



**AGENDA
CITY COMMISSION
MARCH 17, 2026
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

The public may access the LIVE meeting at:

Watch & Listen

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

Dial: +1 312 626 6799

Webinar ID: 828 7744 9620

Listen

Radio Access 102.5 FM
RadioAccess.org

Web: <https://us02web.zoom.us/j/82877449620>

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Project Updates
2. Spring Clean-Up Week (April 20–25, 2026)

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

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

G. PUBLIC HEARING

1. Consider a request for a preliminary plat to be named Eighteen Eighty Four Addition
2. Consider sufficiency/insufficiency of protest for Street Improvement District 242

H. BIDS

1. Consider concurrence of bid award for the Downtown Phase I improvement project, Street Improvement District 236

I. CONSENT AGENDA

1. Consider approval of Monthly Bills
2. Consider approval for the following budget amendments and transfers:
 - a. Administration
 - b. Assessing
 - c. Building Inspections
 - d. Business Development & Communications
 - e. Engineering
 - f. Finance Department
 - g. Human Resources
 - h. Information Technology
 - i. Police
 - j. Public Works
3. Public Works 2026 Equipment Budget Reallocation
4. Consider a minor plat for Midway 18th Addition
5. Consider accepting the Hazard Mitigation Grant Award for the Cemetery Bank Stabilization project
6. Consider approval of the plans and specifications, Engineer's Report, and authorize the call for bids for the 2026 Municipal Sidewalk Improvement Project 2026-20

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider an amendment to the engineering services agreement to include construction services to the Terra Vallee sanitary sewer project

L. RESOLUTIONS AND ORDINANCES

1. Consider a resolution to submit proposed sales and use tax to June 2026 ballot
2. Consider a resolution determining sufficiency/insufficiency of protest for Street Improvement District 242
3. Second consideration of Ordinance No.1484 Floodplain Ordinance 105-4-4 of the Mandan Code of Ordinances
4. Consider a resolution to adjust the rate at which extra-duty police is billed

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, April 7, 2026 at 5:30 p.m. (Board of Equalization at 7 p.m.)
 - Tuesday, April 21, 2026 at 5:30 p.m.
 - Tuesday, May 5, 2026 at 5:30 p.m.

O. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Spring Clean-Up Week Announcement

STATEMENT/PURPOSE:

Public Works would like to announce the details for the 2026 Spring Clean-Up Week, scheduled for April 20–25, 2026. During this week, the City of Mandan will provide residents with expanded opportunities for disposal of bulky items at no charge, along with extended landfill hours.

Key Information:

Landfill Hours:

Open Saturday, April 18, and Monday, April 20–Saturday, April 25 from 8:00 a.m. to 4:45 p.m.

Landfill will accept furniture and appliances from City of Mandan residents free of charge during this period.

BACKGROUND/ALTERNATIVES:

Public Works would like to announce the details for the 2026 Spring Clean-Up Week, scheduled for April 20–25, 2026. During this week, the City of Mandan will provide residents with expanded opportunities for disposal of bulky items at no charge, along with extended landfill hours.

Key Information:

Landfill Hours:

Open Saturday, April 18, and Monday, April 20–Saturday, April 25 from 8:00 a.m. to 4:45 p.m.

Landfill will accept furniture and appliances from City of Mandan residents free of charge during this period.

ATTACHMENTS:

None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

The Mandan City Commission met in regular session at 5:30 PM on March 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, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Deputy Police Chief Bier, Building Official Singer, Fire Chief Bitz, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Recognition of Cappuccino on Collins for 2025-2026 Winter Business Awards.* Communications Specialist Schmidt presented.

2. *Volunteer Recognition - Laurie Leingang, Community Beautification Committee (12 years).* Communications Specialist Schmidt presented.

3. *Morton Mandan Public Library Passport Services Update.* Morton Mandan Public Library Director Barb Sandstrom presented.

4. *Assessment Notice.* City Assessor Markley presented.

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

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

F. MINUTES

1. *Consider approval of the February 17, 2026 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider approval of the February 27, 2026 Board of City Commission Special Meeting Minutes.* Commissioner Heinsohn moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

1. *Consider Floodplain District Ordinance #1484.* City Building Official Singer presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

H. BIDS

I. CONSENT AGENDA Commissioner Rohr moved and Commissioner Sjoberg seconded to approve items 1, 2, and 4, including all sub-items. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider approval of a raffle permit for Church of St. Joseph.*

2. *Consider approval of the Part-Time Real Property Appraiser (Assessing) job description.*

3. *Consider an Agreement for Cost-Share Reimbursement for 2026 Reconstruct Project Area*

2B. City Engineer Wigness presented. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the cost-share agreement, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider approval of a Gaming Site Authorization for New Salem Civic Club from July 1, 2026 to June 30, 2027.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider approving plans and specifications and authorizing the advertisement for bids for Project 3A - Near Red Trail elementary, Street Improvement District 241.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve plans and specifications and authorize the advertisement for bids. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Consider the first consideration of Ordinance #1484 Floodplain Ordinance 105-4-4 of the Mandan Code of Ordinances.* Commissioner Rohr moved and Commissioner Braun seconded to approve the first consideration of Ordinance #1484 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider the resolutions necessary to create Street Improvement District 243 (Mandan Proper Phase I).* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the Resolution of Necessity, Resolution to Create the District, and Resolution Approving the Engineer's Report. Roll Call vote: Aye 5, Nay 0. The motion passed. Commissioner Heinsohn moved and Commissioner Braun seconded to contribute Municipal Infrastructure Funds to the project at an estimated \$2,200,000. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *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.)*
- *Tuesday, April 21, 2026 at 5:30 p.m.*

O. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:01 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 5, 2026
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a request for a preliminary plat to be named Eighteen Eighty Four Addition.

STATEMENT/PURPOSE:

To consider a request from Kahl Family Trust for a preliminary plat to be named Eighteen Eighty Four Addition.

BACKGROUND/ALTERNATIVES:

Preliminary Plat Details

The applicant met with city staff at a pre-planning meeting on February 5, 2026. Staff discussed some concerns regarding master planning of this property in light of the recent Kahl Addition final plat which was approved at the October 7, 2025 meeting of City Commission. The master plan, as part of the Kahl Addition final plat, was approved by City Commission at the August 19, 2025 meeting. The preliminary plat was recommended for approval by the Planning and Zoning Commission at its meeting on February 23, 2026, contingent on an updated master plan.

This is the preliminary plat for the 1884 Addition, located in the SE1/4 of Section 32, T139N R81W, 5th PM, Morton County, ND, within the ETJ. This portion of the SE ¼ of Section 32 has been previously partially platted as Lot "A", and has six existing lots, Lot 1, Block 1, Kahl Irey Addition, Lot 2, Block 1, Kahl Irey Addition, Lot 1 of Lot "A", Lot 2 of Lot "A", Lot 3 of Lot "A", and the remainder of Lot "A". The applicant proposes to replat Lot 1, Lot 2, and Lot 3 of Lot "A" and replat Lots 1 & 2, Block 1, of the Kahl-Irey Addition.

Total Area: 15.3 acres to be platted into Lot 1 (2.0 acres), Lot 2 (1.5 acres), Lot 3 (2.41 acres), and Lot 4 (2.74 acres) of Block 1 and Lot 1 (1.05 acres), Lot 2 (2.17 acres), and Lot 3 (1.04 acres) of Block 2.

Four lots within Block 1 and three lots within Block 2. Lot 2 of Block 2 has a 147'

“panhandle” connecting that lot to 22 ½ Avenue. Lot 3 of Block 2 is a non-conforming remnant. Lot 3 of Block 1 has access to Kahl Street via a long corridor, which is currently part of an access easement in the Kahl-Irey Addition, however this access is not shown on the preliminary plat.

Access:

Access to the lots is via 22 ½ Avenue and a proposed 66’ wide access easement running east across Lot “A” from existing 22 ½ Avenue (labeled “Kahl Street” in the exhibit). 22 ½ Avenue is a public road, although access easements were granted to existing Lot 2 of Lot “A” in 1994 despite prior prescription. A portion of 22 ½ Avenue was platted with 80’ right-of-way, which is proposed to reduce to 66’.

Adjacent Zoning, Land Use, and Future Land Use

Adjacent Zoning: North/South/East/West – Agricultural

The future land use plan designates this area as public land, and is shown outside the 2030 growth boundary. The very low density residential nature of the development should be in line with this.

Additional Information and Public Outreach

This item was published in the Mandan News as required. An application and fee was received on January 14, 2026. Four notice letter were sent to adjacent property owners.

Staff Comments and Updates needed:

- The preliminary plat appears to protect access to existing and proposed lots.
- Staff requests that the owner and applicant develop an updated master plan prior to submission of a final plat.
- Lot 3 of Block 2 is an odd configuration and may not be able to be developed.
- The preliminary plat does not show the existing access easement to the existing Lot 2 of Kahl-Irey Addition, which should be maintained and shown on the final plat.

Findings of Fact - Preliminary Plat

1. All technical requirements for consideration of a preliminary plat have been met;
2. The proposed subdivision would likely not have substantial effects on the safety and circulation of public roadways in the vicinity, and therefore no traffic impact study is required;
3. The proposed plat includes sufficient easements and rights-of-way to provide for

orderly development and provision of municipal services beyond the boundaries of the subdivision for projects identified in City masterplans;

4. The City of Mandan and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the proposed subdivision at the time of development.
5. 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;
6. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
7. The proposed subdivision is consistent with the Comprehensive Plan, the Future Land Use Plan, and other plans and studies, policies and accepted planning practice;
8. The proposed subdivision would not adversely affect the public health, safety and general welfare.

ATTACHMENTS:

1. Application_Redacted
2. Location Map
3. Eighteen Eighty Four Add. without contours
4. Eighteen Eighty Four Add. with contours

FISCAL IMPACT:

N/A

STAFF IMPACT:

Considerable staff time has gone into this review

LEGAL REVIEW:

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

RECOMMENDATION:

City Staff recommends approval of the 1884 Addition Preliminary Plat, contingent on an updated master plan.

SUGGESTED MOTION:

I move to recommend approval of the 1884 Addition Preliminary Plat, contingent on an updated master plan.

City Commission

Agenda Documentation

March 17, 2026


Subject: Consider a request for a preliminary plat to be named Eighteen Eighty Four Addition

Page 4 of 4

CITY OF MANDAN	
Development Review Application	
<input type="checkbox"/>	Minor Plat (\$300)
<input checked="" type="checkbox"/>	Preliminary Plat up to 20 acres (\$450)
<input type="checkbox"/>	Preliminary Plat more than 20 acres (\$500)
<input type="checkbox"/>	Final Plat up to 20 lots (\$450)
<input type="checkbox"/>	Final Plat 21 to 40 lots (\$600)
<input type="checkbox"/>	Final Plat more than 40 lots (\$750)
<input type="checkbox"/>	Annexation (\$450)
<input type="checkbox"/>	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)
<input type="checkbox"/>	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)
<input type="checkbox"/>	Zone Change (\$600)
<input type="checkbox"/>	Planned Unit Development (\$700)
<input type="checkbox"/>	Land Use and Transportation Plan Amendment (\$1,000)
<input type="checkbox"/>	Vacation (\$500)
<input type="checkbox"/>	Variance (\$400)
<input type="checkbox"/>	Special Use Permit (\$450)
<input type="checkbox"/>	Stormwater submittal (\$300)
<input type="checkbox"/>	Stormwater 2 nd & subsequent resubmittal (\$50)
<input type="checkbox"/>	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	
The applicant wants 1 lot to place a home.	

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

Location		Type		Existing Zone	Proposed Zone	Project Name	
<input type="checkbox"/> City	<input checked="" type="checkbox"/> ETA	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Addition	Agriculture	Agriculture	Eighteen Eighty-Four Subdivision	
Property Address				Legal Description			
N/A				Portion of Lot A of the SE 1/4			
Current Use							
Agriculture							
Proposed Use							
Residential				Section 32	Township 139	Range 81	
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	
1.51 Ac.							

Print Name LARRY KAHL	Signature 	Date 1/8/2021
--------------------------	---	------------------

Office Use Only			
Date Received:	Initials: <i>ym</i>	Fees Paid: \$ 300	Date: 1-14-2026
Notice in paper	Mailed to neighbors	P&Z meeting	
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> Denied			



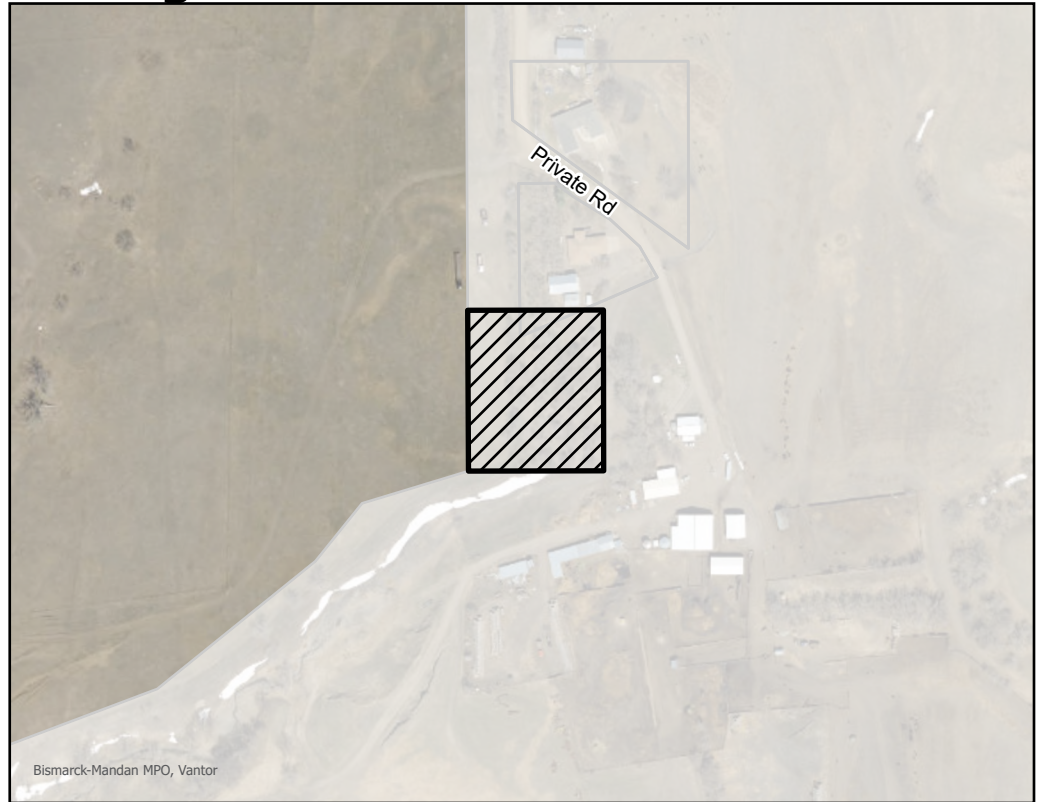
Zoning and Future Land Use Reference Map

Eighteen Eighty Four Addition

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

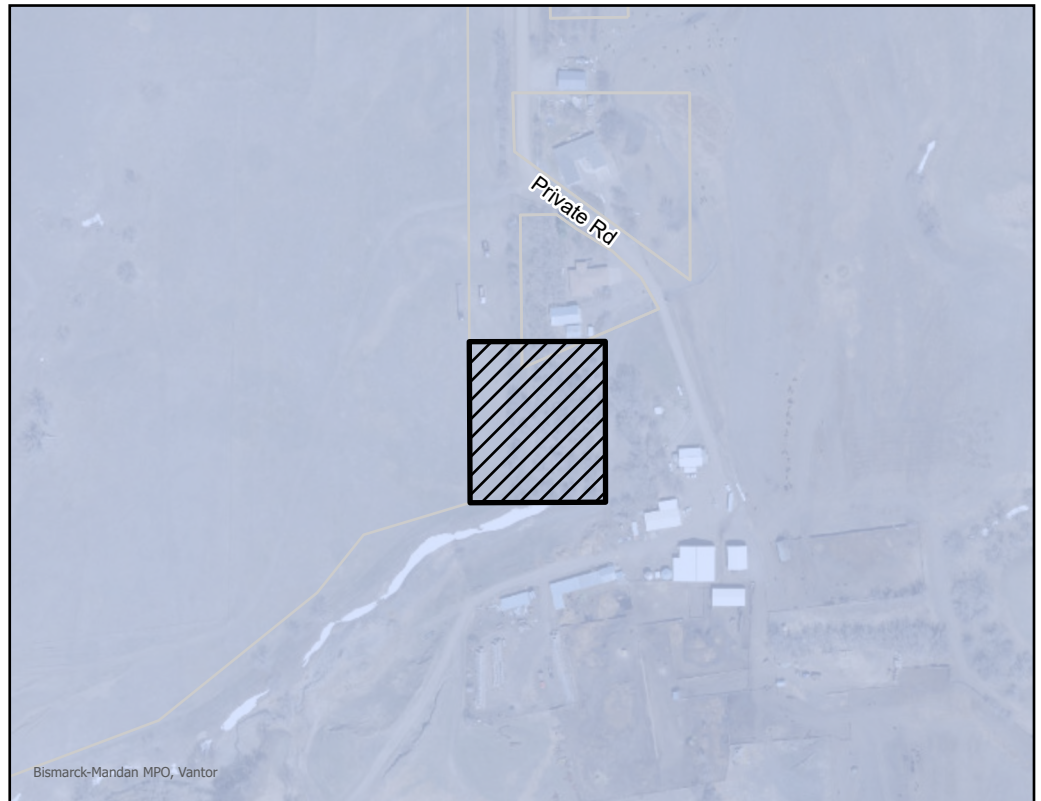


Bismarck-Mandan MPO, Vantor

Future Land Use Plan

Future Land Use Plan Key

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



Bismarck-Mandan MPO, Vantor



EIGHTEEN EIGHTY-FOUR ADDITION

A PORTION OF LOT "A"; A REPLAT OF LOT 1, LOT 2, and LOT 3 OF LOT "A";
AND A REPLAT OF THE KAHL-IREY ADDITION; ALL LOCATED IN THE SE 1/4 OF SECTION 32
TOWNSHIP 139 NORTH, RANGE 81 WEST, 5th PRINCIPAL MERIDIAN
CITY OF MANDAN, EXTRATERRITORIAL JURISDICTION
MORTON COUNTY, NORTH DAKOTA

DESCRIPTION OF PROPERTY:
A portion of Lot "A"; a replat of Lot 1, Lot 2, and Lot 3 of Lot "A"; and a replat of the Kahl-Irey Addition; all located in the SE1/4 of Section 32, Township 139 North, Range 81 West, 5th Principal Meridian, City of Mandan, Extraterritorial Jurisdiction, Morton County, North Dakota.

Commencing at the East Quarter Section Corner Brass Cap, thence S 89 Deg. 52 Min. 04 Sec. W along the latitudinal centerline of said section a distance of 570.12 feet to the Point of Beginning (P.O.B.), thence S 36 Deg. 20 Min 04 Sec. E a distance of 431.94 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 245.82 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 324.49 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 455.63 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 195.68 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 280.00 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 235.00 feet to the westerly boundary of Lot "A", thence N 00 Deg. 06 Min. 22 Sec. W along the westerly boundary of Lot "A", a distance of 1330.00 feet to a point on the latitudinal centerline of said section and being the Northwest corner of Lot "A", thence N 89 Deg. 52 Min. 04 Sec. E along the latitudinal centerline of said section a distance of 499.58 feet to the Point of Beginning.

The described tract contains 15.30 acres, more or less, and are subject to any prior easements and reservations.

SURVEYORS CERTIFICATION:

I hereby certify that this plat was prepared by me or under my direct supervision, that the plat is a correct representation of the survey, the monuments are placed and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.

John Sauber Jr., PE/PLS

Date _____ Reg. No. LS-8427

STATE OF NORTH DAKOTA,

County of Morton} ss

Subscribed and sworn to before me this _____ day _____, 20____.

_____, Notary Public

My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:

We, the undersigned, being the duly authorized representatives of the Kahl Family Trust, whose address is 2226 Sunny Road South, Mandan, North Dakota 58554, owner of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Allen Kahl _____ Larry Kahl _____ Randy Kahl _____

STATE OF NORTH DAKOTA,

County of Morton} ss

Subscribed and sworn to before me this _____ day _____, 20____.

_____, Notary Public

My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:

We, the undersigned, whose address is 2226 Sunny Road South, Mandan, North Dakota 58554, owner of Lot one of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Randy J. Kahl _____ Christi M. Kahl _____

STATE OF NORTH DAKOTA,

County of Morton} ss

Subscribed and sworn to before me this _____ day _____, 20____.

_____, Notary Public

My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:

We, the undersigned, whose address is 2232 Sunny Road South, Mandan, North Dakota 58554, owner of Lot two of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Allen L. Kahl _____ Kaaren J. Kahl _____

STATE OF NORTH DAKOTA,

County of Morton} ss

Subscribed and sworn to before me this _____ day _____, 20____.

_____, Notary Public

My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:

We, the undersigned, whose address is 2230 Sunny Road South, Mandan, North Dakota 58554, owner of Lot 3 of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Brad Benz _____ Tessa Benz _____

STATE OF NORTH DAKOTA,

County of Morton} ss

Subscribed and sworn to before me this _____ day _____, 20____.

_____, Notary Public

My commission expires: _____

PLANNING COMMISSION APPROVAL:

The subdivision of land shown herein has been approved by the Planning Commission of the City of Mandan, North Dakota, this _____ day of _____, 2026 in accordance with the laws of the State of North Dakota, ordinances of the City of Mandan, and regulations adopted by the Planning Commission of said City. In Witness whereof are set the hands of the chairman and the secretary of the Planning Commission of the City of Mandan, North Dakota

Bill Robinson - Chairman

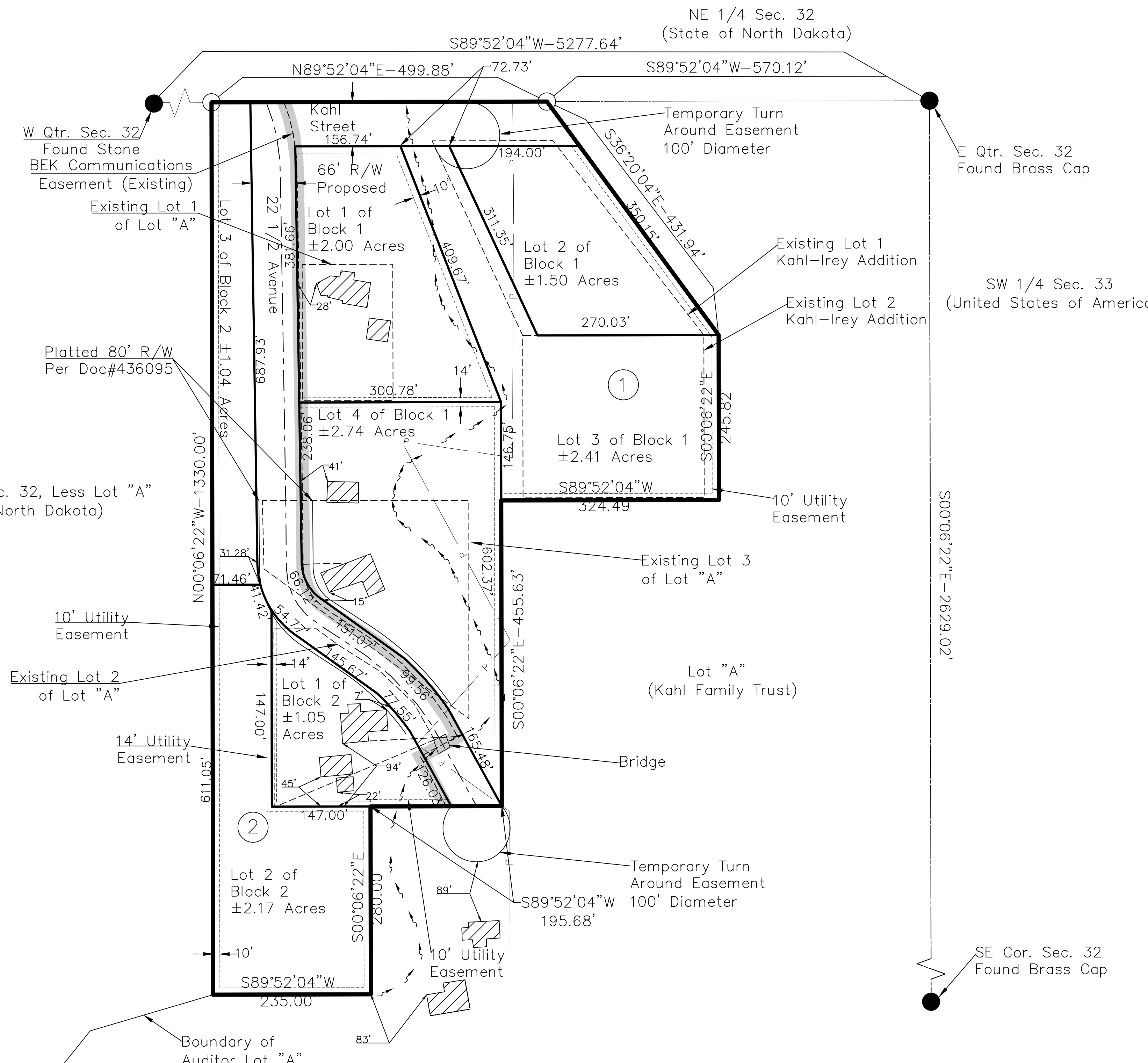
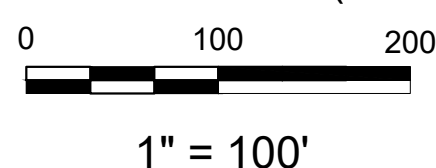
Nancy Moses - Secretary



LEGEND -

- Monument Found ●
- Monument Set w/BPC (LS-8427) ○
- Qtr. Section Line _____
- Section Line _____
- Existing Lots _____
- Existing Structures
- Existing OH Power _____
- BEK Easement (20')
- Utility Easement _____

GRAPHIC SCALE (in feet)



NOTES -

Bearings & distances shown represent the locations of monuments found/set during this survey and may vary from the bearings & distances recorded from previous surveys.

Basis of Bearing: North Dakota State Plane Coordinate System, South Zone - NAD83

The Distances Reported are in Reference to the International Foot Definition and are in Ground Per NDDOT Combination Factor for Morton County (1/CF = 1.0001515230)

Field Survey Conducted on
-05/08/2025
-05/21/2025
Plat Drafted on 2/10/2026



2401 46th Ave. SE, Suite 110
PO Box 399
Mandan, ND 58554

CITY ENGINEER APPROVAL:
I, Jarek Wigness, City Engineer for the City of Mandan, North Dakota, Hereby Approves "Eighteen Eighty-Four Addition" of the City of Mandan, Morton County, North Dakota as Shown on the Annexed Plat.

Jarek Wigness - Mandan City Engineer

APPROVAL OF THE 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, has accepted 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 approved the _____ day of _____, 2026

Jim Neubauer - City Administrator

James Froelich - President of the Board of City Commissioners

I, Dawn Rhone, Auditor of Morton County, do hereby certify that all delinquent and current property taxes and installments of special assessments are paid and TRANSFER ENTERED this _____ day of _____, 20____.

MORTON COUNTY AUDITOR

EIGHTEEN EIGHTY-FOUR ADDITION
 A PORTION OF LOT "A"; A REPLAT OF LOT 1, LOT 2, and LOT 3 OF LOT "A";
 AND A REPLAT OF THE KAHL-IREY ADDITION; ALL LOCATED IN THE SE 1/4 OF SECTION 32
 TOWNSHIP 139 NORTH, RANGE 81 WEST, 5th PRINCIPAL MERIDIAN
 CITY OF MANDAN, EXTRATERRITORIAL JURISDICTION
 MORTON COUNTY, NORTH DAKOTA

DESCRIPTION OF PROPERTY:
 A portion of Lot "A"; a replat of Lot 1, Lot 2, and Lot 3 of Lot "A"; and a replat of the Kahl-Irey Addition; all located in the SE1/4 of Section 32, Township 139 North, Range 81 West, 5th Principal Meridian, City of Mandan, Extraterritorial Jurisdiction, Morton County, North Dakota.

Commencing at the East Quarter Section Corner Brass Cap, thence S 89 Deg. 52 Min. 04 Sec. W along the latitudinal centerline of said section a distance of 570.12 feet to the Point of Beginning (P.O.B.), thence S 36 Deg. 20 Min 04 Sec. E a distance of 431.94 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 245.82 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 324.49 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 455.63 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 195.68 feet, thence S 00 Deg. 06 Min. 22 Sec. E a distance of 280.00 feet, thence S 89 Deg. 52 Min. 04 Sec. W a distance of 235.00 feet to the westerly boundary of Lot "A", thence N 00 Deg. 06 Min. 22 Sec. W along the westerly boundary of Lot "A", a distance of 1330.00 feet to a point on the latitudinal centerline of said section and being the Northwest corner of Lot "A", thence N 89 Deg. 52 Min. 04 Sec. E along the latitudinal centerline of said section a distance of 499.58 feet to the Point of Beginning.

The described tract contains 15.30 acres, more or less, and are subject to any prior easements and reservations.

SURVEYORS CERTIFICATION:
 I hereby certify that this plat was prepared by me or under my direct supervision, that the plat is a correct representation of the survey, the monuments are placed and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.

John Sauber Jr., PE/PLS
 Date _____ Reg. No. LS-8427
 STATE OF NORTH DAKOTA,
 County of Morton} ss
 Subscribed and sworn to before me this _____ day _____, 20____
 _____, Notary Public
 My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:
 We, the undersigned, being the duly authorized representatives of the Kahl Family Trust, whose address is 2226 Sunny Road South, Mandan, North Dakota 58554, owner of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Allen Kahl _____ Larry Kahl _____ Randy Kahl _____
 STATE OF NORTH DAKOTA,
 County of Morton} ss
 Subscribed and sworn to before me this _____ day _____, 20____
 _____, Notary Public
 My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:
 We, the undersigned, whose address is 2226 Sunny Road South, Mandan, North Dakota 58554, owner of Lot one of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Randy J. Kahl _____ Christi M. Kahl _____
 STATE OF NORTH DAKOTA,
 County of Morton} ss
 Subscribed and sworn to before me this _____ day _____, 20____
 _____, Notary Public
 My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:
 We, the undersigned, whose address is 2232 Sunny Road South, Mandan, North Dakota 58554, owner of Lot two of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

Allen L. Kahl _____ Kaaren J. Kahl _____
 STATE OF NORTH DAKOTA,
 County of Morton} ss
 Subscribed and sworn to before me this _____ day _____, 20____
 _____, Notary Public
 My commission expires: _____

OWNER'S CERTIFICATE OF DEDICATION:
 We, the undersigned, whose address is 2230 Sunny Road South, Mandan, North Dakota 58554, owner of Lot 3 of Lot A, being a portion of the land platted herein, do hereby voluntarily consent to the execution of said plat.

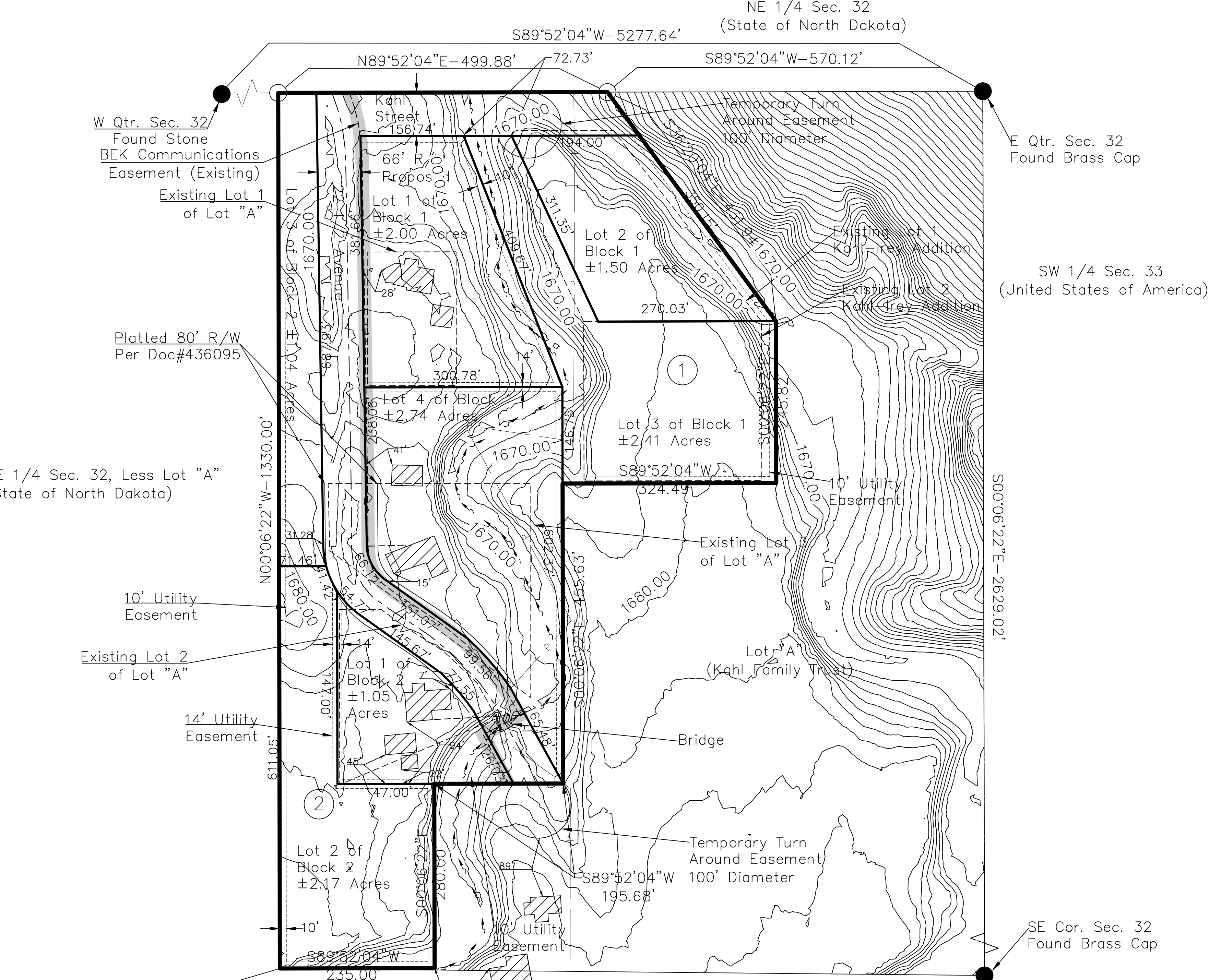
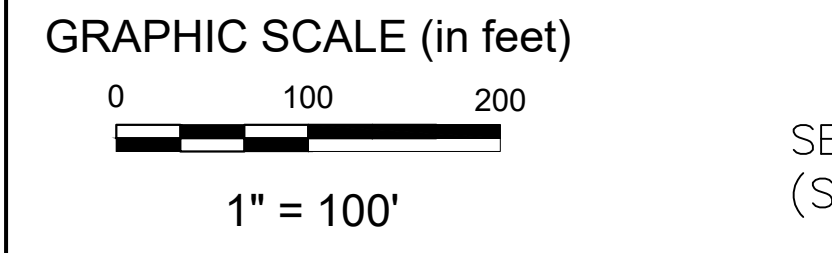
Brad Benz _____ Tessa Benz _____
 STATE OF NORTH DAKOTA,
 County of Morton} ss
 Subscribed and sworn to before me this _____ day _____, 20____
 _____, Notary Public
 My commission expires: _____

PLANNING COMMISSION APPROVAL:
 The subdivision of land shown herein has been approved by the Planning Commission of the City of Mandan, North Dakota, this _____ day of _____, 2026 in accordance with the laws of the State of North Dakota, ordinances of the City of Mandan, and regulations adopted by the Planning Commission of said City. In Witness whereof are set the hands of the chairman and the secretary of the Planning Commission of the City of Mandan, North Dakota

Bill Robinson - Chairman _____ Nancy Moses - Secretary _____



- LEGEND -**
- Monument Found ●
 - Monument Set w/BPC (LS-8427) ○
 - Qtr. Section Line - - - - -
 - Section Line _____
 - Existing Lots - - - - -
 - Existing Structures
 - Existing OH Power - - - - -
 - BEK Easement (20')
 - Utility Easement - - - - -

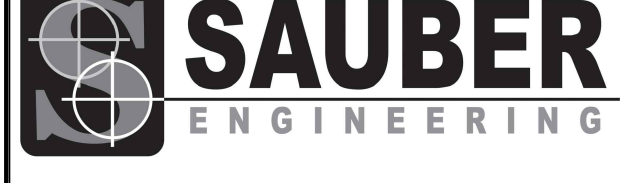


NOTES -
 Bearings & distances shown represent the locations of monuments found/set during this survey and may vary from the bearings & distances recorded from previous surveys.

Basis of Bearing: North Dakota State Plane Coordinate System, South Zone - NAD83

The Distances Reported are in Reference to the International Foot Definition and are in Ground Per NDDOT Combination Factor for Morton County (1/CF = 1.0001515230)

Field Survey Conducted on
 -05/08/2025
 -05/21/2025
 Plat Drafted on 2/10/2026



CITY ENGINEER APPROVAL:
 I, Jarek Wigness, City Engineer for the City of Mandan, North Dakota, Hereby Approves "Eighteen Eighty-Four Addition" of the City of Mandan, Morton County, North Dakota as Shown on the Annexed Plat.

 Jarek Wigness - Mandan City Engineer

APPROVAL OF THE 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, has accepted 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 approved the _____ day of _____, 2026

 Jim Neubauer - City Administrator

 James Froelich - President of the Board of City Commissioners

I, Dawn Rhone, Auditor of Morton County, do hereby certify that all delinquent and current property taxes and installments of special assessments are paid and TRANSFER ENTERED this _____ day of _____, 20____

 MORTON COUNTY AUDITOR



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider sufficiency/insufficiency of protest for Street Improvement District 242

STATEMENT/PURPOSE:

To hold a public meeting related to the determination of sufficiency of protest for the Street Improvement District 242 project, near Roosevelt Elementary.

BACKGROUND/ALTERNATIVES:

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

After the February 3rd commission meeting, mailers were sent out with estimated assessments for the 2026 project. A 30-day protest period started when the resolution of necessity was posted in the Mandan News on February 6th and concluded on March 9th. **The results of the protest are summarized in the following table:**

*Total Sq. Ft.:	4,510,410.97	* all parcels within district except: City of Mandan, Mandan Parks, Mandan Schools, State of ND

	Sq. Ft.	Percentage
VALID:	2,038,178.40	45.19%
INVALID:	67,564.22	1.50%
WITHDRAWN:	283,842.18	6.29%

ATTACHMENTS:

None

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

All documents have been made available to the City Attorney.

RECOMMENDATION:

To hold a public meeting and then move to the associated item in resolutions and ordinances.

SUGGESTED MOTION:

N/A (move to Resolutions and Ordinance #2 open public hearing closure)



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Award bids for 1st Street Improvements/Downtown
 Phase 1 Street improvement district 236

STATEMENT/PURPOSE:

To award the bids for Street Improvement District 236 to Siteworx Excavation & Development Company

BACKGROUND/ALTERNATIVES:

There were six bidders for the project. The engineers' estimate was \$5,727,990.00. Five of the six bidders bid below the engineers' estimate. The low bid for Grading, Aggregate Base, PCC Pavement, Storm Sewer, Watermain, Sanitary Sewer, Curb & Gutter, Sidewalk, Signing, Marking, Lighting, Landscaping was submitted by Siteworx Excavation & Development Company of Bismarck, ND in the amount of \$5,042,074.08, approximately 12% below the estimate. The submitted bids are summarized in the table below:

Bidder	Total	Above/Below Estimate
Engineer's Estimate	\$ 5,727,990.00	0%
SiteWorx	\$ 5,042,074.08	-12%
Reede	\$ 5,045,161.90	-12%
Ti-Zack	\$ 5,363,749.43	-6%
Strata	\$ 5,397,943.15	-6%
Northern Improvement	\$ 5,854,184.71	2%

City Commission

Agenda Documentation

March 17, 2026

Subject: Consider concurrence of bid award for the Downtown Phase I improvement project, Street Improvement District 236

Page 2 of 2

ATTACHMENTS:

1. Notice of Bids

FISCAL IMPACT:

According to the agreement with the NDDOT, the City's share for UGP-1-988(052) is estimated to be \$2,686,074.08. UGP federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$2,356,000. A combination of Special assessments, utility fund and municipal infrastructure funds will be used to pay for the City's share.

STAFF IMPACT:

Staff will spend time coordinating with consultant engineers and the NDDOT.

LEGAL REVIEW:

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

RECOMMENDATION:

To concur with the bid award from the NDDOT for street improvement district 236.

SUGGESTED MOTION:

I move to concur with the bid award to SiteWorx Excavation, as presented.

February 27, 2026

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

PROJECT: UGP-1-988(052), PCN 24136 -MORTON CO; 1ST ST NW, 6TH AVE NW TO 4TH AVE NW; 5TH AVE NW, 1ST ST NW TO 2ND ST NW; 4TH AVE NW, MAIN ST TO 2ND ST NW – MANDAN

Dear Mr. Wigness:

Bids for the construction on the above noted project were taken at our bid opening of February 27, 2026. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Aggregate Base, PCC Pavement, Storm Sewer, Watermain, Sanitary Sewer, Curb & Gutter, Sidewalk, Signing, Marking, Lighting, Landscaping was submitted by Siteworx Excavation & Development Company of Bismarck, ND in the amount of \$5,042,074.08. According to the agreement with the City of Mandan, the City's share for **UGP-1-988(052)** is estimated to be \$2,686,074.08. UGP federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$2,356,000. The City is responsible for the balance of the project.

The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

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

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**

Bid Opening Date: **2/27/2026**

Project Number: **UGP-1-988(052)**

PCN: **24136**

Job Number: **24136**

English/Metric: **ENGLISH**

Contract with **SITWORX EXCAVATION & DEVELOPMENT COMPAN BISMARCK, ND**

Signed Date:

County(s): **MORTON**

Location: **1ST ST NW, 6TH AVE NW TO 4TH AVE NW; 5TH AVE NW, 1ST ST NW TO 2ND ST NW; 4TH AVE NW, MAIN ST TO 2ND ST NW - MANDAN**

North Dakota **FEDERAL AID**

Bid Opening Date: **2/27/2026**

Project Number: **UGP-1-988(052)**

PCN: **24136**

Job Number: **24136**

English/Metric: **ENGLISH**

Roadway: **URBAN**

1ST, L698_059M 0.5038 TO 0.6486
4TH, L699_059M 0.0027 TO 0.1479
5TH, L684_059M 0.0002 TO 0.0721

Type: **GRADING, AGGREGATE BASE, PCC PAVEMENT, CURB & GUTTER, SIDEWALK, SIGNING, MARKING, LIGHTING, LANDSCAPING**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.650	L SUM	\$80,000.00	\$52,000.00
201 0370	REMOVAL OF TREES 10IN	6.000	EA	\$450.00	\$2,700.00
201 0380	REMOVAL OF TREES 18IN	1.000	EA	\$1,500.00	\$1,500.00
202 0114	REMOVAL OF CONCRETE PAVEMENT	9,074.000	SY	\$20.00	\$181,480.00
202 0130	REMOVAL OF CURB & GUTTER	2,697.000	LF	\$15.00	\$40,455.00
202 0132	REMOVAL OF BITUMINOUS SURFACING	5,013.000	SY	\$10.00	\$50,130.00
203 0101	COMMON EXCAVATION-TYPE A	1,238.000	CY	\$10.00	\$12,380.00
203 0109	TOPSOIL	311.000	CY	\$32.00	\$9,952.00
203 0119	TOPSOIL-IMPORTED	48.000	CY	\$105.00	\$5,040.00
203 0140	BORROW-EXCAVATION	442.000	CY	\$37.00	\$16,354.00
216 0100	WATER	173.000	M GAL	\$40.00	\$6,920.00
230 0165	SUBGRADE PREPARATION-TYPE A-12IN	17.800	STA	\$1,000.00	\$17,800.00
251 0200	SEEDING CLASS II	0.450	ACRE	\$21,440.00	\$9,648.00
253 0201	HYDRAULIC MULCH	0.900	ACRE	\$2,440.00	\$2,196.00
302 0121	AGGREGATE BASE COURSE CL 5	3,406.000	CY	\$73.00	\$248,638.00
550 0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	8,198.000	SY	\$108.10	\$886,203.80
550 0330	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	375.000	SY	\$208.05	\$78,018.75
702 0100	MOBILIZATION	0.650	L SUM	\$230,000.00	\$149,500.00
704 1000	TRAFFIC CONTROL SIGNS	1,081.000	UNIT	\$2.00	\$2,162.00
704 1052	TYPE III BARRICADE	21.000	EA	\$100.00	\$2,100.00
704 1054	SIDEWALK BARRICADE	8.000	EA	\$85.00	\$680.00
704 1058	PEDESTRIAN WALKWAY	2,151.000	LF	\$10.00	\$21,510.00
704 1060	DELINEATOR DRUMS	30.000	EA	\$30.00	\$900.00
704 1067	TUBULAR MARKERS	19.000	EA	\$15.00	\$285.00
704 1500	OBLITERATION OF PAVEMENT MARKING	254.000	SF	\$5.00	\$1,270.00
704 2108	TEMPORARY CURB RAMP	12.000	EA	\$500.00	\$6,000.00
708 1540	INLET PROTECTION-SPECIAL	19.000	EA	\$227.40	\$4,320.60
708 1541	REMOVE INLET PROTECTION-SPECIAL	19.000	EA	\$156.00	\$2,964.00
709 0100	GEOSYNTHETIC MATERIAL TYPE G	10,107.000	SY	\$4.50	\$45,481.50
724 1035	SPRINKLER RELOCATION	1.000	L SUM	\$8,300.00	\$8,300.00
748 0140	CURB & GUTTER-TYPE I	3,642.000	LF	\$44.00	\$160,248.00
748 0520	CURB-TYPE I	185.000	LF	\$83.70	\$15,484.50
748 0540	CURB	133.000	LF	\$71.56	\$9,517.48
748 1020	VALLEY GUTTER 36IN	315.000	SY	\$150.40	\$47,376.00
750 0115	SIDEWALK CONCRETE 4IN	2,717.000	SY	\$84.72	\$230,184.24
750 0140	SIDEWALK CONCRETE 6IN	542.000	SY	\$131.69	\$71,375.98
750 0150	SIDEWALK TRENCH DRAIN	4.000	EA	\$12,619.11	\$50,476.44
750 0300	STEPS CONCRETE	1.000	L SUM	\$15,513.59	\$15,513.59
750 1016	DRIVEWAY CONCRETE 6IN REINFORCED	673.000	SY	\$112.33	\$75,598.09
750 1021	DRIVEWAY CONCRETE 8IN REINFORCED	305.000	SY	\$128.63	\$39,232.15
750 2115	DETECTABLE WARNING PANELS	348.000	SF	\$54.27	\$18,885.96
754 0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	119.000	SF	\$27.00	\$3,213.00

North Dakota **FEDERAL AID**

Bid Opening Date: **2/27/2026**

Project Number: **UGP-1-988(052)**

PCN: **24136**

Job Number: **24136**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	85.000	SF	\$27.00	\$2,295.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	386.000	LF	\$20.00	\$7,720.00
762	0103	PVMT MK PAINTED-MESSAGE	60.000	SF	\$20.00	\$1,200.00
762	0110	EPOXY PVMT MK 4IN LINE-GROOVED	3,372.000	LF	\$6.00	\$20,232.00
762	0131	EPOXY PVMT MK 6IN LINE-GROOVED	922.000	LF	\$18.00	\$16,596.00
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	116.000	LF	\$75.00	\$8,700.00
762	1104	PVMT MK PAINTED 4IN LINE	650.000	LF	\$5.00	\$3,250.00
762	1140	PVMT MK PAINTED CURB TOP & FACE	80.000	LF	\$5.00	\$400.00
766	0120	RESET MAILBOX	2.000	EA	\$550.00	\$1,100.00
770	0020	CONCRETE FOUNDATION-HIGHWAY LIGHTING	23.000	EA	\$1,650.00	\$37,950.00
770	0100	PULL BOX	2.000	EA	\$1,940.00	\$3,880.00
770	0330	2IN DIAMETER RIGID CONDUIT	2,585.000	LF	\$10.00	\$25,850.00
770	0505	UNDERGROUND CONDUCTOR NO6-TYPE RHW	12,672.000	LF	\$2.50	\$31,680.00
770	0605	UNDERGROUND CONDUCTOR NO6-TYPE THW	2,807.000	LF	\$2.00	\$5,614.00
770	1066	LT STD 6FT MA 30FT MT HT	6.000	EA	\$3,500.00	\$21,000.00
770	4086	ORNAMENTAL LT STD 12FT MT HT	17.000	EA	\$5,850.00	\$99,450.00
770	4210	LED LUMINAIRE	17.000	EA	\$2,150.00	\$36,550.00
770	4542	RELOCATE LUMINAIRE	6.000	EA	\$80.00	\$480.00
770	4560	REMOVE LIGHT STANDARD	13.000	EA	\$820.00	\$10,660.00
770	4582	REMOVE CONCRETE FOUNDATION	13.000	EA	\$800.00	\$10,400.00
770	9270	MODIFY EXISTING FEED POINT	1.000	EA	\$3,000.00	\$3,000.00
970	0008	LANDSCAPE PREPARATION	89.000	SY	\$32.30	\$2,874.70
970	0200	DECORATIVE CONCRETE PLANTER	7.000	EA	\$9,985.00	\$69,895.00
970	0300	BENCH	3.000	EA	\$2,530.00	\$7,590.00
970	0320	TRASH RECEPTACLE	2.000	EA	\$2,885.00	\$5,770.00
970	0601	TREE GRATE	4.000	EA	\$2,440.00	\$9,760.00
970	1000	TREES	28.000	EA	\$1,085.00	\$30,380.00
990	0220	GUARD POST-PERMANENT	12.000	EA	\$1,352.90	\$16,234.80
Subtotal						\$3,094,505.58
Eng and Contg						\$0.00
Total						\$3,094,505.58

Length **0.3600 Miles**

Estimated Cost	Construction
	\$3,094,505.58
UGP FEDERAL FUNDS	LIMITED \$2,356,000.00
UGP MANDAN CITY FUNDS	19.07% \$738,505.58

North Dakota **FEDERAL AID**

Bid Opening Date: **2/27/2026**

Project Number: **UGP-1-988(052)**

PCN: **24136**

Job Number: **24136**

English/Metric: **ENGLISH**

Roadway: **URBAN**

1ST, L698_059M 0.5038 TO 0.6486
4TH, L699_059M 0.0027 TO 0.1479
5TH, L684_059M 0.0002 TO 0.0721

Type: **STORM SEWER, WATERMAIN, SANITARY SEWER**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.350	L SUM	\$80,000.00	\$28,000.00
202	0173	REMOVAL OF SEWER PIPE	2,455.000	LF	\$45.00	\$110,475.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	2,091.000	LF	\$40.00	\$83,640.00
202	0210	REMOVAL OF MANHOLES	6.000	EA	\$3,700.00	\$22,200.00
202	0230	REMOVAL OF INLETS	8.000	EA	\$2,400.00	\$19,200.00
202	0235	REMOVAL OF CATCH BASIN	10.000	EA	\$1,800.00	\$18,000.00
702	0100	MOBILIZATION	0.350	L SUM	\$230,000.00	\$80,500.00
710	0210	TEMPORARY BYPASS-SITE I	1.000	EA	\$5,000.00	\$5,000.00
710	0220	TEMPORARY BYPASS-SITE II	1.000	EA	\$5,000.00	\$5,000.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	836.000	LF	\$135.00	\$112,860.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	199.000	LF	\$135.00	\$26,865.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	251.000	LF	\$150.00	\$37,650.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	741.000	LF	\$160.00	\$118,560.00
714	7025	PIPE PVC 8IN	46.000	LF	\$80.00	\$3,680.00
714	9000	STORM SEWER CLEANOUT	1.000	LF	\$2,000.00	\$2,000.00
722	0100	MANHOLE 48IN	2.000	EA	\$12,000.00	\$24,000.00
722	0110	MANHOLE 60IN	5.000	EA	\$14,000.00	\$70,000.00
722	0300	MANHOLE SANITARY	1.000	EA	\$13,500.00	\$13,500.00
722	3410	MANHOLE REPAIR	2.000	EA	\$5,000.00	\$10,000.00
722	3510	INLET-TYPE 2	3.000	EA	\$10,000.00	\$30,000.00
722	3520	INLET-TYPE 2 DOUBLE	9.000	EA	\$12,000.00	\$108,000.00
722	4060	INLET MOUNTABLE CURB-TYPE B	4.000	EA	\$6,700.00	\$26,800.00
722	6200	ADJUST MANHOLE	2.000	EA	\$5,500.00	\$11,000.00
724	0270	REMOVE GATE VALVE & BOX	7.000	EA	\$3,500.00	\$24,500.00
724	0290	GATE VALVE & BOX 4IN	6.000	EA	\$4,000.00	\$24,000.00
724	0300	GATE VALVE & BOX 6IN	11.000	EA	\$4,500.00	\$49,500.00
724	0310	GATE VALVE & BOX 8IN	8.000	EA	\$4,500.00	\$36,000.00
724	0314	GATE VALVE & BOX 12IN	5.000	EA	\$6,550.00	\$32,750.00
724	0412	8IN HYDRANT	3.000	EA	\$17,500.00	\$52,500.00
724	0430	REMOVE HYDRANT	2.000	EA	\$5,000.00	\$10,000.00
724	0611	WATER SERVICE LINE 1IN	651.000	LF	\$100.00	\$65,100.00
724	0621	WATER SERVICE LINE 2IN	107.000	LF	\$140.00	\$14,980.00
724	0629	WATER SERVICE LINE 4IN	189.000	LF	\$150.00	\$28,350.00
724	0636	WATER SERVICE LINE 6IN	413.000	LF	\$160.00	\$66,080.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$80,000.00	\$80,000.00
724	0830	WATERMAIN 8IN PVC	1,101.000	LF	\$90.00	\$99,090.00
724	0850	WATERMAIN 12IN PVC	865.000	LF	\$140.00	\$121,100.00
724	0905	CURB STOP & BOX 1IN	15.000	EA	\$1,500.00	\$22,500.00
724	0910	CURB STOP & BOX 2IN	11.000	EA	\$1,900.00	\$20,900.00
724	0944	CONNECTION TO EXISTING MAIN	11.000	EA	\$8,500.00	\$93,500.00
724	0955	WATER SERVICE CONNECTION 1IN	16.000	EA	\$470.00	\$7,520.00
724	0960	WATER SERVICE CONNECTION 2IN	11.000	EA	\$830.00	\$9,130.00
724	0962	WATER SERVICE CONNECTION 2 1/2IN	1.000	EA	\$3,750.00	\$3,750.00

North Dakota **FEDERAL AID**

Bid Opening Date: **2/27/2026**

Project Number: **UGP-1-988(052)**

PCN: **24136**

Job Number: **24136**

English/Metric: **ENGLISH**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
724 0970	WATER LINE CONNECTION 4IN	1.000	EA	\$1,800.00	\$1,800.00
724 0975	WATER LINE CONNECTION 6IN	2.000	EA	\$2,400.00	\$4,800.00
724 1110	8IN SANITARY SEWER PIPE	13.000	LF	\$320.00	\$4,160.00
724 1117	12IN SANITARY SEWER PIPE	80.000	LF	\$228.00	\$18,240.00
724 1120	6IN SEWER SERVICE PIPE	79.000	LF	\$120.00	\$9,480.00
724 6031	ABANDON WATER MAIN/SERVICE LINE	1,829.000	LF	\$18.50	\$33,836.50
724 7014	REMOVE GATE VALVE BOX	7.000	EA	\$800.00	\$5,600.00
724 7053	REMOVE CURB BOX RISER	30.000	EA	\$500.00	\$15,000.00
724 9002	SANITARY SEWER CLEANOUT	2.000	EA	\$1,200.00	\$2,400.00
744 0100	POLYSTYRENE INSULATION BOARD	5,664.000	BD FT	\$4.25	\$24,072.00
Subtotal					\$1,947,568.50
Eng and Contg					\$0.00
Total					\$1,947,568.50

Length **0.3600 Miles**

Estimated Cost	Construction
	\$1,947,568.50
UGP MANDAN CITY FUNDS	100.00% \$1,947,568.50

Summary for Project

Length **0.3600 Miles** **MORTON** **0.3600 Miles**

Estimated Total Construction Cost: **\$5,042,074.08**

Estimated Total Eng and Contg: **\$0.00**

Estimated Cost	Construction	Total
	\$5,042,074.08	\$5,042,074.08
UGP FEDERAL FUNDS	\$2,356,000.00	\$2,356,000.00
UGP MANDAN CITY FUNDS	\$2,686,074.08	\$2,686,074.08

NDDOT TO MAKE CONTRACTOR PAYMENTS. UGP FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$2,356,000. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)		NO. 24136		BIDDER ENGINEERS ESTIMATE		BIDDER SITEWORX EXCAVATION & DEVELOPMENT COMPAN		BIDDER REEDE CONSTRUCTION INC	
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM						BISMARCK, ND		ABERDEEN, SD	
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE				c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	37500000	37500000	80000000	80000000	24300000	24300000
201	REMOVAL OF TREES 10IN	EA	6000	1000000	6000000	450000	2700000	472500	2835000
201	REMOVAL OF TREES 18IN	EA	1000	1250000	1250000	1500000	1500000	1575000	1575000
202	REMOVAL OF CONCRETE PAVEMENT	SY	9074000	26000	23592400	20000	18148000	15750	14291550
202	REMOVAL OF CURB & GUTTER	LF	2697000	12000	3236400	15000	4045500	12500	3371250
202	REMOVAL OF BITUMINOUS SURFACING	SY	5013000	15000	7519500	10000	5013000	7350	3684555
202	REMOVAL OF SEWER PIPE	LF	2455000	30000	7365000	45000	11047500	42000	10311000
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	2091000	30000	6273000	40000	8364000	42000	8782200
202	REMOVAL OF MANHOLES	EA	6000	1200000	7200000	3700000	2220000	3885000	2331000
202	REMOVAL OF INLETS	EA	8000	1000000	8000000	2400000	1920000	2520000	2016000
202	REMOVAL OF CATCH BASIN	EA	10000	1000000	10000000	1800000	1800000	1890000	1890000
203	COMMON EXCAVATION-TYPE A	CY	1238000	15000	1857000	10000	1238000	10500	1299900
203	TOPSOIL	CY	311000	35000	1088500	32000	995200	33600	1044960
203	TOPSOIL-IMPORTED	CY	48000	40000	1920000	105000	504000	110000	528000
203	BORROW-EXCAVATION	CY	442000	45000	1989000	37000	1635400	39000	1723800
216	WATER	M GAL	173000	45000	7785000	40000	6920000	42000	7266000
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	17800	3000000	53400000	1000000	17800000	1050000	18690000
251	SEEDING CLASS II	ACRE	450	10000000	4500000	21440000	9648000	11970000	5386500
253	HYDRAULIC MULCH	ACRE	900	8000000	7200000	24400000	2196000	8245000	7420500
302	AGGREGATE BASE COURSE CL 5	CY	3406000	65000	221390000	73000	248638000	76000	258856000
550	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	8198000	120000	983760000	108100	886203800	110000	901780000
550	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	SY	375000	175000	656250000	208050	780187500	120000	450000000
702	MOBILIZATION	L SUM	1000	500000000	500000000	230000000	230000000	366000000	366000000
704	TRAFFIC CONTROL SIGNS	UNIT	1081000	2500	2702500	2000	2162000	3700	3999700
704	TYPE III BARRICADE	EA	21000	200000	4200000	100000	2100000	105000	2205000
704	SIDEWALK BARRICADE	EA	8000	100000	800000	85000	680000	73500	588000
704	PEDESTRIAN WALKWAY	LF	2151000	16000	34416000	10000	21510000	31000	66681000
704	DELINEATOR DRUMS	EA	30000	100000	3000000	30000	900000	31500	945000
704	TUBULAR MARKERS	EA	19000	100000	1900000	15000	285000	8400	159600
704	OBLITERATION OF PAVEMENT MARKING	SF	254000	6000	1524000	5000	1270000	5800	1473200
704	TEMPORARY CURB RAMP	EA	12000	450000	5400000	500000	6000000	550000	6600000
708	INLET PROTECTION-SPECIAL	EA	19000	200000	3800000	227400	4320600	325000	6175000
708	REMOVE INLET PROTECTION-SPECIAL	EA	19000	55000	1045000	156000	2964000	58000	1102000
709	GEOSYNTHETIC MATERIAL TYPE G	SY	10107000	4000	40428000	4500	45481500	4750	48008250
710	TEMPORARY BYPASS-SITE I	EA	1000	5000000	5000000	5000000	5000000	4200000	4200000
710	TEMPORARY BYPASS-SITE II	EA	1000	4000000	4000000	5000000	5000000	4200000	4200000
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	836000	115000	96140000	135000	112860000	142000	118712000
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	199000	125000	24875000	135000	26865000	142000	28258000
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	251000	140000	35140000	150000	37650000	157500	39532500
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	741000	170000	125970000	160000	118560000	168000	124488000
714	PIPE PVC 8IN	LF	46000	90000	4140000	80000	3680000	84000	3864000
714	STORM SEWER CLEANOUT	LF	1000	1500000	1500000	2000000	2000000	1575000	1575000
722	MANHOLE 48IN	EA	2000	1200000	2400000	1200000	2400000	1050000	2100000
722	MANHOLE 60IN	EA	5000	1600000	8000000	1400000	7000000	13912500	6956250
722	MANHOLE SANITARY	EA	1000	1200000	1200000	1350000	1350000	13335000	13335000
722	MANHOLE REPAIR	EA	2000	3800000	7600000	5000000	10000000	3990000	7980000
722	INLET-TYPE 2	EA	3000	7500000	22500000	10000000	30000000	8295000	24885000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: SITWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

30

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)		NO. 24136		BIDDER ENGINEERS ESTIMATE		BIDDER SITEWORX EXCAVATION & DEVELOPMENT COMPAN		BIDDER REEDE CONSTRUCTION I NC	
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM						BISMARCK, ND		ABERDEEN, SD	
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE				c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	INLET-TYPE 2 DOUBLE	EA	9000	1000000	9000000	1200000	10800000	1050000	9450000
722	INLET MOUNTABLE CURB-TYPE B	EA	4000	750000	3000000	670000	2680000	703500	2814000
722	ADJUST MANHOLE	EA	2000	310000	620000	550000	1100000	472500	945000
724	REMOVE GATE VALVE & BOX	EA	7000	100000	700000	350000	2450000	262500	1837500
724	GATE VALVE & BOX 4IN	EA	6000	550000	3300000	400000	2400000	336000	2016000
724	GATE VALVE & BOX 6IN	EA	11000	600000	6600000	450000	4950000	399000	4389000
724	GATE VALVE & BOX 8IN	EA	8000	750000	6000000	450000	3600000	472500	3780000
724	GATE VALVE & BOX 12IN	EA	5000	900000	4500000	655000	3275000	690000	3450000
724	8IN HYDRANT	EA	3000	1600000	4800000	1750000	5250000	1281000	3843000
724	REMOVE HYDRANT	EA	2000	200000	400000	500000	1000000	367500	735000
724	WATER SERVICE LINE 1IN	LF	651000	80000	5208000	100000	6510000	100000	6510000
724	WATER SERVICE LINE 2IN	LF	107000	90000	9630000	140000	1498000	136500	1460550
724	WATER SERVICE LINE 4IN	LF	189000	140000	2646000	150000	2835000	121000	2286900
724	WATER SERVICE LINE 6IN	LF	413000	180000	7434000	160000	6608000	142000	5864600
724	TEMPORARY WATER SERVICE	L SUM	1000	50000000	50000000	80000000	80000000	84000000	84000000
724	WATERMAIN 8IN PVC	LF	1101000	200000	220200000	90000	99090000	94500	104044500
724	WATERMAIN 12IN PVC	LF	865000	220000	190300000	140000	121100000	147000	127155000
724	CURB STOP & BOX 1IN	EA	15000	170000	2550000	150000	2250000	157500	2362500
724	CURB STOP & BOX 2IN	EA	11000	190000	2090000	190000	2090000	199500	2195000
724	CONNECTION TO EXISTING MAIN	EA	11000	550000	6050000	850000	9350000	892500	9817500
724	WATER SERVICE CONNECTION 1IN	EA	16000	225000	3600000	470000	7520000	493500	7896000
724	WATER SERVICE CONNECTION 2IN	EA	11000	375000	4125000	830000	9130000	871500	9586500
724	WATER SERVICE CONNECTION 2 1/2IN	EA	1000	400000	4000000	375000	3750000	393750	3937500
724	WATER LINE CONNECTION 4IN	EA	1000	425000	4250000	180000	1800000	189000	1890000
724	WATER LINE CONNECTION 6IN	EA	2000	450000	9000000	240000	4800000	2520000	5040000
724	SPRINKLER RELOCATION	L SUM	1000	8000000	8000000	8300000	8300000	19320000	19320000
724	8IN SANITARY SEWER PIPE	LF	13000	90000	1170000	320000	4160000	336000	4368000
724	12IN SANITARY SEWER PIPE	LF	80000	155000	12400000	228000	18240000	150000	12000000
724	6IN SEWER SERVICE PIPE	LF	79000	100000	7900000	120000	9948000	126000	9954000
724	ABANDON WATER MAIN/SERVICE LINE	LF	1829000	22000	40238000	18500	33836500	19500	35665500
724	REMOVE GATE VALVE BOX	EA	7000	300000	2100000	800000	5600000	840000	5880000
724	REMOVE CURB BOX RISER	EA	30000	100000	3000000	500000	1500000	525000	1575000
724	SANITARY SEWER CLEANOUT	EA	2000	230000	4600000	1200000	2400000	1260000	2520000
744	POLYSTYRENE INSULATION BOARD	BD FT	5664000	11000	62304000	4250	24072000	4500	25488000
748	CURB & GUTTER-TYPE I	LF	3642000	50000	182100000	44000	160248000	40500	147501000
748	CURB-TYPE I	LF	185000	150000	27750000	83700	15484500	52000	9620000
748	CURB	LF	133000	150000	19950000	71560	9517480	39000	5187000
748	VALLEY GUTTER 36IN	SY	315000	140000	44100000	150400	47376000	128000	40320000
750	SIDEWALK CONCRETE 4IN	SY	2717000	90000	244530000	84720	230184240	85000	230945000
750	SIDEWALK CONCRETE 6IN	SY	542000	100000	54200000	131690	71375980	92000	49864000
750	SIDEWALK TRENCH DRAIN	EA	4000	500000	2000000	12619110	50476440	2170000	8680000
750	STEPS CONCRETE	L SUM	1000	15000000	15000000	15513590	15513590	28800000	28800000
750	DRIVEWAY CONCRETE 6IN REINFORCED	SY	673000	140000	94220000	112330	75598090	120000	80760000
750	DRIVEWAY CONCRETE 8IN REINFORCED	SY	305000	160000	48800000	128630	39232150	130000	39650000
750	DETECTABLE WARNING PANELS	SF	348000	60000	20880000	54270	18885960	46000	16008000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	119000	30000	3570000	27000	3213000	24000	2856000
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	85000	30000	2550000	27000	2295000	23000	1955000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

31

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER ENGINEERS ESTIMATE	BIDDER SITEWORX EXCAVATION & DEVELOPMENT COMPAN	BIDDER REEDE CONSTRUCTION I NC
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM			BISMARCK, ND	ABERDEEN, SD
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. CHECK RANK 00	c.c. BOND RANK 01	c.c. BOND RANK 02
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	386000	21500	8299000	20000	7720000	21000	8106000
762	PVMT MK PAINTED-MESSAGE	SF	60000	20000	1200000	20000	1200000	21000	1260000
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	3372000	15000	50580000	6000	20232000	6300	21243600
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	922000	20000	18440000	18000	16596000	19000	17518000
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	116000	60000	6960000	75000	8700000	79000	9164000
762	PVMT MK PAINTED 4IN LINE	LF	650000	4000	2600000	5000	3250000	5250	3412500
762	PVMT MK PAINTED CURB TOP & FACE	LF	80000	11000	880000	5000	400000	5250	420000
766	RESET MAILBOX	EA	2000	1000000	2000000	550000	1100000	500000	1000000
770	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	23000	1375000	31625000	1650000	37950000	1732500	39847500
770	PULL BOX	EA	2000	2750000	5500000	1940000	3880000	2037000	4074000
770	2IN DIAMETER RIGID CONDUIT	LF	2585000	15000	38775000	10000	25850000	10500	27142500
770	UNDERGROUND CONDUCTOR NO6-TYPE RHW	LF	12672000	3000	38016000	2500	31680000	2600	32947200
770	UNDERGROUND CONDUCTOR NO6-TYPE THW	LF	2807000	3500	9824500	2000	5614000	2100	5894700
770	LT STD 6FT MA 30FT MT HT	EA	6000	3500000	21000000	3500000	21000000	3675000	22050000
770	ORNAMENTAL LT STD 12FT MT HT	EA	17000	8000000	136000000	5850000	99450000	6142500	104422500
770	LED LUMINAIRE	EA	17000	1000000	17000000	2150000	36550000	2257500	38377500
770	RELOCATE LUMINAIRE	EA	6000	375000	2250000	80000	480000	84000	504000
770	REMOVE LIGHT STANDARD	EA	13000	325000	4225000	820000	10660000	861000	11193000
770	REMOVE CONCRETE FOUNDATION	EA	13000	1000000	13000000	800000	10400000	840000	10920000
770	MODIFY EXISTING FEED POINT	EA	1000	4500000	4500000	3000000	3000000	3150000	3150000
970	LANDSCAPE PREPARATION	SY	89000	25000	2225000	32300	2874700	15500	1379500
970	DECORATIVE CONCRETE PLANTER	EA	7000	10000000	70000000	9985000	69895000	10220000	71540000
970	BENCH	EA	3000	3500000	10500000	2530000	7590000	2650000	7950000
970	TRASH RECEPTACLE	EA	2000	3200000	6400000	2885000	5770000	3030000	6060000
970	TREE GRATE	EA	4000	1750000	7000000	2440000	9760000	2510000	10040000
970	TREES	EA	28000	10000000	280000000	1085000	30380000	1533000	42924000
990	GUARD POST-PERMANENT	EA	12000	700000	8400000	1352900	16234800	1420000	17040000
	TOTAL				572799000		504207408		504516190

NO LIMIT

NO LIMIT

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

32

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER TI-ZACK CONCRETE LLC	BIDDER STRATA CORPORATION	BIDDER NORTHERN IMPROVEMENT COMPANY
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		LE CENTER, MN	GRAND FORKS, ND	FARGO, ND
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 03	c.c. BOND RANK 04	c.c. BOND RANK 05
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	19045810	19045810	17833170	17833170	16470000	16470000
201	REMOVAL OF TREES 10IN	EA	6000	525670	315402	800000	480000	2380000	1428000
201	REMOVAL OF TREES 18IN	EA	1000	841070	841070	2000000	2000000	3500000	3500000
202	REMOVAL OF CONCRETE PAVEMENT	SY	9074000	15770	14309698	22310	20244094	16400	14881360
202	REMOVAL OF CURB & GUTTER	LF	2697000	12620	3403614	8460	2281662	15700	4234290
202	REMOVAL OF BITUMINOUS SURFACING	SY	5013000	7360	3689568	9730	4877649	8600	4311180
202	REMOVAL OF SEWER PIPE	LF	2455000	42050	10323275	10100	2479550	45400	11145700
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	2091000	42050	8792655	10100	2111910	45400	9493140
202	REMOVAL OF MANHOLES	EA	6000	3889930	2333958	2020200	1212120	4199500	2519700
202	REMOVAL OF INLETS	EA	8000	2523200	2018560	1515150	1212120	2724000	2179200
202	REMOVAL OF CATCH BASIN	EA	10000	1892400	1892400	1515150	1515150	2043000	2043000
203	COMMON EXCAVATION-TYPE A	CY	1238000	10510	1301138	44020	5449676	14000	1733200
203	TOPSOIL	CY	311000	32000	995200	71010	2208411	82100	2553310
203	TOPSOIL-IMPORTED	CY	48000	105000	504000	45870	2201176	89100	427680
203	BORROW-EXCAVATION	CY	442000	37000	1635400	55600	2457520	51800	2289560
216	WATER	M GAL	173000	40000	692000	42480	7349004	54600	944580
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	17800	1051330	1871367	2576150	4585547	3564200	6344276
251	SEEDING CLASS II	ACRE	450	21440000	964800	4800000	216000	2156500	970425
253	HYDRAULIC MULCH	ACRE	900	2440000	219600	3600000	324000	5641000	507690
302	AGGREGATE BASE COURSE CL 5	CY	3406000	76750	26141050	79310	27012986	134300	45742580
550	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	8198000	162720	133397856	113430	92989914	151100	123871780
550	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	SY	375000	183020	6863250	192960	7236000	195600	7335000
702	MOBILIZATION	L SUM	1000	262823720	26282372	688512670	68851267	351300000	351300000
704	TRAFFIC CONTROL SIGNS	UNIT	1081000	2000	216200	2000	216200	2300	248630
704	TYPE III BARRICADE	EA	21000	100000	210000	100000	210000	113500	238350
704	SIDEWALK BARRICADE	EA	8000	85000	68000	85000	68000	96500	77200
704	PEDESTRIAN WALKWAY	LF	2151000	10000	2151000	20790	4471929	14800	3183480
704	DELINEATOR DRUMS	EA	30000	30000	90000	30000	90000	34100	102300
704	TUBULAR MARKERS	EA	19000	15000	28500	15000	28500	17000	32300
704	OBLITERATION OF PAVEMENT MARKING	SF	254000	5000	127000	5000	127000	5700	144780
704	TEMPORARY CURB RAMP	EA	12000	500000	600000	500000	600000	567500	681000
708	INLET PROTECTION-SPECIAL	EA	19000	305000	579500	220000	418000	187300	355870
708	REMOVE INLET PROTECTION-SPECIAL	EA	19000	35000	66500	30000	57000	102200	194180
709	GEOSYNTHETIC MATERIAL TYPE G	SY	10107000	4950	5002965	5990	6054093	5700	5760990
710	TEMPORARY BYPASS-SITE I	EA	1000	4415370	441537	4040400	404040	4540000	454000
710	TEMPORARY BYPASS-SITE II	EA	1000	4415370	441537	4040400	404040	4540000	454000
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	836000	149020	12458072	126260	10555336	153200	12807520
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	199000	149020	2965498	141410	2814059	153200	3048680
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	251000	165580	4156058	171720	4310172	170300	4274530
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	741000	176610	13086801	227270	16840707	181600	13456560
714	PIPE PVC 8IN	LF	46000	88310	406226	151520	696992	90800	417680
714	STORM SEWER CLEANOUT	LF	1000	4217840	421784	1212120	121212	1702500	170250
722	MANHOLE 48IN	EA	2000	11038430	2207686	8585860	1717172	12116100	2423220
722	MANHOLE 60IN	EA	5000	14625910	7312955	13939390	6969695	15804900	7902450
722	MANHOLE SANITARY	EA	1000	14018800	1401880	11414140	1141414	15180600	1518060
722	MANHOLE REPAIR	EA	2000	4194600	838920	6111110	1222222	5079100	1015820
722	INLET-TYPE 2	EA	3000	8720360	2616108	7626260	2287878	9732600	2919780

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION AWARD TO: SITEWORX EXCAVATION & DEVELOPMENT COMPAN WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
 Deputy Director For Engineering:

33

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER TI-ZACK CONCRETE LLC	BIDDER STRATA CORPORATION	BIDDER NORTHERN IMPROVEMENT COMPANY
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		LE CENTER, MN	GRAND FORKS, ND	FARGO, ND
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 03	c.c. BOND RANK 04	c.c. BOND RANK 05
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	INLET-TYPE 2 DOUBLE	EA	9000	11038430	9934587	11414140	10272726	12116100	10904490
722	INLET MOUNTABLE CURB-TYPE B	EA	4000	7395750	2958300	10606060	4242424	8370600	3348240
722	ADJUST MANHOLE	EA	2000	4967290	993458	3434350	686870	5873600	1174720
724	REMOVE GATE VALVE & BOX	EA	7000	2759610	1931727	479800	335860	2837500	1986250
724	GATE VALVE & BOX 4IN	EA	6000	3532300	2119380	3030300	1818180	3830600	2298360
724	GATE VALVE & BOX 6IN	EA	11000	4194600	4614060	3535350	3888885	4511600	4962760
724	GATE VALVE & BOX 8IN	EA	8000	4967290	3973832	4646470	3717176	5306100	4244880
724	GATE VALVE & BOX 12IN	EA	5000	7230170	3615085	8333330	4166665	7632900	3816450
724	8IN HYDRANT	EA	3000	13466880	4040064	10656570	3196971	13847000	4154100
724	REMOVE HYDRANT	EA	2000	3863450	772690	1313130	262626	3972500	794500
724	WATER SERVICE LINE 1IN	LF	651000	104870	6827037	60610	3945711	107800	7017780
724	WATER SERVICE LINE 2IN	LF	107000	143500	1535450	65660	702562	147600	1579320
724	WATER SERVICE LINE 4IN	LF	189000	126940	2399166	106060	2004534	130500	2466450
724	WATER SERVICE LINE 6IN	LF	413000	149020	6154526	116160	4797408	153200	6327160
724	TEMPORARY WATER SERVICE	L SUM	1000	88307400	8830740	10101010	10101010	90800000	9080000
724	WATERMAIN 8IN PVC	LF	1101000	99350	10938435	136360	15013236	102200	11252220
724	WATERMAIN 12IN PVC	LF	865000	154540	13367710	196970	17037905	158900	13744850
724	CURB STOP & BOX 1IN	EA	15000	1655760	2483640	1060610	1590915	1702500	2553750
724	CURB STOP & BOX 2IN	EA	11000	2097300	2307030	1666670	1833337	2156500	2372150
724	CONNECTION TO EXISTING MAIN	EA	11000	9382660	10320926	3030300	3333330	9647500	10612250
724	WATER SERVICE CONNECTION 1IN	EA	16000	518810	830096	1010100	1616160	533500	853600
724	WATER SERVICE CONNECTION 2IN	EA	11000	916190	1007809	1767680	1944448	942100	1036310
724	WATER SERVICE CONNECTION 2 1/2IN	EA	1000	4139410	413941	2020200	202020	4256300	425630
724	WATER LINE CONNECTION 4IN	EA	1000	1986920	198692	1565660	156566	2043000	204300
724	WATER LINE CONNECTION 6IN	EA	2000	2649220	529844	2020200	404040	2724000	544800
724	SPRINKLER RELOCATION	L SUM	1000	2483650	248365	15000000	1500000	10782500	1078250
724	8IN SANITARY SEWER PIPE	LF	13000	353230	459199	151520	196976	363200	472160
724	12IN SANITARY SEWER PIPE	LF	80000	156910	1255280	227270	1818160	161300	1290400
724	6IN SEWER SERVICE PIPE	LF	79000	132460	1046434	116160	917664	136200	1075980
724	ABANDON WATER MAIN/SERVICE LINE	LF	1829000	20420	3734818	18490	3381821	21000	3840900
724	REMOVE GATE VALVE BOX	EA	7000	883070	618149	454550	318185	908000	635600
724	REMOVE CURB BOX RISER	EA	30000	551920	1655760	454550	1363650	567500	1702500
724	SANITARY SEWER CLEANOUT	EA	2000	3886750	777350	1641420	328284	1362000	272400
744	POLYSTYRENE INSULATION BOARD	BD FT	5664000	4690	2656416	5050	2860320	4800	2718720
748	CURB & GUTTER-TYPE I	LF	3642000	42380	15434796	40190	14637198	48300	17590860
748	CURB-TYPE I	LF	185000	20100	371850	80320	1485920	75400	1394900
748	CURB	LF	133000	20100	267330	78930	1049769	75400	1002820
748	VALLEY GUTTER 36IN	SY	315000	132020	4158630	261770	8245755	173800	5474700
750	SIDEWALK CONCRETE 4IN	SY	2717000	74360	20203612	91360	24822512	76300	20730710
750	SIDEWALK CONCRETE 6IN	SY	542000	111920	6066064	194090	10519678	107000	5799400
750	SIDEWALK TRENCH DRAIN	EA	4000	2296130	918452	5357700	2143080	2837500	1135000
750	STEPS CONCRETE	L SUM	1000	18435570	1843557	10771610	1077161	9922200	992220
750	DRIVEWAY CONCRETE 6IN REINFORCED	SY	673000	111920	7532216	175310	11798363	125000	8412500
750	DRIVEWAY CONCRETE 8IN REINFORCED	SY	305000	146260	4460930	191410	5838005	137600	4196800
750	DETECTABLE WARNING PANELS	SF	348000	21000	730800	42530	1480044	44300	1541640
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	119000	27000	321300	27000	321300	30600	364140
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	85000	27000	229500	27000	229500	30600	260100

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering: **34** AWARD TO: **SITWORX EXCAVATION & DEVELOPMENT COMPAN** WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED. DATE OF AWARD: _____ DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 6 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER TI-ZACK CONCRETE LLC	BIDDER STRATA CORPORATION	BIDDER NORTHERN IMPROVEMENT COMPANY
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		LE CENTER, MN	GRAND FORKS, ND	FARGO, ND
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 03	c.c. BOND RANK 04	c.c. BOND RANK 05
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	386000	20000	7720000	20000	7720000	22700	8762200
762	PVMT MK PAINTED-MESSAGE	SF	60000	20000	1200000	20000	1200000	22700	1362000
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	3372000	6000	2023200	6000	2023200	6800	2292960
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	922000	18000	1659600	18000	1659600	20400	1880880
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	116000	75000	8700000	75000	8700000	85100	9871600
762	PVMT MK PAINTED 4IN LINE	LF	650000	5000	3250000	5000	3250000	5700	3705000
762	PVMT MK PAINTED CURB TOP & FACE	LF	80000	5000	400000	5000	400000	5700	456000
766	RESET MAILBOX	EA	2000	400000	800000	400000	800000	454000	908000
770	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	23000	1379800	3173540	1650000	3795000	1872800	4307440
770	PULL BOX	EA	2000	1379810	2759620	1940000	3880000	2201900	4403800
770	2IN DIAMETER RIGID CONDUIT	LF	2585000	6750	17448750	10000	25850000	11400	29469000
770	UNDERGROUND CONDUCTOR NO6-TYPE RHW	LF	12672000	2400	30412800	2500	31680000	2800	35481600
770	UNDERGROUND CONDUCTOR NO6-TYPE THW	LF	2807000	2400	6736800	2000	5614000	2300	6456100
770	LT STD 6FT MA 30FT MT HT	EA	6000	3477100	20862600	3500000	21000000	3972500	23835000
770	ORNAMENTAL LT STD 12FT MT HT	EA	17000	6623060	112592020	5850000	99450000	6639800	112876600
770	LED LUMINAIRE	EA	17000	2467090	41940530	2150000	36550000	2440300	41485100
770	RELOCATE LUMINAIRE	EA	6000	275960	1655760	80000	480000	90800	544800
770	REMOVE LIGHT STANDARD	EA	13000	1103840	14349920	820000	10660000	930700	12099100
770	REMOVE CONCRETE FOUNDATION	EA	13000	2649220	34439860	800000	10400000	1475500	19181500
770	MODIFY EXISTING FEED POINT	EA	1000	1655760	1655760	3000000	3000000	3405000	3405000
970	LANDSCAPE PREPARATION	SY	89000	32300	2874700	20000	1780000	63600	5660400
970	DECORATIVE CONCRETE PLANTER	EA	7000	8964920	62754440	3060000	21420000	5889700	41227900
970	BENCH	EA	3000	2530000	7590000	2530000	7590000	2871600	8614800
970	TRASH RECEPTACLE	EA	2000	2885000	5770000	2885000	5770000	3274500	6549000
970	TREE GRATE	EA	4000	2440000	9760000	1250000	5000000	1447100	5788400
970	TREES	EA	28000	1085000	30380000	875000	24500000	1135000	31780000
990	GUARD POST-PERMANENT	EA	12000	828030	9936360	1352900	16234800	1535500	18426000
	TOTAL				536374943		539794315		585418471

NO LIMIT

NO LIMIT

NO LIMIT

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

35

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 7 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER BEK CONSULTING LLC	BIDDER	BIDDER
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		DICKINSON, ND		
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 06	C.C.	C.C.
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	36650000	36650000				
201	REMOVAL OF TREES 10IN	EA	6000	450000	2700000				
201	REMOVAL OF TREES 18IN	EA	1000	500000	500000				
202	REMOVAL OF CONCRETE PAVEMENT	SY	9074000	19000	17240600				
202	REMOVAL OF CURB & GUTTER	LF	2697000	6000	1618200				
202	REMOVAL OF BITUMINOUS SURFACING	SY	5013000	7000	3509100				
202	REMOVAL OF SEWER PIPE	LF	2455000	11000	2700500				
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	2091000	35000	7318500				
202	REMOVAL OF MANHOLES	EA	6000	1050000	6300000				
202	REMOVAL OF INLETS	EA	8000	1035000	8280000				
202	REMOVAL OF CATCH BASIN	EA	10000	1030000	10300000				
203	COMMON EXCAVATION-TYPE A	CY	1238000	17000	2104600				
203	TOPSOIL	CY	311000	42300	1315530				
203	TOPSOIL-IMPORTED	CY	48000	52000	249600				
203	BORROW-EXCAVATION	CY	442000	56000	2475200				
216	WATER	M GAL	173000	40000	692000				
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	17800	1350000	2403000				
251	SEEDING CLASS II	ACRE	450	23580000	1061100				
253	HYDRAULIC MULCH	ACRE	900	2700000	243000				
302	AGGREGATE BASE COURSE CL 5	CY	3406000	150000	51090000				
550	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	8198000	119000	97556200				
550	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	SY	375000	230000	8625000				
702	MOBILIZATION	L SUM	1000	645051100	64505110				
704	TRAFFIC CONTROL SIGNS	UNIT	1081000	2200	237820				
704	TYPE III BARRICADE	EA	21000	110000	2310000				
704	SIDEWALK BARRICADE	EA	8000	93500	748000				
704	PEDESTRIAN WALKWAY	LF	2151000	11000	2366100				
704	DELINEATOR DRUMS	EA	30000	33000	990000				
704	TUBULAR MARKERS	EA	19000	16500	313500				
704	OBLITERATION OF PAVEMENT MARKING	SF	254000	5500	139700				
704	TEMPORARY CURB RAMP	EA	12000	550000	6600000				
708	INLET PROTECTION-SPECIAL	EA	19000	335500	6374500				
708	REMOVE INLET PROTECTION-SPECIAL	EA	19000	38500	731500				
709	GEOSYNTHETIC MATERIAL TYPE G	SY	10107000	6400	6468480				
710	TEMPORARY BYPASS-SITE I	EA	1000	5943000	5943000				
710	TEMPORARY BYPASS-SITE II	EA	1000	6500000	6500000				
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	836000	210000	17556000				
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	199000	215000	4278500				
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	251000	232000	5823200				
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	741000	272000	20155200				
714	PIPE PVC 8IN	LF	46000	218000	10028000				
714	STORM SEWER CLEANOUT	LF	1000	2550000	2550000				
722	MANHOLE 48IN	EA	2000	9900000	19800000				
722	MANHOLE 60IN	EA	5000	14600000	73000000				
722	MANHOLE SANITARY	EA	1000	12900000	12900000				
722	MANHOLE REPAIR	EA	2000	12500000	25000000				
722	INLET-TYPE 2	EA	3000	6900000	20700000				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO:

SITWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

36

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 8 OF 9

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER BEK CONSULTING LLC	BIDDER	BIDDER
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		DICKINSON, ND		
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 06	C.C.	C.C.
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	INLET-TYPE 2 DOUBLE	EA	9000	10600000	95400000				
722	INLET MOUNTABLE CURB-TYPE B	EA	4000	7750000	31000000				
722	ADJUST MANHOLE	EA	2000	3430000	6860000				
724	REMOVE GATE VALVE & BOX	EA	7000	820000	5740000				
724	GATE VALVE & BOX 4IN	EA	6000	3600000	21600000				
724	GATE VALVE & BOX 6IN	EA	11000	3900000	42900000				
724	GATE VALVE & BOX 8IN	EA	8000	5800000	46400000				
724	GATE VALVE & BOX 12IN	EA	5000	8600000	43000000				
724	8IN HYDRANT	EA	3000	12200000	36600000				
724	REMOVE HYDRANT	EA	2000	820000	1640000				
724	WATER SERVICE LINE 1IN	LF	651000	155000	10090500				
724	WATER SERVICE LINE 2IN	LF	107000	160000	17120000				
724	WATER SERVICE LINE 4IN	LF	189000	250000	47250000				
724	WATER SERVICE LINE 6IN	LF	413000	305000	12596500				
724	TEMPORARY WATER SERVICE	L SUM	1000	163500000	163500000				
724	WATERMAIN 8IN PVC	LF	1101000	218000	24001800				
724	WATERMAIN 12IN PVC	LF	865000	287000	24825500				
724	CURB STOP & BOX 1IN	EA	15000	2300000	34500000				
724	CURB STOP & BOX 2IN	EA	11000	2900000	31900000				
724	CONNECTION TO EXISTING MAIN	EA	11000	7700000	84700000				
724	WATER SERVICE CONNECTION 1IN	EA	16000	1430000	22880000				
724	WATER SERVICE CONNECTION 2IN	EA	11000	1970000	21670000				
724	WATER SERVICE CONNECTION 2 1/2IN	EA	1000	1560000	1560000				
724	WATER LINE CONNECTION 4IN	EA	1000	3400000	3400000				
724	WATER LINE CONNECTION 6IN	EA	2000	3800000	7600000				
724	SPRINKLER RELOCATION	L SUM	1000	15400000	15400000				
724	8IN SANITARY SEWER PIPE	LF	13000	440000	5720000				
724	12IN SANITARY SEWER PIPE	LF	80000	300000	24000000				
724	6IN SEWER SERVICE PIPE	LF	79000	280000	22120000				
724	ABANDON WATER MAIN/SERVICE LINE	LF	1829000	40000	73160000				
724	REMOVE GATE VALVE BOX	EA	7000	330000	2310000				
724	REMOVE CURB BOX RISER	EA	30000	275000	8250000				
724	SANITARY SEWER CLEANOUT	EA	2000	2500000	5000000				
744	POLYSTYRENE INSULATION BOARD	BD FT	5664000	4000	22656000				
748	CURB & GUTTER-TYPE I	LF	3642000	48500	176637000				
748	CURB-TYPE I	LF	185000	92000	17020000				
748	CURB	LF	133000	79000	10507000				
748	VALLEY GUTTER 36IN	SY	315000	165000	51975000				
750	SIDEWALK CONCRETE 4IN	SY	2717000	93000	252681000				
750	SIDEWALK CONCRETE 6IN	SY	542000	145000	78590000				
750	SIDEWALK TRENCH DRAIN	EA	4000	13900000	55600000				
750	STEPS CONCRETE	L SUM	1000	17000000	17000000				
750	DRIVEWAY CONCRETE 6IN REINFORCED	SY	673000	123500	83115500				
750	DRIVEWAY CONCRETE 8IN REINFORCED	SY	305000	141500	43157500				
750	DETECTABLE WARNING PANELS	SF	348000	60000	20880000				
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	119000	30000	3570000				
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	85000	30000	2550000				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO:

SITWORX EXCAVATION & DEVELOPMENT COMPAN

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

37

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO **9** OF **9**

ABSTRACT OF BIDS RECEIVED

PROJECT NO. UGP-1-988(052)	NO. 24136	BIDDER BEK CONSULTING LLC	BIDDER	BIDDER
COUNTY & DATE MORTON (059) FEB 27, 2026 09:30AM		DICKINSON, ND		
LENGTH & TYPE 0.360 MANDAN 1ST ST, 5TH AVE & 4TH AVE		c.c. BOND RANK 06		
COMPLETION TIME 10/23/26 GRADING, AGGREGATE BASE, PCC PAVEMENT,				

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	386000	22000	8492000				
762	PVMT MK PAINTED-MESSAGE	SF	60000	22000	1320000				
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	3372000	6600	2225520				
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	922000	20000	18440000				
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	116000	82500	9570000				
762	PVMT MK PAINTED 4IN LINE	LF	650000	5500	3575000				
762	PVMT MK PAINTED CURB TOP & FACE	LF	80000	5500	440000				
766	RESET MAILBOX	EA	2000	440000	880000				
770	CONCRETE FOUNDATION-HIGHWAY LIGHTING	EA	23000	1815000	41745000				
770	PULL BOX	EA	2000	2134000	4268000				
770	2IN DIAMETER RIGID CONDUIT	LF	2585000	11000	28435000				
770	UNDERGROUND CONDUCTOR N06-TYPE RHW	LF	12672000	2750	34848000				
770	UNDERGROUND CONDUCTOR N06-TYPE THW	LF	2807000	2200	6175400				
770	LT STD 6FT MA 30FT MT HT	EA	6000	3850000	23100000				
770	ORNAMENTAL LT STD 12FT MT HT	EA	17000	6435000	109395000				
770	LED LUMINAIRE	EA	17000	2365000	40205000				
770	RELOCATE LUMINAIRE	EA	6000	88000	528000				
770	REMOVE LIGHT STANDARD	EA	13000	902000	11726000				
770	REMOVE CONCRETE FOUNDATION	EA	13000	880000	11440000				
770	MODIFY EXISTING FEED POINT	EA	1000	3300000	3300000				
970	LANDSCAPE PREPARATION	SY	89000	35500	3159500				
970	DECORATIVE CONCRETE PLANTER	EA	7000	11750000	82250000				
970	BENCH	EA	3000	5750000	17250000				
970	TRASH RECEPTACLE	EA	2000	3200000	6400000				
970	TREE GRATE	EA	4000	2700000	10800000				
970	TREES	EA	28000	1200000	33600000				
990	GUARD POST-PERMANENT	EA	12000	1500000	18000000				
	TOTAL				650240000				
				NO LIMIT					

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: **SITWORX EXCAVATION & DEVELOPMENT COMPAN**

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

38

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 26, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider 2025 Budget Transfers to 2026 Budget

STATEMENT/PURPOSE:

Consider transferring unused funds from the 2025 budget to the 2026 budget.

BACKGROUND/ALTERNATIVES:

The recommended budget transfers from the 2025 Budget to the 2026 Budget:

General Fund

- Dykshoorn Park = \$11,330 (\$12,490 - \$1,160 deposit)
 - Expenditure budget code – 100.103.64117
 - Funds to be utilized for staining pergola's and fence repair and flower garden upgrades. Work is to be completed this spring 2026.

- Interstate Engineering (On-Call Planning Services) = \$30,886
 - Expenditure budget code – 100.112.52110
 - We continue to work on the onboarding a city planner, whose paperwork remains in process and out of our hands.

- City Visitors' Promotion Capital Construction Fund
 - Northern Plains Heritage Foundation (Mandan Heritage Art Ally) = \$3,844 (\$35,000 - \$31,156 paid)
 - Expenditure budget code – 434.434.65118

- State Historical Society (Bismarck-Mandan Rail Bridge Fund) = \$270,000
- Expenditure budget code – 434.434.65118
- The City Commission approved (Aug. 15, 2023) a recommendation from the Visitors Committee for funding assistance related to a Welcome to Mandan monument structure near the east end of Memorial Highway. Work continues on the design and potential use of stones from the existing bridge piers.
- Work on the welcome sign will take place after the final design and the east end of Memorial Highway is complete.

ATTACHMENTS:

None

FISCAL IMPACT:

General Fund - Dykshoorn Park - \$11,300 and On Call Planning Services - \$30,866
Visitors Fund - Welcome Structure - \$270,000 and Art Alley \$3,844

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

To approve the request from the administration department to transfer the amount listed above related to the General Fund and Visitors Fund from the 2025 budgets to the 2026 budget related to the projects above.

SUGGESTED MOTION:

i move to approve the request from the administration department to transfer the amount listed above related to the General Fund and Visitors Fund from the 2025 budget to the 2026 budget related to the projects above.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 18, 2026
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Budget Amendment

STATEMENT/PURPOSE:

Consider transferring funds from the 2025 budget to the 2026 budget.

BACKGROUND/ALTERNATIVES:

Professional Fees & Services

I budgeted for 2025 the purchase of Sketch Inspect and Change Finder, two programs offered through EagleView. These tools compare the sketches in our CAMA system with current aerial imagery from EagleView. They will also identify changes between the original EagleView flight in 2023 and the upcoming flight scheduled for 2026. These programs will enhance assessment accuracy and improve workflow efficiency within the department.

Salaries - Part-time

Part-time salary funds remaining from 2025 will be used to provide training for employees entering new positions within the Assessing Department. This support will ensure proper onboarding, skill development, and continuity of operations as responsibilities shift.

ATTACHMENTS:

None

FISCAL IMPACT:

Professional Fees and Services = \$11,415
Salaries - Part-time = \$9,518

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

To approve the request from the assessing department to transfer \$11,415 from the 2025 budget to the 2026 budget Professional Fees and Services line item and \$9,518 from the 2025 budget to the 2026 budget Salaries - Part-time line item.

SUGGESTED MOTION:

I move to approve the request from the assessing department to transfer \$11,415 from the 2025 budget to the 2026 budget Professional Fees and Services line item and \$9,518 from the 2025 budget to the 2026 budget Salaries - Part-time line item.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 23, 2026
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT: Consider transferring funds from the 2025 budget to the 2026 budget

STATEMENT/PURPOSE:

Consider transferring funds from the 2025 budget to the 2026 budget

BACKGROUND/ALTERNATIVES:

Professional Fees and Services

I budgeted \$43,416 for plan review services for the Womens Correctional Facility. This is help that has been contracted with Interstate Engineering. This is carried over from last year because the project is not complete. Construction work will wrap up in 2027. We would ask to keep this in the budget until the project is complete.

ATTACHMENTS:

None

FISCAL IMPACT:

Professional Fees and Services = \$43,516

STAFF IMPACT:

na

LEGAL REVIEW:

na

RECOMMENDATION:

To recommend and approve the request from the building inspections department to transfer \$43,516 from the 2025 budget to the 2026 budget, Professional Fees and Services line item.

SUGGESTED MOTION:

I move to approve the request from Building Inspections to transfer \$43,516 from the 2025 budget to the 2026 budget, Professional Fees and Services line item.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 10, 2026
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Transfer of funds from 2025 Growth Fund Budget to 2026 Budget

STATEMENT/PURPOSE:

To consider transferring funds from the 2025 Growth Fund budget to the 2026 budget for approved economic development projects and business development operations.

BACKGROUND/ALTERNATIVES:

GROWTH FUND

I request to transfer the following amounts to the 2026 budget for the completion of specific projects and initiatives:

Economic Development (224.224.65118) = \$115,000

Requesting a transfer from the line item from 2025 to 2026 for the following:

- Storefront Improvement Projects (completed)
 - Steven Kilen (1307 1st Street NE) = \$30,000
- Storefront Improvement Projects (in process not yet completed)
 - Steven Kilen (1311 1st Street NE) = \$60,000
- Fire Sprinkler Assistance Program
 - Missouri Valley Rentals (104 2nd Avenue NW) = \$10,000
- 2025 Business Pitch Challenge (winners have been selected — contingent on full approval)
 - 1st Place Prize= \$10,000
 - 2nd Place Prize= \$3,000
 - 3rd Place Prize= \$2,000

ATTACHMENTS:

None

FISCAL IMPACT:

Finance Director Greg Welch has reviewed the request and indicates the funding is available.

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

I recommend transferring amounts outlined from the FY2025 budget balance to FY2026 budget for the Mandan Growth Fund and Business Development and Communications Department operations.

SUGGESTED MOTION:

I move to approve the outlined budget transfers for the Growth Fund from the fiscal year 2025 budget balance to the fiscal year 2026 budget.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Engineering budget transfers

STATEMENT/PURPOSE:

To consider and possibly approve 2025 budget transfers to 2026 budget.

BACKGROUND/ALTERNATIVES:

The Engineering department has several budgeted 2025 efforts that will extend into 2026. As a result, we are requesting the following 2025 budget transfers to 2026 budget:

General Fund

100.112.52110 - 2026 Bismarck Mandan Metropolitan Planning Organization from Planning departmental savings = \$25,690

100.113.52114 - Professional Services support - \$47,000

1% City Sales Tax Fund

214.214.52110 - Moore Engineering (Cemetery Landslide) = \$102,150 (\$412,125 - \$309,975 paid)

214.214.62114 - NDDOT (HEU-CPU-1-988(051)) = \$16,459 (\$538,853 - \$522,394 paid)

214.214.62114 - NDDOT (NHU-1-810(035)000) = \$12,915 (\$14,132 - \$1,217 paid)

Water & Sewer Utility Fund

601.656.52110 - Advanced Engineering (Lead Service Line Inventory Update) = \$176,197

601.656.52110 - Advanced Engineering (Lead Replacement On-Call Services) = \$13,347

601.656.62114 - Apex Engineering Group (Master Lift Station and Forcemain Improvements) = \$364,817

601.659.52110 - HDR Engineering (Wastewater Facility Plan Peer Review) = \$321

601.659.62114 - Advanced Engineering (Wastewater Treatment Plant Interim I&C

Upgrades) = \$52,420

601.659.62114 - Advanced Engineering (Wastewater Treatment Plant Master Plan Update) = \$2,910

ATTACHMENTS:

None

FISCAL IMPACT:

These projects all have approved remaining budgets for the amounts listed, no additional funds are being requested.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the budget transfer requests, as presented.

SUGGESTED MOTION:

I move to approve the Engineering budget transfer requests, as presented.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 10, 2026
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Transfer funds from 2025 budget to 2026 budget and expenditure budget amendments to 2025 budget.

STATEMENT/PURPOSE:

To approve the request from the finance department to transfer funds from the 2025 budget to the 2026 budget and approve the expenditure budget amendments to the 2025 budget.

BACKGROUND/ALTERNATIVES:

On October 7, 2025, the City Commission approved a \$40,000 budget amendment in the General Fund for the sole source purchase of work stations in the finance, human resources, and information technology departments. The work stations were not completed until January 2026. Also, the City has expenditures that need budget amendments to the 2025 budget. The City had revenue collections, receivables, and/or existing cash balances available at year-end to offset these expenditures, however, amendments to the 2025 budget are recommended at this time.

ATTACHMENTS:

1. 2025 Expenditure Budget Amendments

FISCAL IMPACT:

Transfer of \$40,000 from the 2025 budget to the 2026 budget in the General Fund for the sole source purchase of work stations in the finance, human resources, and information technology departments.

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the request from the finance department to transfer \$40,000 from the 2025 budget to the 2026 budget in the General Fund and approve the expenditure budget amendments to the 2025 budget.

SUGGESTED MOTION:

I move to approve the request from the finance department to transfer \$40,000 from the 2025 budget to the 2026 budget in the General Fund and approve the expenditure budget amendments to the 2025 budget.

2025 EXPENDITURE BUDGET AMENDMENTS

Fund	Purpose	Total
City Visitors' Promotion	2% City Lodging Taxes	\$ 17,133
Public Transportation System	Tax Collections	\$ 4,598
0.75% City Sales Tax	Bank of ND (Series 2016A Bonds)	\$ 1,835,334
Fire Equipment Reserve	Fire Department	\$ 9,383
Narcotics Task Force Asset	Metro Area Narcotics Task Force	\$ 22,960
Narcotics Task Force Grant	Metro Area Narcotics Task Force	\$ 105,923
Narcotics Task Force-HIDTA Grant	Metro Area Narcotics Task Force	\$ 121,566
AARC Grant	Abused Adult Resource Center	\$ 58,167
BSA Police Explorer Program	Police Department	\$ 9,802
SANE Grant	Sanford Bismarck	\$ 12,430
DCAC Grant	Dakota Children's Advocacy Center	\$ 25,912
Mandan SEP Trust	Brady Martz Fees & Services	\$ 345
Brownfields Assessment Grant	Stantec Consulting Services	\$ 59,356
Health & Safety	Special Assessment Repairs & Services	\$ 73,268
Refunding Improvement Bonds	Infrastructure Loans	\$ 513,967



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 26, 2026
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider 2025 Budget Transfer to the 2026 Budget and Associated Budget Amendment

STATEMENT/PURPOSE:

Consider transferring funds from the 2025 budget to the 2026 budget and approving the associated budget amendment.

BACKGROUND/ALTERNATIVES:

The HR Department is requesting authorization to carry forward the remaining 2025 HR salary savings into the 2026 budget and approve a corresponding budget amendment for the remaining funds needed to continue an HRIS optimization project.

Budget Carryover Request: 2025 HR Department salary savings: \$11,909.75

Budget Amendment Request: Administration Department vacant position savings: \$14,690.25

These funds will be used to support the additional project costs described below.

The HR Department began implementation of the Human Resource Information System (HRIS) optimization project in 2026. This project focuses on fully implementing and optimizing system modules the City already licenses, but that were never fully configured or utilized. The goal is to streamline and automate HR processes, including recruitment, onboarding, and compliance workflows, so they function more efficiently and consistently across departments. This work also establishes a foundation for the City to continue utilizing additional HRIS capabilities in the future as needs evolve.

As system configuration has progressed, additional customization and workflow requirements were identified beyond the original scope of work. These items require additional system configuration, validation, testing cycles, and workflow alignment to

ensure the system functions properly and supports operational readiness.

To complete the remaining work, the HR Department is requesting approval of a change order with Paytech to extend project support for an additional 12 weeks.

Estimated Cost of Change Order:

Additional Paytech project management support for approximately 120 hours over a 12-week period to complete system configuration, validation, testing, and workflow alignment. The initial portion of this work focuses on completing system configuration and testing, while the final six weeks are intended to provide as-needed support as workflows are finalized and issues are addressed during real-time use.

Estimated Cost:\$21,600*

*Paytech services are billed on a pay-as-used consulting basis, meaning hours are only billed as utilized and unused time would not be charged if the project is completed earlier.

In addition, the HR Department is requesting \$5,000 in one-time project costs, including:

- HRIS integration with the City’s background check provider – estimated up to \$3,000 to configure integration between HRIS and the background check vendor. Final costs will depend on vendor configuration and integration requirements.
- Document Manager module implementation – estimated approximately \$2,000 to add the module within the system to support digital document management, compliance tracking, and workflow processing. Final cost and any associated monthly subscription costs will be confirmed with HRIS.

Total Request for Continuation of the HRIS Optimization Project: \$26,600

ATTACHMENTS:

None

FISCAL IMPACT:

2025 HR Department salary savings (carryover): \$11,909.75

Administration Department vacant position budget savings (budget amendment): \$14,690.25

Total additional funds requested: \$26,600

STAFF IMPACT:

This work will reduce redundant tasks and systems currently used today, improve compliance tracking, and create more consistent recruitment and onboarding workflows. It will also provide a more positive experience for applicants as their first interaction with the City as an employer, while improving processes for employees and managers through more streamlined workflows.

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve the request from the HR Department to carry forward the remaining 2025 HR salary savings into the 2026 budget and approve the associated budget amendment related to the project above.

SUGGESTED MOTION:

I move to approve the request from the HR Department to carry forward the remaining 2025 HR salary savings into the 2026 budget and approve the associated budget amendment related to the project above.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 9, 2026
SUBMITTING DEPARTMENT: Information Technology
DEPARTMENT DIRECTOR: Karie Mischel
PRESENTER: Karie Mischel, Computer Information Systems Manager
SUBJECT: Consider transferring funds from the 2025 IT budget to the 2026 budget; Budget Amendment

STATEMENT/PURPOSE:

Consider transferring funds from the 2025 budget to the 2026 budget; Budget Amendment

BACKGROUND/ALTERNATIVES:

The IT Department is requesting authorization to carry forward the remaining 2025 budget funds into the 2026 budget year. Due to project timing, staffing, and operational needs, certain expenditures were not completed in 2025. The department is currently in the process of hiring a Systems Administrator, which has impacted project timelines and workload distribution. Carrying these funds forward will allow the department to complete planned repairs and maintenance, capital purchases, and support the hiring of an IT intern in 2026 to assist with departmental technology initiatives and support services.

Additionally, the IT Department is requesting approval to amend the 2026 expenditure budget to include funding of \$5,822 for Civic Plus's Social Media Archiving tool, utilizing unspent funds from the Assistant City Administrator position. This platform would archive all content across City of Mandan social media accounts, including those for the City, Police Department, Fire Department, Library, and Airport.

ATTACHMENTS:

None

FISCAL IMPACT:

Transfer of \$14,374 from the 2025 IT Department budget to the 2026 IT Department budget. Transfer \$5,822.00 from 2025 Administration budget to the 2026 IT Department

budget.

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve the request from the IT Department to transfer \$5,000 to the 2026 Repairs and Maintenance budget; \$4,000 to the 2026 Capital Outlay budget; and \$5,374 to the 2026 Salaries – Intern budget; \$5,822.00 from the 2025 Administration budget to the 2026 IT Department budget.

SUGGESTED MOTION:

I move to approve the request from the IT Department to transfer \$5,000 to the 2026 Repairs and Maintenance budget; \$4,000 to the 2026 Capital Outlay budget; and \$5,374 to the 2026 Salaries – Intern budget; \$5,822.00 from the 2025 Administration budget to the 2026 IT Department budget.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 27, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Request approval of a \$31,500 amendment to the 2026 Police Department budget using carryover savings from the 2025 Police Department budget for the purchase and outfitting of an unmarked detective vehicle.

STATEMENT/PURPOSE:

To request approval of a \$31,500 amendment to the 2026 Police Department budget using carryover savings from the 2025 Police Department budget to purchase and equip an unmarked detective vehicle.

BACKGROUND/ALTERNATIVES:

The Mandan Police Department is requesting approval to purchase a 2026 Chevrolet Equinox AWD to be used as an unmarked detective vehicle. Several of the department's current unmarked vehicles have high mileage. The department will use the North Dakota State Bid to purchase the vehicle, at approximately \$28,500, with about \$3,000 for emergency lights and radio installation.

ATTACHMENTS:

None

FISCAL IMPACT:

\$31,500 amendment to the 2026 Police Department budget using carryover savings from the 2025 Police Department budget.

STAFF IMPACT:

Provides a reliable unmarked vehicle for detective operations and helps replace aging

vehicles with high mileage.

LEGAL REVIEW:

None

RECOMMENDATION:

I recommend approval of the 2026 budget amendment using carryover savings from the 2025 Police Department budget to purchase and equip the unmarked detective vehicle.

SUGGESTED MOTION:

I move to approve a \$31,500 amendment to the 2026 Police Department budget using carryover savings from the 2025 Police Department budget for the purchase and outfitting of an unmarked detective vehicle.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 9, 2026
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: 2025 budget carryover amendment

STATEMENT/PURPOSE:

2025 budget carryover amendment

BACKGROUND/ALTERNATIVES:

Staff is requesting approval of a 2025 budget carryover amendment to allocate remaining funds into priority projects and safety-related equipment purchases in 2026. These carryover funds will allow departments to complete planned work that was identified in 2025 but not finalized before year-end, as well as address operational and safety needs across several divisions.

Forestry (100.151)

The Forestry division will carry over a total of \$70,000. Of this amount, \$61,000 will be allocated to Professional Fees and Services (100.151.52110) to continue the citywide tree trimming program currently underway. This ongoing program is intended to maintain tree health, reduce storm damage risk, and manage public right-of-way tree safety.

The remaining \$9,000 will be allocated to 100.151.59110 to support the City's Tree Partners Program, which assists with community tree planting and maintenance efforts.

Streets Department (100.131)

The Streets Department will carry over \$272,000. A significant portion of this carryover will be directed toward safety equipment and operational improvements across multiple departments.

Allocations from this carryover include:

\$95,000 to Grounds Maintenance (100.161.62114) for the purchase of a new Angle mower and trailer. This equipment addresses a safety need for the department while improving mowing efficiency.

\$35,000 to City Shop (100.131.62114) for the purchase of a forklift, improving shop operations and equipment handling safety.

\$22,000 to Streets Equipment (100.131.62114) for a snow box, providing safer snow hauling operations during winter events.

\$20,000 to Streets Equipment (100.131.62114) to supplement funding for a truck originally planned in the 2026 budget, as bid quotes came in higher than anticipated.

\$75,000 to Cemetery (208.208.62114) to support irrigation expansion for a new cemetery section needed for future burial space and to fund an additional columbarium, as the existing unit currently has only 16 spaces remaining and demand has increased.

\$25,000 to Grounds Maintenance (100.161.62114) toward the potential purchase of a replacement vehicle, as current vehicles in the department are nearing the end of their service life.

Water and Sewer Utility (601.660)

The Water and Sewer Utility Department will carry over \$545,000, which will remain within the same department under 601.660.62114. These funds are part of an ongoing capital allocation used annually for:

Planned lift station maintenance and upgrades

Implementation of the Smart Meter Project, which includes an approved 50/50 grant to replace approximately 1,000 water meters throughout the system.

Grounds Maintenance (100.161)

Grounds Maintenance has an additional \$41,000 carryover.

\$22,000 will be allocated to Professional Fees and Services (100.161.52110) for the weed spraying contract.

The remaining \$19,000 will be allocated to 100.161.62114 to complete funding for a new pickup truck for the department. Quotes obtained through other departments indicate an estimated cost of approximately \$40,000, with additional outfitting needed

for tools and safety equipment.

Solid Waste Utility (620.620)

Solid waste Utility has \$188,000 which will remain within the same department under 620.620.52110. Funds are being carried over to 2026 to help offset project costs associated with the continued development of the landfill masterplan, including work related to the new pit and compost processing improvements.

These carryover allocations ensure previously planned initiatives can be completed while addressing critical operational and safety needs across multiple Public Works divisions.

ATTACHMENTS:

None

FISCAL IMPACT:

Forestry – 100.151 Carryover (\$70,000)

\$61,000 → 100.151.52110 – Professional Fees & Services (Tree Trimming Program)

\$9,000 → 100.151.59110 – Tree Partners Program

Streets – 100.131 Carryover (\$272,000)

\$95,000 → 100.161.62114 – Angle Mower & Trailer (Grounds Maintenance)

\$35,000 → 100.131.62114 – Forklift (City Shop)

\$22,000 → 100.131.62114 – Snow Box (Street Operations)

\$20,000 → 100.131.62114 – Truck Cost Increase Adjustment

\$75,000 → 208.208.62114 – Cemetery Irrigation Expansion & Columbarium

\$25,000 → 100.161.62114 – Grounds Maintenance Vehicle Replacement

Water & Sewer Utility – 601.660 Carryover (\$545,000)

\$545,000 → 601.660.62114 – Lift Station Maintenance & Smart Meter Project

Grounds Maintenance – 100.161 Carryover (\$41,000)

\$22,000 → 100.161.52110 – Weed Spraying Contract

\$19,000 → 100.161.62114 – Pickup Truck & Equipment

Solid Waste Utility — 620.620 Carryover (\$188,000)

\$188,000 → 620.620.52110 — Digging a new pit, Sifting compost, Continuing development of the landfill masterplan

STAFF IMPACT:

The carryover allocations will support staff by providing necessary equipment, safety improvements, and funding to complete ongoing programs such as tree maintenance, weed control, lift station maintenance, and the smart meter replacement project. These investments improve operational efficiency and safety for Public Works personnel without requiring additional staffing

LEGAL REVIEW:

RECOMMENDATION:

Staff recommends approval of the 2025 budget carryover amendment as presented to allocate remaining funds into the appropriate 2026 budget line items for planned projects, equipment purchases, and operational needs across the Forestry, Streets, Grounds Maintenance, Cemetery, and Water and Sewer Utility departments.

SUGGESTED MOTION:

I move to approve the 2025 budget carryover amendment and authorize the transfer of funds into the identified 2026 budget accounts as presented by staff.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 9, 2026
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: 2026 Equipment Budget Reallocation

STATEMENT/PURPOSE:
2026 Equipment Budget Reallocation

BACKGROUND/ALTERNATIVES:

Staff is requesting approval to reallocate funding from a previously budgeted 2026 equipment purchase. The original budget included funding for the purchase of a roller; however, after further review of operational needs, staff has determined the current equipment will remain serviceable and replacement is not necessary at this time.

Due to evolving operational demands within the department, staff is recommending the reallocation of these funds toward the purchase of a Maztek machine and associated tools. This equipment will improve the department's ability to complete maintenance and operational tasks more efficiently and provide additional versatility for shop and field work.

Reallocating the funds allows the department to address a more immediate operational need while still remaining within the approved 2026 budget allocation.

ATTACHMENTS:
None

FISCAL IMPACT:
Funds will be reallocated from the previously approved roller equipment purchase in the 2026 budget to the purchase of a Maztek machine and required tooling. The total budgeted amount will remain unchanged.

STAFF IMPACT:

The purchase of the Maztek machine and supporting tools will improve efficiency and provide staff with additional capabilities to complete maintenance and repair tasks internally, reducing downtime and improving productivity.

LEGAL REVIEW:

n/a

RECOMMENDATION:

Staff recommends approval of the reallocation of the 2026 budgeted equipment funds from the roller purchase to the Maztek machine and associated tools.

SUGGESTED MOTION:

I move to approve the reallocation of the 2026 budgeted funds from the roller purchase to the purchase of a Maztek machine and associated tools.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 5, 2026
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a minor plat for Midway 18th Addition

STATEMENT/PURPOSE:

Consider a minor plat for Midway 18th Addition

BACKGROUND/ALTERNATIVES:

This plat was approved as Midway 17th Addition at the February 17, 2026 meeting, afterwards it was discovered this plat name has been used. The only method to rename the plat would be to bring it again before the commission. Applicant requests waiver of another minor plat application fee.

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 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
4. Midway 18th Addition

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 18th Addition and waiver of an additional minor plat fee.

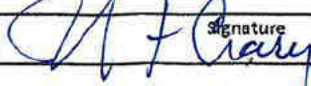
SUGGESTED MOTION:

I move to recommend approval of the minor plat for Midway 18th Addition and waiver of an additional minor plat fee.

CITY OF MANDAN	
Development Review Application	
<input checked="" type="checkbox"/> Minor Plat (\$300)	Zone Change (\$600)
Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
Final Plat up to 20 lots (\$450)	Vacation (\$500)
Final Plat 21 to 40 lots (\$600)	Variance (\$400)
Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
Annexation (\$450)	Stormwater submittal (\$300)
Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	
Combine lots	

Engineer/Surveyor			Property Owner or Applicant		
Name Toman Engineering Co.			Name Helifino, LLP / Joe Cray		
Address			Address		
[Redacted]			[Redacted]		
City	State	Zip	City	State	Zip
[Redacted]			[Redacted]		
email			email		
[Redacted]			[Redacted]		
Phone	Fax		Phone	Fax	
[Redacted]			[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.					

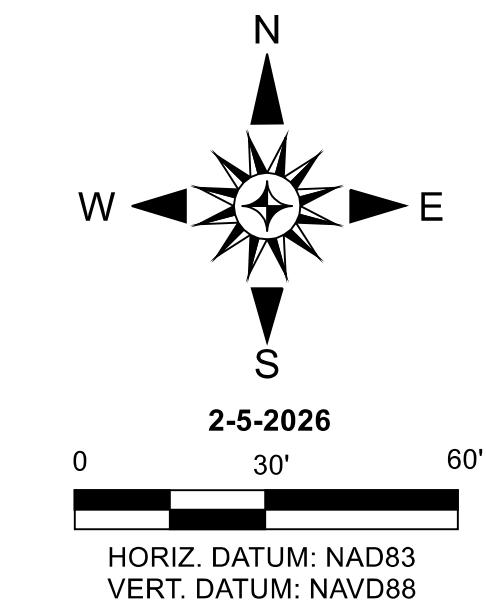
Location		Type		Existing Zone	Proposed Zone	Project Name	
<input checked="" type="checkbox"/> City	ETA	<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Addition	CC	No change	Midway 17th Addition	
Property Address				Legal Description			
3517 & 3521 Memorial Highway				Lot A 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 Joseph F. Cray	Signature 	Date 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	
<input type="checkbox"/> Approved	Approved with conditions:		
<input type="checkbox"/> 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



LEGEND	
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT
—	BOUNDARY LINE
- - -	ADJACENT LOT LINE
- - - - -	EASEMENT LINE
⋯	ORIGINAL LOT LINE

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

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.

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



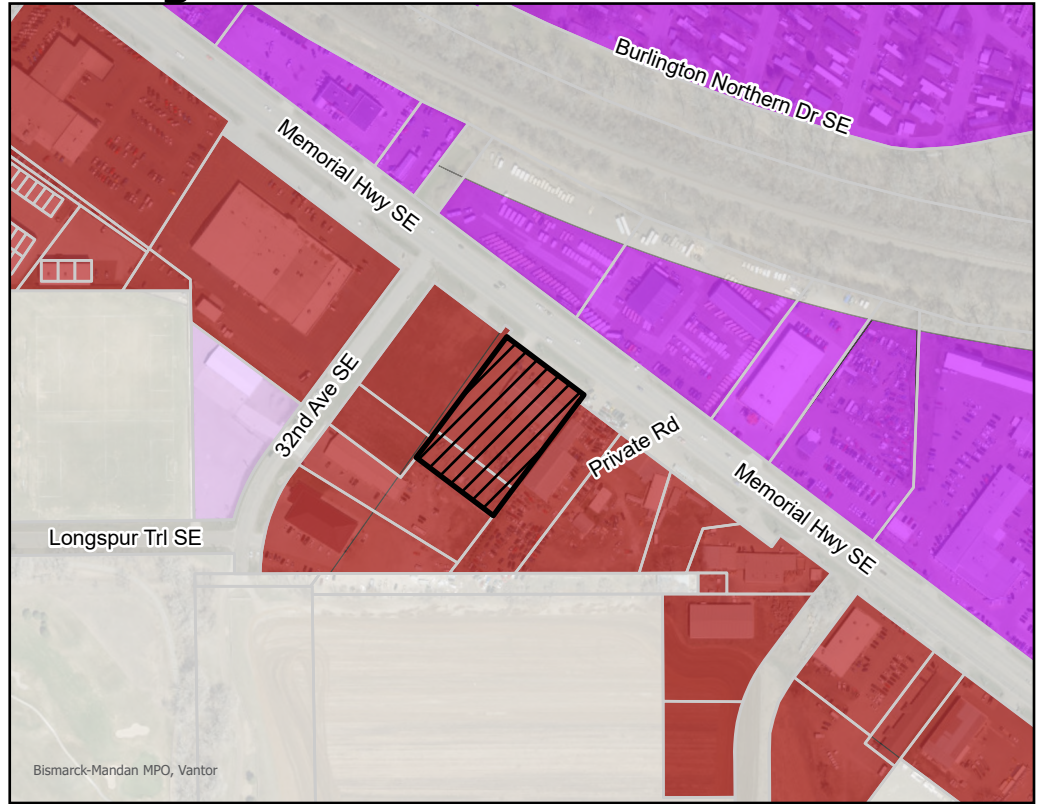
Zoning and Future Land Use Reference Map

Midway 17th

Zoning Map Key

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

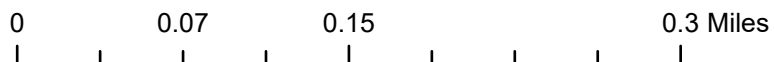
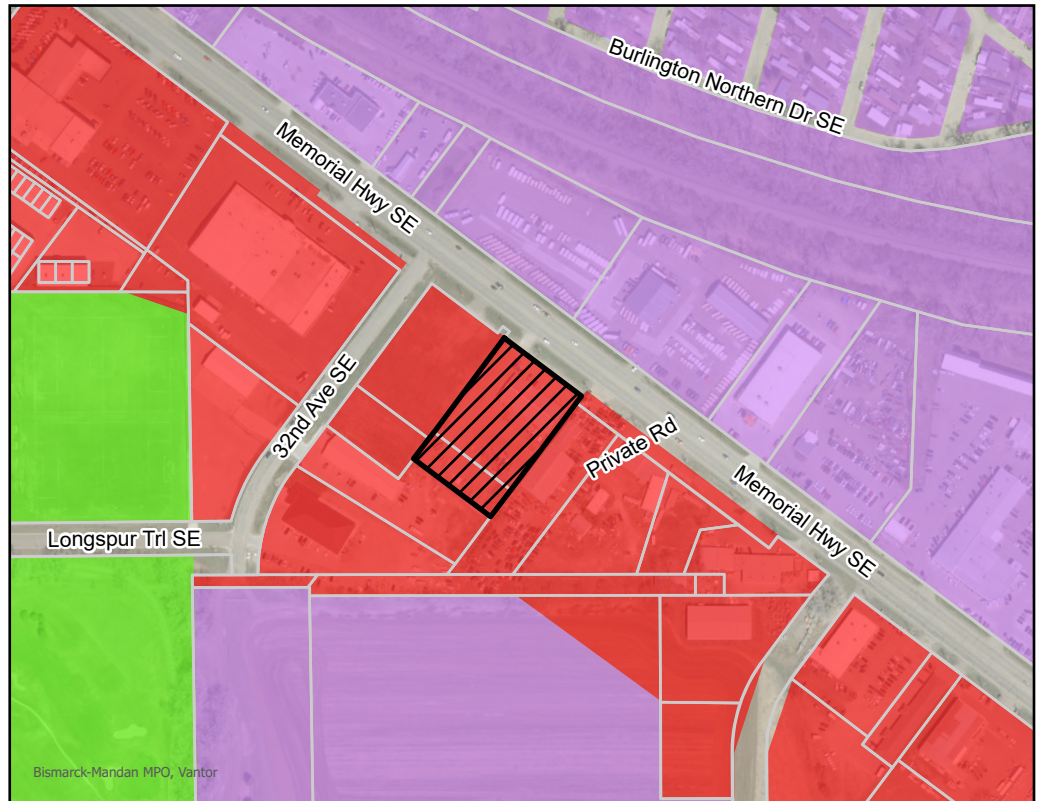
Zoning



Future Land Use Plan

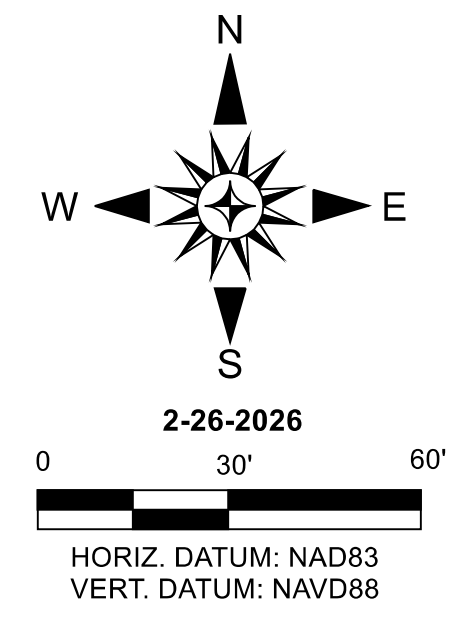
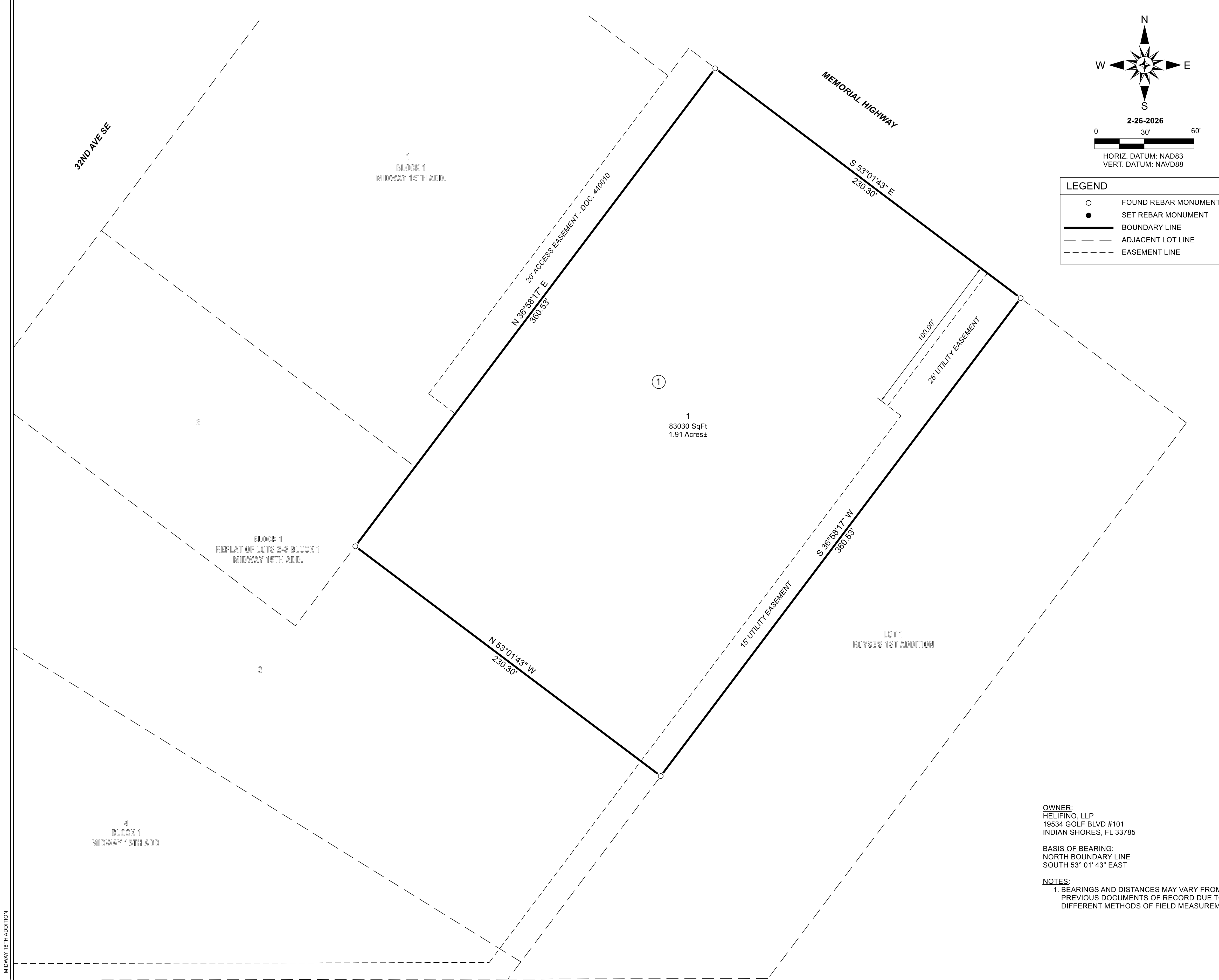
Future Land Use Plan Key

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



MIDWAY 18TH 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



LEGEND	
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT
—	BOUNDARY LINE
- - -	ADJACENT LOT LINE
- - - - -	EASEMENT LINE

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 HUNDRETHS 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 18TH ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

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.

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



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 6, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Hazard Mitigation Grant Award for Cemetery Bank Project

STATEMENT/PURPOSE:

To review and possibly accept the awarded hazard mitigation grant from North Dakota Department of Emergency Services (NDDDES)

BACKGROUND/ALTERNATIVES:

The City of Mandan is currently dealing with geotechnical issues on the southeast side of Union Cemetery. The issues have been present for many years but have not been significantly problematic until recently. A hill slough has continued to creep back further into the cemetery property. The hill is approximately 40 feet high, with the cemetery at the top of the slope and BNSF railroad tracks at the base of the slope. Based on a review of historical imagery, the movement has likely been present for decades. It is possible that the slope was originally cut to install the BNSF railroad tracks, but the slough may have been present before the railroad was installed.

The City successfully applied for a Hazard Mitigation Grant to continue to monitor ground movement and plan stabilization improvements.

ATTACHMENTS:

1. DR 4760 - 4R Mandan Cemetery Landslide Scoping Project Contract - 2026-3-3

FISCAL IMPACT:

Project Cost: 100% - \$211,405.00
 Federal Funding: 75% - \$135,000
 State Funding: 10% - \$21,140.50
Local Funding: 15% - \$55,264.50

City Commission

Agenda Documentation

March 17, 2026

Subject: Consider accepting the Hazard Mitigation Grant Award for the Cemetery Bank Stabilization project

Page 2 of 2

These matching funds would come from the 1% City Sales Tax Fund as proposed at a previous commission meeting.

STAFF IMPACT:

Staff will spend time coordinating efforts and determining a solution.

LEGAL REVIEW:

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

RECOMMENDATION:

To accept the Hazard Mitigation Grant from NDDDES.

SUGGESTED MOTION:

I move to accept the Hazard Mitigation Grant from NDDDES.



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

Kelly Armstrong
Governor

Brigadier General Mitchell Johnson
Director – Department of Emergency Services

Darin Hanson
Director - Division of Homeland Security

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039
Disaster Declaration Number: FEMA-4760-DR-ND
Subgrantee: City of Mandan
Project Number: DR 4760 - 4R Mandan Cemetery Landslide Scoping Project

**Hazard Mitigation Grant Program Subgrant Agreement
for
FEMA-DR-4760-ND**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, on February 15, 2024, President Joseph Biden issued a major disaster declaration (FEMA-DR-4760-ND) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and
- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, the Subgrantee has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as

“Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement.

- E. WHEREAS, Subgrantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement dated March 8, 2024, between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4760-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13, 80, and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment B.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the project approved by the Grantee and the FEMA, as specified in Attachment A – Approved Project Data. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be up to seventy-five percent of all eligible costs.

- A. The approved project documentation shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Amendments may obligate or deobligate funding, thereby amending the total funding for the project. The approved project documentation shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some sub grantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subgrantee is required to repay the Grantee funds already disbursed by the Grantee, the Subgrantee will have 60 days to reimburse the full amount. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable project application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable project application for which Subgrantee has received payment from Grantee.
- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in Attachment A – Approved Project Data, in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local ordinances and State law. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subgrantee Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subgrantees will be rated upon new disaster and program funding opportunities. The Business Manager will work with the State Hazard Mitigation Officer (SHMO) or assigned staff, to jointly complete the risk assessment and score subgrantees, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207, and will be identified within Attachment D of this Subgrant Agreement.

Every January, or as needed, NDDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

To ensure all State and Federal Standards are met, Grantee will conduct a physical inspection of all non-plan projects before a project is started and again before the project is closed.

Throughout the life of an approved project, Grantee will undertake a number of project monitoring activities to ensure successful completion of projects. Grantee will monitor and evaluate project accomplishments and adherence to the project work schedule. Through the review of Subgrantee quarterly reports mitigation staff will attempt to identify any potential problems in grant performance. If problems or concerns exist Grantee will contact Subgrantee to further research potential issues. Technical administration or program assistance may be offered or coordinated if required. In addition, mitigation staff will contact Subgrantee on an as needed basis to provide project management support and to aid in the successful completion and closeout of projects. If a project has not been completed and closed within 120 days of the project's period of performance Grantee will send a letter to the applicant that details project deadlines, includes instructions for project closeout, and gives instructions and deadlines for requesting a time extension if necessary.

For all projects, Subgrantee shall certify that: the project was completed in accordance with FEMA approvals; all required and allowable funds have been paid; all reported costs were incurred in the performance of eligible work; work was completed in compliance with the provisions of the FEMA-State Agreement; payments for the project were made in accordance with the existing requirements of Federal and State laws and regulations; no further requests for funding will be made; and there are no pending bills.

As required by 44 CFR Part 80.14 (d), for all acquisition and relocation projects, every 3 years the Subgrantee (in coordination with any current successor in interest) through the grantee, shall submit to the FEMA Regional Administrator a report certifying that the Subgrantee has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in Attachment A – Approved Project Data, under this Agreement shall be up to seventy five (75) percent of such costs, and the nonfederal share shall be the remaining amount. Payment of a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Further, at the time of project application, Subgrantee must provide Grantee with a Resolution of Commitment from its authorized governing body. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 44 CFR § 13.24.

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Following the receipt of a project reimbursement request (including supporting documentation in the way of invoices, contracts, force account labor and equipment schedules, and cancelled checks or vouchers), a payment will be issued for any funding that is eligible to be paid to the Subgrantee, as it becomes available. Payment authorizations

shall be calculated in accordance with the federal/non-federal cost share, and on the terms and conditions set forth in the FEMA/State Agreement and this agreement. Authorization for payment will include documentation to substantiate the amount of the authorization.

- B. Grantee may advance funds under this Agreement to Subgrantee up to 90 percent of the 75 percent federal share for projects other than Acquisition/Relocation/Elevation projects. Upon completion of the project, submission of the summary of documentation (cancelled checks, warrants, certified transaction reports, etc.) and final approval by FEMA, the remaining 10 percent share of the federal share and the appropriate state share will be paid. For Acquisition/Relocation/Elevations projects, all conditions for advances listed above shall apply except that the grantee may advance 100 percent of the federal share rather than 90 percent. Subgrantee must meet the following conditions to be eligible for an advance of funds:
 - 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - 2. Subgrantee shall submit to Grantee the budget supporting the request;
 - 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 - 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- C. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. Grantee shall have performed the final inspection;
- D. Subgrantee shall have requested final reimbursement.
- E. Subgrantee shall have requested project closeout by letter

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 44 Code of Federal Regulations Part 13, as amended.
- B. Office of Management and Budget Circular No. A-87, “Cost Principles for State and Local Governments,” as amended.
- C. Office of Management and Budget Circular No. A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” as amended.
- D. Office of Management and Budget Circular No. A-122, “Cost Principles for Non-Profit Organizations,” as amended.
- E. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from

the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- F. The Subgrantee shall maintain all records for the Subgrantee and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
- G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subgrantee is notified of such determination. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subgrantee. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "North Dakota Department of Emergency Services" and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$750,000 or more, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this

Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revise, the cost of the audit must be paid from nonfederal funds.
- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required by subsection D. above, the Subgrantee shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of a project and any other modification shall be in writing. Modifications to any project to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the FEMA. Any approved modification to a project shall be noted in an amendment to the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Period of Performance (POP). The POP is the period of time during which the Grantee is expected to complete all grant activities and to incur and expend approved funds. The POP begins on the date that the grant is awarded and ends no later than 36 months from the award of the final subgrant under the grant. The POP termination date is established by the subgrant with the latest completion date.

FEMA will not establish activity completion timeframes for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP.

ARTICLE XIX. Contracts with Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a political subdivision under NDCC 32-12.2-13, the Subgrantee shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. Contractors hired by a Subgrantee, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Subgrantee shall provide Quarterly Reports to Grantee using forms provided by the Grantee for each specific project. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections may be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantees and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subgrantee agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- D. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by

public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

- J. With respect to any Subgrantee which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
 - b) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such Subgrantee shall attach an explanation to this Agreement. In addition, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment C. Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

1. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
2. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
 4. Take any other remedial actions that may otherwise be available under law.
3. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
 4. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
 5. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
 6. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
 7. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Justin Messner, Disaster Recovery Chief
 Department of Emergency Services
 PO Box 5511
 Bismarck, ND 58506
 Email: jmessner@nd.gov

Subgrantee:

Riley McAdoo-Roesler
 Assistant City Engineer
 205 2nd Ave NW
 Mandan, ND 58554
 Email: riley.mcadooroessler@cityofmandan.com

ARTICLE XXIX. Designation of Agent. Subgrantee hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Alternate Agent

Name and Title

Name and Title

Phone Number

Phone Number

E-mail

E-mail

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4760-ND)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE SUBGRANTEE:

Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

SAM-UEI Number: STTML83LTFK3

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4760-ND)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner – Disaster Recovery Chief

3/3/2026

Date

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039

Disaster Declaration Number: FEMA-DR-4760-ND

Subgrantee: City of Mandan

Project Number: DR 4760 - 4R Mandan Cemetery Landslide Scoping Project

Project Cost: 100% - \$211,405.00

Federal Funding: 75% - \$135,000 (based on 75% of \$180,000 cap)

State Funding: 10% - \$21,140.50

Local Funding: 15% - \$55,264.50

Work Schedule: 15 February 2024 – 14 August 2029

Scope of Work:

This project will determine the specific causes of slope instability, identify alternatives to address the issues, select the most feasible method to properly address the issues, identify costs for implementing the selected alternative, and confirm the cost effectiveness of the proposed mitigation project. The project's specific deliverables will include completion of Modeling and Preliminary Design, a Preliminary Engineering Report, and an application to FEMA's Hazard Mitigation Grant Program. Modeling and Preliminary Design - The City's geotechnical engineering consultant will develop a Geotechnical Report based upon monthly slope surface monitoring prism measurements. After completing 10% designs for 3 alternatives, the consultant will perform geotechnical modeling to determine the effectiveness of each alternative. The City's civil engineering consultant will then complete 10% civil design for the project. This effort will include preparation of drawings and exhibits related to existing conditions, traffic routing, typical sections, and proposed street and utility considerations. It will also include multiple field reviews to consider design alternatives with the city. Preliminary Engineering Report - The City's geotechnical consultant will produce a Geotechnical Report that includes concept drawings, a slope monitoring memo, alternatives analysis, and preliminary cost estimates. The civil consultant will then produce a finalized Preliminary Engineering Report that incorporates the Geotechnical Report and outlines the full project scope, schedule, and budget. HMGP Application - The City's engineering consultant will assist with the development of a complete and compliant application to FEMA's Hazard Mitigation Grant Program. The development of the project's Benefit Cost Analysis (BCA) will be crucial to the application effort. The BCA will consider potential damages and critical service delays related to the watermain, BNSF railway, gas line, and electrical utility line in the immediate project vicinity. The application effort will also include the development of project and budget narratives, regular communication with NDDDES staff, review meetings with City staff, and compilation of all required attachments.

Project location with GPS coordinates;

- Mandan Union Cemetery, Southeast of cemetery
 - i. 1600 Mandan Ave, Mandan, ND 58554
- GPS: Lat: 46.840178 Long: -100.869781

Work Schedule:

Modeling and Preliminary Design	5 Months
Preliminary Engineering Report	2 Months
Funding Application Docs	2 Months
Reimbursement and Closeout	2 Months
<hr/>	
Total:	11 Months

This work schedule is to keep project on track, the official period of performance is listed on top of the Attachment A. The period of performance will be the date used to determine if a time extension is needed.

Cost Estimate:

Modeling and Preliminary Design	\$ 162,360.00
Preliminary Engineering Report	\$ 28,955.00
<u>Funding Application</u>	<u>\$ 20,090.00</u>
<hr/>	
Total	\$ 211,405.00

Other Conditions:

1. If cultural materials are inadvertently discovered during construction, the applicant must cease activity and contact FEMA and the ND SHPO immediately.
2. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
3. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
4. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

ATTACHMENT B

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin (including limited English proficiency per Executive Order 13166), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with

the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
- b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
- c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- e) Subgrantee shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
 22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
 23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
 24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.

25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards, which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l) Provide documentation of public notices for demolition activities.

ATTACHMENT C

**Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subgrantee's Name

Grantee Agreement Number

ATTACHMENT D

Risk Assessment Conditions

Per Article VI of this contract, NDDDES is required to complete a Financial Assistance Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment.

Based upon the Risk Assessment completed for Year 2026, the City of Mandan has been determined to be a Low Risk based upon the above-mentioned criteria.

The specific conditions for a subgrantee determined to be Low Risk are the following:

- Subgrantees identified as Low Risk have no further conditions and may continue with their projects as approved by FEMA. This must include the completion of all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subgrantees that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

Every January, or as needed, NDDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high-risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider the approval of plans and specifications, Engineer's Report, and authorize the call for bids for the 2025 Municipal Sidewalk Improvement Project 2025-05

STATEMENT/PURPOSE:

To move forward with project 2025-05 to repair sidewalks, driveway aprons, and other concrete items throughout the City.

BACKGROUND/ALTERNATIVES:

This is an annual sidewalk construction project that is for the removal and replacing of existing sidewalks or aprons in need of repair. Work includes any concrete item within the public right-of-way that needs to be done. To promote city work being a priority for the selected contractor interim completion dates are included in the contract and are to be negotiated with the contractor.

Pending approval today, the project will be advertised on March 20 and March 27, open bids on April 6 and bring back our recommendations to the City Commission for award of bid on April 7.

ATTACHMENTS:

1. Resolution Approve Plans & Specs Project 2026-20
2. Resolution Ad for Bids Project 2026-20
3. Resolution Approve Engineer Report Project 2026-20

FISCAL IMPACT:

The estimated cost for guaranteed work is \$244,172.89. After speaking with the Finance department, Flex Fund is the most appropriate source for this project.

STAFF IMPACT:

Staff will need to spend time working closely with the contractor to ensure all work is completed in a timely manner.

LEGAL REVIEW:

All documents have been made available to the City Attorney.

RECOMMENDATION:

To authorize the engineering department to advertise for bids for the 2026 Municipal Concrete Contract.

SUGGESTED MOTION:

I move to authorize the engineering department to advertise for bids for the 2026 Municipal Concrete Contract.

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR MUNICIPAL SIDEWALK IMPROVEMENTS
PROJECT # 2026-20**

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

Pursuant to the requirement of the North Dakota Century Code §40-22-11, the Plans and Specifications for the improvement project in Project # 2026-20 of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 17th day of March, 2026.

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR MUNICIPAL SIDEWALK IMPROVEMENT PROJECT 2026-20**

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

1. The City Engineer and staff shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Municipal Sidewalk Improvement Project 2026-20 of the City of Mandan, as more fully described and referred to in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least twenty-one days before the date specified for receipt of bids, which notice shall be in the following form:

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet in April to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: March 17, 2026

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN MUNICIPAL SIDEWALK IMPROVEMENTS PROJECT 2026-20**

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

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Municipal Sidewalk Improvement Project 2026-20, as required by North Dakota Century Code §40-22-10, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

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

a. Construction costs: \$212,324.25

b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor: \$31,848.64

c. Total estimated costs of the improvement: \$244,172.89

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

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

Dated this 17th day of March, 2026

President, Board of City Commissioners

ATTEST:

City Administrator



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 24, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Engineering Services Agreement Amendment for Construction Oversight and Public Engagement

STATEMENT/PURPOSE:

To amend the existing engineering service agreement with Apex Engineering for construction oversight and public engagement.

BACKGROUND/ALTERNATIVES:

On December 9th, bids were opened for this project. The lowest bid received was from Crow River Construction in the amount of \$1,006,409.75, which is approximately 10% lower than the engineer's estimate of 1,120,000. This project would install a new sanitary sewer line extending from 8th Ave NW to HWY 1806. This new sewer line would eliminate the need for a lift station and reroute flow to the east. The amendment to the engineering services agreement would add construction oversight and community outreach to the existing design contract.

ATTACHMENTS:

1. Amended Apex contract e-500_2014 Amendment 1 TO 3 3.10.2026 unsigned

FISCAL IMPACT:

These services will cost an additional \$188,045 on top of the \$192,131, making the contract total \$380,176. This project is being paid for out of the Water & Sewer Utility Fund.

STAFF IMPACT:

Staff will spend time coordinating with Apex Engineering.

LEGAL REVIEW:

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

City Commission

Agenda Documentation

March 17, 2026

Subject: Consider an amendment to the engineering services agreement to include construction services to the Terra Vallee sanitary sewer project

Page 2 of 2

RECOMMENDATION:

To approve the amendment to the engineering services agreement with Apex Engineering for the Terra Vallee decommissioning project.

SUGGESTED MOTION:

I move to amend the engineering services agreement with Apex Engineering, as presented.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 7, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1 to Task Order 3

The Effective Date of this Amendment is: January 2, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: November 7, 2017

Owner: City of Mandan, ND

Engineer: Apex Engineering Group, Inc.

Project: Terra Vallee Sanitary Sewer and Regional Stormwater Improvements

Nature of Amendment:

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

Description of Modifications:

Modifications to services of Engineer (SANITARY)

- Construction Contract Preparation and Construction Contract Administration (Sanitary)
- Shop Drawing Review and Approval (Sanitary)
- Preconstruction Meeting Preparation, Meeting and Meeting Minutes (Sanitary)
- Construction Progress Meetings and Minutes (Sanitary)
- Construction Staking of Improvements (Sanitary)
- Resident Project Representative (RPR) (Sanitary) (est 8 weeks of Construction)
- Project Closeout and Warranty Inspection (Sanitary)
- Record Drawing Preparation – GIS Map updates (Sanitary)
- Public Communication (Project Updates, Letters, Memos, Resident Communications (written, phone, email or phone) (Sanitary)
- Drone Imagery (Photos and Video) (Sanitary)

Modifications to payment to Engineer (SANITARY)

- See Below

Modifications to time for rendering services (SANITARY)

- Construction Contract dictates Final Completion of Work – October 16, 2026
- Warranty period is 2 years
- Completion of services October 31, 2028

Agreement Summary (Sanitary):

Original agreement amount: \$ 192,131.00 (HNTE)
Net change for prior amendments: \$ 0
This amendment amount: \$ 188,045.00 (HNTE)
Adjusted Agreement amount: \$ 380,176.00 (HNTE)

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: Mike Berg
Print
name: Mike Berg

Title: Principal/Vice President

Date Signed: 3/10/2026



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 9, 2026
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Consider a resolution to submit proposed sales and use tax to June 2026 ballot

STATEMENT/PURPOSE:

Consider a resolution to submit proposed sales and use tax to June 2026 ballot

BACKGROUND/ALTERNATIVES:

Over the past few years, our long-range planning process has highlighted critical needs within our fire and emergency response system. As Mandan continues to grow, our current facilities and infrastructure must be strengthened to keep pace with increasing call volumes, modern operational standards, and evolving community expectations. The 10-year strategic plan identified our top priorities essential for maintaining reliable service: building and equipping Fire Station 3 to include a dedicated Emergency Operations Center (EOC), ensuring the upkeep and modernization of our existing fire stations, and securing land for a future Fire Station 4.

In exploring alternatives, we evaluated grant-funding options, temporary facilities, as well as co-locating facilities with Mandan Rural Fire Department and Morton County. None of these pathways provided the long-term sustainability, capacity, or operational reliability needed to meet future demands. To avoid service gaps and escalating costs, a comprehensive funding strategy became necessary. Therefore, it was determined that we need to ask the voters if they would approve extending or reallocating the existing 0.75% sales and use tax that is expected to cease in 2028 to fund these items.

In addition to funding for Fire Station 3 and an EOC, we would be requesting funding to remodel and modernize our current fire stations, so they remain safe, functional, and capable of supporting updated equipment and staffing needs. We do not anticipate the improvements to be made to Fire Station 1 and Fire Station 2 until 2031 and 2036, respectively. We will also be requesting funds to secure land for a future Fire Station 4. These items will ensure we as a City are positioned to respond effectively as

development continues.

With these priorities clearly defined, we are ready to solidify ballot language that will allow us to responsibly finance and implement the projects identified in our strategic plan, strengthening Mandan's fire and emergency response capabilities. If approved this evening, in June 2026, Mandan voters will decide whether to continue the 0.75% sales and use tax. The 0.75% sales and use tax is currently being utilized to pay for the Starion Sports Complex. In consultation with the Finance Department, it is calculated that the Sports Complex will be paid off in June 2028, 14 years ahead of schedule. If the sales tax in June is approved, it would replace the existing 0.75% sales and use tax being used to pay off the sports complex.

This funding would be dedicated to:

Building Fire Station #3/EOC with the equipment needed to operate it. (in years 2027-2029)

Maintaining and updating Fire Stations #1 and #2 to keep them safe and functional. (Station 1 - 2031 & Station 2 - 2036)

Purchasing land for a future Fire Station #4 to prepare for long-term community growth. (Purchase date to be determined)

As a point of reference, the current tax rate in Mandan is 8.25% (5% state + 2.25% city + 1% county). The sales and use tax in Bismarck is currently 8% (5% state + 2% city + 1% county).

ATTACHMENTS:

1. Resolution Calling Election
2. Mandan Sales Tax Ballot 2026

FISCAL IMPACT:

We anticipate the total expenditures mentioned above not to exceed \$14M over the next ten years. The sales and use tax shall be for a period of twenty (20) years commencing July 1, 2028, or until any bonds issued to finance such purposes are paid.

*Current estimates are that the 0.75% tax will generate approximately \$2.7M annually.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster's Office and Arntson Stewart Wegner PC assisted in drafting the attached resolution.

City Commission

Agenda Documentation

March 17, 2026

Subject: Consider a resolution to submit proposed sales and use tax to June 2026 ballot

Page 3 of 3

RECOMMENDATION:

To approve the attached resolution and ballot language as presented

SUGGESTED MOTION:

I move to approve the attached resolution and ballot language as presented.

**RESOLUTION SUBMITTING QUESTION
OF A SALES AND USE TAX TO ELECTORS**

WHEREAS, the Board of City Commissioners (the “Commission”) of the City of Mandan, North Dakota (the “City”) intends to undertake the construction, improvement and maintenance of fire department facilities including necessary equipment and vehicles (the “Project”); and

WHEREAS, it is advisable that the Commission provide for the financing and construction of the Project in part by levying three fourths of a percent (0.75%) sales and use tax; and

WHEREAS, the proposed sales and use tax shall replace the three fourths of a percent (0.75%) sales and use tax approved by voters on June 9, 2015 to finance Mandan Park District facilities, which sales and use tax is expected to end on or about June 30, 2028; and

WHEREAS, pursuant to the City’s Home Rule Charter and North Dakota Century Code Chapter 40-05.1, the City may impose a sales and use tax when authorized to do so by a majority of the people voting in a city wide election; and

WHEREAS, the primary election will be held on June 9, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The question of approving the proposed sales and use tax shall be submitted to the qualified voters of the City at the time of the primary election to be held on June 9, 2026.
2. The City shall enter into an agreement with Morton County regarding the use of a single canvassing board, the sharing of election personnel, the sharing of election materials, the publishing of legal notices, the apportioning of elections expenses and related matters.
3. The ballot question is approved in substantially the form set forth in Exhibit A hereto. The City Administrator shall notify the Morton County Auditor in writing, at least sixty-four days before the election, of the question to appear on the primary election ballot.
4. The polling hours and polling places shall be the same as for the primary election.
5. The City Administrator is directed to give notice of the election by causing a notice thereof in the official newspaper of the City in the time, form and manner required for City elections. The notice shall state the date of the election, the polling places and polling hours and shall contain a statement that the question to be submitted at the election shall be whether the proposed sales and use tax shall be approved. The notice may refer to the notice of the primary election for the designation of polling places and polling hours.
6. The election shall be conducted, and the votes shall be canvassed as in the case of other City elections and pursuant to the agreement with Morton County.

Dated: March 17, 2026.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The Commission acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on March 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 _____

OFFICIAL BALLOT
_____, 2026
CITY OF MANDAN, NORTH DAKOTA

QUESTION #1

Shall the City of Mandan Board of City Commissioners be authorized to impose a three fourths of a percent (0.75%) tax on gross receipts of retailers from all sales at retail and use tax as permitted by N.D.C.C. Ch. 57-39.2, Ch. 57-39.5, Ch. 57-39.6, Ch. 57-40.2, and related chapters, to be dedicated as follows:

- a) Fire Department Facility Construction, Improvement, and Maintenance, including:
 - a. Fire Station #3, along with the initially needed equipment and vehicles to operate the station.
 - b. Fire Station #1 future needed maintenance and updates.
 - c. Fire Station #2 future needed maintenance and updates.
 - d. Land purchase for future Fire Station #4.

Such sales and use tax revenues may be pledged to the payment of financing loans and bonds issued for such purposes in anticipation of the collection and receipt of such sales and use tax, and if so pledged, the sales and use tax may not be repealed so long as any such financing loans, bonds, or bonds refunding the bonds are outstanding.

The sales and use tax shall replace the three fourths of a percent (0.75%) sales and use tax approved by voters on June 9, 2015, to finance Mandan Park District facilities. The park district sales tax is expected to end on or about June 30, 2028. The projects funded by this measure are part of the Fire Department's long-range 10-year strategic planning process. Based on current estimates, the total cost of these planned expenditures is not anticipated to exceed \$14 million.

The sales and use tax described above shall be for a period of twenty (20) years commencing July 1, 2028, or until any bonds issued to finance such purposes are paid.

Yes	
No	

INSTRUCTIONS TO VOTERS:

Voters desiring to vote to approve the measure as summarized above should mark a cross (X) in the space opposite the word Yes. Voters desiring to vote to reject the measure as summarized above should mark a cross (X) in the space opposite the word No.

All ballots, other than those used to vote absentee, must first be initialed by appropriate election officials in order to be counted.

Official Ballot
City of Mandan
_____, 2026

Initials _____



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider sufficiency/insufficiency of protest for Street Improvement District 242

STATEMENT/PURPOSE:

To the determination of sufficiency of protest for the Street Improvement District 242 project, near Roosevelt Elementary.

BACKGROUND/ALTERNATIVES:

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

After the February 3rd commission meeting, mailers were sent out with estimated assessments for the 2026 project. A 30-day protest period started when the resolution of necessity was posted in the Mandan News on February 6th and concluded on March 9th. **The results of the protest are summarized in the following table:**

*Total Sq. Ft.:	4,510,410.97	* all parcels within district except: City of Mandan, Mandan Parks, Mandan Schools, State of ND

	Sq. Ft.	Percentage
VALID:	2,038,178.40	45.19%
INVALID:	67,564.22	1.50%
WITHDRAWN:	283,842.18	6.29%

ATTACHMENTS:

1. 31032_TO11_Amendment1
2. Resolution Determining Insufficiency of Protest SID 242
3. Protest Map

FISCAL IMPACT:

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

STAFF IMPACT:

Staff will spend time working with Moore Engineering.

LEGAL REVIEW:

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

RECOMMENDATION:

To move forward with the project and determine insufficiency of protest for Street Improvement District 242 and enter into a contract with Moore Engineering to complete final design and bidding.

SUGGESTED MOTION:

I move to determine insufficiency of protest for Street Improvement District 242 and enter into a contract with Moore Engineering to complete final design and bidding.

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated September 5, 2023.

Amendment No. 1 To Task Order No. 11

1. Background Data:

- A. Effective Date of Task Order: January 6, 2026
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: Mandan 2026 Street and Utility Reconstruction – Area 2B (SID 242)

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:
 - 1. Moore will provide Final Design and Bidding Services for the Mandan 2026 Street and Utility Reconstruction project (SID 242). The design and bidding would take place in two phases. Phase 1 would address the critical water main in the fall of 2026. Phase 2 would address the remaining project area with a bid date in late 2026. There would be two separate plan sets, project manuals, and bids.
 - 2. Final Design Services. Engineer shall provide Final Design Services in accordance with Part A1.03 of the Agreement. Specifically, the following tasks are included:
 - a. Topographic survey. (Full topographic survey for alleys and roadways based on the attached map. No boundary survey included)
 - b. Project management, contract and budget administration (assume 18 weeks)
 - c. Progress meetings with Owner, property owners and other stakeholders.
 - 1) Assume 6 meetings with Owner
 - 2) Assume 2 meetings with other interested parties
 - 3) Assume 2 meetings with Roosevelt Elementary
 - d. Revise previously created special improvement district documents.
 - e. Street design, including ADA ramp rehabilitation and spot repairs for curb, gutter and sidewalk replacement
 - f. Lighting design is limited to areas of watermain replacement and full street reconstruction.
 - g. Sanitary sewer televising review and summary of recommendations. Televising to be provided by Owner.

- h. Storm sewer manhole evaluation for modifications to accommodate paving surface elevation
- i. Construction drawings are anticipated to include the following (assume 1 plan set for each phase):
 - 1) General notes, legend and scope of work
 - 2) Tables for upgrading storm and sanitary sewer manholes
 - 3) Details and typical sections
 - 4) Existing conditions and removals
 - 5) Plan view paving layouts
 - 6) Plan and profile for watermain replacement
 - 7) Lighting and permanent traffic control
 - 8) SWPPP, phasing and construction traffic control
 - 9) ADA design and details
- j. Prepare 60% drawings, technical specifications, special provisions and opinion of cost. Conduct internal QC review and revise prior to submitting to Owner. (assume 2)
- k. Facilitate 60% review meeting with Owner. (assume 2)
- l. After receiving Owner's feedback and approval to proceed, proceed with 90% design and construction documents preparation.
- m. Conduct site visits as needed. Assume 8 visits.
- n. Prepare project manual and bid form (assume 2 project manuals).
- o. Prepare 90% drawings, project manual and opinion of cost. Conduct internal QC review and revise prior to submitting to Owner. (assume 2 plan sets)
- p. Facilitate 90% review meeting with Owner. (assume 2)
- q. Prepare final bidding and contract documents. (assume 2)
- 3. Bidding or Negotiating Phase Services. Upon completion of the above and authorization by Owner to proceed, Engineer shall provide services in accordance with Part A1.04 of the Agreement.
 - a. Assume 2 bidding periods
- 4. Additional Services: Funding Assistance & Public Engagement.
 - a. Submit DWR funding application for construction cost-share.
 - b. Attendance at State Water Commission pre-commission and commission meetings.
 - c. After bid opening, assist Owner with post-bid public engagement. To include 1 meeting.
- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: Exhibit A Article A1.03.C is modified to include 2 prime contracts.
- C. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$835,000. Part 6.A of the Task Order is modified as follows:

Basic Services

Final Design Phase	<u>\$780,000</u>	<u>N/A</u>	<u>Hourly, Standard Rates</u>
Bidding & Negotiating Phase	<u>\$35,000</u>	<u>N/A</u>	<u>Hourly, Standard Rates</u>
Funding Assistance & Public Engagement	<u>\$100,000</u>	<u>\$80,000</u>	

E. The schedule for rendering services under this Task Order is modified as follows: Final design for phase 1 will occur between March 2026 and July 2026, anticipating a bid opening in mid-July. Final design for phase 2 will occur between March 2026 and November 2026, anticipating a December bid opening.

F. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A

G. Attachments:

1. Project Area 2B Map
2. Work Breakdown Structure (tasks and hours)

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$80,000
b.	Net change for prior amendments:	\$0
c.	This Amendment amount:	\$835,000
d.	Adjusted Task Order amount:	\$915,000

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 17, 2026.

OWNER: **City of Mandan**

ENGINEER: **Moore Engineering, Inc.**

Signed: _____

Signed:  _____

Name: James Froelich

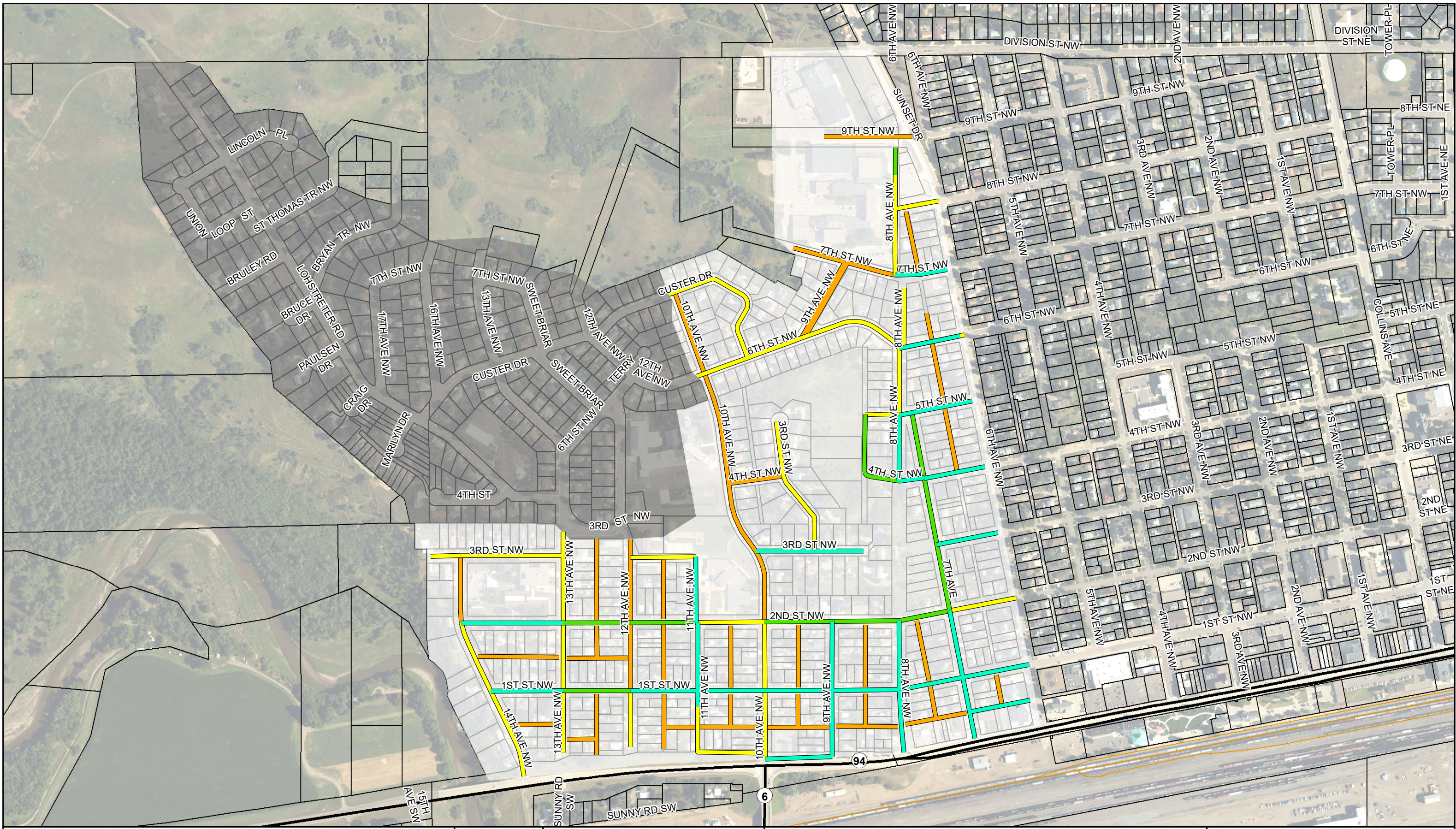
Name: Carl Jackson, PE

Title: Mayor

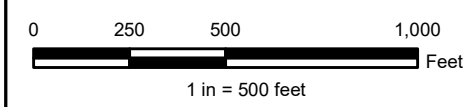
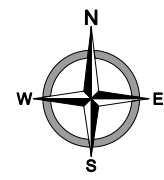
Title: Market Leader

Date
Signed: _____

Date
Signed: _____



STREET REHABILITATION PROJECT AREA 2B MANDAN, NORTH DAKOTA



Legend

- Watermain Reconstruct
- Roadway Reconstruct
- Chip Seal
- Mill & Overlay



Created By: KMV Date Created: 09/29/23 Date Saved: 12/08/23 Date Exported: 12/08/23
 Plotted By: kyle volk Parcel Date: 05/07/23 Aerial Image: 2022 County NAIP SIDS Elevation Data: N/A
 Horizontal Datum: NAD 1983 StatePlane North Dakota North FIPS 3301 Feet Vertical Datum: NAVD1988
 T:\Projects\23500\23590\23590_Overall_Project_Area_2B.mxd



Project Name: Mandan 2026 Reconstruct - Area 2B

Project Number: 31032

Client: City of Mandan

DATE: 3/10/2026

PHASE	PHASE DESCRIPTION	Defined Limits	Project Manager 6	Project Manager 3	Engineer 10	Engineer 7	Engineer 4	Engineer 3	Specialist 6	Specialist 4	Surveyor 3
320	Final Design										
320	320.001	Updates to Special Assessment Lists/Maps		16			16	16			
320	320.002	Topographic Survey (Pickup/One Call/Where Digging/Conflicts/Confirm critical tie-in points)		4			4	2			700
320	320.003	PM: Planning/Scoping/QC of Design Phase Amendment/Invoicing	24	144	144						
320	320.004	Weekly Project Management Mtgs (PM/Muni/PE)		36	36	36	36	36			
320	320.005	Design Mtgs with Owner (Includes Prep and Follow up)	6	6	6		12	12			
320	320.006	Separate Meetings with Interested Parties (Schools, businesses, other)		4			4				
320	320.007	Set Up Plan & Profiles Sheets			8	100	80	120			
320	320.008	Sanitary Sewer Televising Review and Recommendations		2	8		80	120			
320	320.009	Storm Structure/Cover/Lid Tables - Elevations/Types			4	8	8	8			
320	320.010	ADA Ramp & Sidewalk Spot Repair Design			24	40	40	60			
320	320.011	Street Design		12	40	80	80	160			
320	320.012	Prepare Typical Sections			2	8	4	8			
320	320.013	Removals, Phasing Plan, Closures		2	2	120	60	120			
320	320.014	SWPPP & Traffic Control			2	8	2	4			
320	320.015	Striping Plan for Crosswalks - School, Park Entrances			2	8	2	4			
320	320.016	Details			4	4	8	8			
320	320.017	Cover, General Notes, Legend		12	12	8	24	24			
320	320.018	Separate Meetings with School		4			4				
320	320.019	3rd/10th Intersection planning		20	20	20	40	40			
320	320.020	Striping Plan (School)			2		2	2			
320	320.021	Prepare 60% Design Phase Documents for Owner		8	20	60	40	60			
320	320.022	Revise 60% Design Phase Documents			4	8	8	4			
320	320.023	Establish Owner Requirements for Contracting, insurance		4			4				
320	320.024	Prepare final Drawings and Specifications		8	4	8	8	8			
320	320.025	Site Visits		16	16		32	64			
320	320.026	QMP Review (60%, 90%, Final)		24	24		16	16			
320	320.027	Assist Owner in assembling known reports or drawings of site conditions		2			4				
320	320.028	Prepare Project Manual		12	8		40	40			
320	320.029	Prepare Special Provisions to City's Tech Specs		4	4		8	8			
320	320.030	Prepare 90% Design Phase Documents For Owner		8	8	60	40	60			
320	320.031	Revisions to 90% Phase Documents			4	8	8	8			
320	320.032	Tabulate Final Quantities			2		8	8			
320	320.033	Revise Opinion of Cost		2	6		16	20			
320	320.034	Provide final bid tabulation forms for Contract Documents					4	2			



moore engineering, inc.				Project Manager 6	Project Manager 3	Engineer 10	Engineer 7	Engineer 4	Engineer 3	Specialist 6	Specialist 4	Surveyor 3
Project Name: Mandan 2026 Reconstruct - Area 2B												
Project Number: 31032												
Client: City of Mandan												
DATE: 3/10/2026												
PHASE		PHASE DESCRIPTION	Defined Limits									
320	320.035	Final Plan Assembly, Signing, PDFing, Reproduction	2 plan sets		8	4	8	16	16			
320	320.036	Provide Bid Alternates	Up to 3		3	3		6	9			
320	320.037											
320	320.038	Lighting Design Services (Prairie Engineering)			2			16	16			
320	320.039	Provide updates to project website as needed	Assume 2 updates		8						8	
				30	371	423	592	780	1083		8	700
330 Bidding & Negotiation												
330	330.001	Weekly Project Management Mtgs (PM/Muni/WR)	Assume 3 Total: 0.5 hrs each	3	4	4		4	4			
330	330.002	Mtgs with Owner, Review Contractor Requests	Assume: 4 conf. calls (PW/Engineering)		4	4		4				
330	330.003	Add for Bid, Coordinate Builders Exchange's/Publications	Assume 2 bid periods		4			4	4			
330	330.004	Upload Plans for Bidding, Quest CDN			2			2	2			
330	330.005	Answer Bidder questions, establish equals	21 days, assume 15 calls, 4 approved equals		20	20		20	20			
330	330.006	Prepare and issue addenda	Assume 3 addenda		3	6	6	6	6			
330	330.007	Attend Bid Opening, Review unit prices, prepare bid tab, recommend award	Virtual bid opening		2			2	2			
330	330.008	Provide information needed by Owner during reviews or negotiations			2			2	2			
330	330.009	Consult Owner on contractor qualification	Assume single GC		2			2	2			
330	330.010	Consult Owner on subcontractor, supplier, and others qualifications			2			2	2			
330	330.011	Assembly of contracts, review contractor documents, issue Notice of Awards	Assume single GC		2			3	3			
				3	47							
605 Funding Assistance												
		DWR Construction App	Application and meeting attendance (2 mtgs)		15			10	10	12	15	
		Post-bid public engagement	Assume 1 meeting		10	4		4	4			
					25					12	15	
				33	443	423	592	780	1,083	12	23	700

**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR
STREET IMPROVEMENT DISTRICT NO. 242**

Whereas, the governing body of the City of Mandan, North Dakota (the "City") adopted a Resolution of Necessity Declaring the Necessity of a Special Assessment District for Street Improvement District No. 242, on February 3rd, 2026 (the "Resolution"); and

Whereas the Resolution was published in the City's official newspaper on February 6, 2026, and February 13, 2026; and

Whereas, more than thirty days have passed since the February 6th, 2026, publication; and

BE IT HEREWITH RESOLVED AND DETERMINED by the governing body of the City as follows:

1. That written protests filed with the City Administrator, within 30 days after February 6th, 2026 publications, did not represent a majority of the area of the property included within Street Improvement District No. 242.
2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 17th day of March 2026

City of Mandan, North Dakota

James Froelich, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator

Legend

Valid Protests



Invalid Protests



Withdrawn Protests



SID 242 Boundary



SID 242 Parcels





City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: March 11, 2026
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT: Ordinance No.1484 Floodplain Management

STATEMENT/PURPOSE:

Ordinance No. 1484 Floodplain Management

BACKGROUND/ALTERNATIVES:

In 2025, the Legislature passed SB 2027. This changes regulatory information for local National Flood Insurance Program communities. The City of Mandan is currently a NFIP community and is required to update its current floodplain district ordinance. Attached is a draft of the updated Ordinance that is required by FEMA, and the State NFIP, in order to continue as a NFIP community. Part of this includes help if and when disaster strikes and we need assistance from the NFIP.

ATTACHMENTS:

1. Ordinance 1484 - Floodplain Ordinance

FISCAL IMPACT:

N/A

STAFF IMPACT:

Floodplain Administrator impacted.

LEGAL REVIEW:

Reviewed by Legal.

RECOMMENDATION:

I move to approve the second and final consideration of Ordinance #1484 as presented.

City Commission

Agenda Documentation

March 17, 2026

Subject: Second consideration of Ordinance No.1484 Floodplain Ordinance 105-4-4 of the Mandan Code of Ordinances

Page 2 of 2

SUGGESTED MOTION:

I move to approve the second and final consideration of Ordinance #1484 as presented.

ORDINANCE NO. 1484

An Ordinance to Amend and Re-enact Section 105-4-4 of the Mandan Code of Ordinances Relating to Floodplain Management

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

Section 105-4-4. – Floodplain Management.

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-05, 11-11, and 58-06, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of City Commissioners of the City of Mandan does ordain as follows:

1.2 FINDINGS OF FACT

- (1) The flood hazard areas of the City of Mandan are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in special flood hazard areas;
- (6) To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;
- (7) To ensure that potential buyers are notified that property is in a special flood hazard area;
- (8) To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and

- (5) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Appeal” means a request for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance or a request for a variance.

“Base flood or 100-year flood” means the flood having a one percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation” (BFE) means the height of the base flood or 100-year flood usually in feet, measured in the same datum (either NAVD88 or NGVD29) as the FIRM.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Best Available Information” (BAI) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

“Community” means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

“Conveyance or hydraulic conveyance” means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations located within the special flood hazard area.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Flood Insurance Rate Map” (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

“Flood Insurance Study” (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or from the unusual and rapid accumulation or runoff of surface waters from any source.

“Floodproofing” (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

“Floodway or regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Lowest floor” means the lowest floor of a structure including the basement.

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle” but does include “mobile home.”

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“New construction” means structures for which the “start of construction” commenced on or after the effective date of this ordinance.

“New Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities,

the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

“Person” means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

“Reasonably safe from flooding” means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

“Recreational vehicle” means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck;
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to;
- (e) travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

“Special Flood Hazard Area” (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

“Structure” means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- 1) Before the improvement or repair is started; or
- 2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- 1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
- 2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“Watercourse” means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in N.D.C.C. § 61-01-06 is not applicable in this ordinance.

“Variance” means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

”Violation” means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community’s floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of the City of Mandan.

3.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for the City of Mandan, dated April 19, 2005,” with an accompanying Flood Insurance Rate Map is hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study is on file at 205 2nd Avenue Northwest, Mandan, North Dakota.

3.3 COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

3.4 GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Mandan, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 3.2. Application for a development permit shall be made on forms furnished by the City of Mandan Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- (1) Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;
- (2) Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure has been floodproofed;
- (3) Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2-2; and,
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator for the City of Mandan is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

4.3-1 Permit Review

- (1) Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- (2) Approve or deny all applications for development permits required by adoption of this ordinance.
- (3) Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
- (4) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 5.4 are met.

4.3-2 Use of Other Base Flood Data

When base flood elevation data has not been provided in accordance with Section 3.2, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available information) from any other federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 5.2, SPECIFIC STANDARDS.

4.3-3 Information to be Obtained and Maintained

- (1) Obtain and record the actual elevation (in the same datum (either NAVD88 or NGVD29) as the FIRM), of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- (2) For all new or substantially improved floodproofed structures:
 - (i) obtain and record the actual elevation (in the same datum (either NAVD88 or NGVD29) as the FIRM), to which the structure has been floodproofed;
 - (ii) maintain the floodproofing certifications required in Section 4.1(3).
- (3) Maintain for public inspection all records pertaining to the provisions of this ordinance.

4.3-4 Alteration of Watercourses

The responsible person shall:

- (1) Notify nearby communities, water resource districts, and the North Dakota Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
- (3) Notify the appropriate water resource district prior to removal or placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

4.3-5 Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

Make interpretation where needed as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 4.4.

4.3-6 Encroachment Analysis

When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

4.4 VARIANCE PROCEDURE

4.4-1 Appeal Board

- (1) The Board of Appeals as established by the City of Mandan shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- (2) The Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Those aggrieved by the decision of the Board of Appeals, or any taxpayer, may appeal such decision to the District Court, as provided in N.D.C.C. §§ 40-47-11, 11-33-12, or 58-03-14.
- (4) In passing upon such applications, the Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:
 - (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;
 - (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

- (xi) the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (5) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre to less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (i-xi) in Section 4.4-1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (6) Upon consideration of the factors of Section 4.4-1(4) and the purposes of this ordinance, the Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) The Floodplain Administrator shall maintain the records of all appeal actions and to report any variances to the Federal Emergency Management Agency upon request.

4.4-2 Conditions for Variances

- (1) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- (2) Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.
- (3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (4) Variances shall only be issued upon:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 4.4-1(4), or conflict with existing local laws or ordinances.

- (5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 GENERAL STANDARDS

In all special flood hazard areas, the following standards are required:

5.1-1 Anchoring

- (1) All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) All manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

5.1-2 Construction Materials and Methods

- (1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (2) All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- (3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.1-3 Utilities

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,

- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

5.1-4 Subdivision Proposals

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is less).

5.2 SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 3.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS or Section 4.3-2, Use of Other Base Flood Data, the following provisions are required:

5.2-1 Residential Construction

- (1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation.

5.2-2 Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above the base flood elevation or, together with attendant utility and sanitary facilities shall:

- (1) Be floodproofed to at least two feet above the base flood elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

- (3) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 4.3-3(2).

5.2-3 Manufactured Homes

- (1) Require all manufactured homes placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (2) Require all manufactured homes placed or substantially improved within Zones A 1-30, AH, or AE on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on a permanent foundation so the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (3) Require that manufacture homes placed or substantially improved on sites in an existing manufacture home park or subdivision within Zones A 1-30, AH, or AE not subject to other requirements of this section be elevated so that either:
 - (i) the lowest floor of the manufacture home is one foot above the base flood elevation, or
 - (ii) the manufacture home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36” in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

5.2-4 Recreational Vehicles

In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must:

- (i) be elevated and anchored to meet the requirements in 5.2-3; OR
- (ii) be on the site for less than 180 consecutive days; AND
- (iii) be fully licensed and highway ready

5.3 RESERVED

5.4 FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- (1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as is used in this section, means any modeled impact greater than 0.00 feet.
- (2) If Section 5.4 (1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction requirements of this ordinance.
- (3) Under the provisions of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

5.5 ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

SECTION 6.0
VIOLATIONS

6.1 PENALTIES FOR VIOLATIONS

- (1) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be punished by a fine not exceeding \$500 or by imprisonment not to exceed 30 days or by both such fine and imprisonment for each such offense, and in addition shall pay costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

- (2) Nothing herein contained shall prevent the Mandan City Commission from taking such other lawful action as is necessary to prevent or remedy any violation.

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

Attest:

James Neubauer, City Administrator

First Consideration: March 3, 2026
Second Consideration and Final Passage: March 17, 2026
Publication: _____



City Commission

Agenda Documentation

MEETING DATE: March 17, 2026
PREPARATION DATE: February 27, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Adjustment to Police Extra-Duty Billing Rate

STATEMENT/PURPOSE:

To update the billing rate for police extra-duty services from \$55 per hour to \$75 per hour.

BACKGROUND/ALTERNATIVES:

Extra-duty services occur when any organization or person requests police assistance for security, traffic control, or other law enforcement-related duties. The current rate no longer reflects the cost of providing officer wages, benefits, and the operational costs associated with vehicles and equipment.

The adjustment in the billing rate from \$55 per hour to \$75 per hour more accurately reflects the cost to cover our expenses.

ATTACHMENTS:

1. 2026 Police Fee's updated

FISCAL IMPACT:

Increasing the extra-duty billing rate from \$55 to \$75 per hour will help offset the City's costs for officer wages, benefits, vehicles, and equipment when providing police services when requested.

STAFF IMPACT:

None

LEGAL REVIEW:

None

City Commission

Agenda Documentation

March 17, 2026

Subject: Consider a resolution to adjust the rate at which extra-duty police is billed

Page 2 of 2

RECOMMENDATION:

I recommend that the City Commission approve increasing the police extra-duty billing rate from \$55 per hour to \$75 per hour to offset the City's costs for providing Extra-Duty Police services.

SUGGESTED MOTION:

I move to approve increasing the police extra-duty billing rate from \$55 per hour to \$75 per hour for extra-duty services when requested by any organization or person.

City of Mandan

Police Fees 2026

Name of Account	2025 Fees	New 2026 Fees
Insurance Reports Accident Reports (TRACS)	\$7.00	\$7.00 per report requested \$5.00 for photo CD + postage if required
Other Reports	\$0.25 per page 1 st hr. free \$25 per hour after.	\$0.25 per page + postage 1 st hour free after \$25.00 per hr. \$25.00 Redacting the records
Metro Taxi License	\$20.00 (New) \$10.00 (Renewal)	\$5.00 for photo CD \$15.00 Onetime Application Fee \$45.00 (New) \$30.00 (Renewal)
Fingerprinting	\$10.00	\$10.00 (1-2 Cards) \$15.00 (3 or more Cards)
Alarm Services	Alarm Site Connected by auto dialer \$15.00 yearly Additional Charges False Alarms 1-3 alarms \$0.00 4-6 alarms \$150.00 7-9 alarms \$300.00 +10 alarms \$500.00	Alarm Site Connected by auto dialer \$15.00 yearly Additional Charges False Alarms 1-3 alarms \$0.00 4-6 alarms \$150.00 7-9 alarms \$300.00 +10 alarms \$500.00
Animal Impounding	Not wearing tag or no license \$35.00 If licensed and wearing tag \$15.00 Boarding per day \$20.00	Not wearing tag or no license \$35.00 If licensed and wearing tag \$15.00 Boarding per day \$20.00
Raffle Permits	\$25.00 Per Event	\$25.00 Per Event
Parking Lot Rent	\$30.00 per month	\$30.00 per month
Animal License	1 year \$6.00 2 years \$10.00 3 years \$15.00	1 year \$6.00 per pet 2 years \$10.00 per pet 3 years \$15.00 per pet Replacement \$3.00 per tag
Special Event Permit Fee	\$10.00 per Day	App Fee\$25.00 Late Fee..... \$50.00 1 Day \$30.00 2 Days.....\$60.00 3 Days.....\$90.00 4-14 Days ... \$150.00 Sunday \$45.00

Contracting Police (Per Officer	\$55.00 per hour	\$75.00 per hour
--	-----------------------------	-------------------------

"YES" Shoplifting Program YSD Program	\$40.00 per person	\$45.00 per person
MIC/MIP YSD Program	\$35.00 per person	\$40.00 per person
Drug & Alcohol Testing Fee	\$10.00 per person	\$10.00 per person

All the above fees would be aligned with the City of Bismarck's Fees