



**AGENDA
CITY COMMISSION
APRIL 7, 2026
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Child Abuse Prevention Month Proclamation
2. Wear Blue Day Proclamation
3. National Public Safety Telecommunications Week (April 12-18, 2026)
Proclamation
4. Quarterly Employee Anniversary Recognition
5. Spring Clean-Up Week, April 20-25
6. Community Clean Up Month is May
7. Notice of Fire Department Sales Tax Initiative Public Information Meeting
8. Launch of 2026 Neighborhood Revitalization Initiative with Gate City Bank and
Capital Credit Union
9. *Celebrate 250 Announcements*

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the March 17, 2026 Board of City Commission Meeting Minutes
2. Consider approval of the March 30, 2026 Board of City Commission Special Meeting Minutes

G. PUBLIC HEARING

1. Consider sufficiency/insufficiency of protest for Street Improvement District 243 (Mandan Proper Phase I) ***Documentation forthcoming***

H. BIDS

1. Consider bids for Street Improvement District 241 (near Red Trail Elementary)

I. CONSENT AGENDA

1. Consider Abatements
 - a. Consider 2024 & 2025 Veterans Credit Abatements for Steven Stone
 - b. Consider 2024 & 2025 Veterans Credit Abatements for Gabriel Flores
2. Consider approving a raffle permit for The Bee-lievers Inc.
3. Consider approval of the following Gaming Site Authorizations:
 - a. Mandan Hockey Club at Black Lions from July 1, 2026 to June 30, 2027
 - b. Mandan Hockey Club at Central Station LLC from July 1, 2026 to June 30, 2027
 - c. Mandan Hockey Club at Vicky's Sports Bar from July 1, 2026 to June 30, 2027
 - d. *Mandan Hockey Club at Old 10 Bar & Grill from July 1, 2026 to June 30, 2027*
 - e. *Prairie Public Broadcasting, Inc at Strawberry Bar & Grill from July 1, 2026 to June 30, 2027*
4. Consider approval of the Memorandum of Understanding (MOU) with Mandan Public Schools
5. Consider approval of the Criminal Justice Information Services (CJIS) Information Exchange Agreement

6. Consider change orders for the Memorial Highway Project
7. Consider amendment four to the Memorial Highway cost-share agreement with the State Water Commission
8. Consider Cost Participation and Maintenance Agreement for the ND 810 Microsurfacing Project
9. Budget Transfer – Street Light Utility to Forestry Division
10. Consider State Water Commission application for a Raw Water Intake study
11. Consider Budget Transfer from Planning Dept to Administration

J. OLD BUSINESS

K. NEW BUSINESS

1. ~~Consider a request for a special use permit for shop condos for Lot 1, Block 1, Seibel Subdivision~~
2. Growth Fund recommendation on additional business assistance for Memorial Highway during construction
3. Consider amendment to engineering service agreement with HDR for construction oversight of Memorial Highway
4. Consider entering into an Engineering Service Agreement with KLJ for construction oversight on Street improvement District 236, 1st Street Improvements
5. Consider Water Treatment Plan Phase III Optimization Change Order
6. Consider Raw Water Intake Project Change Order
7. *Consider a recommendation from the Mandan Visitors Committee*

L. RESOLUTIONS AND ORDINANCES

1. Consider resolution of sufficiency/insufficiency for Street Improvement District 243 (Mandan Proper Phase I) ***Documentation Forthcoming***

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, April 21, 2026 at 5:30 p.m.
 - Tuesday, May 5, 2026 at 5:30 p.m.
 - Tuesday, May 19, 2026 at 5:30 p.m.

O. ADJOURN



PROCLAMATION

Child Abuse Prevention Month

April 7, 2026

- WHEREAS children are vital to our city's future success, prosperity and quality of life as well as being our most vulnerable assets
- WHEREAS all children deserve to have safe, stable, nurturing homes and communities they need to foster their healthy growth and development;
- WHEREAS child abuse and neglect is a community responsibility affecting both the current and future quality of life in a community;
- WHEREAS communities that provide parents with social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;
- WHEREAS effective child abuse prevention strategies succeed because of partnerships created among citizens human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;
- THEREFORE, I do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and business to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

James Froelich,
President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator



PROCLAMATION

Wear Blue Day

April 7, 2026

WHEREAS Families Flourish ND (PCAND) was founded in 1978 and is dedicated to strengthening families and preventing child abuse and neglect, particularly in North Dakota. FFND is a 501(c)3 and a chapter of Prevent Child abuse America; and

WHEREAS Wear Blue Day (April 10, 2026) is a nation-wide event to create awareness all over the country. Citizens have worn blue as a symbol of the need to prevent child abuse and neglect. Blue is a nationally recognized color for child abuse prevention; and

WHEREAS Families Flourish ND's goal is to reduce child abuse and neglect to 0% by cocreating safe and nurturing environments for children; and

WHEREAS Engaging in Wear Blue Day raises public awareness and prevention advocacy for children across the nation

THEREFORE, BE IT RESOLVED that I Jim Froelich Mayor of the City of Mandan, do hereby proclaim April 10, 2026 as Wear blue Day in the City of Mandan and encourage citizens to participate in Wear Blue Day to create an awareness of child abuse and neglect in North Dakota.

James Froelich,
President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator



PROCLAMATION

National Public Safety Telecommunications Week

April 7, 2026

- WHEREAS, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and
- WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property; and
- WHEREAS, the safety of our law enforcement officers, firefighters, and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who call the Central Dakota Communications Center; and
- WHEREAS, Public Safety Communications Specialists are the first, first responders, delivering essential pre-arrival instructions, and providing the most critical link that our citizens have with emergency services; and
- WHEREAS, Public Safety Communications Specialists are the single vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and
- WHEREAS, Public Safety Communications Specialists of the Central Dakota Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and
- WHEREAS, each Communications Specialist has exhibited compassion, understanding and professionalism during the performance of their duties in the past year;
- WHEREAS, the Central Dakota Communications Center Board of Directors has declared April 12th – 18th, 2026 as National Public Safety Telecommunications to honor the men and women of the Central Dakota Communications Center who dedicate themselves to helping keep our communities and our citizens safe;
- THEREFORE, Be it Resolved that the Board of City Commissioners for the City of Mandan joins the Central Dakota Communications Center Board of Directors and declares April 12th – 18th, 2026 as National Public Safety Telecommunications Week in the City of Mandan.

Signed this _____ day of April, 2026.

James Froelich,
President, Board of City Commissioners

Attest:

James Neubauer, City Administrator



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 17, 2026
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Quarterly Employee Anniversary Recognition

STATEMENT/PURPOSE:

To recognize work anniversaries of quarter one.

BACKGROUND/ALTERNATIVES:

Employees who have completed three, five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, or fifty years of employment with the City will be recognized and receive a service award each quarter.

3 years:

Matteo DiDonna – Police Officer
Justus Sayler – Police Officer
Tasha Scott – Administrative Assistant
Madison Cermak - Business Development Director & Comm. Director

5 years:

Jonathan Fleischer – Senior Real Property Appraiser
Jared Attanasio – Police Officer
Daniel Carpenter – Police Officer

10 Years:

Jason Ziegler - Chief of Police
Coleton Schmidt - Water Treatment Plant Operator III

25 years:

Brendan Jochim – Part time Firefighter

The City of Mandan would like to congratulate the following employees for their years of service. These employees will also be receiving an email on Wednesday to redeem

their service award gift.

ATTACHMENTS:

None

FISCAL IMPACT:

Four employees were awarded three years of service recognition gift not to exceed twenty-five dollars.

Three employees were awarded five years of service recognition gift not to exceed a value fifty dollars.

Two Employees were awarded ten years of service recognition gift not to exceed a value of one hundred dollars.

One employee was awarded twenty five years of service recognition gift not to exceed a value of two hundred and fifty dollars.

The total fiscal impact of the second quarter will be \$700.00

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

Recognition only. No action required.

SUGGESTED MOTION:

Recognition only. No action required.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 1, 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:

Spring Clean-Up Week is April 20-25

BACKGROUND/ALTERNATIVES:

The Public Works Department annually sets aside a week for special waste collection and free dumping at the landfill for all city residents. This year, Spring Clean-Up Week is April 18-25. The City landfill will be open on Saturday, April 18 and Monday, April 20 through Saturday, April 25 from 8 a.m. to 4:45 p.m.

Residents may place bulky items on the boulevard curb by 5 a.m. on your normally scheduled garbage days, but not more than 24 hours in advance of collection. Only items placed in front of resident houses on the boulevard will be picked up by crews.

Keep items separate from household garbage. Spring Clean-Up items must be kept separate from household garbage and items you do not want picked up. Mark old items such as garbage cans, crates or boxes that you want to get rid of to ensure these items will be collected.

Appliances. Crews will pick up items placed on the boulevard that two people can lift, such as furniture and appliances. Appliances must be free of food and debris.

Mobile home parks & apartments. Clean-Up crews will not be entering private streets or property, including apartment complexes. Residents in mobile home parks need to contact the park manager for Spring Clean-Up details. Apartment complex residents must place items along the curb on City maintained streets. Items should be placed away from dumpsters, garbage and recycling totes.

For a list of items not eligible and more information visit cityofmandan.com/cleanup or

call Public Works at 701-667-3240

ATTACHMENTS:

None

FISCAL IMPACT:

n/a

STAFF IMPACT:

Spring Clean-Up Week requires an "all hands on deck" approach for the Public Works Department.

LEGAL REVIEW:

n/a

RECOMMENDATION:

n/a

SUGGESTED MOTION:

n/a - presentation only



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 1, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Kari Schmidt
PRESENTER: Kari Schmidt, Communications Specialist
SUBJECT: Community Clean-Up Month Announcement

STATEMENT/PURPOSE:

Community Clean-Up Month is in May. Volunteers are being asked to register now.

BACKGROUND/ALTERNATIVES:

Businesses, civic organizations, and youth groups are invited to take part in our community-wide litter clean-up throughout the month of May. The City of Mandan, in partnership with Keep North Dakota Clean, will provide supplies, route guidance and more. Volunteers who participate in May will also have a chance to win prizes!

Now in its 13th year, this initiative focuses on cleaning up ditches along major routes in Mandan.

Additional details:

- There are 17 designated routes for this volunteer effort.
- Routes are best suited for groups of 8-10 people, but individuals are welcome to sign up. City staff will assist in connecting solo volunteers with a group.
- Returning volunteers are encouraged to reuse their previous bright yellow or orange volunteer shirts when cleaning their route. New volunteers should submit shirt sizes when registering. Shirts will be provided as available.
- Group leaders will be asked to pick up supplies in late April.
- View available routes and sign up at cityofmandan.com/littercleanup

ATTACHMENTS:

None

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal. Community Clean-Up Month requires some work from the Communications Specialist, Administrative Assistant and Grounds Maintenance/Cemetery crew.

LEGAL REVIEW:

n/a

RECOMMENDATION:

n/a

SUGGESTED MOTION:

n/a - presentation only

Public Information Meeting

April 13th, 6:00 pm

Red Trail Elementary School
4801 37th Avenue NW Mandan



The Mandan City Commission met in regular session at 5:30 PM on March 17, 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, Finance Director Welch, Assistant Finance Director Schulz, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Contracted Planner Laqua, Communications Specialist Schmidt, CIS Manager Mischel, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

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

2. *Spring Clean-Up Week (April 20–25, 2026).* Public Works Director O'Keefe presented. City Administrator Neubauer announced the PlayLab Open House at the Morton Mandan Public Library on March 31, 2026 at 11:15-1:15 p.m.

D. PUBLIC COMMENT There were no public comments received prior to the start of 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 March 3, 2026 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

1. *Consider a request for a preliminary plat to be named Eighteen Eighty Four Addition.* 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. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to recommend approval of the 1884 Addition Preliminary Plat, contingent on an updated master plan. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider sufficiency/insufficiency of protest for Street Improvement District 242.* City Engineer Wigness presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

H. BIDS

1. *Consider concurrence of bid award for the Downtown Phase I Improvement Project, Street Improvement District 236.* City Engineer Wigness presented. Commissioner Braun moved and Commissioner Heinsohn seconded to concur with the bid award to SiteWorx Excavation, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. CONSENT AGENDA Commissioner Heinsohn moved and Commissioner Braun seconded to approve items 1, 2, 4, 5, and 6, including all subitems. Roll Call vote: Aye 5, Nay 0. The motion passed.

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.* Public Works Director O'Keefe presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the reallocation of the 2026 budgeted funds from the roller purchase to the purchase of a Maztek machine and associated tools. Roll Call vote: Aye 5, Nay 0. The motion passed.

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 2026-05.*

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.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to amend the engineering services agreement with Apex Engineering, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Consider a resolution to submit proposed sales and use tax to June 2026 ballot.* Fire Chief Bitz presented. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the attached resolution and ballot language as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider a resolution determining sufficiency/insufficiency of protest for Street Improvement District 242.* City Engineer Wigness presented. Commissioner Braun moved and Commissioner Sjoberg seconded to determine insufficiency of protest for Street Improvement District 242 and enter into a contract with Moore Engineering to complete final design and bidding. Roll Call vote: Aye 5, Nay 0. The

motion passed.

3. *Second consideration of Ordinance No.1484 Floodplain Ordinance 105-4-4 of the Mandan Code of Ordinances.* City Building Official Singer presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve the second and final consideration of Ordinance #1484 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider a resolution to adjust the rate at which extra-duty police is billed.* Police Chief Ziegler presented. Commissioner Heinsohn moved and Commissioner Sjoberg seconded 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. Roll Call vote: Aye 5, Nay 0. The motion passed.

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 There being no other business to come before the Board, the meeting was adjourned at 7:00 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in regular session at 4:30 PM on March 30, 2026 in the Dykshoorn Conference 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, Fire Chief Bitz, Battalion Chief Weltikol, and Communications Specialist Schmidt.

B. THE PLEDGE OF ALLEGIANCE

C. NEW BUSINESS

1. *Discussion of sales tax ballot language.* Fire Chief Bitz presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the amended ballot language as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

D. FUTURE MEETING DATES

1.

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

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E. ADJOURN There being no other business to come before the Board, the meeting adjourned at 4:37 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider sufficiency/insufficiency of protest for Street Improvement District 243

STATEMENT/PURPOSE:

To hold a public hearing related to the determination of sufficiency of protest for the Street Improvement District 243 project

BACKGROUND/ALTERNATIVES:

On March 3rd, resolutions were passed to create Street Improvement District 243. The subsequent 30 day protest period followed, officially concluding on April 6th. During the protest period, an additional public meeting was held to relay project information, seek input, and answer resident questions.

After the 30 day protest period, there was a total of X% of the land area that protested the project.

ATTACHMENTS:

None

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

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

RECOMMENDATION:

City Commission

Agenda Documentation

April 7, 2026

Subject: Consider sufficiency/insufficiency of protest for Street Improvement District 243
(Mandan Proper Phase I) ***Documentation forthcoming***

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

SUGGESTED MOTION:

N/A (move to Resolutions and Ordinance #1 open public hearing closure)



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Review bids and consider task order for construction oversight.

STATEMENT/PURPOSE:

To review construction bids and consider task order 9 amendment 2 for construction oversight for Street Improvement District(SID) 241(project 3A), near Red Trail Elementary School.

BACKGROUND/ALTERNATIVES:

On March 27th, 2 bids were received and opened for SID 241. The low bid for the project was submitted by Strata Corporation. The bids were reviewed by Mandan and Moore Engineering Staff. The low bid was approximately 4% less than the engineer's pre-bid cost estimate.

Contractor	Total Bid	Compared to Engineer's Estimate
Strata Corporation	\$3,579,463.51	-3.76%
Northern Improvement	\$5,192,610.90	+39.6%

Moore Engineering has submitted a task order amendment to provide full-time inspection, construction contract administration, staking, and post-construction engineering services for the project.

ATTACHMENTS:

1. Bid Tabulation
2. Estimated Costs
3. Recommendation of Award
4. Amendment 2 - Task Order 9

FISCAL IMPACT:

The low bid was \$3,579,463.51.

The engineering task order is for \$260,000.

The total engineer's statement of cost, including contingencies, engineering, legal, bonding, and other costs associated with the project is \$4,401,000.00. The City has approved the use of Municipal Infrastructure Fund (MIF) to pay down reconstruction items by 20%

STAFF IMPACT:

Staff will spend time coordinating with Moore Engineering.

LEGAL REVIEW:

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

RECOMMENDATION:

To award the construction contract to Strata Corporation and approve task order 9 amendment 2 with Moore Engineering to provide construction engineering services.

SUGGESTED MOTION:

I move to award the construction contract to Strata Corporation and approve task order 9 amendment 2 with Moore Engineering to provide construction engineering services for Street Improvement District 241.

**BID TABULATION****Mandan Street Improvement Area 3A****2026 Street Rehabilitation Project****Mandan, North Dakota****Project No. 30711****Bid Date: March 27, 2026**

Strata Corporation

1600 N 48th Street

Grand Forks, ND 58203

Northern Improvement Company

PO Box 1254

Bismarck, ND 58502

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Base Bid, Part A - Street Rehabilitation								
1.	12000	Mobilization	LSUM	1	\$210,700.00	\$210,700.00	\$384,099.00	\$384,099.00
2.	312500	Storm Water Management	L SUM	1	\$6,831.51	\$6,831.51	\$11,000.00	\$11,000.00
3.	15000	Traffic Control	L SUM	1	\$22,078.38	\$22,078.38	\$45,657.00	\$45,657.00
4.	312500	Fiber Rolls	LF	200	\$4.00	\$800.00	\$4.40	\$880.00
5.	312500	Inlet Protection	EA	60	\$201.35	\$12,081.00	\$330.00	\$19,800.00
6.	24200	Removal of Curb and Gutter	LF	1,800	\$17.68	\$31,824.00	\$7.40	\$13,320.00
7.	24200	Removal of Concrete Pavement	SY	1,400	\$11.36	\$15,904.00	\$44.30	\$62,020.00
8.	312300	Common Excavation - Subcut (P)	CY	2,745	\$21.98	\$60,335.10	\$67.60	\$185,562.00
9.	321123	Full Depth Reclamation	SY	28,250	\$1.53	\$43,222.50	\$7.10	\$200,575.00
10.	312300	Subgrade Preparation -Type A-12In	SY	30,250	\$2.85	\$86,212.50	\$8.60	\$260,150.00
11.	1207-4.1	Geogrid Reinforcement	SY	30,250	\$7.38	\$223,245.00	\$9.10	\$275,275.00
12.	321123	Remove & Relay Blended Base Course	SY	30,250	\$12.40	\$375,100.00	\$18.70	\$565,675.00
13.	321123	Aggregate Base Course - CI 5	TON	3,250	\$36.92	\$119,990.00	\$61.80	\$200,850.00
14.	321123	Aggregate Surface Course - CI 13	TON	130	\$56.63	\$7,361.90	\$88.10	\$11,453.00
15.	321216	Superpave FAA 42/43	TON	6,675	\$129.49	\$864,345.75	\$150.00	\$1,001,250.00
16.	321216	Asphalt Patching	SY	2,500	\$79.56	\$198,900.00	\$154.70	\$386,750.00
17.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	53,200	\$0.85	\$45,220.00	\$0.80	\$42,560.00
18.	405-8.6	Routed/Sawn Cracks	LF	13,300	\$2.26	\$30,058.00	\$1.50	\$19,950.00
19.	320117.61	Mastic Crack Repair	LB	16,720	\$2.99	\$49,992.80	\$2.90	\$48,488.00
20.	321236	Fog Seal	SY	102,600	\$0.40	\$41,040.00	\$0.40	\$41,040.00
21.	321236	Seal Coat	SY	30,250	\$2.31	\$69,877.50	\$2.80	\$84,700.00
22.	321313	Valley Gutter	SY	535	\$123.73	\$66,195.55	\$121.20	\$64,842.00
23.	603-5.3	Standard Curb and Gutter	LF	2,500	\$57.53	\$143,825.00	\$47.40	\$118,500.00
24.	603-5.6	Header Curb	LF	445	\$57.46	\$25,569.70	\$47.40	\$21,093.00
25.	601-4.1	Four-Inch Concrete	SY	1,700	\$132.21	\$224,757.00	\$100.60	\$171,020.00
26.	601-4.5	Detectable Warning Panels	SF	536	\$19.46	\$10,430.56	\$39.60	\$21,225.60
27.	1210-4.21	Preformed Patterned Pavement Marking Film - 6" Line	LF	1,010	\$8.34	\$8,423.40	\$14.30	\$14,443.00
28.	1210-4.22	Preformed Patterned Pavement Marking Film - 24" Line	LF	455	\$44.38	\$20,192.90	\$55.00	\$25,025.00
29.	1210-4.24	Preformed Patterned Pavement Marking Film - Message	SF	16	\$83.16	\$1,330.56	\$55.00	\$880.00
30.	1206-4.2	Furnish & Adjust Manhole Casting - Asphalt Pavement	EA	106	\$1,676.97	\$177,758.82	\$3,317.00	\$351,602.00
31.	1206-4.20	Adjust Cleanout-Asphalt Pavement	EA	4	\$498.13	\$1,992.52	\$2,826.00	\$11,304.00
32.	1206-4.11	Adjust Valve Box-Asphalt Pavement	EA	2	\$497.41	\$994.82	\$2,497.00	\$4,994.00
33.	1201-4.1	Topsoiling	CY	525	\$50.00	\$26,250.00	\$55.00	\$28,875.00
34.	1204-4.1	Mulching	SY	4,800	\$0.90	\$4,320.00	\$1.00	\$4,800.00
35.	1202-4.1	Seeding Class II	SY	4,800	\$1.10	\$5,280.00	\$1.20	\$5,760.00
36.	201-3.8	Tree Pruning	EA	45	\$100.00	\$4,500.00	\$130.00	\$5,850.00
37.	201-3.2	Tree Removal	EA	4	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
38.	201-3.4	Replace Tree	EA	3	\$1,200.00	\$3,600.00	\$1,320.00	\$3,960.00
39.	601-4.6	Sidewalk Trench Drain - 30In	LF	16	\$241.69	\$3,867.04	\$220.00	\$3,520.00
40.	1212-4	Road Closed, Barricade	EA	1	\$800.00	\$800.00	\$880.00	\$880.00
41.	1212-4.1	Relocate Sign Support and Sign	EA	1	\$300.00	\$300.00	\$330.00	\$330.00
42.	1212-4	Galvanized Std. Posts - Telescoping Perf Tube	LF	36	\$15.00	\$540.00	\$16.50	\$594.00
43.	1212-4	Flat Sheet for Signs	SF	44.2	\$25.00	\$1,105.00	\$27.50	\$1,215.50
Testing Allowance								
1.	12000	Testing Allowance [\$10,000]	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Base Bid, Part B - 4600 37th Ave NW, Storm Water Ditch Rehabilitation								
B1	802-4.1	24" Storm Sewer - RCP	LF	150	\$225.00	\$33,750.00	\$220.00	\$33,000.00
B2	201-3.1	Clearing and Grubbing	L SUM	1	\$3,712.86	\$3,712.86	\$29,287.00	\$29,287.00
B3	312323	Fill	CY	200	\$49.24	\$9,848.00	\$86.10	\$17,220.00
B4	1202-4.1	Topsoiling	CY	350	\$50.00	\$17,500.00	\$55.00	\$19,250.00
B5	1202-4.1	Mulching	SY	975	\$1.10	\$1,072.50	\$1.20	\$1,170.00
B6	1202-4.1	Seeding Class II	SY	975	\$1.30	\$1,267.50	\$1.40	\$1,365.00
CB-CORRECTED AMOUNT			EA	2	\$11,470.00	\$22,940.00	\$5,992.80	\$11,985.60

**BID TABULATION****Mandan Street Improvement Area 3A****2026 Street Rehabilitation Project****Mandan, North Dakota****Project No. 30711****Bid Date: March 27, 2026**Strata Corporation
1600 N 48th Street
Grand Forks, ND 58203Northern Improvement Company
PO Box 1254
Bismarck, ND 58502

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Base Bid, Part C - Old Red Trail, Storm Water Ditch Rehabilitation								
C1	201-3.1	Clearing and Grubbing	L SUM	1	\$37,128.37	\$37,128.37	\$71,603.00	\$71,603.00
C2	1202-4.1	Topsoiling	CY	2400	\$36.06	\$86,544.00	\$44.50	\$106,800.00
C3	1202-4.1	Mulching	SY	7000	\$0.90	\$6,300.00	\$1.00	\$7,000.00
C4	1202-4.1	Seeding Class II	SY	7000	\$1.10	\$7,700.00	\$1.20	\$8,400.00
Base Bid, Part D - Crimson Street, Storm Water Ditch Rehabilitation								
D1	802-4.1	15" Storm Sewer - HDPE	LF	25	\$155.00	\$3,875.00	\$131.00	\$3,275.00
D2	24200	Removal of Pipe	LF	25	\$50.00	\$1,250.00	\$64.00	\$1,600.00
D3	1202-4.1	Topsoiling	CY	20	\$65.83	\$1,316.60	\$55.00	\$1,100.00
D4	1202-4.1	Mulching	SY	50	\$7.60	\$380.00	\$8.40	\$420.00
D5	1202-4.1	Seeding Class II	SY	50	\$8.80	\$440.00	\$9.70	\$485.00
Base Bid, Part E - Old Red Trail Panel Replacement								
E1	24200	Removal of Concrete Pavement	SY	140	\$30.79	\$4,310.60	\$65.80	\$9,212.00
E2	312300	Subgrade Preparation	SY	140	\$14.88	\$2,083.20	\$43.00	\$6,020.00
E3	1207-4.1	Geogrid Reinforcement	SY	140	\$4.74	\$663.60	\$33.50	\$4,690.00
E4	321123	Aggregate Base Course - CI 5	TON	88	\$56.37	\$4,960.56	\$70.00	\$6,160.00
E5	321313	Concrete Paving - Non-Reinforced - 8.5"	SY	140	\$142.28	\$19,919.20	\$170.60	\$23,884.00
Base Bid, Part F - Sanitary Sewer Rehab								
F1	330130.81	Sanitary Sewer Manhole - Rehabilitate	EA	1	\$7,692.31	\$7,692.31	\$16,500.00	\$16,500.00
F2	330130.81	Sanitary Sewer Manhole - Repair Invert & Bench	EA	4	\$2,564.10	\$10,256.40	\$8,319.30	\$33,277.20
Base Bid, Part G - Electrical Work								
G1	Section 1000	Electrical Work	L SUM	1	\$33,400.00	\$33,400.00	\$41,140.00	\$41,140.00
TOTAL						\$3,579,463.51		\$5,192,610.90

**Mandan Street Improvement Area 3A
2026 Street Rehabilitation Project
Mandan, North Dakota
Project No. 30711
ENGINEER'S STATEMENT OF COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Base Bid, Part A - Street Rehabilitation						
1.	12000.00	Mobilization	LSUM	1	\$210,700.00	\$210,700.00
2.	312500.00	Storm Water Management	L SUM	1	\$6,831.51	\$6,831.51
3.	15000.00	Traffic Control	L SUM	1	\$22,078.38	\$22,078.38
4.	312500.00	Fiber Rolls	LF	200	\$4.00	\$800.00
5.	312500.00	Inlet Protection	EA	60	\$201.35	\$12,081.00
6.	24200.00	Removal of Curb and Gutter	LF	1,800	\$17.68	\$31,824.00
7.	24200.00	Removal of Concrete Pavement	SY	1,400	\$11.36	\$15,904.00
8.	312300.00	Common Excavation - Subcut (P)	CY	2,745	\$21.98	\$60,335.10
9.	321123.00	Full Depth Reclamation	SY	28,250	\$1.53	\$43,222.50
10.	312300.00	Subgrade Preparation -Type A-12In	SY	30,250	\$2.85	\$86,212.50
11.	1207-4.1	Geogrid Reinforcement	SY	30,250	\$7.38	\$223,245.00
12.	321123.00	Remove & Relay Blended Base Course	SY	30,250	\$12.40	\$375,100.00
13.	321123.00	Aggregate Base Course - CI 5	TON	3,250	\$36.92	\$119,990.00
14.	321123.00	Aggregate Surface Course - CI 13	TON	130	\$56.63	\$7,361.90
15.	321216.00	Superpave FAA 42/43	TON	6,675	\$129.49	\$864,345.75
16.	321216.00	Asphalt Patching	SY	2,500	\$79.56	\$198,900.00
17.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	53,200	\$0.85	\$45,220.00
18.	405-8.6	Routed/Sawn Cracks	LF	13,300	\$2.26	\$30,058.00
19.	320117.61	Mastic Crack Repair	LB	16,720	\$2.99	\$49,992.80
20.	321236.00	Fog Seal	SY	102,600	\$0.40	\$41,040.00
21.	321236.00	Seal Coat	SY	30,250	\$2.31	\$69,877.50
22.	321313.00	Valley Gutter	SY	535	\$123.73	\$66,195.55
23.	603-5.3	Standard Curb and Gutter	LF	2,500	\$57.53	\$143,825.00
24.	603-5.6	Header Curb	LF	445	\$57.46	\$25,569.70
25.	601-4.1	Four-Inch Concrete	SY	1,700	\$132.21	\$224,757.00
26.	601-4.5	Detectable Warning Panels	SF	536	\$19.46	\$10,430.56
27.	1210-4.21	Preformed Patterned Pavement Marking Film - 6" Line	LF	1,010	\$8.34	\$8,423.40
28.	1210-4.22	Preformed Patterned Pavement Marking Film - 24" Line	LF	455	\$44.38	\$20,192.90
29.	1210-4.24	Preformed Patterned Pavement Marking Film - Message	SF	16	\$83.16	\$1,330.56
30.	1206-4.2	Furnish & Adjust Manhole Casting - Asphalt Pavement	EA	106	\$1,676.97	\$177,758.82
31.	1206-4.20	Adjust Cleanout-Asphalt Pavement	EA	4	\$498.13	\$1,992.52
32.	1206-4.11	Adjust Valve Box-Asphalt Pavement	EA	2	\$497.41	\$994.82
33.	1201-4.1	Topsoiling	CY	525	\$50.00	\$26,250.00
34.	1204-4.1	Mulching	SY	4,800	\$0.90	\$4,320.00
35.	1202-4.1	Seeding Class II	SY	4,800	\$1.10	\$5,280.00
36.	201-3.8	Tree Pruning	EA	45	\$100.00	\$4,500.00
37.	201-3.2	Tree Removal	EA	4	\$1,000.00	\$4,000.00
38.	201-3.4	Replace Tree	EA	3	\$1,200.00	\$3,600.00
39.	601-4.6	Sidewalk Trench Drain - 30In	LF	16	\$241.69	\$3,867.04
40.	1212-4	Road Closed, Barricade	EA	1	\$800.00	\$800.00
41.	1212-4.1	Relocate Sign Support and Sign	EA	1	\$300.00	\$300.00
42.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	LF	36	\$15.00	\$540.00
43.	1212-4	Flat Sheet for Signs	SF	44.2	\$25.00	\$1,105.00
Testing Allowance						
1.	12000.00	Testing Allowance [\$10,000]	ALLOW	1	\$10,000.00	\$10,000.00
Base Bid, Part B - 4600 37th Ave NW, Storm Water Ditch Rehabilitation						
B1	802-4.1	24" Storm Sewer - RCP	LF	150	\$225.00	\$33,750.00
B2	201-3.1	Clearing and Grubbing	L SUM	1	\$3,712.86	\$3,712.86
B3	312323.00	Fill	CY	200	\$49.24	\$9,848.00

**Mandan Street Improvement Area 3A
2026 Street Rehabilitation Project
Mandan, North Dakota
Project No. 30711
ENGINEER'S STATEMENT OF COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
B4	1202-4.1	Topsoiling	CY	350	\$50.00	\$17,500.00
B5	1202-4.1	Mulching	SY	975	\$1.10	\$1,072.50
B6	1202-4.1	Seeding Class II	SY	975	\$1.30	\$1,267.50
B7	1205-4.1	Concrete Manhole	EA	2	\$11,470.00	\$22,940.00
Base Bid, Part C - Old Red Trail, Storm Water Ditch Rehabilitation						
C1	201-3.1	Clearing and Grubbing	L SUM	1	\$37,128.37	\$37,128.37
C2	1202-4.1	Topsoiling	CY	2,400	\$36.06	\$86,544.00
C3	1202-4.1	Mulching	SY	7,000	\$0.90	\$6,300.00
C4	1202-4.1	Seeding Class II	SY	7,000	\$1.10	\$7,700.00
Base Bid, Part D - Crimson Street, Storm Water Ditch Rehabilitation						
D1	802-4.1	15" Storm Sewer - HDPE	LF	25	\$155.00	\$3,875.00
D2	24200.00	Removal of Pipe	LF	25	\$50.00	\$1,250.00
D3	1202-4.1	Topsoiling	CY	20	\$65.83	\$1,316.60
D4	1202-4.1	Mulching	SY	50	\$7.60	\$380.00
D5	1202-4.1	Seeding Class II	SY	50	\$8.80	\$440.00
Base Bid, Part E - Old Red Trail Panel Replacement						
E1	24200.00	Removal of Concrete Pavement	SY	140	\$30.79	\$4,310.60
E2	312300.00	Subgrade Preparation	SY	140	\$14.88	\$2,083.20
E3	1207-4.1	Geogrid Reinforcement	SY	140	\$4.74	\$663.60
E4	321123.00	Aggregate Base Course - CI 5	TON	88	\$56.37	\$4,960.56
E5	321313.00	Concrete Paving - Non-Reinforced - 8.5"	SY	140	\$142.28	\$19,919.20
Base Bid, Part F - Sanitary Sewer Rehab						
F1	330130.81	Sanitary Sewer Manhole – Rehabilitate	EA	1	\$7,692.31	\$7,692.31
F2	330130.81	Sanitary Sewer Manhole - Repair Invert & Bench	EA	4	\$2,564.10	\$10,256.40
Base Bid, Part G - Electrical Work						
G1	Section 1000	Electrical Work	L SUM	1	\$33,400.00	\$33,400.00
Construction Total						\$3,579,463.51
Preliminary and Final Design						\$260,000.00
Bidding & Negotiating						\$15,000.00
Construction Staking						\$20,000.00
Construction Administration						\$85,000.00
Resident Project Representative						\$150,000.00
Post-Construction Phase						\$10,000.00
Publishing & Assessing						\$7,500.00
Legal						\$7,500.00
Contingencies (~10%)						\$266,536.49
TOTAL COST						\$4,401,000.00

March 27, 2026

City of Mandan
Jim Neubauer, City Administrator
205 Second Avenue NW
Mandan, ND 58554

RE: ***Recommendation of Award***
Mandan Street Improvement Area 3A; 2026 Street Rehabilitation Project
Moore Project No. 30711

Mayor and Members of the Commission,

On March 27, 2026 at 10:00 a.m., sealed bids were received for the Mandan Street Improvement Area 3A; 2026 Street Rehabilitation Project. A total of 2 bids were opened with base bids ranging from \$3,579,463.51 to \$5,192,610.90.

We have reviewed the bids and have determined that the lowest responsible bid was from Strata Corporation in the amount of \$3,579,463.51. Therefore, we recommend that a contract be awarded to Strata Corporation.

Enclosed are the bid tabulation, Engineer's Statement of Cost, and Notice of Award for your consideration.

Please feel free to contact me with any questions or comments at 701-751-8383.

Sincerely,

Grant Dockter, PE
Project Manager
4503 Coleman Street, Suite 105
Bismarck, ND 58503
Phone: 701-751-8383

Enclosures – as noted

**BID TABULATION****Mandan Street Improvement Area 3A****2026 Street Rehabilitation Project****Mandan, North Dakota****Project No. 30711****Bid Date: March 27, 2026**Strata Corporation
1600 N 48th Street
Grand Forks, ND 58203Northern Improvement Company
PO Box 1254
Bismarck, ND 58502

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Base Bid, Part A - Street Rehabilitation								
1.	12000	Mobilization	LSUM	1	\$210,700.00	\$210,700.00	\$384,099.00	\$384,099.00
2.	312500	Storm Water Management	L SUM	1	\$6,831.51	\$6,831.51	\$11,000.00	\$11,000.00
3.	15000	Traffic Control	L SUM	1	\$22,078.38	\$22,078.38	\$45,657.00	\$45,657.00
4.	312500	Fiber Rolls	LF	200	\$4.00	\$800.00	\$4.40	\$880.00
5.	312500	Inlet Protection	EA	60	\$201.35	\$12,081.00	\$330.00	\$19,800.00
6.	24200	Removal of Curb and Gutter	LF	1,800	\$17.68	\$31,824.00	\$7.40	\$13,320.00
7.	24200	Removal of Concrete Pavement	SY	1,400	\$11.36	\$15,904.00	\$44.30	\$62,020.00
8.	312300	Common Excavation - Subcut (P)	CY	2,745	\$21.98	\$60,335.10	\$67.60	\$185,562.00
9.	321123	Full Depth Reclamation	SY	28,250	\$1.53	\$43,222.50	\$7.10	\$200,575.00
10.	312300	Subgrade Preparation -Type A-12In	SY	30,250	\$2.85	\$86,212.50	\$8.60	\$260,150.00
11.	1207-4.1	Geogrid Reinforcement	SY	30,250	\$7.38	\$223,245.00	\$9.10	\$275,275.00
12.	321123	Remove & Relay Blended Base Course	SY	30,250	\$12.40	\$375,100.00	\$18.70	\$565,675.00
13.	321123	Aggregate Base Course - CI 5	TON	3,250	\$36.92	\$119,990.00	\$61.80	\$200,850.00
14.	321123	Aggregate Surface Course - CI 13	TON	130	\$56.63	\$7,361.90	\$88.10	\$11,453.00
15.	321216	Superpave FAA 42/43	TON	6,675	\$129.49	\$864,345.75	\$150.00	\$1,001,250.00
16.	321216	Asphalt Patching	SY	2,500	\$79.56	\$198,900.00	\$154.70	\$386,750.00
17.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	53,200	\$0.85	\$45,220.00	\$0.80	\$42,560.00
18.	405-8.6	Routed/Sawn Cracks	LF	13,300	\$2.26	\$30,058.00	\$1.50	\$19,950.00
19.	320117.61	Mastic Crack Repair	LB	16,720	\$2.99	\$49,992.80	\$2.90	\$48,488.00
20.	321236	Fog Seal	SY	102,600	\$0.40	\$41,040.00	\$0.40	\$41,040.00
21.	321236	Seal Coat	SY	30,250	\$2.31	\$69,877.50	\$2.80	\$84,700.00
22.	321313	Valley Gutter	SY	535	\$123.73	\$66,195.55	\$121.20	\$64,842.00
23.	603-5.3	Standard Curb and Gutter	LF	2,500	\$57.53	\$143,825.00	\$47.40	\$118,500.00
24.	603-5.6	Header Curb	LF	445	\$57.46	\$25,569.70	\$47.40	\$21,093.00
25.	601-4.1	Four-Inch Concrete	SY	1,700	\$132.21	\$224,757.00	\$100.60	\$171,020.00
26.	601-4.5	Detectable Warning Panels	SF	536	\$19.46	\$10,430.56	\$39.60	\$21,225.60
27.	1210-4.21	Preformed Patterned Pavement Marking Film - 6" Line	LF	1,010	\$8.34	\$8,423.40	\$14.30	\$14,443.00

[C]=CORRECTED AMOUNT

**BID TABULATION****Mandan Street Improvement Area 3A****2026 Street Rehabilitation Project****Mandan, North Dakota****Project No. 30711****Bid Date: March 27, 2026**Strata Corporation
1600 N 48th Street
Grand Forks, ND 58203Northern Improvement Company
PO Box 1254
Bismarck, ND 58502

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
28.	1210-4.22	Preformed Patterned Pavement Marking Film - 24" Line	LF	455	\$44.38	\$20,192.90	\$55.00	\$25,025.00
29.	1210-4.24	Preformed Patterned Pavement Marking Film - Message	SF	16	\$83.16	\$1,330.56	\$55.00	\$880.00
30.	1206-4.2	Furnish & Adjust Manhole Casting - Asphalt Pavement	EA	106	\$1,676.97	\$177,758.82	\$3,317.00	\$351,602.00
31.	1206-4.20	Adjust Cleanout-Asphalt Pavement	EA	4	\$498.13	\$1,992.52	\$2,826.00	\$11,304.00
32.	1206-4.11	Adjust Valve Box-Asphalt Pavement	EA	2	\$497.41	\$994.82	\$2,497.00	\$4,994.00
33.	1201-4.1	Topsoiling	CY	525	\$50.00	\$26,250.00	\$55.00	\$28,875.00
34.	1204-4.1	Mulching	SY	4,800	\$0.90	\$4,320.00	\$1.00	\$4,800.00
35.	1202-4.1	Seeding Class II	SY	4,800	\$1.10	\$5,280.00	\$1.20	\$5,760.00
36.	201-3.8	Tree Pruning	EA	45	\$100.00	\$4,500.00	\$130.00	\$5,850.00
37.	201-3.2	Tree Removal	EA	4	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00
38.	201-3.4	Replace Tree	EA	3	\$1,200.00	\$3,600.00	\$1,320.00	\$3,960.00
39.	601-4.6	Sidewalk Trench Drain - 30In	LF	16	\$241.69	\$3,867.04	\$220.00	\$3,520.00
40.	1212-4	Road Closed, Barricade	EA	1	\$800.00	\$800.00	\$880.00	\$880.00
41.	1212-4.1	Relocate Sign Support and Sign	EA	1	\$300.00	\$300.00	\$330.00	\$330.00
42.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	LF	36	\$15.00	\$540.00	\$16.50	\$594.00
43.	1212-4	Flat Sheet for Signs	SF	44.2	\$25.00	\$1,105.00	\$27.50	\$1,215.50

Testing Allowance

1.	12000	Testing Allowance [\$10,000]	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
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Base Bid, Part B - 4600 37th Ave NW, Storm Water Ditch Rehabilitation

B1	802-4.1	24" Storm Sewer - RCP	LF	150	\$225.00	\$33,750.00	\$220.00	\$33,000.00
B2	201-3.1	Clearing and Grubbing	L SUM	1	\$3,712.86	\$3,712.86	\$29,287.00	\$29,287.00
B3	312323	Fill	CY	200	\$49.24	\$9,848.00	\$86.10	\$17,220.00
B4	1202-4.1	Topsoiling	CY	350	\$50.00	\$17,500.00	\$55.00	\$19,250.00
B5	1202-4.1	Mulching	SY	975	\$1.10	\$1,072.50	\$1.20	\$1,170.00
B6	1202-4.1	Seeding Class II	SY	975	\$1.30	\$1,267.50	\$1.40	\$1,365.00
B7	1205-4.1	Concrete Manhole	EA	2	\$11,470.00	\$22,940.00	\$5,992.80	\$11,985.60

Base Bid, Part C - Old Red Trail, Storm Water Ditch Rehabilitation

C1	201-3.1	Clearing and Grubbing	L SUM	1	\$37,128.37	\$37,128.37	\$71,603.00	\$71,603.00
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[C]=CORRECTED AMOUNT

**BID TABULATION****Mandan Street Improvement Area 3A****2026 Street Rehabilitation Project****Mandan, North Dakota****Project No. 30711****Bid Date: March 27, 2026**Strata Corporation
1600 N 48th Street
Grand Forks, ND 58203Northern Improvement Company
PO Box 1254
Bismarck, ND 58502

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
C2	1202-4.1	Topsoiling	CY	2400	\$36.06	\$86,544.00	\$44.50	\$106,800.00
C3	1202-4.1	Mulching	SY	7000	\$0.90	\$6,300.00	\$1.00	\$7,000.00
C4	1202-4.1	Seeding Class II	SY	7000	\$1.10	\$7,700.00	\$1.20	\$8,400.00
Base Bid, Part D - Crimson Street, Storm Water Ditch Rehabilitation								
D1	802-4.1	15" Storm Sewer - HDPE	LF	25	\$155.00	\$3,875.00	\$131.00	\$3,275.00
D2	24200	Removal of Pipe	LF	25	\$50.00	\$1,250.00	\$64.00	\$1,600.00
D3	1202-4.1	Topsoiling	CY	20	\$65.83	\$1,316.60	\$55.00	\$1,100.00
D4	1202-4.1	Mulching	SY	50	\$7.60	\$380.00	\$8.40	\$420.00
D5	1202-4.1	Seeding Class II	SY	50	\$8.80	\$440.00	\$9.70	\$485.00
Base Bid, Part E - Old Red Trail Panel Replacement								
E1	24200	Removal of Concrete Pavement	SY	140	\$30.79	\$4,310.60	\$65.80	\$9,212.00
E2	312300	Subgrade Preparation	SY	140	\$14.88	\$2,083.20	\$43.00	\$6,020.00
E3	1207-4.1	Geogrid Reinforcement	SY	140	\$4.74	\$663.60	\$33.50	\$4,690.00
E4	321123	Aggregate Base Course - CI 5	TON	88	\$56.37	\$4,960.56	\$70.00	\$6,160.00
E5	321313	Concrete Paving - Non-Reinforced - 8.5"	SY	140	\$142.28	\$19,919.20	\$170.60	\$23,884.00
Base Bid, Part F - Sanitary Sewer Rehab								
F1	330130.81	Sanitary Sewer Manhole - Rehabilitate	EA	1	\$7,692.31	\$7,692.31	\$16,500.00	\$16,500.00
F2	330130.81	Sanitary Sewer Manhole - Repair Invert & Bench	EA	4	\$2,564.10	\$10,256.40	\$8,319.30	\$33,277.20
Base Bid, Part G - Electrical Work								
G1	Section 1000	Electrical Work	L SUM	1	\$33,400.00	\$33,400.00	\$41,140.00	\$41,140.00
TOTAL						\$3,579,463.51		\$5,192,610.90

**Mandan Street Improvement Area 3A
2026 Street Rehabilitation Project
Mandan, North Dakota
Project No. 30711
ENGINEER'S STATEMENT OF COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Base Bid, Part A - Street Rehabilitation						
1.	12000.00	Mobilization	LSUM	1	\$210,700.00	\$210,700.00
2.	312500.00	Storm Water Management	L SUM	1	\$6,831.51	\$6,831.51
3.	15000.00	Traffic Control	L SUM	1	\$22,078.38	\$22,078.38
4.	312500.00	Fiber Rolls	LF	200	\$4.00	\$800.00
5.	312500.00	Inlet Protection	EA	60	\$201.35	\$12,081.00
6.	24200.00	Removal of Curb and Gutter	LF	1,800	\$17.68	\$31,824.00
7.	24200.00	Removal of Concrete Pavement	SY	1,400	\$11.36	\$15,904.00
8.	312300.00	Common Excavation - Subcut (P)	CY	2,745	\$21.98	\$60,335.10
9.	321123.00	Full Depth Reclamation	SY	28,250	\$1.53	\$43,222.50
10.	312300.00	Subgrade Preparation -Type A-12In	SY	30,250	\$2.85	\$86,212.50
11.	1207-4.1	Geogrid Reinforcement	SY	30,250	\$7.38	\$223,245.00
12.	321123.00	Remove & Relay Blended Base Course	SY	30,250	\$12.40	\$375,100.00
13.	321123.00	Aggregate Base Course - CI 5	TON	3,250	\$36.92	\$119,990.00
14.	321123.00	Aggregate Surface Course - CI 13	TON	130	\$56.63	\$7,361.90
15.	321216.00	Superpave FAA 42/43	TON	6,675	\$129.49	\$864,345.75
16.	321216.00	Asphalt Patching	SY	2,500	\$79.56	\$198,900.00
17.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	53,200	\$0.85	\$45,220.00
18.	405-8.6	Routed/Sawn Cracks	LF	13,300	\$2.26	\$30,058.00
19.	320117.61	Mastic Crack Repair	LB	16,720	\$2.99	\$49,992.80
20.	321236.00	Fog Seal	SY	102,600	\$0.40	\$41,040.00
21.	321236.00	Seal Coat	SY	30,250	\$2.31	\$69,877.50
22.	321313.00	Valley Gutter	SY	535	\$123.73	\$66,195.55
23.	603-5.3	Standard Curb and Gutter	LF	2,500	\$57.53	\$143,825.00
24.	603-5.6	Header Curb	LF	445	\$57.46	\$25,569.70
25.	601-4.1	Four-Inch Concrete	SY	1,700	\$132.21	\$224,757.00
26.	601-4.5	Detectable Warning Panels	SF	536	\$19.46	\$10,430.56
27.	1210-4.21	Preformed Patterned Pavement Marking Film - 6" Line	LF	1,010	\$8.34	\$8,423.40
28.	1210-4.22	Preformed Patterned Pavement Marking Film - 24" Line	LF	455	\$44.38	\$20,192.90
29.	1210-4.24	Preformed Patterned Pavement Marking Film - Message	SF	16	\$83.16	\$1,330.56
30.	1206-4.2	Furnish & Adjust Manhole Casting - Asphalt Pavement	EA	106	\$1,676.97	\$177,758.82
31.	1206-4.20	Adjust Cleanout-Asphalt Pavement	EA	4	\$498.13	\$1,992.52
32.	1206-4.11	Adjust Valve Box-Asphalt Pavement	EA	2	\$497.41	\$994.82
33.	1201-4.1	Topsoiling	CY	525	\$50.00	\$26,250.00
34.	1204-4.1	Mulching	SY	4,800	\$0.90	\$4,320.00
35.	1202-4.1	Seeding Class II	SY	4,800	\$1.10	\$5,280.00
36.	201-3.8	Tree Pruning	EA	45	\$100.00	\$4,500.00
37.	201-3.2	Tree Removal	EA	4	\$1,000.00	\$4,000.00
38.	201-3.4	Replace Tree	EA	3	\$1,200.00	\$3,600.00
39.	601-4.6	Sidewalk Trench Drain - 30In	LF	16	\$241.69	\$3,867.04
40.	1212-4	Road Closed, Barricade	EA	1	\$800.00	\$800.00
41.	1212-4.1	Relocate Sign Support and Sign	EA	1	\$300.00	\$300.00
42.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	LF	36	\$15.00	\$540.00
43.	1212-4	Flat Sheet for Signs	SF	44.2	\$25.00	\$1,105.00
Testing Allowance						
1.	12000.00	Testing Allowance [\$10,000]	ALLOW	1	\$10,000.00	\$10,000.00
Base Bid, Part B - 4600 37th Ave NW, Storm Water Ditch Rehabilitation						
B1	802-4.1	24" Storm Sewer - RCP	LF	150	\$225.00	\$33,750.00
B2	201-3.1	Clearing and Grubbing	L SUM	1	\$3,712.86	\$3,712.86
B3	312323.00	Fill	CY	200	\$49.24	\$9,848.00

**Mandan Street Improvement Area 3A
2026 Street Rehabilitation Project
Mandan, North Dakota
Project No. 30711
ENGINEER'S STATEMENT OF COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
B4	1202-4.1	Topsoiling	CY	350	\$50.00	\$17,500.00
B5	1202-4.1	Mulching	SY	975	\$1.10	\$1,072.50
B6	1202-4.1	Seeding Class II	SY	975	\$1.30	\$1,267.50
B7	1205-4.1	Concrete Manhole	EA	2	\$11,470.00	\$22,940.00
Base Bid, Part C - Old Red Trail, Storm Water Ditch Rehabilitation						
C1	201-3.1	Clearing and Grubbing	L SUM	1	\$37,128.37	\$37,128.37
C2	1202-4.1	Topsoiling	CY	2,400	\$36.06	\$86,544.00
C3	1202-4.1	Mulching	SY	7,000	\$0.90	\$6,300.00
C4	1202-4.1	Seeding Class II	SY	7,000	\$1.10	\$7,700.00
Base Bid, Part D - Crimson Street, Storm Water Ditch Rehabilitation						
D1	802-4.1	15" Storm Sewer - HDPE	LF	25	\$155.00	\$3,875.00
D2	24200.00	Removal of Pipe	LF	25	\$50.00	\$1,250.00
D3	1202-4.1	Topsoiling	CY	20	\$65.83	\$1,316.60
D4	1202-4.1	Mulching	SY	50	\$7.60	\$380.00
D5	1202-4.1	Seeding Class II	SY	50	\$8.80	\$440.00
Base Bid, Part E - Old Red Trail Panel Replacement						
E1	24200.00	Removal of Concrete Pavement	SY	140	\$30.79	\$4,310.60
E2	312300.00	Subgrade Preparation	SY	140	\$14.88	\$2,083.20
E3	1207-4.1	Geogrid Reinforcement	SY	140	\$4.74	\$663.60
E4	321123.00	Aggregate Base Course - CI 5	TON	88	\$56.37	\$4,960.56
E5	321313.00	Concrete Paving - Non-Reinforced - 8.5"	SY	140	\$142.28	\$19,919.20
Base Bid, Part F - Sanitary Sewer Rehab						
F1	330130.81	Sanitary Sewer Manhole – Rehabilitate	EA	1	\$7,692.31	\$7,692.31
F2	330130.81	Sanitary Sewer Manhole - Repair Invert & Bench	EA	4	\$2,564.10	\$10,256.40
Base Bid, Part G - Electrical Work						
G1	Section 1000	Electrical Work	L SUM	1	\$33,400.00	\$33,400.00
Construction Total						\$3,579,463.51
Preliminary and Final Design						\$260,000.00
Bidding & Negotiating						\$15,000.00
Construction Staking						\$20,000.00
Construction Administration						\$85,000.00
Resident Project Representative						\$150,000.00
Post-Construction Phase						\$10,000.00
Publishing & Assessing						\$7,500.00
Legal						\$7,500.00
Contingencies (~10%)						\$266,536.49
TOTAL COST						\$4,401,000.00

NOTICE OF AWARD

Date of Issuance:

Owner: City of Mandan Owner's Project No.: 2026-01

Engineer: Moore Engineering, Inc. Engineer's Project No.: 30711

Project: Mandan Street Improvement Area 3A

Contract Name: 2026 Street Rehabilitation Project

Bidder: **Strata Corporation**

Bidder's Address: 1600 N 48th Street, Grand Forks, ND 58203

You are notified that Owner has accepted your Bid dated March 27, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2026 Street Rehabilitation Project

The Contract Price of the awarded Contract is \$3,579,463.51. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Mandan

By (signature): _____

Name (*printed*): Jim Neubauer

Title: Auditor/City Administrator

Copy: Engineer

Amendment No. 2 To Task Order No. 9

1. Background Data:

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

2. Description of Modifications

- A. The purpose of this agreement is to add Construction Engineering services and project inspection to the Task Order. Engineer shall perform Additional Services (and related terms and conditions) set forth in the section of Exhibit A and Exhibit D listed below, as attached to the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 (“Agreement”), such sections being hereby incorporated by reference.
 - 1. Construction Phase Services (Exhibit A, Paragraph A1.05)
 - 2. Post Construction Phase Services (Exhibit A, Paragraph A1.06)
 - 3. Resident Project Representative (RPR) Services (Exhibit D)
 - 4. The following summary comprises the basis of Engineer’s compensation:
 - a. Construction is anticipated to last 15 weeks, beginning May 1, 2026, and to be substantially complete by August 14, 2026, and the contractor is anticipated to work 5 days per week. Engineer’s Exhibit D budgeted hours are for one full-time RPR based on 60 hours per week during this timeframe.
 - b. If it becomes apparent that Engineer’s services related to A1.05, A1.06 or Exhibit D will require more time than anticipated, Engineer shall notify Owner and prepare a subsequent Task Order Amendment.
 - c. Construction surveys and staking will include:
 - i. Establish benchmarks (2 mobilizations)
 - ii. Stake curb for roadway extensions (1 mobilization)
 - iii. Coordinate and check grading surface with contractor (1 mobilization)
 - iv. Stake ditch grading along Old Red Trail (1 mobilization)

- v. Stake concrete on Old Red Trail (1 mobilization)
- d. Engineer's compensation includes a limited amount of time to assist Owner and Contractor with minor Work Change Directives and Change Orders that do not require re-design or otherwise modifying the Contract Documents. If a significant change is requested that entails modifications to the Contract Documents, Engineer will proceed with Additional Services in accordance with A2.01.B.1 of the Agreement.
- C. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- D. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- E. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$265,000. Part 6.A of the Task Order is modified as follows:

Construction Phase*	<u>\$105,000</u>	NA	<u>Standard Rates</u>
Resident Project Representative Services*	<u>\$150,000</u>	NA	<u>Standard Rates</u>
Post Construction Phase	<u>\$10,000</u>	NA	<u>Standard Rates</u>

*Based on the construction period outlined above
- F. The schedule for rendering services under this Task Order is modified as follows: See above schedule-related assumptions as the basis for Engineer's compensation. It is anticipated that Substantial and Final Completion will occur in 2026.
- G. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A
- H. Attachments:
 - 1. Project Area Map
 - 2. Work Breakdown Structure (tasks and hours)

3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$160,000
B.	Net change for prior amendments:	\$115,000
C.	This amendment amount:	\$265,000
D.	Adjusted Task Order amount:	\$540,000

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 April 7, 2026.

OWNER: City of Mandan

ENGINEER: Moore Engineering, Inc.

Signed: _____

By: _____



Name: Jim Froelich

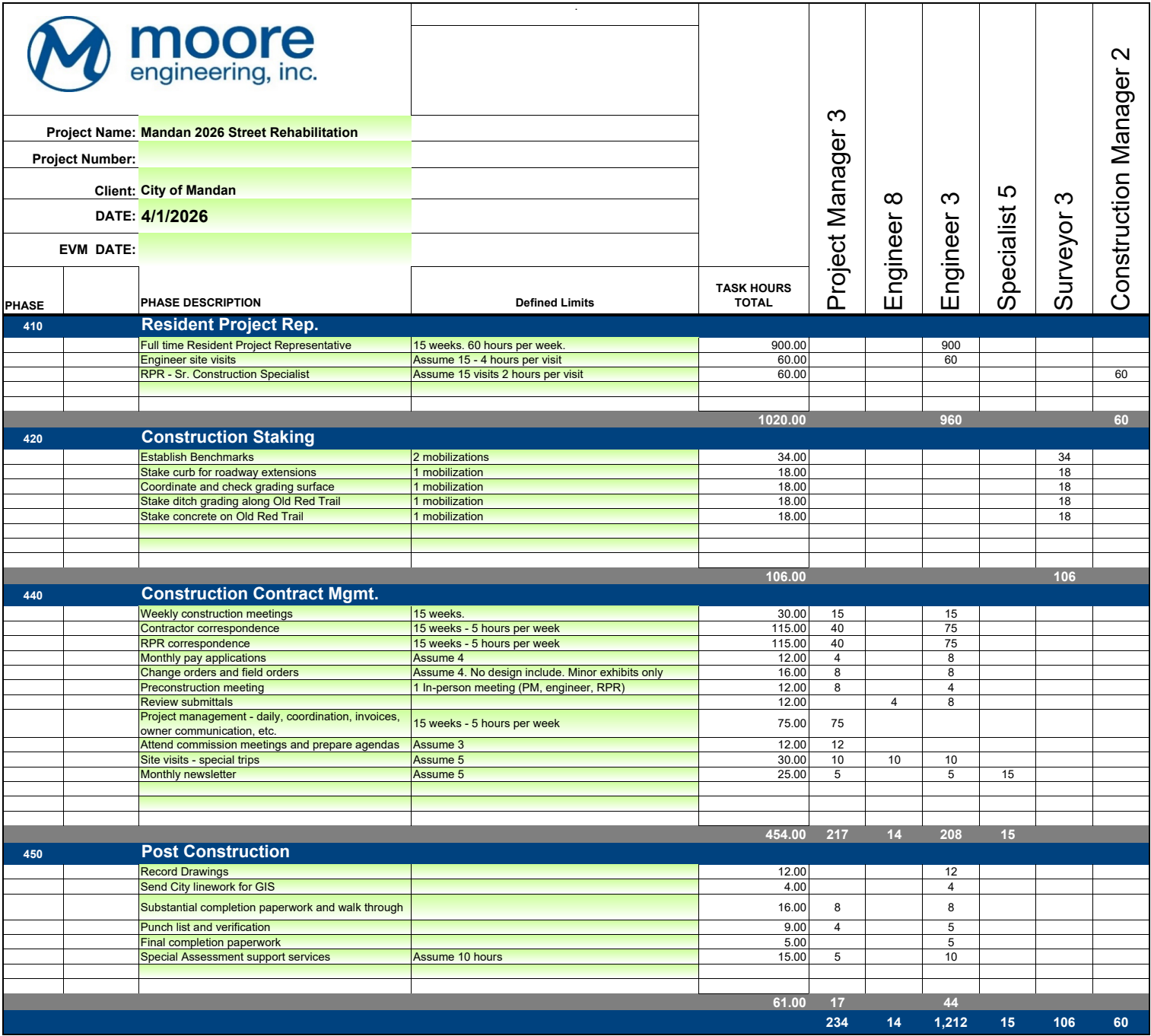
Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

Date
Signed: _____

Date
Signed: 4-1-2026





City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 20, 2026
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 20, 2026
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2024 & 2025 Vet Credit Abatement Applications for Steven Stone

STATEMENT/PURPOSE:

To consider 2024 & 2025 Application for Disabled Veterans Property Tax Credit Abatements for property located at 606 13th St NW

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-4532000 with a legal description of Lot 2, Block 1, SIEGEL'S 3rd.

Reason for Abatements: I have reviewed the Disabled Veterans Property Tax Credit Applications and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2024 & 2025.

ATTACHMENTS:

1. 2024 Abatement Form
2. 2025 Abatement Form

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 & 2025 Veterans Credit Abatements for Steven Stone at 606 13th St NW.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 & 2025 Veterans Credit Abatements for Steven Stone at 606 13th St NW.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 20, 2026
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2024 & 2025 Vet Credit Abatement Applications for Gabriel Flores

STATEMENT/PURPOSE:

To consider the 2024 and 2025 abatement Application for Disabled Veterans Property Tax Credit for property located at 2515 10th Ave SE.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-4215746 with a legal description of Lot 4 Block 1 Plainview Heights 6th.

Reason for Abatements: I have reviewed the Disabled Veterans Property Tax Credit Applications and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2024 & 2025 at 100%.

ATTACHMENTS:

1. 2024 Abatement Form
2. 2025 Abatement Form

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 & 2025 Veterans Credit Abatements for Gabriel Flores at 2515 10th Ave SE.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 & 2025 Veterans Credit Abatements for Gabriel Flores at 2515 10th Ave SE.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of MORTON

Property I.D. No. 65-4215746

Name FLORES/GABRIEL P & MARLENE M HORNER-FLORES

Telephone No. _____

Address MARLENE M HORNER-FLORES L/E 2515 10TH AVE SE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 4 BLOCK 1 PLAINVIEW HEIGHTS 6TH

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

Land \$ 60,000
Improvements \$ 263,700
Total \$ 323,700
(1)

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

Land \$ 60,000
Improvements \$ 263,700
Total \$ 323,700
(2)

The difference of \$ 0 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

Applicant asks that

2024 Vet credit adjustment

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
With The County Auditor _____

Date County Auditor Mailed
Application to Township
Clerk or City Auditor _____

(must be within five business days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of MORTON

Property I.D. No. 65-4215746

Name FLORES/GABRIEL P & MARLENE M HORNER-FLORES

Telephone No. _____

Address MARLENE M HORNER-FLORES L/E 2515 10TH AVE SE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 4 BLOCK 1 PLAINVIEW HEIGHTS 6TH

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

Land \$ 100,000
Improvements \$ 270,900
Total \$ 330,900
(1)

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

Land \$ 100,000
Improvements \$ 270,900
Total \$ 330,900
(2)

The difference of \$ 0 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

Applicant asks that

2025 Vet Credit adjustment

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant [Signature]

Date 12-15-2026

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor Date

Application For Abatement Or Refund Of Taxes				
	Name of Applicant	County Auditor's File No.	Date Application Was Filed With The County Auditor	Date County Auditor Mailed Application to Township Clerk or City Auditor (must be within five business days of filing date)



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 23, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approving a raffle permit for The Bee-lievers Inc.

STATEMENT/PURPOSE:

Consider approving a raffle permit for The Bee-lievers Inc.

BACKGROUND/ALTERNATIVES:

The Bee-lievers Inc. is hosting Mandan Cruise Nights and will hold monthly raffles at alternating locations; 4/13/26, 6/8/26, 8/10/26 and 10/12/26, will be held at Dakota Kustomz. 5/11/26, 7/13/26 and 9/14/26 will be held at Bravera Bank. See attached raffle permit.

ATTACHMENTS:

1. 2026-22 The Bee-Lievers Inc.

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for The Bee-lievers Inc.

SUGGESTED MOTION:

I move to approve the raffle permit for The Bee-lievers Inc.

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (8-2025)

Permit Number

2026-22

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

Name of Organization or Group The Bee-Lievers Inc		Dates Authorized (Read Instruction 2) 4/13/26-10/12/2026	
Organization or Group Contact Person Shawn Lunstad	E-mail slunstad@yahoo.com	Telephone Number 701-226-3111	
Mailing Address 4075 Sunny Dr. S	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name Dakota Kustomz/Bravera Bank		County Morton	
Site Address 1121 E Main/101 E Main	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffles to be held once per month, 4/13/26 at Dakota Kustomz, 5/11/26 at Bravera Bank, 6/8/26 at Dakota Kustomz, 7/13/26 at Bravera Bank, 8/10/26 at Dakota Kustomz, 9/14/26 at Bravera Bank and 10/12/26 at Dakota Kustomz. Each month one of the Ruger Revolvers and one other prize will be raffled.			

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

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

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

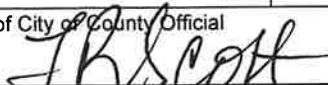
3. A licensed organization or organization that has a permit shall conduct games as follows:

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

- (1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
- (2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Tasha Scott	Title of City or County Official Administrative Assistant	Telephone Number 701-667-3250	E-mail Address tasha.scott@mandanpd.com
Signature of City or County Official 		Date 3/23/2026	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

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

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

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

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

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☐

Local Permit

☐

Restricted Event Permit*

Games to be conducted

☐

Raffle by a Political or Legislative District Party

☐

Bingo

☒

Raffle

☐

Raffle Board

☐

Calendar Raffle

☐

Sports Pool

☐

Poker*

☐

Twenty-One*

☐

Paddlewheels*

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

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

Name of Organization or Group The Bee-lievers Inc		Dates of Activity (Does not include dates for the sales of tickets) April 13th - October 12th	
Organization or Group Contact Person Shawn Lunstad	E-mail SLunstad@yahoo.com	Telephone Number 701-226-3111	
Business Address 4075 Sunny Dr. S.	City Mandan	State ND	ZIP Code 58554
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Dakota Kustomz / Bravera Bank		County Morton	
Site Physical Address 1121 E. Main ST / 101 E. Main ST	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 4-13 Dakota Kustomz 5-11 Bravera Bank 6-8 Dakota Kustomz 7-13 Bravera Bank 8-10 Dakota Kustomz 9-14 Bravera Bank 10-12 Dakota Kustomz			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See Attached	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds The Bee-Lievers Inc 501 (c) 3	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Shawn Lunstad	Telephone Number 701-226-3111	E-mail Address SLunstad@yahoo.com
Signature of Organization Group's Permit Organizer 	Title President	Date 3-18-26

The Bee-lievers, INC 2026 Raffle Items

7 RUGER WRANGLER REVOLVERS 22 LR \$200.00 EACH

HAWKE 34122 8X42 BINOCULARS \$125.00

HAWKE 14139 VANTAGE SCOPE 4-12X40 \$125.00

HAWKE 14121 VANTAGE SCOPE 3-9X40 \$100.00

HAWKE 51100 VANTAGE SPOTTING SCOPE 20-60X60 \$150.00

VORTEX CF2-31007 CROSSFIRE SCOPE 3-9X40 \$100.00

VORTEX SPC-404 SPARK RED DOT \$200.00

VORTEX DB-215 DIAMONDBACK 10X42 BINOCULARS \$150.00

VORTEX ANARCH 6 POWER GOLF RANG FINDER \$500.00

TOTAL \$2850.00

Prize 3rd - Oct 12th



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 26, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization

STATEMENT/PURPOSE:

Consider a gaming site authorization

BACKGROUND/ALTERNATIVES:

Rec'd 3/20/26

ATTACHMENTS:

1. Gaming Site Authorization - Mandan Hockey Club - Black Lions

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the gaming site authorization for Mandan Hockey Club at Black Lions from July 1, 2026 to June 30, 2027.



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

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

Full, Legal Name of Gaming Organization

Mandan Hockey Club, Inc.

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

Name of Location

Black Lions

Street 412 West Main Street	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized July 1, 2026	Ending Date(s) Authorized June 30, 2027	Number of Twenty-One tables, if zero, enter "0" 0	

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

Back of bar

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

Raffle and Poker dates unknown

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Garrett Hooker		Site Name Black Lions		Site Phone Number 701-751-2770	
Site Address 412 West Main Street		City Mandan	State ND	Zip Code 58554	County Morton
Organization Mandan Hockey Club		Rental Period July 1, 2026 to June 30, 2027			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☐ No ☒ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes	\$ 0.00
2. Is Twenty-One conducted at this site?				☒ No ☐ Yes	\$ 0.00
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____					
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____					\$ 0.00
3. Is Paddlewheels conducted at this site?				☒ No ☐ Yes	\$ 0.00
Number of Tables _____ X Rent per Table \$ _____					
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?				☐ No ☒ Yes	\$ 400.00
Please Check: ☐ Jar Bar ☒ Standard Dispensing Device					
5. Are Electronic Pull-Tabs conducted at this site?				☐ No ☒ Yes	\$ 1250.00
If "Yes" please indicate the number of devices 10					
Total Monthly Rent					\$ 1650.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner	Date 3-17-26
Signature of Lessee 	Title Gaming Manager	Date 3/17/2026

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.
Special considerations are:
 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.

- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 26, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization

STATEMENT/PURPOSE:

Consider a gaming site authorization

BACKGROUND/ALTERNATIVES:

Rec'd 3/20/2026

ATTACHMENTS:

1. Gaming Site Authorization - Mandan Hockey Club - Central Station LLC

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the gaming site authorization for Mandan Hockey Club at Central Station LLC from July 1, 2026 to June 30, 2027.



GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Mandan Hockey Club, Inc.

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

Name of Location

Central Station LLC

Street 111 Collins Avenue	City Mandan	ZIP Code 58554	County Morton
-------------------------------------	-----------------------	--------------------------	-------------------------

Beginning Date(s) Authorized July 1, 2026	Ending Date(s) Authorized June 30, 2027	Number of Twenty-One tables, if zero, enter "0" 1
---	---	--

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

Designated "Casino" area: E-Tabs, Jar Bar, Twenty-One, Paddlewheel. Center Bar: Pull Tab Dispensing Devices

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

Raffle and Poker dates unknown

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Ryan Deichert		Site Name Central Station		Site Phone Number 701-751-2244
Site Address 111 Collins Avenue	City Mandan	State ND	Zip Code 58554	County Morton
Organization Mandan Hockey Club, Inc.	Rental Period 7/1/2026 to 6/30/2027			Monthly Rent Amount
1. Is Bingo going to be conducted at the site? ☐ No ☒ Yes				\$ 0.00
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. ☒ No ☐ Yes				
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 0 X Rent per Table \$ 0.00 Number of Tables with wagers over \$5 1 X Rent per Table \$ 300.00				\$ 0.00 \$ 300.00
3. Is Paddlewheels conducted at this site? Number of Tables 1 X Rent per Table \$ 300.00				\$ 300.00
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device				\$ 325.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 10				\$ 1,250.00
Total Monthly Rent				\$ 2175.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner	Date 3-6-2026
Signature of Lessee 	Title Gaming Manager	Date 3/6/2026

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.
Special considerations are:
 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 26, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization

STATEMENT/PURPOSE:

Consider a gaming site authorization

BACKGROUND/ALTERNATIVES:

rec'd 3/20/26

ATTACHMENTS:

1. Gaming Site Authorization - Mandan Hockey Club - Vicky's Sports Bar

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the gaming site authorization for Mandan Hockey Club at Vicky's Sports Bar from July 1, 2026 to June 30, 2027.



GAMING SITE AUTHORIZATION

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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Mandan Hockey Club, Inc.

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

Name of Location

Vicky's Sports Bar, Inc.

Street 106 2nd Avenue Northwest	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized July 1, 2026	Ending Date(s) Authorized June 30, 2027	Number of Twenty-One tables, if zero, enter "0" 1	

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

Back of bar: E-Tabs. Center bar: E-Tabs, Twenty-One, Jar Bar. Front of bar: Pull Tab Dispensing Devices

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

Raffle and Poker dates unknown

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Pauline Rader		Site Name Vicky's		Site Phone Number 701-663-4877
Site Address 106 2nd Avenue Northwest	City Mandan	State ND	Zip Code 58554	County Morton
Organization Mandan Hockey Club, Inc.	Rental Period 7/1/2026 to 6/30/2027			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☐ No ☒ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$ 0.00
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 0 X Rent per Table \$ 0.00		☐ No ☒ Yes		\$ 0.00
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300.00				\$ 300.00
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table \$ 0.00		☒ No ☐ Yes		\$ 0.00
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 325.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 9		☐ No ☒ Yes		\$ 1,175.00
Total Monthly Rent				\$ 1800.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner	Date 3/11/26
Signature of Lessee 	Title Gaming Manager	Date 3/11/2026

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.
Special considerations are:
 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 6, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization for Mandan Hockey Club at Old 10 Bar & Grill

STATEMENT/PURPOSE:

Consider a gaming site authorization

BACKGROUND/ALTERNATIVES:

Rec'd 04/06/2026

ATTACHMENTS:

1. Mandan Hockey at Old 10 GSA

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal - some processing and follow-up required.

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for Mandan Hockey Club at Old 10 Bar & Grill from July 1, 2026 to June 30, 2027.



GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Mandan Hockey Club Inc.

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

Name of Location

Old 10 Bar and Grill

Street

417 E Main Street

City

Mandan

ZIP Code

58554

County

Morton

Beginning Date(s) Authorized

July 1, 2026

Ending Date(s) Authorized

June 30, 2027

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

0

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

Bar

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

Dates currently unknown

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☒

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Curtis Miller		Site Name Old 10 Bar & Grill		Site Phone Number 701-426-6313
Site Address 417 East Main Street	City Mandan	State ND	Zip Code 58554	County Morton
Organization Mandan Hockey Club, Inc.	Rental Period 7/1/2026 to 6/30/2027			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$ 0.00
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 0 X Rent per Table \$ 0.00		☒ No ☐ Yes		\$ 0.00
Number of Tables with wagers over \$5 0 X Rent per Table \$ 0.00				\$ 0.00
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table \$ 0.00		☒ No ☐ Yes		\$ 0.00
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☒ Standard Dispensing Device		☐ No ☒ Yes		\$ 400.00
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 6		☐ No ☒ Yes		\$ 950.00
Total Monthly Rent				\$ 1350.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner	Date 4/3/26
Signature of Lessee 	Title Gaming Manager	Date 4/3/2026



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 6, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization for PRairie Public
Broadcasting Inc at Strawberry Bar & Grill

STATEMENT/PURPOSE:

Consider a gaming site authorization.

BACKGROUND/ALTERNATIVES:

Received 04/06/2026

ATTACHMENTS:

1. Prairie Public Broadcasting at Strawberry Bar

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal. Some processing and follow-up required

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for Prairie Public Broadcasting Inc at Strawberry Bar & Grill from July 1, 2026 to June 30, 2027.



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

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc

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

Name of Location Strawberry Bar & Grill			
Street 210 West Main St	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) entire facility, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) The Strawberry Llc		Site Name Strawberry Bar & Grill		Site Phone Number (701) 751-7348
Site Address 210 W Main Ave	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Prairie Public Broadcasting, Inc		Rental Period 12/18/2023 to 6/30/2027		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes ☐ No ☐ Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				☒ No ☐ Yes \$ \$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				☒ No ☐ Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☐ Jar Bar ☒ Standard Dispensing Device				☐ No ☒ Yes \$ 150.00
☒ Electronic Dispensing Device Number of Electronic Devices <u>10</u>				\$ 600.00
Total Monthly Rent				\$ 750.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

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

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

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

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

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

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

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

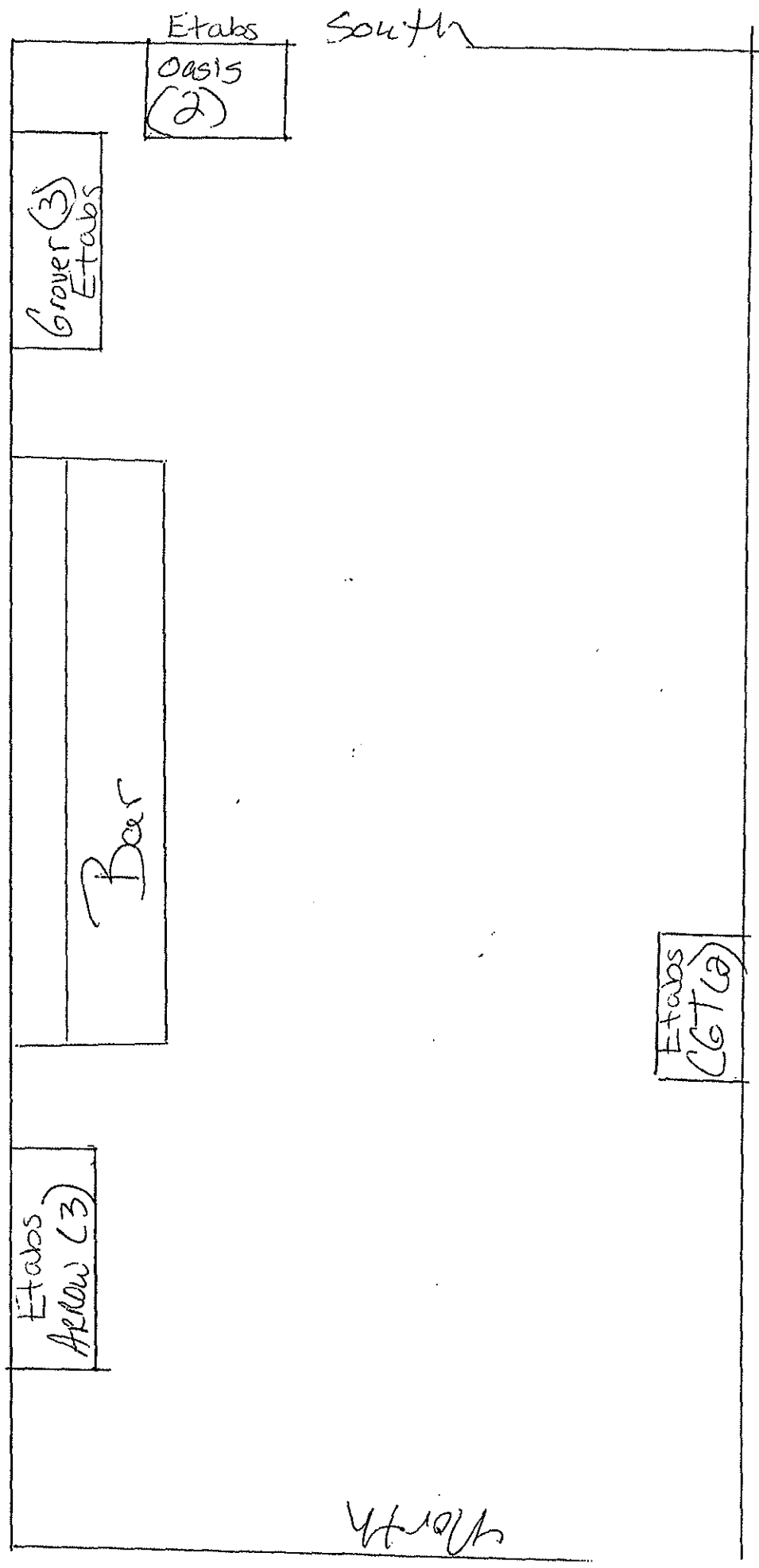
The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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

Signature of Lessor 	Title OWNER	Date 12-21-23
Signature of Lessee 	Title PRESIDENT & CEO	Date 12/15/23

East

Strawberry Bar Maiden MD





City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 30, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the Memorandum of Understanding (MOU) with Mandan Public Schools

STATEMENT/PURPOSE:

Consider approval of the Memorandum of Understanding (MOU) with Mandan Public Schools

BACKGROUND/ALTERNATIVES:

This updated Memorandum of Understanding (MOU) establishes the School Resource Officer (SRO) Program as a cooperative partnership between the Mandan Police Department and the Mandan School District. This agreement supersedes the prior MOU executed in 2016 and reflects current operational practices and leadership, including the appointment of a new Superintendent of Schools.

The purpose of this agreement is to clearly define the roles, responsibilities, and expectations of both parties in order to support and maintain a safe and secure educational environment.

The SRO Program is designed to foster positive relationships between law enforcement, students, staff, and the broader community. Through this partnership, both parties seek to enhance school safety, promote trust, and encourage constructive interactions with law enforcement.

ATTACHMENTS:

1. New SRO Agreement 2026 - Clean

FISCAL IMPACT:

Mandan Public Schools shall provide 75% of the School Resource Officers' salaries.

STAFF IMPACT:

Mandan Police Department has two designated School Resource Officers.

LEGAL REVIEW:

Attorney A. Oster reviewed

RECOMMENDATION:

I recommend approving the Memorandum of Understanding (MOU) with Mandan Public Schools.

SUGGESTED MOTION:

I move to approve the Memorandum of Understanding (MOU) with Mandan Public Schools.

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the following entities:

Mandan Public School District
City of Mandan Police Department

Nothing in this MOU shall be construed as limiting or impeding the spirit of cooperation between the participating entities listed above.

I. PURPOSE

This Memorandum of Understanding (MOU) establishes the School Resource Officer (SRO) Program as a cooperative partnership between the Mandan Police Department and the Mandan School District. The purpose of this agreement is to define the roles, responsibilities, and expectations of both parties to support a safe and secure school environment.

The SRO Program is intended to build positive relationships between law enforcement and students, staff, and the community. Through this partnership, the parties aim to improve school safety and encourage positive interactions with law enforcement.

II. MISSION

The mission of the Mandan Police Department is to promote public safety by addressing the causes of crime and reducing fear of crime and social disorder through problem-solving strategies and strong police-community partnerships.

Through the School Resource Officer (SRO) Program, the Department will enhance safety and support within the Mandan School District by focusing on the prevention of and responding to school-related violence and juvenile crime. The SRO Program is committed to fostering a safe, secure, and orderly learning environment for students, staff, and visitors.

This mission will be accomplished through a collaborative approach that emphasizes law enforcement, education, mentorship, and early intervention.

III. DESCRIPTION OF GENERAL DUTIES

The School Resource Officer (SRO) shall serve in a multifaceted role as a law enforcement officer, law-related educator, problem solver, and community liaison. The SRO is responsible for addressing crime, disorder, and safety concerns affecting the School District and other criminal activity occurring on or near school property.

The SRO shall work collaboratively with school administrators and staff to maintain a safe and secure learning environment. This includes identifying environmental or procedural factors that may contribute to safety risks and recommending appropriate preventative measures.

The SRO may provide or coordinate law-related education and presentations for students, staff, and parents. The SRO may also assist in the development and review of school safety policies, procedures, and emergency response plans.

The SRO shall foster positive relationships between law enforcement and the school community by building trust and mutual respect with students, staff, and families. As a visible and approachable presence, the SRO will serve as a role model, promoting responsible behavior, sound decision-making, and respect for others.

The SRO shall act as a resource to students, families, and school personnel by providing guidance, referrals, and access to community-based services when appropriate.

Additionally, the SRO will promote civic awareness and responsibility by educating students on laws, legal processes, and the consequences of unlawful behavior.

IV. DESIRED OUTCOMES

The goals and objectives of the School Resource Officer (SRO) Program are to develop and enhance positive relationships among youth, law enforcement, school administrators, parents, and the community.

The goals of the SRO Program are:

1. Maintain safe and secure school environments by providing a visible law enforcement presence at schools and school-sponsored activities.
2. Monitor, deter, and investigate incidents of school-related violence and criminal activity, and assist in prevention and early intervention efforts.
3. Investigate juvenile-related offenses involving juveniles, whether committed by, against, or occurring within school property or school functions.
4. Build and maintain positive relationships with students, parents, faculty, staff, administrators, and community members connected to the school environment.
5. Develop, implement, and support programs that benefit students, the School District, and the community, including prevention and educational initiatives.
6. Serve as a resource and referral agent for students, families, and school personnel, connecting individuals with appropriate services and support beyond the scope of law enforcement.
7. Act as a liaison between the Mandan Police Department and the School District to promote collaboration, communication, and coordinated responses to issues affecting school safety.

V. PARTIES RESPONSIBILITIES

A. Mandan Police Department Responsibilities

The Mandan Police Department shall provide:

1. Law enforcement equipment, uniforms, and resources necessary for the SRO to effectively perform assigned duties.
2. Payment of overtime costs, except when such overtime is specifically requested and approved by the School District.
3. Payment of twenty-five percent (25%) of the SRO's salary and benefits during the contract period.
4. Payment of costs associated with law enforcement training, certification, and licensing required for the SRO position.
5. Payment of expenses that are primarily law enforcement-related in nature.
6. Vehicle assignment, including fuel, maintenance, and operational expenses.

B. Mandan School District Responsibilities

The Mandan School District shall provide:

1. Payment of seventy-five percent (75%) of the SRO's salary and benefits during the contract period.
2. Payment of overtime costs that are requested or initiated by the School District.
3. Payment of costs associated with materials, supplies, office equipment, and other operational needs specific to the SRO Program within the school environment.
4. Payment of expenses that are primarily school related in nature.
5. A designated office space for the SRO that is secure and capable of being locked, along with appropriate office furnishings and equipment, including but not limited to a desk, chair, and lockable filing cabinet or secure storage, for the purpose of maintaining confidential records, reports, and temporary evidence storage. Any evidence stored on-site shall be secured in accordance with

Mandan Police Department policy and transferred to the Department's evidence storage facility as soon as practicable.

VI. FINANCIAL REPORTING / BILLING

The Mandan Police Department shall submit financial reports on a quarterly basis outlining the costs of the SRO Program and provide necessary documentation for billing.

VII. INFORMATION SHARING

The Mandan School District will share student information with the SRO and other Mandan Police Department employees in compliance with 34 Code of Federal Regulations (CFR) Part 99 (Family Educational Rights and Privacy Act – FERPA), NDCC § 15.1-19-14 (School Law Enforcement Unit), and all other applicable federal and state laws.

The SRO and other employees of the Mandan Police Department shall provide information to the District as required under:

1. **NDCC § 15.1-24-05** Law Enforcement Agencies – Duty to Inform School Officials relating to violations of law pertaining to alcohol, tobacco, drugs, imitation drugs, drug paraphernalia, driving under the influence, and open container of alcohol.
2. **NDCC § 12.1-32-15** Offenders against Children and Sexual Offenders relating to those persons required by law to register as an offender.

The SRO and other employees of the Mandan Police Department may provide information to the District as provided under:

1. **NDCC § 27-20.2-22** Disclosure of Information Needed to Apprehend Juvenile relating to the apprehension of violent offenders.
2. **NDCC § 27-20.2-23** Law Enforcement and Correctional Facility Records relating to the inspection of files and records of juveniles adjudicated or alleged to be delinquent or in need of services or protection.
3. **NDCC § 44-04-18.7** Criminal Intelligence Information relating to active investigations or intelligence gathering.
4. **NDCC § 27-20.2-21** Access to juvenile court records and information.
5. **NDCC § 15.1-24-04** Confidentiality of certain student records, including medical treatment, assistance records, and sensitive student information.

Information the District and the SRO compiled using the Department of Justice School COP software records keeping and tracking system will be mutually available.

All information sharing shall be limited to that which is necessary for legitimate educational, safety, or law enforcement purposes and shall comply with all confidentiality requirements under state and federal law, including FERPA exceptions for health or safety emergencies and law enforcement unit records.

Juvenile records shall remain confidential and shall be disclosed only in accordance with applicable North Dakota law, including NDCC Chapters 27-20.2 through 27-20.4.

All parties shall comply with applicable student data privacy laws and shall ensure that information systems used for data sharing are accessed only by authorized personnel and maintained in accordance with applicable security and confidentiality requirements.

Information related to victims shall be protected in accordance with Marsy's Law, and personally identifiable victim information shall not be disclosed except as authorized by law.

SUPERVISION RESPONSIBILITY AND CHAIN OF COMMAND

The SRO Program shall consist of a full-time sworn Police Officer employed by the Mandan Police Department and certified by the North Dakota Peace Officer Standards and Training (POST) Board. The SRO shall meet all requirements set forth in the Mandan Police Department Policy Manual.

The day-to-day operation and administrative control of the SRO Program shall remain the responsibility of the Mandan Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain with the Department. The Chief of Police shall appoint supervisory personnel to oversee the program consistent with the established chain of command.

When an SRO position becomes available, notice shall be provided to all sworn personnel through standard departmental postings. Interested applicants shall comply with Mandan Police Department selection criteria as approved by the Chief of Police. The selection process shall be conducted by the Mandan Police Department; however, the School District may participate in the selection process. The final selection decision shall remain solely with the Chief of Police. SRO assignments shall be for a one-year term and subject to annual performance review.

Selection criteria may include, but are not limited to:

1. Oral presentation
2. Past performance evaluations
3. Relevant experience
4. Interpersonal and communication skills
5. Education and training

IX. DUTIES AND RESPONSIBILITIES

A. Duties of the SRO

1. Coordinating with school administrators to address crime and disorder problems occurring on or around school property.
2. Serving as a liaison between the school, the community, and law enforcement agencies.
3. Developing and supporting crime prevention and safety programs for students.
4. Monitoring and assisting at-risk or troubled students through mentoring and referral programs.
5. Providing education to students and staff on crime prevention, safety, and legal issues.
6. Identifying environmental factors that may contribute to criminal activity and recommending improvements.
7. Assisting in the development and review of school policies related to safety and criminal activity.
8. Maintaining professionalism and adhering to all Department policies, including evidence handling, reporting, and confidentiality requirements.

B. Responsibilities of the Police Department SRO Supervisor shall include, but are not limited to:

1. Coordinating SRO assignments and activities with school administrators and Department leadership.
2. Coordinating scheduling and work hours, including leave time, training, and special assignments.

3. Reviewing and approving reports generated by the SRO related to criminal activity and referrals to outside agencies.
4. Ensuring the SRO remains in compliance with Department policies, procedures, and applicable laws.
5. Serving as the primary point of contact between the Police Department and School District for operational matters.

C. Responsibilities of the School District

1. Access to a climate-controlled, properly lighted, and private office space.
2. A secure filing cabinet or storage system capable of being locked for confidential records and temporary evidence storage until transfer to Police Department evidence facilities.
3. Office furnishings including a desk, chair, and necessary workspace.
4. Access to necessary technology, including telephone, computer, printer, copier, and internet access.

X. School District Access and Support

The Mandan School District shall provide the SRO with the following access and opportunities necessary to perform assigned duties:

1. Opportunities for classroom instruction and participation in school-based programs.
2. Opportunities to address students, parents, staff, and faculty regarding safety, law-related topics, and SRO program objectives.
3. Opportunities to provide input regarding criminal justice concerns affecting students and the school environment.
4. Reasonable access to school facilities, staff, and students consistent with applicable laws, policies, and privacy protections.

XI. DECISION-MAKING AUTHORITY

Although assigned to a school environment, the School Resource Officer (SRO) shall not be relieved of their duties as a sworn law enforcement officer. The SRO shall take enforcement action when necessary to prevent, intervene in, or terminate criminal activity, in accordance with applicable law and Mandan Police Department policy.

The SRO shall issue citations, initiate juvenile referrals, and make arrests when appropriate and consistent with department policy and state law.

The SRO Program shall operate under the Triad Concept as established by the National Association of School Resource Officers (NASRO), recognizing the SRO's role as:

1. Law enforcement officer
2. Law-related educator
3. Informal counselor/mentor

Notwithstanding the Triad Concept, the SRO's primary role shall remain that of a law enforcement officer employed by the Mandan Police Department. The SRO shall remain under the direction and control of the Department through the established chain of command and shall comply with all department policies, procedures, and applicable laws.

The SRO shall report to their assigned supervisor for all matters related to law enforcement duties, performance, and program oversight.

The SRO shall enforce criminal laws only and shall not be responsible for enforcing school rules, administrative policies, or disciplinary matters that do not constitute a violation of law. School discipline shall remain the responsibility of school administrators.

The SRO shall not become involved in school administrative matters unless such involvement is necessary due to a criminal investigation or public safety concern.

The SRO shall serve as a resource to students, staff, and the school community, providing guidance, education, and support consistent with the goals of the SRO program.

XI. TERM OF AGREEMENT

The term of this Memorandum of Understanding (MOU) shall begin on _____ and shall continue for a period of one (1) year.

This MOU shall automatically renew for successive one (1) year terms unless either party provides written notice of termination or request for modification.

Either party may terminate this MOU without cause by providing ninety (90) days written notice to the other party.

This MOU may be reviewed and amended at any time upon mutual written agreement of both parties. Any agreed-upon amendments shall be incorporated into the MOU in writing.

Annual cost adjustments, including salary, benefits, and associated program expenses, may be modified by mutual agreement of the parties to reflect cost-of-living increases or other relevant factors.

SIGNATURES

Chief of Police
City of Mandan
Date: _____

Superintendent of Schools
Mandan Public School District
Date: _____



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 30, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the Criminal Justice Information Services (CJIS) Information Exchange Agreement

STATEMENT/PURPOSE:

Consider approval of the Criminal Justice Information Services (CJIS) Information Exchange Agreement

BACKGROUND/ALTERNATIVES:

The Central Dakota Communications Center (CenCom) is a consolidated public safety communications center established by local government agreement to provide services to multiple criminal justice agencies and other government agencies. To aid in the enforcement of law and investigation of criminal activities, CenCom will maintain equipment for secure access and maintenance of criminal justice information.

This Agreement between CenCom and the Mandan Police Department is established to define appropriate roles and responsibilities in the handling of criminal justice information and equipment and systems that access that information. See attached CJIS Information Exchange Agreement.

ATTACHMENTS:

1. MPD CJIS Exchange 2026

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

City Commission

Agenda Documentation

April 7, 2026

Subject: Consider approval of the Criminal Justice Information Services (CJIS) Information Exchange Agreement

Page 2 of 2

Attorney Oster Reviewed

RECOMMENDATION:

I recommend approving the Criminal Justice Information Services (CJIS) Information Exchange Agreement.

SUGGESTED MOTION:

I move to approve the Criminal Justice Information Services (CJIS) Information Exchange Agreement.

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) INFORMATION EXCHANGE AGREEMENT

The Central Dakota Communications Center (CenCom) is a consolidated public safety communications center established by local government agreement to provide services to multiple criminal justice agencies and other government agencies. To aid in the enforcement of law and investigation of criminal activities, CenCom will maintain equipment for secure access and maintenance of criminal justice information.

This Agreement between CenCom and the Mandan Police Department is established to define appropriate roles and responsibilities in the handling of criminal justice information and equipment and systems that access that information.

CenCom agrees to maintain telecommunications systems for access to and exchange of criminal justice information from the National Crime Information Center (**NCIC**), Interstate Identification Index (III), National Law Enforcement Telecommunications System (NLETS) and North Dakota Law Enforcement Telecommunications System (NDLETS). To appropriately authorize CenCom to perform certain delineated services (below), Mandan Police Department permits use of its ORI (ND0300200) by CenCom.

The following documents and authorities are incorporated by reference and made part of this agreement regarding agency access and use; this list is not all inclusive. Other policies, regulations, and manuals will be developed, published, and/or amended as CJIS Division systems, programs, and services evolve. Please contact the appropriate program office and visit the FBI CJIS Division's website for additional information: www.fbi.gov/cjis.

Security and Information Exchange Documents

CJIS Security Policy (CJISSECPOL)

The CJISSECPOL provides criminal justice and noncriminal justice agencies with the minimum set of security requirements for access to FBI CJIS Division systems and information to protect and safeguard CJIS.

Enterprise Documents

CJIS Information Letters

These letters provide users of CJIS Division's systems and programs with policy and procedural updates.

NCIC Documents

NCIC Operating Manual

This manual provides guidelines on the proper operation and use of the NCIC System, including the standards, procedures, formats, rules, and criteria.

NCIC Technical and Operational Updates (TOUs)

TOUs are documents that describe technical and operational changes to the NCIC System.

NICS Documents

NICS Policy Reference Guide

This manual serves as a training guide for NICS Point-of-Contact states who are processing name-based background checks through NICS before transferring a firearm to a prospective transferee.

NGI Documents

III/National Fingerprint File (NFF) Operational and Technical Manual

This manual describes the III and NFF programs, including technical and operational details; procedures for entering, maintaining, and updating III and NFF records; and requirements for criminal and noncriminal fingerprint submissions.

III TOUs

TOUs are documents that describe technical and operational changes to the III System.

Authorities

Title 28, Code of Federal Regulations (C.F.R.), Part 20 and the Appendix

The purpose of these regulations is to ensure that Criminal History Record Information (CHRI), wherever it appears, is collected, stored, and disseminated in a manner to ensure the accuracy, completeness, currency, integrity, and security of such information and to protect individual privacy. These regulations apply to authorized federal, state, local, tribal, foreign, and international criminal justice agencies to the extent that they access the various criminal justice information systems managed by the CJIS Division or use or disseminate the records and information residing in those systems.

CenCom

CenCom agrees to adhere to all applicable CJIS policies and the following:

- To establish a CJIS Systems Officer (CSO) to coordinate and ensure adherence to established procedures and policies.
- To maintain agreements and understandings with vendors and technicians to ensure all parties with potential access to criminal justice information, or systems that access the same, have undergone a fingerprint background check and have had appropriate training and certification.
- To assist Mandan Police Department users with authorized entries into and removals from the NCIC system on a 24 hour basis, 365 days per year.
- To ensure that all personnel with access to criminal justice information, or systems accessing the same, have undergone fingerprint background checks and have appropriate training and certification.
- To maintain policies for the following:
 - III (Triple I) requests and the logging of secondary disseminations queried through CenCom systems.
 - Security of CenCom criminal justice information and related systems.
 - Training and certification of CenCom employees.

- To provide timely and accurate information as requested by Mandan Police Department users but will not be responsible for any subsequent dissemination of information by users as a result of then current, or future, Mandan Police Department activities.
- The CenCom CSO shall be responsible for quality assurance procedures to include audits and validations of CenCom activities to ensure that only valid data is maintained in CJIS systems.

Mandan Police Department

Mandan Police Department agrees to adhere to all applicable CJIS policies and the following:

- To maintain security of its terminals and that an individual with access to CJIS information, or systems accessing the same, have appropriate training and certification for the appropriate handling of CJIS information.
- To maintain all original law enforcement reports created by personnel as required by NCIC regulations and North Dakota Century Code.
- To maintain its own processes for the secure authorized use of, logging and security of criminal history records run from its terminal(s).
- To enter, update, modify and/or cancel all warrants entered in WMIS/CWIS originating from Mandan Municipal Court.
- To enter, update, modify and/or cancel local warrant information in the records management system.
- To conduct other criminal history record requests as determined administratively necessary and maintain responsibility for the security of that information.
- To work with the CenCom CSO to correct any inconsistencies or issues found during CenCom quality assurance activities.

- To provide timely response to confirmation requests received by CenCom.
 - Urgent: 10 minutes
 - Routine: One hour

For the purposes of this agreement, confirmation shall mean:

- Confirming the record, or
 - Providing a time when the record will be confirmed.
- To receive criminal justice information requested from CenCom systems through the CAD messaging system (MDT), through encrypted email, or to have the recipient of a faxed or printed version waiting at the fax/printer to receive the document.
- To be responsible for security of criminal justice information and related systems under its management control.

General Provisions

Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this agreement.

This agreement supersedes all other written or oral agreements between the parties relating to this subject matter. Any modification to provisions of this agreement shall be valid only upon signature by both parties and incorporated by amendment.

1. All activities of the parties under this agreement will be carried out in accordance with the above-described provisions.
2. The parties acknowledge that this agreement does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this agreement or otherwise relating to this agreement.
3. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this agreement shall be made by any party without the express written approval of a duly authorized representative of all other parties.
4. Each party agrees to notify the other party in the event of receipt of a civil claim arising from this agreement. The parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to this agreement. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim.
5. Either party may terminate this agreement upon sixty (60) day written notice to the other party. Notice shall require immediate consultation by the parties to decide upon a proper course of action. In the result of termination, the following shall apply:
 - a. The parties will continue participation, financial or otherwise, up to the effective date of termination.
 - b. Each party shall pay costs it incurs as a result of termination.
 - c. All information and rights herein received under the provisions of this agreement, prior to termination will be retained by the parties, subject to the provisions of this agreement.

Acknowledgement and Certification

I hereby certify that I am a U.S. Citizen and I hereby acknowledge the duties and responsibilities as set out in this agreement. I acknowledge that these duties and responsibilities have been developed and approved by CJIS Systems users to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in, or obtained by means of, the CJIS Systems. I further acknowledge that failure to comply with these duties and responsibilities may result in the imposition of sanctions against the offending state/agency; other federal, tribal, state, and local criminal justice users; and approved noncriminal justice users with System access, whether direct or indirect. The CJIS Advisory Policy Board or the Compact Council, may approve sanctions to include the termination of CJIS services.

I hereby certify that I am familiar with all applicable documents that are made part of this agreement and to all applicable federal and state laws and regulations relevant to the receipt and dissemination of information provided through the CJIS Systems, programs and services.

This agreement is a formal expression of the purpose and intent of both parties and is effective when signed. It may be amended by the deletion or modification of any provision contained therein, or by the addition of new provisions, after written concurrence of both parties. The "Acknowledgment and Certification" is being executed by the CSO or CJIS WAN Official (or other CJIS authorized official) in both an individual and representative capacity. Accordingly, this agreement will remain in effect after the CSO or CJIS WAN Official (or other CJIS authorized official) vacates his/her position or until it is affirmatively amended or rescinded in writing. This agreement does not confer, grant, or authorize any rights, privileges, or obligations to any third party.

Agreement

Agreement of CJIS Systems Officer (CSO):

_____	_____
CJIS Systems Officer	Date

Colleen Stockert, Assistant Communications Director	
Printed Name / Official Title	

Concurrence Of Agency Head:

_____	_____
Agency Head	Date

Mike Dannenfelzer, Communications Director	
Printed Name / Official Title	

Agreement of Criminal Justice Agency:

_____	_____
Agency Head	Date

Jason Ziegler, Chief of Police	
Printed Name / Official Title	



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Change Orders for Memorial Highway Project

STATEMENT/PURPOSE:

To consider and possibly approve a pair of change orders for the Memorial Highway Project.

BACKGROUND/ALTERNATIVES:

Over the course of the Memorial Highway Project, there have been several design changes necessary to continue construction. Change Orders 29 and 30 are changes to the functional design of the sanitary sewer system that were necessitated by differing field conditions. The plan sheets associated with these changes are included in the agenda packet.

ATTACHMENTS:

1. Change Orders 29 and 30

FISCAL IMPACT:

Change Order 29 results in an increase to SubProject 5 in an amount of \$85,425. Change Order 30 partially offsets this increase with a decrease of \$68,400. Over the course of construction, change orders have resulted in an estimated decrease of \$592,040.87 to overall project cost.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the change orders 29 and 30 for the Memorial Highway Project, as presented.

SUGGESTED MOTION:

I move to approve the change orders 29 and 30 for the Memorial Highway Project, as presented.

North Dakota Department of Transportation
Change Order

Page 1 of 1

Change Order No: 29

Project: SU-CPU-FTF-1-094(223)919

PCN: 23277

SubProject: 5 SANITARY SEWER, WATERMAIN, & LIFT STATION

County: Morton

For: RECONSTRUCTION, MEDIAN, DRAINAGE, SHARED USE PATH, LIGI

Contractor: REEDE CONSTRUCTION INC

5237 HIGHWAY 12 E STE 1
ABERDEEN, SD 57401-9516

Original Contract Amount:

\$37,999,840.45

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (SU MANDAN CITY FUNDS)								
202	210	REMOVAL OF MANHOLES	EA	0.00	2.00	1,900.000	3,800.00	
INCREASE TO BID ITEM								
NON-PARTICIPATING (SU MANDAN CITY FUNDS)								
724	1120	6IN SEWER SERVICE PIPE	LF	227.00	133.00	125.000	16,625.00	
724	1190	RECONNECT TO EXISTING SANITARY SEWER SERV	EA	11.00	2.00	20,000.000	40,000.00	
724	5040	SANITARY SEWER SERVICE CONNECTION	EA	11.00	5.00	5,000.000	25,000.00	
Net Increase or Decrease to Date				-488,368.63	Part	-49,009.00	Non-Part	TOTALS
							NON-PARTICIPATING	85,425.00
							PARTICIPATING	85,425.00

Due to This Change, the Contract Time:
NO CHANGE.

Classification

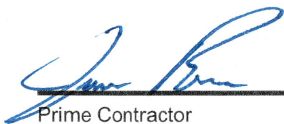
Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

Change Order 29 incorporates updated plan sheets and quantities to Subproject 5 for various bid items due to field conditions brought forward by the Design Team, NDDOT staff, and the Contractor. See attached sheets and change order summary.

Revise plan sheets: Sect 8 Sheet 3, Sect 57 Sheets 21,23-25

 3/26/26

Prime Contractor DATE

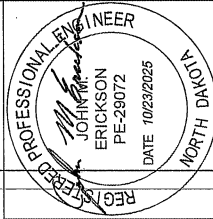
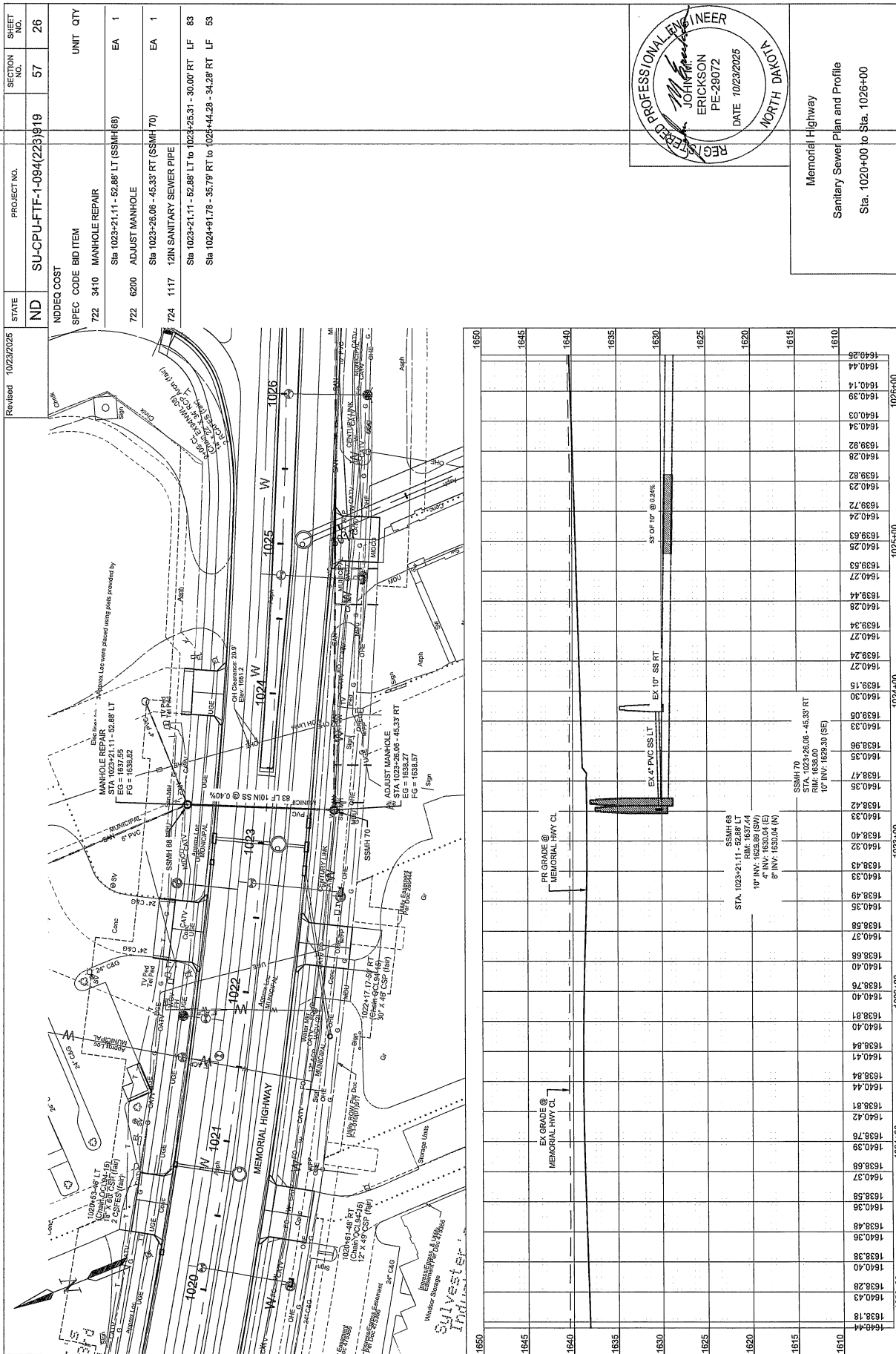
County/City Official DATE

Project Engineer DATE

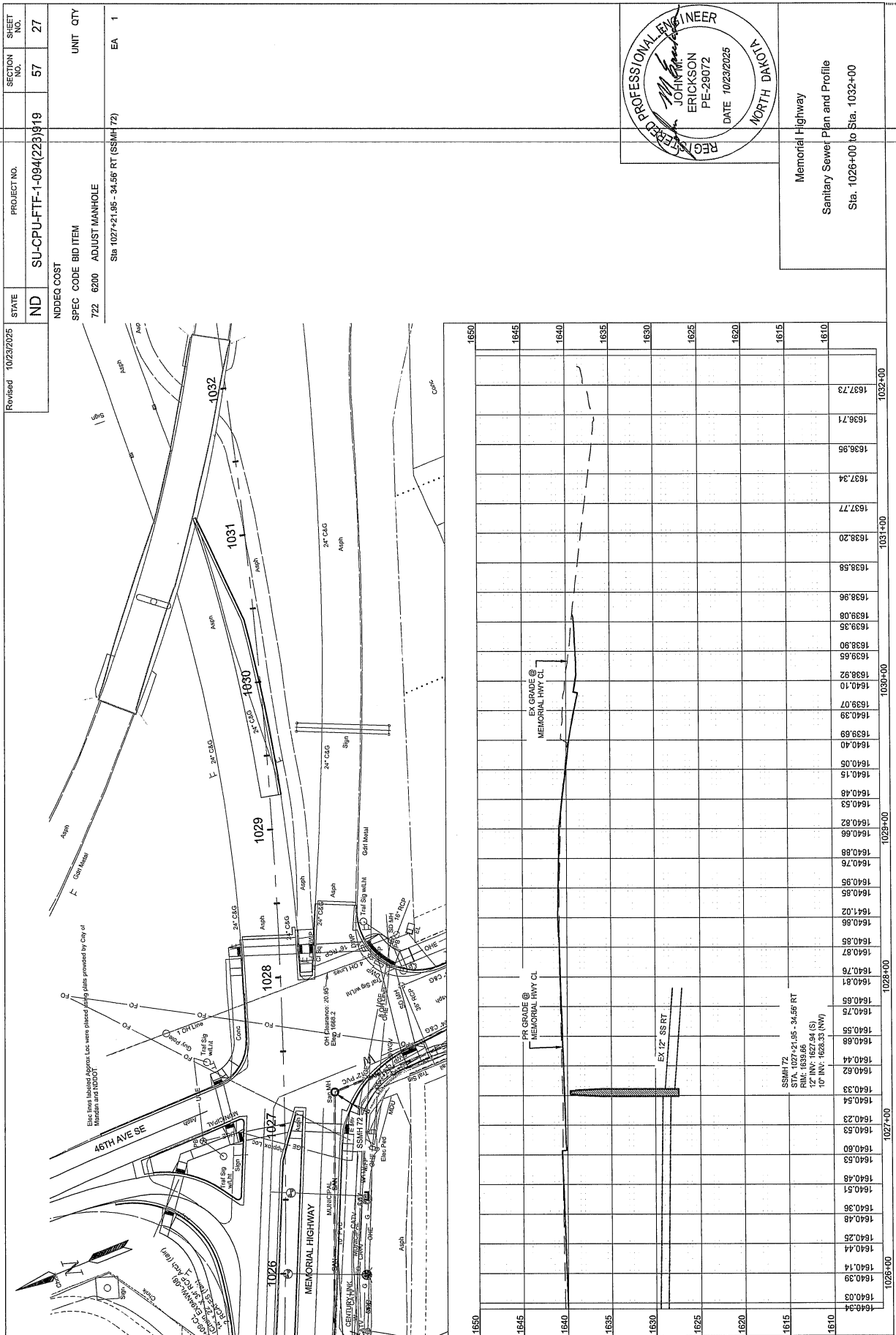
Team Leader DATE

District 1 DATE

District 1 DATE



Memorial Highway
 Sanitary Sewer Plan and Profile
 Sta. 1020+00 to Sta. 1026+00





City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 18, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Amendment #4 to the Memorial Highway Cost Share agreement

STATEMENT/PURPOSE:

To consider and possibly approve an amendment to the cost-share agreement with the State Water Commission for Memorial Highway

BACKGROUND/ALTERNATIVES:

The Memorial Highway project is replacing aging asbestos cement water mains along Memorial Highway between Main Street and 32nd Avenue SE (West half) and 32nd Avenue SE and 46th Avenue SE (East half) in Mandan. The Project is being constructed in conjunction with the North Dakota Department of Transportation's (NDDOT) Memorial Highway reconstruction project and is part of combined sanitary sewer, storm sewer, lift station, paving, and lighting infrastructure improvements. The current request is for construction costs associated with the West half of the Project and a cost share increase associated with the East half of the Project.

ATTACHMENTS:

1. Amendment IV - Memorial Hwy
2. Memo

FISCAL IMPACT:

The amendment to the agreement will provide an increase in the cost-share from \$3,883,533 to \$9,612,214.

STAFF IMPACT:

Minmal.

LEGAL REVIEW:

City Commission

Agenda Documentation

April 7, 2026

Subject: Consider amendment four to the Memorial Highway cost-share agreement with the State Water Commission

Page 2 of 2

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

RECOMMENDATION:

To approve the amendment to the cost-share agreement with the State Water Commission for Memorial Highway.

SUGGESTED MOTION:

I move to approve the amendment to the cost-share agreement with the State Water Commission for Memorial Highway.

**AMENDMENT IV to the
Agreement for Cost-Share Reimbursement
City of Mandan Memorial Highway Water Main**

1. **Background.** In June 2023, the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Mandan (Sponsor) entered into the Agreement for Cost-Share Reimbursement City of Mandan Memorial Highway Water Main (Agreement). Agreement was amended in January 2025 (Amendment I), May 2025 (Amendment II), and December 2025 (Amendment III).

2. **Intent.** The mutual intent of the parties here is to amend the Agreement to provide an increase in the cost-share from \$3,883,533 to not to exceed \$9,612,214.

3. **Agreement.** Commission and Sponsor agree to amend the Agreement as follows:

- a. Replace all of the language in paragraph 2 (“**COMMISSION’S RESPONSIBILITY AND INTENT**”) with the following language:

Commission will provide Sponsor with cost-share, not to exceed \$9,612,214, as approved by Commission on April 13, 2023 (\$348,600), December 13, 2024 (\$2,613,245), April 10, 2025 (\$883,674), February 12, 2026 (\$5,728,681) and by Secretary on July 2, 2025 (\$38,014) to reimburse 60 percent of actual eligible costs incurred in Sponsor's Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**NORTH DAKOTA STATE WATER
COMMISSION**

By: _____

REICE HAASE
Secretary

Date: 03/13/2026

CITY OF MANDAN

By: _____

JAMES FROELICH
Mayor

Date: _____

Countersignature and Date (If required)

Print Name and Title

MEMORANDUM

TO: Lt. Governor Michelle Strinden
Members of the State Water Commission
FROM: Reice Haase, Secretary
SUBJECT: State Water Supply – City of Mandan
Memorial Highway Water Main
DATE: January 27, 2026



Background & Description

The City of Mandan is requesting construction cost-share for their Memorial Highway Water Main (Project). The Project is replacement of aging asbestos cement watermain along Memorial Highway between Main Street and 32nd Avenue SE (West half) and 32nd Avenue SE and 46th Avenue SE (East half) in Mandan. The Project is being constructed in conjunction with the North Dakota Department of Transportation's (NDDOT) Memorial Highway reconstruction project and is part of combined sanitary sewer, storm sewer, lift station, paving, and lighting infrastructure improvements. The current request is for construction costs associated with the West half of the Project and a cost-share increase associated with the East half of the Project. The City indicates the increase is due to cost adjustments by the NDDOT and construction delays. The Project is located in Morton County.

Supplemental Information

Water Development Plan/Priority	2025 / Low
New / Future / Current Service Users	0 / 0 / 9,418
Present Value Cost / User (Preferred Alternative)	\$3,383
Rate / 5,000-Gallons	\$37
Comparable Rate / 5,000-Gallons	\$48
Water Source – Missouri River, Mandan	

Schedule

Task	Dates
Study	Jun. 2023
Design	Oct. 2024
Bid	Nov. 2025
Construction	May 2026
Completion	Oct. 2028

Cost-Share Funding Summary

	Preconstruction	Construction	Total	Approved	Recommend
Noneligible Cost	\$1,056,243	\$14,300,370	\$15,356,613		
Eligible Cost - East	\$407,021	\$6,312,548	\$6,719,569		
Eligible Cost - West	\$63,356	\$9,237,431	\$9,300,787		
Total	\$1,526,620	\$29,850,349	\$31,376,969		
Cost Share 60% East (Construction Increase)	\$244,213	\$3,787,528	\$4,031,741	\$348,600 (4/13/23) \$2,613,245 (12/13/24) \$883,674 (4/10/25)	\$186,222
Cost Share 60% West (Construction)	\$38,014	\$5,542,459	\$5,580,473	\$38,014 (7/2/25)	\$5,542,459
Cost-Share 60% Total	\$282,227	\$9,329,987	\$9,612,214	\$3,883,533	\$5,728,681

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Mandan for additional state cost-share participation in the Memorial Highway Water Main project in the amount of \$5,728,681, or 60% of eligible costs, with total cost-share not to exceed \$9,612,214. This approval is contingent on available funding.

RH:jsp:ln/2050MAN



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Cost Participation and Maintenance Agreement for the ND 810 Microsurfacing Project.

STATEMENT/PURPOSE:

To consider and possibly approve a Cost Participation and Maintenance Agreement for the ND 810 Microsurfacing Project.

BACKGROUND/ALTERNATIVES:

The NDDOT had excess federal funds that needed to be obligated in 2024. The Bismarck District office identified a preventative maintenance project on the interstate through town. This project was attempted last summer, but was postponed and altered due to traffic complications. The microsurfacing project is the updated version, which should be able to be completed with less impact on traffic patterns.

Most of the work will be done on road segments that are classified as part of the "Interstate" system by the North Dakota Department of Transportation, which the City has no cost participation in. A small portion of the work will be done on North Dakota Highway 810, which is generally located between the Memorial and Expressway bridges. This segment of road is classified as part of the "Secondary Regional" system. For this class of road, the City has a 10% cost participation.

This project is set to be bid in April and would be completed this summer.

ATTACHMENTS:

1. ND810 CPM Agreement

FISCAL IMPACT:

The total estimated cost to the City for this project is \$27,938, which is 10% of the estimate included in the commission packet. The Finance department indicated that the

City would be able to pay for its share out of the 1% Sales Tax fund during the previous attempt at this project.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To enter into the cost participation and maintenance agreement, as presented.

SUGGESTED MOTION:

I move to enter into the cost participation and maintenance agreement, as presented.

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H. Urban Project Manager

DATE: 02/11/2026

SUBJECT: 38260084: NHU-1-810(036)000; (PCN 24745) CPM Agreement.

This is the CPM for North Dakota Highway 810 in Mandan for the Microsurfacing and pavement marking from Memorial Highway (I-94B) to the Expressway Bridge

If you have any questions, contact me at 701-787-6539.

38/ghp

Contract Routing:

Stacey Hanson;

Derek Pfeifer;

Nicole Lagasse;

Jarek Wingness;

City Attorney;

City Auditor;

City Mayor/ President of Commission;

George Palo;

Clint Morgenstern;

Chad Orn.

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Palo, George H.

Telephone: 701-787-6539

Notice to LPA: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for this award, please contact your NDDOT Program Manager.

Project No.NHU-1-810(036)000

PCN: 24745

Location: Mandan ND 810 from Memorial Hwy/I-94 to the Expressway Bridge

Type of Improvement: Microsurfacing and Pavement Marking

Point of Beginning: RP 0.000

Point of Ending: 0.863

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 10 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 10 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 10 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 10 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.



PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$279,379.00, with the LPA's estimated share being \$27,938.00.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Derek Pfeifer

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

SH

M

SIGNATURE

02/13/26

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 11-24



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-25



DESIGN DATA				
Traffic		Average Daily		
Current	2022	Pass: 44,135	Trucks: 2480	Total: 46,615
Preventive Maintenance				

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

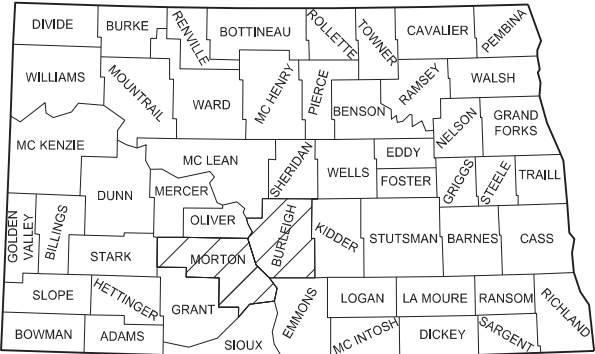
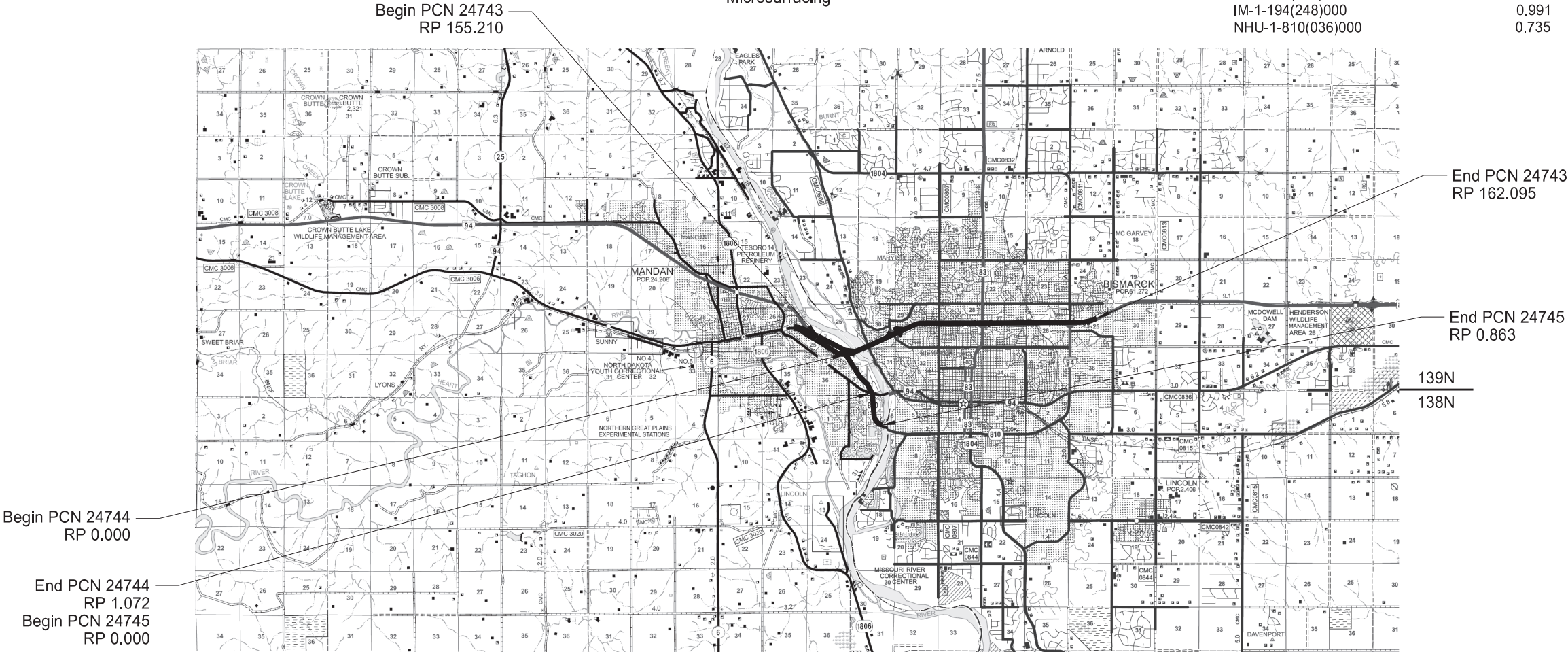
IM-1-094(252)155
IM-1-194(248)000
NHU-1-810(036)000

I-94; WEST MIDWAY TO E OF JCT US 83
HWY 194; JCT I-94 TO ND 810
ND 810; JCT HWY 194 TO EXPRESSWAY BRIDGE
Microsurfacing

	STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
	ND	IM-1-094(252)155	24743	1	1
		IM-1-194(248)000	24744		
		NHU-1-810(036)000	24745		

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
IM-1-094(252)155	6.260	6.885
IM-1-194(248)000	0.991	1.072
NHU-1-810(036)000	0.735	0.863



STATE COUNTY MAP

DESIGNER Dan Christenson
DESIGNER
DESIGNER

ND DEPARTMENT OF TRANSPORTATION
Bismarck District

larry gangl
01/20/26

NDDOT Bismarck District

REGISTERED PROFESSIONAL ENGINEER

DEAN A. SCHLOSS

PE-5550

DATE 01/20/26

NORTH DAKOTA

APPENDIX A

Funding Split for ND Highway 810 Mill and Overlay (I-94 B) to the Expressway Bridge

Project: NHU-1-810(036)000, PCN 24745

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate		Federal Funds	State Funds	Local Funds	Total
Construction and CE Cost	\$ 232,816	\$ 23,282	\$ 256,098					
PE Cost		\$ 23,282	\$ 23,282					
Totals	\$ 232,816	\$ 46,563	\$ 279,379		\$ 226,102	\$ 25,340	\$ 27,938	\$ 279,379

Local Government Division: February 10, 2026

These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Budget Transfer – Street Light Utility to Forestry Division

STATEMENT/PURPOSE:

Budget Transfer – Street Light Utility to Forestry Division

BACKGROUND/ALTERNATIVES:

Staff is requesting approval to transfer funds from the Street Light Utility budget to the Forestry Division to support tree trimming activities necessary to maintain proper clearance around street lights. Overgrown trees can obstruct lighting, reducing visibility and creating safety concerns for motorists and pedestrians. Proactive trimming ensures adequate illumination, improves public safety, and helps maintain the effectiveness of the City's street lighting system.

ATTACHMENTS:

None

FISCAL IMPACT:

Approve a budget transfer in the amount of \$90,000.00 from the Street Light Utility Fund (630.630) to the Forestry Division (100.151.52110) to be used for tree trimming and related maintenance activities.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of the budget transfer as presented.

SUGGESTED MOTION:

I move to approve the budget transfer of the budget transfer as presented.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 1, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider State Water Commission application for a Raw Water Intake study

STATEMENT/PURPOSE:

To consider authorizing City Staff and consultants to submit a State Water Commission (SWC) Cost-Share application for consideration of study costs related to the Raw Water Intake Phase III Project

BACKGROUND/ALTERNATIVES:

The Raw Water Intake project is nearing completion. The City began using the new intake in August 2023 and the Mandan Marathon Refinery (MPC) began using their portion of the intake in April 2024.

As remaining items were being completed, the river channel shifted and the site is experiencing a buildup of sand. While the current intake site was selected using historical and survey data collected over the past several years, sand accumulation patterns have shifted unexpectedly. This study includes additional data gathering, building and developing river model scenarios, and evaluating potential intake modifications or improvements to improve resiliency.

Study costs are estimated to be \$225,00 with the anticipated funding breakout in the following table. Study costs are eligible for SWC Cost-Share participation and can be submitted for consideration at the June 9, 2026, SWC Meeting. The SWC requires all requests be submitted 45 days prior or April 25, 2026.

<u>Phase</u>	<u>Total Anticipated Cost</u>	<u>SWC Cost-Share</u>	<u>Local Share</u>
Study	\$225,000	\$135,000	\$90,000

ATTACHMENTS:

None

FISCAL IMPACT:

There are no fiscal impacts associated with applying for SWC Cost-Share. If approved, a Task Order will be presented for consideration at a future meeting. City Staff recommend applying for study phase cost-share funding.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To authorize City Staff to submit RWI Phase III Project study costs for State Water Commission Cost-Share consideration.

SUGGESTED MOTION:

I move to authorize City Staff to submit RWI Phase III Project study costs for State Water Commission Cost-Share consideration.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 2, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Budget Transfer from Planning to Administration

STATEMENT/PURPOSE:

To consider a budget transfer of unspent salary and benefit funds related to the assistant planner position to administration related to office movement.

BACKGROUND/ALTERNATIVES:

Currently, the Assessing and Building Inspection departments share space in the former Morton County Library space. The area is currently very busy and compact with the number of employees. The Assessing Department is adding staff and there is simply not enough physical space for the additional people.

In order to make accommodations, and to ensure the public has access to the Assessing and Building department, folks are proposing moving the Administrator, Business Development & Communications Director and Communication Specialist office areas to the 2nd floor of City Hall. These three positions have minimal walk in traffic and most is done via appointments. The Building Inspection Department would move into the area currently occupied by those three positions. The current administrators office would become home to the two building inspectors. The building Official and Permit technician would be housed in the current Business Development & Communications Director office and the Communication Specialist's office.

In order to enable this move, there are issues that need to be addressed on the 2nd floor. Items such as heating and cooling controls, window replacement, lighting, painting, plumbing, office furniture and some incidentals. We have window replacement and painting bids, along with discussions with an electrician and plumber on needed improvements. The total so far is approximately \$58,000 and we would ask for an additional \$7,000 for those unexpected items in order to effectuate this move for a total ask of \$65,000.

ATTACHMENTS:

None

FISCAL IMPACT:

To transfer unspent funds from Assistant Planner position to the Administration department of \$65,000. There is no budgetary increase due to this request.

STAFF IMPACT:

Staff will be spending time moving and coordinating this relocation.

LEGAL REVIEW:

Submitted via this Agenda Doc.

RECOMMENDATION:

I recommend a budgetary transfer of unspent funds from Assistant Planner position to the Administration department of \$65,000.

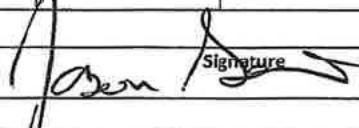
SUGGESTED MOTION:

I move to transfer unspent funds from the Assistant Planner position to the Administration department of \$65,000.

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

Engineer/Surveyor			Property Owner or Applicant		
Name Swenson Hagen & Co			Name Jason Seibel/Dakota Mini Storage		
Address [REDACTED]			Address [REDACTED]		
City Bismarck	State ND	Zip 58504	City Mandan	State ND	Zip 58554
[REDACTED] email			[REDACTED] email		
Phone [REDACTED]		Fax [REDACTED]	Phone [REDACTED]		Fax [REDACTED]
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒ City	ETA	☐ New	☐ Addition	CC		Seibel Shops	
Property Address					Legal Description		
902 Missouri Dr NE					Lot 1 Block 1		
Current Use					Seibel Subdivision		
Vacant							
Proposed Use							
Storage Units/Shop Condos					Section 26	Township 139	Range 81
Parcel Size 2.34	Building Footprint varies	Stories 1	Building SF varies	Required Parking tbd	Provided Parking		

Print Name Jason Seibel	Signature 	Date 1/14/26
----------------------------	--	------------------------

Office Use Only			
Date Received:	Initials: ym	Fees Paid: \$ 450	Date 1-15-2026
Notice in paper		Mailed to neighbors	P&Z meeting
☐ Approved	Approved with conditions:		
☐ Denied			

Additional Submittals

Conditional-Special Use Permit

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

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

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

The proposed shops will follow the city of Mandan's requirements for the Gateway Overlay District. The properties to the north, west, & east are vacant. The property to the south is developed as a storage unit facility.

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

The majority of the project will be storage units, with a small number of shops for personal use. We do not anticipate any incompatible uses with the neighborhood.

- c. Will the hours of operation of the proposed use be different than the adjacent uses?

No. The surrounding uses are either identical or vacant.

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

No. The use will follow the gateway overlay district requirements and will be similar to the adjacent uses.

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

Yes. Parallel parking will be provided for the storage units, and the shops will have sufficient spaces for their uses.

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

No.

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



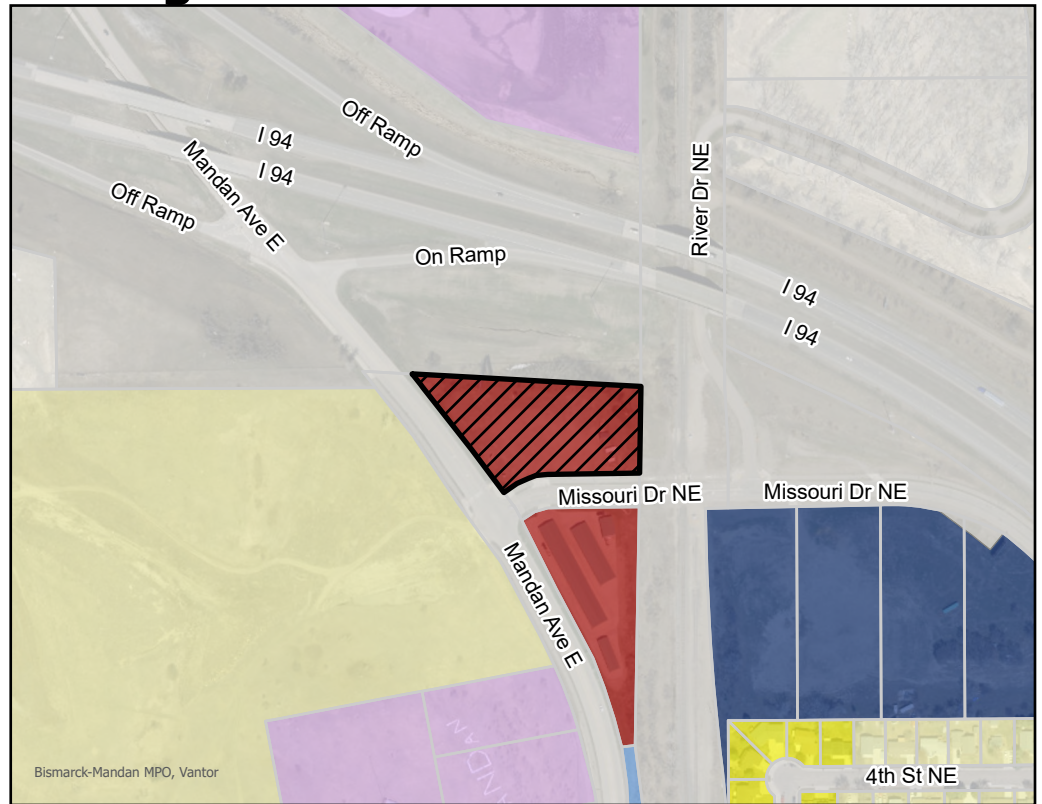
Zoning and Future Land Use Reference Map

L1 Seibel Subdivision

Zoning Map Key

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

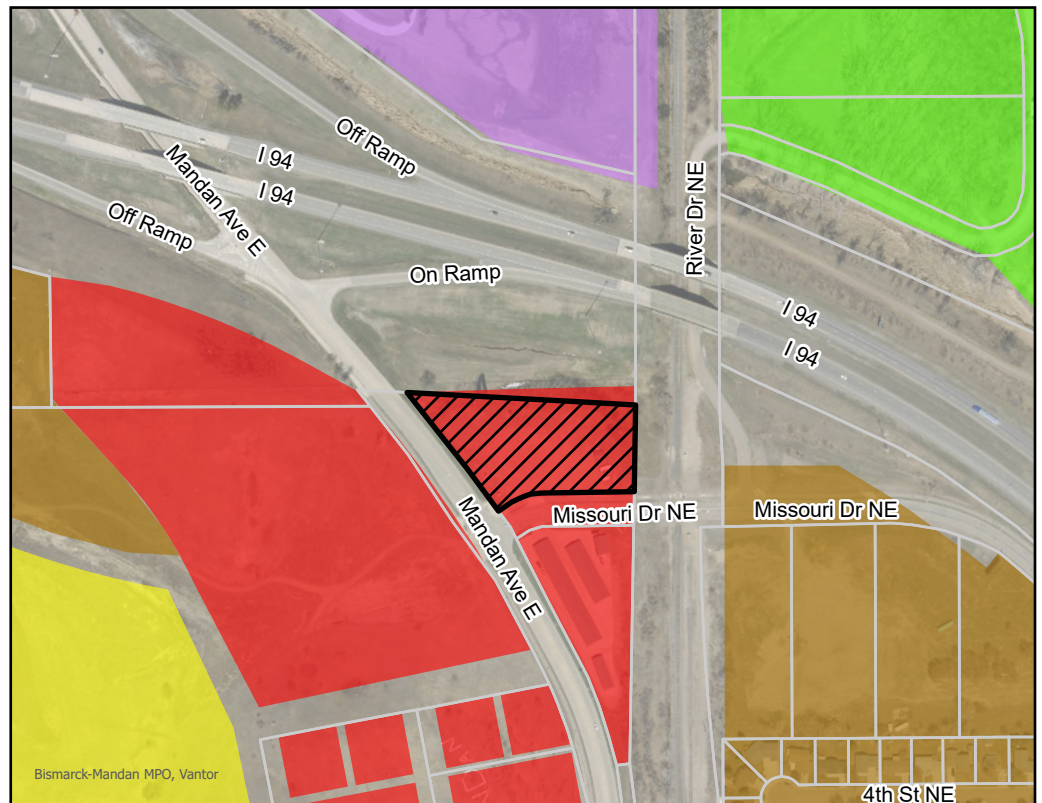
Zoning



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 |



0 0.07 0.15 0.3 Miles

SPECIAL USE PERMIT EXHIBIT
LOT 1 BLOCK 1 SEIBEL SUBDIVISION





City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 19, 2026
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Growth Fund recommendation on additional business assistance for Memorial Highway during construction

STATEMENT/PURPOSE:

To consider a Growth Fund recommendation to allocate additional dollars to the Mandan Progress Organization (MPO) for business assistance for Memorial Highway during construction.

BACKGROUND/ALTERNATIVES:

The Mandan Growth Fund (MGF) Committee met on March 11, 2026. Agenda item included a presentation from the Mandan Progress Organization (MPO) of the Memorial Highway Gift Card Program's 2025 Report, as well as recommendations for 2026.

The MPO presented a proposal for business assistance to the MGF at its Feb. 22, 2025 meeting. The proposal included a Memorial Highway gift card program that would allow locals to purchase a digital gift card for face value and have 25% of that purchase matched by funds allocated from the MGF. The program's funding structure includes \$40,000 in the gift card incentive program and \$10,000 dedicated to marketing and outreach efforts.

Recommendations for 2026 include authorizing \$7,000 from the existing \$40,000 funds to cover the buyer's eDelivery fee when purchasing a Memorial Highway gift card, as well as an additional \$5,000 to use towards marketing and outreach efforts on this change.

ATTACHMENTS:

1. Memorial Card Report 2025

FISCAL IMPACT:

The Growth Fund has a cash balance of \$73,245.74 for economic development as of March 31, 2026. The request is for \$5,000.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

The MGF voted 8-0 (1 absent) to recommend approval of an additional \$5,000 be allocated to the MPO for marketing and outreach efforts to communicate covering the buyer's eDelivery fees.

SUGGESTED MOTION:

I move to approve an additional \$5,000 to be allocated to the MPO for marketing and outreach efforts to communicate covering the buyer's eDelivery fees.

THE MEMORIAL CARD



VISIT
MANDAN
WHERE THE WEST BEGINS

GROWTH REPORT 2025 - 2026

LEAD LOCATIONS

21 LOCATIONS IN THE PROGRAM

JUNE 2025 – JANUARY 31, 2026

Doll's Studio	\$5,210.24
Big O Tires	\$2,790.96
Keller Hearth and Home	\$2,530.00
Extreme Sales	\$1,623.59
Schwan Buick	\$1,597.25
Aces Nails and Spa	\$1,255
Krolls Diner	\$878.33
Open Water Marine	\$624.36
Action Motor Sports	\$401.41
Tri-Energy Cooperative	\$391.43
Rare Bird Records	\$340.98
Dickey's BBQ Pit	\$284.63
Classic Rock Coffee	\$180.97
Cali Burritos Mandan LLC	\$169.07
Grand Junction Subs	\$46.34
Safe Ship	\$29.20
Subway Mandan	\$7.20

2025 SUMMARY

JUNE 2025 – DECEMBER 31, 2025

Total Purchased	\$15,240
Matching Gifts Issued	\$3,810
Matching Gifts Redeemed	\$3,390
Remaining to Spend	\$145
Expired	\$275

2026 SUMMARY

JANUARY 1 – JANUARY 31, 2026

Total Purchased	\$4,020
Matching Gifts Issued	\$1,005
Matching Gifts Redeemed	\$653.59
Remaining to Spend	\$351.41
Expired	\$0

E-DELIVERY FEES STATISTICS

JUNE 1 2025 – JANUARY 31, 2026

Total Fees Paid By Customers

\$1,037

Fees Paid in 2025

\$824

Fees Paid in 2026

\$213

Percent of Purchased
Dollars Spent Towards
E-Delivery Fees

5.38%



REDEMPTION STATISTICS

JUNE 1 2025 – JANUARY 31, 2026

Total Redemption Rate of All Gifts

78%

Redemption Rate of
Purchased Gifts
in 2025

88%

Redemption Rate of
Purchased Gifts
in 2026

42%

Redemption Rate of
Matched Gifts
in 2025

77%

Redemption Rate of
Matched Gifts
in 2026

50%

MARKETING STATISTICS

JUNE 1 2025 – JANUARY 31, 2026

Social Media Views

Across 14 posts

19,273



TV Advertising Invested

\$5,000

Sponsored by KFYZ-TV

\$15,000

Website Page Views

2,780

Print Advertising Invested

\$500

100 Table Tents Total.
Cashier Guides to each
participating business.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 19, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Engineering service agreement with HDR for construction oversight

STATEMENT/PURPOSE:

To consider and possibly amend an engineering service agreement with HDR for construction services related to the underground reconstruction of Memorial Highway

BACKGROUND/ALTERNATIVES:

The North Dakota Department of Transportation (NDDOT) is reconstructing Memorial Highway from Main Street to 46th Avenue in Mandan. This scope and fee outlines construction engineering services (CE) for the west portion of the project from Main Street to 32nd Avenue, PCN 23278. CE includes oversight of City utility construction (water and sanitary sewer) and outreach services to support the City in informing area businesses and residents. Additionally, CE includes site design for a welcome feature near the First Community Credit Union adjacent to the Interstate 194 ramp and Memorial Highway northwest of 46th Avenue.

ATTACHMENTS:

1. Amendment - Owner-Engineer Agreement_MemorialHwy_CityUtilities_2026&2027

FISCAL IMPACT:

The fee estimate will be increased by \$1,628,480.00 for the additional scope of services. The total contract amount will increase from \$2,431,883.00 to \$4,060,363.00. Some of these costs are eligible for State Water Commission funding, the remaining local costs will be included in the project assessment district.

STAFF IMPACT:

Staff will spend time working alongside HDR and AE2S.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the amendment to the engineering service agreement with HDR for construction oversight.

SUGGESTED MOTION:

I move to approve the amendment to the engineering service agreement with HDR for construction oversight.

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 16, 2019 to perform engineering services for Memorial Highway – City Utilities ("Project");

CITY OF MANDAN desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY OF MANDAN do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Additional scope of services for final design activities included in Exhibit A.

The not to exceed fee estimate will be increased \$1,628,480.00 for the additional scope of services. The total contract amount will increase from \$2,431,883.00 to \$4,060,363.00 and if desired by the OWNER can be amended as necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF MANDAN ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

March 2026

City of Mandan PROJECT SCOPE OF SERVICES – Amendment 6 HDR Engineering, Inc.

PROJECT OVERVIEW

The North Dakota Department of Transportation (NDDOT) is proposing to reconstruct Memorial Highway from Main Street to 46th Avenue in Mandan (the Project). This scope and fee outlines construction engineering services (CE) for the west portion of the project from Main Street to 32nd Avenue, PCN 23278. CE includes oversight of City utility construction (water and sanitary sewer) and outreach services to support the City in informing area businesses and residents. Additionally, CE includes site design for a welcome feature near the First Community Credit Union adjacent to the Interstate 194 ramp and Memorial Highway northwest of 46th Avenue.

SCOPE OF SERVICES TO BE PERFORMED:

Task 100 – Project Administration

101 Project Staff Meetings

HDR's project manager will monitor project milestones and conduct staff meetings as needed to coordinate with project staff and to discuss work plan. The project scope and budget will be tracked and City of Mandan will be notified of potential changes.

102 Coordination with the City of Mandan

Coordination will take place with City of Mandan staff throughout the project. Communications methods may include in person meetings, phone calls and e-mails. Meeting minutes will be prepared and distributed to meeting attendees. Assist the City with project cost updates for financial planning.

Key Understandings and Assumptions:

- Monthly project cost updates.
- Project scope includes services from April 2026 to November 30, 2027.

103 QC/QA Reviews

QC/QA reviews will be conducted in accordance with an agreed upon Project QC/QA plan

Key Understandings and Assumptions:

- Each deliverable will have up to one hour of review.
- Reviews will be conducted concurrently by both City of Mandan staff and NDDOT to streamline the review process and keep the submission of final deliverables timely.
- Where possible and as mutually decided upon by the City of Mandan and HDR, reviews of different deliverables (e.g., web updates and newsletter content) will be conducted concurrently to streamline the review process and keep the submission of final deliverables timely.

104 Progress Reporting and Invoicing

HDR will prepare and submit monthly progress reports and invoices to City of Mandan.

Deliverables

- Progress Reports
- Invoices

Task 200 – 900 included in previous scope of services

Task 1000 – Construction Engineering Services

Subconsultant: Advanced Engineering & Environmental Services, LLC

See Attached Scope of Services

Task 1100 – Public Outreach Services

1101 Project Communication Protocols

HDR will develop a communications plan to serve as the roadmap for outreach and education. This plan will include contact information for NDDOT Bismarck District construction staff, NDDOT Communication staff, City of Mandan staff, and supporting contacts. The goal of the plan will be to provide communication hierarchy and a flow chart to guide disseminating project information.

1102 Project Website Updates

HDR will provide content for up to twelve (12) web updates and design up to twelve (12) graphics to be published on the City’s website. Content for updates will be provided, at most, once every two weeks during construction season assuming an end date of November 2027 unless a longer timeframe, based on ongoing construction, is mutually agreed upon.

The content will cover information related to the existing construction progress including, but not limited to the planned construction schedule, the contractor, and subcontractors working on this project, descriptions of construction activities, equipment working, and interviews with project personnel, community leaders and the general public.

Key Understandings and Assumptions:

- The City of Mandan will maintain and post updates to the City’s website.
- HDR will not be responsible for designing, developing, hosting, or management of a project website.

1103 Monthly Newsletter Content

HDR intends to provide content for up to 16 newsletters by the 20th of the month during construction season, assuming an end date of November 2027 unless a longer timeframe, based on ongoing construction, is mutually agreed upon.

The content will cover information related to the existing construction progress including, but not limited to the planned construction schedule, the contractor, and subcontractors working on this project, descriptions of construction activities, equipment working, and interviews with project personnel, community leaders and the general public.

Key Understandings and Assumptions:

- The City of Mandan will mail the newsletter to residents and distribute the newsletter via email to those who have signed up to receive it.

- HDR intends to submit newsletter content to the client by the 15th of the month to allow for review and revisions. The final content will be approved by the 18th to prepare the newsletter for publication on the 20th of the month.

1104 Project Flyer and Business Card

Project Flyer: HDR will design and produce up to two (2) informational flyers to direct residents to the project website for up-to-date construction updates and relevant information. The flyer will include a clear, visible QR code that, when scanned, will direct users to the project page on the City of Mandan's website where they can access the important details pertaining to the construction progress, schedule, and updates. HDR will work closely with the City of Mandan's Business Development & Communications Department provide content that is accurate and aligns with the City's messaging strategy.

Business Card: HDR will design up to one (1) business card to provide contact information to residents with questions or concerns related to the construction process. The card will feature the contact information of designated project contacts who are available to answer inquiries or resolve issues regarding the project. The design will be user-friendly, so residents have clear, quick access to the appropriate contact for specific project-related questions or concerns. The business card design will be reviewed and approved by the City of Mandan's Business Development & Communications Department prior to printing.

Key Understandings and Assumptions:

- The City of Mandan will be responsible for printing and distributing the flyers and business cards. HDR will provide the necessary design files in the appropriate formats (e.g., JPEG, PNG, or PDF) for printing.

1105 Social Media and Text Updates

Social Media: HDR will coordinate with the City of Mandan's Business Development & Communications Department to develop a social media content calendar/schedule. Project specific accounts will not be created. Content will be prepared and provided to the City of Mandan's Business Development & Communications Department for publishing at their discretion on their existing accounts. Content will be developed to fit the intended use. HDR will provide content for up to ten (10) social media posts and design up to ten (10) graphics. Up to one (1) social media post will be provided every other month during construction season assuming an end date of November 2027 unless a longer timeframe, based on ongoing construction, is mutually agreed upon. The City of Mandan may choose to post materials to multiple social media channels.

The content will cover information related to the existing construction progress including, but not limited to the planned construction schedule, the contractor, and subcontractors working on this project, descriptions of construction activities, equipment working, and interviews with project personnel, community leaders and the general public.

Key Understandings and Assumptions:

- The City of Mandan and the contractor will provide regular imagery, including but not limited to ground and drone imagery, video and audio soundbites, and panoramic video from the construction site to document progress and update the public. HDR will provide instruction on specific needs for communication channels.

- The City of Mandan will be responsible for long-term video hosting and distribution on their website, video platform(s) and social media channel(s).
- The City of Mandan will be the primary decision-maker on the final content and timing of text updates. HDR will provide content drafts and recommendations, but the City will have final approval before distribution.

1106 Corridor Visualization

HDR will produce up to one (1) photorealistic photo composite to visually represent the Memorial Highway project. The visualization will showcase a before-and-after perspective, aiding the public in understanding the potential impact and changes resulting from the project. HDR will coordinate with the City of Mandan to develop copy for the final deliverable, such as titles, callouts, descriptive text, or annotations.

Key Understandings and Assumptions:

- HDR will utilize model files that outline the area to be built and captured for the Memorial Highway project.
- HDR will use high-quality aerial photographs for the photo composition process.
- The final photorealistic image will be delivered in the requested file format (JPG, PNG, PDF, or other preferred format).
- This deliverable includes two rounds of reviews and updates. Further reviews or updates beyond these two rounds may incur additional costs.

1107 Public Information Meeting

HDR will assist with up to two (2) public information meetings for anticipated construction associated with Phase 2 in 2026 and 2027. HDR will coordinate with the City of Mandan and NDDOT to develop meeting materials and staff the meetings.

Key Understandings and Assumptions:

- HDR will provide up to three (3) staff for the meeting, meeting set up and tear down.
- Public meeting time is typically 4 to 7 p.m. with up to two (2) hours for set up and up to one (1) hour for tear down.
- HDR will provide up to four (4) 24" x 36" boards for meeting content.
- HDR will coordinate with the City and NDDOT on meeting content such as PowerPoint slides for FAQs and project background, a handout, and other meeting materials (e.g., sign-in sheet, directional signage, station markers, and sandwich board).
- HDR will not prepare meeting summaries unless specifically requested and approved by the City and NDDOT.
- City staff will be present at the meeting to discuss assessments.

1108 Surveys

HDR will assist with up to four (4) surveys to gather input from business owners and residents about constructions communications associated with Phase 1 and Phase 2 activities in 2026 and 2027.

Key Understandings and Assumptions:

- HDR will draft up to 10 (questions) per survey. Each survey includes up to one (1) round of review and revision by the City.

- HDR will prepare and deliver one (1) summary report per survey following survey closure, documenting response metrics and key findings.
- The City of Mandan will be responsible for distributing survey links via the project website and the City's official social media channels.
- HDR will use an enterprise account Jotform to create, manage, and distribute online surveys/forms. Data gathered through each survey/form is hosted by Jotform and subject to the Terms of Service agreed upon between Jotform and HDR as part of an Enterprise license. Data gathered through the survey/form is hosted by Jotform on a dedicated server.

Task 1200 – Welcome Feature Site Design

This task includes preparation of design documents for the site design of a new welcome feature, which may consist of a sign and plaza, located on the east end of Memorial Highway. In addition to the sign element itself, site improvements associated with the plaza could include retaining or screen walls, site furnishings, specialty pavement areas, decorative lighting, and native landscaping.

The work effort will be broken into two phases: Concept Design & Final Design. Concept Design will entail the development of illustrative drawings that capture the vision of the proposed improvements graphically. The final Concept Design drawings will include an illustrative plan of the site with informative callouts, and 2-3 photo-realistic perspective renderings of the sign and plaza feature. These final graphics will be developed via an iterative process between representatives from the City of Mandan (City) and the HDR Team. Final Design will involve the preparation of 100% Construction Documents, including drawings, technical specifications, and an Opinion of Probable Costs (OPC), for the welcome feature.

CONCEPT DESIGN

1201 Data Collection and Review

Relevant information and data needed for the design effort (i.e. digital files of the topographical survey of the site, proposed roadway improvement plans, etc.) will be collected and provided to the HDR Team. This task also includes a cursory inventory/analysis of existing infrastructure/utilities in order to provide the design team with a greater understanding of the site and its capacity to support the proposed feature.

1202 Base Mapping

The HDR Team will create a site base map of the project site utilizing the data collected during the previous task. This may be utilized during the ensuing tasks.

1203 Visioning Meeting

The HDR Team will lead a virtual meeting with City representatives. Topics to be discussed will include site opportunities and constraints, expectations for the proposed improvements, as well as the City's overarching vision for the project.

1204 Concept Plan Development

The HDR Team will develop up to three (3) site plan concepts for the sign and plaza feature during an internal design workshop. The concepts will be produced with hand-drawn linework and digitally rendered.

The HDR Team will present the concepts to City representatives during a virtual meeting. Feedback from this meeting will inform the development of a preferred concept plan, which would include the favored design elements of one or multiple of the initial plans.

1205 Plan Refinement

The preferred concept plan will be refined by the HDR Team based on comments from the previous meeting (Task 1204). The plan will be drafted in CAD and the graphic updated using the digital rendering software.

1206 Photo-realistic Perspective Renderings

Once the preferred concept plan is finalized, 2-3 photo-realistic digital renderings will be developed by the HDR Team. The renderings will focus on aesthetics of the sign (with both a daytime & nighttime perspective included), the activity envisioned within the proposed plaza, and the surrounding site improvements.

1207 Draft Graphics Review and Revisions

The HDR Team will submit DRAFT versions of the concept plan and perspectives to the City for review and comments. The Team will incorporate revisions based on these comments into the final concept graphics.

1208 Final Concept Design Graphics

The HDR Team will deliver the FINAL Concept Plan (with informative callouts) and Perspective Renderings to the City. These final graphics will be delivered as high-quality source files appropriate for large-scale printing, as well as image files (jpg and pdf) suitable for future use as well as reference during Phase Two of the work.

FINAL DESIGN

1209 Design Development (60%)

Based on the preferences and design features confirmed with the Concept Design for the site, the HDR Team will develop a set of Design Development (DD) drawings. The drawings will be advanced as 60%-complete construction documents, wherein construction materials will be identified, the extents of construction will be established, primary dimensions of elements will be provided, and associated materials will be described. The Team will be responsible for the following drawing/sheet sets:

- Site Demolition / Removals Plan
- Stormwater Pollution Prevention Plan (SWPPP) & Details
- Site Grading & Drainage Plans
- Site Layout Plan & Profiles
- Site Feature & Materials Plans
- Site Electrical / Lighting Plans & Details
- Site Planting Plans
- Site Details

The HDR Team will also begin compiling and refining technical specifications for the site projects. For the 60% submittal (see Task 1204), the Team will develop a table of contents for the applicable sections of specifications described in the format of the Construction

Specification Institute (CSI). HDR will also begin to assist the client with the application processes associated with the NPDES Construction Stormwater and City of Mandan Grading Permits. Permit related signatures and/or fees will be the responsibility of the City.

Using the 60% DD drawings as reference, the HDR Team will provide a preliminary Opinion of Probable Costs (OPC) for improvements included with the sign and plaza project. Costs will be broken down by design feature/element to allow the City a better understanding of impacts related to specific items as well as the overall project.

The HDR Team will package and submit digitally the Design Development drawings, specifications table of contents, and preliminary OPC to the City for review and comment.

1210 Review Meeting & Revisions

The HDR Team will participate in a virtual meeting with the City to review the submitted Design Development documents. Based on comments and feedback received at the meeting, the Team will revise the documents and OPC accordingly.

1211 Construction Documents - 95% Submittal

The HDR Team will continue to advance the approved Design Development drawings and technical specifications following the City review meeting. The Team will prepare construction drawings to a 95%-completion level. Draft technical specifications will also be produced. Both sets of documents will be packaged and submitted to the City for review and comment. The City will provide feedback and markups to the HDR Team during a virtual meeting for final refinement.

Based on refinements made to the preliminary OPC, the HDR Team will develop the final Opinion of Probable Costs. The costs will reflect the level of design document in the 95% Documents with the assumption that they will be representative of design projects as shown in the final 100% Construction Documents (Task 1208).

1212 Final Construction Plan Package Submittal

The HDR Team will advance and revise the construction documents based upon the comments received from the 95% submittal. Once comments have been addressed and design features refined completely, the Final (100%) Construction Documents will be produced and submitted to the Owner for their use into implementation. Once the 100% final plans are completed, HDR will assist the City in finalizing the NPDES, and City of Mandan Permit processes. The City will be the permittee for each of these permits. It is assumed that the City or contractor will pay for permits.

Key Understandings & Assumptions:

- Roadway design files and survey will be provided, but are not limited to the following:
 - Full topographic survey of the sign and plaza site in digital AutoCAD format. Existing easements are assumed to be included in the existing topo and that copies of the Title Search documentation will also be provided to HDR for reference.

- Digital linework for the Memorial Highway improvements project that includes alignment of the roadway, extents of pavement, and limits of disturbance adjacent to the sign and plaza site.
- Geotechnical / Soils Report associated with the site.
- Environmental Assessments or reports associated with the site.
- This Scope does not include time associated with the City of Mandan’s Development Review process outside of the efforts included in the tasks above. If there are additional steps identified by the City that would require support from the HDR Team, then an amendment to the existing Agreement will be prepared to cover the additional services.
- HDR will not obtain permits or be submitting permits on behalf of City. Environmental review and permitting are not included in this Scope of Work. HDR will provide assistance (e.g. provide design plans, help client fill out application forms) to client for obtaining the NPDES Construction Stormwater and City of Mandan permits. HDR will not be a signatory on nor pay for associated project permits.
- Opinions of Probable Costs (OPCs) are estimates of the costs to construct the site improvements associated with the project as documented. These are meant for general reference only, as contractor-developed estimates submitted during bidding will be different.
- Construction services including bidding assistance and construction administration are not included in this scope of services.

PROJECT SCHEDULE

HDR will schedule activities and work to meet the milestone dates listed below.

ACTIVITY	PROJECTED END DATE
Construction to commence in April 2026 and be completed in November 2027 along Memorial Highway.	11/30/2027
Welcome Feature Bid Letting and Approval	2/28/2027



HDR Engineering, Inc.
2026 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	310
Project Manager 7	290
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	290
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	230
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	150
CADD/GIS Technician 3	135
CADD/GIS Technician 2	120
CADD/GIS Technician 1	110
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105
Right of Way 5	195
Right of Way 4	180
Right of Way 3	155
Right of Way 2	135
Right of Way 1	120
Right of Way Coordinator	115

Billing Title	Billing Rate
Environmental/Hydrologist/Geologist 8	240
Environmental/Hydrologist/Geologist 7	225
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Economist 4	220
Economist 3	190
Economist 2	160
Economist 1	130
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 6	260
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Commercial Mgmt/Project Controls 6	310
Commercial Mgmt/Project Controls 5	280
Commercial Mgmt/Project Controls 4	250
Commercial Mgmt/Project Controls 3	220
Commercial Mgmt/Project Controls 2	190
Commercial Mgmt/Project Controls 1	160
Project Controller	150
Project Accountant	120
Project Assistant	115
Admin Assistant	85



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile



March 26, 2026

HDR Engineering, Inc
Craig Mizera, PE
Vice President, Transportation Section Manager
3231 Greensboro Dr, Suite 200
Bismarck, ND 58503

**Re: Memorial Highway Reconstruction
City Water & Sewer Construction Support – Phases I & II
Scope of Work and Fee Estimate**

Dear Mr. Mizera

Advanced Engineering and Environmental Services, LLC (Subconsultant) thanks you for the opportunity to submit this scope of services to HDR Engineering, Inc. (Engineer) for the City of Mandan (Owner) water and sewer final improvements for the Memorial Highway Reconstruction Project (Project).

Proposed Scope of Services

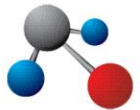
Subconsultant will perform the following tasks for Construction Support Services.

1. Project Management

- a. Subconsultant services will consist of:
 - i. Internal and external team management,
 - ii. Schedule and budget management,
 - iii. Coordination between City, Engineer, DOT, and Contractors.

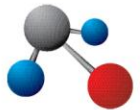
2. Construction Administration

- a. General Administration of Construction Contract: Consult with Owner and Engineer and act as Engineer's representative as provided in this scope and the Construction Contract.
- b. Review Shop Drawings. For the scope of this project, it was assumed that up to 10 shop drawing submittals will be prepared and submitted by the Contractor.
- c. Attend progress and coordination meetings: 50 meetings are included.
- d. Provide installed quantities through CARS for utilities. It is assumed this will be done on a weekly basis. As requested, review Contractor Payment requests.
- e. Contractor Schedules and Proposed Work Phasing: Review to the criteria of the Construction Contract, determine the acceptability of schedules that Contractor is



required to submit, including the progress schedule, or changes in project phasing. Advise DOT of the Subconsultant's comments or acceptance of schedules or changes in Phasing Plans.

- f. Review Change Order requests and consult with City and DOT on the validity and need for any Change Orders.
- g. Review third party Testing results and report results to Owner.
- h. Clarifications and Interpretations: Accept from Contractor and Engineer submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- i. Field Orders: Subject to any limitations in the Construction Contract Documents, Subconsultant may support the DOT in preparation of Field Orders requiring minor changes in the Work.
- j. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate.
- k. Change Proposals and Claims
 - i. Review and respond to Change Proposals. Provide information or data to City and DOT regarding matters pertaining to Claims.
- l. Subconsultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Subconsultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Subconsultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Engineer and such contractor. Subconsultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Subconsultant's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Subconsultant.



3. Construction Observation

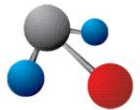
- a. Provide Resident Project Representative (RPR) services to observe whether construction is in accordance with the contract documents. RPR services are generally considered part-time: the field time required is variable and can depend on the Contractor's ability to consistently perform in accordance with the contract documents.
 - i. Other duties and limitations as outlined in Exhibit A.
- b. In connection with observations of Contractor's Work while it is in progress: Make visits to the Site at intervals appropriate to the various stages of the Work to observe the progress of Contractor's executed Work. Such visits and observations by Subconsultant, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Subconsultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Subconsultant's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Subconsultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Subconsultant shall keep Owner informed of the progress of the Work.

4. Funding Assistance

- a. Coordination with the State Water Commission and City for the submission of construction cost share applications for the East and West water main replacements.
- b. Prepare and submit Construction reimbursement requests on behalf of the City.

5. Commissioning

- a. Instrumentation and Controls Support for three lift stations including:
 - i. PLC Programming
 - ii. Integration with the existing SCADA System
 - iii. Startup Support
 - iv. Controls System Shop Drawing Review



6. Project Close-out/Post-Construction

- a. Visit the site to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair any damage to the Site, and assist with consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- b. Provide field documentation to City and DOT including field notes, sketches, and other pertinent records.
- c. Coordinate with City and DOT for closeout of project, including City utility documentation necessary to support substantial and final completion.
- d. City GIS Update: provide city with applicable field records, pictures, and survey shots for City to update their GIS based on installed infrastructure.
 - i. Field Survey will be limited to Manhole lids, storm inlet grates, curb stops and gate valves.
 - ii. Provide updated files of water/sewer/storm utilities for City to upload into their GIS.
 - iii. Work with City GIS team to implement changes.

Fee & Performance Schedule

Proposed Fee:

Subconsultant proposes a fee of \$1,170,000.00 for services associated with the above-described scope of work. We propose completing this scope of work utilizing standard hourly rates. This fee assumes all underground work will be completed in the 2026-2027 construction seasons.

Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

AE2S

Jasper Klein, PE
Senior Project Manager

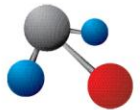


EXHIBIT A—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

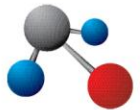
ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

1.01 Resident Project Representative

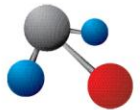
- A. Subconsultant shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Subconsultant's representative at the Site, will act as directed by and under the supervision of Subconsultant, and will confer with Subconsultant regarding RPR's actions.
- B. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Subconsultant shall endeavor to identify defects and deficiencies in the Work. However, Subconsultant shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Subconsultant (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Subconsultant (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Subconsultant.
 - 2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. Liaison
 - a. Serve as Subconsultant's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.



- b. Assist Subconsultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Subconsultant. Transmit Subconsultant's response (if any) to such suggestions to Contractor.
- 5. Review of Work; Defective Work
 - a. Report to Subconsultant whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Subconsultant of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Subconsultant for addressing such Work.
 - c. Advise Subconsultant of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 6. Inspections, Tests, and System Start-ups
 - a. Consult with Subconsultant in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Subconsultant appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by contract documents.
 - e. Nothing in this Agreement will be construed to require RPR to conduct inspections.
- 7. Records
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders,



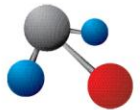
Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Subconsultant.

- b. Maintain records for use in preparing Project documentation.
 - c. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
8. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Subconsultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
9. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Subconsultant for review and forwarding to Owner prior to payment for that part of the Work.
10. Completion
- a. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Subconsultant concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Subconsultant's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.



6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Subconsultant.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Engineering Service Agreement with KLJ for construction oversight for SID 236

STATEMENT/PURPOSE:

To consider and possibly enter into an Engineering Service Agreement with KLJ to perform construction oversight on phase I of the 1st Street Improvement project

BACKGROUND/ALTERNATIVES:

This project will reconstruct 1st Street NW between 6th Ave NW and 4th Ave NW. The improvements include a new water main, new sanitary sewer, new storm sewer and concrete pavement. The commission recently awarded the bid for this project to Siteworx at the March 17th Commission meeting. Construction will begin in April and will continue throughout the summer and fall.

This engineering service agreement with KLJ will provide construction oversight throughout the entire project, a resident project representative, survey and as-built work. KLJ will help the City communicate closure and shut-off to impacted properties along the corridor.

ATTACHMENTS:

1. Construction Oversight Amendment Scope
2. Construction Oversight Amendment Fee

FISCAL IMPACT:

All costs for the engineering service will be assessed back to benefiting parcels.

STAFF IMPACT:

Staff will spend time coordinating with KLJ during the project.

LEGAL REVIEW:

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

RECOMMENDATION:

To enter into an agreement with KLJ to perform construction oversight for phase 1 of the 1st Street improvement project

SUGGESTED MOTION:

I move to enter into an agreement with KLJ to perform construction oversight for phase I of the 1st Street improvement project.

This is **EXHIBIT K2**, consisting of 2 pages, referred to in and part of **Amendment 2** to the Agreement between Owner and Engineer for Professional Services dated March 19, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
KLJ Project # 1904-02191-1
Amendment No. 2

The Effective Date of this Amendment is: February 28, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: March 19, 2024

Owner: City of Mandan

Engineer: KLJ Engineering LLC

Project: Mandan Downtown Street Improvements – Phase I, SID 236
(City of Mandan No. 2019-08)

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- X Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- X Modifications to other terms and conditions of the Agreement

Description of Modifications:

Amendment 2 Scope:

Construction Phase. See Attached “**Exhibit A2 – Engineer’s Services**” for a complete description of Engineer’s Services.

Amendment 2 Schedule:

Construction Phase. See Attached “**Exhibit A2 – Engineer’s Services**” for the approximate project schedule.

Agreement Summary:

Original Agreement amount:		
Preliminary Design Phase	\$ <u>447,220.00</u>	NDDOT Audited Hourly Rates
Net change for prior Amendments:		
Final Design & Bidding Phase	\$ <u>676,000.00</u>	NDDOT Audited Hourly Rates
This Amendment amount:		
Construction Phase	\$ <u>956,000.00</u>	NDDOT Audited Hourly Rates
Adjusted Agreement amount:	\$ <u>2,079,220.00</u>	NDDOT Audited Hourly Rates

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: City of Mandan

ENGINEER: KLJ Engineering LLC

By: _____
Print
name: James A. Froelich
Title: Mayor
Date Signed: _____

By: _____
Print
name: _____
Title: _____
Date Signed: _____

This is **EXHIBIT A2**, consisting of 16 pages, referred to in and part of **Amendment 2** to the Agreement between Owner and Engineer for Professional Services dated March 19, 2024.

Engineer's Services

Mandan Downtown Street Improvements Phase 1 – SID 236

Amendment 2 – Construction Phase

KLJ Project No.: 1904-02191-1

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Project Location:

The property (Property or Site) for which Engineer's services are being provided includes the 1st St NW right-of-way between the 6th Ave NW intersection and the 4th Ave NW intersection. The project will also include 5th Avenue NW right-of-way from 1st Street NW to 2nd Street NW and 4th Avenue NW right-of-way from Main Street to 2nd Street NW, in Mandan, ND. Refer to attached **Exhibit A2.1** for the layout of the improvements.

Project Understanding:

KLJ Engineering LLC (KLJ or Engineer) will provide engineering services for the project in three separate phases, subject to funding availability, and subsequent agreement of scope and fees for each phase. The three separate phases include:

- Preliminary Design Phase – Previously Completed
 - Environmental documentation (wetlands and cultural), topographic and boundary survey, public involvement, geotechnical engineering, traffic analysis, preliminary permitting, assistance to create a special improvement district, preliminary engineering including conceptual design, and right-of-way identification
- Final Design and Bidding Services – Previously Completed
 - Final design and plan preparation, temporary construction easement acquisition, permitting, and bidding services
- Construction Administration, Observation, Surveying Phase
 - Construction administration, construction observation, public communication/engagement, and construction staking

The project is programmed for 2026 - 2027 construction using NDDOT Urban Grant Program (UGP) funds, Municipal Infrastructure Funds (Operation Prairie Dog), City Utility Funds, and special improvements.

The purpose of this document is to describe the scope of work and responsibilities required to complete the Construction Phase.

The objective of this scope of work is to provide project management, construction administration, construction observation, and construction staking. These services will be provided to verify that the Constructor's work is performed in general conformance with the governing specifications, plans and special provisions. The following documents will be used:

- Contract documents for Mandan Project No. 2019-08 - SID 236 - UGP-1-988(052) - PCN 24136
- North Dakota Department of Transportation standards specifications for Road and Bridge Construction, 2025 Edition, and current supplementary Specifications
- North Dakota Department of Transportation, Field Sampling and Testing Manual, 2025 Edition

- North Dakota Department of Transportation, Construction Records Manual, 2025 Edition
- North Dakota Department of Transportation External Civil Rights Manual

Engineer will participate in the preconstruction conference, participate in weekly meetings, provide updates to the City regarding progress and upcoming work as described herein. The Engineer will perform the construction engineering work including staking, onsite construction observation, quantity measurements, preparation of progressive and final contract payments, and computation of final pay quantities. The Engineer will work with the Constructor to communicate with property and business owners about closures and shut offs. Construction observation shall include observation of the Constructor's work, verify that the Constructor is in general conformance with the contract, the project plans, and specifications. Contract administration utilizing NDDOT Construction Automatic Records System (CARS), including shop drawing review, daily diaries of construction activities, haul sheets, pay quantities, pay estimates, progress reports, stockpile/invoice items, construction equipment and personnel, and contract adjustments, project documents, record keeping, and record drawings will be provided by the Engineer.

Engineer will assist with stakeholder coordination throughout the project, which may include private utility companies, landowners, and other City departments. KLJ will also provide road closure or other pertinent graphics to assist the City's public relations effort, collect ground photographs before and during the project, in addition to aerial imagery using unmanned aerial system technology on a bi-monthly basis throughout construction.

Engineer will provide construction engineers and technicians (RPRs) to verify the Constructor is in general conformance with the contract documents as the Constructor's work proceeds. Observation will be provided full-time for construction items identified below.

It is assumed that construction observation services will be performed for 29-weeks during 2026 construction season between April 7th and October 23rd (substantial completion) with the hourly fee being based on an average of 1.5 full time construction staff working 6 days per week for 12-hour days during construction activities. Additional time is included for office staff before construction begins, throughout construction and for close-out activities after construction completion.

Engineer will facilitate walk-throughs and prepare punch lists for the Substantial Completion and Final Completion inspections. This includes compiling relevant closeout information for the work completed. Final records will include verifying quantities for accuracy, completing final document forms, completing record drawings, and preparing and delivering construction records to the City.

Engineer will acknowledge submittals of a Notice of Intent to File a Claim received from the Constructor. Engineer will review and analyze minor claims and make a recommendation to the City on an appropriate response. All claims will be tracked for Additional Services in the event the Engineer's budget is exceeded.

Project Schedule:

Preliminary Design: Previously Completed (Original Agreement) (approx. 3/19/24 – 4/1/25)

Final Design and Bidding (Amendment 1): Previously Completed (approx. 4/1/25 – 2/27/26)

Construction Administration, Observation, and Surveying: (approx. 2/28/26 – 2/26/27)

- Construction Completion: 10/23/26
- Construction Records Completion: 2/26/27

Parties:

Owner – City of Mandan (City)

Engineer – KLJ Engineering LLC (KLJ)

Geotechnical Engineer - Terracon

Constructor - Siteworx Excavation & Development Company - Synonymous with Contractor or Construction Manager

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase – Not Included*

A1.02 *Preliminary Design Phase (Previously Completed under Original Agreement)*

A1.03 *Final Design Phase (Previously Completed Under Amendment 1)*

A1.04 *Bidding Phase (Previously Completed Under Amendment 1)*

A1.05 *Construction Phase - Surveying*

- A. Upon authorization from Owner or Constructor, Engineer shall provide construction surveys and staking in accordance with NDDOT Specification Section 105.10 to enable Constructor to perform its work. Constructor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of Engineer's budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services and deducted from payment to Constructor in accordance with Section 105.10.
- B. Engineer's scope is based on 122 mobilizations to the project site for a 1.5-person crew at 4-hours per site visit and associated office time for preparing staking data and quality control. The following construction surveying services shall be provided:
 - 1. *Construction Surveying*
 - a. Benchmarks and Controls
 - 1) Number of Site Visits: Five (5)
 - 2) Stake horizontal and vertical control necessary for construction
 - 3) Stake Machine Controls
 - 4) As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Constructor to proceed.
 - b. Construction Traffic Control Staking
 - 1) Number of Site Visits: Six (6)
 - 2) Stake location of temporary construction traffic control signs.
 - c. Temporary Construction Easement Staking
 - 1) Number of Site Visits: Five (5)
 - 2) Stake temporary construction easements
 - d. Removals Staking
 - 1) Number of Site Visits: Five (5)
 - 2) Stake location of tree removals

- 3) Stake locations of tree, roadway, sidewalk, and utility removals
- e. Blue Top Staking
 - 1) Number of Site Visits: Twelve (12)
 - 2) Stake Blue Tops of subgrade prior to paving.
 - 3) Stake Blue Tops of aggregate base course prior to paving
 - 4) Bluetop staking will not be provided until the Constructor has satisfactorily graded to within 0.1' of the design grade for the surface to be blue topped. Bluetop staking will be limited to the limits of roadway paving.
 - f. Sanitary Sewer
 - 1) Number of Site Visits: Two (2)
 - 2) Stake manholes and sewer main with 15' offsets every 25'
 - 3) Stake manholes with two (2) 15' offsets or as requested by Constructor.
 - 4) Staking sanitary sewer services is not included.
 - g. Watermain, Services, and hydrants
 - 1) Number of Site Visits: Ten (10)
 - 2) Stake water main with 15' offset every 50'
 - 3) Stake hydrants, gate valves, and fittings at offsets requested by Constructor.
 - 4) Stake water service connections to watermain
 - h. Storm Sewer
 - 1) Number of Site Visits: Ten (10)
 - 2) Stake storm sewer with 15' offsets every 25'
 - 3) Stake all inlets and manholes with two (2) 15' offsets or as requested by Constructor.
 - i. Light Poles and Electrical
 - 1) Number of Site Visits: Five (5)
 - 2) Stake each light pole, feedpoint, and junction box.
 - j. Curb and Gutter
 - 1) Number of Site Visits: Twelve (12)
 - 2) Stake every 25 feet at 3-foot offset from back of curb
 - k. Concrete / Concrete Edge & Joint Layout
 - 1) Number of Site Visits: Fifteen (15)
 - 2) Stake locations of concrete joints
 - 3) Stake locations of concrete edge lines
 - l. Sidewalks, curb ramps, driveways, landscape planters, and hand pours
 - 1) Number of Site Visits: Fifteen (15)
 - 2) Stake concrete sidewalks, and curb ramps at 3' offsets every 25-feet

- 3) Stake all concrete hand pours
- m. Street Trees
 - 1) Number of Site Visits: Five (5)
 - 2) Stake center of street trees
- n. Striping and Signage
 - 1) Number of Site Visits: Five (5)
 - 2) Stake striping locations
 - 3) Stake permanent sign locations
- o. Quantity Measurement
 - 1) Number of Site Visits: Ten (10)
 - 2) Topsoil
 - 3) Seeding and mulching
- p. Generate staking files and survey points for field surveyors to complete the staking work above.
- q. Electronic Grading Files
 - 1) Provide construction plan data in electronic file format for the Work which in Engineer's judgement may be necessary to enable Constructor to proceed.
 - a) Prepare up to four (4) electronic data release agreements for the Constructor.
 - 2) Compile and transmit electronic data files to Constructor which will include:
 - a) Up to four (4) transmittals of up to four (4) electronic files each time in .xml or .dwg format, as appropriate for the work, and requested by the Constructor.
 - b) All four (4) files will be transmitted to Constructor together, at one time.
 - 3) Preparation of additional electronic grading files and/or execution of additional electronic data release agreements can be provided as an Additional Service.

A1.06 Construction Phase – Administration & Observation

- A. After acceptance by Owner of the bidding or negotiating phase documents:
- B. Owner shall:
 - 1. Provide a copy of the most recent bidding documents, bid tabulations, negotiated proposals and Contract Documents, including Change Orders and Construction Change Directives for the Engineer's use in the construction coordination of the Project.
- C. Engineer shall provide:
 - 1. *Project Management and Coordination:* The Engineer's Project Manager will manage the Engineer's portion of project and provide overall coordination of the work to be completed by its personnel including but not limited to managing work assignments, internal meetings, invoicing, project budget management, and project schedule management. Engineer will coordinate with the Constructor's project manager and the Owner.

2. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Owner's instructions to Constructor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Constructor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Constructor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit D2**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D2**.
4. *Materials Testing:* Materials testing will be provided by Terracon as a subconsultant to the Engineer. Engineer will review material test reports for general conformance to the plans & specifications and inform the Constructor of the status of material testing. Re-testing of previously tested materials due to non-compliance with the plans and specifications will be provided as Additional Services and deducted from payment to Constructor. Materials testing services to be provided by Terracon will generally include the following.
 - a. Coordination: Coordinate testing schedule with Constructor and Constructor's field staff.
 - b. Earthwork: Obtain samples for laboratory tests and perform in-place field density testing for excavation, subgrade preparation, aggregate base beneath pavements, and backfill of pipe.
 - c. Concrete: Sample and test concrete for slump, air content, unit weight, and temperature at the time of placement. Cast 1 set of 4 (4inch by 8") cylinders for each placement of curb & gutter, sidewalk, driveways, pavement, and light pole foundations, etc., for each day's placement for each concrete mix as required by the specifications.
 - d. Quality Control: Terracon will review all field and laboratory tests prior to submitting to the Engineer.
 - e. Reporting: Failing tests and non-conformance items communicated to the Constructor prior to leaving the site at the end of each workday and noted in test reports. Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Final reports without non-conformances will be provided within five (5) business days. Final laboratory tests will be provided within two (2) business days.
 - f. Other: Testing and observations will only determine compliance with project specifications at the test locations at the time of testing. Neither Terracon nor the Engineer are responsible for tests that are not performed due to Constructors failure to schedule testing. Terracon has the right to decline work if they believe the conditions are unsafe.
5. *Preconstruction Meeting:* Attend up to one (1) preconstruction meeting in-person with the Owner, Constructor, and NDDOT.

6. *Schedules*: Receive and review schedules that Constructor is required to submit to the Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Visits to Site Observation of Construction and Construction Meetings*: In connection with observations of Constructor's Work while it is in progress:
 - a. Construction Meetings: Attend up to Twenty-nine (29) one-hour long weekly construction progress meeting(s) in-person or via teleconference.
 - b. Engineer (not RPR) Site Visits for observation of construction: Make up to 84 two-hour long visits.
 - c. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Constructor's executed Work or to attend construction meetings. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Constructor's Work in progress or to involve detailed inspections of Constructor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits, observations or meetings, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. When the number of site visits or meetings listed above is exceeded the Engineer shall conduct site visits or attend meetings requested by the Owner or Constructor as an Additional Service.
 - d. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Constructor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Constructor's Work in progress, supervise, direct, or have control over Constructor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Constructor, for security or safety at the Site, for safety precautions and programs incidental to Constructor's Work, nor for any failure of Constructor to comply with Laws and Regulations applicable to Constructor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - e. The major works items for each construction operation to be documented are summarized below:

Earthwork – Division 200

Removals

- Clearing and Grubbing
- Bituminous and Concrete Pavement
- Storm sewer, manholes & inlets, watermain & services, sanitary sewer, street lights
- Trees
- Quantity Measurement and Documentation

Topsoil

- Removal/Stockpile/Placement
- Review/Approve Imported Topsoil
- Quantity Measurement and Documentation

Excavation/Embankment

- Compaction Control/Subgrade Preparation
- Finishing
- Quantity Measurement and Documentation

Erosion Control

- Seeding, Mulching, Landscaping
- Temporary Erosion Control Measures
- Permanent Erosion Control Measures
- Quantity Measurement and Documentation

Aggregate Base – Section 302

- Aggregate Hauling, Placement & Compaction
- Grade Control
- Quantity Measurement and Documentation

Rigid Pavement – Section 550

- Jointing Layout / Rebar Placement
- Placement and Finishing
- Quantity Measurement and Documentation

Traffic Control – Section 704

- Review and Coordinate Approval of Constructor's Traffic Control Plan
- Temporary Traffic Signal Installation and Maintenance
- Sign Installation and Maintenance
- Quantity Measurement and Documentation

Storm Sewer – Section 714 and 722

- Installation of Manholes, Inlets, and Mainline
- Horizontal/Vertical Grade Control

- Backfill/Compaction/Riprap Placement
- Quantity Measurement and Documentation

Water Main and Sanitary Sewer – Section 722, 724, 744

Watermain

- Installation of Watermain, Services, Curb Stops, Gate Valves, and Hydrants
- Horizontal/Vertical Grade Control
- Backfill/Compaction
- Pressure and Bacteriological Testing
- Quantity Measurement and Documentation

Sanitary Sewer

- Installation of Manholes, Mains, and Cleanouts
- Horizontal/Vertical Grade Control
- Backfill/Compaction
- Quantity Measurement and Documentation

Curb & Gutter/Boulevard/Sidewalk/Driveway – Sections 748 & 750

- Horizontal and Vertical Alignment
- Base Preparation
- Forming/Rebar Placement
- Concrete Placement/Curing
- Quantity Measurement & Documentation

Mailboxes – Section 766

- Verify Location/Installation
- Quantity Measurement & Documentation

Lighting/Traffic Signals – Sections 770 and 772

- Location/Installation
- Cable and Conduit
- Quantity Measurement and Documentation

Signing – Sections 754

- Location/Installation
- Quantity Measurement and Documentation

Final Pavement Markings – Section 762

- Verify Location/Installation
- Quantity Measurement & Documentation

Erosion Control Clean Up – Section 255

- Verify Cleanup and Finalization

8. *Clarifications and Interpretations; Requests for Information; Field Orders; Work Change Directives; Change Orders:* Issue clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required. Major changes to the design requested by the Owner or Constructor and approved by the Owner will be completed as Additional Services. The assumed number of each are quantified below:
- a. Clarifications, Interpretations, RFI's, Field Orders, or Work Change Directives: Twenty (20)
 - 1) Quantity above excludes survey staking requests.
 - b. Change Orders: Five (5)
9. *Shop Drawings, Samples, and Project Initiation:* Review Shop Drawings and Samples and other data which Constructor is required to submit, up to two (2) times, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
10. *Construction Automated Records System (CARS) Entry:* Maintain project records in the NDDOT CARS system. These items may include schedules, shop drawings, material test reports, material certifications, project and inspection diaries, haul sheets, pay quantities, pay estimates, progress reports, change orders, stockpile/invoice items, construction status, contract adjustment, and final checklist. Labor and payroll compliance reporting will be filed electronically using the LCP Tracker. Requests to sublet will be submitted to the Consultant Administration Services (CAS).
11. *Labor Compliance Interviews and Payroll Certification:* Perform interviews of Contractor and Sub-Contractor employees as directed by NDDOT guidelines and audit payroll documentation as directed by NDDOT guidelines.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Constructor, but subject to the provisions of this Exhibit under "Additional Services Not Requiring Owner's Authorization".
13. *Inspections and Tests:* Require such special inspections or tests of Constructor's work, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Constructor:* Render decisions on duly submitted issues relating to the acceptability of Constructor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Constructor's Work; review each duly submitted Claim by Owner or Constructor, and either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be

fair and not show partiality to Owner or Constructor and shall not be liable in connection with any decision rendered in good faith in such capacity. The Engineer's time associated with Claims will be tracked separately.

15. *Defective Work:* Make recommendation to Owner to Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
16. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and accompanying supporting documentation in the NDDOT's CARS system:
 - a. Determine the amounts that Engineer recommends Constructor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Constructor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Constructor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Constructor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Constructor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Constructor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Constructor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Constructor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Constructor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto, or Constructor's compliance with Laws and Regulations applicable to Constructor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Constructor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Constructor that might affect the amount that should be paid.
 - c. It is assumed that the Engineer will complete up to nine (9) applications for payment to be submitted to the Owner monthly, presuming work was completed by the Constructor during the preceding month, in addition to the semi-final and final payment applications.

17. *Substantial Completion:* Promptly after notice from Constructor that Constructor considers the entire Work ready for its intended use, in company with Owner and Constructor, visit the Project to determine if the Work is substantially complete.
18. *Final Notice of Acceptability of the Work:* Conduct one (1) visit to prepare Constructor's punch list and conduct one (1) final visit for each contract completion date to determine if the completed Work of Constructor is acceptable so that Engineer may recommend, in writing, final payment to Constructor. Accompanying the recommendation for final payment, Engineer shall also provide a "Final Review and Acceptance" that the Work is acceptable (subject to the provisions of "Applications for Payment") to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
19. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof for which the Engineer provided services and will terminate upon written recommendation by Owner/NDDOT for final payment to Constructors. If the Project involves more than one prime contract as indicated in Final Design Phase, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Constructor as set forth in the Construction Contract, or if the number of prime contracts exceeds the specified number in the Final Design Phase.
20. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Constructor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Constructor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Constructor to perform or furnish the Work in accordance with the Contract Documents.

A1.07 Post-Construction Phase

A. After acceptance by Owner of the Construction Phase, Engineer shall:

1. Provide as-constructed field survey of the watermain, sanitary sewer, street lighting, and storm sewer improvements following completion of construction. Includes five (5) site visits by a 2-person survey crew.
2. Review annotated record documents assembled by Constructor, if any.
3. Provide Record Drawings in GIS format of the Site following completion of construction and as-constructed field survey of the storm sewer, watermain, sanitary sewer, and electrical/lighting improvements.
4. SID documentation updates: The Engineer will send letters to property owners letting them know the project was bid. The letter will contain the Constructor's and Engineer's name and contact information. The letter will also contain the same assessments as the original letter sent to the property owners notifying them of the assessments. After issuance of final payment to the Constructor, at project completion, the Engineer will update the assessment cost breakdown and provide this information to the City/Owner. The City/Owner, will then process the information through their Special assessment commission process.

- B. The Post-Construction Phase will be considered complete upon delivery of the Record Drawings to the Owner.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Authorization*

- A. If authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services including but not limited to: study and report phase services, marketing exhibits, permit application materials, any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, requests for zoning change, platting, easements, resetting any property corners, ALTA surveys, etc., other than provided under Basic Services.
 2. Design services including but not limited to: buildings, parking lots, watermain or services, sanitary sewer or services, electrical engineering, lighting, grading, fencing, landscape plans, storm sewer, stormwater detention, stormwater treatment or sediment removal systems, structural design of retaining walls, or design of offsite improvements other than provided under Basic Services.
 3. Preparation for, and attendance at, a public presentation, meeting or hearing other than provided under Basic Services.
 4. Preparation or revision of construction documents or design changes after the final design phase or during construction other than provided under Basic Services.
 5. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 6. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or its design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by

changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

8. Services associated with advertisement for bids, quotes, or proposals, attendance of bid openings, tabulation of bids, analysis of suitability of any Constructor, etc., other than provided under Basic Services.
9. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
10. Services resulting from Owner's request to modify previously approved deliverables or to evaluate additional solutions beyond those provided under Basic Services.
11. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
12. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
13. Services provided beyond the dates specified in the Owner's original schedule.
14. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner, Constructor, and other consultants in a format other than PDF or paper copy other than provided under Basic Services.
15. Providing renderings or models for Owner's or Constructor's use, including services in support of building information modeling or civil integrated management, other than provided under Basic Services.
16. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.
17. Furnishing services of Consultants for work other than provided under Basic Services.
18. Providing data or services that were to be provided by the Owner.
19. Services attributable to more prime construction Constructors than provided in under Basic Services
20. Services to arrange for performance of construction services for Owner by constructors other than the principal prime Constructor, and administering Owner's contract for such services.
21. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
22. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate

bids or cost estimates requested by Owner for the Work or a portion thereof other than provided under Basic Services.

23. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items.
24. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.
25. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
26. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
27. Preparation of operation, maintenance, or staffing manuals.
28. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
29. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
30. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
31. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
32. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys other than provided under Basic Services.
33. Services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
34. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Attending meetings requested by Owner or Constructor in addition to those specified under Basic Services.
4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work.
8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT D2**, consisting of 4 pages, referred to in and part of **Amendment 2** to the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR will provide full time representation.
- B. Through RPR's observations of Constructor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Constructor's work in progress, supervise, direct, or have control over Constructor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, or for any failure of a constructor to comply with Laws and Regulations applicable to such Constructor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any constructor nor assumes responsibility for Constructor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.06 of Exhibit A2 of Amendment 2 are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Constructor's work in progress shall in general be with Engineer and Constructor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Constructor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Project Initiation:* Construction staff will review construction plans and create a staffing work plan.
 - 3. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals prepared by Constructor and consult with Engineer concerning acceptability.
 - 4. *Conferences and Meetings:* Attend meetings with Constructor as directed by the Engineer, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
 - 5. *Liaison:*

- a. Serve as Engineer's liaison with Constructor. Working principally through Constructor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Constructor when Constructor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Constructor clarifications and interpretations as issued by Engineer.
7. *Shop Drawings:*
- a. Record date of receipt and approval of Shop Drawings.
 - b. Advise Engineer and Constructor of the commencement of any portion of the Work requiring a Shop Drawing submittal for which RPR believes that the submittal has not been approved by Engineer.
8. *Modifications:* Consider and evaluate Constructor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Constructor in writing (ie., Field Order, Work Change Directive, or Change Order) decisions as issued by Engineer.
9. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Constructor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Constructor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections and Tests:*
- a. Consult with Engineer in advance of scheduled inspections and tests.
 - b. Review test results required by the Contract Documents.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures.

11. *Records:*

- a. Follow the procedures set forth in the NDDOT Construction Records Manual.
- b. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Constructor, and other Project-related documents.
- c. Record data relative to questions of change orders, field orders, work change directives, or changed conditions, daily activities, decisions, observations in general, materials test reports, site photographs, and specific observations in more detail as in the case of observing test procedures.
- d. Maintain records for use in preparing Project documentation and Record Drawings. Maintain records in ND CARS.
- e. Upon completion of the Work, assist the Engineer to provide Construction Records and Documentation to the Owner.

12. *Payment Requests:* Review applications for payment with Constructor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates:* During the course of the Work, verify that materials and other items required by the Contract Documents to be constructed and furnished by Constructor are applicable to the items actually installed and in accordance with the Contract Documents. Deliver documentation of verification to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Upload Owner and Engineer approved certificates to ND CARS.

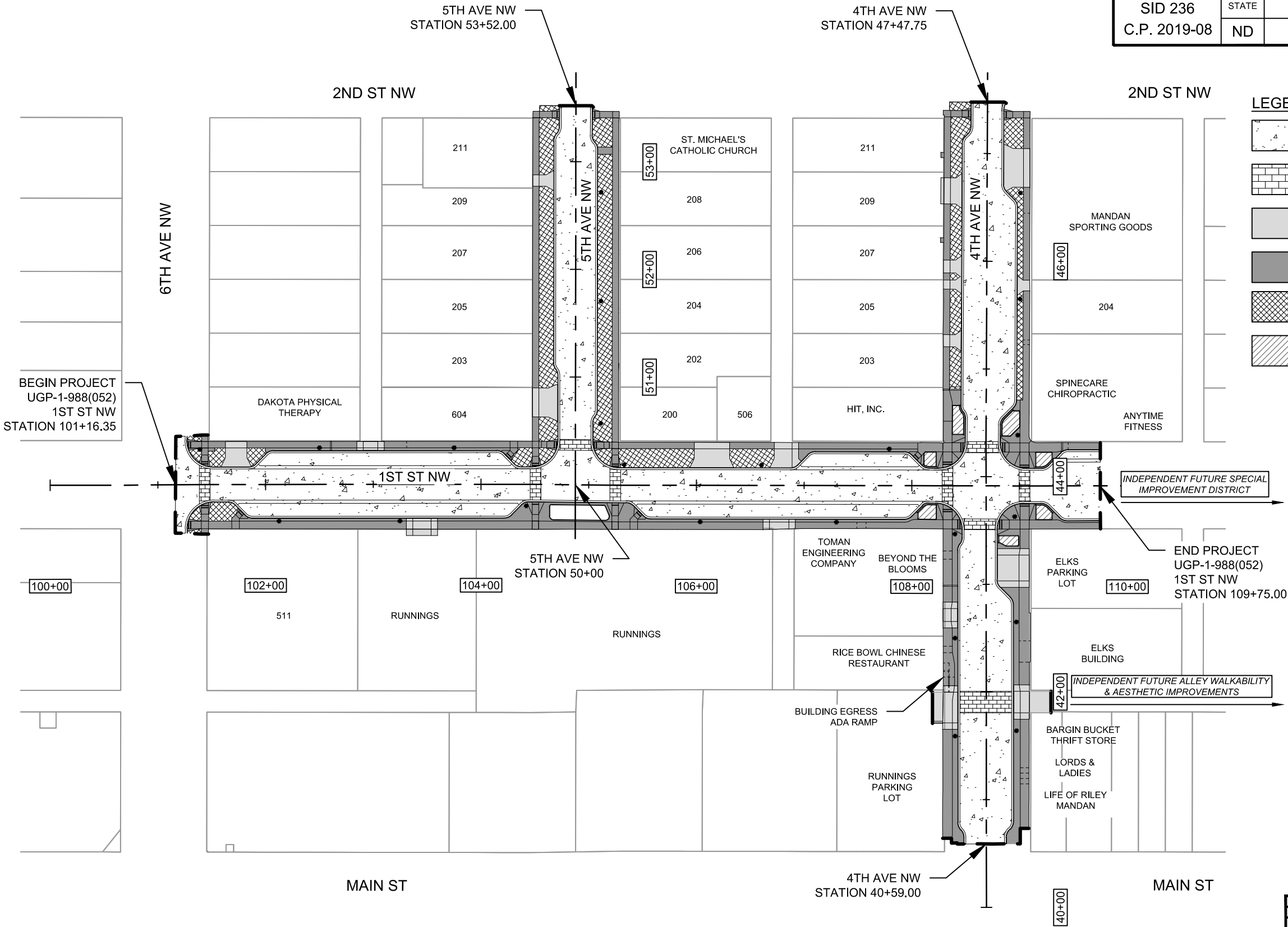
14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Constructor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Following NDDOT guidelines, observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of Final Review and Acceptance.

D. Resident Project Representative shall not:

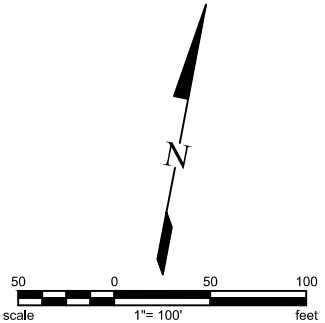
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Constructor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Constructor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Constructor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Constructor.
8. Authorize Owner to occupy the Project in whole or in part.

SID 236 C.P. 2019-08	STATE ND	PROJECT NO. UGP-1-988(052)	SECTION NO. 4	SHEET NO. 1
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LEGEND:

- 8IN NON-REINF CONCRETE PVMT CL AE-DOWELED
- 8IN NON-REINF CONCRETE PVMT CL AE-COLORED
- DRIVEWAY CONCRETE 6IN REINFORCED (8IN FOR ALLEYS)
- SIDEWALK CONCRETE 4IN (6IN FOR RAMPS & LANDINGS)
- GRASS BOULEVARD
- DECORATIVE CONCRETE PLANTER
- LIGHT POLES



Amendment 2

Scope of Work Exhibit

Not for Construction

Rev'd.		
Rev'd.		
Rev'd.		
Rev'd.		
DOWNTOWN STREET RECONSTRUCTION		
CITY OF MANDAN, NORTH DAKOTA		
1ST STREET NW		
KLJ		SCOPE OF WORK
DRWN. BY LM	CHKD BY AC	PROJECT NO. 1904-02191

KLJ Project Name: Mandan SID 236 - Const		Project Budget KLJ																									
KLJ Project Number: 1904-02191-1																											
Amendment 2 - Construction Services																											
Job Classification:		Engineer	Engineer in Training II	Engineering Technician III	Senior Project Manager	Associate Engineer	Senior Engineer	Engineer	Engineer in Training II	Sr Public Engagement Strategist	Project Controls Specialist II	Graphic Design Specialist	Project Assistant II	Engineer	Engineer	Senior Engineer	Associate Engineer	Project Manager	Senior Crew Chief	Senior Crew Chief	Survey Technician						
Task Code	Description	Construction			Roadway/Utility/PM					Public Engagement/Admin				Lighting		Structural		Right-of-Way	Survey			DIRECT LABOR Subtotal	Subconsultant Fee		Balance to: Fee	TASK TOTAL	
5	Construction - Admin & Observation	\$ 59.00	\$ 44.00	\$ 36.00	\$ 90.00	\$ 52.00	\$ 78.00	\$ 59.00	\$ 44.00	\$ 49.00	\$ 45.00	\$ 41.00	\$ 33.00	\$ 59.00	\$ 59.00	\$ 78.00	\$ 52.00	\$ 69.00	\$ 48.00	\$ 48.00	\$ 29.00						
5.1	Pay Apps (9)	27																				\$ 1,593.00	\$ -		\$ 1,593.00		
5.2	Const Coord/Questions/RFI's (20)	40			20	40	10	10						5	5	5	5					\$ 8,850.00	\$ -		\$ 8,850.00		
5.3	Change Orders (5)	15			15	40	5		40					2	10	2	10					\$ 7,849.00	\$ -		\$ 7,849.00		
5.4	Shops/Test Review	24			8	50	10	32						8	16	4	8					\$ 9,956.00	\$ -		\$ 9,956.00		
	Shop Drawing and Submittal Review																					\$ -	\$ -		\$ -		
	Haul Tickets																					\$ -	\$ -		\$ -		
	Material Testing Agency Coordination																					\$ -	\$ -		\$ -		
	Material Test Reports																					\$ -	\$ -		\$ -		
	Material Certifications																					\$ -	\$ -		\$ -		
5.5	Const Site Visits (non-RPR)	116			28	16	8															\$ 10,820.00	\$ -		\$ 10,820.00		
5.5R	RPR - Const Obs		1224	2448																		\$ 141,984.00	\$ -		\$ 141,984.00		
	Construction Observation																					\$ -	\$ -		\$ -		
	Project Initiation																					\$ -	\$ -		\$ -		
	Project Diaries																					\$ -	\$ -		\$ -		
	Inspection Diaries, Photographs, & Quantities																					\$ -	\$ -		\$ -		
	Weekly Progress Report																					\$ -	\$ -		\$ -		
	Schedules/NOI/Sublet																					\$ -	\$ -		\$ -		
	Requests to sublet																					\$ -	\$ -		\$ -		
	Schedules																					\$ -	\$ -		\$ -		
	NOI / SWPPP																					\$ -	\$ -		\$ -		
	Labor Compliance Interviews																					\$ -	\$ -		\$ -		
5.6	Meetings	30			30	29																\$ 5,978.00	\$ -		\$ 5,978.00		
5.7	Final Walkthru/Punchlist	16			16	8	4							4			4					\$ 3,556.00	\$ -		\$ 3,556.00		
5.8	Drone Flights				8							48						4				\$ 2,688.00	\$ -		\$ 2,688.00		
5.9	Public/Landowner Coord.	10			40					20									40			\$ 7,930.00	\$ -		\$ 7,930.00		
5.10	Diaries/Reports (non-RPR)	34																				\$ 2,006.00	\$ -		\$ 2,006.00		
5.11	Materials Testing																					\$ -	\$ 40,543.00		\$ 40,543.00		
5.12	Special Improvement District				16	60	5	20					16									\$ 6,658.00	\$ -		\$ 6,658.00		
5.13	Proj Management				68						17											\$ 6,885.00	\$ -	\$ 1.15	\$ 6,886.15		
5.15	Utility Coordination	8			4	4																\$ 1,040.00	\$ -		\$ 1,040.00		
		320	1224	2448	253	247	42	62	40	20	17	48	16	19	31	11	27	40				\$ 217,793.00	\$ 40,543.00	\$ -	\$ 1.15	\$ 258,337.15	
5	Construction - Staking	\$ 59.00	\$ 44.00	\$ 36.00	\$ 90.00	\$ 52.00	\$ 78.00	\$ 59.00	\$ 44.00	\$ 49.00	\$ 45.00	\$ 41.00	\$ 33.00	\$ 59.00	\$ 59.00	\$ 78.00	\$ 52.00	\$ 69.00	\$ 48.00	\$ 48.00	\$ 29.00						
5.s1	Staking																					\$ -	\$ -		\$ -		
	Bench Marks/Controls (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Construction Traffic Control Staking (6)																		24	12		\$ 1,500.00	\$ -		\$ 1,500.00		
	ROW & Temp Construction Easement Staking (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Pavement/Sidewalk/Utility/Misc. Removal Staking (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Bluetop Staking (12)																		48	24		\$ 3,000.00	\$ -		\$ 3,000.00		
	Sanitary Sewer Staking (2)																		8	4		\$ 500.00	\$ -		\$ 500.00		
	Water Staking (10)																		40	20		\$ 2,500.00	\$ -		\$ 2,500.00		
	Culvert & Storm Sewer Staking (10)																		40	20		\$ 2,500.00	\$ -		\$ 2,500.00		
	Light/Elect & Utility Relocation Staking (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Curb/Edge of Pavements Staking (12)																		48	24		\$ 3,000.00	\$ -		\$ 3,000.00		
	Concrete Trim & Joint Layout Staking (15)																		60	30		\$ 3,750.00	\$ -		\$ 3,750.00		
	Trail/Sidewalk/Curb Ramp/Hand Pours Staking (15)																		60	30		\$ 3,750.00	\$ -		\$ 3,750.00		
	Tree Staking (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Striping/Sign Staking (5)																		20	10		\$ 1,250.00	\$ -		\$ 1,250.00		
	Quantity Measurement (10)																			40	20		\$ 2,500.00	\$ -		\$ 2,500.00	
5.s2	Staking Files and Coordination					8	4		61										152			\$ 13,068.00	\$ -		\$ 13,068.00		
5.s3	Edata (4)				4		4		16													\$ 1,552.00	\$ -		\$ 1,552.00		
					4	8	8		77									152	488	244		\$ 45,120.00	\$ -	\$ -	\$ -	\$ 45,120.00	
5	Post-Construction	\$ 59.00	\$ 44.00	\$ 36.00	\$ 90.00	\$ 52.00	\$ 78.00	\$ 59.00	\$ 44.00	\$ 49.00	\$ 45.00	\$ 41.00	\$ 33.00	\$ 59.00	\$ 59.00	\$ 78.00	\$ 52.00	\$ 69.00	\$ 48.00	\$ 48.00	\$ 29.00						
5.p1	As-Constructed Survey				2													5	40	40		\$ 3,500.00	\$ -		\$ 3,500.00		
5.p2	Record Drawings				40	8	12	12	41						4							\$ 7,176.00	\$ -		\$ 7,176.00		
5.p4	Closeout/Final Records	40			40	8																\$ 4,520.00	\$ -		\$ 4,520.00		
		40		80	18	12	12		41						4			5	40	40		\$ 15,196.00	\$ -	\$ -	\$ -	\$ 15,196.00	
		360	1224	2528	275	267	62	62	158	20	17	48	16	19	35	11	27	40	157	528	284	6218					
		\$ 278,109.00																						\$ 40,543.00	\$ -	\$ 1.15	\$ 318,653.15

Summary of Costs: NDDOT				
Direct Labor				\$ 278,109.00
	Indirect Costs	192.18%		\$ 534,469.88
Subtotal				\$ 812,578.88
On bill rate	Fixed Fee	-	12.00%	\$ 97,509.47
Raw labor cost	COF	-	1.93%	\$ 5,367.50
Direct Expenses				\$ -
Subconsultants				\$ 40,543.00
Reimbursables				\$ -
Balance to Agreed Fee				\$ 1.15
Tero/Taxes & Fees	Percentage	-		\$ -
Total Estimated Engineering Costs				\$ 956,000.00



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 1, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Water Treatment Plan Phase III Optimization Change Order

STATEMENT/PURPOSE:

To consider and possibly approve a change order with Swanberg Construction, Inc related to the Mandan Water Treatment Plant (WTP) Phase III Optimization Project.

BACKGROUND/ALTERNATIVES:

Progress on the Mandan WTP Phase III Optimization Project has continued through the winter. The new lime silo foundation slab has been installed and work on the ground water lift station is complete. Work in the chemical room on concrete containment and doors is progressing, and filter repairs have begun.

During construction seven changes were identified and are addressed in this Change Order. Items include:

- Revision of door hardware.
- Revisions to fluoride feed equipment, storage, and containment.
- Modifications to the lime silo platform.
- Removal of the CO2 refrigeration units
- Repairs to Filters No. 5-7 and elimination of planned filter coating work. Includes 120-day time extension.
- Asbestos inspection.
- Architectural wall panel removal & replacement.

These changes result in a total contract **decrease** of \$83,885. This type of change order isn't typically brought to City Commission since staff can administratively approve decreases. In the interest of providing an example of some of the changes that are underrepresented in public meetings, staff wanted to bring this change forward for the

Commission's information and consideration.

ATTACHMENTS:

1. Change Order G-02

FISCAL IMPACT:

Recall we currently have an agreement with SWC for cost-share funding (60%) and a loan with SRF (40%).

- Swanberg Construction decrease of \$83,885.00.

Summary of Expenditures	Current Contracted	Pending	Total
Construction Contracts	\$8,428,923	(\$83,885)	\$8,345,038
Engineering Services	\$2,001,500	\$0	\$2,001,500
Other	\$13,725	\$0	\$13,725
	\$10,444,148	(\$83,885)	\$10,360,263

Total Project Budget/Funding	\$12,433,500
Estimated Total Expenditures	\$10,360,263
Estimated Contingency Remaining	\$2,073,237

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve Change Order G-02, as presented.

SUGGESTED MOTION:

I move to approve Change Order G-02, as presented.

Change Order

No. G-02

Date of Issuance: April 7th, 2026

Effective Date:

April 7th, 2026

Project: <u>Mandan WTP Phase III Optimization</u>	Owner: <u>City of Mandan, ND</u>	Owner's Contract No.:
Contract: <u>General Construction</u>		Date of Contract: <u>May 12, 2025</u>
Contractor: <u>Swanberg Construction, Inc.</u>		Engineer's Project No.: <u>P00510-2023-003</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change

Item	Description	Cost Adjustment
WCD-G04	Revised door hardware for doors A100, A101, and A200.	\$8,488.00
WCD-G06	Furnish and install pre-fabricated pump shelves for fluoride pumps in lieu of wall mounts, revise location of fluoride day tanks and pumps to be inside existing bulk storage containment and remove containment curb for fluoride day tank, and installation of additional pipe and fittings from new pump and day tank location to	\$3,550.00
WCD-G07	Modify extents of lime silo fill platform to allow better access to bucket elevator for City maintenance.	\$6,272.00
WCD-G08	Credit to remove refrigeration units from CO2 storage tanks.	(\$14,500.00)
WCD-G11	Repairs to address leaks in Filters No. 5 through 7 which includes saw cutting flumes to allow for Zypex patching of leaking construction joint; placement of concrete, rebar, and waterstopping in flume, and a credit to remove coating work inside filters. An extension of 120 days is also provided to allow for this work to take	(\$91,382.00)
WCD-G12	Asbestos inspection necessary for NDDEQ SFN17987 Demolition/Renovation Permit.	\$556.00
WCD-G13	Architectural wall panel removal and replacement to allow for new louver installation in chemical feed room.	\$3,131.00
Total Net Change: CO-G-02		(\$83,885.00)

Attachments: Swanberg WCD G04, G06 - G08, G11 - G13 Cost Proposals

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Substantial completion:	June 14, 2027
\$	6,535,000.00	Ready for final payment:	September 1, 2027
Increase from previously approved Change Orders No. 0 to No. 1		Increase from previously approved Change Orders No. 0 to No. 1	
\$	9,279.00	Substantial completion:	0
		Ready for final payment:	0
Contract with Increase from previously approved Change Orders		Contract Times prior to this Change Order:	
\$	6,544,279.00	Substantial completion:	June 14, 2027
		Ready for final payment:	September 1, 2027
Increase of this Change Order		Increase Time of this Change Order:	
\$	(83,885.00)	Substantial completion:	120
		Ready for final payment:	120
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$	6,460,394.00	Substantial completion:	October 12, 2027
		Ready for final payment:	December 30, 2027

RECOMMENDED:

By:


Engineer (Authorized Signature)

Date:

3/30/2026

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

3/27/2026

Date:

EJCDC No. C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 1, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Raw Water Intake Project Change Order G-10

STATEMENT/PURPOSE:

To consider and possibly approve a change order with Swanberg Construction related to the Raw Water Intake Project.

BACKGROUND/ALTERNATIVES:

All planned work on the RWI Project has been completed. As presented at the December 2, 2025 City Commission Meeting, the river shifted and the site is experiencing a buildup of sand. While the current intake site was selected using historical and survey data collected over the past several years, sand accumulation patterns have shifted unexpectedly.

The change order adds an air burst system for improved operation of the intake system, associated bank stabilization, and minor pipe modifications in the Intake Pump Station. An estimated budget was previously presented but actual costs are significantly higher due to larger equipment required to make connections between the Intake Pump Station and the Intake Structure, bank stabilization cost, and challenges of working in the river. Recall the contractor has ordered the air burst equipment.

The change order provides the following:

- Swanberg Change Order G-10
 - Air burst system.
 - Bank stabilization.
 - Check valve backflow device.
 - Air release valve pipe modifications.

ATTACHMENTS:

1. Change Order G10

FISCAL IMPACT:

Recall we currently have an agreement with the SWC for cost-share funding (60%) and remaining costs are shared with the Marathon Mandan Refinery.

- Swanberg Construction increase of \$1,408,347 and a time extension to November 1, 2026.

Summary of Expenditures	Current Contracted	Pending	Total
Construction Contracts	\$31,094,910	\$1,408,347	\$32,503,257
Engineering Services	\$4,180,000	\$0	\$4,180,000
Other	\$89,456	\$0	\$89,456
	\$35,364,365	\$1,408,347	\$36,772,713

Total Project Budget/Funding	\$36,587,000
Estimated Total Expenditures	\$36,772,713
Estimated Contingency Remaining	(\$185,713)

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the change order with Swanberg Construction related to the Raw Water Intake Project.

SUGGESTED MOTION:

I move to approve the change order with Swanberg Construction related to the Raw Water Intake Project, as presented.

Change Order

No. G-10

Date of Issuance: April 7, 2026

Effective Date: April 7, 2026

Project: <u>Mandan Raw Water Intake - Phase IB</u>	Owner: <u>City of Mandan, ND</u>	Owner's Contract No.: <u>2014-09</u>
Contract: <u>General Construction</u>		Date of Contract: <u>November 24, 2020</u>
Contractor: <u>Swanberg Construction, Inc.</u>		Engineer's Project No.: <u>P00510-2010-001</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change

Item	Description	Cost Adjustment
1	WCD G-72: Installation of air burst system including dive work to install piping to screen, minor jetting of crib structure, site modification, and interior air piping for intake maintenance. Update substantial and final completion dates to reflect timing air burst system improvements.	\$1,394,452.00
2	WCD G-73: Installation of 4-inch tees and 2-inch connection fittings on air release piping at IPS to allow backflushing of intake pumps via hydrant.	\$9,898.00
3	WCD G-74: Swanberg purchased hold-open device for 16-inch check valve at IPS on City pump discharge piping.	\$3,997.00
Total Net Change: CO-G-10		\$1,408,347.00

Attachments: WCD G-72 thru 74

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Substantial completion:	<u>December 15, 2022</u>
\$	<u>11,143,000.00</u>	Ready for final payment:	<u>February 15, 2023</u>
Increase from previously approved Change Orders No. 0 to No. 9		Increase from previously approved Change Orders No. 0 to No. 9	
	<u>\$689,205.97</u>	Substantial completion:	<u>841</u>
		Ready for final payment:	<u>867</u>
Contract with Increase from previously approved Change Orders		Contract Times prior to this Change Order:	
\$	<u>11,832,205.97</u>	Milestone 1 (Medium Voltage Duct bank and Fiber):	<u>November 3, 2022</u>
		Milestone 2 (Building Dry-In):	<u>December 24, 2022</u>
		Milestone 3 (Intake Operational):	<u>August 14, 2023</u>
Increase of this Change Order		Substantial completion:	<u>April 4, 2025</u>
\$	<u>1,408,347.00</u>	Ready for final payment:	<u>October 29, 2025</u>
Contract Price incorporating this Change Order:		Increase Time of this Change Order:	
\$	<u>13,240,552.97</u>	Milestone 1 (Medium Voltage Duct bank and Fiber):	<u>0</u>
		Milestone 2 (Building Dry-In):	<u>0</u>
		Milestone 3 (Intake Operational):	<u>0</u>
		Substantial completion:	<u>545</u>
		Ready for final payment:	<u>368</u>
		Contract Times with all approved Change Orders:	
		Milestone 1 (Medium Voltage Duct bank and Fiber):	<u>November 3, 2022</u>
		Milestone 2 (Building Dry-In):	<u>December 24, 2022</u>
		Milestone 3 (Intake Operational):	<u>August 14, 2023</u>
		Substantial completion:	<u>October 1, 2026</u>
		Ready for final payment:	<u>November 1, 2026</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 03/31/2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 3-24-2026

Approved by Funding Agency (if applicable):

EJCDC No. C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: April 5, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Request for Celebrate 250 and Visitor Safety Items

STATEMENT/PURPOSE:

To consider a recommendation from the Mandan Visitors Committee relative to requests from the Mandan Progress Organization (MPO) and Mandan Police Department

BACKGROUND/ALTERNATIVES:

The MPO funding request is focused on advancing critical infrastructure improvements at Dykshoorn and Heritage Parks, along with enhancing streetscape décor and festival infrastructure in preparation for the American 250 celebration, anchored around the July 4 season and the Mandan Independence Day Parade corridor. Creating a safe, welcoming, and well-equipped environment is essential not only for accommodating increased visitation, but for elevating the overall experience in a way that drives repeat attendance and strengthens Mandan's reputation as a destination community. Strategic investment in durable, multi-use streetscape décor will ensure these enhancements extend well beyond 2026, supporting the continued growth of Mandan Rodeo Days, the Independence Day Parade, and other signature events for years to come.

Meridian Archer Barrier system:

The Mandan Police Department is requesting to purchase an additional 24 Meridian Archer 1200 Barriers, arrestor cables and one archer-manual hauler 2.0 using Visitor Fund monies. The additional archer barriers will be used to secure the numerous public events held in downtown Mandan and other areas within Mandan. The Mandan Police Department currently possesses 8 Archer Barriers, which are being used to assist in securing sidewalks in the downtown area when Main St is closed to traffic. Currently, the Archer Barriers cannot be used to close any roadways because 8 barriers are not enough. To close a roadway completely with Archer Barriers, the Mandan Police Department would need 11 barriers for closing one direction of Main Street and 22 barriers to close both directions of Main St.

Archer Barriers are designated and certified by the U.S. Department of Homeland Security under the SAFETY Act as qualified anti-terrorism technology. This designation protects Meridian's customers, partners and users from third-party liability claims stemming from terrorism, as determined by Department of Homeland Security.

The Mandan Visitors Committee met on Monday, April 6, and voted 4-0 to recommend to the City Commission that funding be approved for the MPO of \$325,000 and \$180,000 to the Mandan Police Dept.

ATTACHMENTS:

1. 2026 American 250 Event Infrastructure Visitors Fund Request
2. P D Visitor Fund Request
3. 2026 Visitor Fund Request MPO
4. 2026 Visitor Fund Request Police

FISCAL IMPACT:

The total request for the MPO \$325,000 and Mandan Police Department is \$180,000. There are sufficient funds in the Visitors Fund to cover these requests.

STAFF IMPACT:

MPO, Mandan Police Department and Mandan Public Works will have time invested into these items. The acquisition of a Toolcat by MPO will save city staff considerable time.

LEGAL REVIEW:

Attorney Oster has reviewed this request.

RECOMMENDATION:

The Mandan Visitors Committee voted 4-0 to recommend funding the request from the MPO up to \$325,000 for items outlined in their request and the Mandan Police Department for Archer Barriers up to \$180,000.

SUGGESTED MOTION:

I move to approve the recommendation from the Mandan Visitors Committee funding the request from the MPO up to \$325,000 for items outlined in their request and the Mandan Police Department for Archer Barriers up to \$180,000.



Mandan Progress Organization
Executive Director: Matt Schanandore
Office: 701-751-2983
Email: info@mandanprogress.org

Jim Neubauer
City Administrator
205 2nd Ave NW
Mandan, ND 58554

Dear Mr. Neubauer,

On behalf of the Mandan Progress Organization, I am submitting a 2026 funding request to the City of Mandan's Visitor Fund to enhance safety and visitor experience at our community events.

As you know, Mandan's events continue to be a defining highlight of our community, growing rapidly in both popularity and scale. These events not only enrich our city's quality of life but also foster meaningful community connections and serve as key drivers of tourism and economic activity.

With this growth comes an increasing need to prioritize safety and visitor experience. Ensuring the well-being of attendees at large-scale public gatherings is our top priority. As our social environment evolves, we believe now is the time to invest in critical infrastructure that enhances safety, security, and overall comfort for residents and visitors alike.

Our 2026 funding request is focused on advancing critical infrastructure improvements at Dykshoorn and Heritage Parks, along with enhancing streetscape décor and festival infrastructure in preparation for the American 250 celebration, anchored around the July 4 season and the Mandan Independence Day Parade corridor. Creating a safe, welcoming, and well-equipped environment is essential not only for accommodating increased visitation, but for elevating the overall experience in a way that drives repeat attendance and strengthens Mandan's reputation as a destination community. Strategic investment in durable, multi-use streetscape décor will ensure these enhancements extend well beyond 2026, supporting the continued growth of Mandan Rodeo Days, the Independence Day Parade, and other signature events for years to come.

2026 MPO Event Safety and Support Infrastructure Budget Breakdown

- 1. Traffic Safety Infrastructure for Main Street & Avenue Closures – \$42,000**
 - Reflective A-Frames
 - Type 3 Aluminum Panels with Road Closed Signs
 - 100 Portable Delineators & 60 Additional Crowd Control Steel Barricades
- 2. Visitor Experience Enhancements & Park Infrastructure – \$85,000**
 - 50 Additional Metal Picnic Tables
 - Drinking Fountain with Bottle Filling Station
 - Additional Benches (4) & Garbage Receptacles (4) for Dykshoorn Park
- 3. Bobcat Machinery for Infrastructure Management – \$60,000**
- 4. 24ft Flatbed Trailer for Hauling Safety Equipment – \$22,000**
- 5. Main Street Light Pole Banners (Replacement) - \$10,000**
- 6. Bandshell Maintenance + Upgrades - \$75,000**



*Mandan Progress Organization
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7. Installation, additional expenses, sales tax & shipping – \$30,000

Total Funding Request: \$325,000

MPO Commitment and Funding Request

The Mandan Progress Organization (MPO) remains dedicated to ensuring the long-term success and sustainability of Mandan's signature events. As the primary organizer and facilitator of these events, we are committed to managing logistics, fostering strong community and sponsor relationships, and continuously innovating and marketing our events to maintain and expand their impact.

To support these efforts, MPO is requesting \$325,000 from the Mandan Visitor Fund to invest in critical safety and visitor infrastructure for large-scale events, durable streetscape décor, and aesthetic improvements to park infrastructure. This funding will directly cover costs related to supplies, shipping, installation, and sales tax, ensuring a seamless and safe event experience for both residents and visitors. The MPO is currently committing \$14,000 dollars in parade components (Large Flags) and additional Flag decorations within Dykshoorn and Heritage Parks

Community & Economic Impact

Mandan's signature events have significantly contributed to the city's economic and tourism growth over the years. MPO has successfully managed and facilitated Mandan's largest community gatherings, seeing consistent increases in attendance and public engagement:

In 2025 alone, our major events—including Touch a Truck, Buggies N Blues, Mandan Rodeo Days Parade, Road Race & Art in the Park, Haunted Fort, Kickoff to Christmas, Santa Run, and Holiday Lights on Main—attracted approximately 150,000+ visitors to Mandan.

Over the past decade (2015–2025), these events have welcomed well over 1 million visitors and generated approximately \$1.5 million in community sponsorships.

Based on current growth trends, by 2031 (Mandan's 150th Anniversary), Mandan's annual events could attract between 180,000 and 250,000 visitors per year. From 2021 to 2031, we estimate more than 2 million people will visit Mandan for city-hosted events.

With this continued growth, event costs—particularly related to safety—will continue to rise.



Mandan Progress Organization
Executive Director: Matt Schanandore
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Increasing Costs & Infrastructure Needs

Over the past five years, MPO has steadily increased its investment in security and traffic safety by approximately \$15,000 annually. In 2025, these combined costs grew to nearly \$30,000, driven by the addition of security personnel, expanded Traffic Safety Services signage, and enhanced messaging for all downtown events requiring Main Street closures. Currently, contracted Traffic Safety Services to perform closures can cost up to \$5,000 per event on top of existing messaging expenses. By investing in our own equipment, MPO can significantly reduce recurring annual costs while improving the consistency and visibility of road closure communication throughout downtown Mandan. (See Diagram)

This funding request is designed to close existing gaps in traffic control, elevate community pride, and modernize both safety and park infrastructure, ensuring Main Street, Dykshoorn Park, Heritage Park, and surrounding corridors are clearly and professionally prepared for large-scale events.

It is important to note that this request addresses current operational needs but does not yet account for the continued growth and increasing demands of signature events such as Buggies N Blues and the Mandan Independence Day Parade.

Enhancing Visitor Experience & Comfort

As Mandan's events continue to grow, additional infrastructure is needed to improve visitor comfort and accessibility at venues such as Dykshoorn and Heritage Parks.

Key investments include:

Seating & Tables: Currently, we have 36 (6ft) tables that seat approximately 225 guests. An additional 50 (6ft) tables would increase seating capacity by 320, accommodating over 500 attendees at large events.

Park Amenities & Waste Management:

From 2022 - 2025, MPO invested \$75,000+ in crowd control barriers, flags, banners, sanitation barrels, branded tents and adequate beverage containers to improve the overall visitor experience. The MPO has also increased its garbage collection for the park overall accounting for the increase in events and the need for temporary garage totes. However currently, only one permanent garbage receptacle and one bench exists in Dykshoorn Park, despite increased event activity. Additional permanent benches and waste receptacles are necessary for aesthetics and to support growing consistent event traffic throughout the season.

Reducing City Staff Burden & Improving Efficiency

Currently, MPO relies on City of Mandan equipment and staff to transport tables, set up event road closure infrastructure, and support event logistics. While this arrangement has been beneficial, it also redirects city resources away from essential municipal operations. In 2025 MPO purchased a ¾ ton pickup to haul equipment and the necessary needs of the organization. This has also allowed us to assist Mandan PD in moving archer barriers when needed.

In response to this growing demand:

MPO employees a full-time Operations Administrator to oversee infrastructure and logistics for events. With access to our own equipment, MPO could independently handle:

- Table and seating setup in Dykshoorn Park



Mandan Progress Organization
Executive Director: Matt Schanandore
Office: 701-751-2983
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- Road closure infrastructure for PW to staging
- Snow removal and site preparation for seasonal events

This investment would reduce reliance on city staff while streamlining event setup and operational efficiency, ultimately ensuring a better experience for attendees.

Conclusion: A Long-Term Partnership for Mandan's Success

MPO serves as a key partner and support system for the City of Mandan, ensuring the continued growth and success of its premier events. With the right infrastructure and resources, we can proactively address safety concerns, enhance the visitor experience, and reduce logistical burdens on city staff.

The visitor experience, whether positive or negative, directly reflects on the City of Mandan and its partnership with MPO. By investing in event safety and infrastructure, we are investing in Mandan's reputation, tourism appeal, and long-term economic vitality.

We appreciate your consideration of this request and look forward to continuing our collaboration to make Mandan a top destination for events and experiences in North Dakota.

Matt Schanandore, Executive Director

Traffic Safety Infrastructure for Main Street & Avenue Closures

Reflective A-frames for Driveways and Alleys (12)



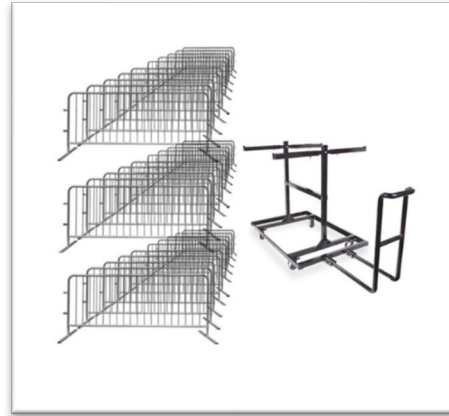
Barrels with tire ring (24) Type 3 Aluminum Barricade (40) With Road Close Signs Mounted (8)



Portable Delineators (100) Crowd Control Steel Barricades (30)



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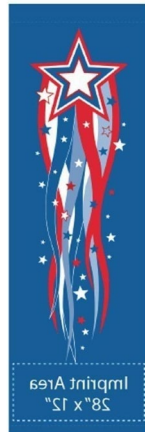


Visitor Experience Enhancements & Park Infrastructure



Street scaping and Décor

11 Banners / Banners



Bobcat Machinery for Infrastructure Management/24ft Flatbed Trailer for Hauling Safety Equipment





Mandan Progress Organization
Executive Director: Matt Schanandore
Office: 701-751-2983
Email: info@mandanprogress.org

Traffic Safety Services signage and updated messaging measures for all downtown events





POLICE

Mandan North Dakota

Date: 09/04/2025

Jason J. Ziegler
Chief of Police
205 1st Ave NW
Mandan, ND 58554
701-667-3250

Jim Neubauer
City Administrator
205 2 Ave NW
Mandan, ND 58554

Mr. Neubauer,

The City of Mandan and the Mandan Progress Organization events have continued to increase and grown in size over the years. Combined, these events bring over 100,000 people to the City of Mandan and specifically, the downtown area of Mandan. It is the Mandan Police Department's and the City of Mandan's responsibility to create a safe and secure environment for all citizens of Mandan and the visitors who attend these events. The goal of the Mandan Police Department is to increase the safety of all citizens who attend these events.

Currently, the following events are held in downtown Mandan:

1. Touch a Truck
2. Buggies and Blues
3. 4th of July Parade
4. Art in the Park
5. Lyon's Heart Gravel Road Race
6. Grand Lighting/Santas Arrival (Holiday Lights)
7. Santa Run
8. Holiday Lights (Dykshoorn Park)

**** All these events require numerous road closures.**

Meridian Archer Barrier system:

The Mandan Police Department is requesting to purchase an additional 24 Meridian Archer 1200 Barriers, arrestor cables and one archer-manual hauler 2.0 using Visitor Fund monies. The additional archer barriers will be used to secure the numerous public events held in downtown Mandan and other areas within Mandan. The Mandan Police Department currently possesses 8 Archer Barriers, which are being used to assist in securing sidewalks in the downtown area when Main St is closed to traffic. Currently, the Archer Barriers cannot be used to close any roadways because 8 barriers are not enough. To close a roadway completely with Archer Barriers, the Mandan Police Department would need 11 barriers for closing one direction of Main Street and 22 barriers to close both directions of Main St.

Archer Barriers are designated and certified by the U.S. Department of Homeland Security under the SAFETY Act as qualified anti-terrorism technology. This designation protects Meridian's customers, partners and users from third-party liability claims stemming from terrorism, as determined by Department of Homeland Security.

These vehicle barriers will have the ability to close multiple lanes of travel and limit vehicle travel into the closed areas. The modular vehicle barrier system is designed to be installed by one or two individuals quickly and efficiently and can be set up in multiple different configurations, depending on the need. A modular vehicle barrier system will stop a 16,500lb vehicle traveling at 30mph. These barriers are considered a non-lethal way of stopping vehicles and limiting potential vehicle incursions and injuries to citizens attending Mandan Events.

Gridless Sentry Camera System:

The Mandan Police Department is requesting the purchase of 2 Gridless Sentry Cameras 0 (All-in-One Communications Kit), for placement on Main St in Mandan ND. One camera system would be placed in the area of Main St. and Collins Ave, and the second camera system would be placed in the area of Main St W and 4 Ave NW (possibly placed on Mandan-Morton Library building). These two-camera systems would provide live video coverage and recorded coverage of the areas where a majority of the City of Mandan/Mandan Progress Organization event are held on Main St.

Timeline:

The Archer Barrier system will be ordered once the funds are approved. Once the order is placed, it will take up to 60 days to receive the Archer Barriers. Once the Archer Barriers are delivered, they can immediately be deployed to close roads and protect citizens.

The Gridless Sentry Camera Systems would be purchased once funds are approved and available. Once the order is placed, it will take up to 90 days to receive the equipment and installation completed.

Total Request:

The Mandan Police Department is seeking \$180,000.00 to purchase the Meridian Archer Barriers and \$16,500.00 to purchase the Gridless Sentry Camera System, for a total funding of \$196,500.00 from the Visitors Fund. This price includes 24 Archer Barriers, 23 Arrestor cables, 1 manual hauler and shipping and 2 Gridless Camera Systems, which includes shipping, installation and purchasing of software for 1 year. (See Attached Quote from New Vision, LLC and Meridian Rapid Defense Group).

Community Impact:

The Archer barrier system will benefit the community by providing enhanced security during any event held in Mandan that will require the closure of roads. Most community events held downtown allow for pedestrian traffic on the roadway (Main St), exposing these pedestrians to a vehicle potentially entering the closed section of roadway and causing significant injuries or even death.

An example of not securing a roadway where pedestrians are allowed to walk was on January 1, 2025, when a vehicle was able to access Bourbon Street in New Orleans and 14 individuals died from being struck by the vehicle. Another incident occurred on November 17, 2017, when a vehicle drove through a crowd attending a Christmas parade in Wisconsin, killing 6 individuals and injuring 62. On January 26, 2025, a vehicle crashed into a crowd of pedestrians in Philadelphia celebrating the Philadelphia Eagles winning the Super Bowl, injuring multiple people.

The Archer Barrier system is designed to reduce the potential of a vehicle intentionally or unintentionally driving into a closed section of roadway and potentially injuring or killing individuals at these events. The modular vehicle barrier system will provide additional safety and security for all the events held in downtown Mandan.

The Gridless Sentry Camera Systems will allow for real-time monitoring of all events held on Main St in Mandan ND. The ability to monitor events in real-time could provide a much faster response in critical moments. The Gridless Sentry Camera System will also record and store video for future review during criminal investigations or other needs as necessary. It is common knowledge, cameras not only capture events, but they also provide a level of deterrence of criminal activities.

Procurement:

The Mandan Police Department currently owns the Meridian Archer Barrier Trailer Kit, which was purchased through the North Dakota Department of Emergency Services grant. Meridian Rapid Defense Group, who manufactures and sells the Archer Barriers, already has a GSA Advantage Cooperative Purchasing contact with the United States Government, which would be utilized in the purchase of the additional Archer Barriers, arrestor cables and manual hauler.

The Gridless Sentry Camera system is sold by New Vision, LLC, Bismarck ND. New Vision, LLC has a contract under the North Dakota Officer of Management and Budget and the State Procurement Office (See Attached contract).


Chief Jason Ziegler

09-05-25
Date:



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-11956

GSA Contract #47QSWA19D001F

07/23/2025

Bill To

Mandan Police Department
Captain Patrick B. Haug
205 1st Ave North West
Mandan ND 58554
United States

Ship To

Mandan Police Department
Captain Patrick B. Haug
205 1st Ave North West
Mandan ND 58554
United States

Date	Expires	Shipping Method	Sales Rep
07/23/2025	10/21/2025	Freight Out	Logan J Dowell

Item	Price Level	Quantity	Rate	Amount
AB1200 Archer 1200 Barrier	GSA	24	6,513.75	\$156,330.00
AACN4F022 Archer Arrestor Cable – 4 ft.	GSA	23	574.18	\$13,206.14
AMHA003-2 Archer Manual Hauler 2.0	GSA	1	1,925.18	\$1,925.18
F Freight Charges		1	6,995.00	\$6,995.00

Subtotal \$178,456.32

Tax (0%) \$0.00

Total \$178,456.32





We have prepared a quote for you

Budget pricing for city of Mandan police department
city wide pole mount cameras.

PREPARED FOR

City of Mandan Police Department

Quote # 005550 v 1

Phone: 701.222.8888 Email: jordan@newvisionnd.com

Monday, August 11, 2025

City of Mandan Police Department
Patrick B. Haug
205 1st Ave. NW
Mandan, ND 58554
phaug@mandanpd.com

Dear Patrick B.,

ELECTRONIC SECURITY SYSTEM AGREEMENT

Date: 08/08/2025

Contract No: 005550

Subscriber's Name: City of Mandan Police Department

Contact Name: Patrick B. Haug

205 1st Ave. NW, Mandan, ND, 58554

Contact No: (701) 667-3250

Contact Email: phaug@mandanpd.com

1. **NewVision Security Systems.** (hereinafter referred to as NEW VISION or ALARM COMPANY agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Products & Services		Recurring Agreement	
Total:	\$16,186.68	Quarterly Total:	\$195.00
Down Payment:	80% (of \$16,186.68) to be invoiced upon delivery of product.	Down Payment:	0%
Balance Due:	20% (of \$16,186.68) to be invoiced upon completion.	Balance Due:	100% (of \$195.00) to be invoiced upon completion.

2. **DESCRIPTION OF EQUIPMENT AND SERVICES:** Upon signing the document identified as 005550, the subscriber, referred to as City of Mandan Police Department, agrees to accept the equipment and services outlined in the products and services tab. Subscriber agrees to purchase a security system and/or to subscribe to the services set forth herein in accordance with the terms of this Agreement and the attached Schedule of Security Services

The service fee for the selected service shall be \$195.00 quarterly payable in advance, billed quarterly. Customer shall pay for all service calls caused by Customer's failure to properly follow operating instructions, failure to close or properly secure the security system and failure to properly adjust the equipment. The security system will not be activated until receipt of all payments currently due.

3. **TERM:** This Agreement is effective as of 08/08/2025. The default duration for the agreement shall continue in effect for a period of three (3) years. After three (3) years, the Agreement shall automatically renew from year to year thereafter unless terminated by either party by written notice given at least thirty (30) days prior to the expiration of the original or any extended term or except as provided herein.
4. **CONTRACTOR APPROVAL:** This Agreement shall not be binding upon Contractor unless approved in writing by an officer of Contractor. In the event approval is not obtained, this Agreement shall terminate, and the sole liability of Contractor shall be the refund to Customer the amount paid by Customer.
5. **ACKNOWLEDGEMENT:** By signature below, Customer agrees that Customer has received a copy of this Agreement and that Customer is the legal owner of the property or has permission of the legal owner to authorize this installation.
6. **SERVICE FEE ADJUSTMENT:** The service fee shall remain fixed during the first year of this Agreement. After the first year contractor may increase service fee, such increase will not exceed 10% calendar year.
7. **MARITAL PURPOSE STATEMENT:** If I am married, I certify that the obligations incurred under this Agreement are incurred in the interest of my marriage and family.

FOR RESIDENTIAL CLIENTS ONLY: 3 DAY RIGHT TO CANCEL

YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO NEWVISION SECURITY 3320 HAMILTON St UNIT 5 BISMARCK, ND 58503 BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL". A DUPLICATE CAN BE PROVIDED FOR YOUR RECORDS. IF YOU CANCEL, ANY PAYMENTS YOU MADE UNDER THIS AGREEMENT AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY YOU, WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT OF YOUR CANCELLATION.

ADDITIONAL TERMS CONDITIONS

PURCHASE PRICE. The purchase price is the cost for the System including installation. Contractor assumes no liability for delay in installation, or interruption of service due to strikes or other obstructions within walls and it is Customer's obligation to make Contractor aware of such conditions, failing which Contractor shall have no responsibility whatsoever for any damage that may be caused.

INSURANCE, LIMITATION OF LIABILITY

IT IS UNDERSTOOD AND AGREED THAT CONTRACTOR IS NOT AN INSURER AND THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY CUSTOMER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SERVICE AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES. CONTRACTOR MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS INTENDED TO DETECT OR AVERT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, OPERATION OR NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, WARRANTY OR STRICT OR PRODUCT LIABILITY ON THE PART OF CONTRACTOR, ITS EMPLOYEES OR AGENTS.

CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN OR A FAILURE OF THE SYSTEM TO PROPERLY OPERATE BECAUSE OF AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE OR FIRE DEPARTMENT; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY CONTRACTOR'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR FAILURE OF ITS EQUIPMENT TO PROPERLY OPERATE AND THE NATURE OF THE SERVICES TO BE PERFORMED BY CONTRACTOR.

CUSTOMER AGREES AND UNDERSTANDS THAT IF CONTRACTOR SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, CONTRACTOR'S LIABILITY SHALL BE LIMITED TO 10% OF THE ANNUAL SERVICE FEE or \$250, WHICHEVER IS GREATER. THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF CONTRACTOR'S OBLIGATIONS OR FROM ITS NEGLIGENCE, OR THAT OF ITS

EMPLOYEES OR AGENTS, ACTIVE OR OTHERWISE.

IN THE EVENT THAT A CUSTOMER WISHES CONTRACTOR TO ASSUME GREATER LIABILITY, CUSTOMER MAY, AS A MATTER OF RIGHT, OBTAIN FROM CONTRACTOR A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT TO CONTRACTOR, AND A RIDER SHALL BE ATTACHED HERETO SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL AMOUNT BUT THIS ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CONTRACTOR AS AN INSURER.

WHEN CUSTOMER HAS THE PROPERTY OF OTHERS IN ITS CUSTODY, OR THE SECURITY SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SECURITY SYSTEM IS MONITORED BY OTHERS, CUSTOMER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR, ITS EMPLOYEES AND AGENTS FROM AND AGAINST CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT.

ANY CLAIM AGAINST CONTRACTOR BY CUSTOMER SHALL BE SUBMITTED TO CONTRACTOR IN WRITING WITHIN ONE (1) YEAR FROM THE TIME OF OCCURRENCE.

CUSTOMER DUTIES. Customer shall furnish Contractor with a contact list detailing the names, addresses and telephone numbers of all individuals who should be contacted in the event of an emergency. Customer shall be responsible for updating this list as necessary. Customer shall furnish Contractor with daily and holiday opening and closing schedules. Customer shall allow Contractor unrestricted access to the premises for any reasons arising out of or in connection with this Agreement. Customer shall obtain and pay for all licenses, permits or other charges required by governmental authorities for the installation and operation of the system. Customer shall carefully and properly set the system prior to securing the premises. Customer shall pay all City, State or Federal taxes imposed with regard to the system or the services provided by Contractor.

TELEPHONE LINES. Customer shall pay all charges made by any telephone company for installation, leasing and services charges of connecting Customer's premises to acknowledge that if Contractor utilizes a digital communication for the purpose of transmitting alarm signals from Customer's premises to Contractor's monitoring center that the signals from Customer's security system are transmitted over Customer's regular telephone or cellular service to Contractor's monitoring center and in the event Customer's telephone service is out of order, disconnected or placed on vacation or otherwise interrupted, signals from Customer's security system will not be received in Contractor's monitoring center during such interruption in telephone service and the interruption will not be known to the Contractor. Customer further acknowledges and agrees that signals to the monitoring center are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of Contractor and are maintained and serviced by the telephone company or utility.

SYSTEM OPERATION. It is understood and agreed that it is the obligation of the Customer to properly operate the system, including the regular testing of any ultra-sonic, microwave, or other electronic equipment designated on the Schedule of Security Service, prior to setting the security system for closed periods, according to procedures prescribed by Contractor, and to notify Contractor promptly in the event that such equipment fails to respond to the test. It is the responsibility of Customer to carefully and properly set the security system each night or at such other time as Customer shall close the premises.

WARRANTY. If any part of the system is defective in a material or workmanship, Contractor shall make all repairs and replacement of parts without cost to the Customer for a period on one (1) year from the date of invoice. This warranty shall not include batteries and, in the case of camera surveillance system, shall not include film and, in the case of closed circuit television systems, shall not include the vidicon tube. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER RESULTING FROM A BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR OR NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

This ANY CUSTOMER NETWORK CHANGES OR NETWORK RELATED ISSUES THAT TRIGGERS A SERVICE CALL DOES NOT FALL UNDER WARRANTY, IF IT'S A NETWORK INTERNAL TO THE SERVER OR NVR THEN IT WOULD FALL UNDER WARRANTY. ACTS OF GOD MEANING WATER DAMAGE, LIGHTNING, ETC. MISUSE OF SYSTEM, NON-QUALIFIED PERSONNEL (PEOPLE OTHER THAN NVS) WORKING ON THE SYSTEM, ETC. ADDITIONAL TRAINING OF THE SYSTEM AFTER INITIAL TRAINING & CUSTOMER HAS SIGNED OFF ON THE TRAINING DOCUMENT. SPECIFICALLY REFERRING TO TRAINING ADDITIONAL PEOPLE THAT WERE NOT INVOLVED IN THE ORIGINAL TRAINING SESSION AND SIGNED OFF ON. Warranty shall not apply to damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse. Nor shall the warranty be applicable if the Customer fails to properly follow operating instruction nor to problems arising due to interruption of commercial power to telephone service or radio service. Should Customers' account become delinquent at any time, Contractor has right to deem warranty void.

TYPES OF SERVICE. Monitoring is an agreement under which the alarm is transmitted to a remote monitoring location: when an alarm is received, Contractor will verify if Customer caused the Alarm. If no authorized passcode is received from a person at the premise or off the premise location, Contractor will attempt to reach police or fire department.

Time and Material Service is an agreement under which repairs required to the system will be made by Contractor at Customer's Request. Customer shall pay for such repairs based upon contractor's labor and material rates.

No Service: Subscriber acknowledges that any and all services provided by the contractor will be at the subject of the subscriber's request. Contractor will discuss with

the subscriber if service can be provided, the timing of such service, and associated costs. The Contractor reserves the right to decline providing service based on availability, feasibility, or other relevant factors. Any discussions regarding potential service provision do not constitute a guarantee of service. Subscriber understands and agrees that the contractor shall not be liable for any inability to provide requested services.

Times Per Year: Subscriber acknowledges and agrees to the specified number of times per year that the contractor will provide the services as outlined in the agreement. The frequency of service provision shall be determined based on mutual agreement between the parties and shall be documented in writing. Any deviations from the agreed-upon frequency of service provision shall be subject to renegotiation and may result in adjustments to the contract terms, including but not limited to service fees.

Level 1 Testing and Inspections: is an agreement under which Customer authorizes Contractor to make periodic tests and inspections of Customer's security system as noted on the Schedule of Security Service.

Level 2 Inspection & Service: Customer authorizes Contractor to make periodic tests and inspections as well as labor to service customer's system for damages caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communicator devices no longer supported by s, network changes, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service.

Level 3 Parts, Labor & Inspection: Contractor to make periodic tests and inspections as well as labor and material to service system listed in agreement for damages caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communicator devices no longer supported by communication pathways, network changes, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service.

TERMINATION. This Agreement may be immediately terminated by the Contractor without liability, upon written notice to customer in the event of nonpayment for service or Contractor is unable to obtain or retain the use of leased telephone lines, or in the event alarm signaling system components or security system central station are destroyed by for or other catastrophe or substantially damaged so that it is impractical to continue service. Customer agrees that for any termination or cancellation caused because of its default, Customer shall immediately pay to Contractor all charges accrued to the date of termination or cancellation, the service fees for the balance of the Agreement period and any reasonable attorney fees necessary to obtain said amounts.

ASSIGNMENT. Contractor shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or services, including monitoring, which may perform. Customer acknowledges that this Agreement and particularly those paragraphs relating to Contractor's maximum liability, disclaimer of warranties and third party indemnification inure to the benefit of and are applicable to any assignees and/or subcontractors of Contractor, and that they bind Customer with respect to said assignees and/or subcontractors with same force and effect as they bind Customer or Contractor. This Agreement may not be assigned by Customer without the prior written approval of the Contractor.

OTHER CHARGES. If opening and closing supervision is provided, a maximum of fourteen (14) events per week is contemplated. At Contractor's option, excessive events per week may be charged for. At Contractor's Option, a fee may be charged for any false alarm or unnecessary service run caused by Customer. Customer agrees to pay, in addition to the service charges listed herein, any false alarm assessment taxes, fees, fines or charges imposed by any authority having jurisdiction, relating to the installation or service provided under this Agreement and to pay any increase in telephone line charges for transmission of signals under this Agreement. Company reserves the right to have the telephone company bill Customer directly for these charges.

SYSTEM CHANGES. If any agency or bureau having jurisdiction, or Customer by its own act shall require or make necessary changes in the security system as originally installed. Customer agrees, on demand, to pay for the cost of such changes. Any increased charges made to Contractor for such charges shall be borne by Customer and may be added to the service charge made to Customer. So long as this Agreement is in effect, Customer will not add to, modify or remove or permit the removal of system components without written permission of Contractor.

THIRD PARTY INDEMNIFICATION. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents for an against all claims, lawsuits and losses which claim and/or lawsuit is brought or loss is sustained by any third party, including without limitation all claims, lawsuits or losses based upon defects in design, installation, or operation or non-operation of the system, whether those claims are based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability in the part of the Contractor, its employees or agents. This Agreement contains the entire agreement between the parties. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not including in writing in the Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing.

LATE PAYMENT. In the event Customer shall fail to pay any payment within fifteen (15) days of the date payment is due, Contractor shall have the right to discontinue all services under this Agreement until the payments are brought current. Interest shall accrue on all past due balances at the rate of one and one half percent (1.5%) per month. A fee of twenty-five dollars (\$25) will be charged as any NSF check.

FINES AND GUARD RESPONSE. Customer acknowledges that the City of Business in which service is being provided and most other municipalities impose fines for false alarms. In addition, in the event of an alarm, Contractor may retain a guard to protect the property. Customer agrees to pay all fees or fines assessed and guard response charges, regardless of the cause of the alarm.

LOSS OR INCAPACITATION OF MONITORING CENTER. This Agreement may be immediately terminated by Contractor without liability, upon written notice to Customer in the event Contractor designated alarm signal monitoring center terminates its relationship Contractor's or substantially modifies its relationship, or is damaged by fire or other catastrophe, that is impractical to continue service.

CONSTRUCTION LIENS. Contractor hereby notifies Customer that persons or companies furnishing labor materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the Contractor who signs this Agreement, are those who contract directly with the Customer or those who give the Customer notice within (90) days after they first furnish labor or materials for the construction. Accordingly, customer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to its mortgage lender, if any. Contractor agrees to cooperate with Customer and its lender, if any, to see that all lien claimants are duly paid.

GENERAL. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Dakota All notices provided by Contractor under this Agreement shall be provided to the Customer at the address listed above or the last known address provided by Customer. This Agreement including the attached Schedule of Security Services constitutes the provisions of this Agreement shall prevail over any inconsistent terms stated in any purchase order or other document submitted by Customer. Customer shall pay all costs and attorneys fees incurred by Contractor in enforcing this Agreement.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. BY EXECUTING THE DOCUMENT LABELED 005550, THE SUBSCRIBER, DESIGNATED AS City of Mandan Police Department, AFFIRMS THEIR AGREEMENT TO THE TERMS SPECIFIED ABOVE.

Attached is your schedule of equipment, and services and detailed summary. Please sign and submit.

We look forward to doing business with you.

Project Overview

-NVS will provide budget pricing for City of Mandan Police Department, city wide pole mount camera system.

All quotes are good for 30 days. Anything used outside of this scope of work is subject to time and materials. Orders must be placed within 90 days of acceptance of quote or subject to price adjustments. Its our standard process to order product once the signed PO is received. NewVision is not responsible for project delays resulting from supply chain issues.

Jordan Lang

NewVision Security Systems

Company Summary



Our Mission

To protect life and property in the communities we serve; using powerful technologies as a force for good.

Our Core Values

- Integrity & Honesty** | Honesty is telling the truth. Integrity is living out the truth through our actions.
- Service Before Self** | Doing your duty with respect, whether pleasant or unpleasant, and relinquishing your stake in the outcome.
- Fun Teamwork** | Lets work as a team and have fun doing it!
- Exceed Expectations** | Work to exceed expectation in everything we do.
- Family, Community & Customer Oriented**
- Direct Communication** | Being direct in the way we speak, always respond and good communication.

Service Contract Options

1. **Test Only Contract** - Documented annual test on contracted system
2. **Service Contract** - Includes any on-site or remote service needed to keep system operational. Documented annual test included.
3. **Full-Service Contract** - Includes parts and labor and any on-site or remote service needed to keep system operational. Documented annual test included.



CCTV

Description	Price	Qty	Ext. Price
CCTV	\$14,999.18	1	\$14,999.18
Gridless Sentry O: All-In-One Communications kit in rugged case. Includes built-in 4G/LTE modem, antenna, and PoE output for four devices. AC power required		2	

CCTV

Description	Price	Qty	Ext. Price
PWR-40-24 24V, 40W Din-Rail Power Supply (MDR-40-24) – slim type		2	
Installation - Fixed Fee		20	
5MP Multidirectional		2	
T91G61 WALL MOUNT 155.99 155.99 5506-951		2	
T91B57 POLE MNT 100-410MM 92.99 92.99 01470-001		2	
Pole Mount Steel Straps		2	
90W Connectivity Midspan		2	

Subtotal: **\$14,999.18**

Shipping and Expenses

Description	Price	Qty	Ext. Price
Shipping	\$55.00	1	\$55.00
expense	\$937.50	1	\$937.50

Subtotal: **\$992.50**

Commercial Managed Services

Product Details	Recurring	Qty	Ext. Recurring
Gridless Sentry License & remote viewing	\$65.00	3	\$195.00

Quarterly Subtotal: **\$195.00**Subtotal: **\$195.00**



Budget pricing for city of Mandan police department city wide pole mount cameras.

Prepared by:
NewVision Security Systems
 Jordan Lang
 701.222.8888
 jordan@newvisionnd.com

Prepared for:
City of Mandan Police Department
 205 1st Ave. NW
 Mandan, ND 58554
 Patrick B. Haug
 (701) 667-3250
 phaug@mandanpd.com

Quote Information:
Quote #: 005550
 Version: 1
 Delivery Date: 08/11/2025
 Expiration Date: 09/05/2025

Quote Summary

Description	Amount
CCTV	\$14,999.18
Commercial Managed Services	\$195.00
Subtotal:	\$15,194.18
Shipping:	\$992.50
Total:	\$16,186.68

Quarterly Expenses Summary

Description	Amount
Commercial Managed Services	\$195.00
Quarterly Total:	\$195.00

3

NewVision Security Systems

City of Mandan Police Department

Signature: _____
 Name: Jordan Lang
 Title: _____
 Date: 08/11/2025

Signature: _____
 Name: Patrick B. Haug
 Date: _____

STATE OF NORTH DAKOTA
INVITATION FOR BID (IFB)
 (August 2023)

DATE ISSUED	12/29/2023	BID NUMBER	110.7-23-116
BID TITLE	Security & Fire Protection Systems & Services	COMMODITY CODE(S)	680-02 925-37, 39, 84 990-05, 22, 42 936-09
BID QUESTION DEADLINE	1/8/2024 at 12:00 PM CT	CONTRACT NUMBER	118
BID RESPONSE DEADLINE	1/16/2024 at 12:00 PM CT	CONTRACT PERIOD	2/1/2024 – 1/31/2026

PROCUREMENT OFFICER

The Procurement Officer is the point of contact for this IFB. Bidders shall direct all communications regarding this IFB to the Procurement Officer. Please do not add the Procurement Officer to any marketing distribution lists.

PURCHASING AGENCY (STATE): Office of Management & Budget, State Procurement Office
 PROCUREMENT OFFICER: Gabriel Hoggarth
 EMAIL: gjhoggarth@nd.gov
 PHONE: 701-328-2740
 TTY Users call: 7-1-1

Engaging in unauthorized communication or seeking to obtain information about an open solicitation with any state employee or official other than the responsible Procurement Officer or designee is sufficient grounds for suspension or debarment. [N.D.A.C. § 4-12-05-04(7)]

BID QUESTION DEADLINE

Bidders should carefully review the IFB including all attachments. Bidders may ask questions to obtain clarification and request additional information, or object to material in the IFB. Questions and objections must be submitted to the Procurement Officer in writing by the deadline identified in the IFB. If no deadline is specified, questions or objections must be received at least seven days prior to the Bid Response deadline. The Procurement Officer may elect to respond to questions received after the deadline.

Email is the preferred method of submission with the IFB number and title cited in the email subject line. Responses to questions will be distributed as a solicitation amendment unless the question can be answered by referring the bidder to a specific section of the IFB.

A person or firm interested in submitting a proposal should ensure all communications related to the procurement are only with the designated point of contact. This section does not restrict communication with state officials or any member of the legislative assembly unless the state official or member of the legislative assembly is involved directly with the procurement for which the person is interested or has submitted a bid or proposal (N.D.C.C. § 54-44.4-01.1).

STATE PROCUREMENT WEBSITE (SPO ONLINE)

This IFB and any related amendments and notices will be posted on the North Dakota OMB website using the State Procurement Online system (SPO Online). Bidders are responsible for checking this website to obtain all information and documents related to this IFB: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>

Select Recent Solicitations and find this solicitation. Recent solicitations are listed by close date.

Bidders not having completed the Bidders List registration may request to receive notices related to this IFB by contacting the Procurement Officer in writing with the following information: IFB title, business name, contact person, mailing address, telephone number, and email address.

SECTION 1 BIDDERS INSTRUCTIONS

1. **Bidder Checklist.** Have you remembered to?

- Ensure your Bid Response complies with all instructions, terms and conditions, delivery requirements, and specifications.
- Prepare your price in the specified unit of measure, FOB: Destination to the shipping location.
- Sign your bid, and initial any changes or corrections
- Ensure your Bid Response is received by the Procurement Officer by the Bid Response deadline. Called to confirm receipt.
- If using a delivery service, check tracking to ensure the Bid Response will be delivered on time. Contact the Procurement Officer as soon as possible in the event of delays due to weather, etc.
- Submit any required samples or documents.

2. **Definitions.**

- **Bidder:** any person or firm submitting a competitive bid in response to a solicitation.
- **Bid Response:** the executed document submitted by a Bidder in response to a solicitation.
- **Commodities:** all property, including equipment, supplies, materials, printing, insurance, and the lease of equipment.
- **Contractor:** any person or firm having a contract with a governmental body.
- **Procurement Officer:** an individual duly authorized to enter into and administer purchasing contracts and make written determinations with respect thereto; also includes an authorized representative acting with the limits of designated purchasing authority.
- **Purchasing Agency (STATE):** the entity on which the purchase is being made on behalf of.
- **Services:** the furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- **Solicitation:** a document to notify prospective Bidders of a bidding opportunity.
- **N.D.A.C.:** North Dakota Administrative Code; rules with the force and effect of law.
- **N.D.C.C.:** North Dakota Century Code; state laws.
- **OMB:** Office of Management and Budget (OMB); a North Dakota state agency.
- **SPO:** State Procurement Office, a division of the Office of Management and Budget.
- **SPO Online:** a procurement information website maintained by the State Procurement Office pursuant to N.D.C.C. § 54-44.4-14.

3. **Secretary of State Registration Requirements.** The North Dakota Secretary of State has registration requirements for individuals and businesses transacting business in North Dakota. If the successful Offeror is determined to have a registration requirement with the North Dakota Secretary of State, they must be registered before the contract award and registration must remain active for the duration of the contract period (N.D.C.C. § 54-44.4-09.1)

See the OMB [Guidelines to Vendor Registry](#) for more information.

Visit the Secretary of State's [Vendor Registration](#) webpage for information on registration requirements and fees. Visit [FirstStop](#), the Secretary of State's business and licensing software, for online form options.

- Check the [Business Records](#) database to see if a business is registered.
- Contact Secretary of State's office by [email](#) or call 701-328-2900 (choose menu item 2, then option 1).
- If you need to register, fees apply.
- Vendors may need to obtain businesses licenses. See the [list of licenses required of businesses](#) in the State of North Dakota. The link includes information on who to contact, application fees, renewal dates, and the legal reference.

4. **Bidders List.** Individuals or business entities desiring to be notified of bidding opportunities may apply to be placed on the Bidders List (N.D.C.C. § 54-44.4-09) Bidders Lists are used to notify vendors when solicitations are issued on the State Procurement Office Online system (SPO Online). Placement on the Bidders List does not guarantee a vendor will receive notice of every solicitation (N.D.A.C. § 4-12-05-01). There are no fees to register as a bidder. The online application form requests contact information for the receipt of solicitation notices. The Bidders List application and SPO Online system use commodity codes to identify categories of goods, services, and information technology.

The commodity codes used for this solicitation are: 680-02, 925-37, 39, 84, 990-05, 22, 42, 936-09 commodity codes.

Visit the OMB website for instructions and the online Bidders List Application:

Bidders List Registration Website

For assistance with Bidders List Registration, contact State Procurement Help Desk at 701-328-1728 or infospo@nd.gov.

5. **Submission Instructions.** Please follow these instructions to submit your Bid Response. Bid Responses must be received by the Procurement Officer by the Bid Response deadline. Bidders assume the risk of the delivery method selected. Late Bid Responses will be rejected.

Upload Response Through the State Procurement Online System (SPO Online):

Bidders **must** electronically submit Bid Responses through the State Procurement Office Online system (SPO Online) by the Bid Response deadline.

DO NOT WAIT UNTIL THE "LAST MINUTE" TO SUBMIT A RESPONSE. Recommend uploading response 24 hours prior to the Bid Response deadline.

Bidder must begin the electronic submission process well in advance of the Bid Response deadline to allow for transmission and resolution of any technical difficulties. Be advised that the STATE is not responsible for a Bidder's failure to timely submit a Bid Response due to any technical difficulties. If you experience any technical difficulties contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701.328.2740.

If documents are in the process of being uploaded when the Bid Response deadline occurs, the upload process will stop. The attempted submission will not be uploaded successfully and is ineligible for consideration. The STATE takes no responsibility for electronic submissions that are captured, blocked, filtered, quarantined, or otherwise prevented from uploading by any anti-virus or other security software.

1. This solicitation is posted on SPO Online at: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>
2. Select "Recent Solicitations" and find this solicitation. Solicitations are listed by close date.
3. Use "Upload Response" to upload a maximum of five (5), clearly labeled documents before the Bid Response deadline.
4. Offerors must upload their Bid Response as requested in the Bid Response section of this IFB.
5. The maximum file size allowed is 50mb per file.
6. There is a 50 character file name limitation for the document being uploaded.
7. There is 75 character limit in the TITLE field within SPO Online.
8. All SPO Online field entries must be alphanumeric. Dashes and underscores are allowed; however, the system does not accept other special characters such as apostrophe, & symbol, quotation marks, etc.
9. DO NOT submit documents that are embedded (zip files), movies, wmp, encrypted, or mp3 files.
10. Bidder will receive an email confirmation from infospo@nd.gov that the upload response was received including the "File Description" for the uploaded files. Review this email to ensure all files were successfully uploaded. If Bidder do not receive an email confirmation, the upload was not successful, and you will need to upload the files again. If Bidder does not receive an email confirmation after the reattempt, contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701.328.2740.

Visit <https://www.omb.nd.gov/sites/www/files/documents/doing-business-with-the-state/procurement/spo-electronic-response-external-job-aid.pdf> for the SPO Electronic Response Job Aid which describes how to submit an electronic response.

6. **Additional Terms and Conditions.** Additional terms and conditions submitted with a Bid Response are of no effect unless accepted in writing by the Procurement Officer. Bid Responses with additional terms and conditions may be rejected as non-responsive. (N.D.A.C. § 4-12-11-06).
7. **Additional Terms and Conditions - Continued.** Additional terms and conditions from within a participating addendum, order form, or other service-establishing CONTRACTOR-provided document are not allowed.
8. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to Bid Response deadline so reasonable accommodation can be made.
9. **Bid Response Held Firm.** Bid Responses are not awarded at the bid opening. Bidders must hold their Bid Responses firm for 30 days, unless otherwise specified by the Procurement Officer in writing.
10. **Bid Response Opening.** A public Bid Response opening will be held. The Procurement Officer will hold the Bid Response opening will be held:

Webinar or Conference Call

Participation Instructions:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 277 672 726 009

Passcode: 7f4n8D

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

teams@join.nd.gov

Video Conference ID: 116 173 417 5

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 701-328-0950](tel:+17013280950), 140068302# United States, Fargo

Phone Conference ID: 140 068 302#

[Find a local number](#) | [Reset PIN](#)



Enjoy your meeting

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11. **Bid Response Results.** Interested parties may contact the Procurement Officer to obtain a summary of all Bid Responses received and the award. Bid Response results may be posted on SPO Online: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>
12. **Bidders List - Suspension and Debarment.** Placement on the Bidders List does not guarantee a vendor will receive notice of every solicitation. A vendor may be removed from the Bidders List if a solicitation notice is undeliverable. Vendors may be suspended or debarred from the Bidders List for cause. (N.D.A.C. ch. 4-12-05)
13. **Changes/Corrections.** Bidders must initial any changes or corrections to the Bid Response, such as erasures and crossed out/rewritten prices. The Procurement Officer may confirm the Bid Response when changes are not initialed.
14. **Multiple Bid Responses.** Bidders may submit more than one Bid Response in response to this solicitation. Each Bid Response submitted must be prepared in accordance with the Bid Response instructions and meet the stated requirements.

15. **Open Records Requests.** Bid Responses are exempt records until the date and time of the Bid Response opening. After the Bid Response opening, all Bid Responses are subject to North Dakota open records laws. Interested parties may contact the Procurement Officer to request information related to this solicitation.
16. **Packaging.** All packaging must be strong and secure in accordance with accepted commercial practices.
17. **Protests.** Protests of the solicitation must be received by the Procurement Officer within seven days before the Bid Response deadline. Protests of the award or Notice of Intent to Award must be received by the Procurement Officer within seven days after receiving notice of award. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award. Protests must be made in writing to the Procurement Officer and include the basis for the protest. (N.D.C.C. § 54-44.4-12; N.D.A.C. ch. 4-12-14.)
18. **Signature.** The Bidder's authorized representative must provide their printed name, title, and sign the Bid Response. The lack of a signature may be waived as a minor informality, provided a signed Bid Response is submitted by the deadline established by the Procurement Officer. (N.D.A.C. ch. 4-12-10)
19. **Specifications, Compliance.** All Bid Responses must comply with the stated specifications, and the successful Bidder will be held responsible. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the stated specifications must contact the Procurement Officer by the deadline for questions or at least seven days before the Bid Response deadline, so the Procurement Officer can determine whether the specifications need to be amended.
20. **Specifications Prepared by Non-State Personnel.** When a purchasing agency has specifications prepared by someone other than a state employee or official on behalf of the state, that person or business entity must be excluded from submitting bids or proposals in accordance with N.D.A.C. § 4-12-06-06.
21. **Supplier Registration (Payee).** The successful Bidder will be required to complete Supplier Registration, if not already registered as a Supplier. Any individual or business who will be receiving payment from a state agency or higher education institution must complete a registration process to collect important financial and taxpayer information. Payments are generally made by check or automatic clearing house (ACH), and taxpayer information must be collected in compliance with IRS requirements. The State and North Dakota University System (NDUS) have separate financial systems and vendor registration processes.
22. **Withdrawal or changes to a Bid Response prior to the Bid Response deadline.** Before the Bid Response deadline, the Bidder's authorized representative may withdraw or change a Bid Response by making a written request to the Procurement Officer.
23. **Withdrawals or changes to a Bid Response after the Bid Response deadline.** After the Bid Response deadline, no changes may be made to Bid Response, except as provided in N.D.A.C. ch. 4-12-10. The Bidder's authorized representative may make a written request to withdraw the Bid Response.

SECTION 2 EVALUATION AND AWARD

1. **Award.** Award will be made to the responsible Bidder with the lowest priced Bid Response that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
 - All or none.
2. **Award – Printing Preference Laws.** If practicable, all state, county, and other political subdivision public printing, binding, and blank book manufacturing, blanks, and printed stationery must be awarded to a resident North Dakota Bidder. (N.D.C.C. § 46-02-15, N.D.C.C. § 44-08-02, N.D.A.C. § 4-12-16-01)
 - Bid Responses from nonresident (out-of-state) Bidders will be accepted. See Guidelines to North Dakota Purchasing Preference Laws.
3. **Award – Preference Laws.** The reciprocal preference law, N.D.C.C. § 44-08-01, was repealed effective August 1, 2023.
4. **Award – Tie Bid Response Preference.** If a tie occurs between two or more Bidders with equal Bid Response prices or offerors with identical evaluation scores:
 - a. Preference must be given to a resident North Dakota bidder, seller, vendor, offeror, or contractor as defined in N.D.C.C. § 44-08-02
 - b. If a tie still remains, award shall be made in accordance with N.D.A.C. § 4-12-11-05.
5. **Late Bid Responses.** Bid Response responses must be received by the Procurement Officer by the Bid Response deadline. Late Bid Responses will be rejected, regardless of the degree of lateness, unless the delay is due to the error of the Procurement Officer and discovered before the selection of the successful Bidder. (N.D.A.C. § 4-12-08-13)
6. **Responsiveness of the Bid Response.** Any Bid Response that does not meet the requirements of the solicitation, other than mistakes determined to be minor informalities, will be rejected. (N.D.A.C. § 4-12-11-03)
7. **Minor Informalities.** The STATE reserves the right to waive minor informalities in Bid Responses. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the Bid Response document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other Bidders. (N.D.A.C. ch. 4-12-10)
8. **Mistakes.** The Procurement Officer may confirm the Bid Response in the event of apparent errors, such as an unreasonably priced Bid Response. Mistakes will be handled in accordance with N.D.A.C. ch. 4-12-10.
9. **Responsibility of the Bidder.** The Procurement Officer, at any time, may make a supplementary investigation as to the responsibility of any Bidder, even though the Bidder may be on the Bidders List. If a Bidder is determined to be not responsible, that Bid Response will be rejected even if it is the lowest Bid Response, and the Bidder may be debarred or suspended from the Bidders List. (N.D.A.C. § 4-12-11-04)
10. **Rejection.** The STATE reserves the right to reject any and all Bid Responses in whole or in part. The Procurement Officer will send a rejection notice, including the reason for rejection. Bid Responses will be rejected if:
 - a. the Bid Response is determined to be not responsive to the instructions, specifications, and other requirements of the solicitation, other than mistakes or omissions determined to be minor informalities;
 - b. the Bid Response is determined to be late;
 - c. the Bidder fails to comply with Bidders List Application requirements by the stated deadline;
 - d. the Bidder is determined to be not responsible, in accordance with N.D.A.C. § 4-12-11-04;
 - e. the Bid Response is not legible.

If all Bid Responses are rejected, the Procurement Officer will send written notice to Bidders, including the reason all Bid Responses were rejected. (N.D.A.C. § 4-12-11-09)

SECTION 3 SPECIAL TERMS AND CONDITIONS

1. **State Contract.** The contract resulting from this solicitation will be a State Contract made available to North Dakota state agencies and institutions.
2. **Cooperative Purchasing.** This contract is a cooperative purchasing contract established pursuant to N.D.C.C. § 54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. § 39-04.2, and the International Peace Garden (hereafter known as "Ordering Agencies"). Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known. Contractor may contact the Procurement Officer for assistance in determining whether an entity is eligible to purchase under this contract.
3. **Term of the Contract.** The term of the contract issued as a result of this solicitation will be as follows:
 - a. **Contract Period.** This Contract term (Term) begins on 2/1/2024, or its Effective Date, and ends on 1/31/2026.
 - b. **No Automatic Renewal.** This Contract will not automatically renew.
 - c. **Extension Option.** STATE reserves the right to extend this Contract for an additional period of time, not to exceed 12 months, beyond the current termination date of this contract.
 - d. **Renewal Option.** STATE may renew this Contract upon satisfactory completion of the initial Contract Term. STATE reserves the right to execute up to 3 options to renew this Contract under the same terms and conditions for a period of 24 months each.
4. **Billing Address.** After delivery of commodities or services under contract, the CONTRACTOR must submit a correct invoice. Payment will be made after inspection and acceptance.
 - Invoices must be addressed to the Purchasing Entity that places an order under this contract. All invoice and payment inquiries must be directed to the Purchasing Entity. Any problems related to late payment may be escalated to the Procurement Officer.
5. **Contract Amendment – Unanticipated Amendment.** After a binding contract has been entered into, no changes may be made, unless prior written approval has been obtained from the Purchasing Agency through execution of a contract amendment. The Contractor may request changes, such as substitutions of a product, by submitting a written request to the Procurement Officer. Unanticipated amendments must be within the scope of the original contract, authorized by the terms of the contract and due to legitimate, unforeseen circumstances. (N.D.A.C. ch. 4-12-13)
6. **Contract Estimated Volume.** The volume of this contract is estimated. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. The CONTRACTOR or CONTRACTORS will be required to furnish actual requirements upon receipt of an order. This contract will not include items of a similar nature, which must be bought for emergency use.
7. **Contract Sales Reports.** The CONTRACTOR must maintain records of sales under the contract and furnish volume of sales information to the Procurement Officer. The CONTRACTOR must furnish reports listing all purchases made by all government entities using this contract. The report must be furnished within 14 days after the request by the Procurement Officer.

The report format will be determined by mutual agreement of the CONTRACTOR and the Procurement Officer.
8. **Order Confirmation.** The CONTRACTOR must confirm the receipt of orders by communicating with the Purchasing Entity within 14 working days of the order placement.
9. **Delivery Time Required.** The CONTRACTOR must meet the specified delivery requirements. If delivery cannot be made within the specified time, the CONTRACTOR must notify the Purchasing Entity in writing of the delay and the approximate date delivery may be expected.

- Delivery must be made within 30 days after the CONTRACTOR receives an order from the Purchasing Entity by issuance of a contract or purchase order or use of a purchasing card.
10. **Delivery Location - F.O.B. Point and Freight.** Delivery, freight, and passage of title shall under this contract shall be as follows:
- F.O.B. Destination to any North Dakota location. All freight and handling is to be included in the item price. Title will pass to Purchasing Entity upon delivery to the specified destination. The CONTRACTOR will file any claims.
13. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
14. **Inspection and Acceptance or Rejection.** The STATE reserves the right to conduct inspections and investigations related to the Bidder and the offered commodities or services, including but not limited to the firm, personnel, qualifications, and the commodities and services offered to make determinations regarding compliance with the Bid Response requirements and responsibility of the Bidder. All material and workmanship are subject to inspection and testing by the STATE at the point of manufacturer, place of storage, or upon receipt. The STATE reserves the right to reject any commodities or services and terminate the contract if the CONTRACTOR fails to comply with the specifications, terms and conditions, or the seller's express or implied warranties. Rejected commodities will be removed at the CONTRACTOR's expense. Failure to satisfactorily perform may result in suspension or debarment from the Bidders List.
- If commodities or services are rejected as being not compliant with the requirements of this solicitation, the STATE will inform the CONTRACTOR in writing. The Purchasing Agency may provide the CONTRACTOR with a reasonable opportunity to cure, whenever practicable, as set forth in writing by the Purchasing Agency.
15. **Invoicing.**
Orders will be placed by state agencies and institutions.
16. **Pricing – Tax Exempt.** All prices must be in United States currency. Bid Response prices must include all discounts and deductions, and to be less federal and state taxes. Bidders may contact the Procurement Officer to obtain the Purchasing Agency's tax exemption number and tax-exempt certificate.
17. **Price Adjustment.** Pricing during the term of the contract will be as follows:
- **Pricing, Firm-Fixed with Adjustment Provisions.** Pricing shall be firm for the first 12 months of the contract period. After the firm-fixed period, the CONTRACTOR may submit a request for a price increase to the Procurement Officer. Requests for a price increase must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. The STATE reserves the right to accept or reject, within 30 days, or cancel the contract. The CONTRACTOR shall immediately inform the STATE of any price decreases. Price changes will become effective upon execution of a contract amendment. All orders placed are to be billed at prices in effect at the time of the order, not the date the shipment is made.
18. **Pricing, Unit of Measure.** The unit prices is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail. (N.D.A.C. § 4-12-10-02)
19. **Service – Local Requirement.** In emergency situations, services within 48 hours after placement of an emergency service call may be required. CONTRACTOR must have facilities or service providers within a commuting distance to meet this requirement for any site needing service within the state of North Dakota.
20. **Background Checks for CONTRACTOR Personnel.** The Purchasing Entity may require background checks to be performed on all CONTRACTOR Personnel who will access their facilities.

Should the Purchasing Entity require background checks, CONTRACTOR shall provide the Purchasing Entity with the names of all individuals that will have access to the premises along with background checks for each individual for approval by the Purchasing Entity. This information must be received prior to the CONTRACTOR Personnel attempting to access the facility, and the CONTRACTOR must receive confirmation of approval. CONTRACTOR will be responsible for notifying the Purchasing Entity if any CONTRACTOR Personnel changes and provide

background checks for any new CONTRACTOR Personnel. Under no circumstance shall any CONTRACTOR Personnel have access to the facility without a background check and approval by the Purchasing Entity. All background check and supporting documentation shall be provided through the North Dakota Bureau of Criminal Investigation. The cost of the background checks will be the CONTRACTOR's responsibility. At any time during the contract period, the Purchasing Entity may request the CONTRACTOR to provide updated background checks of any CONTRACTOR Personnel that have access to the premises.

21. **Travel.** STATE shall reimburse Contractor for expenses related to travel at amounts not to exceed those outlined below:

- Lodging: Reimbursement shall not exceed the then-current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. STATE shall not reimburse for incidental and miscellaneous expenses charged to the room, including alcohol, telephone charges, or entertainment (e.g., movies).
- Meals: Meals shall be paid on a per diem basis for each day of travel at then-current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy-five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.

Payment for any travel expenses that exceed the travel budget as agreed upon by the parties must be approved by STATE.

22. **Survivability.** At the time of expiration or cancellation of the Contract, any existing extended-term agreements (e.g., participating addenda, task orders, change orders, signed purchase orders, signed purchase agreements, order forms, signed service or maintenance agreements) between CONTRACTOR and the STATE, or Purchasing Entity, will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in that extended-term agreement.

SECTION 4 RISK MANAGEMENT REQUIREMENTS

Bidders are instructed to review the following provisions. Objections to these provisions must be made in writing to the Procurement Officer by the deadline for questions.

1. **Indemnification.** Indemnification provisions are incorporated and made part of this solicitation and resultant contract.

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement

2. **Insurance.** Insurance provisions are incorporated and made part of this solicitation and resultant contract. Bidders are instructed to review the Insurance Requirements. The Successful Bidder will be required to provide the required proof of insurance prior to contract award, and failure to provide evidence of insurance coverage is a material breach and grounds for award rescission. Failure of the CONTRACTOR to keep the required insurance in effect during the term of the contract is grounds for termination of the contract.

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

- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with liability limits of \$2,000,000 per occurrence.
- b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c) Workers compensation coverage meeting all statutory requirements.
- d) Employer's liability or "stop gap" insurance of \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

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

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor or Authorized Dealer.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State.
- c. The State of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured, which shall be achieved through use of a blanket endorsement. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- d. The insurance required in this agreement, excluding Workers' Compensation, through a policy or endorsement, shall include:
 - i. A provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of Contractor's insurance and shall not contribute with it.
 - ii. Cross liability/severability of interest for all policies and endorsements. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.

- iii. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
- iv. Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- e. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
- f. Contractor shall endeavor to provide at least 30 day notice of any cancellation or material change to the policies or endorsements.

SECTION 5 BID RESPONSE INFORMATION

SPECIFICATIONS	
The State of North Dakota seeks to establish a contract with a qualified vendor to provide security and fire protection services and related equipment as required within the 7 categories specified below. The Bidder must provide a filled out Attachment 1, Cost Response Form along with a signed solicitation bid document to be deemed responsive to the solicitation. Vendor must guarantee workmanship at vendor expense for a period of twelve (12) months from date of installation. Work shall be performed in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines. Vendor may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity); however, it is anticipated that most work will be completed during normal business hours. Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by vendor. Once vendor has possession of equipment to be installed, responsibility for all equipment, including storage during installation work, shall be at vendor expense when storage space is unavailable at a jobsite.	
Delivery Address: Potentially any ND Location and Specified at Time of Order	
Delivery Date Time Required: Specified at Time of Order	
Billing Address: Specified at Time of Order	
Bidder Prompt Payment Discount, if applicable: (Discounts not considered in evaluating prices.)	

Category 1 – Fire Detection – Fire Alarm Systems

The reliability of fire detection and fire alarm systems is crucial to providing safety to building occupants and protection of property. All inspection services will be performed in accordance with appropriate local, state, and federal codes. Each inspection service must test that those systems operate as designed, which minimizes the incidence of false alarms that interrupt business operations. All inspections must be conducted by certified fire detection and alarm inspection technicians. When specified, inspection services will include inspecting fire suppression system. A report of inspection findings will be prepared.

Category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LEDs, control panels, control equipment, batteries, and wiring or cabling.

Inquire:

- A. Regarding any changes or modifications of the fire detection and alarm system
- B. Regarding changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA recommended procedures
- C. Regarding the Agencies general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems

Inspections:

- A. Each system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards
- B. Site conditions and identify any issues that could compromise the performance of mechanical and/or electronic components of the system
- C. The general condition of the fire alarm panel and related equipment

- D. Test smoke and heat detectors in accordance with manufacturer specifications
- E. Fire alarm control panels and remote fire alarm panels
- F. All annunciators and zones physically and visually, and test by tripping a detector
- G. Add meter batteries
- H. Exercise flow switches, tamper switches and low-pressure alarms
- I. Output relays and test their activation
- J. Verify, if applicable, that all signals are received by designated alarm service provider
- K. All smoke detectors for cleanliness. Clean all detectors that require cleaning in accordance with manufacturer guidelines, as applicable
- L. Operability of non-restorable heat detector circuits by simulating electrical operation at the wiring connection
- M. Test functionality of all accessible heat-actuating devices, both electrically and pneumatically in accordance with manufacturer specification. When explosive conditions are present, hot water shall be used to heat-test accessible heat actuating devices
- N. And exercise all supervised control valves and switches

Additional Requirements:

- A. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start-up, and HVAC/smoke control
- B. Tag devices as required and perform required record-updates
- C. Provide a brief written report of the inspection to Purchasing Entity, detailing any deficiencies
- D. Be sure Purchasing Entity is updated with proper operation of the equipment, as needed

Category 2 – Access Control Systems – General

Access Control System (TACACS) is a centralized access control system that requires users to send an ID and static (reusable) password for authentication. TACACS uses UDP port 49 (and may also use TCP). Reusable passwords are a vulnerability: the improved TACACS+ provides better password protection by allowing multifactor authentication.

The Access Control Systems category includes, but is not limited to the following services:

- A. All aspects of access control system services
- B. Installation of new systems
- C. Replacement or upgrade of systems
- D. Removal of existing systems
- E. Integration of various types of systems
- F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work

Maintenance and repair (including emergency repairs) of systems:

- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

Provide programming and work individually with each Purchasing Entity information technology staff when installing new or maintaining previously installed systems.

Category 3 – Access Control Systems – High Security

The Access Control Systems – High Security category includes, but is not limited to the following services:

- A. Replacement or upgrade of systems
- B. Testing, training
- C. The DCS category custom-integrates HMI /SCADA operator interfaces with programmable logic controllers (PLCs), and various communication subsystems to create a single integrated security system. Custom tailor, program, and configure to remotely move and secure confined individuals in a specific detention, correctional, courts holding, mental health, or similar secure facility; generally, from a 24-hour central control room supported by distributed satellite stations.

Representative subsystems may include, but is not limited to:

- A. Operator interfaces employing PC-based human-machine-interface (HMI) and supervisory control and data acquisition components (SCADA) software. Configure as client/server or peer systems. Representative pointing devices include mouse, touchscreen, or both
- B. Master-to-master staff intercommunications, typically on a full-duplex, dialup basis
- C. Door monitoring and control systems. Field device interfaces (relays, fuses, and terminals) to detention locking systems and door control programming
- D. Utility monitoring and control systems. Data interfaces or field device interfaces to lighting control panels and relays, power control relays and breakers, flushing control systems, water control valves, telephone cutoff relays, fan control relays, generator monitoring interfaces, transfer switch monitors and transfer relays, and similar utility monitoring and control systems
- E. Perimeter alarm systems. Data interfaces or field device interfaces to perimeter security and intrusion detection systems
- F. Duress alarm systems. Data interfaces or field device interfaces to fixed or mobile duress alarm systems, including body-worn transmitters, duress pushbuttons, and subsystems that provide locating technology

Maintenance and repair, including emergency repairs of system:

- A. Respond on site to trouble calls within four (8) hours, including weekends and holidays
- B. Adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Vendor to be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement

Category 4 – Surveillance Services and Equipment

This category includes, but is not limited to the following services:

- A. All aspects of cloud-based and video surveillance systems, services, and equipment
- B. Installation of new systems
- C. Replacement or upgrade of systems
- D. Removal of existing systems

Maintenance and repair (including emergency repairs) of systems:

- A. Respond on site to trouble calls within four (4) hours, including weekends and holidays
- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

Integration to existing systems as requested

Provide and install all related equipment such as wires and fasteners that may be needed to complete work

Provide the option to use video cards for video surveillance

Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the Ordering Agency.

Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them

Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards

Category 5 – Burglar Alarm Systems

The Burglar Alarm Systems category includes, but is not limited to the following services:

- A. All aspects of burglar alarm system services

System Monitoring:

- A. Provide a 24-hour (UL) station
- B. Provide backup communication, i.e., radio or cell phone

Installation of new systems

Replacement or upgrade of systems

Removal of existing systems

Maintenance and repair (including emergency repairs) of systems:

- A. Respond on site to trouble calls within four (8) hours, including weekends and holidays
- B. Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched
- C. Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement
- D. Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location

Integration to existing systems as requested

Provide and install all related equipment and items that are needed to complete work

The authorized Purchasing Entity representative and/or designee will identify the procedures by which work requests will be assigned

Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an addition or upgrade is warranted

Designate a single point of contact who can address the programming needs of alarm systems in use throughout Purchasing Entity facilities with a certified tech

Vendors must possess the ability to provide for individual access codes

Category 6 – Inspections – Monitoring – Maintenance

Vendor must:

- A. Guarantee system performance 99% uptime
- B. Perform inspections as required by the Purchasing Entity

Fire Alarm/Protective Signaling Systems. Awarded vendors will be required to perform the following semiannual/annual inspection services:

- A. Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances
- B. Inspect fuses, lamps, LEDs, control equipment including all wiring, connections, and insulation; and
- C. Provide the Participating Entities with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties
- D. Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course the year

Alarm Monitoring:

- A. Provide a 24-hour, 7 day per week UL listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service.

Category 7 – Unspecified Security and Fire Systems and Services

Vendor must:

- A. Perform at a level deemed acceptable by the Purchasing Entity, and in alignment with industry standards, for any unspecified security and fire systems and services work not otherwise specified within this IFB.

Service Provider: The CONTRACTOR must provide a dedicated service provider to support for this contract. During the contract term, the CONTRACTOR shall notify the Procurement Officer if CONTRACTOR's service provider changes.

Sales Representative: The CONTRACTOR must provide a dedicated sales representative to provide support for this contract. The sales representative will be required periodically visit ordering agencies to provide information regarding products available under the contract and assistance with order placement. During the contract term, the CONTRACTOR shall notify the Procurement Officer if the CONTRACTOR's sales representative changes.

Service Provider/ Sales Representative Name:	Cameron Fleck
Address:	3320 Hamilton St Suite 5
City & State & ZIP	Bismarck ND 58503
Phone Number:	701-222-8888
Cell Phone Number:	701-471-2301
Toll Free Number:	
E-Mail Address:	Cameron@newvisionnd.com
Fax Number:	

BIDDER INFORMATION AND SIGNATURE

By submitting a Bid Response, the Bidder agrees to sell, furnish, and deliver to the STATE all commodities and services contained in this Invitation for Bid for which a contract is awarded by the STATE. The Bidder shall fully perform the contract in accordance with all the specifications, requirements, terms, and conditions, and shall comply with all applicable provisions of the North Dakota Century Code, including chapters 54-44.4, 46-02, and 44-08, and North Dakota Administrative Code Chapter 4-12, made part of the Invitation for Bid and resultant contract by reference.

Written acceptance of the Bid Response by the STATE constitutes a binding contract made and entered into by and between the State of North Dakota, acting through the Purchasing Agency, and the Bidder named below. Written acceptance may be made by execution of a contract, purchase order, or order using a state purchasing card.

NOTICE. All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties identified herein. Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

Bidder/Contractor Name:	Newvision Security, LLC
Contractor Federal Employer Identification Number (FEIN)	61-1808059
Bidder Street Address/ P.O. Box:	3320 Hamilton St Suite 5
City, State ZIP:	Bismarck, ND 58503
Contact Name:	Cameron Fleck
Contact Title:	President
Telephone Number:	701-222-8888

Email:	Cameron@newvisionnd.com
Authorized Representative Signature:	Cameron
Date:	1/12/24

**STATE OF NORTH DAKOTA
BID ACCEPTANCE AND CONTRACT AWARD**

The parties to this contract (Contract) are the state of North Dakota, acting through the Purchasing Agency (STATE), and the above-named Bidder (CONTRACTOR). This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of signatures of the parties shall be deemed the Effective Date.

NOTICE. All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties identified herein. Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

Acting through its Purchasing Agency:	Office of Management & Budget, State Procurement Office
BY: (Signature)	
Printed Name:	Gabriel Hoggarth
Title:	State Procurement Officer
Date:	1/17/2024

SECTION 6 CONTRACT TERMS AND CONDITIONS

1. **Scope of Work.** CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the commodities and services described in this solicitation.
2. **Compensation.**
 - a. **Contractual Amount**

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed the amount indicated on the Bid Response form (Contractual Amount). The Contractual Amount is firm for the duration of the Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract, unless amended, regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except as provided by an amendment to this Contract.
 - b. **Payment**
 - 1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
 - 2) STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of a correct invoice.
 - 3) Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
 - 4) For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.
3. **Prepayment.** STATE will not make any advance payments before performance by CONTRACTOR under this Contract.
4. **Payment of Taxes by State.** STATE is not responsible for and will not pay local, state, or federal taxes. STATE will furnish certificates of exemption upon request by the CONTRACTOR.
5. **Purchasing Card.** STATE may make a payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.
6. **Termination.**
 - a. **Termination by Mutual Agreement**

This Contract may be terminated by mutual consent of both parties executed in writing.
 - b. **Early Termination in the Public Interest**

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.
 - c. **Termination for Lack of Funding or Authority**

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

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

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

d. Termination for Cause

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

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

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

7. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.
8. **Works for Hire.** CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Contract for STATE shall be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.
9. **Work Product.** All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE'S request upon termination of this Contract.
10. **Confidentiality.** CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.
11. **Compliance with Public Records Laws.** CONTRACTOR Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request. Public records may include: (a) records STATE receives from CONTRACTOR under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.
12. **Independent Entity.** CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying

out CONTRACTOR'S activities and responsibilities under this Contract, except to the extent specified in this Contract.

13. **Assignment and Subcontracts.** CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent, provided, however, that CONTRACTOR may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom STATE is prohibited from conducting business, STATE shall have the right to terminate without cause. CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.
14. **Spoliation – Preservation of Evidence.** CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect such evidence, including the scene of an accident.
15. **Merger and Modification, Conflict in Documents.** This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:
 - a. The terms of this Contract as may be amended;
 - b. STATE's Solicitation Amendments related to this Invitation for Bid;
 - c. STATE's Invitation for Bid;
 - d. CONTRACTOR's Bid Response submitted in response to this Invitation for Bid.
 - e. All automated end-user agreements (e.g., click-through, shrink-wrap, or browse-wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.
 - f. Terms and conditions contained within any documents furnished by the Contractor, including packing slips, shall not supersede the terms and conditions of this contract.
16. **Severability.** If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.
17. **Applicable Law and Venue.** This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
18. **Alternative Dispute Resolution – Jury Trial.** By entering into this Contract, STATE does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
19. **Attorney Fees.** In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.
20. **Nondiscrimination and Compliance with Laws.** CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the Term of this Contract all licenses and permits required by law.

CONTRACTOR is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C. § 54-44.4-15.) CONTRACTOR represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If STATE receives evidence that CONTRACTOR boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if CONTRACTOR has fewer than ten full-time employees.

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

21. **State Audit.** All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.
22. **Effectiveness of Contract.** This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

Attachment 1 - Cost Response Form**VENDOR NAME: Newvision Security, LLC****FIRE DETECTION - FIRE ALARM SYSTEMS (CATEGORY 1)**

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 300.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 150.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 300.00
Monitoring/Maintenance	Per Device/Per Month	\$ 2.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

ACCESS CONTROL SYSTEMS - GENERAL (CATEGORY 2)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 3.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

VENDOR NAME: Newvision Security, LLC

ACCESS CONTROL SYSTEMS - HIGH SECURITY (CATEGORY 3)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 3.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

SURVEILLANCE SERVICES AND EQUIPMENT (CATEGORY 4)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 2.50
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

VENDOR NAME: Newvision Security, LLC
BURGLAR ALARM SYSTEMS (CATEGORY 5)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 2.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

INSPECTIONS - MONITORING - MAINTENCE (CATEGORY 6)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 2.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

VENDOR NAME: Newvision Security, LLC

UNSPECIFIED SECURITY AND FIRE SYSTEMS AND SERVICES (CATEGORY 7)

	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 200.00
Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 100.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 150.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 200.00
Repair - Telephone Support	Per Hour	\$ 100.00
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 250.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 125.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 200.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 250.00
Monitoring/Maintenance	Per Device/Per Month	\$ 2.00
Materials Mark-up	% above supplier cost	25.00%
Subcontractor Mark-up	% above subcontractor cost	10.00%
Other Labor Categories (cannot exceed max rate above):	Unit	Rate
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -
	Per Hour	\$ -

Mandan Progress Organization – 2026 Visitor Fund Request

Detailed Request Itemization

Section	Item	Qty	Unit Cost	Extended Cost
Traffic safety	Traffic safety package (Reflective A-Frames; Type 3 aluminum road-closed signs; 100 portable delineators; 60 additional crowd-control barricades)	1	\$42,000.00	\$42,000.00
Visitor experience	Metal picnic tables	50	\$1,025.00	\$51,250.00
Visitor experience	Remaining park amenities package (drinking fountain w/ bottle fill, 4 benches, 4 garbage receptacles)	1	\$33,750.00	\$33,750.00
Equipment / logistics	Bobcat/Tool Cat machinery for infrastructure management	1	\$60,000.00	\$60,000.00
Equipment / logistics	24 ft flatbed trailer for hauling safety equipment	1	\$22,000.00	\$22,000.00
Streetscape / facilities	Main Street light pole banners (replacement)	1	\$11,000.00	\$11,000.00
Streetscape / facilities	Bandshell maintenance + upgrades	1	\$75,000.00	\$75,000.00
Soft costs	Installation, additional expenses, sales tax & shipping	1	\$30,000.00	\$30,000.00
				-
Total MPO 2026 request				\$325,000.00

Category Roll-Up

Category	Amount	Formula source
Traffic safety / barriers / road closures	\$42,000.00	Traffic package
Visitor experience / park amenities	\$85,000.00	Tables + remaining amenities
Equipment / logistics	\$82,000.00	Bobcat + trailer
Streetscape / facilities	\$86,000.00	Banners + bandshell
Soft costs	\$30,000.00	Installation / tax / shipping

Category Total

\$325,000.00

Mandan Police Department – Visitor Fund Request Detail

Exact Quote Detail

Request Area	Item / Quote Description	Qty	Unit Cost	Extended Cost
Barrier system	Archer 1200 Barrier	24	\$6,513.75	\$156,330.00
Barrier system	Archer Arrestor Cable – 4 ft	23	\$574.18	\$13,206.14
Barrier system	Archer Manual Hauler 2.0	1	\$1,925.18	\$1,925.18
Barrier system	Freight Charges	1	\$6,995.00	\$6,995.00
Camera system	Gridless Sentry camera package (CCTV subtotal – includes system, mounts, installation)	1	\$14,999.18	\$14,999.18
Camera system	Shipping	1	\$55.00	\$55.00
Camera system	Expense	1	\$937.50	\$937.50
Camera system	Managed service / license / remote viewing (quarterly)	1	\$195.00	\$195.00

Barrier system subtotal	\$178,456.32
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Camera system subtotal	\$16,186.68
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Annualized recurring Expense	\$780.00
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Official Request vs Exact Quote

Category	Official Request	Exact Quote / Derived Cost	Variance
Barrier system	\$180,000.00	\$178,456.32	\$1,543.68
Camera system	\$16,500.00	\$16,186.68	\$313.32
Police total	\$196,500.00	\$194,643.00	\$1,857.00

Operational clarifications (from answered questions)

- Barriers would replace some buses / dump trucks currently used for closures and would also cover sidewalks / weak points.
- Barriers would be stored at the MPO storage unit and set up collaboratively by Police Department and Public Works.
- Camera system would be monitored during major events; recording would occur 24/7 for investigation / review as needed.



City Commission

Agenda Documentation

MEETING DATE: April 7, 2026
PREPARATION DATE: March 31, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider sufficiency/insufficiency of protest for Street Improvement District 243

STATEMENT/PURPOSE:

To determine the sufficiency of protest for the Street Improvement District 243 project (Mandan Proper Phase I).

BACKGROUND/ALTERNATIVES:

On March 3rd, resolutions were passed to create Street Improvement District 243. The subsequent 30 day protest period followed, officially concluding on April 6th. During the protest period, an additional public meeting was held to relay project information, seek input, and answer resident questions.

After the 30 day protest period, there was a total of 17.6% of the land area that protested the project.

Due to the insufficiency of protests, we are recommending to forward with final design and bidding. This amendment adds design and bidding, which were intentionally left off of the original agreement until the assessment district was in place. We would anticipate a future amendment to Task Order 10, which would add construction administration and oversight to the agreement if bids are favorable and the Commission wishes to move forward at that time.

ATTACHMENTS:

1. SID 243 Resolution Determining Insufficiency of Protest
2. Amendment 1 - Task Order 10
3. Mandan Proper Protest Map

FISCAL IMPACT:

Moore Engineering's Task Order 10 – Amendment 1 is for \$352,000, which would be assessed to Street Improvement District 243. The total project cost is estimated to be \$10,850,000.

STAFF IMPACT:

Staff will spend time working on final design with Moore Engineering.

LEGAL REVIEW:

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

RECOMMENDATION:

To determine insufficiency of protest for Street Improvement District 243 *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 243 *and enter into a contract with Moore Engineering to complete final design and bidding.*

**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR
STREET IMPROVEMENT DISTRICT NO. 243**

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. 243, on March 3, 2026 (the "Resolution"); and

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

Whereas, more than thirty days have passed since the March 6, 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 March 6, 2026 publications, did not represent a majority of the area of the property included within Street Improvement District No. 243.
2. That proceedings under the Resolution are NOT barred.

Dated and adopted this 7th day of April, 2026

City of Mandan, North Dakota

James Froelich, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator

Amendment No. 1 To Task Order No. 10

1. Background Data:

- A. Effective Date of Task Order: October 7, 2025
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: Mandan Proper PH I (SID 243)

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:
 - 1. Final Design Services. Engineer shall provide Final Design Services in accordance with Part A1.03 of the Agreement. Specifically, the following tasks are included:
 - a. Project management, contract and budget administration (assume 18 weeks)
 - b. Progress meetings with Owner, property owners and other stakeholders.
 - 1) Assume 6 meetings with Owner
 - 2) Assume 2 meetings with other interested parties
 - c. Revise previously created special improvement district documents.
 - d. Additional topographic survey identified during design (Assume 1 full day of additional topographic survey with 2 crew members)
 - 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:
 - 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.
 - k. Facilitate 60% review meeting with Owner.
 - 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.
 - o. Prepare 90% drawings, project manual and opinion of cost. Conduct internal QC review and revise prior to submitting to Owner.
 - p. Facilitate 90% review meeting with Owner.
 - q. Prepare final bidding and contract documents.
2. 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.
- 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: N/A
- 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: \$352,000.00. Part 6.A of the Task Order is modified as follows:
- | | | | |
|------------------------------------|------------------|----------------------|-------------------------------|
| Preliminary and Final Design Phase | <u>\$530,000</u> | \$210,000 | |
| Bidding & Negotiating Phase | <u>\$18,000</u> | N/A | <u>Hourly, Standard Rates</u> |
| Funding Assistance | <u>\$34,000</u> | \$20,000 | |
- E. The schedule for rendering services under this Task Order is modified as follows: Final design will occur between April and November 2026, anticipating a bid opening in December 2026.
- F. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A
- G. Attachments:
1. Mandan Proper PH I Map
 2. Work Breakdown Structure (tasks and hours)

3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$330,000
B.	Net change for prior amendments:	\$0
C.	This amendment amount:	\$352,000
D.	Adjusted Task Order amount:	\$682,000

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 April 7, 2026.

OWNER: **City of Mandan**

ENGINEER: **Moore Engineering, Inc.**

Signed: _____

Signed: _____



Name: James Froelich

Name: Carl Jackson, PE

Title: Mayor

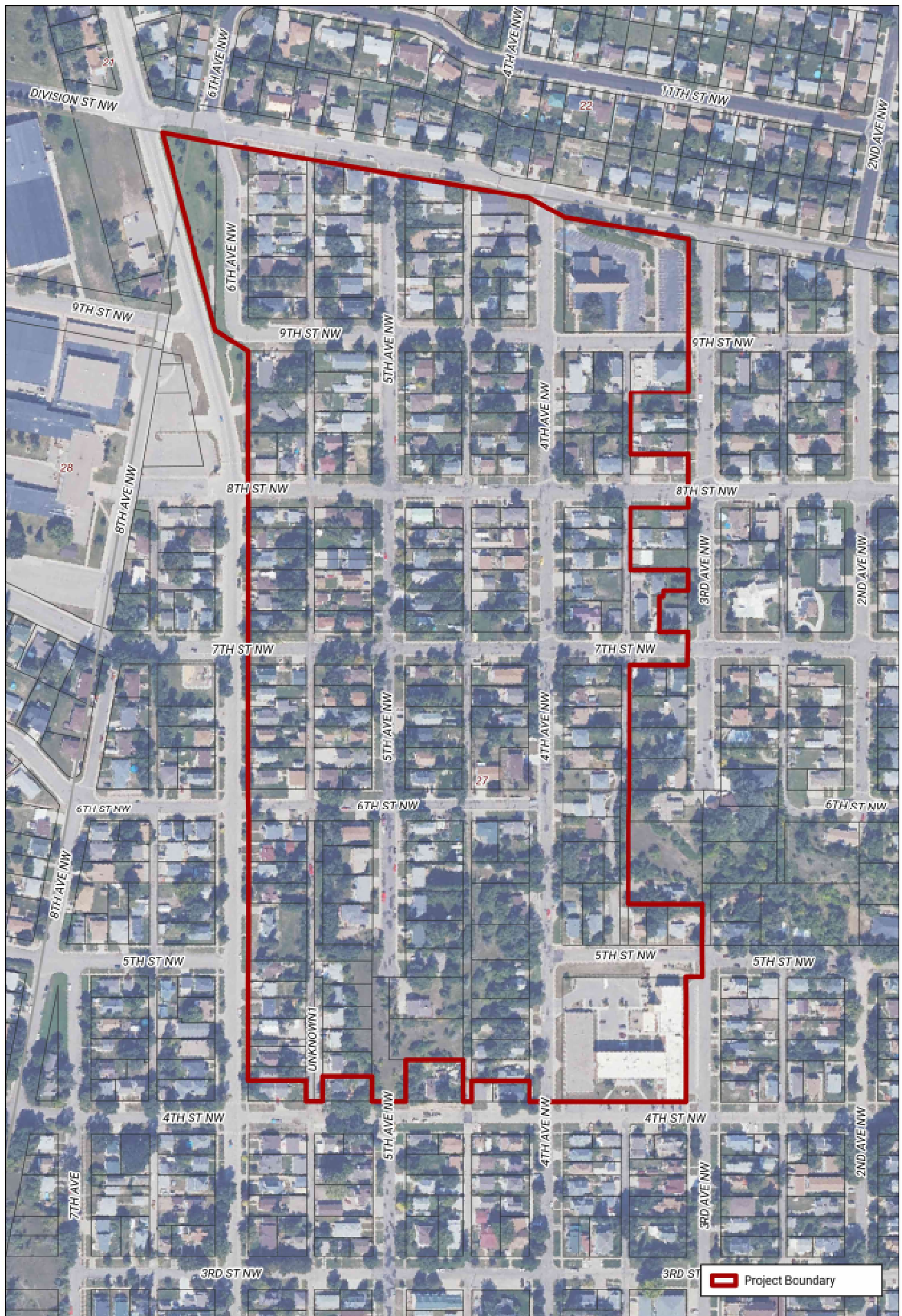
Title: Market Leader

Date

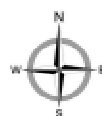
Date

Signed: _____

Signed: 4-1-2026



MANDAN PROPER PH 1 MANDAN, NORTH DAKOTA



0 100 200 400 Feet



Created By: BAS Date Created: 06/20/15 Data Source: 10/20/15 Project Number: 28711
 Exported By: David Leitch Date Exported: 11/22/25 Parcel: ND 9125 Aerial Image: 2014 NADP BDO
 Elevation Data: Coordinate System: NAD83 Vertical Datum: NAVD83
 C:\Projects\2025\28711\28711\Map\ProjectArea\PH1\PH1ProjectArea\Map\ProjectArea\Map.aprx



Project Name: Mandan Street Reconstruction 2027

Project Number: 30712

Client: City of Mandan

DATE: 4/1/2026

PHASE	TASK NO.	PHASE DESCRIPTION	Defined Limits	TASK HOURS TOTAL	PRINCIPAL	SR PROJECT MANAGER	FUNDING SPECIALIST	PROJECT FUNDING ENGAGEMENT CONSULTANT	PROJECT MANAGER	PROJECT ADMINISTRATOR II	SENIOR PE	PE I	CADD STANDARDS COORDINATOR	PROJECT ENGINEER	ENVIRONMENTAL SCIENTIST II	GRADUATE ENGINEER	GIS MANAGER	GIS TECH II	SURVEY MANAGER	SURVEY CREW CHIEF II	SURVEY CREW CHIEF I	OFFICE ADMINISTRATOR I
310		310 - Preliminary Design																				
310	310.001	Internal team coordination		77.00		10			40	5	10	10										2
310	310.002	Initial scoping meeting	1 meeting	9.00					3		3	3										
310	310.003	City of Mandan update meetings	Assume 4	16.00					8			8										
310	310.004	Existing conditions (review old plans, GIS, and discuss with PW)	Information provided by City	90.00					9		8	10				60	1	3				
310	310.005	Field review of existing conditions	Assume up to 10 visits	162.00					2		20	40				100						
310	310.006	Draft existing conditions		50.00								10	20			20						
310	310.007	Review existing conditions with the city	1 meeting	10.00					2			4				4						
310	310.008	Prepare detailed project scope exhibits		40.00					4		4	4	8			16	1	3				
310	310.009	Review sanitary sewer televising	Televising provided by the City	39.00							4	5				30						
310	310.010	Prepare list of specific design considerations. Review with City.	1 meeting	26.00					2		4	4				16						
310	310.011	Prepare detailed design report	Report detailing decisions made	80.00					12		8	20				40						
310	310.011	Determine ADA non compliance locations and ADA issues	Not including detailed design	32.00							4	12				16						
310	310.012	Review electrical scope and develop EOPC	Prairie Engineering	4.00					2							2						
310	310.013	Identify and analyze drainage areas and drainage design alternatives	Up to 4 locations	16.00							4	4				8						
310	310.014	Review water distribution master plan	Provided by the City	26.00					2		8	8				8						
310	310.015	Review sanitary sewer collection master plan	Provided by the City	26.00					2		8	8				8						
310	310.016	Review storm water master plan	Provided by the City	34.00					2		16	8				8						
310	310.017	Develop regional storm water master plan for Mandan Proper PH I-IV	Using ex. Model with updates	219.00					23		48			148								
310	310.018	Traffic review, Road closures and Detour Routing Planning		24.00								4				20						
310	310.019	Prepare maps & typical Section of alternates	Up to 3 sections	16.00							2	4	2			8						
310	310.020	Pavement Design Alternates (tradition/CSB)	Up to 2 alternates	14.00							2	4				8						
310	310.021	30% QMP Review	Review provided by the City	16.00					2		2	4				8						
310	310.022	Incorporate Stakeholder Comments		12.00								4				8						
310	310.023	Compute Quantities & Separation into different Pay Groups (To Match City funds)		24.00								4				20						
310	310.024	Prepare updated EOPC		32.00					2		2	8				20						
310	310.025	Dry Utility Coordination	Identify potential conflicts. Information provided by utility companies	18.00							2	8				8						
				1,112.00		10			116	5	159	198	30	148		436	2	6				2
605		605 - Funding Assistance																				
605	605.001	Prepare DWR preconstruction application	BAIA provided by the City	13.00			12		1													
605	605.002	Attend DWR meetings	2 meetings	4.00					4													
605	605.003	SRF facility plan and environmental report		20.00					2		2				8	8						
605	605.004	SRF application		18.00			16		2													
605	605.005	Develop Special Assessment Boundary Map and Legal Description	1 map						2			2										
605	605.006	Preliminary Special Assessment Calculations	Spreadsheet created and provided to the City	14.00					2			4				8						
605	605.007	Commission Mtg Support - Resolution of Necessity	1 meeting	4.00					2			2										
605	605.008	Technical Support during Protest Period, FAQ for Website, Etc.		24.00					8			8				8						
605	605.009	Score Protest Results & Technical Support at Final Commission Approval Mtg	1 meeting	8.00					4			4										
				105.00		28			27		2	20			8	24						
610		610 - Public Outreach																				
610	610.001	Initial post card mailed to all residents in Mandan Proper PH I - IV	1 mailing	19.00				8	4			2										5
610	610.002	Initial open house for all residents in Mandan Proper PH I - IV	1 meeting	27.00		3		8	8			8										
610	610.003	Post card mailed to residents in Mandan Proper PH I	1 mailing	15.00				4	4			2										5
610	610.004	Initial public meeting for residents in Mandan Proper PH I	1 meeting	27.00				8	8			8										
610	610.005	Formal special assessment letter to all residents in Mandan Proper PH I	1 mailing	19.00				8	4			2										5
610	610.006	Proportionate public meeting for all residents in Mandan Proper PH I during protest period	1 meeting	23.00		3		4	8			8										
610	610.007	Create and host project specific website	For the duration of this agreement. Up to 3 updates	36.00				16	4			4				8	4					
610	610.008	Meet with and engage with residents outside of engagement meetings	Up to 3 meetings	19.00		3			8			8										
				185.00		12		56	48			42				8	4					15
900		900 - Survey Services																				
900	900.001	Topographic survey	Assume 4 weeks with 2 guys. Drone imagery.	352.00								4				4			16	168	160	
900	900.002	Boundary Survey	10 hours of boundary.	22.00								4				4			4	10		
				374.00								8				8		20	178	160		
					22	28	56	191	5	161	268	30	148	8	468	10	10	20	178	160	17	

Percent of Parcels Protesting: 17.6%

