CITY OF MANDAN
WHERE THE WEST BEGINS

# AGENDA
## CITY COMMISSION
## FEBRUARY 17, 2026
## ED “BOSH” FROEHLICH MEETING ROOM
## MANDAN CITY HALL
## 5:00 PM
## WWW.CITYOFMANDAN.COM

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*The public may access the LIVE meeting at:*

| | |
|---|---|
| ***Watch & Listen*** | ***Listen*** |
| *Government Access (Midcontinent) cable channels 2 & 602 HD Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or Apple TV* | *Radio Access 102.5 FM RadioAccess.org* |
| ***Dial:*** *+1 312 626 6799* | ***Web:*** *https://us02web.zoom.us/j/81426957161* |

**A. ROLL CALL**

1. Roll call of all City Commissioners

**B. THE PLEDGE OF ALLEGIANCE**

**C. ANNOUNCEMENTS**

1. *Project Updates*

**D. PUBLIC COMMENT**

**E. APPROVAL OF AGENDA**

**F. MINUTES**

1. Consider approval of the February 3, 2026 Board of City Commission Meeting Minutes

2. Consider approval of the February 3, 2026 State of the Cities Quorum Minutes

3. Consider approval of the February 10, 2026 North Dakota Department of Transportation's Memorial Highway Phase I Business Owner Update Meeting Minutes

**G. PUBLIC HEARING**

**H. BIDS**

**I. CONSENT AGENDA**

1. Consider Abatements

a. City of Mandan Abatements

2. Consider a minor plat for Midway 17th Addition

3. Consider acceptance of the High Intensity Drug Trafficking Area (HIDTA) grant

4. Consider acceptance of State Water Commission funding related to Mandan Proper preliminary engineering

5. Consider approval to allocate Asset Forfeiture Funds to upgrade the Police Mountain Bike Program to E-Bikes

6. Consider approval of Airport Maintenance Worker I Job Description

7. Consider approval of Monthly Bills

**J. OLD BUSINESS**

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

**K. NEW BUSINESS**

1. Consider applications for BUILD Grants

a. Mandan Proper

b. Mckenzie Drive Extension

**L. RESOLUTIONS AND ORDINANCES**

1. Consider the Bond Resolution for $4,491,000 Water Revenue Bond, Series 2026 (Lead Service Line Replacement Project)

**M. OTHER BUSINESS**

**N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS**

- Tuesday, March 3, 2026 at 5:30 p.m.
- Tuesday, March 17, 2026 at 5:30 p.m.
- Tuesday, April 7, 2026 at 5:30 p.m. (Board of Equalization at 7 p.m.)

**O. ADJOURN**

The Mandan City Commission met in regular session at 5:30 PM on February 3, 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, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Fire Chief Bitz, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Sand.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Visit Mandan Highlight 2026 Video*.

2. *Career and Technical Education Month Proclamation*. DECA member, Bryanna Santiago Davila, presented.

3. *Zoning Code Rewrite Update*. City Administrator Neubauer presented.

4. *Project Updates*. City Engineer Wigness presented.

D. PUBLIC COMMENT There was one comment related to the proposed special assessment district 242 received from Donovan Kruger prior to the meeting.

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

F. MINUTES

1. *Consider approval of the January 20, 2026 Board of City Commission Meeting Minutes*. Commissioner Sjoberg moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA Commissioner Rohr moved and Commissioner Sjoberg seconded to approve items 1-8, including all subitems. Roll Call vote: Aye 5, Nay 0. The motion passed.

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)*. City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the resolutions necessary to create Street Improvement District 242, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

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)*. City Engineer Wigness, and DelRon Peters and Ben Haecherl with HDR presented. Commissioner Braun moved and Commissioner Heinsohn seconded to approve HDR's peer review report, and authorize the solicitation of professional services for the Waste Water Treatment Plant update project. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider an offer on a City-owned lot Parcel No. 65-6102835*. City Administrator Neubauer presented. Commissioner Braun moved and Commissioner Sjoberg seconded 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. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Second and final consideration of Ordinance No. 1481, relating to On Call Pay*. Public Works Director O'Keefe presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve Ordinance No.1481 along with the associated budget amendment, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Second and final consideration of Ordinance No. 1483 Stormwater Rewrite*. City Engineer Wigness presented. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the second 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 17, 2026 at 5 p.m.*
- *Tuesday, March 3, 2026 at 5:30 p.m.*
- *Tuesday, March 17, 2026 at 5:30 p.m.*

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O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:20 p.m.

| | |
|---|---|
| James Neubauer<br>City Administrator | James Froelich<br>Board of City Commissioners |

A quorum of city commissioners was present for the Bismarck Mandan Chamber EDC's State of the Cities event at Bismarck Event Center in Bismarck, ND on Feb. 3, 2026. Commissioners present were Froelich, Heinsohn and Rohr. Also in attendance was Administrator Neubauer, Fire Chief Bitz, Police Chief Ziegler, Business Development & Communications Director Cermak, Communications Specialist Schmidt, Public Works Director O'Keefe, Computer Information Systems Manager Mischel, and Administrative Assistant Newman.

Mayor Froelich presented on the State of Mandan. No action was taken. The event concluded at 10:30 a.m.

James Neubauer
City Administrator

James Froelich, President
Board of City Commissioners

A quorum of city commissioners was present for the North Dakota Department of Transportation's Memorial Highway Phase I Business Owner Update Meeting at Midway Lanes in Mandan, ND on Feb. 10, 2026. Commissioners present were Froelich, Sjoberg and Rohr.

North Dakota Department of Transportation Director Ron Henke presented on the Phase I Update and future plans. No action was taken. The event concluded at 12:00 p.m.

James Neubauer
City Administrator

James Froelich, President
Board of City Commissioners

CITY OF MANDAN
WHERE THE WEST BEGINS

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** January 27, 2026
**SUBMITTING DEPARTMENT:**
**DEPARTMENT DIRECTOR:**
**PRESENTER:**
**SUBJECT:**

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**STATEMENT/PURPOSE:**

**BACKGROUND/ALTERNATIVES:**

**ATTACHMENTS:**
None

**FISCAL IMPACT:**

**STAFF IMPACT:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** January 27, 2026
**SUBMITTING DEPARTMENT:** Assessing Department
**DEPARTMENT DIRECTOR:** Kimberly Markley
**PRESENTER:** Kimberly Markley, City Assessor
**SUBJECT:** City of Mandan Abatements

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**STATEMENT/PURPOSE:**
To consider 2025 Applications for Abatements for reduced valuation for parcels 65-6109401 & 65-5784100 located north of 19th Street SW.

**BACKGROUND/ALTERNATIVES:**
These parcels are also known as:
Parcel #65-6109401 with a legal description of Lot 15, Block 2, Heart Ridge 2nd
Parcel #65-5784100 with a legal description of S1/2 SW1/4 (Less Keidel's South Heart Terrace 1st 52.32 AC & Less Pt Keidel's South Heart Terrace 2nd 10.88 AC) 34-139-81

Reason for Abatement: Reduce 2025 valuation to zero. The parcels were taken by Morton County through a Tax Deed in 2020 and were subsequently deeded to the City of Mandan in 2025. Under North Dakota Century Code 57-02-08(3), property owned by political subdivisions are exempt from taxation.

**ATTACHMENTS:**
1. City of Mandan Abatement Applications 2-17-26
2. Map Parcels 65-6109401 & 65-5784100

**FISCAL IMPACT:**
Parcel 65-6109401 2025 All taxing entities = $560.72 City share = $132.78
Parcel 65-5784100 2025 All taxing entities = $554.13 City share = $131.21

**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 Applications for the City of Mandan parcels 65-6109401 & 65-5784100.

## SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2025 Abatement Applications for the City of Mandan parcels 65-6109401 & 65-5784100 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 County **Property I.D. No.** 65-6109401

**Name** CITY OF MANDAN **Telephone No.** ____________

**Address** 205 2ND AVE NW, MANDAN, ND 58554-0000

**Legal description of the property involved in this application:**

LOT 15 BLOCK 2 HEART RIDGE 2ND

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

| | |
|---|---|
| Land | $ 42,500 |
| Improvements | $ |
| Total | $ 42,500 |
| | (1) |

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

| | |
|---|---|
| Land | $ 0 |
| Improvements | $ |
| Total | $ 0 |
| | (2) |

**The difference of $** 42,500.00 **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? ________ (yes/no) Estimated value: $__________
2. Has the property been offered for sale on the open market? ________ (yes/no). If yes, how long? __________
   Asking price: $__________ Terms of sale: __________
3. The property was independently appraised: ________ (yes/no) Purpose of appraisal: __________
   __________ Market value estimate: $__________
   Appraisal was made by whom? __________
4. The applicant's estimate of market value of the property involved in this application is $__________
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): __________

Applicant asks that valuation be reduced to 0

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 ________ Kimberly Markley Signature of Applicant 1-28-2026 Date

24775
(2-2016)

### Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of ______________________________

On ________________, ________, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be ____________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

Dated this ________ day of ______________, ______.

______________________________
City Auditor or Township Clerk

### Action by the Board of County Commissioners

Application was ____________________ by action of ______________________ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ __________________ to $ ________________ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ __________________. The Board accepts $ __________________ in full settlement of taxes for the tax year ____________________.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. ______________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

Dated ___________________________, ________

______________________________
County Auditor

______________________________
Chairperson

### Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

| Year | Taxable Value | Tax | Date Paid (if paid) | Payment Made Under Written Protest? |
|---|---|---|---|---|
| | | | | yes/no |

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

| Year | Reduction in Taxable Valuation | Reduction in Taxes |
|---|---|---|
| | | |

______________________________ __________
County Auditor Date

**Application For Abatement Or Refund Of Taxes**

Name of Applicant ______________________

County Auditor's File No. ______________________

Date Application Was Filed With The County Auditor ______________________

Date County Auditor Mailed Application to Township Clerk or City Auditor ______________________ (must be within five business days of filing date)

# 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 County **Property I.D. No.** 65-5784100

**Name** CITY OF MANDAN **Telephone No.** ______

**Address** 205 2ND AVE NW, MANDAN, ND 58554-0000

**Legal description of the property involved in this application:**

S1/2 SW1/4 (LESS KEIDEL SOUTHHEART TERRACE 1ST-52.32AC) MANDAN LANDS

| Total true and full value of the property described above for the year 2025 is: | | Total true and full value of the property described above for the year 2025 should be: | |
|---|---|---|---|
| Land | $ 42,000 | Land | $ |
| Improvements | $ | Improvements | $ |
| Total | $ 42,000 | Total | $ 0 |
| | (1) | | (2) |

**The difference of $** 42,000.00 **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? ______ (yes/no) Estimated value: $______
2. Has the property been offered for sale on the open market? ______ (yes/no). If yes, how long? ______
   Asking price: $______ Terms of sale: ______
3. The property was independently appraised: ______ (yes/no) Purpose of appraisal: ______
   ______ Market value estimate: $______
   Appraisal was made by whom? ______
4. The applicant's estimate of market value of the property involved in this application is $______
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): ______

Applicant asks that valuation be reduced to 0

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: Kimberly Markley Date: 1-28-2026

24775
(2-2016)

## Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of ______________________________

On ________________, ________, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be ______________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Dated this ________ day of ________________, ________.

______________________________
City Auditor or Township Clerk

## Action by the Board of County Commissioners

Application was ____________________ by action of ______________________ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from $ ____________________ to $ ________________ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of $ ____________________. The Board accepts $ ____________________ in full settlement of taxes for the tax year ____________________.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. ______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

Dated ____________________________, ________

______________________________ ______________________________
County Auditor Chairperson

### Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

| Year | Taxable Value | Tax | Date Paid (if paid) | Payment Made Under Written Protest? |
|---|---|---|---|---|
| | | | | yes/no |

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

| Year | Reduction in Taxable Valuation | Reduction in Taxes |
|---|---|---|
| | | |

______________________________ ________
County Auditor Date

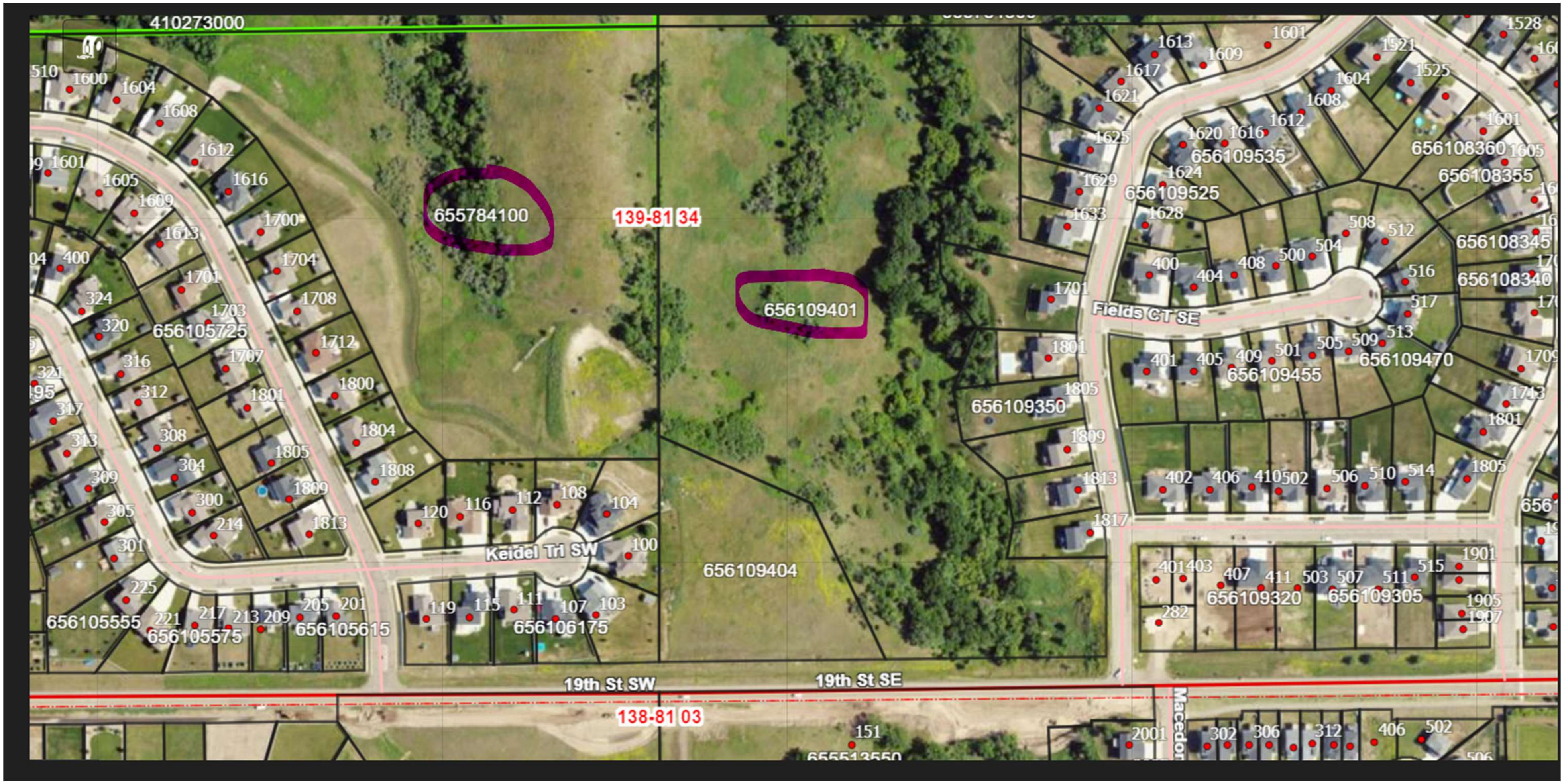
**Application For Abatement Or Refund Of Taxes**

Name of Applicant ______________________________

County Auditor's File No. ______________________________

Date Application Was Filed With The County Auditor ______________________________

Date County Auditor Mailed Application to Township Clerk or City Auditor ______________________________ (must be within five business days of filing date)


410273000
655784100
139-81 34
656109401
656105725
656109535
656108360
656108355
656109525
656108345
656108340
Fields CT SE
656109455
656109470
656109350
Keidel Trl SW
656109404
656109320
656109305
656105555
656105575
656105615
656106175
19th St SW
19th St SE
138-81 03

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** January 29, 2026
**SUBMITTING DEPARTMENT:** Planning
**DEPARTMENT DIRECTOR:** Jim Neubauer
**PRESENTER:** Rachel LaQua, Interim Planner
**SUBJECT:** Consider a minor plat for Midway 17th Addition

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**STATEMENT/PURPOSE:**
Consider a minor plat for Midway 17th Addition

**BACKGROUND/ALTERNATIVES:**
This plat is a request to combine two lots into one.

**Property History**

**Minor Plat**
This plat creates one lot totaling 1.91 acres. Lot A of Lots 1 & 2 is combined with Lot B of Lot 1. The combined lot has a utility easement running along the east property line and there is a 20' access easement on the west side. This lot combination will combine a shop and associated storage area. No access points onto Memorial Highway will be changed or added.

**Findings of Fact**
**Minor Plat**

1. 1. All technical requirements for consideration of a minor plat have been met;
   2. The proposed lot configuration would likely not have substantial effects on the surrounding properties or generate significantly increased traffic;
   3. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
   4. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;

5. The proposed subdivision is consistent with the Comprehensive Plan, the Future Land Use Plan, and other plans and studies, policies and accepted planning practice;
6. The proposed subdivision would not adversely affect the public health, safety and general welfare.

**ATTACHMENTS:**
1. Application_Redacted
2. Midway 17th Addition
3. Location Map

**FISCAL IMPACT:**
N/A

**STAFF IMPACT:**
N/A

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

**RECOMMENDATION:**
Planning staff recommends approval of the minor plat for Midway 17th Addition.

**SUGGESTED MOTION:**
I move to recommend approval of the minor plat for Midway 17th Addition.

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

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

Combine lots

| Engineer/Surveyor | | | Property Owner or Applicant | | |
|---|---|---|---|---|---|
| Name: Toman Engineering Co. | | | Name: Helifino, LLP / Joe Crary | | |
| Address: [redacted] | | | Address: | | |
| City | State | Zip | City | State | Zip |
| [redacted] | | | | | |
| email | | | email | | |
| [redacted] | | | | | |
| Phone | Fax | | Phone | Fax | |
| [redacted] | | | | | |

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

| Location | | Type | | Existing Zone | Proposed Zone | Project Name |
|---|---|---|---|---|---|---|
| X City | ETA | New | X Addition | CC | No change | Midway 17th Addition |

| Property Address | Legal Description |
|---|---|
| 3517 & 3521 Memorial Highway | Lot A of Lots 1 & 2 & Lot B of Lot 1 |
| Current Use | |
| Commercial | Block 1, Midway 6th Addition |
| Proposed Use | |
| Commercial | Section 36 / Township 139N / Range 81W |

| Parcel Size | Building Footprint | Stories | Building SF | Required Parking | Provided Parking |
|---|---|---|---|---|---|
| 1.91 | | | | | |

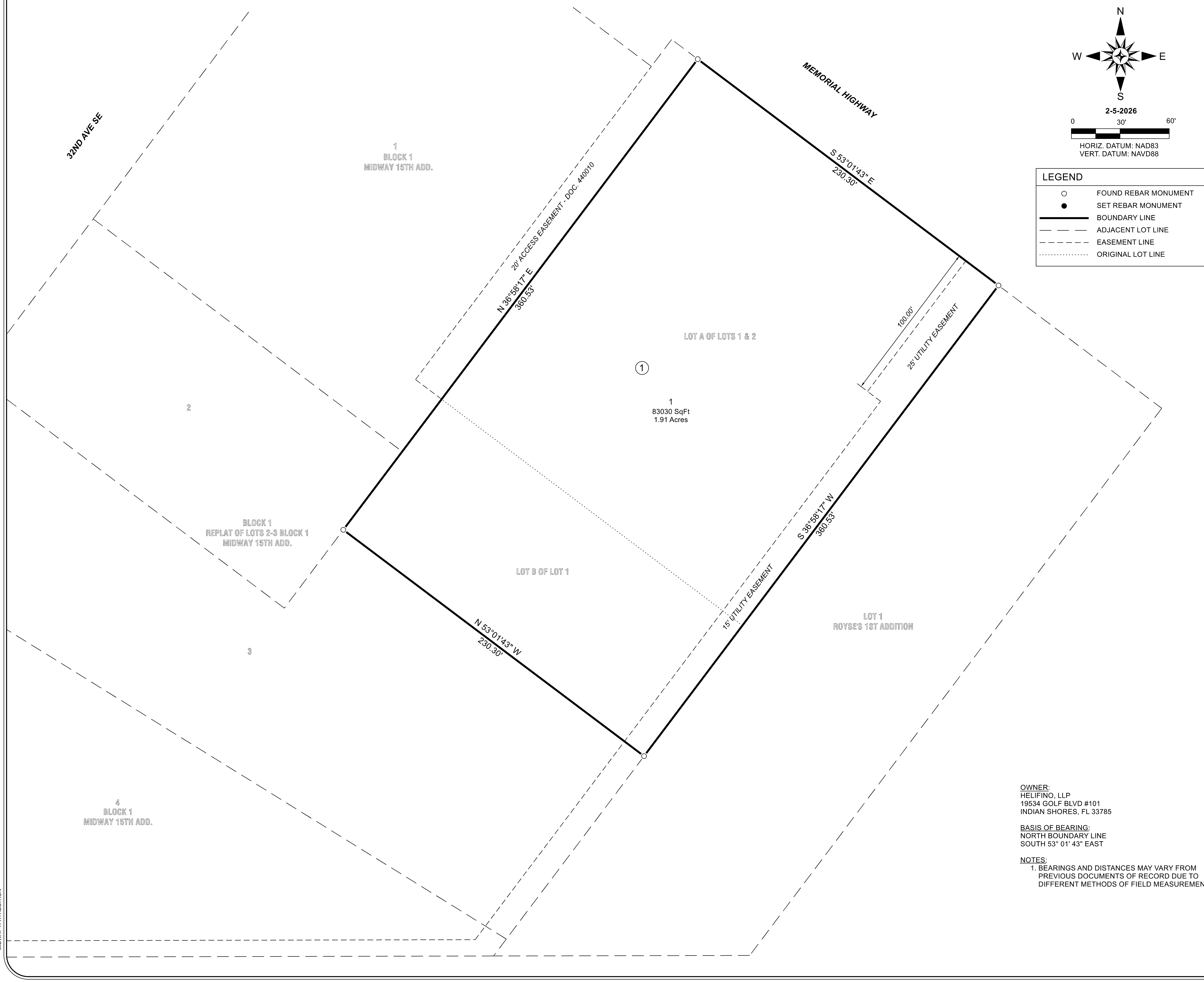
| Print Name | Signature | Date |
|---|---|---|
| Joseph F. CRARY | J F Crary | 1/27/2026 |

| Office Use Only | | | | | |
|---|---|---|---|---|---|
| Date Received: | Initials: ym | Fees Paid: $300 | Date 1-27-2026 | | |
| Notice in paper | Mailed to neighbors | P&Z meeting | | | |
| | Approved | Approved with conditions: | | | |
| | Denied | | | | |

# MIDWAY 17TH ADDITION

## TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

### ALL OF LOT A OF LOTS 1 AND 2 AND LOT B OF LOT 1, BLOCK 1, MIDWAY 6TH ADDITION OF THE NE1/4, SECTION 36, T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA




OWNER:
HELIFINO, LLP
19534 GOLF BLVD #101
INDIAN SHORES, FL 33785

BASIS OF BEARING:
NORTH BOUNDARY LINE
SOUTH 53° 01' 43" EAST

NOTES:
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.

DESCRIPTION OF PROPERTY

ALL OF LOT A OF LOTS 1 AND 2 AND LOT B OF LOT 1, BLOCK 1, MIDWAY 6TH ADDITION OF THE NE1/4 OF SECTION 36, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA. SAID TRACT OF LAND CONTAINING 1.91 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ANDRA L. MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 4623, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANDRA L. MARQUARDT, RLS 4623

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

JOSEPH F. CRARY,
GENERAL MANAGER/PARTNER
HELIFINO, LLP

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS_____DAY OF _________________, 2026.

__________________NOTARY PUBLIC
________________COUNTY, ________
MY COMMISSION EXPIRES:_________

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS_____DAY OF ___________, 2026.

JIM NEUBAUER -
CITY ADMINISTRATOR

JAMES FROELICH - PRESIDENT OF
THE BOARD OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "MIDWAY 17TH ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

MIDWAY 17TH ADDITION

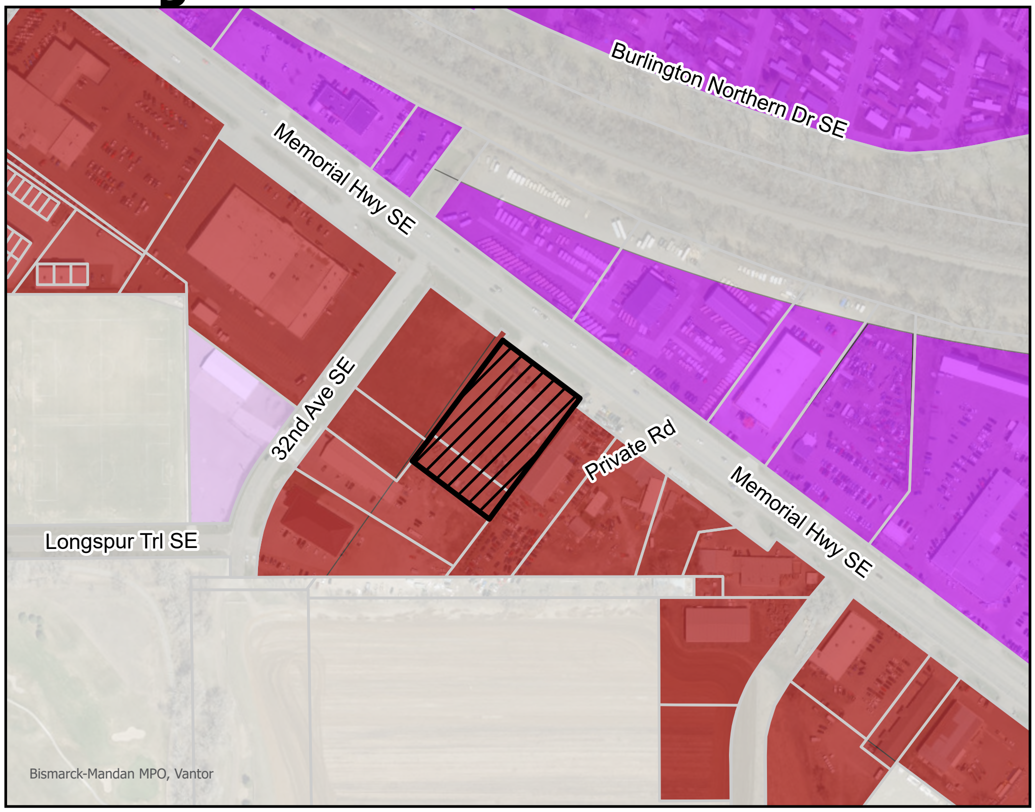

TOMAN ENGINEERING COMPANY
501 1st Street NW, Mandan, ND 58554
Ph: 701-663-6483 * www.tomanengineering.com

CITY OF MANDAN
WHERE THE WEST BEGINS

# Zoning and Future Land Use Reference Map

Midway 17th

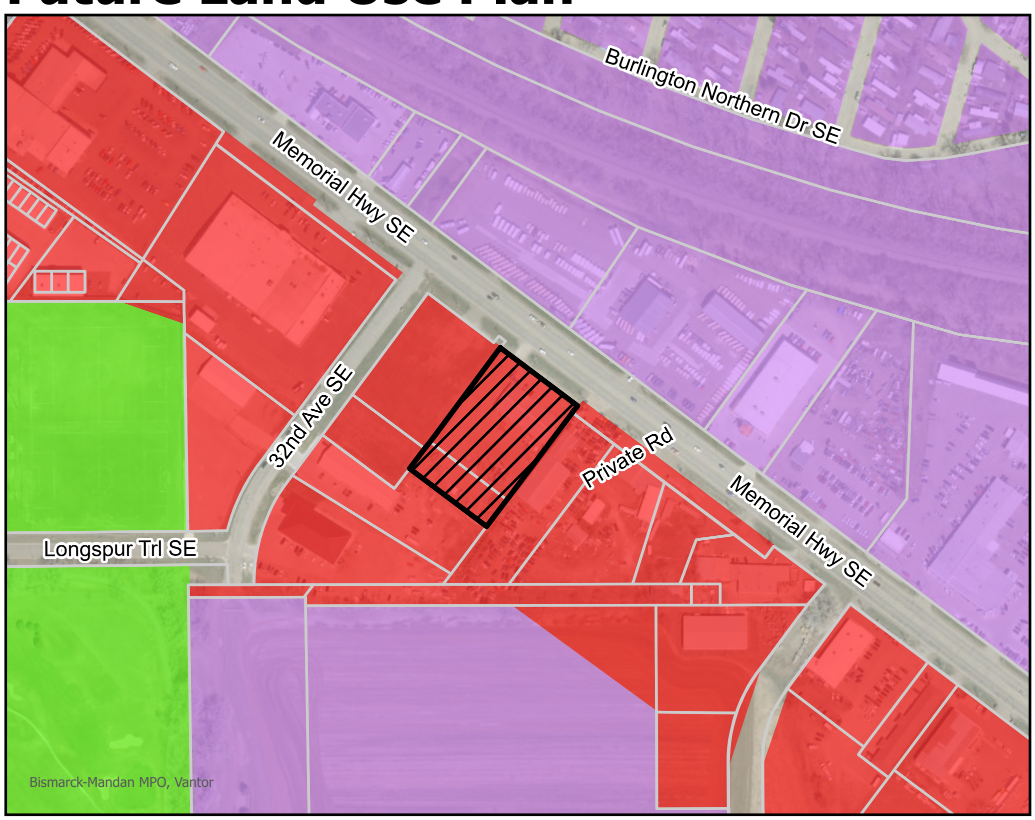
## Zoning




### Zoning Map Key

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

## Future Land Use Plan




### Future Land Use Plan Key

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

0 | 0.07 | 0.15 | 0.3 Miles

N

City of Mandan
Planning Department
1/22/2026

CITY OF MANDAN
WHERE THE WEST BEGINS

# City Commission

# Agenda Documentation

| | |
|---|---|
| **MEETING DATE:** | February 17, 2026 |
| **PREPARATION DATE:** | February 5, 2026 |
| **SUBMITTING DEPARTMENT:** | Police Department |
| **DEPARTMENT DIRECTOR:** | Jason Ziegler |
| **PRESENTER:** | Jason Ziegler, Police Chief |
| **SUBJECT:** | Consider acceptance of the High Intensity Drug Trafficking Area (HIDTA) grant |

---

**STATEMENT/PURPOSE:**
Consider acceptance of the High Intensity Drug Trafficking Area (HIDTA) grant

**BACKGROUND/ALTERNATIVES:**
The City of Mandan has participated for a number of years in the HIDTA grant to provide funding for the Metro Area Narcotics Task Force (MANTF). This grant award is for the time period from 1/1/26 to 12/31/26. The amount awarded to MANTF provides for overtime and facilities costs. Upon approval of this grant award acceptance, the attached packet requires the signature of the Mayor under the "Authorized Official".

**ATTACHMENTS:**
1. MANTF Grant Award Documents HIDTA25

**FISCAL IMPACT:**
100% federally funded

**STAFF IMPACT:**
Deputy Chief Bier is the Fiscal Officer for this grant.

**LEGAL REVIEW:**
N/A

**RECOMMENDATION:**
I recommend approving the acceptance of the HIDTA grant award to provide funding to the Metro Area Narcotics Task Force.

**SUGGESTED MOTION:**

I move to approve the acceptance of the HIDTA grant award to provide funding to the Metro Area Narcotics Task Force.

STATE OF NORTH DAKOTA
**OFFICE OF ATTORNEY GENERAL**
www.attorneygeneral.nd.gov
(701) 328-2210

Drew H. Wrigley
ATTORNEY GENERAL

January 5, 2026

S/A Luke Kapella
MANTF
PO Box 1054
Bismarck, ND  58502

Dear Special Agent Kapella,

Your initiative has been awarded $127,973 in FY 2025 High Intensity Drug Trafficking Area (HIDTA) Program fund to be used to implement the HIDTA strategy proposed by the Executive Board of Midwest HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

**To accept this award, please review, complete, sign, and return the enclosed documents (listed below) by Friday, February 6, 2026:**

1. Grant Award and Acceptance
2. Budget Detail
3. Certified Conditions
4. A-133 Audit Certification

**Please be sure to retain a copy of the above documents for your grant file.*

Federal funds will not be disbursed/reimbursed until these forms have been completed, signed, and returned to the Office of Attorney General via email to agogrants@nd.gov.

Please contact Katie Huizenga at 701-328-4497 or khuizenga@nd.gov with questions.

We look forward to working with you and your initiative.

Sincerely,

Katie Huizenga

Katie Huizenga
Grants/Contracts Officer
ND Office of Attorney General

**GRANT AWARD AND ACCEPTANCE**
**HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)**
OFFICE OF ATTORNEY GENERAL
BUREAU OF CRIMINAL INVESTIGATION
03/2016

| Subgrantee | Unique Entity Identifier # (REQUIRED) | Grant # |
|---|---|---|
| City of Mandan | | 59423 |

| Implementing Agency | Make Check Payable To |
|---|---|
| Metro Area Narcotics Task Force | City of Mandan |

| Project Director | Title | Email | Phone |
|---|---|---|---|
| Luke Kapella | SA/Coordinator | lk426@nd.gov | 701-220-7026 |
| **Fiscal Officer** | **Title** | **Email** | **Phone** |
| Jason Bier | Deputy Chief | jbier@mandanpd.com | 701-667-3426 |

| Federal Awarding Agency | CFDA # | FAIN # |
|---|---|---|
| Office of National Drug Control Policy (ONDCP) | 95.001 | HID1425G0491 |
| **Project Description** | **Federal Award Period** | **Project Period** |
| High Intensity Drug Trafficking Areas (HIDTA) Program | 1/1/2026-12/31/2026 | 1/1/2026-12/31/2026 |

| Subgrantee Award Amount | Amount of Federal Funds Obligated by this Action | Total Federal Award |
|---|---|---|
| $127,973.00 | $203,094.00 | $331,067.00 |

**BUDGET SUMMARY**

| BUDGET | MANTF | BCI | TOTAL | SOURCE OF FUNDS | PERCENTAGE |
|---|---|---|---|---|---|
| Personnel | | $111,900 | $111,900 | | |
| Fringe | | $22,344 | $22,344 | | |
| **Overtime** | **$15,006** | | $15,006 | FEDERAL | 100% |
| Travel | | $25,500 | $25,500 | | |
| **Facilities** | **$112,967** | | $112,967 | | |
| Services | | $16,168 | $16,168 | | |
| Equipment | | | | | |
| Supplies | | $8,000 | $8,000 | MATCH | 0% |
| Other (PE/PI) | | $19,182 | $19,182 | | |
| **TOTAL** | **$127,973** | $203,094 | **$331,067** | **TOTAL** | 100% |

**GENERAL AND SPECIAL CONDITIONS**

This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

| Date Awarded | Signature of Attorney General or Designee | Printed Name and Title |
|---|---|---|
| January 1, 2026 | | Lonnie Grabowska, Director |

**ACCEPTANCE**

The subgrantee and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

| Date Accepted | Signature of Authorized Official | Name and Title (printed) |
|---|---|---|
| Date Accepted | Signature of Project Director | Name and Title (printed) |
| Date Accepted | Signature of Fiscal Officer | Name and Title (printed) |

**BUDGET DETAIL**
**HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)**
OFFICE OF ATTORNEY GENERAL
BUREAU OF CRIMINAL INVESTIGATION

| | | |
|---|---|---|
| Subgrantee: | **City of Mandan** | |
| Implementing Agency: | **Metro Area Narcotics Task Force** | |
| Contact Name (P.D.): | **S/A Luke Kapella** | |
| Email (PD): | lk426@nd.gov | |
| Phone Number (P.D.): | 701-220-7026 | |
| Contact Name (F.O.): | Jason Bier | |
| Email (F.O.): | jbier@mandanpd.com | |
| Phone Number (F.O.): | 701-667-3250 | |
| Grant # | **59425** | HID1425G0491 |

| AWARD BUDGET DETAIL | | | | |
|---|---|---|---|---|
| **Overtime** | | | | |
| **Item** | **Qty** | **Unit** | **$/Unit** | **Total** |
| Task Force Officers | 1.00 | year | 15,006.00 | 15,006.00 |
| | | | **Total Overtime Awarded** | **$ 15,006.00** |
| **Facilities** | | | | |
| **Item** | **Qty** | **Unit** | **$/Unit** | **Total** |
| Office Rent | 1.00 | year | 112,967.00 | 112,967.00 |
| | | | **Total Facilities Awarded** | **$ 112,967.00** |
| **Reportable Total** | | | | **$ 127,973.00** |

*I have reviewed the approved budget and will comply with the budgetary guidelines as set forth in the grant award documents.*

| | |
|---|---|
| Signature ***Authorized Official*** | Date |
| Signature ***Project Director*** | Date |
| Signature ***Fiscal Officer*** | Date |

# FY2025
# A-133 Audit Certification

| |
|---|
| **Subrecipient:** **City of Mandan** |
| **Grant Number:** **59425 (HIDTA HID1425G0491)** |
| **Federal Award Amount:** **$ 127,973.00** |

<u>We certify that</u>:

☐ We are a non-federal entity that expended $750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General, Bureau of Criminal Investigation.

**OR**

☐ We are a non-federal entity that expended less than $750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

| | | |
|---|---|---|
| Date Accepted | Signature of Authorized Official | Name and Title |
| Date Accepted | Signature of Project Director | Name and Title |
| Date Accepted | Signature of Fiscal Officer | Name and Title |

**CERTIFIED CONDITIONS**

**HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)**

OFFICE OF ATTORNEY GENERAL

BUREAU OF CRIMINAL INVESTIGATION

## I. INTRODUCTION

**Subgrantee:**

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian tribes.

**Implementing Agency:**

The implementing agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

**Authorized Official:**

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or Tribal chairperson. Overall responsibility for the administration of the project rests with this individual.

**Project Director:**

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General.

**Fiscal Officer:**

The fiscal officer prepares and submits all financial reports as required by the Office of Attorney General and has responsibility for the financial administration of the project.

## II. GENERAL TERMS AND CONDITIONS

*General terms and conditions are available online at* https://www.ojp.gov/funding/financialguidedoj/overview**.**

A. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. part 3603. For this 2026 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230. Sub-awards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.332 and/or 200.333.

*For more information on the Part 200 Uniform Requirements, see **https://cfo.gov/cofarl**. For specific, award-related questions, subrecipients should contact the grant administrator promptly for clarification.*

B. This award is subject to the following additional regulations and requirements:

28 C.F.R. Part 69- "Restrictions on Lobbying"

2 C.F.R. Part 25- "Universal Identifier and System of Award Management"

Conflict of Interest and Mandatory Disclosure Requirements

Conflict of Interest Requirements:

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Sub recipients must disclose, in writing, any potential conflict of interest to the grant administrator. This disclosure must take place immediately.

A conflict of interest would arise when the employee, officer, agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract.

Mandatory Disclosure Requirement:

As a non-federal entity, subrecipients must disclose, in a timely manner, in writing to the grant administrator, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Non-profit Certifications (when applicable).

C. Recipients and sub recipients must comply with the Government-wide Suspension and Debarment provisions set forth at 2 C.F.R. Part 180.

D. As specified in the HIDTA Program Policy and Budget Guidance, the sub-reception must:

Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be following the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

Evaluate and monitor compliance with applicable statue and regulations, and the terms and conditions of the federal award.

Take prompt action when instances of noncompliance are identified, including noncompliance identified audit findings.

Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or recipient designates consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

**III. PROGRAM SPECIFIC TERMS AND CONDITIONS**

A. Special Conditions

This grant is awarded as listed on the grant award and acceptance document. Variation from the description of activities approved by the grant administrator and ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

This award is subject to the requirements of ONDCP's HIDTA Program Policy and Budget Guidance.

No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

The requirements of 28 C.F.R. Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems support by this award.

Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures, i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of HIDTA Program Policy and Budget Guidance.

Property acquired with these HIDTA grant funds is to be used for the activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to HIDTA's Executive Board for use by other HIDTA participants.

All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

B. Collaboration

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

C. Third-Party Participation

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the grant administrator (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

D. Written Approval Required for Changes

All changes must be forwarded to the grant administrator to be approved by Midwest HIDTA and/or ONDCP, therefore subgrantee and implementing agencies need to send a written request to the grant administrator to request changes to any of the following:

> Changes of substance in project activities, designs, or research plans as set forth in the approved application.
>
> Changes in the project director or key professional personnel identified in the approved application.
>
> Changes in the approved project budget as specified under financial conditions; and grant extensions.
>
> Grant extensions:
>
> A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. To receive approval for an extension, all required reports must be completed and submitted to the grant administrator. The grant administrator will then contact Midwest HIDTA or ONDCP for approval.

E. Performance Goals & Progress Reporting

All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by HIDTA's Executive Board and ONDCP.

All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using PMP.

**IV. FINANCIAL MANAGEMENT**

A. Accounting Requirements and Procedures

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all federal funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

Separately account for the receipt of federal funds under each grant awarded.

Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

B. Pre-Agreement Costs

The grant administrator reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed. Cannot spend or commit funds until January 1, 2026.

C. Budget Deviation

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The grant administrator will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing to the grant administrator and will be considered on a case-by-case basis.

D. Reimbursement/Allowable Expenses

The grant administrator reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the grant administrator and the subgrantee. The Summary Financial Report (known as the SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to the grant administrator within 30 days following the end of the reporting period. The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

1. Personnel Expenditures Includes: Salary

   Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (time sheets may be reviewed during audits).

2. Fringe Expenditures Includes: Payroll Taxes

   Benefits Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (time sheets may be reviewed during audits).

3. Overtime Expenditures Include: Overtime Salary; OT Related Payroll Taxes

Benefits Documentation required: Overtime Vouchers, hourly rates (straight and time-and-a-half), copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

4. Equipment Includes: Tangible property having an acquisition cost of $10,000 or more per unit and a useful life of more than one year.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

5. Travel Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subgrantee's budget.

Documentation required: Sufficient detail must be submitted to support the claim. Include case number (if applicable), destination, purpose of travel, dates, and authorization.

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; or for out-of-state travel, GSA rates will prevail.

Meals Rate: To receive reimbursement for meals you must document departure and arrival times, and you must travel for a minimum of four (4) hours, which covers the following time frames:

Breakfast (leave on or before 7:00 a.m.) 20% of daily rate

Lunch (11:00 a.m. - 1:00 p.m.) 30% of daily rate

Dinner (5:00 p.m. - 7:00 p.m.) 50% of daily rate

6. Services Include: Service contracts, subscriptions, training (registration fees), vehicle allowance/leases, software maintenance.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

*Please note:*

*Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and* *when these services were provided. Subgrantees must submit a copy of approved contracts, leases, or agreements before reimbursement is made.*

7. Supplies Include: Investigative/operational, office, software, fuel.

Documentation required: Invoices, vouchers, receipts or other supporting documentation. Note check number and payment date on supporting documentation.

8. Other Includes: PE/PI funds, administrative fees.

Documentation required: CI vouchers, invoices, or other supporting documentation. Note check number and payment date on supporting documentation.

**E. Audit Requirements**

Subgrantees that expend $1,000,000 or more in federal funds during a fiscal year are required:

To obtain a Single Audit (or program-specific audit) in accordance with 2 CFR Part 200, Subpart F. This threshold applies to fiscal years beginning on or after October 1, 2024, increased from the prior $750,000 threshold.

Key Points:

Threshold: $1,000,000 in total federal expenditures (not per grant)

Effective Date**:** Fiscal years starting on or after October 1, 2024

Requirement: Single Audit covering the award period

A Single Audit evaluates the organization's financial statements, internal controls, and compliance with federal award requirements.

Reporting Requirements:

Local governments and nonprofit organizations must submit a copy of the audit report to the grant administrator.

State agencies must provide the grant administrator with the portion of the State Auditor's report related to the project funds.

Subgrantees that expend a total of less than $1,000,000 in federal funds must:

Establish an accounting system integrated with adequate internal fiscal and management control to provide full accountability for revenues, expenditures, assets, and liabilities.

Prepare financial reports to support claims charged toward the grant award. Reports should be supported by accurate and reliable financial data and should be in accordance with the terms of the applicable agreements.

Expend project funds in accordance with the Grant Award and Acceptance and federal and state rules.

Agencies not required to have an audit must provide and maintain adequate financial records for each period in which they received or spent project funds.

F. Potential Fraud, Waste, Abuse or Misconduct

The subrecipient must promptly refer to the ND Office of Attorney General, the grant administrator, any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either:

1. Submitted a false claim for grant funds under the False Claims Act.
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**V. INSPECTION OF RECORDS**

Subgrantees must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

A. Records Inspection

Subgrantee and implementing agency give the Office of Attorney General, ONDCP or the Government Accountability Office, or its representative permission to audit and inspect any records, objects, or premises pertaining to this grant and to valuate and monitor the project at any reasonable time.

B. Monitoring

Subawards must be monitored as outlined in 2 C.F.R. 200.331. Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

## If you are involved in any Purchasing or Procurement Activities for the office, please keep a copy of this guide on hand for reference.

If you have any questions, PLEASE email Lita at **llehde@nd.gov** or call her at **701-328-1251 BEFORE** purchasing or committing to any purchases. It's EXTREMELY important that we follow Procurement Rules, and obtain IT and Legal reviews, when necessary, before making any purchases, as failure to do so can result in consequences.

Please note that receiving grant money for purchases does NOT exempt you from Procurement Rules. Additionally, ensure that you have the necessary funds available before making the purchase.

Use the **TOTAL COST OF PURCHASE** to determine the appropriate purchase level, not the individual cost of items or services.
The **TOTAL COST OF PURCHASE** includes the contract term (duration), any planned purchase period with the vendor, and provisions for renewals or extensions. For example, if a product or service costs $8,000 initially and $7,000 per year thereafter, and you plan to purchase or have a contract for 4 additional years, the TOTAL COST OF PURCHASE would be $36,000.

**IT Purchases** – To ensure compliance with IT standards ANY purchases involving software licenses, maintenance services, subscription services, or similar items REQUIRE IT REVIEW, regardless of the dollar amount. Please submit these purchases to Lita.

## Procurement threshold changes will take effect on July 1, 2025

| **Level** | **Competition Requirements** | **Documentation Requirement** |
|---|---|---|
| **Level 1**<br>TOTAL COST OF PURCHASE is<br>**Less than $10,000** | Obtain at least **one fair and reasonable quote**.<br>EXCEPTION: For printing requests totaling $5,000 or more, please email or call Lita.<br>State agencies are required to rotate vendors in a fair and equitable manner (N.D.A.C. § 4-12-08-02). | **Document vendors solicited.** |
| **Level 2**<br>TOTAL COST OF PURCHASE is<br>**at least $10,000 but less than $100,000** | Solicit informal **quotes or bids from at least THREE (3) VENDORS** and set a deadline for when quotes/bids are due. If a vendor does not respond, it still counts as a bid. You MUST provide documentation of the three bids with your purchase (e.g., emails, screenshots, etc.).<br>Or IF there is indisputable justification that the vendor is a sole source, an Alternate Procurement (AP) may be used. See AP details below. | **Documentation is required.** |
| **Level 3**<br>TOTAL COST OF PURCHASE is<br>**$100,000 and over** | **Email or call Lita.**<br>Formal sealed bids or proposals are required, submitted through an Invitation for Bid (IFB) or Request for Proposal (RFP). These must be posted on the State Procurement Office (SPO) website and distributed to the bidders list and other potential vendors.<br>Or IF there is indisputable justification that the vendor is a sole source, an Alternate Procurement (AP) may be used. See AP details below. | **Documentation is required.** |

| | | |
|---|---|---|
| **ALTERNATE PROCUREMENT (AP)** | Occasionally, conducting a fully competitive procurement process may be difficult or impossible. To justify non-competitive or sole source purchases**, factual evidence and documentation must be provided** (e.g., the product must be compatible with existing equipment, or a vendor's statement that the product is patented or not available through resellers). Opinions or persuasive arguments alone do not qualify as factual evidence. The Alternate Procurement (AP) must be approved by the State Procurement Office (SPO) before the purchase. Additionally, APs are typically approved for one-time purchases unless explicitly specified and approved by SPO as recurring purchases. | **Documentation is required.** |

**Alternate Procurement's do take time,** so please be mindful of end-of-biennium deadlines and grant spending timelines. It's crucial that we allow enough time to complete the procurement process before making any purchases. I do my best to accommodate everyone's needs.

There are certain exceptions to the procurement rules outlined above that allow purchases from **State Sources of Supply** without competitive bidding, regardless of the dollar amount. Some examples of State Sources of Supply include:

- **State Contracts** – please include the **State Contract Number on the purchase/invoice**
- **State Supply** (formerly known as Central Supply) email ssd@nd.gov
- **State Print and Mail** (formerly known as Central Duplicating) send these requests to Lita
- **Surplus Property** - if you purchase anything from them you are responsible for transporting the item(s)
- **Rough Rider Industries**

If you receive a call from a vendor solicitating their product please direct them to the ND State Procurement Office: omb.nd.gov/doing-business-state/bidders or have them contact me directly.

**Letterhead** – All divisions of The Office of Attorney General use the same letterhead – contact Lita Lehde if you need letterhead.
**Envelopes** – Contact Lita Lehde for ALL envelope orders.
**Business Cards** – Contact Lita Lehde for ALL business card orders.

**ALL TERMS AND CONDITIONS** or links to terms and conditions on agreements, quotes, invoices, etc., MUST be reviewed by an attorney before any purchase can be made. Please send these documents to Lita, who will forward them to the attorney for review.

If you handle both Fixed Assets and purchasing, a helpful guideline is:

- TOTAL COST OF PURCHASE (Invoice) = PROCUREMENT RULES APPLY
- INDIVIDUAL ITEM COST = FIXED ASSET RULES APPLY

Please email Lita at llehde@nd.gov or call Lita at 701-328-1251 with any questions.

Thank you—I appreciate your help in ensuring we stay compliant with Procurement Rules!

## VII. EQUIPMENT

A. Equipment Inventory

A purchase of equipment and other tangible property that has a useful life of one year or more and has an initial cost of $10,000 or greater must be reported to BCI and tracked.

Please supply BCI with the following information:

A. Equipment description

B. Brand name

C. Model numbers

D. Serial numbers

E. Unit cost

B. Ownership of Equipment

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired with HIDTA funds must be used for the maximum benefit of the HDITA to support the goals of the initiative.

C. Disposition

When equipment is no longer needed for HIDTA purposes, the subgrantee must contact the BCI for disposition instructions.

## VIII. DRUG FREE WORKPLACE REQUIREMENTS

The subgrantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The subgrantees policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

**CERTIFIED CONDITIONS (**Signature Page)

**HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM (HIDTA)**

OFFICE OF ATTORNEY GENERAL

BUREAU OF CRIMINAL INVESTIGATION

I certify that the project proposed in this award meets all the requirements of the High Intensity Drug Trafficking Areas (HIDTA) Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agrees that the applicable conditions above will be followed.

________________________________________

Signature of Authorized Official Date

________________________________________

Signature of Project Director Date

________________________________________

Signature of Fiscal Officer Date

Please make a copy for your records and return the original with the other required award and acceptance documents to the grant info email account: agogrants@nd.gov

Grant Administrator Contact Information:

Katie Huizenga
701-328-4497
khuizenga@nd.gov

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 11, 2026
**SUBMITTING DEPARTMENT:** Engineering
**DEPARTMENT DIRECTOR:** Jarek Wigness
**PRESENTER:** Jarek Wigness, City Engineer
**SUBJECT:** Consider accepting State Water Commission funding related to Mandan Proper preliminary engineering

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**STATEMENT/PURPOSE:**
To review and possibly enter into a cost-share reimbursement agreement, which awards preconstruction funding to the City of Mandan for the Mandan Proper NW project.

**BACKGROUND/ALTERNATIVES:**
Since 2008, the Mandan Proper NW area has experienced 10 costly and disruptive water main breaks. Additionally, the roadway, sanitary sewer, and storm sewer have surpassed their useful lives. The 2027 reconstruction project aims to rehabilitate the area and its utilities. In order to provide a feasible project, the City is seeking outside funding for eligible portions of the work. At the October 21st, 2025 meeting, the City Commission approved the submission of an application for preconstruction funding. The City was awarded at the December 16th, 2025 State Water Commission meeting.

**ATTACHMENTS:**
1. Gov Memo - Mandan Proper Dec 2025
2. Agreement - Mandan NW Proper

**FISCAL IMPACT:**
The total award was $163,800, which is 60% of the eligible preconstruction items.

**STAFF IMPACT:**
Minimal.

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

**RECOMMENDATION:**
To enter into the Agreement for Cost-Share Reimbursement, as presented.

**SUGGESTED MOTION:**
I move to enter into the Agreement for Cost-Share Reimbursement, as presented.

NORTH Dakota | Water Resources

Be Legendary.

Commission Date : 12/16/25
Commission Action : Approved (slbrost)
---------------------------------------------------
Approved for state cost-share participation at 60% of eligible costs, not to exceed $163,800.

**MEMORANDUM**

**TO:** Lt. Governor, Michelle Strinden
Members of the State Water Commission

**FROM:** Reice Haase, Secretary

**SUBJECT:** State Water Supply – City of Mandan
Mandan Proper NW Improvements

**DATE:** November 25, 2025

***Background & Description***

The City of Mandan is requesting preconstruction cost-share for their Mandan Proper NW Improvements (Project). The Project is replacement of approximately 4,250 feet of aging cast iron water main in an area south of I-94 and east of Sunset Drive in northwest Mandan. The Project is part of combined street replacement and sanitary sewer, storm sewer, and water supply infrastructure improvements planned for Mandan. The Project is located in Morton County.

***Supplemental Information***

| | |
|---|---|
| Water Development Plan/Priority | 2025 / Low |
| New/Future/Current Service Users | 0 / 0 / 110 |
| Present Value Cost / User (Preferred Alternative) | $101,436 |
| Rate / 5,000-Gallons | $51 |
| Comparable Rate / 5,000-Gallons | $48 |
| Water Source – Missouri River, Mandan | |

***Schedule***

| Task | Dates |
|---|---|
| Study | Jul. 2024 |
| Design | Jan. 2027 |
| Bid | Feb. 2027 |
| Construction | May 2027 |
| Completion | Nov. 2027 |

***Cost-Share Funding Summary***

| | **Preconstruction** | Construction | Total | Approved | **Recommend** |
|---|---|---|---|---|---|
| Noneligible Costs | $507,000 | $5,985,571 | $6,492,571 | | |
| Eligible Current | $273,000 | $3,216,770 | $3,489,770 | | |
| Total | $780,000 | $9,202,341 | $9,982,341 | | |
| | | | | | |
| Cost-Share 60% | **$163,800** | $1,930,062 | $2,093,862 | | **$163,800** |

**This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Mandan for state cost-share participation in the Mandan Proper NW Improvements project at 60 percent of eligible costs, not to exceed $163,800. This approval is contingent on available funding.**

RH:jsp:ln/2050MAN

# Agreement for Cost-Share Reimbursement
# City of Mandan
# Mandan Proper NW Improvements

**1. PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Mandan (Sponsor).

**2. PROJECT DESCRIPTION AND LOCATION**. Sponsor is seeking funding for the replacement of water main in an area south of I-94 and east of Sunset Drive in northwest Mandan. The Project is located in Morton County, North Dakota.

**3. COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed $163,800, as approved by Commission on December 16, 2025, to reimburse 60 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**4. SPONSOR'S RESPONSIBILITIES.** Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws applicable to Project.
f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until litigation is concluded.

**5**. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

**6.** **PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

**7.** **INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

**8.** **INSURANCE.** Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $500,000 per person and $2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this agreement.
d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than $2,000,000 as an endorsement

on the workers' compensation or commercial general liability insurance.

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

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.

f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.

g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.

h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:
   (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
   (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
   (3) Cross liability/severability of interest for all policies and endorsements;
   (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
   (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

**9. BREACH.** Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

**10. AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

**11. TERMINATION.**

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
   (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
   (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
   (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

**12. APPLICABLE LAW AND VENUE.** This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

**13. SEVERABILITY.** If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

**14. SPOLIATION – PRESERVATION OF EVIDENCE.** Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

**15. NONDISCRIMINATION.** Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

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

**17. AUTHORITY TO SIGN.** Each of the undersigned warrants that they have explained this Agreement to the party they represent and are authorized to execute this Agreement on the party's behalf.

| NORTH DAKOTA STATE WATER COMMISSION | CITY OF MANDAN |
|---|---|
| By: | By: |
| REICE HAASE<br>Secretary | JAMES FROELICH<br>Mayor |
| Date: 12/26/2025 | Date: |
| | Countersignature and Date (if required) |
| | Print Name and Title |

CITY OF
MANDAN
WHERE THE WEST BEGINS

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 12, 2026
**SUBMITTING DEPARTMENT:** Police Department
**DEPARTMENT DIRECTOR:** Jason Ziegler
**PRESENTER:** Jason Ziegler, Police Chief
**SUBJECT:** Consider the approval to use Asset Forfeiture Funds, to upgrade the Police Mountain Bike Program with E-Bikes to include emergency light safety systems.

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**STATEMENT/PURPOSE:**
To upgrade the Mandan Police Department's bike patrol program with E-Bikes and safety equipment to improve officer mobility, visibility, and response capability in parks, trails, downtown areas, and community events. This supports community policing efforts and enhances patrol efficiency while utilizing asset forfeiture funds with no impact to the general fund.

**BACKGROUND/ALTERNATIVES:**

The Mandan Police Department has had limited use of traditional mountain bikes for patrol, primarily due to range, terrain, and efficiency limitations.

Electric bicycles (E-Bikes) would significantly expand the department's ability to conduct bike patrols by providing greater mobility, range, and practicality for officers. This would create more opportunities for community engagement and community-oriented policing in parks, trails, downtown areas, and during community events. E-Bikes also reduce physical fatigue and allow officers to remain accessible and visible for longer periods, supporting positive interactions and proactive policing efforts.

The Chief of Police previously served as a Police Mountain Bike Officer and instructor-trainer for more than three years at his prior agency and has firsthand knowledge of the effectiveness of properly deployed police bicycles, including E-Bikes, as a public-safety and community-policing tool.

Additionally, several officers have expressed interest in obtaining E-Bike operator certification, indicating internal support and readiness to implement the program.

**ATTACHMENTS:**
None

**FISCAL IMPACT:**
Mandan Police Department is seeking permission to allocate up to $15,000 of Asset Forfeiture funds. The Police Department's Asset Forfeiture fund is currently at $41,253.51.

**STAFF IMPACT:**
E-Bikes reduce officer fatigue and allow for longer, more effective patrol deployments. The program can be implemented with existing staff and minimal training, improving patrol flexibility, safety, and operational efficiency without increasing personnel costs.

**LEGAL REVIEW:**
N/A

**RECOMMENDATION:**
I recommend approving the purchase of 4 E-Bikes and all the necessary safety equipment to include emergency light systems with Police Asset Forfiture Funds.

**SUGGESTED MOTION:**
I move to approve the purchase of 4 E-Bikes and all the necessary safety equipment to include emergency light systems Police Asset Forfiture Funds.

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 13, 2026
**SUBMITTING DEPARTMENT:** HR & Airport
**DEPARTMENT DIRECTOR:** Lindsay Gerhardt
**PRESENTER:** Amy Berger, HR Director
**SUBJECT:** Consider approval of Airport Maintenance Worker I Job Description

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**STATEMENT/PURPOSE:**
To approve the Airport Maintenance Worker I Job Description as presented.

**BACKGROUND/ALTERNATIVES:**
The Airport Manager in coordination with HR, has prepared the job description for the seasonal position created for the Airport.

This position was included in the 2026 budget and approved by both the City Commission and the Airport Authority. Following a grading review, Condrey & Associates determined that the originally budgeted Grade 10 classification was not aligned with the duties and responsibilities of the role. The position will therefore be established at Grade 12.

The job description and updated grade were reviewed and approved by the Airport Authority on February 5, 2026.

**ATTACHMENTS:**
1. Airport_Airport Maintenance Worker I_DRAFT_2026-2

**FISCAL IMPACT:**
2026 rate at Grade 12 for this non-benefit, seasonal position will be set at $22.15 per hour.

**STAFF IMPACT:**
Adds seasonal support to address peak operational demand.

**LEGAL REVIEW:**
NA

**RECOMMENDATION:**
To approve the Airport Maintenance Worker Job Description as presented.

**SUGGESTED MOTION:**
I move to approve the Airport Maintenance Worker Job description as presented.

| | |
|---|---|
| Revised: | Condrey 2021; June 2023; December 2025; Condrey 2025 |
| Department: | Mandan Municipal Airport |
| Reports to: | Airport Authority Board |
| Grade | 12 |
| Approved by MAA: | |
| Dept. Manager Signature: | |
| Human Resources Signature: | |
| City Administrator Signature: | |
| Employee Signature | |

## JOB SUMMARY

This position performs general maintenance work that is noncustodial in nature around and on the Mandan Airport's airfield, runways, grounds, and equipment.

## MAJOR DUTIES

- Performs a variety of tasks in the operation, repair, and maintenance of airport buildings, grounds, runways, facilities, and equipment.
- Mows, trims, cuts weeds or brush, and sprays herbicide applications on grounds as required.
- Picks up trash, rocks, leaves, limbs, and debris, and loads into trucks for removal.
- Operates equipment used in maintenance of the airport including tractor with mowing machine or front loader, snowplow, chemical spreader and any other equipment deemed necessary.
- Performs preventative maintenance on airport equipment and grounds, runway, taxiway, and road surfaces.
- Conducts maintenance inspections and reports deficiencies.
- Operates two-way radio.
- Utilizes necessary equipment including hand and power tools to complete airfield and grounds maintenance work.
- Loads, unloads, and maneuvers a variety of materials and equipment such as saws, drills, etc.
- Drives vehicles and equipment with both standard and automatic transmissions to a variety of worksites.

- Reads and applies instructions and labels for product and equipment operation.
- Utilizes appropriate safety equipment and procedures.
- Maintains simple records, lots, etc. as required.
- Maintains equipment and tools through proper care and maintenance.
- Performs other duties of a comparable level/type as required.
- Backs trailers and mowers on a single pivot with accuracy and control.
- Moves aircraft safely using a tug in accordance with established procedures.

## KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of principles, procedures, and equipment involved in maintenance and repair of equipment, grounds, and other related projects.
- Ability to create, read, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to perform general maintenance work on airfield, grounds, and buildings.
- Ability to operate equipment such as tractor, front loader, snowplow, chemical spreader in a manner consistent with safety principles.
- Ability to follow oral and written instruction and communicate effectively verbally.
- Ability to perform preventative maintenance on equipment and maintain accurate records and logs.
- Ability to deal effectively and courteously with associates and the general public and present an overall professional image for the position.
- Ability to perform essential functions of the job without posing a direct threat to the health and safety of others.
- Skilled in the use and care of tools and equipment necessary to perform facility maintenance and repair tasks.
-

## SUPERVISORY CONTROLS

The supervisor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

## GUIDELINES

Guidelines include FAA and TSA regulations, state regulations, and board, city ordinances and and department policies and procedures. These guidelines require judgment, selection and interpretation in application OR These guidelines are generally clear and specific but may require some interpretation in application.

## COMPLEXITY/SCOPE OF WORK

- The work consists of related airport maintenance duties. Strict regulations contribute to the complexity of the position.

- The purpose of this position is to participate in completion of maintenance for the day-to-day operations of the municipal airport. Success in this position contributes to the efficiency and effectiveness of airport operations.

## CONTACTS

- Contacts are typically with co-workers, other city employees, and members of the general public.
- Contacts are typically to provide services and to resolve problems.

## PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, bending, crouching, or stooping. The employee frequently lifts light and occasionally heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and distinguishes between shades of color.

- The work is typically performed outdoors, occasionally in cold or inclement weather. The employee is exposed to dust, dirt, grease, and machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

## SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None

## MINIMUM QUALIFICATIONS

- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

- Possession of or ability to readily obtain a valid driver's license issued by the State of North Dakota for the type of vehicle or equipment operated.

- Must successfully complete airport training in Wildlife Management, Emergency Plan, Snow and Ice Control, Airport Self Inspection Program, and FAA regulations regarding safety and security.

- Readily able to complete NATA Aircraft Refueling Modules and understand the importance of misfuelling prevention.

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 13, 2026
**SUBMITTING DEPARTMENT:**
**DEPARTMENT DIRECTOR:**
**PRESENTER:**
**SUBJECT:**

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**STATEMENT/PURPOSE:**

**BACKGROUND/ALTERNATIVES:**

**ATTACHMENTS:**
None

**FISCAL IMPACT:**

**STAFF IMPACT:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 4, 2026
**SUBMITTING DEPARTMENT:** Police Department
**DEPARTMENT DIRECTOR:** Jason Ziegler
**PRESENTER:** Jason Ziegler, Police Chief
**SUBJECT:** Consider approval of the updated Inmate Housing Agreement with Burleigh Morton Detention Center

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**STATEMENT/PURPOSE:**
Consider approval of the updated Inmate Housing Agreement with Burleigh Morton Detention Center

**BACKGROUND/ALTERNATIVES:**
The Mandan Police Department contracts with the Burleigh Morton Detention Center for the secure custody, safekeeping, housing, subsistence, and care of individuals taken into custody by the department, in compliance with applicable state and local laws, standards, regulations, policies, and court orders. The proposed agreement covers the term of January 1, 2026, through December 31, 2026.

This document was requested to be revised and that clarification of Section 16, related to medical payment responsibilities.The revised language has been reviewed by the Police Department and legal counsel, and both are recommending approval of the updated agreement language.

**ATTACHMENTS:**
1. Contract (city) February 1 2026 New Medical

**FISCAL IMPACT:**
The contracting agency will pay for the services provided by the Burleigh Morton Detention Center under this contract amount of $100.00 per inmate, per day.

**STAFF IMPACT:**
N/A

**LEGAL REVIEW:**
Reviewed and approved by City Attorney Amy Oster.

**RECOMMENDATION:**
I recommend approving the updated Inmate Housing Agreement with Burleigh Morton Detention Center.

**SUGGESTED MOTION:**
I move to approve the updated Inmate Housing Agreement with Burleigh Morton Detention Center.

# INMATE HOUSING AGREEMENT AT BMDC

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

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

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

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

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

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

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

**1. DEFINITIONS**

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

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

**2. TERMS**

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

**3. TERMINATION**

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

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

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

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

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

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

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

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

**10. RIGHT OF INSPECTION**

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

**11. FURLOUGHS, PASSES AND WORK RELEASE**

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

**12. INMATE PROPERTY**

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

**13. INMATE PROPERTY NOT ACCEPTED**

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

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

**14. RESPONSIBILITY FOR OFFENDERS CUSTODY**

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

**15. TRANSPORT**

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

**16. MEDICAL SERVICES**

Burleigh Morton Detention Center assumes no costs for any contracted prisoners. Contracting agency is responsible for all expenses incurred for medical services provided to Contracting Agency's inmates for which the Contracting Agency would normally be responsible. Costs are defined as actual costs for necessary treatment for medical, psychological, dental, and optical conditions, including necessary ambulance transport costs, medication, and medical devices, incurred by the Contracting Agency's inmate. Inmates are charged a medical co-payment and therefore, the Contracting Agency may become responsible for that cost. Contracting Agency agrees that the determination for all medical related decisions, including what constitutes necessary treatment, is left to the sole discretion of BMDC staff.

**17. PRISON RAPE ELIMINATION ACT (PREA)**

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

**18. SPECIAL NOTIFICATIONS**

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

**19. AUTHORITY**

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

**20. APPLICABLE LAW, VENUE AND MEDIATION**

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

**21. MERGER AND MODIFICATION**

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

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

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

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

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

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

**27. MAILING ADDRESSES AND CONTACT PERSON**
All notices, reports and correspondence to the respective parties of this agreement shall be mailed to the following:

> Burleigh Morton County Detention Center: 4000 Apple Creek Road, P. O. Box 2499, Bismarck, ND 58502-2499.
> Primary contact person is Sheriff Kelly Leben.
> Secondary contact person is Major Trent Wangen.
>
> Contracting Agency:
> Primary contact person is Chief of Police Jason Ziegler
> Secondary contact person is Deputy Chief of Police Jason Bier

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

_____________________________________________ __________________________

Burleigh Morton County Detention Center Administrator Date

Burleigh County Sheriff Kelly Leben

_______________________________________________________________________________

Contracting Agency

_____________________________________________ __________________________

Signature Contracting Agency Title

_____________________________________________ __________________________

Print Name Date

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 11, 2026
**SUBMITTING DEPARTMENT:** Engineering Department
**DEPARTMENT DIRECTOR:** Jarek Wigness
**PRESENTER:** Riley McAdoo-Roesler, Assistant City Engineer
**SUBJECT:** Consider a BUILD grant application for Mandan Proper

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**STATEMENT/PURPOSE:**
To commit funds and apply for the BUILD grant for the Mandan Proper Road Revitalization Project

**BACKGROUND/ALTERNATIVES:**
BUILD stands for Better Utilizing Investments to Leverage Development. This is a grant program administered by the United States Department of Transportation (USDOT) that enables the federal government to support and maintain transportation infrastructure projects that are otherwise difficult to execute. BUILD is not the first grant program to do this. RAISE (Rebuilding American Infrastructure with Sustainability and Equity) and TIGER (Transportation Investment Generating Economic Recovery) are similar grant programs the USDOT had in the past. The BUILD grant program is funded by the Bipartisan Infrastructure Law. This provided 1.5 billion dollars annually for the years 2022-2026. BUILD grants are awarded on a competitive basis. The maximum grant award for a capital project is 25 million dollars.

A BUILD Grant was selected because the Engineering Department had been researching grant opportunities that would help lessen the impact of special assessments on residents. The BUILD grant appears to be an excellent opportunity for the City to receive federal funding.

Mandan Proper is a group of projects that were identified in the 2024 Pavement condition report. Of the approximately 6 miles of road, only 0.4 miles were identified to be in fair condition. This means approximately 93% of all roads in this area are in need of a full reconstruction.  Along with the road improvements, approximately 15,000 feet of water main need to be replaced as part of this project. There have been 36 water breaks since 2015, with 80% of those breaks occurring in the last 5 years. For capacity and constructability reasons, the project is intended to be split into 4 phases.

**ATTACHMENTS:**
None

**FISCAL IMPACT:**
The total project cost is estimated to be $34,268,062.50. The Engineering Department intends to ask for the maximum BUILD grant allocation amount of 25 million dollars. If a BUILD grant is awarded, the City would be responsible for $9,268,062.50. The local responsibility would be paid through a combination of municipal infrastructure funds, utility funds and potentially State Water Commission grants. A full award would remove special assessments as a funding source for these projects.

**STAFF IMPACT:**
The Engineering Department will spend moderate time finishing the grant application.

**LEGAL REVIEW:**
All documents have been made available for the City Attorney to review.

**RECOMMENDATION:**
To have the Engineering Department finalize the grant application and allocate the funds should the grant be awarded to the City.

**SUGGESTED MOTION:**
I move to authorize the Engineering Department to submit the grant application and allocate the funds, as presented, should the grant be awarded.

Item # K.1.b.

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 11, 2026
**SUBMITTING DEPARTMENT:** Engineering Department
**DEPARTMENT DIRECTOR:** Jarek Wigness
**PRESENTER:** Riley McAdoo-Roesler, Assistant City Engineer
**SUBJECT:** Consider BUILD grant application for McKenzie Drive Extension

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**STATEMENT/PURPOSE:**
To apply for the BUILD grant for the McKenzie Drive Extension

**BACKGROUND/ALTERNATIVES:**
BUILD stands for Better Utilizing Investments to Leverage Development. This is a grant program administered by the United States Department of Transportation (USDOT) that enables the federal government to support and maintain transportation infrastructure projects that are otherwise difficult to execute. BUILD is not the first grant program to do this. RAISE (Rebuilding American Infrastructure with Sustainability and Equity) and TIGER (Transportation Investment Generating Economic Recovery) are similar grant programs the USDOT had in the past. The BUILD grant program is funded by the Bipartisan Infrastructure Law. This provided 1.5 billion dollars annually for the years 2022-2026. BUILD grants are awarded on a competitive basis. The BUILD grant appears to be an excellent opportunity for the city of Mandan to receive federal funding.

This project would study, plan and design the construction of a bridge crossing the Heart River in Southeast Mandan, extending Mckenzie Drive to North Dakota Highway 1806. The primary goals of the project would be to study the social and economic impact of the proposed connection with specific emphasis on other major economic corridors, identifying and submitting all permits necessary for construction, determining the location of a future beltway beyond ND 1806 and designing the connection. Benefits of this project include travel time saving, emergency response time saving, regional impact on travel and tourism, and economic development.

**ATTACHMENTS:**
None

**FISCAL IMPACT:**
If this project is awarded, it will be 100% funded by the grant, since Mandan is designated as a rural community.

**STAFF IMPACT:**
The Engineering Department will spend moderate time finishing the grant application

**LEGAL REVIEW:**
All documents have been made available for the City Attorney to review.

**RECOMMENDATION:**
To authorize the Engineering Department to submit the grant application.

**SUGGESTED MOTION:**
I move to authorize the Engineering Department to submit a BUILD grant application for a Heart River Bridge study.

Item # L.1.

# City Commission

# Agenda Documentation

**MEETING DATE:** February 17, 2026
**PREPARATION DATE:** February 5, 2026
**SUBMITTING DEPARTMENT:** Finance
**DEPARTMENT DIRECTOR:** Greg Welch
**PRESENTER:** Greg Welch, Finance Director
**SUBJECT:** Bond Resolution for $4,491,000 Water Revenue Bond, Series 2026 (Lead Service Line Replacement Project)

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**STATEMENT/PURPOSE:**
To approve the Bond Resolution for $4,491,000 Water Revenue Bond, Series 2026 (Lead Service Line Replacement Project).

**BACKGROUND/ALTERNATIVES:**
On September 2, 2025, the City Commission approved a Resolution authorizing the filing of an application with the North Dakota Department of Environmental Quality for a loan under the Safe Drinking Water Act for the Lead Service Line Replacement Project.

On October 27, 2025, the North Dakota Industrial Commission approved a $4,491,000 loan requested by the City of Mandan.

**ATTACHMENTS:**
1. Project Budget Sheet
2. North Dakota Public Finance Authority
3. Bond Resolution

**FISCAL IMPACT:**
Project cost = $4,491,000

Project funding = $4,491,000 (Drinking Water State Revolving Fund Loan)
- State of ND loan forgiveness = $2,964,060 (66%)
= Net loan amount to City = $1,526,940 (34%)

The interest rate on the 20-year loan is 0.0% plus a 0.5% administration fee with the final maturity date on September 1, 2050. The loan will be repaid from the Water Utility

Fund. The City is only obligated for the loan draw requests.

**STAFF IMPACT:**
No additional staff impacts are anticipated.

**LEGAL REVIEW:**
Arntson Stewart Wegner PC (Bond Counsel) prepared the Bond Resolution.

**RECOMMENDATION:**
To approve the Bond Resolution for $4,491,000 Water Revenue Bond, Series 2026 (Lead Service Line Replacement Project).

**SUGGESTED MOTION:**
I move to approve the Bond Resolution for $4,491,000 Water Revenue Bond, Series 2026 (Lead Service Line Replacement Project).

# BUDGET SHEET

(Round to the nearest thousand)

| COST CLASSIFICATION | CWSRF | DWSRF | IRFL | | | TOTAL |
|---|---|---|---|---|---|---|
| 1. Administrative expenses | | | | | | $ 0 |
| 2. Land, structures, rights-of-way | | | | | | $ 0 |
| 3. Engineering basic fees | | $ 539,000 | | | | $ 539,000 |
| 4. Other engineering fees | | $ 220,000 | | | | $ 220,000 |
| 5. Project inspection fees | | | | | | $ 0 |
| 6. Land development | | | | | | $ 0 |
| 7. Relocation expenses | | | | | | $ 0 |
| 8. Construction and project improvement | | $ 3,393,000 | | | | $ 3,393,000 |
| 9. Equipment | | | | | | $ 0 |
| 10. Capitalized interest | | | | | | $ 0 |
| 11. | | | | | | $ 0 |
| 12. | | | | | | $ 0 |
| 13. **SUBTOTAL** | $ 0 | $ 4,152,000 | $ 0 | $ 0 | $ 0 | $ 4,152,000 |
| 14. Contingencies | | $ 339,000 | | | | $ 339,000 |
| 15. **TOTAL** | $ 0 | $ 4,491,000 | $ 0 | $ 0 | $ 0 | $ 4,491,000 |

16. CWSRF Funds ........................................ $ 0
17. DWSRF Funds ........................................ $ 4,491,000
18. IRFL ........................................ $ 0
19. Local ........................................ $ 0
20. OTHER (Specify) ........................................ $ 0
21. **TOTAL ALL FUNDS** ........................................ $ 4,491,000

Industrial Commission
of North Dakota

Kelly Armstrong
GOVERNOR

Drew H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER

NORTH Dakota | Public Finance Authority
Be Legendary.

October 27, 2025

Jim Neubauer, City Administrator
City of Mandan
jneubauer@cityofmandan.com

Dear Jim,

The City of Mandan's requested loan in the amount of $4,491,000 was approved on October 27, 2025. The financing will be provided under the **Drinking Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

Please be sure to alert your Independent Public Accounting Firm or the Office of the State Auditor that the Drinking Water State Revolving Fund Program (Environmental Protection Agency's Capitalization Grants for Drinking Water State Revolving Funds, Assistance Listing #66.468) is considered a federal award for auditing purposes. Your financial statements may be required to be audited in compliance with the Single Audit Act with respect to the receipt and expenditure of loan proceeds. In addition, any equipment purchased with SRF funds must comply with the Federal equipment management requirements published in 2 CFR, Part 215. If you have any questions, please discuss this with your Auditor.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager

cc: Scott Wegner, Arntson Stewart Wegner PC, swegner@aswbondlaw.com
Jarek Wigness, City Engineer, jarek.wigness@cityofmandan.com
Greg Welch, Finance Director, gwelch@cityofmandan.com

1200 Memorial Highway, PO Box 5509 – Bismarck, North Dakota 58506-5509
ndpfa@nd.gov – www.nd.gov/pfa
(701) 328-7100

| Drinking Water Loan Info -- Preliminary | |
|---|---|
| Loan # | 254 |
| Loan | Mandan |
| Interest Rate | 0.00% |
| Administration Fee | 0.50% |
| Approved Amount | 4,491,000.00 |
| Loan Forgiveness | -2,964,060.00 |
| Loan Amount | 1,526,940.00 |
| Fully Funded Amount | 0.00 |
| Issuance Denomination | 5,000.00 |
| Credit Rating | N/A |
| Security Type | Revenue |
| Closing Date | 12/15/2025 |
| First Maturity | 9/1/2031 |
| Term | 20 |
| Final Maturity | 9/1/2050 |
| First Interest | 3/1/2026 |
| First Interest Payment | 0.00 |
| First Admin. Payment | 333.00 |
| Debt Service Reserve Fund | 80,000.00 |
| First DSRF Payment | 9/1/2031 |

Project Description
LSL Replacement

| Date | Principal | Interest | Total Principal & Interest | Annual P&I Payment | Outstanding Balance | Admin. Fee | Total Payment | Annual Total Payment | Debt Service Reserve Funding |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 1,526,940.00 | | | | |
| 3/1/2026 | - | - | - | - | 1,526,940.00 | 333.00 | 333.00 | - | - |
| 9/1/2026 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | 4,150.35 | - |
| 3/1/2027 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | - | - |
| 9/1/2027 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | 7,634.70 | 16,000.00 |
| 3/1/2028 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | - | - |
| 9/1/2028 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | 7,634.70 | 16,000.00 |
| 3/1/2029 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | - | - |
| 9/1/2029 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | 7,634.70 | 16,000.00 |
| 3/1/2030 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | - | - |
| 9/1/2030 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | 7,634.70 | 16,000.00 |
| 3/1/2031 | - | - | - | - | 1,526,940.00 | 3,817.35 | 3,817.35 | - | - |
| 9/1/2031 | 71,940.00 | - | 71,940.00 | 71,940.00 | 1,455,000.00 | 3,817.35 | 75,757.35 | 79,574.70 | 16,000.00 |
| 3/1/2032 | - | - | - | - | 1,455,000.00 | 3,637.50 | 3,637.50 | - | - |
| 9/1/2032 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,380,000.00 | 3,637.50 | 78,637.50 | 82,275.00 | - |
| 3/1/2033 | - | - | - | - | 1,380,000.00 | 3,450.00 | 3,450.00 | - | - |
| 9/1/2033 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,305,000.00 | 3,450.00 | 78,450.00 | 81,900.00 | - |
| 3/1/2034 | - | - | - | - | 1,305,000.00 | 3,262.50 | 3,262.50 | - | - |
| 9/1/2034 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,230,000.00 | 3,262.50 | 78,262.50 | 81,525.00 | - |
| 3/1/2035 | - | - | - | - | 1,230,000.00 | 3,075.00 | 3,075.00 | - | - |
| 9/1/2035 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,155,000.00 | 3,075.00 | 78,075.00 | 81,150.00 | - |
| 3/1/2036 | - | - | - | - | 1,155,000.00 | 2,887.50 | 2,887.50 | - | - |
| 9/1/2036 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,080,000.00 | 2,887.50 | 77,887.50 | 80,775.00 | - |
| 3/1/2037 | - | - | - | - | 1,080,000.00 | 2,700.00 | 2,700.00 | - | - |
| 9/1/2037 | 75,000.00 | - | 75,000.00 | 75,000.00 | 1,005,000.00 | 2,700.00 | 77,700.00 | 80,400.00 | - |
| 3/1/2038 | - | - | - | - | 1,005,000.00 | 2,512.50 | 2,512.50 | - | - |
| 9/1/2038 | 75,000.00 | - | 75,000.00 | 75,000.00 | 930,000.00 | 2,512.50 | 77,512.50 | 80,025.00 | - |
| 3/1/2039 | - | - | - | - | 930,000.00 | 2,325.00 | 2,325.00 | - | - |
| 9/1/2039 | 75,000.00 | - | 75,000.00 | 75,000.00 | 855,000.00 | 2,325.00 | 77,325.00 | 79,650.00 | - |
| 3/1/2040 | - | - | - | - | 855,000.00 | 2,137.50 | 2,137.50 | - | - |
| 9/1/2040 | 75,000.00 | - | 75,000.00 | 75,000.00 | 780,000.00 | 2,137.50 | 77,137.50 | 79,275.00 | - |
| 3/1/2041 | - | - | - | - | 780,000.00 | 1,950.00 | 1,950.00 | - | - |
| 9/1/2041 | 75,000.00 | - | 75,000.00 | 75,000.00 | 705,000.00 | 1,950.00 | 76,950.00 | 78,900.00 | - |
| 3/1/2042 | - | - | - | - | 705,000.00 | 1,762.50 | 1,762.50 | - | - |
| 9/1/2042 | 75,000.00 | - | 75,000.00 | 75,000.00 | 630,000.00 | 1,762.50 | 76,762.50 | 78,525.00 | - |
| 3/1/2043 | - | - | - | - | 630,000.00 | 1,575.00 | 1,575.00 | - | - |
| 9/1/2043 | 75,000.00 | - | 75,000.00 | 75,000.00 | 555,000.00 | 1,575.00 | 76,575.00 | 78,150.00 | - |
| 3/1/2044 | - | - | - | - | 555,000.00 | 1,387.50 | 1,387.50 | - | - |
| 9/1/2044 | 75,000.00 | - | 75,000.00 | 75,000.00 | 480,000.00 | 1,387.50 | 76,387.50 | 77,775.00 | - |
| 3/1/2045 | - | - | - | - | 480,000.00 | 1,200.00 | 1,200.00 | - | - |
| 9/1/2045 | 80,000.00 | - | 80,000.00 | 80,000.00 | 400,000.00 | 1,200.00 | 81,200.00 | 82,400.00 | - |
| 3/1/2046 | - | - | - | - | 400,000.00 | 1,000.00 | 1,000.00 | - | - |
| 9/1/2046 | 80,000.00 | - | 80,000.00 | 80,000.00 | 320,000.00 | 1,000.00 | 81,000.00 | 82,000.00 | - |
| 3/1/2047 | - | - | - | - | 320,000.00 | 800.00 | 800.00 | - | - |
| 9/1/2047 | 80,000.00 | - | 80,000.00 | 80,000.00 | 240,000.00 | 800.00 | 80,800.00 | 81,600.00 | - |
| 3/1/2048 | - | - | - | - | 240,000.00 | 600.00 | 600.00 | - | - |
| 9/1/2048 | 80,000.00 | - | 80,000.00 | 80,000.00 | 160,000.00 | 600.00 | 80,600.00 | 81,200.00 | - |
| 3/1/2049 | - | - | - | - | 160,000.00 | 400.00 | 400.00 | - | - |
| 9/1/2049 | 80,000.00 | - | 80,000.00 | 80,000.00 | 80,000.00 | 400.00 | 80,400.00 | 80,800.00 | - |
| 3/1/2050 | - | - | - | - | 80,000.00 | 200.00 | 200.00 | - | - |
| 9/1/2050 | 80,000.00 | - | 80,000.00 | 80,000.00 | - | 200.00 | 80,200.00 | 80,400.00 | - |
| **Total** | $ 1,526,940.00 | $ - | $ 1,526,940.00 | $ 1,526,940.00 | | $ 116,048.85 | $ 1,642,988.85 | $ 1,642,988.85 | $ 80,000.00 |

$4,491,000
CITY OF MANDAN, NORTH DAKOTA
WATER REVENUE BOND, SERIES 2026
LEAD SERVICE LINE REPLACEMENT
(DRINKING WATER STATE REVOLVING FUND)

WHEREAS, the City of Mandan, North Dakota (the "City") owns, operates and maintains a water utility system for the purpose of providing water facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's water utility from water utility revenues; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by NDCC Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project; and

WHEREAS, applicable Safe Drinking Water Capitalization Grants require that a portion of the grants be used for loan forgiveness and the City has been approved for partial principal forgiveness.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

**SECTION 1.** **DEFINITIONS.** As used in this Resolution, the following words shall have the following meanings:

"***Bond Fund***" means the Bond Fund established pursuant to Section 10 hereof.

"***Bonds***" or "***Bond***" means the City of Mandan, North Dakota, Water Revenue Bond, Series 2026 issued pursuant to this Resolution.

"***Bondholders***" means the person or persons in whose name such Bond shall be registered.

"***City***" means the City of Mandan, North Dakota, a North Dakota political subdivision and its successors and assigns.

"***Commission***" means the Board of City Commissioners of the City.

"***Construction Fund"*** means the Construction Fund established pursuant to Section 12 hereof.

"***Date of Issue***" means the date on which the aggregate draws under the Bond exceeds the lesser or $50,000 or five percent (5%) of the issue price of the Bond.

"***Default***" means any event specified in Section 17(a) of this Resolution.

"***Department***" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"***Facilities***" means the water, water treatment and distribution facilities of the City, including any improvements, betterments, additions, renewals and replacements thereto.

"***Gross Revenues***" means (a) all fees and charges collected for use of the Facilities, and (b) solely with respect to the Facilities (i) revenues from other activities furnished by the City, (ii) revenues from product sales, and (iii) other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes; (b) payments of assessments levied against benefitted properties; (c) the proceeds of grants; (d) the proceeds of borrowing for capital improvements; (e) the proceeds of liability insurance; and (f) the proceeds of casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"***Loan***" means the loan evidenced by the Municipal Securities, made by the NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"***Loan Agreement***" means the State Revolving Fund Program Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"***Municipal Securities***" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"***Net Revenues***" means Gross Revenues less Operating Expenses.

"***N.D.C.C.***" means the North Dakota Century Code.

"***NDPFA***" means the North Dakota Public Finance Authority.

"***Operating Expenses***" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"***Parity Bonds***" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"***Project***" means improvements to the Facilities consisting of, but not limited to, lead service line replacement and associated appurtenances.

"***Registrar***" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"***Reserve Fund***" means the Reserve Fund established pursuant to Section 11 hereof.

"***Reserve Fund Requirement*** " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bond, (ii) the maximum annual principal and interest payment requirement on the Bond, or (iii) 125% of the average annual debt service requirements on the Bond.

"***Resolution***" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"***State***" means the State of North Dakota.

**SECTION 2.** **AUTHORIZATION.** Pursuant to the authority of Chapter 40-35, N.D.C.C. and the provisions of this Resolution, a bond of the City of Mandan, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Four Million Four Hundred Ninety One Thousand Dollars ($4,491,000). The Bond shall be designated "$4,491,000 City of Mandan, North Dakota, Water Revenue Bond, Series 2026" and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

Provided that following closing on the Bond and after the Loan is fully funded and all applicable requirements of the Department of Environmental Quality have been met by the City, $2,964,060 of the maximum principal amount of the Loan shall be forgiven, leaving a maximum Loan amount of $1,526,940.

**SECTION 3.** **SALE OF THE BOND.** The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed $4,491,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the principal amount of not to exceed $4,491,000. The Bond shall be issued only in fully registered form without coupons.

**SECTION 4.** **TERMS.** The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2050 and shall bear interest at the rate of 0% (plus an Administrative Fee as forth in the Loan Agreement) payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2031 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2050 subject however to the final debt schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary debt schedule has been presented to the Commission at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

**SECTION 5.** **REDEMPTION.** The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

**SECTION 6.** **PREPARATION AND EXECUTION; FORM OF BOND.** The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Commission, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bond shall be reproduced in substantially the form on file with the City Administrator.

**SECTION 7.** **DEDICATION OF NET REVENUES.** The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Net Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

**SECTION 8. <u>SECURITY</u>.** The Bond shall be a limited obligation of the City issued pursuant to Chapter 40-35, N.D.C.C., and shall be payable solely from the Net Revenues, as provided by this Resolution and does not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond.

**SECTION 9. <u>DISPOSITION OF BOND PROCEEDS</u>.** The estimated $4,491,000 proceeds derived from the sale of the Bond shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

**SECTION 10. <u>BOND FUND</u>.** The City shall establish and maintain so long as the Bond is outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(*a*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Net Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(*b*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Net Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(*c*) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Net Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Net Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

**SECTION 11. RESERVE FUND.** The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Net Revenues to the Reserve Fund.

The City shall fund the Reserve Fund from Net Revenues in the amount of $16,000 each September 1 commencing September 1, 2032, and on each September 1 thereafter with the final deposit made on September 1, 2036 totaling $80,000. The Reserve Fund requirement is based upon total draws of $1,526,940. In the event that the City draws less than $1,526,940 the Reserve Fund Requirement shall be adjusted downward. In the event that $2,964,060 of the maximum principal amount of the Loan is not forgiven, the Reserve Requirement and the required deposits shall be adjusted accordingly.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Net Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

**SECTION 12. CONSTRUCTION FUND.** The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Monies in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the North Dakota Century Code. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

**SECTION 13. RATE COVENANT.** The City covenants that it will impose, maintain and collect raters, fees and charges in connection with the operation of the Facilities which are projected to generate

Net Revenues at least equal to 1.10 times the annual debt service on the outstanding Bond and Parity Bonds. If the Net Revenues fail to meet this level the City shall promptly increase its rates, fees and charges to a level so that Net Revenues are projected to meet the required level.

**SECTION 14. GENERAL COVENANTS.** The City hereby covenants and agrees with the owners of all outstanding Bond as follows:

(*a*) That it will, to the extent the Net Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(*b*) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bonds upon request.

(*c*) That it will not issue bonds or other obligations having a claim equal or superior to the claim of the Bond upon the Net Revenues.

(*d*) That it will impose, maintain and collect the rates and charges for its Facilities in an amount sufficient to pay all Operating Expenses, and to produce Net Revenues sufficient to pay the principal of and interest on the Bonds as the same becomes due, and to fund the Reserve Fund.

(*e*) That all users of the Facilities will be metered.

(*f*) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(*g*) That the City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

**SECTION 15. REGISTRATION AND TRANSFER.** The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

**SECTION 16. PARITY BONDS.** The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, or for other authorized purposes upon the following conditions:

(*a*) No Default has occurred and is continuing;

(*b*) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and

(*c*) Net Revenues collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.10 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bond and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bond authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bond.

**SECTION 17. DEFAULT AND REMEDIES.**

(*a*) The following events shall constitute Default:

(*i*) failure to pay Bond principal or interest when due; or

(*ii*) failure to perform any other obligation of the City imposed by the Resolution or the Bond, but only if:

(*A*) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(*B*) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provision in the Loan Agreement shall prevail; or

(*iii*) imposition of a receivership upon the City; or

(*iv*) written admission by the City that the City is unable to pay its debts as they become due.

(*b*) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

**SECTION 18. INSURANCE AND FIDELITY BOND.** The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

**SECTION 19. LEASES.** The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA's counsel, does not affect the tax-exempt status of the Bond.

**SECTION 20. AMENDMENT OF RESOLUTION.** This Resolution may not be amended without the consent of the Bondholders.

**SECTION 21. DISCHARGE.** When the Bond, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

**SECTION 22. <u>OTHER DOCUMENTS AND PROCEEDINGS</u>.** The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate

**SECTION 23. <u>LOAN AGREEMENT</u>.** The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Commission and City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

**SECTION 24. <u>LOAN FORGIVENESS</u>.** During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

**SECTION 25. [RESERVED].**

**SECTION 26. [RESERVED].**

**SECTION 27. [RESERVED].**

**SECTION 28. <u>BUY AMERICAN REQUIREMENT</u>.** The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

**SECTION 29. <u>DAVIS BACON AND RELATED ACTS.</u>** The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

**SECTION 30. LOBBYING AND LITIGATION.** The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

**SECTION 31. RECORD AND REPORTING REQUIREMENTS.** The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bond and/or other remedial actions.

**SECTION 32. CERTIFICATES.** The President and City Administrator, in consultation with counsel, are hereby authorized to deliver certificates which cures ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates. Supplemental or amended documents may be executed without Commission approval.

**SECTION 33. ELECTRONIC SIGNATURES.** The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

Dated: February 17, 2026.

| **CITY OF MANDAN, NORTH DAKOTA** | Attest: |
|---|---|
| ________________________________ | ____________________________ |
| President, Board of City Commissioners | City Administrator |

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on February 17, 2026, with the motion for adoption made by ___________ and seconded by ____________, and the roll call vote on the motion was as follows:

"Aye" ________________________________________________________________

"Nay" ________________________________________________________________

Absent ________________________________________________________________