$ Millions)	\$26	\$26	\$6
Total Project Cost ⁽¹⁾ (\$ Millions)	\$155	\$135	\$129
20 Year NPV (\$ Millions)	\$174	\$155	\$148
Advantages	- Very common process. Low complexity. - Low energy usage	City's existing process. Minimal/no learning curve. Least complex.	- Low energy usage - Low footprint - No final clarifiers - Addresses nutrient removal in phase 1 (smallest phase 2 cost) - Highly stable once granules are formed - Possibility of eliminating effluent pumping with intermediate pumping (would need to raise UV)
Disadvantages		- High energy usage due to shallow depth - Largest footprint - Lagoons may be considered less sightly - Need to replace UV to hydraulically fit new clarifiers	- Slightly more complex than L1/L4. - Intermediate pumping
Notes: - Project costs include construction cost plus an additional 14% (estimated) to account for Engineering, Administrative, Legal, and Permitting costs for budgeting purposes. Final engineering fees pending negotiations with Consultant selected to perform the work. 20 Year annualized cost is based on 4.25% interest rate and includes annualized capital cost plus annual O&M.			

7.6 Considerations

The alternatives that were evaluated herein include recommendations that result in non-monetary benefits like reliability, redundancy, limiting odors, and making operations and maintenance easier for City Staff. The options below present opportunities for cost savings, but they involve trade-offs in non-monetary benefits. It is recommended that these be evaluated further during design.

1. Repurpose existing emergency holding cells for peak flow storage to reduce design capacity of downstream processes.
2. Do not make improvements to the Headworks for redundant mechanical screens and redundant grit removal units.
3. Reduce the size of the recommended aerated sludge (WAS) holding tank. Staff would have less time to address an equipment failure and may need to dewater more frequently.
4. Do not implement regenerative/circular thickening. This will result in a less concentrated biosolids product that is more difficult to haul and manage. Dewatering equipment might also need to be oversized to accommodate.
5. Do not demo/remove the existing holding cells.
6. With the recommended liquid treatment alternative (L4 – AGS), intermediate pumping is required. Effluent pumping may be able to be eliminated. The design team should evaluate if UV Disinfection can be raised to higher elevation that is above the flood



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 29, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: City Owned Lot - Offer Parcel No. 65-6102835

STATEMENT/PURPOSE:

To consider the offer on City-owned Parcel No. 65-6102835

BACKGROUND/ALTERNATIVES:

Steven and Erica Mittleider have submitted an offer to purchase a City-owned lot (Parcel No. 65-6102835) for the purpose of developing multi-use shop condos. The proposal includes an offer amount of \$7,500.00 along with estimates for the costs associated with site development that they desire be factored into the offer amount.

This offer was considered by the City Commission on March 4, 2025 and was not accepted due to some push back from neighboring property owners.

Several meetings between the relator, Mittleiders, adjacent property owners and city staff have occurred over the past many months. The last meeting was held on Tuesday, January 27, whereby all parties agreed to move forward.

The plan to move forward is as follows (and detailed in the purchase agreement).

- Buyer is responsible for any costs associated with updating an abstract or owner's title insurance policy, if buyer chooses.
- Buyer acknowledges that if the property has no direct access to city water or sewer, buyer waives the right to demand such access and acknowledges that the seller is under no obligation to provide such access.
- Contingent on the existing east property line being moved 15 feet to the west along with east property owners being in agreement with a replat and expenses incurred for replat.

- Contingent on approval of proposed usage of property by the city of Mandan.

In short, the City of Mandan would agree to sell the entire parcel to the Mittleiders, the Mittleiders would in turn provide 15 feet of property to the adjacent owners to the east.

The adjacent property owners become responsible to fund the replat and combination of their existing lot into the additional 15 feet.

City would also require that the existing Mittleiders property to the west be combined with the property they acquire from the City.

Also we have some concerns regarding the property that would remain to the west of the actual buildings constructed be maintained.

This agreement does not ensure that any requested building permits or zone changes are approved. Mittleiders must still go through the proper channels for this, and they have acknowledged that they fully understand and this is the first step.

Information that was included from Andrew Stromme the last time this offer was presented to the City Commission in italics below

Analysis and Staff Recommendation

Conflicting Land Uses:

The proposed multi-use shop condo development is incompatible with the surrounding land uses, which include a preschool, townhouses, and multifamily residential units. The nature of shop condos typically involves business activities with varied hours of operation, increased traffic, and potential noise, which conflict with the quiet residential character and sensitive land uses nearby, such as the preschool. Special Use Permits are not guaranteed to be approved. The issuance of such a permit requires compliance with City's plans in order to receive a recommendation to approve.

Inconsistency with City's Adopted Plan:

The proposed land use does not align with the City's adopted comprehensive plan, which designates this area for residential and community-supportive uses. Introducing a commercial component such as shop condos would undermine the planned land use pattern and disrupt the cohesive development of the neighborhood.

Potential Land Use Conflicts:

Hours of Operation and Activity Levels: Shop condos typically involve business activities

during early mornings, evenings, and weekends, conflicting with the operating hours of the adjacent preschool and the residential lifestyle of nearby townhomes and multifamily units.

Noise Impact: Potential noise from business operations and increased vehicular traffic could negatively impact the residential character of the area and the quality of life for neighboring residents.

Additional Considerations

The lot was listed at \$1.80 per square foot (\$85,000) per consideration with a commercial realtor utilized by the City. A small portion was sold in 2022 to an adjoining owner to resolve a property line issue (far southeast corner).

Staff informed the prospective buyer of the existing land use conflicts and the inconsistency with the City's plan.

Given the aforementioned conflicts, Staff recommends denial of the purchase request. Additionally, staff will recommend denial of any future applications for multi-use shop condo development on this property due to the same land use conflicts and lack of alignment with the City's adopted plan.

ATTACHMENTS:

1. 4205 Shoal Loop PA

FISCAL IMPACT:

\$7,500

STAFF IMPACT:

Considerable time and effort has been devoted to bringing the parties together.

LEGAL REVIEW:

Submitted to Attorney Oster for review

RECOMMENDATION:

I recommend accepting the offer from the Mittleider's of \$7,500 for City-owned parcel No. 65-6102835 with the conditions contained within the purchase agreement.

SUGGESTED MOTION:

I move to accept the offer from the Mittleider's of \$7,500 for City-owned parcel No. 65-6102835 with the conditions contained within the purchase agreement.

VACANT LAND PURCHASE AGREEMENT

This form approved by the North Dakota Association of REALTORS®, which disclaims any liability out of use or misuse of this form. Only REALTORS® licensed in North Dakota are authorized to use this form in compliance with NDAR's Statewide Forms Policy.

1 **DATE:** 01/27/2026

2 **GOVERNING LAW:** This Purchase Agreement shall be governed by, construed, and interpreted in accordance with the
3 laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which
4 the majority of the Property is located.

5 **SELLER(s):** City of Mandan, and

6 **BUYER(s):** Steven Mitttleider Erica Mitttleider, agree that Seller(s)
7 shall sell, and Buyer(s) shall buy the following described real property ("Property") pursuant to the terms and conditions
8 of this Purchase Agreement and any Addendum(s), Counteroffer(s), Amendment(s), and Exhibit(s), all of which shall
9 constitute the entire Purchase Agreement between Seller(s) and Buyer(s) and supersedes any other written agreements
10 between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing agreed to by Seller(s) and
11 Buyer(s).

12 **PROPERTY DESCRIPTION:**

13 MLS Listing Number: No MLS

14 Street Address: 4205 Shoal Loop SE

15 City: Mandan State: ND Zip Code: 58554 County: Morton

16 The legal description for the Property is
17 **Lot 1, Block 1, Koch's Lakewood Villas 2nd Addition**
18
19

20 **PURCHASE PRICE:** (U.S. Currency)

21 Seller(s) has on this day agreed to sell the above listed Property, to Buyer(s) for the purchase price of
22 Seven Thousand Five Hundred Dollars \$ 7,500.00,
23 which Buyer(s) agrees to pay in the following manner:

24 ☒ **Cash**

25 If cash, Buyer(s) to provide validated proof of funds by _____, or ☐ **is attached.**

26 ☐ **Contingent Upon Financing**

27 If financing, Buyer(s) shall provide a preliminary loan commitment letter from the Lender by _____
28 or ☐ **is attached.**

29 Please Note: A preliminary loan commitment letter does not indicate final loan approval.

30 **EARNEST MONEY:** (U.S. Currency)

31 The sum of One Thousand Dollars (\$ 1,000.00) from Buyer(s) by
32 (Check one): ☒ **Check** ☐ **Cash** ☐ **EFT/ACH**

33 Earnest money to be delivered to (Check one)

34 ☐ **Listing Broker** ☒ **Buyer Broker** or ☐ **Other**
35 **on or before** within 48hrs of acceptanc and
36 to be deposited into their trust account as required by North Dakota Century Code.

37 If applicable, Buyer(s) agrees to pay additional earnest money of \$ _____ due on _____.

38 Seller(s) has the right to terminate this Purchase Agreement if earnest money is not received as agreed herein.

39 If Buyer(s) fails to provide the preliminary loan commitment letter, or proof of funds, as applicable, or fails to pay the
40 earnest money, by the designated dates, Seller(s), at Seller's option, shall have the right to terminate this Purchase
41 Agreement, by written notice delivered after the deadline date set forth on Lines 25, 27, 35, or 37. If written notice is given
42 by Seller(s), Buyer(s) agrees within two (2) calendar days of receipt of notice of termination from Seller(s) to sign and
43 deliver to Seller(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s);
44 provided, a refusal by Buyer(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit
45 the effect of Seller's decision to terminate the Purchase Agreement.

Buyer(s) Initials _____ Seller(s) Initials _____

46 **FINANCING:** (Check one)

47 ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Contract for Deed

48 ☒ Other (Explain) **cash**

49 Buyer(s) agrees to use best efforts to secure a commitment for such financing and to execute all documents required to
50 consummate said financing. If Buyer(s) cannot secure a commitment prior to closing for such financing, either Buyer(s) or
51 Seller(s) shall have the option of declaring this Purchase Agreement terminated by written notice to the other party. If
52 such written notice is given by the terminating party, the party receiving the notice agrees, within two (2) calendar days
53 of receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION OF PURCHASE
54 AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by the party receiving the notice to
55 sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the terminating party's
56 decision to terminate the Purchase Agreement.

57 **SELLER'S CONTRIBUTION TO BUYER'S COSTS:** (Not to exceed maximum amount allowed by Lender, if applicable.)
58 Seller(s) is contributing \$ **0.00** to Buyer's costs. Buyer(s) may
59 use it at their discretion towards points, buy-down fees including temporary rate buy-downs, prepaid expenses, or other
60 Buyer's costs and fees as allowable by Lender. This may include any Buyer's obligations referred to in this Purchase
61 Agreement. If Buyer(s) does not use all the above stated Seller's contributions, the excess amount may be applied towards
62 special assessments or a reduction of the loan amount or sales price, if allowed by Lender and governing authority.

63 **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

64 **SELLER'S COMPENSATION TO BUYER'S BROKER:** On behalf of Buyer(s), Seller(s) agrees to pay Buyer's Broker
65 or Broker assisting Buyer(s) total compensation of _____ % of purchase price OR \$ **250.00** at closing, which is
66 in addition to any Seller's contribution to Buyer's costs.

67 **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that notwithstanding any other provisions of
68 this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur
69 any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with
70 HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans
71 Affairs, or a Direct Endorsement Lender, setting forth the appraised value of the property of not less than
72 \$_____. The purchaser shall have the privilege and option of proceeding with consummation of the contract
73 without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
74 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the
75 condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are
76 acceptable."

77	_____ Buyer Signature Steven Mittleder Date		_____ Seller Signature City of Mandan Date	
79	_____ Buyer Signature Erica Mittleder Date		_____ Seller Signature Date	

81 **REAL ESTATE CERTIFICATION (FHA Financing only):** The borrower, seller, and the selling real estate agent or
82 broker involved in the sales transaction certify that the terms and conditions of the sales contract are true to the best of
83 their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real
84 estate transaction is part of, or attached to, the sales agreement.

85	_____ Buyer Signature Steven Mittleder Date		_____ Seller Signature City of Mandan Date	
87	_____ Buyer Signature Erica Mittleder Date		_____ Seller Signature Date	
89	_____ Selling Agent Signature DARREN SCHMIDT Date		_____ Listing Agent Signature Date	

91 **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
92 notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
93 money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price
94 or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser
95 shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the
96 amount of the reasonable value established by the Department of Veterans Affairs."

Buyer(s) Initials _____ Seller(s) Initials _____

97 98 Buyer Signature <u>Steven Mitttleider</u> Date _____	Seller Signature <u>City of Mandan</u> Date _____
99 100 Buyer Signature <u>Erica Mitttleider</u> Date _____	Seller Signature _____ Date _____

101 **THIS SALE INCLUDES:**

102 The following personal property, with no additional monetary value, and free and clear of all liens and encumbrances:
 103 **land only**

106 **THIS SALE EXCLUDES:**

107 The following property: land only

109 Fuel tank is: ☐ Owned ☐ Rented ☒ N/A, and is ☐ Included ☐ Excluded.

110 If fuel tank is included, fuel remaining at time of closing is included in sale unless otherwise specified.

111 Water softener is: ☐ Owned ☐ Rented ☒ N/A, and is ☐ Included ☐ Excluded.

112 **SALE OF BUYER'S PROPERTY:** (Check one)

113 ☐ This Purchase Agreement is subject to the sale of Buyer's property. If checked, see attached SALE OF BUYER'S
 114 PROPERTY CONTINGENCY ADDENDUM.

115 ☐ This Purchase Agreement is contingent upon the successful closing of Buyer's property which is currently under
 116 contract and located at:

117 Street Address: _____

118 City: _____ State: _____ Zip Code: _____ County: _____

119 scheduled to close on _____. If Buyer's property does not close by the closing date specified in
 120 this Purchase Agreement, Seller(s), at Seller's option, shall have the right to terminate this Purchase Agreement, by
 121 written notice delivered after the date set forth on Line 119. If written notice is given by Seller(s), Buyer(s) agrees, within
 122 two (2) calendar days of receipt of notice of termination from Seller(s), to sign and deliver to Seller(s) a CANCELLATION
 123 OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Buyer(s) to sign
 124 and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Seller's decision to terminate
 125 the Purchase Agreement.

126 ☒ Buyer(s) represents that Buyer(s) has the financial ability to perform on this Purchase Agreement without the sale or
 127 closing of any property.

128 **CLOSING AND POSSESSION:**

129 Closing is to be on or before _____.

130 Seller(s) shall deliver possession of the Property ☒ **Immediately** following closing or ☐ _____

132 **FINAL WALK THROUGH:** Buyer(s) has a right to walk through the Property prior to closing and to establish that the
 133 Property is in substantially the same condition as of the date of this Purchase Agreement. If Buyer(s) does not conduct
 134 such walk through, Buyer(s) specifically waives claims arising from any property condition which would have been
 135 reasonably discovered during the walk through and further releases Broker(s) of any liability.

136 **REAL ESTATE TAX AND SPECIAL ASSESSMENT NOTICE:** If Seller(s) has received any such notice regarding any
 137 new improvement project from any assessing authorities prior to closing, Seller(s) must immediately notify Buyer(s) of the
 138 notice. Seller(s) and Buyer(s) may then agree in writing, before the date of closing, to the payment terms of the notified
 139 assessments. In the absence of such an agreement, Buyer(s) shall have the right to terminate this Purchase Agreement,
 140 by written notice delivered to Seller(s). If such written notice is given, Seller(s) agrees within two (2) calendar days of
 141 receipt of notice of termination to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with
 142 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
 143 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement. Following
 144 closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for
 145 which payment is not otherwise provided. It is understood future general taxes and special assessments are only estimates.

Buyer(s) Initials _____

Seller(s) Initials _____

146 **Buyer(s) should make an independent inquiry regarding taxes and special assessments.**

147 **Buyer(s) should be aware that there may be preferential property tax treatment(s) or tax abatement(s) on**
148 **this Property which may affect the tax proration.**

149 **No representations have been made concerning the amount of subsequent real estate taxes or special**
150 **assessments.**

151 **REAL ESTATE TAXES:** Seller(s) shall pay on the date of closing all real estate taxes due and payable in all prior years
152 including all penalties and interest. The ☒ **Gross** ☐ **Discounted** annual real estate taxes to be paid for the year of closing
153 shall be prorated as of the date of closing or _____ between Buyer(s) and Seller(s) based upon the most
154 current certified tax information available, if estimated tax amounts are not available in writing,
155 or _____.

156 **SPECIAL ASSESSMENTS:** Seller(s) shall pay on the date of closing all special assessments due and payable in all prior
157 years including all penalties and interest.

158 **Annual installments** to be paid for the year of closing shall be ☒ **Prorated as of the date of closing** ☐ **Assumed by**
159 **Buyer(s)** ☐ **Paid by Seller(s)** or ☐ **Other** _____.

160 **Remaining Balance** (Balance unpaid including interest): ☒ **Buyer(s)** shall assume remaining balance as of the date
161 closing; and any future assessments. ☐ **Seller(s)** shall pay remaining balance on the date of closing. ☐ **Other**
162 _____.

163 **Work In Progress/Pending/Proposed (Including interest):** If applicable, Buyer(s) shall assume the balance of work
164 in progress, pending or proposed.

165 **PRO-RATA ADJUSTMENTS:** All charges for water, sewer, electricity, natural gas, homeowner's
166 association/condominium dues and rents shall be prorated between the parties as of the closing date. Seller(s) to transfer
167 security deposit and interest, if any, on leases to Buyer(s) at closing.

168 **SIGHT UNSEEN CONDITION:** Buyer(s) intends to purchase Property sight unseen: ☐ **Yes** ☒ **No** If "Yes," see
169 attached SIGHT UNSEEN ADDENDUM.

170 **INSPECTIONS AND INVESTIGATIONS:** Buyer(s) is advised by Broker(s)/Agent(s) to obtain inspections and
171 investigations as allowed in the Contingencies section. Buyer(s) acknowledges that Buyer(s) should make inquiries and
172 consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning
173 the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for
174 evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s)
175 harmless from all liability, claims, demands, damages, and costs, and shall be responsible for repair of all damages arising
176 from the inspections. The Inspection Period is Buyer's sole opportunity to discover any existing defects prior to Closing.
177 Buyer(s) waives any claim for an item warranted by Seller(s) if Buyer(s) becomes aware of such claim during the Inspection
178 Period and does not notify Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies
179 Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s)
180 and Broker(s) upon receipt, at no cost, copies of referenced reports, if any, concerning the Property obtained by Buyer(s).

181 All inspections and/or tests shall be done by inspector(s) or tester(s) of Buyer's choice, at Buyer's sole expense. Inspector(s)
182 or tester(s) should be qualified to do the inspections and/or tests. If a home inspector is used in North Dakota, the home
183 inspector must be registered through the State of North Dakota. The qualifications of other inspector(s) or tester(s) must
184 be evidenced by any applicable license or professional designation. Buyer(s) shall not have the right to do intrusive testing
185 without the prior written authorization of Seller(s). For purposes of this form, "intrusive testing" shall mean any testing,
186 inspection or investigation that changes the Property from its original condition or otherwise damages the Property.
187 Inspections and/or tests may include but are not limited to the following: electrical system, plumbing system, central
188 cooling system, central heating system, ceilings, floors, basement, foundation, walls, windows, exterior, roof, radon, mold,
189 and asbestos.
190 Seller(s) will provide access to attic(s) and crawlspace(s).

191 **CONTINGENCIES:**

192 The enforceability of this Purchase Agreement is subject to the satisfaction of Inspection and Documentation Contingencies
193 which are initialed below by both parties.

194 Buyer(s) shall have the option to negotiate defects, waive the contingency, or terminate the Purchase Agreement upon the
195 completion of each contingency. If Buyer(s) fails to complete contingencies and/or notify Seller(s) of cancellation by 11:59
196 PM on the date stated in the Contingency Deadline column, the contingency shall be deemed removed and the Purchase
197 Agreement shall be in full force and effect.

Buyer(s) Initials _____

Seller(s) Initials _____

198 If such written notice is given by the party who has the right to give notice, the party receiving the notice agrees, within
199 two (2) calendar days of receipt of notice of termination, to sign and deliver to the terminating party a CANCELLATION
200 OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by the party receiving
201 the notice to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of the
202 terminating party's decision to terminate the Purchase Agreement.

203 **INSPECTION CONTINGENCIES**

204 All inspections, tests, and resulting negotiations, if any, must be completed by the Contingency Deadline.

Buyer(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Contingency Deadline
1. Inspections: Buyer(s) to complete such inspections, as may be desired by Buyer(s). Seller(s) agrees to make the Property available for inspections and, at Seller's expense, to have all utilities on, including any propane, at the time of inspections; however, if this box is checked ☐ , utilities can be turned off. If Buyer(s) does not approve the results of the inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
2. Septic System/Sewer Inspections: ☐ Seller(s) ☐ Buyer(s) shall pay to have a Septic System/Sewer inspection performed. For the inspections to be performed, ☐ Seller(s) ☐ Buyer(s) shall pay to have the septic tank pumped. If Buyer(s) does not approve the results of the septic system/sewer inspections, Buyer(s) has the option to terminate this Purchase Agreement.			
3. Water Quality Test: ☐ Seller(s) ☐ Buyer(s) shall obtain a water quality test, and the cost of the test shall be paid by ☐ Seller(s) ☐ Buyer(s) ☐ Split equally. If Buyer(s) does not approve the results of the water quality test, Buyer(s) has the option to terminate this Purchase Agreement.			
4. Soil Tests: Buyer(s) to obtain soil tests and percolation tests at ☐ Buyer's expense ☐ Seller's expense. If Buyer(s) does not approve the test results, Buyer(s) has the option to terminate this Purchase Agreement.			
5. Flood Plain: Buyer(s) to obtain flood plain verification. If Buyer(s) does not approve the results of the flood plain verification, Buyer(s) has the option to terminate this Purchase Agreement.			
6. Restrictions and Covenants: Buyer(s) to review any government and/or private use restrictions and restrictive covenants. If Buyer(s) does not approve the use restrictions or covenants, Buyer(s) has the option to terminate this Purchase Agreement.			
7. Property Dimensions: Buyer(s) to verify property lines, acres, square footage etc. If Buyer(s) does not approve the findings, Buyer(s) has the option to terminate this Purchase Agreement.			
8. Plans and Permits: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer(s) does not obtain or approve said plans and permits, Buyer(s) has the option to terminate this Purchase Agreement.			
9. Survey: Buyer(s) to obtain a survey of the Property, conducted at ☐ Buyer's expense ☐ Seller's expense ☐ Split equally. If Buyer(s) does not approve the results of the survey, Buyer(s) has the option to terminate this Purchase Agreement.			

Buyer(s) Initials _____

Seller(s) Initials _____

Buyer(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Contingency Deadline
10. Registered Sex Offenders: MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office or access the Attorney General's website at http://www.sexoffender.nd.gov/ . Buyer(s) to investigate the possibility of the presence of registered sex offenders in the vicinity of the Property. If Buyer(s) does not approve the findings regarding registered sex offenders, Buyer(s) has the option to terminate this Purchase Agreement.			

205 **DOCUMENTATION CONTINGENCIES**

206 If Seller(s) is obligated to provide documents to Buyer(s), the Contingency Deadline for that contingency shall be extended,
207 if needed, so that Buyer(s) has five (5) calendar days following receipt of all such documents within which to deliver a
208 resolution or notice of termination.

Buyer(s) and Seller(s) Must Initial All Applicable Contingencies	Buyer(s) Initials	Seller(s) Initials	Contingency Deadline
1. Vacant Land Disclosure: Seller(s) to provide Buyer(s) with a VACANT LAND DISCLOSURE. If Buyer(s) does not approve the VACANT LAND DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
2. Lead-Based Paint Disclosure: Seller(s) to provide LEAD-BASED PAINT DISCLOSURE (for properties built prior to 1978 only). If Buyer(s) does not approve LEAD-BASED PAINT DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
3. Radon Disclosure: Seller(s) to provide RADON DISCLOSURE. If Buyer(s) does not approve RADON DISCLOSURE, Buyer(s) has the option to terminate this Purchase Agreement.			
4. Homeowner's Association/Condo Disclosure: Seller(s) to provide HOA/CONDO ASSOCIATION DISCLOSURE and required documentation. If Buyer(s) does not approve HOA/CONDO ASSOCIATION DISCLOSURE and other required documentation, Buyer(s) has the option to terminate this Purchase Agreement.			
5. Insurance Claims Loss History: ☐ Seller(s) shall provide ☐ Buyer(s) shall obtain insurance claims loss history report. (Note: Reports may be limited to ownership period and/or by insurance company.) If Buyer(s) does not approve claims loss history report and/or cannot obtain insurance coverage, Buyer(s) has the option to terminate this Purchase Agreement.			
6. Insurance Adjuster's Report: Seller(s) to provide copies of any insurance adjuster's reports for insurance claims during Seller's ownership, if any. (Note: Reports may be limited to ownership period and/or by insurance company.) If Buyer(s) does not approve insurance adjuster's reports, Buyer(s) has the option to terminate this Purchase Agreement.			
7. Leases: Seller(s) to provide copies of all current leases to Buyer(s). If Buyer(s) does not approve the leases, Buyer(s) has the option to terminate this Purchase Agreement.			

209 **APPRAISAL:**

210 This Purchase Agreement ☐ is ☒ is not contingent upon an appraisal.

211 If the Purchase Agreement is not contingent upon an appraisal, it is understood an appraisal may still be completed and
212 Buyer(s) will be solely responsible for bringing any cash needed if the value is less than the agreed upon purchase price
213 and/or to cover any appraisal required work order expenses.

214 **APPRAISAL VALUE:** If the Purchase Agreement is contingent upon an appraisal and the Property appraises for less
215 than the purchase price, Buyer(s) shall have the option of (a) proceeding with consummation of the Purchase Agreement
216 without regard to the amount of the appraised valuation; or (b) re-negotiating; or (c) declaring this Purchase Agreement
217 terminated by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of
218 receipt of notice of termination to sign and deliver to Buyer a CANCELLATION OF PURCHASE AGREEMENT with
219 return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF
220 PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement.

Buyer(s) Initials _____

Seller(s) Initials _____

APPRAISAL WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty that Seller(s) will make repairs required by the appraisal work order. Seller(s) shall have the following options: (a) make the necessary repairs; or (b) negotiate the cost of making said repairs with Buyer(s); or (c) refuse to make any repairs. At which time Buyer(s) shall have the option of declaring this Purchase Agreement terminated by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement.

APPRAISAL RE-INSPECTION:

Re-inspection fee(s), if any, shall be paid by ☐ Buyer(s) ☐ Seller(s) ☐ Split equally ☒ N/A

ADDITIONAL CHARGES: Buyer(s) may incur additional charges relating to improving the property including, but not limited to, hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection and connecting fees, curb cuts and tree planting charges. Utilities for the property shall be Buyer(s) responsibility on and after the date of closing.

DEED/MARKETABLE TITLE:

Upon performance by Buyer(s), Seller(s) shall deliver a ☐ Warranty Deed ☒ Other quit claim deed conveying marketable title, subject to:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions relating to use or improvement of the Property;
- (c) Prior reservation of any mineral rights;
- (d) Easements of record;
- (e) Minerals: In accordance with North Dakota Century Code, unless specifically excluded, Minerals Transfer with the surface estate, or ☐ Seller(s) reserves mineral rights presently owned by Seller(s). Buyer(s) and Seller(s) are advised to seek independent legal counsel prior to the final acceptance of this Purchase Agreement;
- (f) Rights of Tenants as follows (unless specified, not subject to tenancies):

TITLE AND EXAMINATION: Seller(s), at Seller's expense, shall furnish an abstract of title certified to a current date, compiled pursuant to the NDLTA Abstracting Standards Manual OR a current ALTA Standard Coverage Owner's title commitment. If, after examination, Seller's title is not insurable or free of defects and cannot be made so by closing, Buyer(s), at Buyer's option, shall have the right to terminate this Purchase Agreement by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement. However, Buyer(s) may waive defects and elect to purchase.

Seller(s) to pay Abstracting or Searching Fees.

Buyer(s) to pay Attorney's Title Examination Fee and Lender Policy of Title Insurance, as applicable.

The Owner's Policy of Title Insurance, when an abstract is not available, shall be paid by

☐ Seller(s) ☐ Buyer(s) ☐ Split equally ☒ N/A

Settlement Company Fee is to be divided equally by Seller(s) and Buyer(s) (if using the same Settlement Company) unless not allowed by Lender.

SELLER(s) WARRANTS:

- (a) that buildings are, or will be, constructed entirely within the boundary lines of the Property;
- (b) there is a right of legal access to the Property;
- (c) that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a condition that remains uncorrected;
- (d) that prior to closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 90 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property;
- (e) if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to Buyer(s) immediately.

Buyer(s) Initials _____

Seller(s) Initials _____

- (f) to the best of Seller's knowledge, there are no hazardous substances or underground tanks unless otherwise noted in this Purchase Agreement.
- (g) Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the Property will be in working order on the date of closing, except as noted in the SELLER'S PROPERTY DISCLOSURE.
- (h) Seller(s) warrants that the Property is directly connected to:
- City Sewer: ☐ Yes ☒ No ☐ Private;
- City Water: ☐ Yes ☒ No;
- Well: ☐ Yes ☒ No;
- Rural Water: ☐ Yes ☒ No. If rural, will membership be transferred? ☐ Yes ☐ No ☒ N/A

All Seller(s) warranties in Lines 265-284 shall survive the delivery of the deed or contract for deed.

SUBDIVISION OF LAND: If this sale constitutes or requires a subdivision of land owned by Seller(s), Seller(s) shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller(s) warrants the legal description of the real property to be conveyed has been or will be approved for recording as the date of closing. If Seller(s) is unable to gain approval for the subdivision, Sellers(s) or Buyer(s) have the option to cancel this Purchase Agreement prior to closing with both parties agreeing to immediately sign a CANCELLATION OF PURCHASE AGREEMENT with refund of earnest money to Buyer(s).

AGENCY DISCLOSURE:

Darren Schmidt of Oaktree Realty
Agent Printed Name Brokerage Firm
Is representing: ☒ Buyer(s) ☐ Seller(s) ☐ Both Parties ☐ Neither Party.

Darren Schmidt of Oaktree Realty
Agent Printed Name Brokerage Firm
Is representing: ☐ Buyer(s) ☒ Seller(s) ☐ Both Parties ☐ Neither Party.

APPOINTED AGENCY REPRESENTATION:

Appointed Agency ☐ does ☒ does not apply.

DUAL AGENCY REPRESENTATION (SIGN ONLY IF APPLICABLE):

Broker represents both Seller(s) and Buyer(s) of the Property involved in this transaction, which creates Dual Agency. This means that Broker and Agent(s) owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its Agent(s) are prohibited from advocating exclusively for either party. Broker cannot act as a Dual Agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

- (a) Confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared.
- (b) Broker and its Agent(s) will not represent the interest of either party to the detriment of the other; and
- (c) within the limits of Dual Agency, Broker and its Agent(s) will work diligently to facilitate the mechanics of the sale. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its Agent(s) to act as Dual Agent(s) in this transaction.

Buyer Signature Steven Mittldeier Date _____ Seller Signature City of Mandan Date _____

Buyer Signature Erica Mittldeier Date _____ Seller Signature _____ Date _____

RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement may be terminated at Buyer's option, by written notice to Seller(s). If such written notice is given, Seller(s) agrees, within two (2) calendar days of receipt of notice of termination, to sign and deliver to Buyer(s) a CANCELLATION OF PURCHASE AGREEMENT with return of earnest money, if any, to Buyer(s); provided, a refusal by Seller(s) to sign and deliver the CANCELLATION OF PURCHASE AGREEMENT shall not limit the effect of Buyer's decision to terminate the Purchase Agreement.

Buyer(s) Initials _____ Seller(s) Initials _____

325 **HOMEOWNER'S ASSOCIATION:** Is the Property subject to a Homeowner's Association? ☐ Yes ☒ No If "Yes," see
326 HOA/CONDO ASSOCIATION DISCLOSURE, as required by law.

327 Seller(s) agrees that any notices received by Seller(s) prior to closing will be forwarded to Buyer(s) immediately.

328 **DEBRIS/PERSONAL PROPERTY:** Unless otherwise agreed to in writing, prior to possession, Seller(s) agrees to remove
329 all debris and all personal property, not herein included. If Seller(s) fails to remove all debris and all personal property,
330 then Buyer(s) shall have the right to remove and dispose of all such remaining property, and Seller(s) shall be responsible
331 to reimburse Buyer(s) for all expenses incurred in such removal and disposal.

332 **DEFAULT:** If Seller's title is marketable or insurable and Buyer(s), contrary to this Purchase Agreement, fails, neglects
333 or refuses to complete the purchase by the closing date then, at Seller's option, either the earnest money shall be forfeited
334 to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to
335 ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to
336 estimate damages which will be suffered by Seller(s), and this Agreement thereupon shall be of no further binding effect;
337 **OR** Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific
338 performance of this Purchase Agreement.

339 If Seller(s), contrary to this Purchase Agreement, fails, neglects, or refuses to perform as agreed, Buyer(s) may demand
340 and pursue any and all remedies including, but not limited to, specific performance of this Purchase Agreement.

341 If the closing of this Property has not occurred by the designated closing date, then a breach of contract has occurred.
342 Buyer(s) and Seller(s) shall have the following options to reconcile the breach:

- 343 1) All parties shall sign an amendment with a new agreed upon closing date.
344 2) All parties shall sign a CANCELLATION OF PURCHASE AGREEMENT.
345 3) Either party shall have the option to give written notice of termination due to the default of the Purchase
346 Agreement and, as applicable, to pursue other available remedies.

347 A claim of either party for specific performance, or Seller's claim to the earnest money as liquidated damages, shall be
348 waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing or
349 CANCELLATION OF PURCHASE AGREEMENT or NOTICE OF TERMINATION OF PURCHASE AGREEMENT is
350 delivered. If Seller(s) does not deliver copies of documents evidencing Seller's commencement of legal proceedings to claim
351 the earnest money to Broker or to the entity as referenced in Line 34 who has possession of the earnest money within said
352 three (3) month time period, then that Broker or the entity shall be authorized to return the earnest money to Buyer(s),
353 free of any claim by Seller(s). Retention of earnest money in any Broker's or entity's trust account pending resolution of
354 the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other
355 remedies including, but not limited to, specific performance.

356 **DISCLOSURE OF SALE TERMS:** Buyer(s) and Seller(s) understand that after closing, the MLS may be notified of the
357 price and terms of the sale. Terms of the sale are recorded and may become public record.

358 **ADDITIONAL PROVISIONS:**

359 -Buyer is responsible for any costs associated with updating an abstract or owner's
360 title insurance policy, if buyer chooses.

361 -Buyer acknowledges that if the property has no direct access to city water or
362 sewer, buyer waives the right to demand such access and acknowledges that he seller
363 is under no obligation to provide such access.

364 -Contingent on existing east property line being moved 15 feet to the west along
365 with east property owners being in agreement with a replat and expenses incurred for
366 replat.

367 -Contingent on approval of proposed usage of property by the city of Mandan.

368 **ENTIRE AGREEMENT:** This Purchase Agreement, any attached exhibits, and any addendums or amendments signed
369 by the parties shall constitute the entire Purchase Agreement between Seller(s) and Buyer(s). There are no verbal or other
370 agreements which modify or affect this Purchase Agreement. This Purchase Agreement can be modified only in writing
371 signed by Seller(s) and Buyer(s). Buyer(s) may not assign this Purchase Agreement without Seller's written consent.

372 This Purchase Agreement is binding on Seller's heirs and assigns. It is understood that Listing Broker(s)/Listing Agent(s)
373 and Buyer(s) Broker(s)/Buyer(s) Agent(s) are acting as agents only in bringing Buyer(s) and Seller(s) together, that all
374 agreement(s) to be enforced between the parties are set forth in this Purchase Agreement, and that Broker(s) and Agent(s)
375 are not liable to either party for claimed statements or promises not in the Purchase Agreement or for the performance or
376 non-performance of any term or promise in this Purchase Agreement between the parties.

Buyer(s) Initials _____

Seller(s) Initials _____

377 **OTHER PROFESSIONAL SERVICES:** Seller(s) and Buyer(s) in this transaction acknowledge Broker(s) and Agent(s)
378 are being retained solely as a real estate Agent(s) and not as an attorney, lender, inspector, or appraiser, or any other
379 professional service provider. Seller(s) and Buyer(s) are advised to seek professional advice concerning any of these
380 additional matters.

381 **ELECTRONIC SIGNATURES:** The parties agree that the electronic signatures of either party on any document relating
382 to this transaction constitutes a valid and binding Agreement.

383 **CONTINUE TO SHOW:**

384 Seller(s) has the right to continue to offer the Property for sale for backup offers only.

385 ☐ **THIS IS A BACKUP OFFER.** See BACKUP OFFER ADDENDUM.

386 **TIME OF ESSENCE:**

387 Time is of the essence in this Purchase Agreement. This means that all completion dates are intended to be strict and
388 absolute.

389 References to time in this Purchase Agreement are based on ☐ **CT** ☐ **MT**.

390 References to “day” or “days” in this Purchase Agreement shall be construed as calendar days.

391 This Purchase Agreement shall remain available for acceptance by Seller(s), on or before _____ at
392 _____ ☐ **AM** ☐ **PM**, or until revoked by Buyer(s) prior to Seller’s acceptance.

393 **FINAL ACCEPTANCE:**

394 To be binding, this Purchase Agreement must be fully executed by both parties and acceptance must be communicated by
395 delivery of fully executed Purchase Agreement.

396 **Buyer(s):**

397 Buyer(s) is entering into this Purchase Agreement with the intent to Wholesale? ☐ **Yes** ☐ **No** If Yes, see WHOLESALING
398 ADDENDUM.

399 Buyer(s) agrees to purchase the Property for the price, terms, and conditions as set forth above. Buyer(s) has reviewed and
400 understands all pages of this Purchase Agreement.

401 _____
402 Buyer Signature **Steven Mittleder** Date _____ Buyer Signature **Erica Mittleder** Date _____

403 **Seller(s):**

404 Seller(s) accepts this Purchase Agreement. Seller(s) has reviewed and understands all pages of this Purchase Agreement.

405 ☐ **If checked, this Purchase Agreement is subject to attached COUNTEROFFER ADDENDUM.**

406 Seller’s signature(s) authorizes closing agent to obtain applicable mortgage information (i.e., mortgage balance, interest
407 rate, payoff and/or assumption figures, etc.).

408 **ALL SELLERS MUST SIGN.**

409 _____
410 Seller Signature **City of Mandan** Date _____ Seller Signature _____ Date _____

411 **THIS IS A LEGAL AND BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). BUYER(S) AND SELLER(S)**
412 **HAVE A RIGHT TO SEEK LEGAL AND TAX ADVICE.**

413 ☐ **If checked and initialed, Seller(s) rejects this offer. Seller(s) Initials** _____



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 21, 2026
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Shane O'Keefe
Amy Berger
Jim Neubauer
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider the second and final consideration of Ordinance No. 1481, Relating to On Call Pay.

STATEMENT/PURPOSE:

To approve the second and final consideration of Ordinance 1481, which would amend Section 20-6-10 of the Mandan Code of Ordinances to include a provision related to on-call pay.

BACKGROUND/ALTERNATIVES:

Various City departments rely on employees being available outside of their regular working hours when operational needs arise after hours. At this time, employees who are on call are compensated only if they are called in, and there is no additional compensation for the requirement to remain available and respond within a reasonable timeframe while on an on-call rotation. While this is not required, the City believes it is important to implement a more supportive approach for departments that schedule employees to be on call during after-hours periods, including evenings and weekends.

Introducing a flat daily stipend is a proactive step that recognizes the added responsibility of being on call and creates a consistent structure across departments. Adding this language to the ordinance gives clear authority for offering on-call pay and allows administration to establish procedures that support operational needs and provide a fair, predictable process for employees. If the ordinance is approved, administration will develop a procedure that will outline the following details:

Pay

On-call use is determined at the department level according to operational requirements. Non-exempt employees who are scheduled for on-call duty will receive a flat daily allowance for each day they are assigned to be on call.

Response Expectations

Employees must be able to arrive at their worksite within approximately 30 minutes when contacted, assuming normal conditions and safe, legal travel. While on call, employees are expected to remain fit for duty and follow all City of Mandan policies, including the Drug-Free Workplace Policy and any applicable drug and alcohol requirements.

Vehicle Use

To support timely response, an employee who is scheduled for on-call duty may be permitted to take a City vehicle home during their assigned week. This option is determined by the Department Director based on operational needs and availability.

Staff will finalize the on-call pay framework, including rates and operational details, through administrative review. For planning purposes, the framework is being evaluated using a planning estimate of approximately \$3 per hour of on-call time not worked, or about \$48 per day. Weekend considerations are also being evaluated. A \$20,000 budget allocation per department utilizing this, is requested to support anticipated on-call usage, averaging approximately \$384 per week per department.

Initially, this framework is anticipated to apply to the Streets, Utility, Water Treatment, and Wastewater Treatment departments that operate on a weekly on-call rotation. Sworn Police and Career Firefighters will be excluded from this ordinance, as they follow separate policies and procedures.

Departments will be responsible for developing and managing internal procedures related to on-call rotations, payroll reporting and tracking, and ongoing monitoring.

ATTACHMENTS:

1. Ordinance 1481 - On-Call Pay(30492169.1) (1)

FISCAL IMPACT:

The estimated annual cost is \$20,000 per department, for a total annual fiscal impact of \$80,000, allocated as follows:

Street Department: \$20,000

Funding Source: General Fund

Wastewater Treatment Plant (WWTP): \$20,000

Funding Source: Water & Sewer Utility Fund

Water Treatment Plant (WTP): \$20,000

Funding Source: Water & Sewer Utility Fund

Utility Department: \$20,000

Funding Source: Water & Sewer Utility Fund

The proposed on-call policy would be implemented in 2026. Adoption of this item will require an amendment to the 2026 budget to incorporate the above costs into the appropriate funds and departmental budgets.

STAFF IMPACT:

This change provides a more consistent and supportive structure for employees who rotate through on-call assignments. Staff who are scheduled for on-call duty will receive a flat daily stipend, which acknowledges the added responsibility of being available outside regular work hours.

LEGAL REVIEW:

Attorney Oster has reviewed the policy and drafted the attached ordinance.

RECOMMENDATION:

I recommend to approve Ordinance No.1481 along with the associated budget amendment, as presented.

SUGGESTED MOTION:

I move to approve Ordinance No.1481 along with the associated budget amendment, as presented.

ORDINANCE NO. 1481

An Ordinance to Amend and Re-enact
Section 20-6-10(b) of the Mandan Code of Ordinances
Relating to Compensation and On-Call Pay

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

Sec. 20-6-10. – Administration of salary plan.

(b) Compensation.

- (1) *New hire pay rate.* The minimum rate of pay for a grade shall be paid upon appointment to a position. Appointment at a rate above the minimum requires written justification submitted from the department director to the human resources director and the city administrator. Appointment at a rate above the minimum may be offered in exception and only with the consent of the human resources director and city administrator.
- (2) *Performance increases.* Subject to the level of municipal appropriations and the approval of the board, performance increases may be granted based upon a merit system. Appraisers will recommend to the human resources director employees for a performance increase. The human resources director will in turn forward the list of employees recommended for performance increases to the city administrator for final approval. Employees who have been promoted or demoted shall not be eligible for a merit increase until six months after the action was taken.
- (3) *Promotions.* Employees receiving a promotion shall receive at least a five percent increase or the minimum of the grade for the new position upon promotion. After the probationary period associated with the promotion is completed, the promoted employee may be considered for another salary increase, up to five percent.
- (4) *Cost of living adjustments.* Annually, the board of city commissioners may approve a dollar/percentage cost of living adjustment for equitable distribution among staff.
- (5) *Demotions.* If an employee is demoted, the rate of pay may be reduced to an amount within the applicable grade.
- (6) *Increase in responsibility.* A department director may submit written justification to the human resources director and city administrator for proposing a salary increase due to a position's increased responsibilities. The increase may be provided in exception and only with the consent of the human resources director, finance director, and city administrator.

- (7) *Temporary additional duty pay.* At times, a department may require temporary additional duty pay for a specific employee due to a short-term need. In the event this occurs, the department director will submit written justification to the human resources director and the city administrator. The temporary additional duty pay may be provided in exception and only with the consent of the human resources director, finance director, and city administrator.
- (8) *Market/equity adjustments.* A department director may justify a pay increase based upon internal salary parity (for example, as a result of compression or inversion) or external labor market parity. Any request for a market/equity adjustment must include written justification. If the justification is greater than ten percent, the adjustment must be approved by the board of city commissioners. If the justification is less than ten percent, the adjustment must be approved by the human resources director, finance director, city administrator, and mayor.
- (9) *Salary adjustments.* Occasionally, salary adjustments may be necessary for reasons not identified in sections (1) through (8) above. Proposed salary adjustments not identified above must be reviewed and approved by the finance director, human resources director, city administrator, and mayor.
- (10) *On-call pay.* Operational needs may require employees to be available outside of regular working hours. The city administrator and human resources director will establish procedures for assigning on-call status and administering on-call pay, as appropriate. Sworn Police Officers and Career Firefighters are excluded from this provision.

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

Attest:

James Neubauer, City Administrator

First Consideration: January 20, 2026

Second Consideration and Final Passage: February 3, 2026



City Commission

Agenda Documentation

MEETING DATE: February 3, 2026
PREPARATION DATE: January 26, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Update to Stormwater Design Manual and Ordinance

STATEMENT/PURPOSE:

To refine and adjust requirements of contractors, engineers, and landowners regarding drainage and stormwater in the City of Mandan.

BACKGROUND/ALTERNATIVES:

In January 2019, Houston Engineering, Inc. completed two memorandums related to the City of Mandan's stormwater management program. These memorandums were never officially adopted by the City. Over the last year, Houston has assisted the City in the implementation of the recommendations contained in the 2019 memorandums. This work included reviewing and revising the memorandums with City staff to incorporate changes that were either left over from the previous effort, or were necessitated by evolving regulations over the last six years. The officially adopted stormwater management ordinances and manual are 18 and 13 years old, respectively. It is imperative to align these documents with current best practices, as well as introduce quality-of-life improvements to the stormwater management review process.

ATTACHMENTS:

1. Stormwater Resolution Establishing Rates and Charges
2. Ordinance 1483 - Drainage and Stormwater Management

FISCAL IMPACT:

Along with the updates to the design manual and the ordinance, the fee schedule and civil penalties will be updated to the numbers below:

Stormwater Scoping Sheet \$50

Stormwater Management Plan – 1st Review \$250 Application

Subsequent Amendments \$150 Per Amendment

Inadequate Plan (returned) \$250 Resubmittal

Resubmittal - 2nd Review \$500 If revisions require additional review

Complex Reviews – 3rd Review or as required \$750 min, or actual consultant review cost

Violations (Offense)

Stormwater Management Plan 1st Offense Notice of Noncompliance

2nd Offense \$250/day until compliance

3rd Offense \$500/day until compliance

4th Offense or Emergency

Suspension/Revocation STOP WORK ORDER

Minium re-check period 5 days

Owner requested extension \$250/for a non-compliance extension period,
as determined by City Engineer

SWPPP (Erosion/Sediment Control -per site) 1st Offense Notice of Noncompliance

2nd Offense \$250/day until compliance

3rd Offense \$500/day until compliance

4th Offense or Emergency

Suspension/Revocation STOP

WORK ORDER

Minium re-check period 3 days

Owner extension request \$250/ for a non-compliance extension period
determined by City Engineer

Landowner or Land User in violation of Sec. 107-3-15. - Management of site vegetation
\$50 Fine

STAFF IMPACT:

Staff will need to become accustomed to new processes and standards, but this should ultimately simplify workflows.

LEGAL REVIEW:

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

RECOMMENDATION:

To adopt the new stormwater design manual and approve the rewritten stormwater ordinance.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1483, as presented.

Resolution Establishing Rates and Charges for services from the General Fund for the Engineering Department Stormwater Inspection and Review.

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to the provisions of the Mandan Municipal Code, that the following rates and charges are hereby established for services from the General Fund for the Engineering Department Stormwater Inspection and Review.

Type	Current Fee	New Fee
Stormwater Submittal		
Stormwater Scoping Sheet	\$-	\$50
Stormwater Management Plan		
1 st Review	\$300	\$250
Subsequent Amendments	\$-	\$150 (per amendment)
Inadequate Plan (Returned)	\$50	\$250
Resubmittal – 2 nd Review	\$50	\$500
Complex Reviews – 3 rd Review	\$-	\$750min (Actual Consultant Cost)
Violations (Offense)		
Stormwater Management Plan		
1 st Offense	\$-	\$-
2 nd Offense	\$-	\$250/day*
3 rd Offense	\$-	\$500/day*
4 th Offense or Emergency	\$-	Suspension/Revocation STOP WORK ORDER
Owner requested extension	\$-	\$250/for a non-compliance extension period as determined by City Engineer
SWPPP (Erosion/Sediment Control - per site)		
1 st Offense	\$-	\$-
2 nd Offense	\$25	\$250/day**
3 rd Offense	\$-	\$500/day**
4 th Offense or Emergency	\$-	Suspension/Revocation STOP WORK ORDER
Owner requested extension	\$-	\$250/for a non-compliance extension period as determined by City Engineer

*Minimum recheck 5 days

**Minimum recheck 3 days

BE IT FURTHER RESOLVED that the rates and changes for services from the General Fund shall be effective as of February 3rd, 2025.

Date this 20th day of January, 2025

President, Board of City Commissioners

Attest:

City Administrator

ORDINANCE NO. 1483

An Ordinance to Amend and Re-enact
Chapter 107 of the Mandan Code of Ordinances
Relating to Drainage and Stormwater Management

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

ARTICLE 1. – IN GENERAL

Sec. 107-1-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When inconsistent with the context, words used in the present tense include the future tense. Words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory, and the word “may” is always permissive:

Agricultural land use means the use of land for planting, growing, cultivating, and harvesting crops for human or livestock consumption and pasturing or yarding of livestock.

Appeals Committee for the purposes of this chapter consists of the City Administrator, City Planner, and Public Works Director or their designee.

Applicant means any person wishing to obtain a building permit, special use permit, zoning or subdivision approval, resulting in site alternations which in turn under this chapter require submittal and approval of a Stormwater Management Plan and/or an SWPPP.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (i.e., 100-year flood). The term “base flood” is also referred to as the regional flood.

Best Management Practice (BMP) are control measures taken to mitigate changes to both quantity and quality of urban runoff caused through changes to land use. Generally, BMPs focus on water quality problems caused by increased impervious surfaces from land development. BMPs are designed to reduce stormwater volume, peak flows, and/or nonpoint source pollution through evapotranspiration, infiltration, detention, and filtration or biological and chemical actions. BMPs also can improve receiving-water quality by extending the duration of outflows in comparison to inflow duration (known as hydrograph extension), which dilutes the stormwater discharged into a larger volume of upstream flow.

Board of City Commissioners means the governing body for the City of Mandan.

Certification Report is required when a project is complete to document that the facilities identified in an approved Stormwater Management Plan have been constructed, as approved or with revisions, and will function as intended. A Certification Report shall also be included as part of the Notice of Termination (NOT) to release an SWPPP Permit.

City means the City of Mandan including all lands within its city limits and its extraterritorial jurisdiction, unless otherwise noted.

City Engineer means the City Engineer of the City of Mandan or their designee.

Construction activity is defined by the current North Dakota stormwater discharge General Construction Permit NDR10-0000, including, but not limited to, a disturbance to the land that results in a change in topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater run-off, leading to soil erosion and movement of sediment into surface waters or drainage systems. Examples of a construction activity may include clearing, grading, filling, and excavating. Construction activity includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one (1) acre or more. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

Construction plans are engineered drawings detailing the size and character of the stormwater management facilities and overall site development. Construction plans are a required submittal to obtain SWPPP approval.

Control measure means a practice or combination of practices to control erosion and attendant pollution; see BMP definition.

Conveyance structure means a pipe, culvert, open channel, or other facility that transports runoff from one location to another.

County means Morton County.

County Commission means the Board of County Commissioners for Morton County.

County Engineer means the county engineer of Morton County or their designee.

Detention facility means a natural or manmade structure, including wetlands, for the temporary storage of runoff, which may contain a pool of water, or may be dry during times of no runoff. These facilities may be utilized to provide NPDES water quality compliance.

Developer means a person, firm, corporation, sole proprietorship, partnership, federal or state agency, or political subdivision thereof engaged in a non-agricultural land disturbance and/or land development activity.

Development property means lands and properties located within an approved stormwater management permit boundary or those in the process of being zoned or platted for urban uses.

E.P.A. means the United States Environmental Protection Agency.

Enforcement Officer means the City Engineer of the City of Mandan or their designee.

Erosion means any process that wears away at the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of man and nature.

Extraterritorial jurisdiction means the territorial authority of the City of Mandan, which may extend to all unincorporated land located within four miles of the corporate limits of the city, as authorized by the North Dakota Century Code.

FEMA means the Federal Emergency Management Agency.

Flood fringe means that portion of the floodplain outside of the floodway.

Floodplain means the areas adjoining a watercourse or water basin that have been or may be covered by a regional or base flood.

Floodplain management means regulating the nature and location of construction on, or other occupancy of, lands subject to inundation by floodwaters, so that foreseeable (probable) flooding damages will have an average annual risk smaller than some pre-selected amount. Floodplain management consists of technical and non-technical studies, policies, management strategies, statutes, and ordinances that collectively manage floodplains along rivers, streams, major drainageways, outfalls, or other conveyances. The federal government normally plays a major role in floodplain planning and management, whereas in urban stormwater management and design, local governments dominate the decision-making process.

Floodway means the channel of the watercourse, the bed of water basins, and those portions of the adjoining floodplains that are reasonably required to carry and discharge and provide water storage during a regional or base flood.

Hydric soils mean soils that are saturated, flooded, or covered by water long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile.

Hydrophytic vegetation means macrophytic plant life growing in water, soil, or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.

Illicit connection means a physical connection to the City’s MS4 that primarily conveys non-stormwater discharges other than uncontaminated groundwater into the MS4; or a physical connection not authorized or permitted by the City of Mandan, where a local authority requires authorization or a permit for physical connections.

Illicit discharge means any direct or indirect non-stormwater discharge to the storm drain system except water line flushing, landscape irrigation, diverted stream flows, rising groundwater, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation and footing drain water, air conditioning condensation, irrigation water, springs, water from crawl space pumps, stormwater management plan pump systems, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, street wash water, dye testing, and flows from firefighting or other discharges specified by the City to protect public health and safety.

Impervious Surface means any land cover that prevents rain or melting snow from soaking into the ground, such as roofs (including overhangs), streets, sidewalks, patios, driveways, and parking lots. For the purposes of this chapter, all road, driveway, or parking surfaces, including gravel surfaces, shall be considered impervious.

Land development activity means the construction or demolition of buildings, roads, parking lots, paved storage areas, and similar facilities.

Land disturbing activity means any manmade change of the land surface that may result in erosion, sedimentation, or a change in runoff including, but not limited to, removing vegetative cover, excavating, filling, and grading, but not including agricultural land uses such as planting, growing, cultivating, and harvesting of crops; growing and tending of gardens; and harvesting trees. Stormwater Management Plans are required for a disturbance area greater than 3,000 square feet.

Land user means any person operating, leasing, renting, or having made other arrangements with a landowner by which the landowner authorizes use of their land.

Landowner means any person holding title to, or having an interest in, land.

Local detention means detention provided to serve only the developing area in question and no areas outside of the development boundaries. The term “*local detention*” is also known as on-site detention and is operated and maintained by the property owner.

Local drainage system means the storm drainage system which transports the minor and major stormwater runoff to the major stormwater system, serving only the property within the development boundaries. The term “*local drainage system*” is also known as the on-site drainage system.

Major stormwater system means the portion of the total stormwater system that collects, stores, and conveys runoff that exceeds the capacity of the minor system. The major drainageways are

readily recognizable natural or improved channels that convey runoff that exceeds the capacity of the minor drainage system, including emergency overflow facilities. It transports the minor and major stormwater runoff and serves more than the area within the development boundaries. The major system is usually less controlled than the minor system and will function regardless of whether or not it has been deliberately designed and/or protected from encroachment, including when the minor system is blocked or otherwise inoperable. The major stormwater system is usually evaluated for the 100-year runoff event.

Management practice means a practice or combination of practices to control erosion and water quality degradation.

Minor stormwater system means the portion of the total drainage system that collects, stores, and conveys frequently occurring runoff, and provides a relief from nuisance and inconvenience. This system has traditionally been carefully planned and constructed and normally represents the major portion of the urban drainage infrastructure investment. Minor systems include roof gutters and on-site drainage swales, curbed or side swaled streets, stormwater inlets, underground storm sewers, open channels, and street culverts. Generally, the minor stormwater system is designed to accommodate the minor, or ordinary, storm recurring at regular intervals, generally from two to ten years.

Missouri River Setback is a distance inland from the ordinary high-water mark (i.e. sovereign land) required to provide a reasonable level of protection to structures constructed along the river associated with erosion or riverbank movement, established as follows:

- a) Structures on lots or tracts with stabilized banks, either stabilized by an existing Army Corps of Engineers structure or as permitted and approved by the Army Corps of Engineers, shall be set back a minimum of seventy-five (75) feet from the ordinary high-water mark of the Missouri River.
- b) All structures on lots or tracts without such approved stabilized banks shall be set back a minimum of one hundred (100) feet from the ordinary high-water mark of the Missouri River.
- c) Existing bank stabilization easements associated with federal structures shall not be modified or operation and maintenance provisions changed without written concurrence from the USACE and North Dakota Department of Water Resources, the grantee of the easement, and the City of Mandan.

Multiple-purpose facility means an urban stormwater facility that fulfills multiple functions, such as enhancement of runoff quality, erosion control, wildlife habitat, or public recreation, in addition to its primary purpose of conveying or controlling runoff.

Municipal Separate Storm Sewer System or “MS4” refers to a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditched, man-made channels, or storm drains):

- a) Owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district, or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act, that discharges to waters of the United States;
- b) Designed or used for collecting or conveying stormwater;
- c) Which is not a combined sewer; and
- d) Which is not part of a publicly owned treatment works (POTW) as defined by 40 C.F.R. 122.2.

Natural watercourse is a path with sufficient natural and accustomed flow of water to form and maintain a distinct and defined channel. It is not essential that the supply of water should be continuous or from a perennial living source. It is enough if the flow arises periodically from natural causes and reaches a plainly defined channel of a permanent character.

National Pollution Discharge Elimination System (NPDES) permit means any permit or requirement, enforced by the North Dakota Department of Water Quality, pursuant to the Clean Water Act, as amended, for the purposes of regulating stormwater discharge.

NDDEQ means the North Dakota Department of Environmental Quality.

Notice of Intent (NOI) means the Notice of Intent for coverage under the state NDPDES General Permit NDR04-0000 for stormwaters discharges from small municipal separate storm sewer systems (MS4s) governed by the North Dakota Department of Environmental Quality.

Notice of Termination (NOT) means notification to the City and/or the NDDEQ that all construction activities for a project have been completed and exposed soils have achieved final stabilization.

Notice of Transfer means notification to the City and/or the NDDEQ indicating that the responsibilities of the SWPPP have been transferred along with the transfer of a parcel of land.

Noncompliance fee means a monetary fee assessed to a developer, contractor, or landowner for violating this ordinance as part of the enforcement provisions noted herein.

On-site detention means detention provided to serve only the developing area in question and no areas outside of the development boundaries. The term “on-site detention” is also referred to as local detention.

Operations and Maintenance Manual Private (O&M Plan) is a document provided to the City Engineer upon completing private stormwater detention features constructed as part of an

approved Stormwater Management Plan. This document shall contain information related to the future system operation as well as routine or annual maintenance. Certificates of occupancy for a building may be withheld until the O&M Plan is approved. The City Engineer has the authority to enforce the O&M Plans and, if necessary, assess the cost for maintenance to the landowner and/or applicable management authority should such be ordered for noncompliance.

Outfall facility means any natural watercourse, channel, storm sewer, or other conveyance receiving water into which a stormwater facility or system discharges.

Outlet means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

Owner or occupant means any person owning or using a lot, parcel of land, or premises, and who pays for, and is legally responsible for, the payment of stormwater rates or charges made against the lot, parcel of land, building, or premises, if connected to the stormwater system, or who would pay or be legally responsible for such payment.

Permanent cover is considered a constructed impervious area or a minimum of 70% vegetative cover, which is used to determine if an Erosion Sediment Control Permit can be considered released or terminated.

Permanent development means any buildings, structures, landscaping, and related features constructed as part of a development project approved under a stormwater management plan.

Permanent facilities mean those features of a stormwater management plan which are part of any natural or constructed stormwater system that require periodic or minimal maintenance to retain their operational capabilities. The term “permanent facilities” includes, but is not limited to, storm sewers, infiltration areas, detention areas, channels, streets, etc.

Permittee means any person who applies for and receives an Erosion and Sediment Control Permit from the City through the state permit process.

Point of analysis means the location where run-off from development or redevelopment will be evaluated for compliance with the requirements of this chapter. In general, this will be the location where post-development flow rates must meet or be lower than the existing conditions rates and water quality BMPs have been provided. The point of analysis may be located downstream from the point of discharge(s). The point of analysis will be determined by the City Engineer. In practicality, there may be more than one point of analysis on each site or project location.

Point of discharge means a location where stormwater discharges from development or redevelopment into the public storm sewer system or other receiving waters. In practicality, there may be more than one point of discharge on a site or for a project.

Private drainage channel means a drainage channel on privately owned land or easements.

Private storm sewer system means a storm sewer or stormwater conveyance features located on privately owned land or easements.

Public drainage channel means a drainage channel located entirely within a naturally occurring or constructed watercourse on publicly owned land or easements.

Public storm sewer means a storm sewer located entirely within publicly owned land or easements.

Riverine set back means a defined distance between the top of a river or stream bank and a building or structure. The purpose is to provide flood and erosion protection for the structure, and a buffer zone from the river. All new structures must be located outside any regulatory floodways established through the FEMA mapping process. The maximum allowable gradient from the floodway boundary to the structure shall be 4 feet horizontally to 1 foot vertically.

Redevelopment means new construction on a site that has pre-existing uses. This represents a process of land development to convert the existing use to a different purpose that may or may not have an impact on surrounding properties.

Regional detention means detention facilities provided to serve an area outside the development boundaries. A regional detention site generally receives runoff from multiple stormwater sources and development sites. The term “*regional detention*” generally refers to a system typically operated and maintained by either the City or a larger development entity.

Regional flood means a flood that is representative of large floods known to have occurred generally in the state and characteristic of what can be expected to occur on an average frequency in the magnitude of a 100-year recurrence interval or a one (1) percent chance of occurring in any given year. The term “*regional flood*” is also referred to as the base flood.

Regulatory agency is a federal, state, or local governmental entity with jurisdictional authority over any actions taken under this chapter.

Retention facility means a natural or manmade structure that provides for the storage of stormwater runoff by means of a pool of water. These facilities may be utilized to provide for NDPDES water quality compliance.

Runoff means rainfall, snowmelt, dewatering, or irrigation water over the ground surface and into open channels, underground storm sewers, and detention or retention ponds.

Rural area means land outside of a defined city or town which is not associated with, or part of, a city or town and its extraterritorial jurisdiction.

Sediment means solid material or organic material that, in suspension, is being transported or has been moved by air, water, gravity, or ice, and deposited at another location.

Site means the entire area included in the legal description of the parcel or other land division on which the land development or land disturbing activity is proposed in the permit application.

Stabilize means to make the site steadfast or firm, minimizing soil movement by mulching and seeding, sodding, landscaping, concrete, gravel, or other measures.

Storm sewer means a pipe or conduit for carrying stormwater, surface runoff, street and wash waters, and drainage, excluding sewage and industrial wastes.

Stormwater means runoff generated by rainfall, snowmelt, and other surface drainage activities.

Stormwater Design Standards Manual (Manual) as adopted and amended by the City of Mandan, contains the principal standards and design criteria for complying with the City's stormwater management program. The Manual details criteria for hydrologic evaluations, the design of stormwater management system facility components, water quality protection standards, and requirements for easements and rights-of-way. The Manual also contains a discussion regarding operation and maintenance requirements, standard forms to be used, and references to standard construction details adopted by the City.

Stormwater detention means temporary storage of stormwater runoff in ponds, parking lots, depressed grassy areas, roof tops, buried underground tanks, etc., for future or controlled release that is used to delay and attenuate flow.

Stormwater easement provides authority to the entity to which it is granted the ability to convey stormwater runoff either on the surface or within a storm sewer through or within a defined area.

Stormwater management means the planned set of public policies and activities undertaken to regulate runoff under various specified conditions within various portions of the drainage system. It may establish criteria for controlling peak flows or runoff volumes, for runoff detention and retention, or for pollution control, and may specify criteria for the relative elevations among various elements of the drainage system. Stormwater management is primarily concerned with limiting future flood damage and environmental impacts due to development, whereas flood control aims at reducing the extent of flooding that occurs under current conditions.

Stormwater management criteria mean specific guidance provided to the engineer/designer to carry out drainage and stormwater management policies. An example might be the specification of local design hydrology, the design storm.

Stormwater Management Plan (SWMP) means a plan document detailing the stormwater runoff characteristics for a defined watershed or site development that defines the facilities required to manage or mitigate adverse impacts due to stormwater quality and quantity. This plan is required for a final plat and certain site plan approvals and must comply with the criteria contained in the Stormwater Design Standards Manual. Stormwater Management Plans are required for a disturbance area greater than 3,000 square feet.

Stormwater Management Plan Review Fee is a fee set by the City Engineer and approved by the City Commission on an annual basis. Its purpose is to recover the costs associated with the SMWP reviews, which may be adjusted based on staff review or needs via consultant.

Stormwater management system means physical facilities that collect, store, convey, and treat stormwater runoff in urban areas. These facilities normally include detention and retention facilities, streets, storm sewers, inlets, open channels and special structures, such as inlets, manholes, and energy dissipaters.

Stormwater retention means storage designed to eliminate subsequent surface discharge. Wet ponds are the most common type of retention storage, though wet ponds may also be used for detention storage and water quality treatment.

Stormwater Permit: See Erosion and Sediment Control Permit

Stormwater Program Coordinator means the City Engineer, or a duly authorized representative, who will administer the City's stormwater program, the NDPDES (MS4) permit, and oversee compliance and regulation of stormwater plans and permits issued by the City.

Stormwater Pollution Prevention Plan (SWPPP) means a plan document that describes land disturbing activities that uses Best Management Practices to protect the public and natural stormwater systems and is in conformance with the City of Mandan's MS4 NPDES Permit No. NDR040003 requirements. The City utilizes the State of North Dakota's NPDES General Permit NDR04-0000 for stormwater discharges from small municipal separate storm sewer systems (MS4s). The State's Notice of Intent (NOI) process for a SWPPP requirement is for sites more than one (1) acre in size, unless such disturbance is part of a larger development plan authorized under an existing North Dakota Stormwater Construction Permit. Sites greater than 3,000 square feet and less than one (1) acre are authorized via a SWPPP included in the Stormwater Management Plan application. The SWPPP contains a written description of the number, locations, sizes, and other pertinent information about best management practice methods designed to meet the requirements of this chapter. This plan shall be included in all Stormwater Management Plan applications for approval by the City, including those requiring a North Dakota Stormwater Construction permit.

Structure means anything manufactured, constructed, or erected, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

Undevelopable Lands are properties deemed by the City as being unsuitable for development of habitable structures due to various factors, including, but not limited to, topography, wetlands, unsuitable soils, floodway, environmentally sensitive areas, cultural resources, historic areas, or related concerns.

Unpolluted water means any water of quality equal to, or better than, the effluent criteria in effect. Water that would not cause a violation of receiving water quality standards and would not benefit by discharge into a sanitary sewer and wastewater treatment facilities is considered unpolluted.

Urban area means land associated with, or part of, a defined city or town. This chapter applies to urban or urbanizing, rather than rural, areas.

User means any person who discharges, causes, or permits the discharge of stormwater into the city's stormwater management system.

User fee means a fee levied on users of a stormwater management system for the user's proportionate share of the cost of operation and maintenance, including replacement, of such works.

Violation (offense) means site conditions or facilities that are determined to be noncompliant with either an approved Stormwater Management Plan (SWMP), an Erosion Control Sediment Control Permit, or any illicit discharges. Such violations are subject to civil penalties and fees as described in this ordinance, and as established by the City.

Watershed master plan means the plan that an engineer/designer formulates to manage urban stormwater runoff for a particular project, development, or drainage area. It typically addresses such subjects as characterization of the site development and grading plan; peak rates of runoff, flow duration, and runoff volumes for various return frequencies; locations, criteria and sizes of detention or retention ponds and conveyances; runoff control features; land parcels, easement locations, opinions of probable costs, measures to enhance runoff quality, salient regulations, and how the plan addresses them, and consistency with secondary objectives, such as public recreation, aesthetics, public safety, and groundwater recharge. It is usually submitted to regulatory officials for their review for adoption. These plans often include parcels of land that are not included in a specific project, which may be related or associate with future development within the master plan watershed.

Wetlands means lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this chapter, wetlands must have the following three attributes:

- (1) A predominance of hydric soils;
- (2) Are inundated or saturated by the surface or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and
- (3) Under normal circumstances, support the prevalence of such vegetation.

Sec. 107-1-2. - Purpose and policy.

This chapter sets forth uniform requirements for stormwater management systems within the City and its extraterritorial jurisdiction. It is the intent of the Board of City Commissioners that the requirements and standards contained in this chapter comply with all applicable state and federal laws. In the event of any conflict between the provisions of this chapter and the provisions of an erosion control, shoreland protection, floodplain ordinance, or other regulations adopted by the city, county, state or federal authorities, the more restrictive standard prevails. The objectives of this chapter are:

- (1) To promote, preserve, and enhance the natural resources within the City and its extraterritorial jurisdiction;
- (2) To protect and promote the health, safety and welfare of the people and property through effective stormwater management practices;
- (3) To protect the city's natural resources from adverse impacts occasioned by development or other activities;
- (4) To regulate land development and land disturbing or other activities that may have an adverse and potentially irreversible impact on water quality and environmentally sensitive lands;
- (5) To minimize conflicts and encourage compatibility between land disturbing and development activities and environmentally sensitive issues (i.e., land, water, habitat, etc.);
- (6) To require detailed review standards and procedures for land development activities proposed throughout the City and its extraterritorial jurisdiction, thereby achieving a balance between growth and development, and the protection of water quality;
- (7) To provide for the protection of surrounding or adjacent properties from water and wind erosion using Best Management Practices that meet the intended use; and
- (8) To provide for adequate stormwater system analysis and appropriate stormwater system design as necessary to protect public and private property, water quality, and existing natural resources. This chapter establishes and provides for the following stormwater management criteria:
 - a. Regulating development through issuance of Stormwater Management Plans, and Erosion and Sediment Control Permits, through enforcement of general stormwater drainage requirements throughout the City and its extraterritorial jurisdiction. It authorizes monitoring and enforcement activities and provides for establishing applicable fees for the equitable distribution of costs associated with the administration of the stormwater management program established in this chapter.
 - b. The regulation of, and the establishment of criteria for, public underground storm sewers, artificial and natural open channel, drainage systems, stormwater detention and retention ponds, and private stormwater drainage systems discharging into the public system.

- c. The regulation of development activities as they relate to managing stormwater volumes, rates of runoff, flow duration, water quality, and their subsequent impacts to downstream property and stormwater management facilities.
 - d. Provides for a stormwater management system user charge and the method for calculating charges for each user classification. Procedures for rate adjustments and annual review criteria are established.
 - e. Imposes civil penalties for violating the provisions of this chapter, and the orders, rules, regulations and permits issued under this chapter.
 - f. Applies in the City and its extraterritorial jurisdiction, and to persons outside the City who are, by contract or agreement with the City, users of the city stormwater management system. Except as otherwise provided in this chapter, the City Engineer shall administer, implement, and enforce the provisions of this chapter.
- (9) To comply with the requirements of the Municipal Separate Storm Sewer System (MS4) under the North Dakota Pollutant Discharge Elimination System (NDPDES).

Sec. 107-1-2.1 – Transfer of authority.

The Board of City Commissioners may, using a joint powers agreement, transfer the authority for the administration and/or enforcement of this chapter in the City's extraterritorial area to another entity.

Sec. 107-1-3 - Scope.

- (a) Every applicant for a building permit, subdivision approval, or permit to allow land disturbing activities must submit for approval a Stormwater Management Plan to the City Engineer, which must comply with the provisions of this chapter and the Stormwater Design Standards Manual (Manual). No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the Stormwater Management Plan, Erosion and Sediment Control Permit, or a waiver of the approval requirements has been obtained in strict conformance with the provisions of this chapter. In addition, no land disturbing activities shall start until the approvals and permits are issued and BMPs installed; otherwise the site is considered noncompliant and in violation of the ordinance.
- (b) Exemptions to the requirements of this section include:
 - a. Any part of a subdivision if a plat of the subdivision has been approved by the Board of City Commissioners and recorded with the recorder on or before the effective date of this chapter. An Erosion Control and Sediment Permit for land disturbing activities on such properties is still required, however, in accordance with this chapter;
 - b. Land disturbing activity involving the construction of a single-family or a two-family dwelling that is not part of a larger development;

- c. A parcel for which a building permit has been approved on or before the effective date of this chapter;
 - d. Installation of a fence, sign, telephone, and electric poles and other kinds of posts or poles; or
 - e. Emergency work to protect life, limb or property.
- (c) The City Engineer may waive any requirement of this chapter upon making a finding that compliance with the requirement will involve an unnecessary noneconomic hardship, and the waiver of such requirement will not adversely affect the standards and requirements set forth in Article 3 of this chapter. The City Engineer may require as a condition of the waiver, such dedication or construction, or agreement to dedicate, or to construct, as may be necessary to adequately meet the said standards and requirements. At the City Engineer's discretion, a waiver request maybe brought before the Board of City Commissioners for consideration, and approval or denial. At the request of a city commissioner, a waiver denied by the City Engineer may be brought before the Board of City Commissioners for reconsideration.
- (d) **Illicit Discharges Prohibited.** Illicit discharges, including dumping, into the public storm sewer system within the City or its extraterritorial area are prohibited. Such discharges are considered a violation of this ordinance and are subject to a fine or civil penalty under this chapter.

ARTICLE 2. - VIOLATIONS

Sec. 107-2-1. – Enforcement - Legal action.

If any person commences any land disturbing activities which result in increased stormwater quantity or stormwater quality degradation into the city stormwater management system, contrary to the provisions of this chapter, federal or state requirements or any order of the City, the City Engineer, building official, Code Enforcement Officer, or other designated agent of the City may commence action for appropriate legal and/or equitable relief. Actions available to the City include one or more of the following:

- (1) The City Engineer may assess a monetary penalty pursuant to the adopted noncompliance or violation fee schedule approved by the Board of City Commissioners.
- (2) A code enforcement action under Chapter 26 of the Mandan Code of Ordinances.
- (2) Action by the City to correct the problem and billing the property owner or assessing the property for the costs incurred by the City, including but not limited to legal, engineering, and administrative costs.
- (3) Action by the City to obtain an injunction and/or court order to cease and desist and remediate the problem.
- (4) Notice of the suspension or revocation of permits and/or inspections required for construction to continue.

Appeal. All decisions of the City Engineer related to violations of a stormwater management plan, SWPPP, or this chapter, or the issuance or non-issuance of the permits required by this chapter, may be appealed to the Appeals Committee, upon written notice of appeal filed within fifteen (15) days of issuance of the decision. If no appeal is filed within the timeline specified, the decision of the City Engineer is final. An appeal stays the City Engineer's decision unless the City Engineer declares the order to be an emergency and certifies to the Appeals Committee that a stay would cause imminent danger to life and property, in which case the decision may be stayed only by a restraining order from the Board of City Commissioners or a court of record.

Hearing. Upon receiving the notice of appeal, the Appeals Committee shall set a date for a hearing within thirty (30) days of receipt of the notice of appeal. Notice of the time and place for the hearing must be served upon the appellee by certified mail or in person not less than five (5) days prior to the hearing. Any applicant dissatisfied with an order the Appeals Committee issued pursuant to this section may request a hearing before the Board of City Commissioners by filing a written request for a hearing with the City Engineer within 15 days of receipt of the order, who shall inform city administration. The hearing must be held within 30 days of receipt of the request or as subject to the current meeting schedule, whereupon the Board of City Commissioners may affirm, modify, or rescind the order. A request for a hearing filed pursuant to this section does not stay the order while the hearing is pending.

Sec. 107-2-2. - Order to remove.

The discharge of deposited or eroded materials onto public rights-of-way or public storm sewer systems within the City shall be considered an offense and may result in an order to remove such materials. Removal of such materials shall be at the property owner's expense, based upon the properties from which the materials originated. The property owner shall be given three days after receiving notice to remove the materials. If such materials are not removed, they may be removed under the City Engineer's direction, and any associated costs shall be the responsibility of the property owner. Failure to comply with the City's order or pay the associated costs, within a specified period, will result in the property being assessed for the applicable costs.

Sec. 107-2-3. - Penalty.

A violation of an order of the City made in accordance with this chapter, or any failure to comply with any provision of this chapter and the orders, rules, regulations, and permits issued under this article, is an offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. The penalty amounts shall be consistent with the adopted noncompliance and violation fees (civil penalties).

The City Engineer shall annually provide to the Board of City Commissioner for its consideration and adoption a listing of monetary civil penalties, which shall be used by the City Engineer in the cases of non-compliance and violations of this ordinance.

Sec. 107-2-4. - Costs of damage.

Any person violating any of the provisions of this chapter or initiating an activity which causes a deposit, obstruction, or damage or other impairment to the City's stormwater management system is liable to the City for any expense, loss, or damage caused by the violation or the discharge. The City may bill the person violating this chapter the costs for any cleaning, repair or replacement work caused by the violation of stormwater discharge. As long as the bill remains unpaid, the City may refuse to approve any plan, issue any permit or certificate of occupancy for any project for which the person is a participant. The City reserves the right to assess the subject properties for the applicable expenses, pursuant to its authority.

Sec. 107-2-5. - City attorney's fees and costs.

In addition to the civil penalties provided in this article, the City may recover reasonable attorney fees, court costs, court reporter's fees, and other expenses of litigation by appropriate action against the person found to have violated this chapter or the orders, rules, regulations, and permits issued under this chapter.

Sec. 107-2-6. - Falsifying information.

Any person who knowingly makes any false statements, representations, or certification in any applicable record, report, plan, or other document filed or required to be maintained pursuant to this chapter, or stormwater management permit, or who knowingly falsifies, tampers with, or knowingly renders inaccurate any monitoring devices or method required under this chapter, shall be charged with a class B misdemeanor

ARTICLE 3. - STORMWATER MANAGEMENT PLAN

Sec. 107-3-1. - Contents of stormwater management plan.

The contents of the Stormwater Management Plan are outlined in the Stormwater Design Standards Manual and are subject to periodic review and revision by the City Engineer.

Stormwater management plan report. A written report discussing pre- and post-development hydrology and hydraulic analysis, erosion and sedimentation control during and after construction, protective measures for proposed and existing structures, and water quality concerns is required. The contents of the report shall be in accordance with the recommended format in the Stormwater Design Standards Manual (Manual). The City Engineer has the authority to enforce the design criteria as outlined in the Manual.

Sec. 107-3-2. - Application.

- (a) A written application for a Stormwater Management Plan approval, along with the proposed Stormwater Management Plan, shall be filed with the City Engineer. The application shall include a statement indicating the grounds upon which approval is requested, that the proposed use is permitted in the underlying zoning district, and adequate evidence showing the proposed use will conform to the standards set forth in this chapter. Prior to applying for

approval of a Stormwater Management Plan, it is recommended that the applicant have the Stormwater Management Plan reviewed by the applicable public agencies.

- (b) Three sets of legible copies of the drawings and required information shall be submitted to the City Engineer and shall be accompanied by a receipt from the City to document the payment of all required fees for processing and approval as set forth in the Stormwater Design Standards Manual. Plans shall be prepared on a scale appropriate to the site of the project and suitable for the review to be performed.

Sec. 107-3-3. - Fees.

All applications for a Stormwater Management Plan approval shall be accompanied by a processing, approval, and review fee schedule established by the City Engineer and adopted by resolution of the Board of City Commissioners. The City Engineer shall annually provide to the Board of City Commissioners, for its consideration and adoption, a listing of review fees and civil penalties associated with violations of this ordinance.

Sec. 107-3-4. - Plan review process.

- (a) Stormwater management plans meeting the requirements of this article shall be submitted to the City Engineer for review and compliance with the standards of this article. The City Engineer shall approve, approve with conditions, or deny the stormwater management plan. If a particular stormwater management plan involves a complex application or has the potential for significant controversy, the City Engineer or the applicant may bring the proposed stormwater management plan before the Board of City Commissioners for consideration and public comment. The City Engineer, after determining technical assistance is required to review any application, or a complex application, may retain an outside consultant to conduct a peer review. The cost to review complex applications shall be borne by the applicant, pursuant to the annual fee schedule adopted by the City, or using an hourly fee schedule provided by the review consultant and approved by the City Engineer.
- (b) Any watershed having any portion located within the city limits or its extraterritorial jurisdiction shall have any land disturbing activity regulated by the City and this chapter.

Sec. 107-3-5. - Duration of plan.

Approval of any Stormwater Management Plan submitted under the provisions of this chapter shall expire one year after the date of approval, unless construction has commenced in accordance with the plan or unless documentation has been provided showing work is proceeding with design toward implementation. However, if, prior to the expiration of approval, the applicant makes a written request to the City Engineer for an extension of time to commence construction, setting forth the reasons for the requested extension, the City Engineer may grant one extension of not greater than one single year. Receipt of any request for an extension shall be acknowledged by the City Engineer within 15 days. The City Engineer shall decide whether to grant the requested extension within 30 days of receipt of the request. Any plan may be revised in the same manner as originally approved. Any denied application may be resubmitted with additional information

addressing the concerns contained within the denial. The resubmittal is subject to all applicable fees and shall be considered as a new application.

Sec. 107-3-6. - Conditions placed on approval.

A Stormwater Management Plan may be approved subject to compliance with conditions reasonable and necessary to ensure that the requirements contained in this chapter are met. Such conditions may, among other matters, relate to the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, stage the work over time, require alteration of the site design to ensure buffering, require the acquisition of certain lands or easements, and require the conveyance to the City or other public entity of certain lands or interests therein. The City Engineer may specify special requirements for specific watersheds within the City and its extraterritorial jurisdiction. The nature of these requirements will be subject to the unique environmental and natural resource environment of each sub-watershed. Approval of the plan shall bind the applicant to perform all the conditions and requirements of the plan prior to any land disturbing activities.

Sec. 107-3-7. - Approval standards.

- (a) This section describes approval standards against which proposed stormwater management plans will be measured. A Stormwater Management Plan which fails to meet the standards contained in this section shall not be approved by the City Engineer or the Board of City Commissioners. Other standards, such as state and federal standards, shall also apply. If two standards of different agencies conflict, the more restrictive standard shall apply.
- (b) It shall be the responsibility of the applicant to obtain any required permits from other governmental agencies having jurisdiction over the work to be performed. Typically, such agencies include, but are not limited to, the county water resource district, county engineer's office, department of water resources and state engineer's office, state department of transportation, state health department, state department of waters quality, state historical preservation officer, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and possibly others. In addition to this chapter, the applicant is responsible for adhering to the requirements of this Code, including all zoning regulations applicable to development projects and all regulations governing the subdivision of land.

Sec. 107-3-8. - Stormwater Design Standards Manual.

The Stormwater Design Standards Manual (Manual), as adopted and amended by the City, contains the principal standards and design criteria for developing an effective and acceptable Stormwater Management Plan. The Manual contains an overview of the City's stormwater management policy and design objectives, as well as a discussion of the contents of stormwater management plans submitted to the City Engineer for approval. The Manual contains detailed criteria for hydrologic evaluations, the design of stormwater management system facility components, water quality protection standards, instructions for the development of an erosion and sedimentation control plan, and requirements for easements and rights-of-way. The Manual also

contains a discussion regarding operation and maintenance requirements, standard forms to be used, and references to standard construction details adopted by the city.

Stormwater management plans submitted in a format deemed inadequate based on that designated in the Manual, will be returned without review and will be charged a resubmittal fee, if revised and resubmitted. Those found in noncompliance will be returned with comments regarding identified deficiencies and will be charged a resubmittal fee when the revisions are provided.

Sec. 107-3-9. - Models; methodologies; computations.

Hydrologic models and design methodologies used to determine runoff conditions and to analyze stormwater management structures and facilities shall be approved in advance by the City Engineer or as stated in the Manual. All stormwater management plans, drawings, specifications, and computations for stormwater management facilities submitted for review shall contain a validated seal and be signed by a professional engineer registered in the state. This requirement will be met as part of the properly completed stormwater management plan report, as described in the stormwater design standards manual.

Sec. 107-3-10. - Construction plans and specifications.

- (a) The construction plans and specifications prepared for the construction of the stormwater management facilities must:
 - (1) Be consistent with the stormwater management plan approved by the City Engineer.
 - (2) Be in conformance with the requirements of the City of Mandan Municipal Specifications and any other necessary permits issued by other governmental agencies.
 - (3) Be sealed and signed by a professional engineer registered in the state.
 - (4) Be submitted to the City Engineer for approval.
- (b) No construction may commence until approval of the construction plans and specifications has been received.
- (c) The set of construction plans, in a format acceptable to the City Engineer, shall contain a drawing delineating the erosion and sedimentation management plan, including details of silt fences, storm drain inlet protection, and other construction erosion control facilities. The construction specifications shall contain technical specifications describing erosion, sedimentation, and water control requirements during and after construction operations.

Sec. 107-3-11. - Construction activities.

Construction operations must at a minimum comply with the following requirements:

- (1) *Site dewatering.* Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, up flow chambers, hydro-cyclones, soil concentrators, or other appropriate controls as deemed necessary. Water may not be discharged in a

manner that causes erosion, sedimentation, or flooding on the site, the receiving channels, or any wetland.

- (2) *Waste and material disposal.* All waste and unused building materials, including garbage, debris, cleaning wastes, wastewater, toxic materials, or hazardous materials, shall be properly disposed of offsite and must not be carried by runoff into a receiving channel, storm sewer system, or wetland.
- (3) *Tracking management.* Each site shall have roads, access drives, and parking areas of sufficient width, length, and surfacing to prevent sediment from being tracked onto public or private roadways. Any material reaching or placed on a public or private road shall be removed, not by flushing, before the end of each workday.
- (4) *Water quality protection.* The construction contractor shall be required to control oil and fuel spills and the discharge of any chemicals to prevent such spills or discharges from entering any watercourse, sump, sewer system, water body, or wetland.
- (5) *Site erosion and sedimentation control.* Construction operations must include erosion and sedimentation control measures meeting accepted design criteria, standards, and specifications contained in the Manual.
- (6) *Downspouts.* All downspouts from new construction shall be connected to a storm sewer system or extended on the surface to an impervious area (e.g., paved street) or an established watercourse to avoid erosion on unvegetated landscape areas (e.g., newly topsoiled residential yards and boulevards).

Sec. 107-3-12. - Criteria for permanent facilities.

Stormwater control facilities included as part of the final design for a permanent development shall be addressed in the stormwater management plan and shall meet the following criteria:

- (1) *Pre-construction versus post-construction hydrological response of site.* An applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage increased runoff so that the two (2) year, ten (10) year and one hundred (100) year storm peak discharge rates existing before the proposed development shall not be increased, and accelerated channel erosion will not occur because of the proposed land disturbing or development activity. In lieu of the installation or construction of stormwater management facilities, an applicant may make an in-kind or monetary contribution for the development and maintenance of regional stormwater management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant. The City Engineer shall establish this in-kind fee based upon an approved master plan and an analysis of drainage and flood protection benefits provided to property directly impacted by the regional stormwater management facilities.
- (2) *Redevelopment sites.* New construction on a site with pre-existing uses with the purpose of converting these properties to a different use shall comply with all elements of subsection (1) of this section. In addition, if a site review identifies existing stormwater

runoff concerns, the City Engineer may require additional controls to reasonably alleviate these concerns, focusing only on predevelopment site conditions.

- (3) *Natural features of the site.* The applicant shall give special consideration to reducing the need for stormwater management facilities by incorporating the use of natural topography and land cover, such as wetlands, ponds, natural swales, and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of these natural features.
- (4) *Stormwater management strategies.*
 - a. The following stormwater management practices shall be investigated in developing a stormwater management plan:
 1. Natural infiltration of precipitation and runoff on site, if suitable soil and geological conditions are available. The purpose of this strategy is to encourage the development of a stormwater management plan that encourages natural infiltration. This includes providing as much natural or vegetated area on the site as possible, minimizing impervious surfaces and directing runoff to vegetated areas rather than to adjoining streets, storm sewers and ditches.
 2. Flow attenuation through using open vegetated swales and natural depressions.
 3. Stormwater detention facilities.
 4. Stormwater retention facilities, on a case-by-case basis.
 - b. A combination of successive practices may be used to achieve the applicable minimum control requirements specified in the four strategies in subsection 4(a) of this section. Justification shall be provided by the applicant for the method selected.
 - c. The use of infiltration as a means to control runoff volumes or peak flows may only be considered if a geotechnical review indicates no adverse impacts will occur to groundwater or adjoining properties.
- (5) *Adequacy of outlets.* The adequacy of any outlet, used as a discharge point for proposed stormwater management facilities, must be assessed and documented to the satisfaction of the City Engineer. The hydraulic capacities of downstream natural channels, reaches, storm sewer systems, or streets shall be sufficient to receive post-development runoff discharges and volumes without causing increased property damage or any increase in the established base floodplain elevation. If a floodplain or floodway has not been established by the Federal Emergency Management Agency, then the applicant shall provide a documented analysis and estimate of the base flood elevation as certified by a professional engineer registered in the state. In addition, projected velocities in downstream natural or manmade channels shall not exceed that which is reasonably anticipated to cause erosion unless protective measures acceptable to the City Engineer are approved and installed as part of the stormwater management plan. The assessment of outlet adequacy shall be included in the stormwater management plan and shall be certified by a professional engineer registered in the state.

- (6) *Runoff volume.* In cases where the outfall consideration in subsection 5 of this section determines that an increase in runoff volume could adversely impact downstream properties, special considerations must be made to limit or prevent the proposed increases. Such impacts could include, but are not limited to, discharges into a closed basin and/or wetland, or overland flows where the runoff passes through very slowly resulting in excessive infiltration.
- (7) *Stormwater detention/retention facilities.* Stormwater detention or retention facilities proposed to be constructed in the stormwater management plan shall be designed according to the most current technology, as reflected in the Stormwater Design Standards Manual.

Sec. 107-3-13. - Operation, maintenance and inspection.

All stormwater management facilities shall be designed to minimize the need for maintenance, to provide access for maintenance purposes, and to be structurally sound. All stormwater management facilities shall have a plan of operation and maintenance that ensures continued effective removal of pollutants carried in stormwater runoff. The City Engineer may inspect all stormwater management facilities at any time. Inspection records will be kept on file at the City Engineering department. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the stormwater management facilities for inspection and maintenance purposes. The City Engineer shall retain enforcement powers for assuring adequate operation and maintenance activities through permit conditions and civil penalties for noncompliance orders.

The owner of private detention/retention facilities is required to provide an Operations and Maintenance Plan as part of their Certification Report, and retain records associated with their routine and annual inspections, including all repairs, general maintenance, and system operations. The plan shall include full access to the City Engineer for compliance inspections and the ability to review related records.

Sec. 107-3-14. - Easements and bonds.

Easements or performance bonds may be required as conditions to the issuance of a Stormwater Management Plan or a SWPPP Permit. Any performance bond must equal 110 percent of the estimated project costs.

Sec. 107-3-15. - Management of site vegetation.

The applicant shall provide for the installation and maintenance of vegetation on development property in accordance with the following criteria:

- (1) *Use of impervious surfaces.* No person shall apply fertilizer to or deposit grass clippings, leaves, or other vegetative materials on impervious surfaces, or within stormwater drainage systems with impervious liners or conduits.

- (2) *Unimproved land areas.* Except for driveways, sidewalks, patios, areas occupied by structures, or areas which have been improved, all areas shall be covered by plants or vegetative growth.
- (3) *Use of pervious surfaces.* No person shall deposit grass clippings, leaves, or other vegetative materials, with the exception of normal mowing or weed control, within natural or manmade drainageways, wetlands or within wetland buffer areas.

Any landowner or land user who violates subsections 1 or 3 of this section shall be guilty of an offense under this chapter, and subject to applicable civil penalties or fees.

Sec. 107-3-16. - Plan applicability.

A plan issued under this chapter runs with the land and is a condition of plat or site plan approval. Any owner or subsequent owner of any parcel within the plat or the site must comply with the plan or any approval, revision, or future modification.

ARTICLE 4. - LAND DISTURBING ACTIVITIES

Sec. 107-4-1. - Prohibited activities.

It is unlawful to initiate land development, land disturbing, or other activities which result in an increase in stormwater quantities, degradation of stormwater quality, or restriction of flow in any storm sewer system, open ditch or natural channel, stormwater easement, water body, or wetland outlet within the jurisdiction of the city, without having first complied with the terms of this chapter.

Sec. 107-4-2. - SWPPP Permits.

- (a) *Mandatory permits.* Any person proposing a development or project which involves land development, land disturbing, or other activities as defined in this chapter, shall obtain an SWPPP Permit, as part of their Stormwater Management Plan approval, before initiating such activities. The following subsections apply even in cases in which a Stormwater Management Plan waiver may be granted.
- (b) *Permit application.* All persons subject to compliance with the requirements for a mandatory permit shall complete and file, with the City Engineer, an application in the form prescribed by the City Engineering department and accompanied by a fee established by the City Engineer and adopted by the Board of City Commissioners. The permit application shall accompany the Stormwater Management Plan as prescribed under this chapter. The City Engineer will evaluate the data furnished as part of the Stormwater Management Plan and may require additional information. After evaluation and acceptance of the Stormwater Management Plan, the City Engineer may issue an SWPPP Permit, subject to any terms and conditions deemed necessary.
- (c) *Permit conditions.* SWPPP Permits are issued subject to all provisions of this chapter and all other applicable regulations, user charges, and fees established by the City. Permits may contain any of the following conditions:

- (1) The user fee for a stormwater outlet utilizing a regional stormwater management facility;
 - (2) Limits on the maximum rate of stormwater discharge;
 - (3) Limits on water quality degradation of stormwater discharge;
 - (4) Requirements for the ownership, installation, operation, and maintenance of stormwater detention/retention facilities;
 - (5) Compliance schedule;
 - (6) Requirements for notification to and acceptance by the City Engineer of any land disturbing activities which have the potential for increasing the rate of stormwater discharge resulting in degradation of stormwater quality; and
 - (7) Other conditions as deemed appropriate by the City Engineer to ensure compliance with this chapter.
- (d) *Permit duration.* Permits must be issued for a fixed period specified by the City Engineer. The applicant shall apply for permit renewal a minimum of 90 days prior to the expiration of the applicant's existing permit. The terms and conditions of a permit are subject to modification by the City Engineer during the term of the permit as set forth in subsection (e) of this section.
- (e) *Permit modification.*
- (1) Permits may be modified by the City Engineer for just cause upon 30 days' notice. Just cause shall include, but is not be limited to:
 - a. Promulgation of a new applicable nationwide permit standard;
 - b. Changes in the requirements of this chapter;
 - c. Changes in the process used by the permittee or changes in discharge rate, volume, or character; and
 - d. Changes in the design or capability of receiving stormwater facilities.
 - (2) The applicant must be informed of any proposed changes in the permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
- (f) *Permit amendments.* SWPPP Permits may be amended only by a written request submitted by the permittee to the City Engineer. This request shall contain the reason for the change and documentation related to any additional impacts which may result from amendment approval. Amendment requests submitted prior to issuance of a permit shall be considered part of the original submittal. Amendment requests filed after permit approval shall be considered and reviewed under the same procedures and guidelines as used for the original permit applications under this chapter.
- (g) *Permit transfer.* A permit runs with the property it covers and may be transferred to new owners in its entirety or by parcel, with each parcel being subject to the permit and any conditions which apply to that parcel. Permits shall be terminated only after completing all construction and after a Certification Report has been provided to the City Engineer. Permits

may not be transferred if the permit has been suspended due to noncompliance or if the property is the subject of civil penalties or fees.

- (h) *Monitoring facilities.* The City Engineer may require the applicant to provide and operate, at the applicant's expense, a monitoring facility to allow inspection, sampling, and flow measurements of each stormwater facility component. Where possible, the monitoring facility shall be located on the property of the applicant, as opposed to on public rights-of-way. Ample room must be allowed for accurate flow measuring and sampling, and the facility shall be kept in a safe and proper operating condition.
- (i) *Inspection.* The City Engineer may inspect the stormwater management facilities of any permittee to determine compliance with the requirements of this chapter. A permittee shall allow the City Engineer to enter upon the premises at all reasonable hours for the purpose of inspection, sampling, or record examination. The City Engineer may place equipment on the permittee's premises as required for the purpose of collecting samples and flow recording.

Sec. 107-4-3. - Final Stormwater Management Plan.

Upon completion of all required construction activities, the permit applicant shall submit to the City Engineer the final stormwater management plan to document any changes to the original stormwater management concept. The final stormwater management plan shall contain record drawings showing the final configuration for all improvements as constructed. The final stormwater management plan and record drawings shall be certified by a professional engineer registered in the state as part of the required Certification Report.

Sec. 107-4-4. - Notification of violation.

Whenever the City Engineer finds that any person is not in compliance with the SWPPP or Stormwater Management Plans and/or any conditions or any prohibition, limitation, or requirement contained in this chapter, the City Engineer shall serve, either in person, by email, or first-class mail, a written notice stating the nature of the violation along with any applicable fees and civil penalties. Within 30 days of the date of the notice, unless a shorter time frame is set by the City Engineer due to the nature of the violation, a plan for the satisfactory correction thereof must be submitted to the City Engineer. The City Engineer in a timely manner shall review the plan submitted and either approve or reject it.

Sec. 107-4-5. - Emergency suspension of permits.

- (a) The City Engineer may, for cause, order the suspension or stopping of work on a project including the Stormwater Management Plan or SWPPP permit of a person or parcel owner when it appears to the City Engineer that an actual or threatened discharge presents or may present an imminent or substantial danger to the health or welfare of persons downstream, substantial danger to the environment, or a violation of any permit conditions imposed by this chapter. If any person is notified of the suspension action and/or a person fails to comply voluntarily with the suspension order, the City Engineer shall commence whatever steps are necessary to obtain compliance, including judicial proceedings. If the violation creates an immediate threat to the public health, safety, or welfare, the City Engineer may order an

immediate stop to all work on site and arrange for a contractor hired by the City to effect emergency mitigation efforts. Any cost incurred by the City shall be billed to the owner of the property and assessed to the property if the bill is left unpaid. The City Engineer may reinstate the permit upon proof of compliance with all permit conditions.

- (b) Whenever the City Engineer orders the suspension of a Stormwater Management Plan or an SWPPP Permit pursuant to the emergency provisions of this section, the City Engineer shall serve notice on the permittee personally or by first class mail and/or electronic mail (e-mail). The permittee has the right to an informal hearing before the City Engineer upon request made in writing and filed with the City Engineer. The informal hearing must be held within five days of the request. Following the hearing, the City Engineer may affirm, modify, or rescind the order. Any appeal of the City Engineer's final determination may be filed with the Appeals Committee as defined in this chapter, who will affirm, modify, or rescind the order of the City Engineer.
- (c) Any applicant dissatisfied with an order the Appeals Committee issued pursuant to this section may request a hearing before the Board of City Commissioners by filing a written request for a hearing with the City Engineer within 15 days of receipt of the order, who shall inform city administration. The hearing must be held within 30 days of receipt of the request or as subject to the current meeting schedule, whereupon the Board of City Commissioners may affirm, modify, or rescind the order. A request for a hearing filed pursuant to this section does not stay the order while the hearing is pending.

Sec. 107-4-6. - Revocation of permit.

A stormwater management permit may be revoked following notice and an opportunity for a hearing. The Board of City Commissioners may revoke a stormwater management permit for cause, including, but not limited to:

- (1) Violation of any terms or conditions of the stormwater permit;
- (2) False statements on any required reports;
- (3) Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts; or
- (4) Any other violation of this chapter or related ordinance.

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

Attest:

James Neubauer, City Administrator

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