



**PRELIMINARY AGENDA
CITY COMMISSION
AUGUST 4, 2026
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

The public may access the LIVE meeting at:

Watch & Listen

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

Dial: +1 312 626 6799

Listen

Radio Access 102.5 FM
RadioAccess.org

Web:

<https://us02web.zoom.us/j/85213392255>

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

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Construction Project Updates
2. Grill with a Cop - August 13, 5:30-7:30 p.m.

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the July 21, 2026 Board of City Commission Meeting Minutes

G. PUBLIC HEARING

1. Consider the insufficiency of protest for Street Improvement District 244 (8th/27th PH II)

H. BIDS

I. CONSENT AGENDA

1. Consider approval of a new class C liquor license application for Netri Hospitality LLC at Seven Seas Bar & Grill
2. Consider for approval of a Raffle Permit for the Mandan High School Girls Swim & Dive
3. Consider a recommendation to write off the receivable balance for a Mandan Growth Fund loan to Coffees & Kitchens
4. Consider approval of updates to the IT Manager job description
5. Consider adding the \$1,000 donation check, from Mandan American Legion for Grill with a Cop, to MPD's budget so we can spend the funds accordingly

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider a request for a special use permit for multi-use shops for Lot 35, Block 1, Marina Bay Addition
2. Brady Martz to present the results of the 2025 audit
3. Consider the Morton Mandan Public Library 2027 Budget
4. Consider the Mandan Airport Authority 2027 Budget

L. RESOLUTIONS AND ORDINANCES

1. Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027, and making the annual tax levy for the year 2026
2. Consider a resolution determining the insufficiency of protests for Street Improvement District 244 (8th/27th PH II) *Documentation Forthcoming*

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, August 18, 2026 at 5:30 p.m.
 - Tuesday, September 1, 2026 at 5:30 p.m.
 - Tuesday, September 15, 2026 at 5:30 p.m.

O. ADJOURN

Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, Veterans' Conference Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.

**MANDAN POLICE
DEPARTMENT 9th Annual
GRILL WITH A COP**



**August 13, 2026
5:30 pm to 7:30 pm
Eagles Park Shelter 1
100 14th St NE Mandan, ND**

**The Mandan Police Department invites the
public to join us for a**

FREE MEAL

**of hot dogs, brats and hamburgers.
Stop in and meet our officers and staff.
First Responder and City vehicles
will be on display.**

Join us for an evening of fun!

**We appreciate the continued support from our
community and want to show our thanks!!**

The Mandan City Commission met in regular session at 5:30 PM on July 21, 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 Heidi Belohlavek, 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, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Battalion Fire Chief Weltikol, Public Works Director O'Keefe, Business Development & Communications Director Cermak, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Construction Project Updates.* Assistant City Engineer McAdoo-Roesler presented.

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

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

F. MINUTES

1. *Consider approval of the July 7, 2026 Board of City Commission Meeting Minutes.* Commissioner Belohlavek moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider approval of the July 10, 2026 Board of City Commission Special Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the Consent Agenda, including all sub-items. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider renewing water line connection agreement with MDU.*

2. *Consider approval of monthly bills.*

3. *Consider approval of a raffle permit for Friends of Hope Manor.*

4. *Consider Flex PACE letter of support for financing of mixed-use shop condominiums with major improvements for Badlands Property LLP.*

5. *Consider 2026 budget amendment transferring funds from vacant personnel positions to office furniture.*

6. *Consider approval of a gaming site authorization for Development Homes, Incorporated at Powerhouse Bar & Grill/501 Bar & Grill from July 22, 2026 to June 30, 2027.*

7. *Consider contract for roof replacement Mandan City Hall.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider the updated Change Order Policy for the Engineering Department.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Sjoberg moved and Commissioner Belohlavek seconded to adopt the new Change Order Policy. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, August 4, 2026 at 5:30 p.m.*
- *Tuesday, August 18, 2026 at 5:30 p.m.*
- *Tuesday, September 1, 2026 at 5:30 p.m.*

.
O. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 5:43 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 30, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider insufficiency of protest for Street Improvement District 244

STATEMENT/PURPOSE:

To hold a public hearing related to the determination of insufficiency of protest for the Street Improvement District 244 project, 8th and 27th PH II.

BACKGROUND/ALTERNATIVES:

On June 2nd resolutions were passed to create Street Improvement District 244. The subsequent 30 day protest period followed, officially concluding on July 27th. 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 1.1% of the land area that protested the project. There were 1 total protest letters received. Due to the insufficiency of protests, we are recommending to move forward with the design and bidding process. The project will bid in November, with construction taking place in the summer of 2027.

ATTACHMENTS:

None

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

All documents have been made available to the City Attorney.

RECOMMENDATION:

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

SUGGESTED MOTION:

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



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 22, 2026
SUBMITTING DEPARTMENT: Administration/Business Development & Communications
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Liquor License Application

STATEMENT/PURPOSE:

To consider the Netri Hospitality LLC liquor license application

BACKGROUND/ALTERNATIVES:

received 7/12/26.

ATTACHMENTS:

1. Netri Hospitality LLC - Seven Seas Bar & Grill - REDACTED_Redacted

FISCAL IMPACT:

\$250 application fee has been received.

\$3,850 issuance fee will be due upon license issuance.

Police department has found no issues with the initial application.

STAFF IMPACT:

processing

LEGAL REVIEW:

n/a

RECOMMENDATION:

to approve

SUGGESTED MOTION:

I move to approve Netri Hospitality LLC Class C liquor license application from August

City Commission

Agenda Documentation

August 4, 2026

Subject: Consider approval of a new class C liquor license application for Netri Hospitality LLC at Seven Seas Bar & Grill

Page 2 of 2

4, 2026 to June 30, 2027 contingent upon approval of the building inspection, fire department, and health department review.



Individual or Partnership Liquor License Application

City of Mandan

Liquor License Application Information

It is required that the applicant(s) read and understand the City of Mandan Municipal Code Chapter 4 related to Alcoholic Beverages before submitting a completed application.

(https://library.municode.com/nd/mandan/codes/code_of_ordinances?nodeId=PT2CO_CH4ALBE)

A completed application will need to be filed with the City's Finance Department along with a \$250 non-refundable application fee.

Once the application and fee are received, the Finance Department will receipt the payment and move the application through the internal application verification steps with the Police, Building Inspections, Fire, and Public Health Department. If at any time there is an issue or concern found during the internal verification steps, the Finance Department will contact the applicant.

After the application passes all internal verification steps, the Finance Department will contact the applicant for payment of the Liquor License Annual and Issuance (if applicable) fees. These fees are outlined on Page 3. The Annual License fee will be collected for all License Classes at a prorated amount based off the number of months left in the license year (July 1 to June 30) at the time of Commission approval (Annual License fee/12 months X the number of valid months of the license year at the time off approval). Class A, BWO, D, and D1 licenses carry an separate Issuance fee that will need to be paid in addition to the prorated Annual License fee. The application will not be submitted for approval from the City Commission until all License fees are paid.

Once payment for the Annual and Issuance (if applicable) fees are collected and receipted, the Liquor License application will be placed on the soonest available agenda for consideration by the City Commission. The Finance Department will contact the applicant to notify them of the date of the meeting.

After approval from the City Commission, the Finance Department will mail the physical license to the mailing address listed on the application.

If at any time, the applicant has any questions or concerns, they can contact the Finance Department at:

Phone: 701-667-3489

Email: businesslicensing@cityofmandan.com

Mailing Address: 205 2nd Ave NW Mandan, ND 58554

The Applicant will also need to contact Western Plains Public Health and the State of North Dakota Attorney General's Office for other licensing needed for the City license to be valid.

City of Mandan Liquor License Fees
Effective as of July 1, 2022

Annual License Fee

Class	License	Fee
Class A	General Retail On & Off Sale Beer & Liquor	\$4,100
Class B	Club on & Off Sale Beer & Liquor	\$3,720
Special B	Publicly Owned or Operated Facilities On Sale Beer	\$380
Special B	Publicly Owned Facilities On Sale Beer & Liquor	\$380
Class BWO	Retail On Sale Beer & Wine	\$1,2120
Class C	Motel & Hotel On & Off Sale Beer & Liquor	\$3,850
Class D	Exclusive Off Sale Beer & Liquor	\$4,100
Class D1	Exclusive Off Sale Beer & Wine	\$820
Class DY	Distilled Spirits	\$820
Class E	Restaurant On Sale Beer & Liquor	\$2,630
Class F	Restaurant On Sale Beer & Wine	\$1,210
Class G	Commercial Passenger Vessels	\$1,520
Class MP	Member Producer	\$820
Class WB	Wine or Brewery	\$820
Class H	Catered Retail Beer, Wine, & Liquor On-Premises	\$650

License Issuance Fee

Class	License	Fee
Class A	General Retail On & Off Sale Beer & Liquor	\$60,000
Class BWO	Retail On Sale Beer & Wine	\$3,000
Class D	Exclusive Off Sale Beer & Liquor	\$80,000
Class D1	Exclusive Off Sale Beer & Wine	\$40,000

Other Liquor License & Permit Fees

License/Permit	Fee
Application Fee (New Liquor License Applications Only)	\$250
Late Application (Liquor License Renewal Applications Only)	\$50
Special Event—Alcohol Vendor Permit	\$50
Special Catering Permit	\$25
Special Catering Permit (less than 7 days prior to event)	\$50

Legal Name of Company (Must match State of ND Registration)			
Netri Hospitality LLC			
Name of Business at which license is requested (DBA)		Business Phone Number	
Seven Seas Bar & Grill		7016673773	
Business Address (Physical Street Address)	City	State	Zip Code
2611 Old Red Trail	Mandan	ND	58554
Legal Description of Property (Lot & Block)		Applicant must attach a diagram of the physical layout of licensed premises including at a minimum: doors, storage areas, and areas where liquor/beer is purchased and consumed.	
Mailing Address	City	State	Zip Code
2611 Old Red Trail	Mandan	ND	58554
Contact Person	Contact Person Phone Number	Contact Person E-mail Address	
Dhiraj Sharma			
Are you applying as: ☒ An Individual ☐ A Partnership			
Type of License: Class A ☐ B ☐ C ☒ D ☐ D1 ☐ E ☐ F ☐ WB ☐ MP ☐ DY ☐ BWO ☐ SPEC. B ☐ H ☐			

1a. If business is owned by an individual, please provide the name, current address and any other address in the last 5 years, date of birth, and driver's license # and state issued, and citizenship of the individual. It is required that the applicant list the individual name, addresses for the last 5 years, date of birth, and driver's license number, and citizenship, the privacy of which will be maintained by the City of

Name: Dhiraj Sharma
Current Address: [REDACTED]
DOB: 12/10/1984
Driver's License #: [REDACTED]
Citizenship: India

Name: Manisha Bhavsar
Addresses: [REDACTED]
DOB: 08/15/1987
Driver's License #: [REDACTED]
Citizenship: India

Name: Praful Shukla
Current Address: [REDACTED]
DOB: 09/13/1985
Driver's License #: [REDACTED]
Citizenship: India

1b. If business is owned by a partnership, give the name of the partnership and the names, current addresses and any other addresses in the last 5 years, dates of birth, and driver's license numbers and state issued, and citizenship for each member of the partnership. It is required that the applicant list each individual's name, addresses for the last 5 years, date of birth, and driver's license number, and citizenship, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.

2. Name of Individual who is to be in charge of the day-to-day operations and management of the licensed premises, and who will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises. (If the manager changes during the course of the license period you must provide the Finance Department with the updated information about the new manager immediately.)

Name Manisha Bhavsar			
Address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]
Date of Birth 08/15/1987	Age 38	Citizenship [REDACTED]	
If naturalized, give date and place of Naturalization			
Please list all other places of residence in the last five (5) years [REDACTED]			

3. It is required that the applicant attach a separate list showing the occupations and employers of each individual listed in Items 1a, 1b, and 2 during the last five (5) years.

4. Have any of the individuals identified in Item 1a, 1b, and 2 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) previously?

Yes ☒ No ☐ If yes, the applicant must attach a separate page explaining in detail the location, type of business, and date of license or employment.

5. Have any of the individuals identified in Item 1a, 1b, and 2 ever has a license of any kind (including alcoholic beverage license, other business license, or motor vehicle license) suspended, revoked, or not renewed by any local, state or federal agency?

Yes ☐ No ☒ If yes, the applicant must attach a separate page explaining the violation in detail

6. Have any of the individuals identified in Item 1a, 1b, and 2 ever been convicted of a any crime other than minor traffic violations (but including reckless driving or driving under the influence)?

Yes ☐ No ☒ If yes, the applicant must attach a separate page explaining the violation in detail .

7. Do any of the individual identified in Item 1a, 1b, and 2 have any interest whatsoever in any other liquor establishment, either wholesale or retail, within or outside of the state of North Dakota. The interest which must be disclosed also includes a right of inheritance by law or will?

Yes ☐ No ☒ If yes, the applicant must attach a separate page explaining in detail.

8. List all the names, addresses, dates of birth, and driver's license numbers and state issued for all individuals who are authorized to make purchases for the business at which the license is to be used and located. It is required that the applicant list each individual's name, addresses for the last 5 years, date of birth, and driver's license number, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.

Name: Dhiraj Sharma
Current Address: [REDACTED]
DOB: 12/10/1984
Driver's License #: [REDACTED]
Name: Manisha Bhavsar
Addresses: [REDACTED]
DOB: 08/15/1987
Driver's License #: [REDACTED]

9. List all the names, addresses, dates of birth, and driver's license numbers and state issued for all individuals who are authorized to sign checks used to pay payroll and expenses of the business at which the license is to be used. It is required that the applicant list each individual's name, addresses for the last 5 years, date of birth, and driver's license number, the privacy of which will be maintained by the City of Mandan, but is required for the proper background checks.

Name: Dhiraj Sharma

Current Address: [REDACTED]

DOB: 12/10/1984

Driver's License #: [REDACTED]

10. Does the applicant certify that all property taxes have been paid to date on the license premises?

Yes ☒ No ☐ If property taxes are not paid, the application will not be consider complete.

11. If licensed premises is owned by the Applicant, please provide the date of purchase. 08/01/2026

If licensed premises is leased or under contract for deed, the Applicant must attach a copy of executed and dated lease or contract.

12. Does anyone other than the Individual or Partnership applying for this alcoholic beverage license or the business owing the premises have any right, estate, or interest in the lease hold, building, furniture, fixtures, or equipment in the premises for which the license is requested?

Yes ☐ No ☒ If yes, the applicant must attach a separate page explaining in detail.

13. Does the Individual or Partnership applying for this alcoholic beverage license have any agreement, contract, understanding, or intention to have any agreement, contract, or understanding to obtain this license for another, or to operate the business for another, for as agent for another?

Yes ☒ No ☐ If yes, the applicant must attach a separate page explaining in detail.

14. Does the Individual or Partnership applying for this license, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application has been made?

Yes ☐ No ☒ If yes, the applicant must attach a separate page explaining in detail.

15. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health, and zoning regulations and requirements?

Yes ☒ No ☐

16. List the names, addresses, and phone numbers for at least 3 business references.

- 1) Country Inn & Suites Bismarck -3205 N 14th St Bismarck ND 58503 - 9788853068
- 2) India Clay oven Bismarck - Phone # 5059300734
- 3) Sysco Food Bismarck
- 4) Holiday Inn Express Jamestown ND 803 20th ST SW Jamestown ND 58401 Phone # 7012512131

For this application to be considered complete, please make sure you attach the following on separate pages:

1. Diagram of physical layout of licensed premises including entrances, exits, interior doors, windows, tables, coolers, storage, room dividers, and areas where liquor can be purchased and consumed. If the licensed site is part of a larger building such as restaurant, areas such as mixing, serving, and storage must be identified. The diagram should be submitted on a plain 8.5x11 sized paper. The diagram should also include the agency name and the direction "North". The diagram may be hand drawn, but it must be neat and reasonably accurate.
2. A list of occupations and employers for each individual listed in answers to Item 1, 2, and 3 for the last 5 years.
3. If the licensed premise is leased, a copy of the executed and dated lease.
4. Any explanations required by answering any question with "Yes".

Application continues on the next page.

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

Affidavit of Application Completeness and Accuracy,
Sworn Statement of Conditions of Licensure,
and Agreement of Right to Entry of City Personnel

I (We), Dhiraj Sharma and _____ having been sworn and under oath, state that I (we) am (are) the named Owner or Partners, of the above named business or partnership which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I (we) do hereby certify that the above information is true and correct to the best of my (our) knowledge and beliefs.

I (We) do further certify that said Individual or Partnership and employees will abide by the provisions of Chapter 12-01, 12-02, and 12-03 of the Mandan Code of Ordinances and any amendments thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Owners/Partnership and its employees will not permit the violation of any law, rule, or regulation on the premises at which the license is authorized. I (We) further certify that I (the Partnership) acknowledge that this license will only authorize the retail sale of liquor, including beer, wine, and other spirits as defined by the North Dakota Century Code, and limited by this application, at the premises designated in the application and depicted on the attached diagram.

I (We) do further certify and affirm on behalf of myself or the partnership and its employees that I (the partnership) will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence, or a habitual drunkard and that I (we) will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I (We) do further certify and affirm that the applicant or partnership understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of City Commissioners.

I (We) do further certify and affirm that the applicant (partnership) and its employees do hereby consent to the entry of any city official (including administrative building, zoning, health, and fire officials) and its police officers upon the premises described herein at any hours of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I (We) further certify and affirm that I (the partnership) and its employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of search warrant, and the Applicant(s) does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated on this 10th day of July, 2026.

Individual or Partnership:

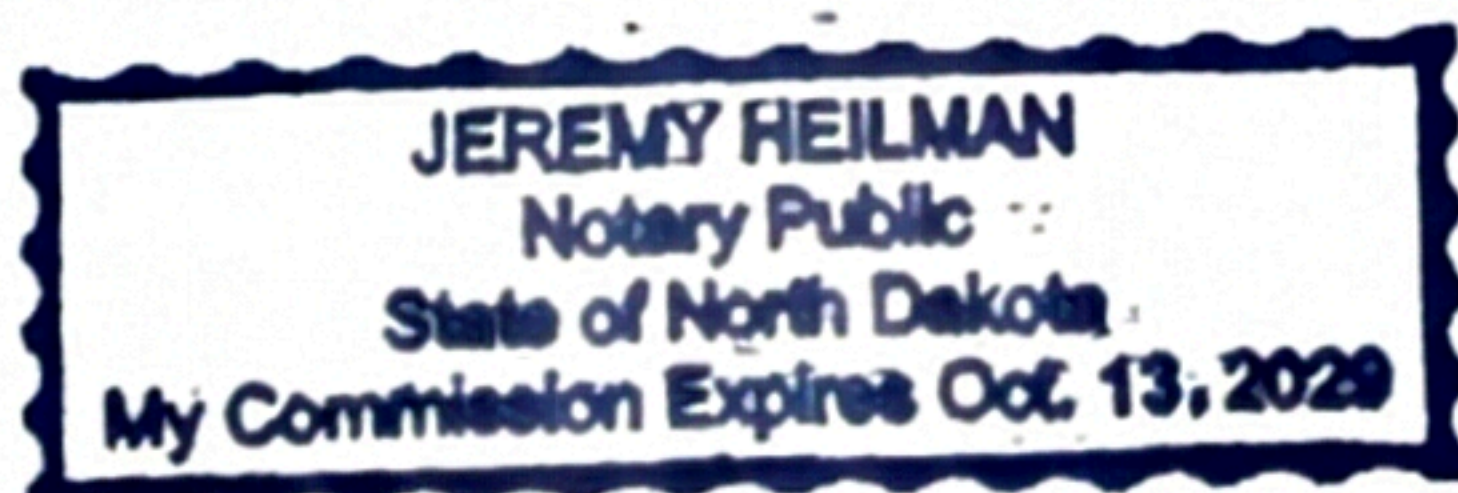
Signature: 

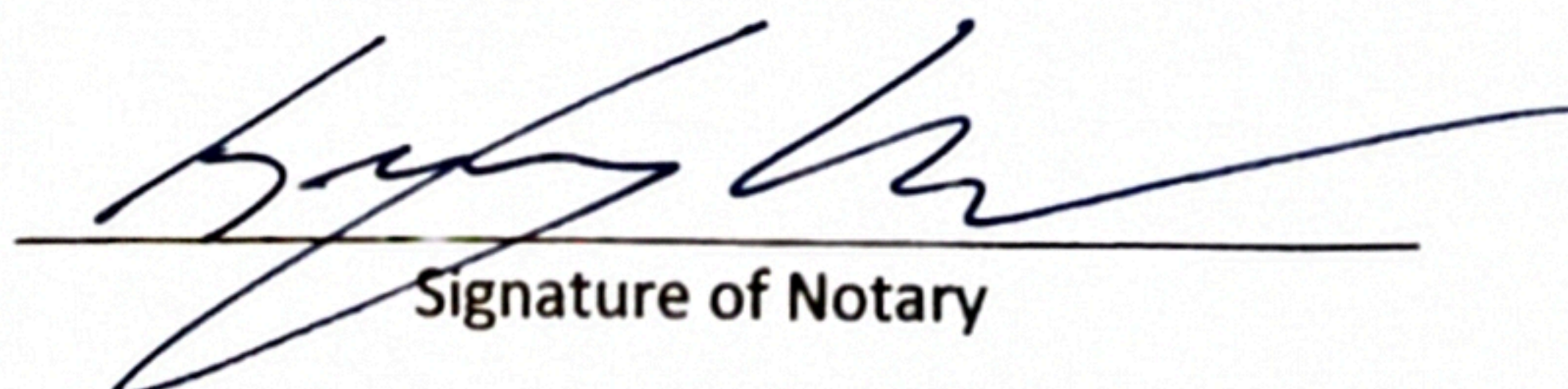
Signature: _____

NOTARY:

Subscribed and sworn to before me on this 10th day of July, 2026.

(Notary Seal)



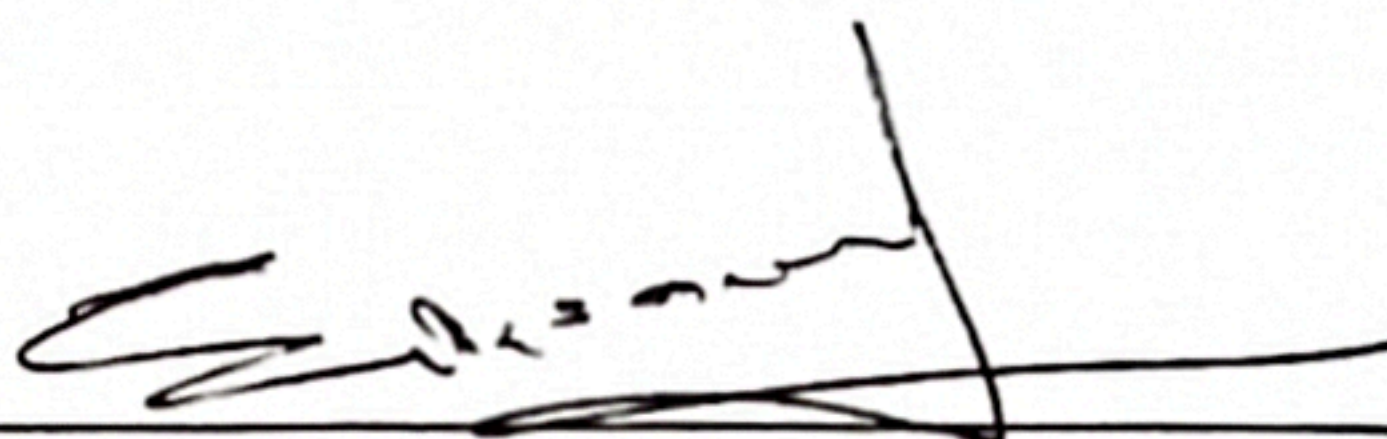

Signature of Notary

Individual

STATE OF NORTH DAKOTA)
)
COUNTY OF MORTON)

I, Dhivraj Sharma, being first duly sworn, deposes and says that they are the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions, and agreement of right to entry by city personnel, that they have read each question and statement contained therein and knows the contents thereof to be true and accurate, and that they have furnished the answers set forth in said application, and that each one of said answers is true to the best of their knowledge.

Dated on this 10th day of July, 2026.

Signature: 

NOTARY:
Subscribed and sworn to before me on this _____ day of _____, 20____.

Signature of Notary

(Notary Seal)

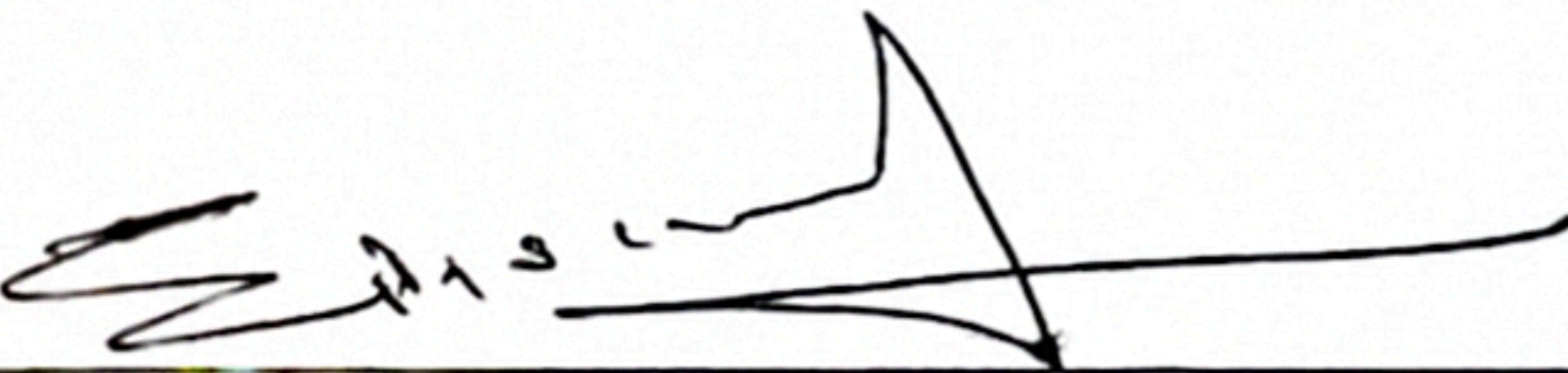
OR

Partnership

STATE OF NORTH DAKOTA)
)
COUNTY OF MORTON)

We, Dhivraj Sharma and Rahul Shukla, manish Bhowse, being first duly sworn, deposes and says that they are the partners in the partnership identified herein, and who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions, and agreement of right to entry by city personnel, that they have read each question and statement contained therein and knows the contents thereof to be true and accurate, and that they have furnished the answers set forth in said application, and that each one of said answers is true to the best of their knowledge.

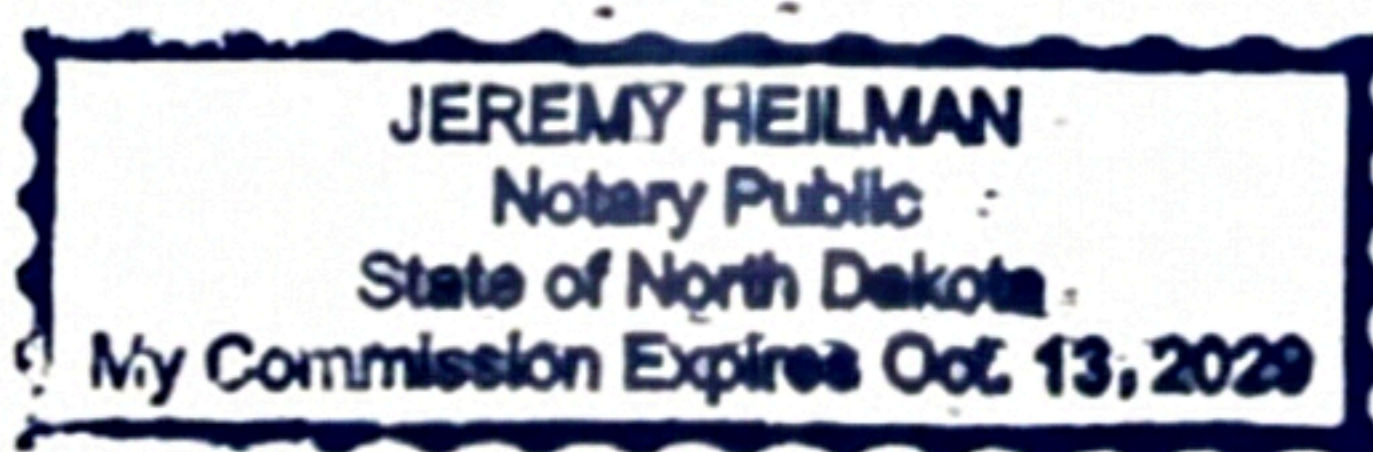
Dated on this 10th day of July, 2026.

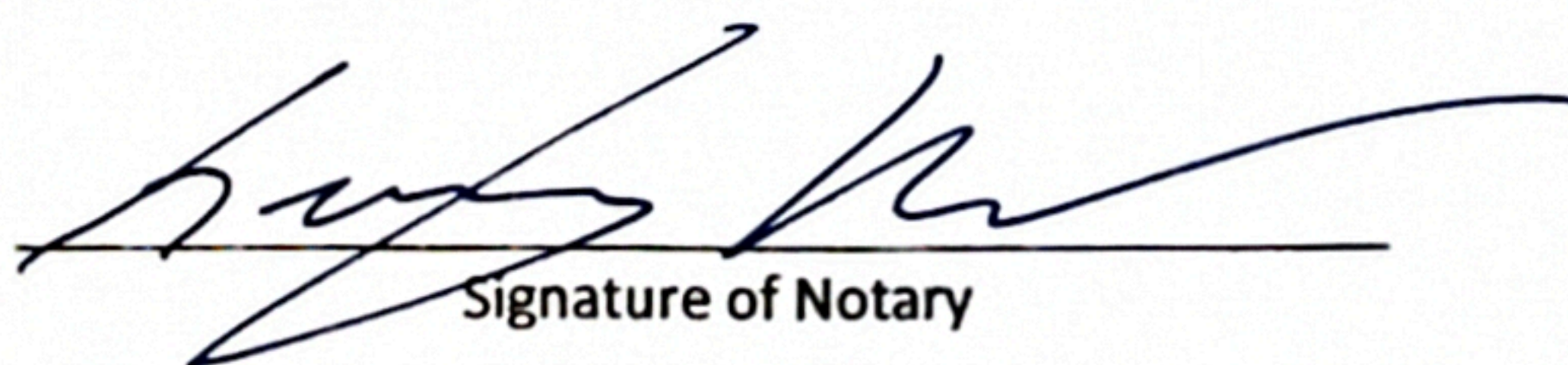
Signature: 

Sign M.M. Bhowse

Signature: SHUKLA P. S

NOTARY:
Subscribed and sworn to before me on this 10th day of July, 2026.




Signature of Notary

OFFICE USE ONLY

Date Application was submitted: 7/12/26

\$250 Application Fee Paid: ☒ Y ☐ N Date: 7/14/26

Finance Review Completed By: Ashlee Newman Date: 7/14/26

Did application advance to the next step? ☒ Y ☐ N

Police Department Review Completed By: Pat Haug Date: 7/17/26

Did application advance to the next step? ☒ Y ☐ N

Building Inspection Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Fire Department Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Health Department Review Completed By: _____ Date: _____

Did application advance to the next step? Y ☐ N ☐

Date of Commission Consideration: 8/4/26

Months of License Year: _____

Prorated Annual License Fee: \$ _____ Date: _____

License Issuance Fee: \$ _____ Date: _____

Commission Approval: Y ☐ N ☐



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 23, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider for approval of a Raffle Permit for the Mandan High School Girls Swim & Dive

STATEMENT/PURPOSE:

Consider for approval of a Raffle Permit for the Mandan High School Girls Swim & Dive

BACKGROUND/ALTERNATIVES:

Mandan High School Swim & Dive is holding a one-time 50/50 Raffle at the Mandan Aquatic Center on 9/11/2026 with proceeds going to the Western Dakota Honor Flight. See attached permit.

ATTACHMENTS:

1. 2026-39 Mandan High School Girls Swim & Dive

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approval for the Raffle Permit for the Mandan High School Girls Swim and Dive.

SUGGESTED MOTION:

I move to approve the Raffle Permit for the Mandan High School Girls Swim and Dive.

City Commission

Agenda Documentation

August 4, 2026

Subject: Consider for approval of a Raffle Permit for the Mandan High School Girls Swim & Dive

Page 2 of 2

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 17926 (8-2025)

Permit Number

2026-39

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 Mandan High School Girls Swim & Dive		Dates Authorized (Read Instruction 2) 9/11/26	
Organization or Group Contact Person Lisa Kitzman	E-mail	Telephone Number 701-226-7322	
Mailing Address 905 8th Ave NW	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name Mandan Aquatic Center		County Morton	
Site Address 901 Division St	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain			
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.) One time 50/50 Raffle to be held at the Mandan Aquatic Center on 9/11/26.			

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 7/23/26	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

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

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

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

pd
ash

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 Girls Swim & Dive - Mandan High School		Dates of Activity (Does not include dates for the sales of tickets) 9-11-26	
Organization or Group Contact Person Lisa Kitzmann	E-mail	Telephone Number 701-226-7322	
Business Address	City	State	ZIP Code
Mailing Address (if different) 905 8th Ave NW	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name Mandan Aquatics Center	County Morton
Site Physical Address 801 Division St. NW	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.)

50/50 Raffle - September 11, 2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash - 1/2 raised	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds 50% Winnings 50% Donation to a Cause - Western Dakota Heron Flight
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 \$50,000 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 Lisa Kitzmann	Telephone Number 701-226-7322	E-mail Address
Signature of Organization Group's Permit Organizer	Title Parent	Date 7/20/26

Information required to be preprinted on a standard raffle ticket:

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$15,000

The retail value of a merchandise prize cannot exceed \$15,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$50,000 per year.

If the value of the planned cash and merchandise prizes exceed \$50,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

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

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

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$50,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 23, 2026
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider a recommendation to write off the receivable balance for a Mandan Growth Fund loan to Coffees & Kitchens.

STATEMENT/PURPOSE:

To consider a recommendation by city staff to write off the receivable balance for a Mandan Growth Fund loan to Coffees & Kitchens, a business that is no longer in business, for \$28,032.34.

BACKGROUND/ALTERNATIVES:

Coffees & Kitchens, Inc. was formed in August of 2002 by Scot Decker. The company specialized in sales of specialty coffee equipment, as well as Soft Serve ice cream equipment. The company also provided all parts and service needed to maintain the equipment as well as supply much of the specialty mixes needed to make the coffees, cappuccinos, and lattes.

Their market area for Electro Freeze includes North and South Dakota, Minnesota, Montana, and parts of Wisconsin. The company utilized several marketing methods including direct mail to over 3,500 businesses (with a return rate of 1.5%), advertising in several yellow pages, trade shows, an internet website (<http://www.coffeesnkitchens.com>) and direct contact sales.

In April 18, 2007 Anthony Redding purchased Coffees and Kitchens, Inc. from Scot Decker and Janet Decker. He assumed all of the outstanding balances that Coffee & Kitchens, Inc. owed to creditors totaling \$412,986.06. The business did not perform and Redding fell behind on payments even though several restructures of existing loan with Lewis & Clark Regional Development Group (LCDG) were completed over time. 2008, 2011 Redding ultimately closed Coffees & Kitchens and moved out of State. The most recent contacts for Redding are in New Mexico. On or around November 2021

Subject: Consider a recommendation to write off the receivable balance for a Mandan Growth Fund loan to Coffees & Kitchens

Page 2 of 2

Redding's account was referred to United Accounts for Collections. LCDG has not received any information from United Accounts regarding any collections.

The payoff calculations for LCDG loans as of April 30, 2023, were \$148,491.41. LCDG requested for the remaining principal balance to be written off.

ATTACHMENTS:

1. 2023 05 23 Coffees and Kitchens charge off request
2. Response Brent Ekstrom
3. Loan Agreement Amendment 2011

FISCAL IMPACT:

The remaining balance due to the City of Mandan is \$28,032.34.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Attorney Oster has reviewed and agrees with the recommendation.

RECOMMENDATION:

City Staff recommends that the receivable balance of a Mandan Growth Fund loan for Coffees & Kitchens be written off.

SUGGESTED MOTION:

I move to approve the writing off the receivable balance for a Mandan Growth Fund loan to Coffees & Kitchens for \$28,032.34.

Mr. Anthony Redding
1040 South Summit Ridge
Santa Fe, NM 87501

Re: Coffees & Kitchens, Inc.
Charge Off Calculation

Coffees & Kitchens, Inc. was formed in August of 2002 by Scot Decker. The company specialized in sales of specialty coffee equipment, as well as Soft Serve ice cream equipment. The company also provided all parts and service needed to maintain the equipment as well as supply much of the specialty mixes needed to make the coffees, cappuccinos, and lattes.

Their market area for Electro Freeze includes North and South Dakota, Minnesota, Montana, and parts of Wisconsin.

The company utilized several marketing methods including direct mail to over 3,500 businesses (with a return rate of 1.5%), advertising in several yellow pages, trade shows, an internet website (<http://www.coffeesnkitchens.com>) and direct contact sales.

In April 18, 2007 Anthony Redding purchased Coffees and Kitchens, Inc. from Scot Decker and Janet Decker. He assumed all of the outstanding balances that Coffee & Kitchens, Inc. owed to creditors totaling \$412,986.06.

EXHIBIT "A"

Name	Account #	Outstanding Balance
Wells Fargo	5586680400011490	\$28,866.17
Dakota Community Bank	602973	6,854.55
Dakota Community Bank	602972	35,161.06
City of Mandan	COM00002	43,449.68
ND Dev Fund	OPER00103	30,136.24
L&C Regional Dev	RCP001094	43,531.56
L&C Regional Dev	RCP001104	48,266.97
L&C Regional Dev	RLF001102	41,990.82
L&C Regional Dev	RLF001132	48,266.97
Ford Motor Credit	041284671	24,198.00
Ford Motor Credit	038935576	34,971.77
Ford Motor Credit	037106844	27,292.27

Total \$412,986.06

Deckers were released of liability.

The business did not perform and Redding fell behind on payments even though several restructures of existing loan with Lewis & Clark were completed over time. 2008, 2011

Redding ultimately closed Coffees & Kitchens and moved out of State. The most recent contacts for Redding are in New Mexico. On or around November 2021 Redding's account was referred to United Accounts for Collections. Staff has not received any information from United Accounts regarding any collections.

The payoff calculations for these loans are as follows as of April 30, 2023.

Loan Number	Date of Loan	Original Loan Amount	Date of Last Payment	Remaining Principal Balance
RCP001094		50,000.00	9/30/2019	26,059.32
RCP001104		50,000.00	9/30/2019	28,984.32
RLF001102		50,000.00	9/30/2019	24,812.82
RLF001132		50,000.00	9/30/2019	28,975.98
COM00002		43,460.74	9/30/2019	28,032.34
OPER00103		25,000.00	9/30/2019	11,626.63
		\$ 268,460.74		\$ 148,491.41

Staff requests and recommends approval of Chargeoff of the principal balance \$148,491.41

If approved, a 1099-C will be reported to IRS and provided to Anthony Redding, as Personal Guarantor and he will be liable for any income taxes due from the Charge off.

Matt Burthold
Commercial Lending Director
(701) 667-7601
matt@lcdgroup.org

MB:dmm

From: [Brent Ekstrom](#)
To: [Madison M. Cermak](#)
Subject: RE: Coffees & Kitchens (Mandan Growth Fund Loan)
Date: Thursday, March 12, 2026 1:56:54 PM
Attachments: [2023 05 23 Coffees and Kitchens charge off request.pdf](#)
[Coffees 06 13 14 settlement offer.pdf](#)

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

Madison,

Here is the write off request. I also included the borrowers request that shows his initial request which was denied and the account was turned over to collections.

Although it has been written off it was turned over to collection. In the event that he would ever settle or the collection company would receive payment we would make payment to the lenders. However, any collection is highly unlikely.

Let me know if you need anything else.

Brent Ekstrom

Executive Director
Lewis & Clark Development Group

200 1st Avenue NW, Suite 100
Mandan, ND 58554

Phone: 701-667-7624
Fax: 701-255-7228
Email: brent@lcdgroup.org
Website: www.lcdgroup.org



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LOAN AGREEMENT AMENDMENT

THIS AGREEMENT made and entered into this 12th day of January, 2011 by and between the Lewis and Clark Regional Development Council (Lender) and Coffees & Kitchens, Inc. (Borrower).

WITNESSETH:

This agreement shall amend the promissory notes #RCP001094, #RCP001104, #RLF001102, #RLF001132, #COM000002 and #OPER00103 and their related loan agreement made and entered into by and between the Lewis and Clark Regional Development Council (Lender) and Coffees & Kitchens, Inc. (Borrower) on various dates.

This agreement shall amend only those portion(s) affected by changes made by this modification, and all other terms and agreements not affected by this modification shall remain in full force and effect.

AMENDMENT

In consideration of payment in the amount of **\$1,000.00**:

1. Combined monthly payment of all loans will be set at \$1,000.00 allocated pro rata between all loans based upon outstanding principal balance.
2. Payments shall be due the 20th day of each month beginning February 20, 2011 and shall continue until loans are paid in full.
3. Borrower shall be granted a 10 day grace period for receipt of payment.
 - a. In the event any payment is not made within 10 days of the due date accounts may be referred to lenders collection attorneys at lenders discretion, without notice.
 - b. In the event payments are referred to lenders collection attorney all interest and fees will be reinstated.
4. All payments will be applied to the principal portion of the loans.
5. If loans are paid off as agreed, lender will waive all accrued interest and late fees.
6. In the event of default the outstanding accounts receivables and reasonable valuation for any outstanding unsold inventory will be applied to the outstanding amount due.

This amendment will take effect upon receipt of the signed agreement by the Lewis and Clark Regional Development Council.

IN WITNESS WHEREOF, The parties hereto executed this agreement the day and year first above written.

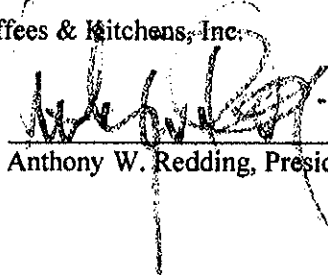
Borrower:

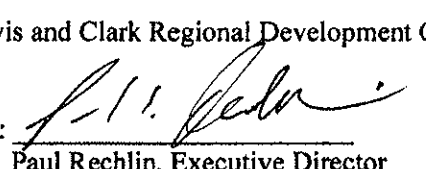
Lender:

Coffees & Kitchens, Inc.

Lewis and Clark Regional Development Council

By:


Anthony W. Redding, President


Paul Rechlin, Executive Director

LOAN AGREEMENT AMENDMENT

THIS AGREEMENT made and entered into this 10th day of October, 2007 by and between the Lewis and Clark Regional Development Council (Administrator) for the City of Mandan and Coffees & Kitchens, Inc. (Borrower).

WITNESSETH:

This agreement shall amend the loan agreement and promissory note #COM000002 entered into by and between the City of Mandan (Lender) and Coffees & Kitchens, Inc. (Borrower) on April 13, 2004.

This agreement shall amend only those portion(s) affected by changes made by this modification, and all other terms and agreements not affected by this modification shall remain in full force and effect.

AMENDMENT

This amendment adjusts the monthly payment amount due for a period of 12 months. On or around December 1, 2008 the financial status of the company will be evaluated and payments will be adjusted accordingly. In the event that the evaluation is not completed or all parties cannot agree upon a revised payment term the payments will remain as listed below until maturity at which time the notes will become due and payable

The monthly payment due will be as follows beginning December 31, 2007:

COM000002 \$400.00

This amendment will take effect upon receipt of the signed agreement by the Lewis and Clark Regional Development Council.

IN WITNESS WHEREOF, The parties hereto executed this agreement the day and year first above written.

Borrower:

Coffees & Kitchens, Inc.

By:

Anthony W. Redding, President

Administrator:

Lewis and Clark Regional Development Council

By:

Paul Rechlin, Executive Director



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 17, 2006
PREPARATION DATE: October 16, 2006
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Mandan Growth Fund Recommendation – Coffees and Kitchens

STATEMENT/PURPOSE - The Mandan Growth Fund (MGF) passes recommendations for funding assistance to the Board of City Commissioners for their consideration. The MGF is recommending approval of the action outlined below; therefore, their recommendation is before the Board of City Commissioners.

BACKGROUND/ALTERNATIVES: A MGF meeting was held July 6, 2006 to discuss a request from Coffees and Kitchens for a restructuring of existing debt Growth Fund loan (Original loan \$50,000). The MGF was not in favor of extending the original terms of the note, however, did suggest a deferral of the principal portion of the loan for 12 months. The remaining principal and interest will be paid over 40 installments following the deferral. This leaves the original maturity date in tact.

ATTACHMENTS: Loan documents

FISCAL IMPACT: roughly \$3,000 in interest will be retained by LCRDC.

STAFF IMPACT: Enter into agreement with Lewis and Clark Regional Development Council to perform certain origination, collection, and administrative functions related to this note. As compensation for the Council's service it will retain 50% of the interest recovered with respect to the note.

LEGAL REVIEW: Brent Ekstrom will be providing loan documents to Malcolm Brown for review.

RECOMMENDATION: The Mandan Growth Fund met on July 6, 2006 and recommends restructuring the existing loan.

SUGGESTED MOTION: I move to approve the Growth Fund recommendation, along with entering a contractual arrangement with Lewis and Clark Regional Development Council for the administration of this note.



October 3, 2006

Jim Neubauer
City of Mandan
205 2nd Ave. NW
Mandan, ND 58554

Dear Jim,

Enclosed please find the Contract for Collection Services between the City of Mandan and the Lewis and Clark Regional Development Council for the collection of the Coffees & Kitchens loan.

I have also included a revised repayment schedule based upon the deferral of the principal portion of the loan for 12 months. The remaining principal and interest will be paid in 40 payments following the deferral. This will leave the original maturity date intact.

Payments collected from the borrower by the Council will be remitted to the City of Mandan with 5 working days from receipt and will include a breakdown of the payment. It is important that the City of Mandan apply the payment on the same day as indicated on the breakdown as received at the Council in order to insure that our records match.

Finally, please forward either copies of the loan documents or the originals and keep copies for the City. As the loan has a seven year term we need copies of the UCC so we can insure the City's security position when the original UCC expires.

Please sign and have the mayor sign the contract and return it with the loan file to the Council.

If you should have any questions, please call me. Thank you.

Sincerely,

Brent Ekstrom
Director
Commercial Lending

Enclosure

CONTRACT FOR COLLECTION SERVICES

This agreement is made this 2nd day of October, 2006, by and between the City of Mandan, 205 2nd Avenue, NW, Mandan, North Dakota (hereinafter referred to as "City"), and Lewis and Clark Regional Development Council, 400 E. Broadway, Suite 418, Bismarck, North Dakota (hereinafter referred to as "Council").

WHEREAS, it is the desire of the City to have Council perform certain origination, collection, and administrative functions with respect to the loan provided by the City to Coffees & Kitchens, Inc.;

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, revolving loan fund management, origination of loan documents collection, administration and servicing of loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

The Council will provide the following services:

1. Council will prepare all loan and security documents as required by the terms and conditions set forth by the City of Mandan. Borrower will be assessed one percent (1%) of the loan amount for origination fees and will be required to pay any hard costs, including but not limited to security filing fees, lien searches, and credit report fees.
2. Council will maintain all security filings, collateral listings, insurance documentation and other documents and filings as may be required in the loan documents.
3. Council will prepare and deliver to the Borrower a "coupon book" indicating dates payments are due and the amount due or provide monthly billing statement to the Borrower based upon the preference of the Borrower.
4. Borrower will make all payments payable to Council.
5. All loan payments received from the Borrower shall be deposited by Council in a FDIC-insured institution. Payments received from the Borrower will be tracked separately from payments received from other borrowers.
6. Council will mail or deliver to the City a check for the full amount received from the Borrowers less the amount allowable to be retained by the Council under terms of this agreement. Council shall send to City documentation of payments made. Payments received from Borrowers between the 1st and 31st of the previous month will be submitted to the City prior to the 15th of the month subsequent month.
7. Council shall receive from and review all reports from the Borrower, such as financial reports, as may be required by the loan documents and by the City for purposes of the loan, and shall deliver copies of said reports to the City as may be required.

8. Council shall provide Grantee with periodic reports, at least annually, of the status of the loan and shall provide such necessary information and account status to any legal representative retained by the City for purposes of collection of any loans.
9. Council shall provide limited assistance with respect to the collection of past-due loan payments. Said limited assistance may be as follows:
 - a. As soon as is practical after payments are ten (10) days late, Council will send a reminder notice to the Borrower.
 - b. A late fee of 15% of the payment amount shall be assessed to the Borrower upon the payment being ten (10) days past due. Collection of late fees shall be at the sole discretion of the Council. Council shall retain all late fees collected.
 - c. As soon as is practical after payments are thirty (30) days past due, Council will attempt to contact the Borrower by telephone or other means to determine the cause of late payment and if any assistance is needed.
 - d. If not already done, and as soon as is practical after payments are sixty (60) days late, Council will attempt to visit with the Borrower in-person.
 - e. The Grantee will be informed by Council in writing if the Borrower is more than ninety (90) days past due.
 - f. At any time during the life of the loan, Council will attempt to provide technical assistance to the Borrower as may be requested by the Borrower or as may be determined necessary by the Council or by the City.
 - f. If situations arise that may require any changes or amendments to the loan agreements, Council will confer with the Borrower and present to the City its recommendations, including terms for work-out agreements and other, as may be advisable. If approved by the City, Council will assist in preparing or presenting such proposed changes to the City for its approval. If such changes or amendments are approved by the City, Council will prepare all necessary documents.
 - g. The City shall be responsible to determine when, or if, legal action shall be initiated on any loan for default or breach of contract and for all costs and expenses related to or incurred in such legal proceedings. If legal action is initiated, Council will make available to the City or to any legal representative retained by the Grantee for purposes of collection on any loans all documents and other information it may have related to the loan.
13. As compensation for its services, Council shall retain fifty percent (50%) of the total amount of interest paid or recovered with respect to the loan with a floor of two percent (2%) of the loan balance. In the event this agreement is terminated by either or both parties, Council shall be entitled to receive compensation based on the interest paid from the date of the agreement to the date of termination.
14. The City accepts all risks with the enforceability and collect ability of the loan, and it shall have sole responsibility for program evaluation, approval and accountability.

15. Servicing and collection responsibilities of the Council shall commence upon the date of closing and terminate automatically once the loan is repaid in full or, unless otherwise mutually agreed upon by both parties, at such time as any unpaid principal balance has been referred by the City for formal legal proceedings. Upon termination, Council shall provide the City with a report of the status of the loan payments made thereupon.

16. This agreement may be amended or terminated for cause or by mutual consent according to the following:

- a. If the City believes that Council is in breach of the terms of this agreement, the City shall provide Council with written notice specifying all defaults. Council shall have thirty (30) days to cure such defaults or to establish that no default exists. If the defaults are not cured within 30 days, the City may terminate this agreement.
- b. By mutual consent, this contract may be amended or terminated by instrument and signatures of both parties.

17. Council has, or will secure at its own expense, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City. None of the work or services covered by this contract shall be sub-contracted without prior written approval of the City.

16. Council will maintain and make available all records pertaining to the above services and activities in accordance with and for periods of time as required by the City and federal law and regulations. During such time, and for sixty (60) days thereafter, the City may take possession of said records upon written request.

19. This agreement shall not be deemed to create a joint venture relationship or principal-agent relationship between the City and Council. At all times material, Council shall be deemed an independent contractor of the City.

20. This agreement shall be construed under the laws of the State of North Dakota.

APPROVED:

City of Mandan

By: Ken LaMont, Mayor

Date

By: Jim Neubauer, City Administrator

Date

*Lewis and Clark Regional
Development Council*

By: Paul E. Rechlin, Executive Director

Date



CITY OF MANDAN

MANDAN CITY HALL — 205 2nd Ave. N.W.
MANDAN, NORTH DAKOTA 58554

CITY DEPARTMENTS

ADMINISTRATION	667-3210
ASSESSING/BUILDING INSPECTION	667-3230
ENGINEER/PLANNING	667-3225
FINANCE	667-3213
FIRE	667-3288
PERSONNEL	667-3217
POLICE	667-3250
PUBLIC WORKS	667-3240
SPECIAL ASSESSMENTS	667-3211
WASTE WATER PLANT	667-3278
WATER BILLING	667-3219
FAX	667-3223

Tuesday, April 13, 2004

Mr. Scot Decker
Coffees & Kitchens, Inc
3556 East Divide Ave
Bismarck, ND 58501

Re: Mandan Growth Fund Financial Assistance

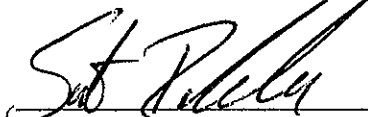
Dear Mr. Decker:

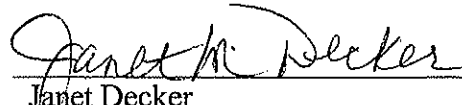
The Mandan Growth Fund recommended to the Board of City Commissioners approval of your loan in the amount of \$50,000. The Board of City Commissioners met on December 30, 2003 and approved their recommendation. I have listed below the conditions of the transaction, as I understand them. Please review the conditions and if acceptable, let me know and I will begin drafting the formal documents.

- A. Loan Amount:
 - 1. \$50,000
- B. Rate:
 - 1. 5.5%
- C. Term:
 - 1. 7 years
 - 2. Deferral of principal and interest for first twelve months
 - 3. Monthly payments beginning twelve (12) months from disbursement
- D. Security:
 - 1. 2nd position on all business assets
 - 2. Personal guarantees, 100%, from Scot and Janet Decker
- E. Reporting:
 - 1. Monthly Income Statements and Balance Sheets for the first 24 months of the loan and quarterly thereafter, with annual reports due 60 days after the end of the fiscal year.
 - 2. Guarantors (Scot and Janet) will provide annual tax returns and personal financial statements.
- F. Other Considerations:
 - 1. Coffee and Kitchens must agree to create a minimum of 2 full time positions (FTE) within the first year and 2 additional FTEs within the next 3 years after funding
 - 2. Must maintain adequate insurance coverage, providing evidence thereof, and maintain customary industry standards for accounts payable
 - 3. Locate their business in Mandan
 - 4. Commitment by the Lewis and Clark Regional Development Council for funding of \$50,000

5. Commitment by a lead lender
6. Evidence of assumption of all current SBA notes by lead lender
7. Receipt of all corporate documentation including articles of incorporation, by-laws and corporate resolution accepting these terms authorizing the loan.

Scot and Janet, if these terms are agreeable, please attach you signature to this document and the funds will be delivered with legal documents to follow shortly.


Scot Decker 4/13/04
Date


Janet Decker 4/13/04
Date

Sincerely,



Jim Neubauer
City Administrator
Phone: 701.667-3215
Email: jneubauer@cityofmandan.com



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 27, 2026
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of updated IT Manager Job Description

STATEMENT/PURPOSE:

To approve the updates in the IT Manager Job Description.

BACKGROUND/ALTERNATIVES:

The IT Manager job description has been updated to more accurately reflect the current responsibilities, scope, and operational needs of the position.

Attached are the tracked changes from the CIS Manager job description to the proposed IT Manager job description, along with a clean draft of the updated job description for review.

Changes made include:

- Updated position title from CIS Manager to IT Manager to better align with industry terminology and current responsibilities.
- Updated job duties and scope to better reflect the current responsibilities, operational needs, and expectations of the position.
- Updated supervisory responsibilities to include oversight of the Systems Administrator and IT Intern.
- Adjusted classification from Grade 21 to Grade 23
- The grade adjustment was recommended by Condrey and Associates following their analysis and evaluation of the position.

The updated job description was developed and reviewed with the IT team, Administration, Human Resources, and Condrey and Associates, the City's compensation consulting service.

ATTACHMENTS:

1. IT Manager_EditsTrackedChanges_2026-07-27
2. IT Manager_Draft_2026-07-27

FISCAL IMPACT:

No current fiscal impact.

Grade change from Grade 21 to Grade 23.

Grade 21: \$75,497.60 - \$113,246.40

Grade 23: \$91,986.50 - \$137,979.75

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the IT Manager job description updates as presented.

City of Mandan
Computer and Information Systems \ IT Manager ITCIS/1

Revised:	<u>Condrey 2024; Condrey 2026</u>
Department:	<u>Information Technology</u>
Reports to:	<u>City Administrator</u>
Grade	<u>21 23</u>
Dept. Manager Signature:	_____
Human Resources Signature:	_____
Finance Director Signature:	_____
City Administrator Signature:	_____
Employee Signature:	_____

JOB SUMMARY

~~The Computer and Information Systems (CIS) Manager will plan, coordinate, and implement computer related activities by determining the technology needs of the City of Mandan and make hardware and software related decisions to meet those needs.~~

This position is responsible for directing, developing, and implementing the city's information technology functions.

MAJOR DUTIES

- Develops and implements citywide IT strategies, standards, and long-range technology plans aligned with organizational priorities and available resources.
- Leads and coordinates IT projects, including system implementations, infrastructure upgrades, and technology improvements across City departments.
- ~~Collaborates with users, vendors, technicians, and managers to understand and assess computing and system needs and requirements. Represents the City in technology-related discussions with vendors, professional organizations, other governmental entities, and the public~~
- ~~Communicates the goals, policies, and procedures of the City of Mandan, develops plans to implement these needs. Develops, administers, and enforces City IT policies, cybersecurity standards, and disaster recovery / continuity of operations plans.~~
- ~~Evaluates current and future technology use and needs of the City of Mandan and recommends software and hardware improvements. Evaluates current and future technology needs across all City departments and establishes priorities for system upgrades, replacements, and enhancements.~~
- Responsible for backup, security, and user help systems. Oversees the security, backup, and resiliency of City systems, ensuring data integrity, system availability, and regulatory compliance.

- ~~Remains current on advances in technology.~~ Remains current on industry trends, emerging technologies, and best practices
- ~~Provides technical support to users.~~ Provides technical support, guidance, and oversight to users and City departments.
- ~~Prepares and delivers operational or project progress reports.~~ Prepares and delivers operational, project, and technology progress reports.
- ~~Develops budget information for city information technology needs.~~ Implements and oversees operational budget and expenditures.
- ~~Purchases, installs, maintains, troubleshoots, repairs, and updates IT hardware including desktops, servers, switches, printers, and scanners.~~ Oversees the acquisition, installation, maintenance, troubleshooting, repair, and lifecycle management of IT hardware including desktops, servers, switches, printers, and scanners.
- ~~Manages user accounts for network access, data storage, and email.~~
- ~~Manages city and department internet domain addresses.~~
- ~~Maintains inventory of computers, monitors, cabling, software, and other hardware.~~
- ~~Manages the city phone network.~~
- ~~Manages the city's off-site backup software.~~
- Manages and maintains City information technology systems, including user accounts, network access, data storage, email systems, internet domain addresses, hardware and software inventory, communication systems, backup systems, **security camera systems, and related technology infrastructure.**
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles and practices of IT programs, policies, activities, and procedures.
- Knowledge of supervisory principles and practices.
- Knowledge of computer cyber security.
- Knowledge of computer systems, networks, hardware, and software.

- Knowledge of budget preparation and management principles.
- Knowledge of computers and job-related software programs.
- Skill in planning, organizing, and implementing IT programs and activities.
- Skill in understanding and interpreting policies and procedures.
- Skill in the maintenance of network, software, and server needs.
- Skill in interpersonal relations.
- Skill in project management
- Skill in oral and written communication.
- Ability to explain technical problems and implement solutions to those without technological training.

SUPERVISORY CONTROLS

~~The City Administrator assigns work in terms of general instruction. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.~~

The City Administrator assigns work in terms of department goals and objectives. The supervisor reviews work through conferences, reports, and observation of department government activities.

GUIDELINES

Guidelines include the City information technology policies and procedures, state and federal laws, industry standards, and other city policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- ~~• The work consists of varied administrative and technical duties. The variety of functions to be managed and sensitive timelines contributes to the complexity of the position.~~
- ~~• The purpose of this position is to perform a variety of information technology management duties. Successful performance contributes to the efficiency and effectiveness of department operations.~~
- The work consists of varied planning, managing, technical, and administrative duties. The variety

of functions to be managed and sensitive timelines contribute to the complexity of the position.

- The purpose of this position is to manage, oversee, and perform a variety of information technology functions related to the City's technology operations, systems, and infrastructure. Successful performance contributes to the efficiency, security, and effectiveness of City operations.

CONTACTS

- Contacts are typically with department directors, co-workers, other city employees, elected and appointed officials, vendors and third-party administrators, representatives of other organizations, and members of the public.
- Contacts are typically to provide services, to give or exchange information, to motivate ~~people~~persons, to negotiate matters, or ~~to~~ resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts light ~~objects~~ and heavy objects related to technology infrastructure and equipment.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

~~None.~~ This position has direct supervision over the Systems Administrator and IT Intern.

MINIMUM QUALIFICATIONS

- ~~Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study of computer science, or related field is preferred.~~
- ~~Experience sufficient in computer science, software updates, and server infrastructure planning, usually interpreted to require three to five years of related experience is preferred.~~
- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study in computer science, information systems, or a related field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within

the division/department, usually interpreted to require three to five years of related experience.

- Possession of or ability to readily obtain and maintain a valid driver's license for the type of vehicle or equipment operated.

City of Mandan
IT Manager IT/1

Revised:	Condrey 2024; Condrey 2026
Department:	Information Technology
Reports to:	City Administrator
Grade	23
Dept. Manager Signature:	
Human Resources Signature:	
Finance Director Signature:	
City Administrator Signature:	
Employee Signature:	

JOB SUMMARY

This position is responsible for directing, developing, and implementing the city's information technology functions.

MAJOR DUTIES

- Develops and implements citywide IT strategies, standards, and long-range technology plans aligned with organizational priorities and available resources.
- Leads and coordinates IT projects, including system implementations, infrastructure upgrades, and technology improvements across City departments.
- Represents the City in technology-related discussions with vendors, professional organizations, other governmental entities, and the public
- Develops, administers, and enforces City IT policies, cybersecurity standards, and disaster recovery / continuity of operations plans.
- Evaluates current and future technology needs across all City departments and establishes priorities for system upgrades, replacements, and enhancements.
- Oversees the security, backup, and resiliency of City systems, ensuring data integrity, system availability, and regulatory compliance.
- Remains current on industry trends, emerging technologies, and best practices
- Provides technical support, guidance, and oversight to users and City departments.
- Prepares and delivers operational, project, and technology progress reports.
- Implements and oversees operational budget and expenditures.
- Oversees the acquisition, installation, maintenance, troubleshooting, repair, and lifecycle management of IT hardware including desktops, servers, switches, printers, and scanners.

- Manages and maintains City information technology systems, including user accounts, network access, data storage, email systems, internet domain addresses, hardware and software inventory, communication systems, backup systems, security camera systems, and related technology infrastructure.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the principles and practices of IT programs, policies, activities, and procedures.
- Knowledge of supervisory principles and practices.
- Knowledge of computer cyber security.
- Knowledge of computer systems, networks, hardware, and software.
- Knowledge of budget preparation and management principles.
- Knowledge of computers and job-related software programs.
- Skill in planning, organizing, and implementing IT programs and activities.
- Skill in understanding and interpreting policies and procedures.
- Skill in the maintenance of network, software, and server needs.
- Skill in interpersonal relations.
- Skill in project management
- Skill in oral and written communication.
- Ability to explain technical problems and implement solutions to those without technological training.

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MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study in computer science, information systems, or a related field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Possession of or ability to readily obtain and maintain a valid driver's license for the type of vehicle or equipment operated.



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 29, 2026
SUBMITTING DEPARTMENT: Mandan PD
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider adding the \$1,000 donation check, from Mandan American Legion for Grill with a COP, to the PD budget so we can spend the funds accordingly.

STATEMENT/PURPOSE:

Please consider depositing the \$1,000 donation check from the Mandan American Legion, designated for the Grill with a Cop program, into the Police Department budget so the funds can be expended appropriately for the program.

BACKGROUND/ALTERNATIVES:

The Mandan American Legion donated \$1,000 to the Mandan Police Department to support the purchase of items and supplies for the Grill With A COP community engagement program.

ATTACHMENTS:

1. Application for Gaming Funds- Mandan American Legion

FISCAL IMPACT:

\$1,000 increase in General Fund revenues and \$1,000 increase in General Fund (police department) expenditures.

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approval of the \$1,000 donation check from Mandan American Legion for

Subject: Consider adding the \$1,000 donation check, from Mandan American Legion for Grill with a Cop, to MPD's budget so we can spend the funds accordingly
Page 2 of 2

Grill with a COP be added to the PD budget, so the funds can be used accordingly.

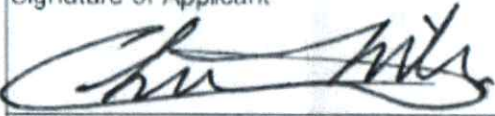
SUGGESTED MOTION:

I move to approve the \$1,000 donation check from Mandan American Legion for Grill with a COP be added to the PD budget, so the funds can be used accordingly.



APPLICATION FOR GAMING FUNDS
ND OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9801 (2-2024)

Organization: **Mandan American Legion Post 40**
2509 Nash Lane
Mandan, North Dakota 58554

Legal Name of Organization or Individual Applying For Funds Mandan Police Dept.		Contact Person for Applicant Capt. Chris Miller		Telephone Number 667-3250	
Mailing Address 205 1st Ave NW		City Mandan	State ND	Zip Code 58554	
Detailed Description of Intended Use of Gaming Funds: Grill with a Cop event 2026. For the purchase of food and supplies to provide community event.					
Applicant agrees to retain documentation of the use of the funds for three years from the date funds are received. Applicant agrees that if the funds are not used for the above stated purpose, or the funds are not used within six months, the funds will be returned to the gaming organization.			Signature of Applicant 		Date 07-17-26
Amount Requested \$1000.00	☒ Request Approved ☐ Request Denied	Approved By 	Amount Approved \$1000.00	Check Number 1222	Check Date 7/20/26
			Eligible Use Code .		



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 14, 2026
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Rachel LaQua, Interim Planner
SUBJECT: Consider a request for a special use permit to allow multi-use shops for Lot 35, Block 1, Marina Bay Addition.

STATEMENT/PURPOSE:

Consider a request for a special use permit for multi-use shops for Lot 35, Block 1, Marina Bay Addition.

BACKGROUND/ALTERNATIVES:

Project Overview

This proposed special use permit is for the use of personal-use multi-use shops (aka "shop condos") at the property described as Lot 35, Block 1, Marina Bay Addition, T138N R80W, City of Mandan. The property address is 4723 29th St SE.

The property is zoned CC - Commercial/Light Industrial Transition and is also within the Gateway Overlay District.

The property is currently used for outdoor storage for boats and trailers, immediately adjacent to the marina.

Total Area: 33 acres.

There is existing access through the property from 29th St SE to the Broken Oar Bar immediately to the east.

The application plans for 34 condominium lots for personal-use shop condos, with provided parking spaces.

The application states:

- that the proposed units would be constructed in line with architectural requirements of the Gateway Overlay District;
- that the shop condos are intended for personal, non-commercial use;
- would not require additional lighting, and;
- would not require off-street parking spaces typical of commercial uses

The Gateway Overlay District requires landscape buffers (Sec. 105-4-6.) The exhibit submitted with the application includes landscape buffering around the entire perimeter of the property and will make use of existing landscape buffering along East Harbor Rd, a mix of evergreen and deciduous trees, per pre-planning discussion with the applicant. A more detailed landscaping plan was approved at the July 28 meeting of MARC.

Staff Review:

City staff have been made aware of drainage issues on the property affecting neighbors. The property is also located within the 100-year floodplain. Applicant has provided a grading plan which may address drainage issues.

Access: Access to the proposed site would continue to be from 29th St SE and would include rerouting the portion of that street which runs through the property and provides access to the Broken Oar Bar.

Utilities and Easements

Parks District requested an easement through the property to the existing trail on the east side of the property, however landscaping plans submitted to MARC indicate a retaining wall along the east side of the property.

Adjacent Zoning, Land Use, and Future Land Use

Surrounding zoning is CC - Commercial/Light Industrial Transition to the east, RM - Residential Multi-family Dwellings to the west, ROW for Bismarck Expressway to the north, and open water to the south. The property lies within the 100-year floodplain.

The future land use plan designates this area as Commercial.

Additional Information & Public Outreach

This item was published in the Mandan News as required. An application and fee was received on January 23, 2026. Eighty-one letters were sent to adjacent property owners. Several nearby owners have submitted emails and questions, which are attached.

Findings of Fact

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?

Staff have concerns regarding whether the landscaping plan fulfills the buffer requirements in the Gateway overlay district.

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

No. The units are intended for storage/personal use.

Will the hours of operation of the proposed use be different than the adjacent uses?
Will the proposed use require exterior lighting of a type and intensity greater than the adjacent uses?

No. Use will be non-commercial in nature and will not have business hours.

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

No.

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

Yes.

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

No.

ATTACHMENTS:

1. Application_Redacted
2. Additional Submittals
3. Location Map
4. Exhibit updated Feb. 9, 2026

Subject: Consider a request for a special use permit for multi-use shops for Lot 35, Block 1, Marina Bay Addition

Page 4 of 4

5. 02 Overall 3D View
6. 03 Eye Level view
7. 04 Eye Level view
8. 05 Eye Level view
9. 06 Eye Level view
10. 07 Eye Level view
11. Jack Harm Email_Redacted
12. Joan Johnson - Rachel Laqua email chain_Redacted
13. Virginia Otto Email_Redacted
14. Marina Bay Site Plan
15. Marina Bay Special Use Permit Exhibit 7-10-26
16. Declaration (draft)
17. Special Use Permit - Marina Bay Shop Condos

FISCAL IMPACT:

N/A

STAFF IMPACT:

A significant amount of staff time has gone into reviewing the proposed development.

LEGAL REVIEW:

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

RECOMMENDATION:

City Staff recommends approval of the special use permit for Lot 35, Block 1, Marina Bay Addition.

SUGGESTED MOTION:

To Approve: I move to approve the special use permit for Lot 35, Block 1, Marina Bay Addition.

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)	x 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)	
Request for personal-use shop condos in CC district	

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

Location		Type		Existing Zone	Proposed Zone	Project Name
x	City	ETA	New	Addition	CC	no change
Property Address					Legal Description	
4723 29th St SE					Lot 35 Block 1	
Current Use						
Outdoor Storage					Marina Bay Addition	
Proposed Use						
Personal-Use Shops					Section	Township
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Range	
33 AC	TBD					

Signed by:	
Eric Moritz	Signature <i>Eric Moritz</i>
Print Name	Date 1/16/2026

Office Use Only			
Date Received:	Initials: <i>YMM</i>	Fees Paid: \$ <i>450</i>	Date <i>1-23-2026</i>
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Additional Submittals

Conditional-Special Use Permit

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

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

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

Yes, the units will have architectural elements to meet the requirements of the Gateway Overlay district. The area is currently a mix of residential, outdoor storage, and bar. The construction of the units & landscaping requirements will better screen the current storage area from the residential uses.

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

No. The units are for personal storage/use, and businesses will not be permitted.

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

No. The proposed use will not have business operations, so the hours of use will be minimal.

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

No.

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

Limited parking will be needed, as the shops will not be for business use. The development will have suitable parking for its needs, along with interior parking.

- 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.



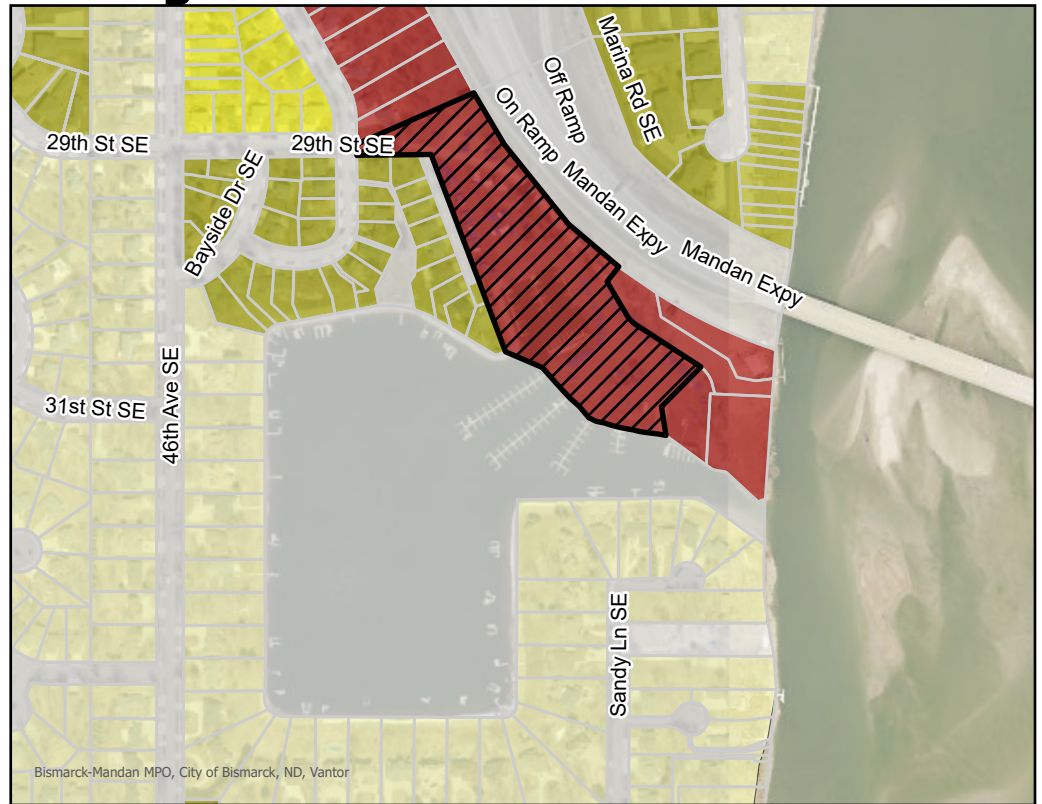
Zoning and Future Land Use Reference Map

L35 Marina Bay Addition

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 |

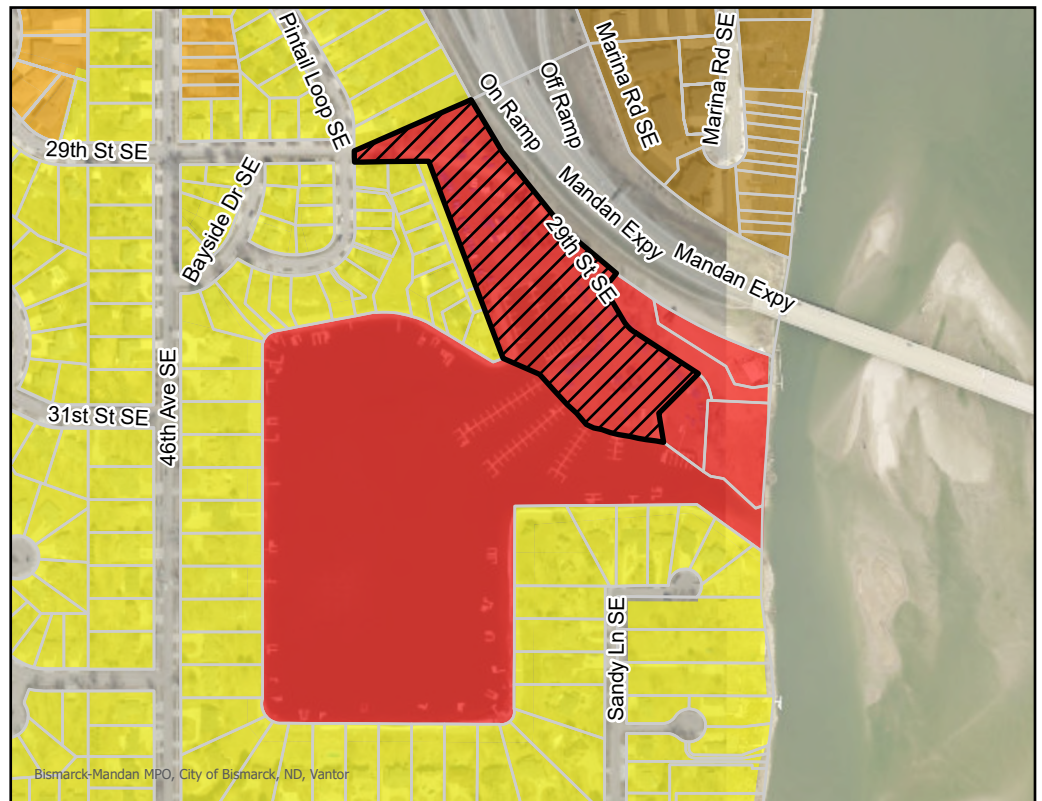
Zoning



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 0.1 0.2 0.4 Miles

**SPECIAL USE PERMIT EXHIBIT
LOT 35 BLOCK 1
MARINA BAY SUBDIVISION**















From: [jack hart](#)
To: [Nancy R. Moser](#)
Subject: Regards to Lot 35,Block 1,Marina Bay Addition proposed storage unit
Date: Tuesday, February 17, 2026 10:33:03 AM

You don't often get email from [REDACTED] [Learn why this is important](#)

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

I live at [REDACTED] and I just wanted to address the proposed improvement to the Marina Bay property. First of all I am not against the improvements, my concern is the way the storm water and snow melt drainage will be addressed. The backyards on Pintail Loop have no way of draining any runoff or melting of snow. Back when I moved in here 30 years ago, there was an equalization pipe (as the Mandan city engineer at the time called it) on the north end of Pintail Loop under Mckenzie Drive that would have drained any major runoff or snow melt. That pipe allowed the water to flow into the empty lot where the Water Park now sits and drain into the dead heart and back into the Missouri River. But when Mandan approved the Mandan Water Park they allowed the owners to fill in that whole property which discontinued that pipe to do anything. So now the backyards on Pintail Loop are like a big bathtub, with nowhere for the water to go. My concern is that this new improvement with all the pavement and concrete will cause a bigger problem that we have now. We need to be reassured that any rain or snow melt drains toward the bay. I believe now all our rain water in the front is designed to drain down 29th Street to 46th Ave where there are storm drains. The intersection of 29th Street and Pintail Loop is much higher than the Marina property so I don't believe that any water from the marina area can be drained that way. I am trusting the city of Mandan will do the right thing in this matter as I do not believe they did that when they discontinued the drain pipe under Mckenzie Drive when the Water Park area was improved.

Jack Harm

[REDACTED]

Sent from [Outlook](#)

From: [Rachel Laqua](#)
To: [JohnsonZuger](#)
Cc: [Nancy R. Moser](#); [Jarek W. Wigness](#); [Jordan P. Singer](#); [Amy M. Oster](#); [Dave Wiosna](#)
Subject: Re: Marina Bay - Multi-Use Shops
Date: Thursday, February 19, 2026 5:14:32 PM
Attachments: [C2_signature_logo-50th_084a9710-d735-4a5c-bdf3-98d7e88c1802.png](#)
[C2_signature_cell_0995fccc-ef2a-4fc7-a3b9-65bb1de80d13.png](#)
[C2_signature_phone_b84e0997-3b4a-4100-9ba5-7b92a613293b.png](#)
[C2_signature_location_44e0caac-1ad1-44b7-b1b0-db2f0f715d14.png](#)
[C2_signature_linkedin_a6dca2ed-8638-4bd1-8b1e-f7b33a2511ce.png](#)
[C2_signature_facebook_3b1222e1-6bd6-4b7e-92ea-7534e2424d19.png](#)
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[C2_signature_x_fc136751-7693-4a3b-b378-165368a4ada9.png](#)
[C2_signature_youtube_f88ee029-0482-4218-982f-c028da50eca4.png](#)
[C2_signature_web_aa00df82-71ef-4872-8587-6ae06de8b1db.png](#)

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Hi Joan!

Please see responses in **green** below. Please note that this email will be included in the packet to the Planning and Zoning Commissioners so that they are aware of your concerns.

Thanks!



Rachel Laqua, AICP

Planning Director



[interstate.engineering](#)

From: JohnsonZuger [REDACTED]
Sent: Thursday, February 19, 2026 12:04 PM
To: Rachel Laqua [REDACTED]
Cc: Nancy R. Moser [REDACTED]; Jarek W. Wigness [REDACTED]; Jordan P. Singer [REDACTED]
Amy M. Oster [REDACTED] Dave Wiosna [REDACTED]
Subject: Re: Marina Bay - Multi-Use Shops

Warning: Unusual sender [REDACTED]

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Thank you for your information.

I do have a few more questions:

1. Will the elevation of the site be changed? If the property is built up, is there a plan to manage the run-off so it will not affect properties on both sides of 29th? I didn't see any infrastructure renderings on the maps. If the property is mostly building or hardscaping, there will need to be adequate drainage of the site. **The applicant will need to address stormwater at time of building permit, but staff is also recommending that the applicant provide a stormwater management plan prior to the City Commission review of the application.**
2. Since the area is basically sand, will the property adequately support large footprint buildings, or will footings need to be installed? Is there an engineer report regarding this issue? **This is an item that will be addressed at time of building permit.**
3. The project appears to be a place where work on boats, trucks and trailers is done. Will there be safeguards and accommodations so that oil, lubricants, solvents or other associated products are disposed of properly? Also what type of combustibles will be housed in the buildings? (Usually these sites are not placed in residential areas.) **The site is not intended for business use, and so environmental control items such as those would not be required. Again, at time of building permit all such items would be reviewed but non-business uses would not trigger such requirements.**
4. The entire proposed site is unusual and awkward—the need to drive between the buildings to go west; boats, trucks, trailers backing in and out onto the street. Streets usually do not run between rows of storage/shop units. **The site is fully internal and private, so use of drive aisles in this manner is acceptable.**
5. Is there a recent traffic study of the area? Is there a report on the effect this project will have on the traffic, particularly on 29th St., and will it have an effect on parking for boaters using the ramp or accessing their docked boats, providing the docks already there become compliant with the required permits? **A traffic study has not recently been done and is not required for this project, which is less traffic-intensive than some other uses allowed by right in the CC zoning district.**
6. Is there an Environmental impact assessment required due to the location? **No but a stormwater management plan will be required at time of building permit and staff is recommending that it be required prior to City Commission review.**
7. Needless to say, the Notice to Residents dated February 5th and postmarked February 7 was received by me February 12, leaving me 5 1/2 business days to consult with a lawyer to assure my property is not devalued which means I have no ability to even speak preliminarily with counsel anywhere in North Dakota with such short notice. **Staff apologizes for the short notice time; proper noticing procedures were followed. This email will be included in the packet to the Planning and Zoning Commissioners so that they are aware of your concerns.**

Joan Johnson

Sent from [Proton Mail](#) for iOS.

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

On Wednesday, 02/18/26 at 15:15 Rachel Laqua [REDACTED] wrote:

Joan -

Thanks for your call on the Marina Bay project yesterday. I wanted to make sure I have your comments correctly and that I have gotten you the updated site plan, which is attached. You also asked for the definition and use requirements for a multi-use shop, both of which I have included below.

Comments:

1. Would like this to be owned by city of Mandan for a boat/rec facility
2. Is concerned about what a shop condo is - concerned about what the definition of shop condos is.
3. Concern about adjacent use hours being different because they're homes; Concern about it being a party barn or even storage - 24 hour usage
4. Garage/people door/window - seems a business setup even though it's not listed as one.
5. Will there be a special assessment? (as noted, there are no public improvements so there should not be special assessments)
6. Neighbors have cared for the property more than current owners.
7. Concerns about snow storage and drainage (final drainage would be approved at the time of building permit)
8. Does not like the concept of these shop condos as they look very industrial next to a nice neighborhood
9. Concern about buffers and views - especially back of a metal building - -- requests complementary architecture
10. Need a more understandable landscape and buffer plan -- would like to see something other than a wall of evergreens that wouldn't encroach on the road
11. Concern about lighting encroachment - no lighting right now
12. Why does each unit have multiple parking spaces? Implies business vs storage

Multi-Use Shop Code information:**101-1-3 Definitions:**

Multi-use shop means two or more attached units that are designed and constructed as a single structurally dependent building or designed and constructed to allow individual units to be structurally independent from each other sharing a common wall on one or more sides. These are sometimes referred to as "shop-condos". These structures are unique from a twin/row home in that the residential use is accessory in nature. They are unique from a commercial strip mall in that they often include a large garage or RV bay and rarely include the retail of products and visitation by the general public.

105-1-5 Use Standards

(K) Multi-use shops. Each multi-use shop development may be permitted as a special use subject to the following minimum standards:

(1)

Each individual unit within the structure shall have an open space/yard or public way on no more than three sides.

(2)

Each individual unit within the structure shall have its own separate means of egress.

(3)

Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.

(4)

Uses, whether commercial or accessory to residential, shall be declared at the time of the conditional use permit issuance. No change in use may be conducted unless reevaluated through the special use permitting process and the structure meets all building code requirements for the desired change of use.

(5)

Traditional mixed-use (residential and commercial combined) multi-use shops shall not be permitted. The declaration of either commercial or

accessory to residential shall apply to all units within the structure and the structure will be constructed according to the minimum standards of the building code for the declared use.

(6)

Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of the special use permit.

(7)

Each structure shall be limited to one curb stop accessible by city staff.

(8)

The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.

(9)

Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.

(10)

For the city's utility billing purposes, a recorded development association or another form of recorded agreement approved by the city attorney is required if any of the individual units within the development are not owned by the same owner of the development. The recorded development association or recorded agreement shall set out, at a minimum, the allocation of costs and statement of understanding of the collective responsibility of owners for payment of city utilities. If a recorded development association or another form of recorded agreement approved by the city attorney is in place, the city will issue one utility bill per month to one owner or representative of the structure for the entire structure's base charges and consumption or usage. The monthly utility bill will not be sent to each individual owner within the structure. If ownership is divided after a special use permit has been obtained, the property owner shall furnish a copy of said recorded agreement to the city showing it meets this provision.

Thanks!



Rachel Laqua, AICP

Planning Director



interstate.engineering

From: [REDACTED]
To: [Planning; Nancy R. Moser](#)
Subject: RE: Marina Bay - Multi - Use Shops
Date: Friday, February 20, 2026 7:13:49 AM

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

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

Hi,

My property is: [REDACTED] Pintail Loop, Mandan, which is next to the proposed Project Marina Bay: Multi-Use Shops.

1. This will involve removing most of the front lawn, which I have maintained since March 2002, when we purchased the property. And will put a row of trees or other, against my property line, possibly 6 feet from house. Which will unable me to maintain my backyard, as easily as I have been doing.
2. The topography against my lot, will substantially change. And backyard drainage problems, I now have, will become bigger. The Highway fence in the back of the yard, has drainage issues, that flow backward into my low yard. There is a constant flow of water under the BillBoard, which is not on my lot. I deal with water, from melting snow and heavy rain. Moritz lot runs back to me, also along the fence line. With large Roofs, water will run off in large amounts. With displacing all the dirt, rain and snow, will now flow to lowest spots. Where will snow be removed to? Today it is pushed to flow to an area that flows into my backyard.
3. Are there any Rear setbacks against my property?
4. What are changes to street corner at Pintail Loop and 29th Street SE?
5. A road that would run along hwy fence area, could cause more drainage to me.
6. Damage to 29th street, with new traffic and construction work.
7. Property valuation change of my property, any view will be blocked with these huge buildings, with this project.

Regards,

Virginia Otto
[REDACTED] Pintail Loop SE
Mandan, ND 58554
[REDACTED]



SHEET INDEX

- C1.0 EXISTING SITE CONDITIONS
- C2.0 REMOVALS AND EROSION CONTROL PLAN
- C3.0 DIMENSION AND UTILITIES PLAN
- C4.0 GRADING AND PAVING PLAN
- C5.0 LANDSCAPE PLAN

DESCRIPTION

4723 29TH STREET SE

LOT 35 BLOCK 1 LESS AUDITOR LOTS A, B, C & D,
MARINA BAY ADDITION, MANDAN, ND

OWNER/APPLICANT

OWNER:
MARINA BAY, LLP
CONTACT: ERIC MORITZ
PO BOX 4202
BISMARCK, ND 58502

CONTRACTOR:
ARTISAN HOMES
CONTACT: JAY WICKLINE
2927 RAILROAD AVENUE
BISMARCK, ND 58501
PHONE: (701) 595-2651
EMAIL: jay@artisanhomes.com

SURVEY NOTES

THE SURVEY WAS PERFORMED AT THE REQUEST OF THE
PROPERTY OWNER.

NORTH DAKOTA ONE CALL WAS REQUESTED TO MARK UTILITIES ON
PER ONE CALL TICKET. THE MARKED
UTILITIES WERE SURVEYED ON. RECORDS OF PUBLIC
SEWER AND WATER LINES WERE OBTAINED FROM CITY RECORDS
AND MAY NOT BE AS-BUILT INFORMATION. THE LOCATION OF
UTILITIES ARE BASED ON VISUAL EVIDENCE WITHOUT EXCAVATION
UNLESS NOTED AS SUBSURFACE INVESTIGATION.

A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE WAS NOT
REQUESTED OR PROVIDED BY THE PARTY REQUESTING THE
SURVEY. THIS DOCUMENT MAY NOT INCLUDE COMPLETE
INFORMATION REGARDING EASEMENTS, RESERVATIONS,
RESTRICTIONS, COVENANTS, OR ENCUMBRANCES.

REFERENCE DOCUMENTS REVIEWED AND CONSIDERED AS A PART
OF THIS EXHIBIT ARE NOTED HERE WITH THE RECORDATION
NUMBER. THIS EXHIBIT DOES NOT CONSTITUTE A TITLE SEARCH BY
THE SURVEYOR.

LIST REFERENCE DOCUMENT HERE
DOCUMENT #291294 - MARINA BAY ADDITION
DOCUMENT #307169 - REPLAT OF THE SHORES OF MARINA BAY
SUBDIVISION
DOCUMENT #297795 - ACCESS EASEMENT

SURVEY DATUM

HORIZONTAL DATUM:
ND STATE PLANE, NAD 83, SOUTH ZONE, INTERNATIONAL FEET

VERTICAL DATUM:
NAVD 88

BENCHMARKS

TO BE SET AT TIME OF CONSTRUCTION

ZONING

ZONING - CC
LOT AREA - MIN 7,000 SF
LOT WIDTH - MIN 50 FEET
FRONT YARD - MIN 35 FEET
SIDE YARD - MIN 0 FEET
REAR YARD - MIN 10 FEET
HEIGHT LIMIT - MAX 85 FEET

FLOODPLAIN INFORMATION

THE PROPERTY IS LOCATED WITHIN A FLOOD INSURANCE STUDY
AREA ZONE AE (SPECIAL FLOOD HAZARD AREA) ACCORDING TO
FIRM MAP NUMBER 38059C05150, EFFECTIVE 04/19/2005
COMPLETED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS
FIRM HAS BEEN REVISED BY LOMR 05-08-0547P, EFFECTIVE
10/10/2006 AND STILL REMAINS IN A ZONE AE. ZONE AE 100
YEAR FLOOD PLAIN ELEVATION ADJACENT TO THE PROPERTIES
MOST UPSTREAM EDGE IS INDICATED ON LOMR 05-08-0547P AS
(1637.30 NAVD 88).

WARRANTY / DISCLAIMER

The designs represented in these plans are in accordance
with established practices of civil engineering. However,
neither Swenson, Hagen & Co. nor its personnel can or do
warrant these plans as constructed except in the specific
cases where Swenson, Hagen & Co. personnel inspect and
control the physical construction on a full time basis.

SAFETY NOTICE TO CONTRACTOR

In accordance with generally accepted construction practices
the contractor will be solely and completely responsible for
the conditions of the job site, including safety of all persons
and property during performance of the work. This require-
ment will apply continuously and not be limited to normal
business hours.

NOTICE TO CONTRACTOR

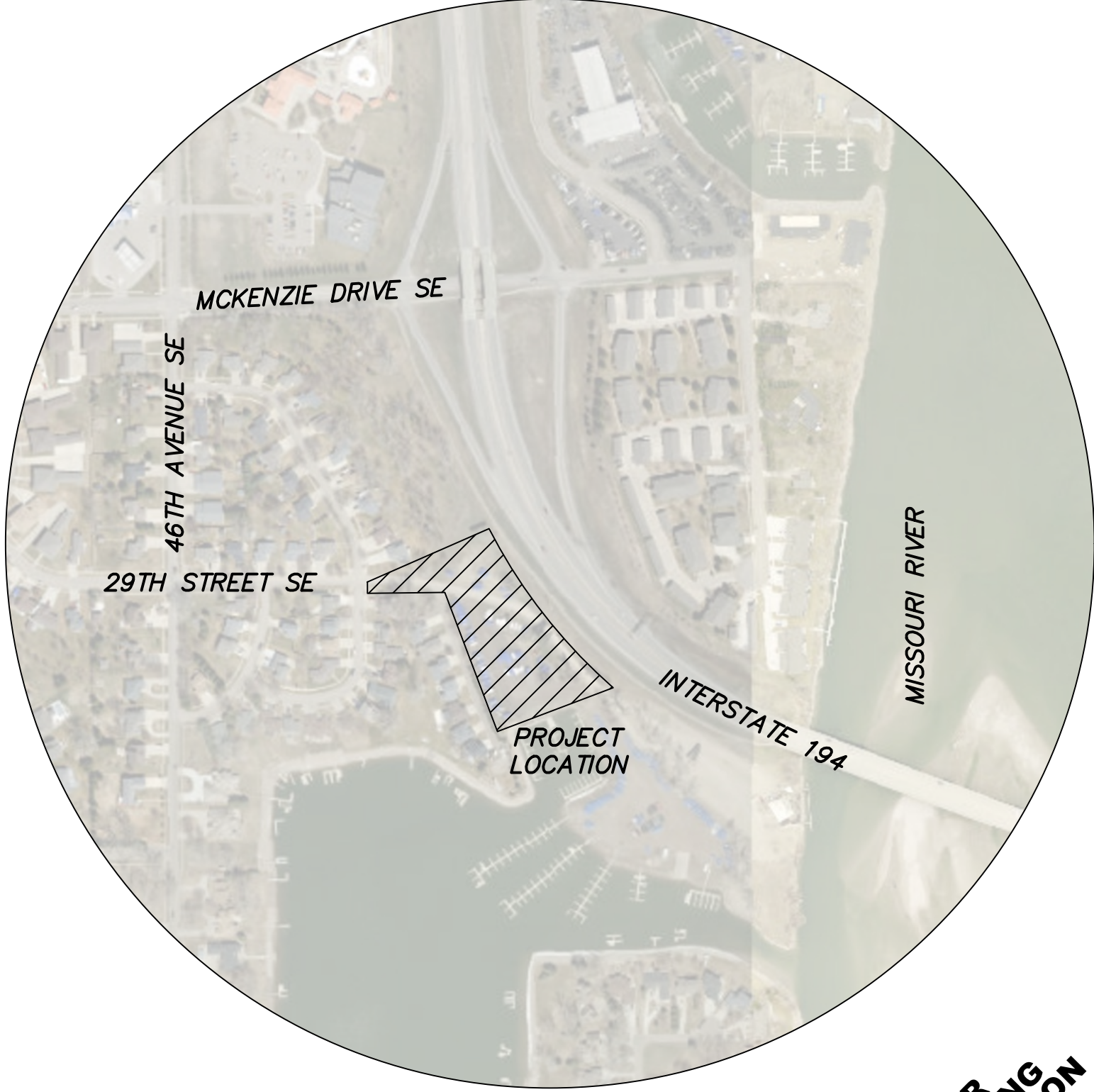
The location of existing underground utilities are shown in an approximate
way only and have not been independently verified by the owner or its
representatives. The Contractor shall determine the exact location of all
existing utilities before commencing work, and agree to be fully responsible
for any and all damages which might be occasioned by the Contractor's
failure to exactly locate and preserve any and all underground utilities.

CALL BEFORE YOU DIG

NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-0555

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express written permission of Swenson, Hagen & Co.

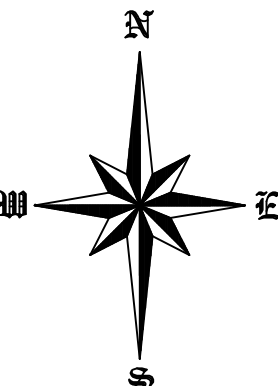
LOCATION MAP



**PRELIMINARY NOT FOR
CONSTRUCTION RECORDING
PURPOSES OR IMPLEMENTATION**

LEGEND

- S S EXISTING SANITARY SEWER
- FM FM EXISTING FORCE MAIN SANITARY SEWER
- W W EXISTING WATERMAIN
- ST ST EXISTING STORM SEWER
- E E EXISTING UNDERGROUND ELECTRIC
- FO FO EXISTING UNDERGROUND FIBER OPTIC
- △ EXISTING UTILITY RISER-VAULT
- ☆ EXISTING LIGHT POLE
- ▽ EXISTING SIGN
- ⊗ EXISTING VALVE
- ⊙ EXISTING FIRE HYDRANT
- EXISTING FENCE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING CONTOUR
- EXISTING GRADE



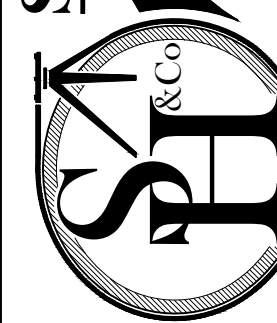
SCALE - 1" = 30'
NAVD 88 DATUM
JUNE 22, 2026

REVISIONS	DATE

**EXISTING SITE
CONDITIONS**

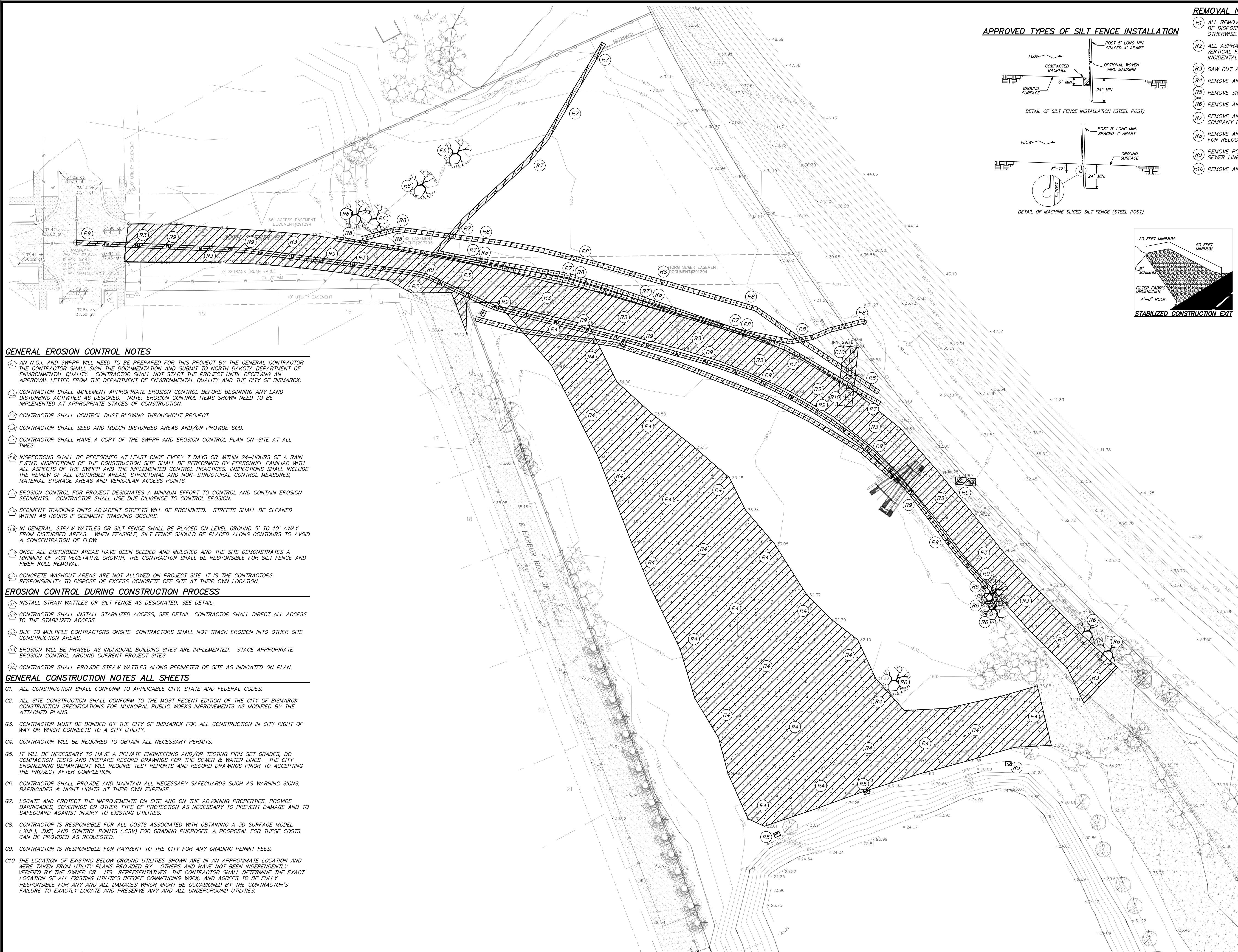
PART OF LOT 35 BLOCK 1, MARINA BAY ADDITION

SWENSON, HAGEN & COMPANY P.C.
3002 Arway Avenue
Bismarck, North Dakota 58504
slong@swensonhagen.com
Phone (701) 223-2600
Fax (701) 223-2606
Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management



DRAWN BY: SR
CHECK BY: JP
DATE: 06/22/2026
PROJ.#:
COMPUTER FILE:
P:\Morton County, ND\
Mandan\Marina Bay Add\
Lot 35 Blk 1(Shop Condos)
Lot 35 Blk 1 Marina Bay
Add Site Survey.dwg

**SHEET
C1.0**



GENERAL EROSION CONTROL NOTES

1. AN N.O.I. AND SWPPP WILL NEED TO BE PREPARED FOR THIS PROJECT BY THE GENERAL CONTRACTOR. THE CONTRACTOR SHALL SIGN THE DOCUMENTATION AND SUBMIT TO NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY. CONTRACTOR SHALL NOT START THE PROJECT UNTIL RECEIVING AN APPROVAL LETTER FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF BISMARCK.
2. CONTRACTOR SHALL IMPLEMENT APPROPRIATE EROSION CONTROL BEFORE BEGINNING ANY LAND DISTURBING ACTIVITIES AS DESIGNED. NOTE: EROSION CONTROL ITEMS SHOWN NEED TO BE IMPLEMENTED AT APPROPRIATE STAGES OF CONSTRUCTION.
3. CONTRACTOR SHALL CONTROL DUST BLOWING THROUGHOUT PROJECT.
4. CONTRACTOR SHALL SEED AND MULCH DISTURBED AREAS AND/OR PROVIDE SOD.
5. CONTRACTOR SHALL HAVE A COPY OF THE SWPPP AND EROSION CONTROL PLAN ON-SITE AT ALL TIMES.
6. INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE EVERY 7 DAYS OR WITHIN 24-HOURS OF A RAIN EVENT. INSPECTIONS OF THE CONSTRUCTION SITE SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH ALL ASPECTS OF THE SWPPP AND THE IMPLEMENTED CONTROL PRACTICES. INSPECTIONS SHALL INCLUDE THE REVIEW OF ALL DISTURBED AREAS, STRUCTURAL AND NON-STRUCTURAL CONTROL MEASURES, MATERIAL STORAGE AREAS AND VEHICULAR ACCESS POINTS.
7. EROSION CONTROL FOR PROJECT DESIGNATES A MINIMUM EFFORT TO CONTROL AND CONTAIN EROSION SEDIMENTS. CONTRACTOR SHALL USE DUE DILIGENCE TO CONTROL EROSION.
8. SEDIMENT TRACKING ONTO ADJACENT STREETS WILL BE PROHIBITED. STREETS SHALL BE CLEANED WITHIN 48 HOURS IF SEDIMENT TRACKING OCCURS.
9. IN GENERAL, STRAW WATTLES OR SILT FENCE SHALL BE PLACED ON LEVEL GROUND 5' TO 10' AWAY FROM DISTURBED AREAS. WHEN FEASIBLE, SILT FENCE SHOULD BE PLACED ALONG CONTOURS TO AVOID A CONCENTRATION OF FLOW.
10. ONCE ALL DISTURBED AREAS HAVE BEEN SEEDED AND MULCHED AND THE SITE DEMONSTRATES A MINIMUM OF 70% VEGETATIVE GROWTH, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SILT FENCE AND FIBER ROLL REMOVAL.
11. CONCRETE WASHOUT AREAS ARE NOT ALLOWED ON PROJECT SITE. IT IS THE CONTRACTORS RESPONSIBILITY TO DISPOSE OF EXCESS CONCRETE OFF SITE AT THEIR OWN LOCATION.

EROSION CONTROL DURING CONSTRUCTION PROCESS

1. INSTALL STRAW WATTLES OR SILT FENCE AS DESIGNATED, SEE DETAIL.
2. CONTRACTOR SHALL INSTALL STABILIZED ACCESS, SEE DETAIL. CONTRACTOR SHALL DIRECT ALL ACCESS TO THE STABILIZED ACCESS.
3. DUE TO MULTIPLE CONTRACTORS ONSITE, CONTRACTORS SHALL NOT TRACK EROSION INTO OTHER SITE CONSTRUCTION AREAS.
4. EROSION WILL BE PHASED AS INDIVIDUAL BUILDING SITES ARE IMPLEMENTED. STAGE APPROPRIATE EROSION CONTROL AROUND CURRENT PROJECT SITES.
5. CONTRACTOR SHALL PROVIDE STRAW WATTLES ALONG PERIMETER OF SITE AS INDICATED ON PLAN.

GENERAL CONSTRUCTION NOTES ALL SHEETS

- G1. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE CITY, STATE AND FEDERAL CODES.
- G2. ALL SITE CONSTRUCTION SHALL CONFORM TO THE MOST RECENT EDITION OF THE CITY OF BISMARCK CONSTRUCTION SPECIFICATIONS FOR MUNICIPAL PUBLIC WORKS IMPROVEMENTS AS MODIFIED BY THE ATTACHED PLANS.
- G3. CONTRACTOR MUST BE BONDED BY THE CITY OF BISMARCK FOR ALL CONSTRUCTION IN CITY RIGHT OF WAY OR WHICH CONNECTS TO A CITY UTILITY.
- G4. CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS.
- G5. IT WILL BE NECESSARY TO HAVE A PRIVATE ENGINEERING AND/OR TESTING FIRM SET GRADES, DO COMPACTION TESTS AND PREPARE RECORD DRAWINGS FOR THE SEWER & WATER LINES. THE CITY ENGINEERING DEPARTMENT WILL REQUIRE TEST REPORTS AND RECORD DRAWINGS PRIOR TO ACCEPTING THE PROJECT AFTER COMPLETION.
- G6. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY SAFEGUARDS SUCH AS WARNING SIGNS, BARRICADES & NIGHT LIGHTS AT THEIR OWN EXPENSE.
- G7. LOCATE AND PROTECT THE IMPROVEMENTS ON SITE AND ON THE ADJOINING PROPERTIES. PROVIDE BARRICADES, COVERINGS OR OTHER TYPE OF PROTECTION AS NECESSARY TO PREVENT DAMAGE AND TO SAFEGUARD AGAINST INJURY TO EXISTING UTILITIES.
- G8. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH OBTAINING A 3D SURFACE MODEL (.XML), .DXF, AND CONTROL POINTS (.CSV) FOR GRADING PURPOSES. A PROPOSAL FOR THESE COSTS CAN BE PROVIDED AS REQUESTED.
- G9. CONTRACTOR IS RESPONSIBLE FOR PAYMENT TO THE CITY FOR ANY GRADING PERMIT FEES.
- G10. THE LOCATION OF EXISTING BELOW GROUND UTILITIES SHOWN ARE IN AN APPROXIMATE LOCATION AND WERE TAKEN FROM UTILITY PLANS PROVIDED BY OTHERS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

WARRANTY / DISCLAIMER
The designs represented in these plans are in accordance with established practices of civil engineering. However, neither Swenson, Hagen & Co. nor its personnel can or do warrant these plans as constructed except in the specific cases where Swenson, Hagen & Co. personnel inspect and control the physical construction on a full time basis.

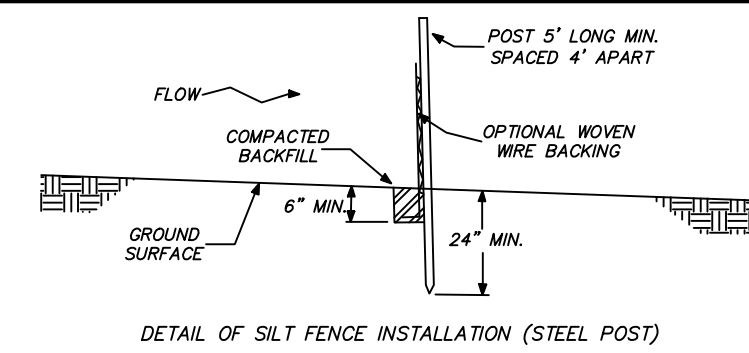
SAFETY NOTICE TO CONTRACTOR
In accordance with generally accepted construction practices the contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This responsibility will apply continuously and not be limited to normal business hours.

NOTICE TO CONTRACTOR
The location of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representatives. The Contractor shall determine the exact location of all existing utilities before commencing work, and agree to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.

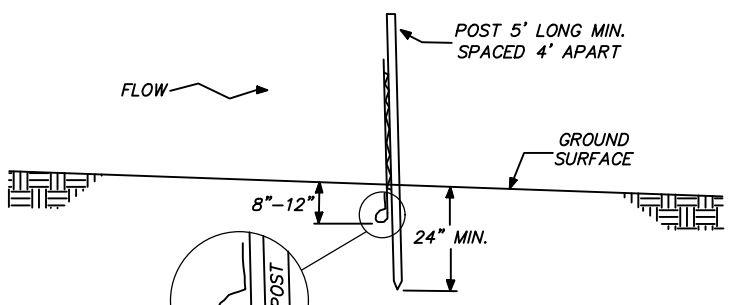
CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-0555

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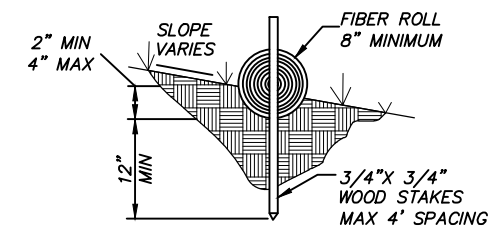
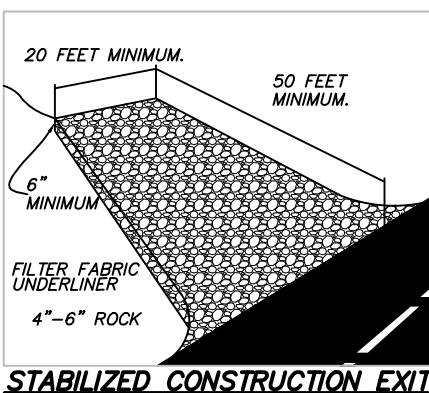
APPROVED TYPES OF SILT FENCE INSTALLATION



DETAIL OF SILT FENCE INSTALLATION (STEEL POST)



DETAIL OF MACHINE SLICED SILT FENCE (STEEL POST)



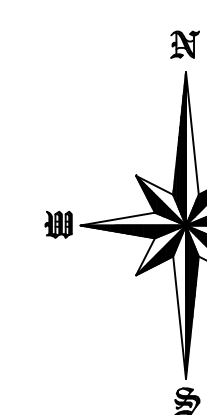
STRAW WATTLE DETAIL

DETAIL OF STRAW WATTLE INSTALLATION

STAKE WATTLES INTO A 2 TO 4 INCH DEEP TRENCH WITH A WIDTH EQUAL TO THE DIAMETER OF THE WATTLE.
DRIVE STAKES AT THE END OF EACH WATTLE AND SPACED 4 FEET MAXIMUM ON CENTER.
USE WOOD STAKES WITH A NOMINAL CLASSIFICATION OF 0.75 BY 0.75 INCH AND MINIMUM LENGTH OF 24 INCHES.
IF MORE THAN ONE STRAW WATTLE IS PLACED IN A ROW, THE WATTLES SHOULD OVERLAP, NOT ABUTTED.

LEGEND

- S — S — EXISTING SANITARY SEWER
- FM — FM — EXISTING FORCE MAIN SANITARY SEWER
- W — W — EXISTING WATERMAIN
- ST — ST — EXISTING STORM SEWER
- E — E — EXISTING UNDERGROUND ELECTRIC
- FO — FO — EXISTING UNDERGROUND FIBER OPTIC
- △ □ — EXISTING UTILITY RISER—VAULT
- ☆ — EXISTING LIGHT POLE
- ⊙ — EXISTING SIGN
- ⊙ — EXISTING VALVE
- ◇ — EXISTING FIRE HYDRANT
- — EXISTING FENCE
- ▨ — EXISTING ASPHALT
- ▨ — EXISTING CONCRETE
- ▨ — EXISTING GRAVEL
- — EXISTING CONTOUR
- XX-XX' — EXISTING GRADE
- ▨ — PROPOSED REMOVALS
- — PROPOSED EROSION CONTROL



SCALE — 1" = 30'
NAVD 88 DATUM
JUNE 22, 2026

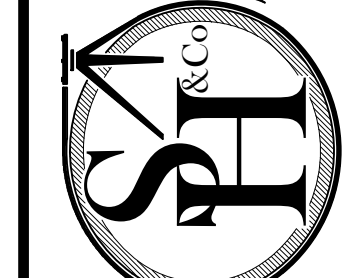
PRELIMINARY NOT FOR CONSTRUCTION RECORDING PURPOSES OR IMPLEMENTATION

DATE	
REVISIONS	

REMOVALS & EROSION CONTROL PLAN

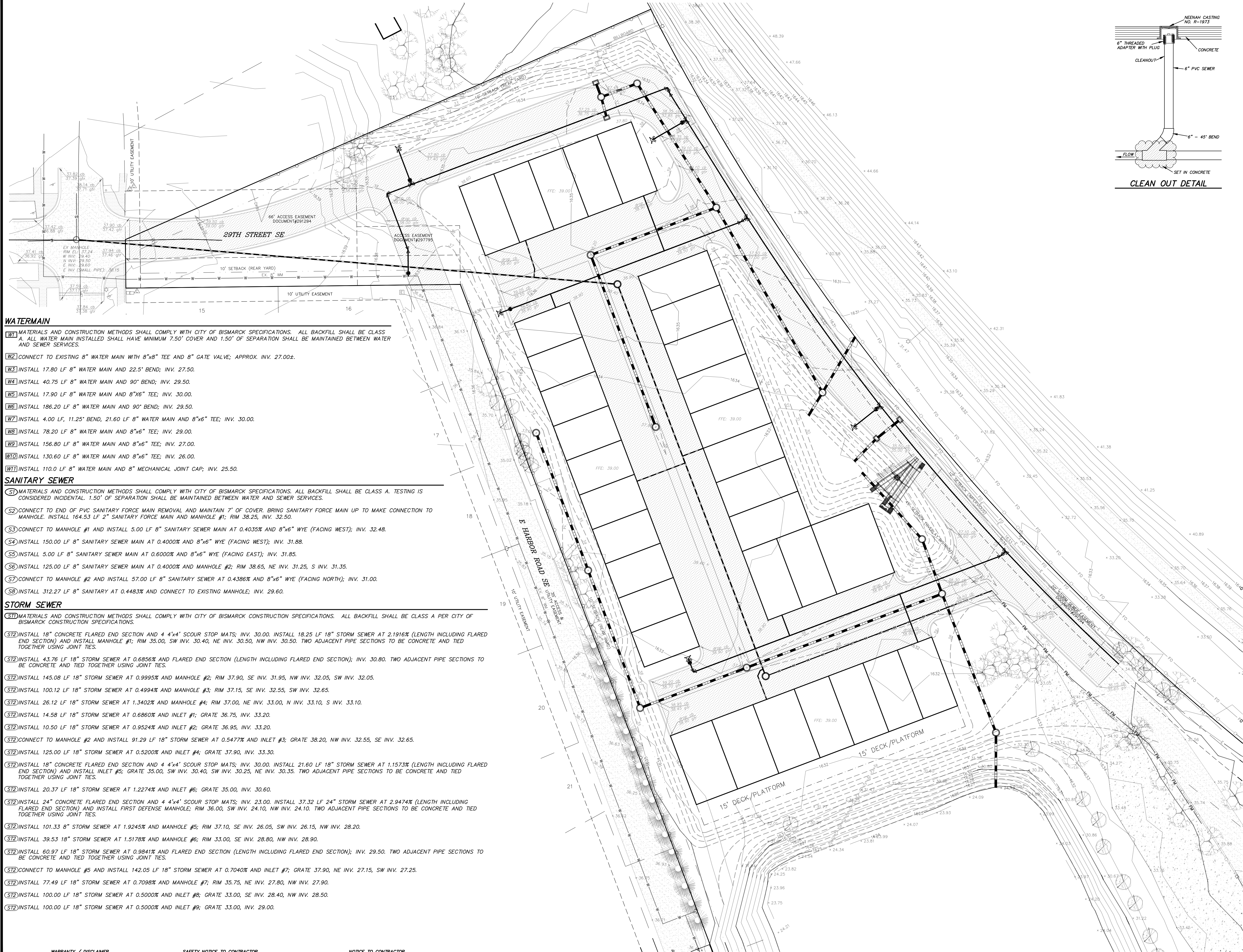
PART OF LOT 35 BLOCK 1, MARINA BAY ADDITION

SWENSON, HAGEN & COMPANY P.C.
3002 Arroyo Avenue
Bismarck, North Dakota 58504
shc@swensonhagen.com
Phone (701) 223-2600
Fax (701) 223-2606



DRAWN BY: SR
CHECK BY: JP
DATE: 06/22/2026
PROJ.#:
COMPUTER FILE:
P:\Morton County, ND\
Mandan\Marina Bay Add\
Lot 35 Bk 1 (Shop Condos)\
Lot 35 Bk 1 Marina Bay
Add Site Survey.dwg

SHEET
C2.0



WATERMAIN

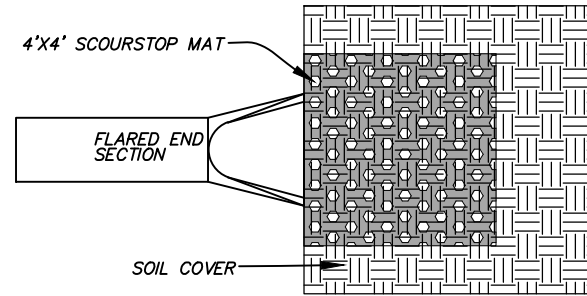
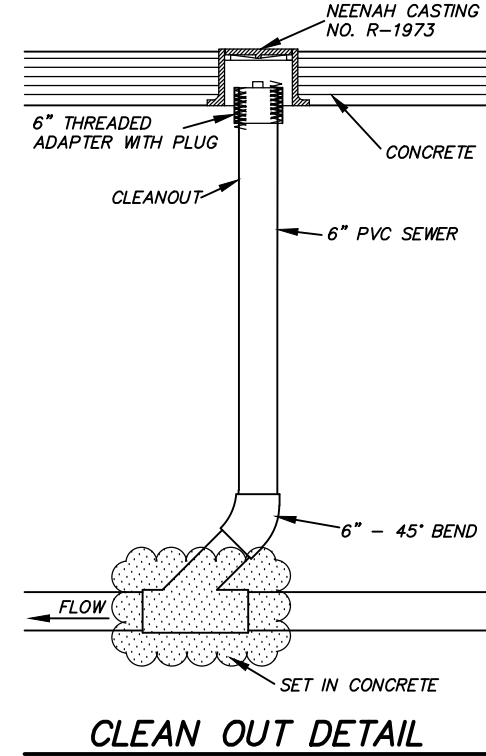
- [W1] MATERIALS AND CONSTRUCTION METHODS SHALL COMPLY WITH CITY OF BISMARCK SPECIFICATIONS. ALL BACKFILL SHALL BE CLASS A. ALL WATER MAIN INSTALLED SHALL HAVE MINIMUM 7.50' COVER AND 1.50' OF SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SEWER SERVICES.
- [W2] CONNECT TO EXISTING 8" WATER MAIN WITH 8"x8" TEE AND 8" GATE VALVE; APPROX. INV. 27.00±.
- [W3] INSTALL 17.80 LF 8" WATER MAIN AND 22.5" BEND; INV. 27.50.
- [W4] INSTALL 40.75 LF 8" WATER MAIN AND 90° BEND; INV. 29.50.
- [W5] INSTALL 17.90 LF 8" WATER MAIN AND 8"x6" TEE; INV. 30.00.
- [W6] INSTALL 186.20 LF 8" WATER MAIN AND 90° BEND; INV. 29.50.
- [W7] INSTALL 4.00 LF, 11.25" BEND, 21.60 LF 8" WATER MAIN AND 8"x6" TEE; INV. 30.00.
- [W8] INSTALL 78.20 LF 8" WATER MAIN AND 8"x6" TEE; INV. 29.00.
- [W9] INSTALL 156.80 LF 8" WATER MAIN AND 8"x6" TEE; INV. 27.00.
- [W10] INSTALL 130.60 LF 8" WATER MAIN AND 8"x6" TEE; INV. 26.00.
- [W11] INSTALL 110.0 LF 8" WATER MAIN AND 8" MECHANICAL JOINT CAP; INV. 25.50.

SANITARY SEWER

- [S1] MATERIALS AND CONSTRUCTION METHODS SHALL COMPLY WITH CITY OF BISMARCK SPECIFICATIONS. ALL BACKFILL SHALL BE CLASS A. TESTING IS CONSIDERED INCIDENTAL. 1.50' OF SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SEWER SERVICES.
- [S2] CONNECT TO END OF PVC SANITARY FORCE MAIN REMOVAL AND MAINTAIN 7' OF COVER. BRING SANITARY FORCE MAIN UP TO MAKE CONNECTION TO MANHOLE. INSTALL 164.53 LF 2" SANITARY FORCE MAIN AND MANHOLE #1; RIM 38.25, INV. 32.50.
- [S3] CONNECT TO MANHOLE #1 AND INSTALL 5.00 LF 8" SANITARY SEWER MAIN AT 0.4035% AND 8"x6" WYE (FACING WEST); INV. 32.48.
- [S4] INSTALL 150.00 LF 8" SANITARY SEWER MAIN AT 0.4000% AND 8"x6" WYE (FACING WEST); INV. 31.88.
- [S5] INSTALL 5.00 LF 8" SANITARY SEWER MAIN AT 0.6000% AND 8"x6" WYE (FACING EAST); INV. 31.85.
- [S6] INSTALL 125.00 LF 8" SANITARY SEWER MAIN AT 0.4000% AND MANHOLE #2; RIM 38.65, NE INV. 31.25, S INV. 31.35.
- [S7] CONNECT TO MANHOLE #2 AND INSTALL 57.00 LF 8" SANITARY SEWER AT 0.4386% AND 8"x6" WYE (FACING NORTH); INV. 31.00.
- [S8] INSTALL 312.27 LF 8" SANITARY AT 0.4483% AND CONNECT TO EXISTING MANHOLE; INV. 29.60.

STORM SEWER

- [ST1] MATERIALS AND CONSTRUCTION METHODS SHALL COMPLY WITH CITY OF BISMARCK CONSTRUCTION SPECIFICATIONS. ALL BACKFILL SHALL BE CLASS A PER CITY OF BISMARCK CONSTRUCTION SPECIFICATIONS.
- [ST2] INSTALL 18" CONCRETE FLARED END SECTION AND 4 4"x4" SCOUR STOP MATS; INV. 30.00. INSTALL 18.25 LF 18" STORM SEWER AT 2.1916% (LENGTH INCLUDING FLARED END SECTION) AND INSTALL MANHOLE #1; RIM 35.00, SW INV. 30.40, NE INV. 30.50, NW INV. 30.50, TWO ADJACENT PIPE SECTIONS TO BE CONCRETE AND TIED TOGETHER USING JOINT TIES.
- [ST2] INSTALL 43.76 LF 18" STORM SEWER AT 0.6856% AND FLARED END SECTION (LENGTH INCLUDING FLARED END SECTION); INV. 30.80. TWO ADJACENT PIPE SECTIONS TO BE CONCRETE AND TIED TOGETHER USING JOINT TIES.
- [ST2] INSTALL 145.08 LF 18" STORM SEWER AT 0.9995% AND MANHOLE #2; RIM 37.90, SE INV. 31.95, NW INV. 32.05, SW INV. 32.05.
- [ST2] INSTALL 100.12 LF 18" STORM SEWER AT 0.4994% AND MANHOLE #3; RIM 37.15, SE INV. 32.55, SW INV. 32.65.
- [ST2] INSTALL 26.12 LF 18" STORM SEWER AT 1.3402% AND MANHOLE #4; RIM 37.00, NE INV. 33.00, N INV. 33.10, S INV. 33.10.
- [ST2] INSTALL 14.58 LF 18" STORM SEWER AT 0.6860% AND INLET #1; GRATE 36.75, INV. 33.20.
- [ST2] INSTALL 10.50 LF 18" STORM SEWER AT 0.9524% AND INLET #2; GRATE 36.95, INV. 33.20.
- [ST2] CONNECT TO MANHOLE #2 AND INSTALL 91.29 LF 18" STORM SEWER AT 0.5477% AND INLET #3; GRATE 38.20, NW INV. 32.55, SE INV. 32.65.
- [ST2] INSTALL 125.00 LF 18" STORM SEWER AT 0.5200% AND INLET #4; GRATE 37.90, INV. 33.30.
- [ST2] INSTALL 18" CONCRETE FLARED END SECTION AND 4 4"x4" SCOUR STOP MATS; INV. 30.00. INSTALL 21.60 LF 18" STORM SEWER AT 1.1573% (LENGTH INCLUDING FLARED END SECTION) AND INSTALL INLET #5; GRATE 35.00, SW INV. 30.40, SW INV. 30.25, NE INV. 30.35, TWO ADJACENT PIPE SECTIONS TO BE CONCRETE AND TIED TOGETHER USING JOINT TIES.
- [ST2] INSTALL 20.37 LF 18" STORM SEWER AT 1.2274% AND INLET #6; GRATE 35.00, INV. 30.60.
- [ST2] INSTALL 24" CONCRETE FLARED END SECTION AND 4 4"x4" SCOUR STOP MATS; INV. 23.00. INSTALL 37.32 LF 24" STORM SEWER AT 2.9474% (LENGTH INCLUDING FLARED END SECTION) AND INSTALL FIRST DEFENSE MANHOLE; RIM 36.00, SW INV. 24.10, NW INV. 24.10. TWO ADJACENT PIPE SECTIONS TO BE CONCRETE AND TIED TOGETHER USING JOINT TIES.
- [ST2] INSTALL 101.33 8" STORM SEWER AT 1.9245% AND MANHOLE #5; RIM 37.10, SE INV. 26.05, SW INV. 26.15, NW INV. 28.20.
- [ST2] INSTALL 39.53 18" STORM SEWER AT 1.5178% AND MANHOLE #6; RIM 33.00, SE INV. 28.80, NW INV. 28.90.
- [ST2] INSTALL 60.97 LF 18" STORM SEWER AT 0.9841% AND FLARED END SECTION (LENGTH INCLUDING FLARED END SECTION); INV. 29.50. TWO ADJACENT PIPE SECTIONS TO BE CONCRETE AND TIED TOGETHER USING JOINT TIES.
- [ST2] CONNECT TO MANHOLE #5 AND INSTALL 142.05 LF 18" STORM SEWER AT 0.7040% AND INLET #7; GRATE 37.90, NE INV. 27.15, SW INV. 27.25.
- [ST2] INSTALL 77.49 LF 18" STORM SEWER AT 0.7098% AND MANHOLE #7; RIM 35.75, NE INV. 27.80, NW INV. 27.90.
- [ST2] INSTALL 100.00 LF 18" STORM SEWER AT 0.5000% AND INLET #8; GRATE 33.00, SE INV. 28.40, NW INV. 28.50.
- [ST2] INSTALL 100.00 LF 18" STORM SEWER AT 0.5000% AND INLET #9; GRATE 33.00, INV. 29.00.



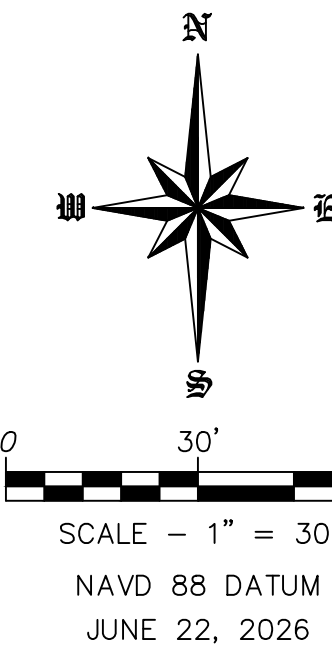
SCOURSTOP DETAIL

1. INSTALL APPROPRIATE SOIL COVER BEFORE INSTALLATION OF SCOURSTOP.
2. PLACE SCOURSTOP MAT(S) ADJACENT TO CULVERT AND OTHER SCOURSTOP MATS TO AVOID GAPS.
3. DO NOT OVERLAP ADJACENT MATS.
4. ANCHOR SCOURSTOP WITH MINIMUM 8 BULLET ANCHORS PER MAT PER MANUFACTURES SPECIFICATIONS.

PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

LEGEND

- S S EXISTING SANITARY SEWER
- FM FM EXISTING FORCE MAIN SANITARY SEWER
- W W EXISTING WATERMAIN
- ST ST EXISTING STORM SEWER
- E E EXISTING UNDERGROUND ELECTRIC
- FO FO EXISTING UNDERGROUND FIBER OPTIC
- △ EXISTING UTILITY RISER-VAULT
- ☆ EXISTING LIGHT POLE
- ✶ EXISTING SIGN
- ⊙ EXISTING VALVE
- ⊙ EXISTING FIRE HYDRANT
- EXISTING FENCE
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING CONTOUR
- EXISTING GRADE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED FENCE
- PROPOSED VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED CONCRETE
- PROPOSED ASPHALT
- PROPOSED GRAVEL
- PROPOSED RETAINING WALL
- PROPOSED CONTOUR
- PROPOSED GRADE



WARRANTY / DISCLAIMER

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SAFETY NOTICE TO CONTRACTOR

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NOTICE TO CONTRACTOR

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CALL BEFORE YOU DIG

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UTILITIES UNDERGROUND LOCATION SERVICE

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DATE

REVISIONS

DIMENSION & UTILITY PLAN

PART OF LOT 35 BLOCK 1, MARINA BAY ADDITION

SWENSON, HAGEN & COMPANY P.C.

3002 Arroyo Avenue
Bismarck, North Dakota 58504
shcng@swensonsllc.com
Phone (701) 223-2600
Fax (701) 223-2606

Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management

SW & Co

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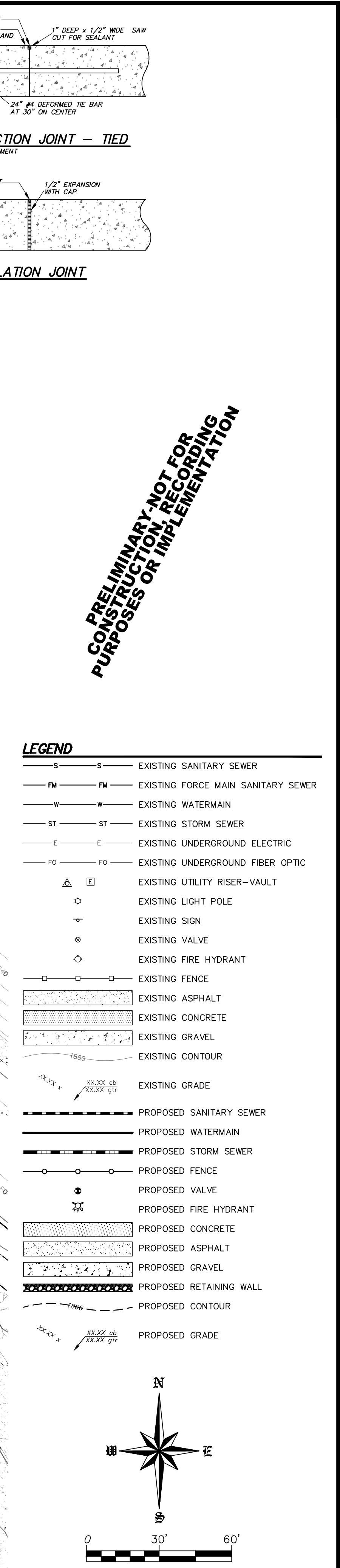
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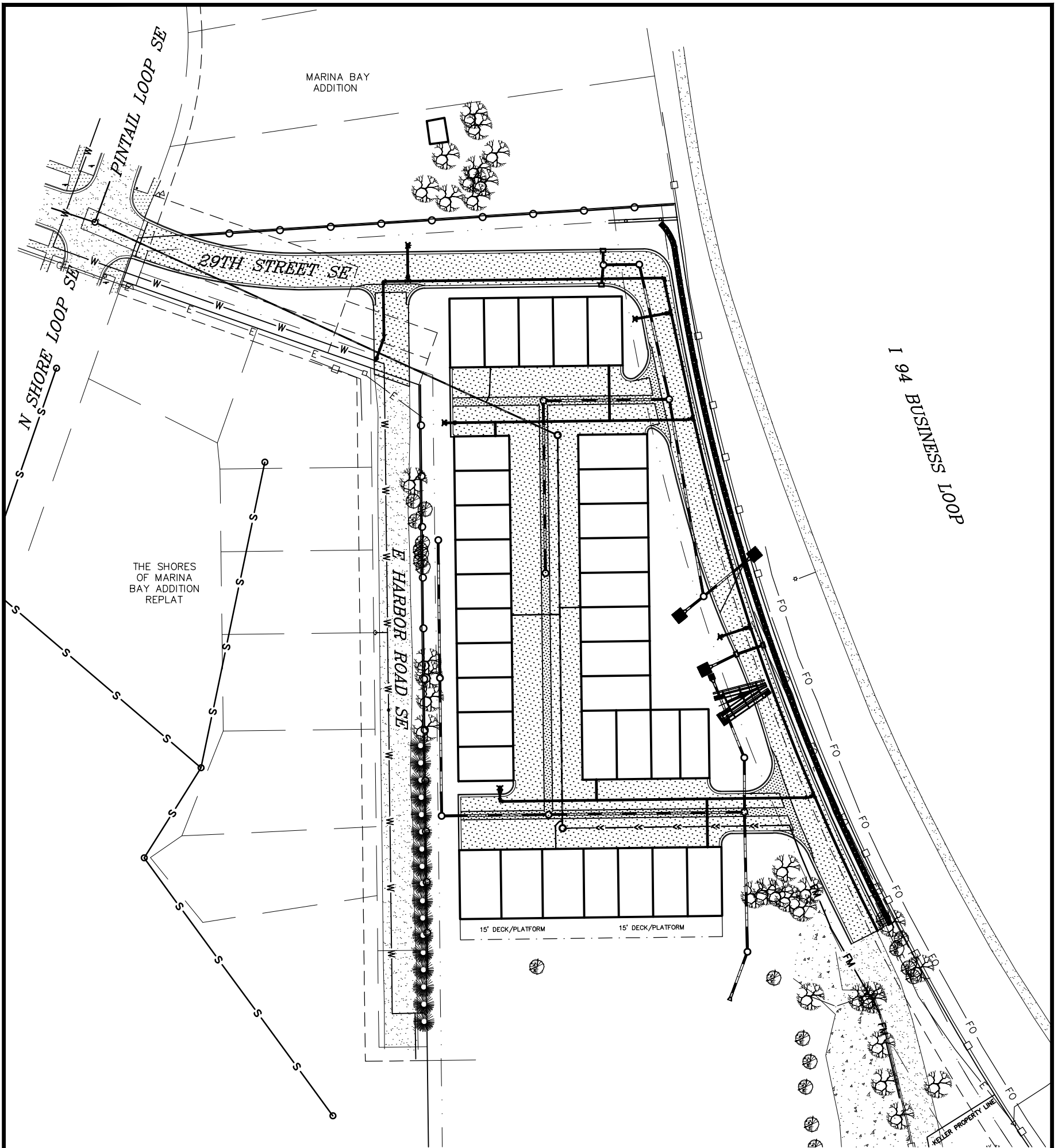
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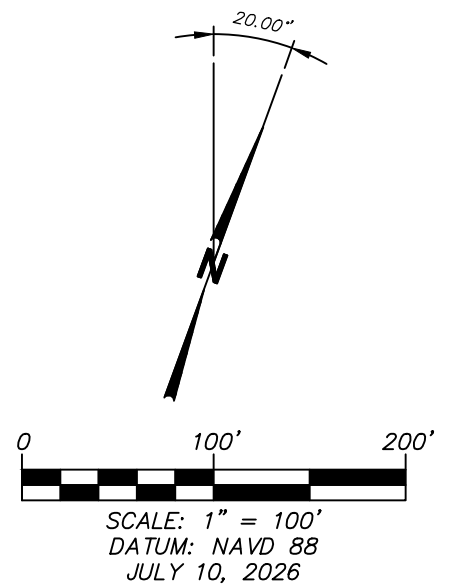
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P:\Morton County, ND\
Mandan\Marina Bay Add\
Lot 35 Bk 1 Marina Bay Add
Add Site Survey.dwg

SHEET C3.0

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**FOR REGULATORY REVIEW ONLY
NOT APPROVED FOR CONSTRUCTION**



SWENSON, HAGEN & COMPANY P.C.

Surveying
Hydrology
Land Planning
Civil Engineering
Landscape & Site Design
Construction Management

3002 Airway Avenue
Bismarck, North Dakota 58504
sheng@swensonhagen.com
Phone (701) 223-2600
Fax (701) 223-2606

EXHIBIT - SPECIAL USE PERMIT
LOT 35 BLOCK 1 MARINA BAY
MANDAN, NORTH DAKOTA

SUITES AT MARINA BAY

**DECLARATION TO SUBMIT PROPERTY
TO A CONDOMINIUM PROJECT**

1. Submission of Property. RW HOMES AND CONSTRUCTION, LLC, of 2527 Railroad Avenue, Bismarck, ND 58501 (hereinafter referred to as the “Developer”), as the owner of the herein described real property located in the County of Morton, and State of North Dakota, hereby submits the following-described real property, together with the buildings and improvements erected thereon, as a condominium project under the provisions of Chapter 47-04.1 of the North Dakota Century Code:

**Lot 35, Block 1, Marina Bay Addition to the City of Mandan, Morton
County, North Dakota.**

(The “Real Property”).

2. Names and Description. The condominium shall be known as Suites at Marina Bay and the condominium association shall be known as the Suites at Marina Bay Condominium Association (the “Association”). The name and description of the condominium units within the project are provided as follows:

Suites at Marina Bay, Unit 1:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 2:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 3:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 4:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 5:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 6:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 7:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 8:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 9:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 10:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 11:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 12:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 13:	_____ 29th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 14:	_____ 29th Street SE, Mandan, ND 58554

Suites at Marina Bay, Unit 15:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 16:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 17:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 18:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 19:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 20:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 21:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 22:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 23:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 24:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 25:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 26:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 27:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 28:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 29:	_____	29 th Street SE, Mandan, ND 58554
Suites at Marina Bay, Unit 30:	_____	29 th Street SE, Mandan, ND 58554

3. Buildings. The “condominium project” consists of five (5) buildings containing a total of 30 commercial shop condominium units. As shown on the survey map of the surface of the land attached hereto as Exhibit A-1, one (1) building contains five (5) units; one (1) building contains six (6) units, one (1) building contains eleven (11) units, one (1) building contains three (3) units, and one (1) building contains three (3) units. containing four (4) side by side units.

4. Units. Attached hereto as Exhibit A-2 is a copy of the building floor plans for the condominium units within the project. The dimensions of the units are shown therein.

5. Fractional Interest. Each of the 30 units shall have an equal interest with every other unit in the condominium project.

6. Use of Units.

- (a) **Permitted Use**. Each unit shall be used solely for private storage, hobby, or personal workshop purposes incidental to ownership, and for no other purpose.
- (b) **Prohibition on Commercial Use**. No trade, business, profession, commercial or industrial activity of any kind, whether for profit or not, shall be conducted, maintained, or permitted within any unit or upon any portion of the condominium project.
- (c) **Residential Use Prohibited**. No unit shall be used as a residence or dwelling, either temporarily or permanently.

- (d) **Signage.** No sign, billboard, placard, or any other sign or display of any kind shall be erected, placed, or maintained on the exterior or any unit or common elements.
- (e) **Exterior Storage Prohibited.** No owner shall place, store, or maintain any materials, equipment, vehicles, inventory, refuse, or personal property outside of a Unit or in any Common Elements, including but not limited to driveways, parking areas, or areas visible from the exterior of the Unit.
- (f) **Nuisance and Compliance.** No owner shall use or permit the use of any Unit in any manner that creates a nuisance, unreasonably interferes with the use and enjoyment of other Units, or violates any applicable law, ordinance, or regulation. All uses shall comply with applicable zoning and governmental requirements.
- (g) **Association Enforcement.** The Association shall have the right to enforce these restrictions by any lawful means, including the imposition of fines, suspension of privileges, and pursuit of legal or equitable relief. Any violation of this Section shall constitute a material breach of the Declaration.
- (h) **No Waiver.** Failure of the Association to enforce any provision herein shall not be deemed a waiver of the right to do so thereafter.

7. Common Elements. The common elements consist of the entire condominium project, including all parts of the buildings other than the units, including, without limitation, the following:

- (a) The land on which the buildings are erected.
- (b) The foundations, columns, girders, beams, supports, main exterior walls, bearing walls, roofs, entrances and exits of a building, if any, not unique to individual units.
- (c) The landscaped and planted areas, sidewalks, driveways, parking areas (subject to conditions and limitations set forth herein and subsequently by the Board of Directors for the Association), roadways, mailbox areas, and other facilities used in common.
- (d) All central and appurtenant installations for services such as power, light, telephone, gas, and water (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units).
- (e) Tanks, pumps, motors, ducts, pipes, wires, cables, sprinklers, and, in general all apparatus and installations existing for common use.
- (f) All other parts of the condominium project and all apparatus and installments existing in the buildings or on the Real Property for

common use or necessary or convenient to the existence, maintenance, or safety of the condominiums.

- (g) The Board of Directors for the Association shall have broad authority over all matters of exterior common area in the condominium project.
- (h) The common elements shall remain undivided, and no individual unit owner, or any person claiming by, through, or under such owner, shall bring or shall have the right to bring, any action for partition, or division thereof, except as expressly permitted pursuant to the terms hereof.

The sheetrock or other sheeting attached to the interior walls or ceiling of each unit shall not be deemed a common element and the Association shall not be responsible for the maintenance, repair or replacement thereof.

8. Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of the construction of the buildings, or as a result of settling or shifting of the buildings, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the buildings, the units, any adjoining units, or any adjoining common elements, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements shall be permitted and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

9. Limited Common Elements. Each unit owner shall have the right to use the parking spaces and driveway areas immediately adjacent to the entrances to the unit.

10. Percentage of Interest. Each of the 30 units shall have an equal interest with every other unit in the entire project, said interest is the fraction of one-thirtieth (1/30) of the condominium project. Should the project be expanded, each unit will have an equal interest with every other unit in the entire project and said interest will be a fraction with one (1) as the numerator and the total number of units being the denominator.

11. Units Subject to Declarations, Bylaws, Rules and Regulations. The Bylaws of the Association are attached hereto as Exhibit B and incorporated herein by reference. All present and future owners and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and any other rules and regulations of the Association, which may be amended from time to time. The acceptance of a deed or conveyance, or the entering into occupancy of any unit shall constitute an acceptance and agreement of the provisions of such instruments by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall be binding upon and inure to the benefit of all persons having any right, title, or interest in any Unit, and their respective heirs, successors, and assigns, as though such provisions were fully set forth in each deed, conveyance, mortgage, lease, or other instrument affecting a unit.

12. Service of Process. The person who is appointed as registered agent for service of legal process for the Association is Jay Wickline, 2527 Railroad Avenue, Bismarck, ND 58501. Jay Wickline shall serve as registered agent until all units within the condominium project have been sold by Developer to third parties. Thereafter, the Board of Directors of the Association shall appoint a new registered agent for the Association.

13. Association of Owners. The owners of condominium units within the condominium project shall be members of the Suites at Marina Bay Condominium Association (the "Association"), which Association shall constitute the administrative body which will provide for the approval of proposed modifications to the exterior of any condominium unit; the maintenance, operation, management and administration of the common elements and areas within the project; to direct, monitor and oversee the maintenance, repair and replacement of materials on the exterior of any and all condominium units; and to create and establish rules deemed necessary, in the discretion of the Board of Directors, to insure that all occupants of condominiums are able to quietly and peacefully enjoy their respective unit. There shall be one (1) vote for each of the condominium units regardless of the actual number of persons who own each unit. Until such time as all of the units within the condominium project have been conveyed to third parties by the Developer, the Developer shall be and remain as the sole and only Director of the Association. This notwithstanding, the Developer may resign as a Director at any time, and the Developer may, at the Developer's discretion, turn over the affairs of the Association to the other owners at an earlier date. Once all condominium units have been conveyed to third parties, or upon the Developer relinquishing control over the affairs of the Association, the Board of Directors of the Association shall consist of three (3) persons, all of whom shall be owners of units or the spouse of an owner (or if an Owner is a corporation, partnership or trust, a Director may be an officer, partner or beneficiary of such Owner). Assessments by the Association shall be deemed a personal obligation of the owner(s) of the unit at the time of the assessment and shall be deemed a lien against the condominium owner's unit. Membership in the Association is mandatory and not discretionary. Each unit owner shall be a member of the Association so long as such person or entity shall be a unit owner. Membership shall automatically terminate when a unit owner ceases to be an owner and upon transfer of the ownership interest. The new owner succeeding to the interest shall likewise succeed to such membership in the Association.

14. Votes. The aggregate number of votes for the Association shall be equal to the total number of condominium units subject to the Association with each condominium unit possessing one (1) vote. If there is deadlocked vote - *i.e.*, a tie, the Developer shall break the deadlock/tie and make the decision the Association.

15. Assessments, Charges and Taxes. Each unit owner shall pay such unit owners' then equal/proportionate share of all assessments, charges and expenses incident to the administration and operation of the common elements, utility charges and expenses as may be determined by the Board of Directors, and all other expenses in conformance with the Declaration and the Bylaws, including but not limited to the maintenance and repair of common elements or replacements and additions thereto, snow removal, lawn

care, exterior insurance and water expenses. Each unit owner shall bear the charges whether for taxes, utilities and other expenses as may be severally charged or assessed against each such owner or unit as provided by law. If any owner or occupant shall fail or refuse to make full payment of common expenses when due, the amount thereof shall constitute a lien on the unit as provided by Chapter 47-04.1 of the North Dakota Century Code. The Association and the Board for the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in this Declaration, the Bylaws and Rules and Regulations, including the right to force a sale of a unit, or as otherwise available at law or in equity for the collection of all unpaid assessments, including collection of interest, collection of costs and reasonable attorneys' fees.

As used herein, "proportionate share" shall be a fraction, the numerator which is one (1) and the denominator of which is the total number of completed condominium units subject to the Association. Notwithstanding the foregoing, Developer shall not be obligated to pay any Association dues, assessments, or other costs or expenses with respect to (i) undeveloped lots, or (ii) completed units owned by Developer and held solely for marketing and sale in the ordinary course of Developer's business. However, Developer shall be responsible for paying its proportionate share of such dues, assessments, costs, and expenses for any completed units that are owned by Developer and retained for Developer's use (and not held for sale).

16. Use of Common Elements. Each owner shall have the right to use the common element in common with all other owners as may be required for enjoyment of the premises and such right shall extend to each owner, spouse, family members, agents, servants, tenants, and invitees of each owner. Such right of use of the common elements shall be subject to and governed by provisions of this Declaration, Bylaws and rules and regulations as generated and issued by the Board of Directors. The Board of Directors and/or the officers of the Association shall be authorized to generate and implement Rules and Regulations for the use of Association common areas and with respect to the use of individual condominium units, including, without limitation, noise restrictions and use restrictions, and occupations and management of common areas. All income derived by the Association shall be held and used for the benefit of the members of the Association and as the Board of Directors may determine or prescribe.

17. Maintenance of Common Party Walls. No condominium unit owner may cause any damage or injury to occur to any common party wall nor permit any employees, tenants, agents, guests, invitees or other persons to cause damage or injury thereto. Except as provided herein, in the event it is determined that a common party wall is in need of maintenance and repair, it is hereby provided that each condominium unit owner sharing the common party wall shall make and effect such repairs, maintenance and restoration as may be required to ensure its stability and usefulness. Any such repair, maintenance or restoration shall be made in a good and competent fashion by persons experienced in such matters and the condominium unit owners sharing the common wall shall equally pay for the cost of such repair, maintenance or restoration. In the event a condominium unit owner fails to pay such owner's share of such repairs, the other condominium unit owner may pay the same and bring such action in a court of competent jurisdiction to obtain a judgment against the non-paying owner, together with

interest, costs and disbursements of the action and reasonable attorney's fees. Further, the party plaintiff may seek and obtain such injunctive and equitable relief as the court deems appropriate. However, in the event the damage and injury to a common party wall was caused by the neglect or intentional actions or omissions of a condominium unit owner, or such owner's employees, tenants, agents, guests or invitees, then, in that event, the entire cost of such repair, maintenance and restoration shall be the sole obligation of that condominium unit owner.

18. Maintenance, Repairs, Alterations, Additions or Improvements. Except as otherwise provided for herein, the Association shall repair, replace and maintain the exterior of all units in the project, as an Association expense to be assessed against all condominium units. The owner of each condominium unit hereby grants the Association and its designees a perpetual license to enter the owner's unit for purposes of repairing, replacing or maintaining the exterior. However, to the extent such maintenance, repair and/or maintenance results, in whole or in part, from the act or failure to act by the unit owner or unit owner's invitees, guests or agents, such required maintenance, repair and/or replacement procedures shall be promptly implemented and paid for, in full, by the subject unit owner. Any new construction, and any additions, modifications, repairs, or improvements to the exterior of an existing unit shall be subject to and require prior written approval from the Board of Directors of the Association and shall be done in such a fashion as to be in complete harmony with the remaining units in the project so to ensure the continued harmony and aesthetic appearance of the same and to avoid diminution in value of the units within the project.

As provided herein, an Association has been created to, among other things, (a) approve all proposed modifications to the exterior of any condominium unit, (b) monitor, direct and control the maintenance, repair and replacement of all materials on the exterior of each condominium, including, but not limited to, siding, roofing materials, soffit, fascia, gutters, exterior windows and doors, and decks and patios, (c) to maintain common areas; and (d) to provide lawn care, law watering and snow removal for all units. The Association has the power and authority, among other things, (a) to determine when maintenance, repair or replacement of materials on the exterior of a unit or units in the project are necessary; (b) to effect such repair, maintenance and replacement procedures; (c) to assess the cost thereof to all unit owners in the project as a common expense; and (d) when maintenance, repair and/or replacement procedures is necessitated by the acts or failures to act of any unit owner, or his or her guest or invitee, to assess the subject unit owner for the costs associated with such maintenance, repair and replacement.

No unit owner, except for the Developer, shall affect any modifications or replacements of any building materials on the exterior surface of any unit without the prior express written consent and authority of the Association's Board of Directors. As described herein, the phrase "exterior of any unit" shall include, but not be limited to, a unit's roofing material, siding, gutters, fascia, soffit, trim, windows, decks, patios and doors. In the event a unit owner fails or refuses to abide by the decision, order or direction of the Association, the Association shall be authorized to seek injunctive relief from a Court of competent jurisdiction in accord with the decision of the Association.

The costs discussed herein shall be the personal obligation of each respective unit owner and shall be deemed as a lien against each respective unit. As provided in the Bylaws of the Association, the Association shall have authority to enter the affected property of a non-compliant unit owner to make such required repairs, modifications, improvements or replacements and assess the costs thereof against the owners of the subject unit and cause a lien to be filed against such unit. The Association is hereby granted a perpetual easement to enter units within the project for purposes of effecting any such required repairs, modifications, improvements or replacements described herein.

Each owner shall furnish and be responsible at such owner's expense for all of the maintenance, repairs and replacements within such owners' unit, including, without limitation, all interior sheetrock and wall ceiling coverings, all floor coverings, all plumbing fixtures, light fixtures, electric and communications systems through the exterior wall of the unit, interior and exterior windows and doors, individual HVAC systems, plumbing, sewer, and water lines through the exterior wall of the unit, and all appliances.

19. Ingress and Egress of Unit Owners. Each unit owner shall have the right of ingress and egress to his, her or their unit, and such right shall be perpetual and appurtenant to the unit ownership.

20. Insurance. The Association shall retain and maintain special form (customary wind, storm, fire and other hazard) insurance, with standard exclusions, on the condominium structures/buildings to the full replacement value thereof with cost of the insurance to be an Association expense to be assessed to each unit in the condominium project. The Board of Directors are responsible for securing insurance coverage and should seek to maintain competitive insurance rates. If applicable, insurance pertinent to the ownership, use and maintenance of the common elements of the condominium project, and other such insurance (other than title insurance) shall be applied as the Association may deem to be reasonable and necessary. Insurance will cover the condominium building and common elements and limited common elements. This generally covers the portion of a condo unit from the sheet rock out but not the interior elements. Insurance carried by the Association shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, and the owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of the owner(s).
- (b) Each owner shall be responsible for obtaining insurance coverage at the owner's expense for the interior of the owner's unit, including interior walls, pipes, wires, conduit, ducts, wall coverings, floor coverings, appliances, fixtures, sliders, or any other items located within a unit. Common windows and doors, that are part of the outside walls, shall be considered as exterior items subject to the association's insurance coverage. Each owner is responsible for obtaining insurance

for the personal property located within the owner's unit or elsewhere in the condominium, for personal liability for occurrences within the owner's unit or on limited common elements appurtenant to the unit. The Association shall have no responsibility for obtaining such insurance. The Association and all owners shall use their best efforts to see that all property and liability insurance carried by the Association or any owner shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any owner or the Association. All such insurance will be carried by each owner in an amount equal to the maximum insurable replacement value excluding foundation excavation costs and evidenced to the Association in a manner acceptable to the Association, and shall name the Association as an additional insured. In the event of the failure of a owner to obtain such insurance, the Association may obtain such insurance on behalf of such owner and the premiums therefore will constitute a lien against the owner's unit which may be collected from the owner. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any owner and vice versa.

- (c) All common elements of the condominium project, including the exterior of the condominium building and garages, shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors.
- (d) Public liability insurance shall be carried in such limits as the Board of Directors may from time to time determine appropriate, and shall cover the Association, each member, director, and officer thereof and any managing agent.
- (e) All premiums upon insurance purchased by the Association shall be common expenses.
- (f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the owner and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the condominium shall be required, the proceeds of any insurance received shall not be used for any purpose other than for repair, replacement or reconstruction of the project, unless all of the institutional holders of first mortgages on units and all owners have given their prior written approval.

- (g) Insurance carried by the Association shall, to the extent possible, provide for cross coverage of claims by one insured against another.

21. Liability of Mortgagee for Delinquent Assessments in the Event of Foreclosure. If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of a foreclosure or deed in lieu of foreclosure, such first mortgagee, person, or successor or assigns, shall not be liable for the outstanding assessments owed by the prior owner(s), except for assessments that have priority over the first mortgage.

22. Invalidity. The invalidity of any provision of this declaration and other provisions of this declaration shall continue in effect as if such invalid provision has never been included herein.

23. No-Waiver. No provision contained in this declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

24. Amendments to the Declaration. Except as otherwise provided herein, this Declaration may be amended at any time upon the vote of sixty percent (60%) of the condominium unit owners (i.e., one (1) vote per unit). In no event may the owners of the condominium units commit or cause to be committed any act which may jeopardize the lien interests of any mortgage lender or their assigns as to the value of the collateral given to secure repayment of such debts and obligations. Any amendment to this Declaration shall be set forth in a written instrument executed by the Association, and the President (or other duly authorized officer) shall certify in such instrument that the amendment was duly approved by the requisite percentage of unit owners in accordance with this Declaration. No signature of the individual unit owners shall be required on such amendment. This notwithstanding, until such time as all condominium units are conveyed from the Developer to third parties, the Developer is authorized to make any amendment to this Declaration as the Developer deems appropriate, without notice or the consent from any other unit owners. Likewise, until such time as all condominium units are conveyed to third parties by the Developer, no amendment to this Declaration can occur without the Developer's consent in writing.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Developer has executed this Declaration on this
_____ day of _____, 2026.

Developer:

RW Homes and Construction, LLC

By: Jay Wickline, President

STATE OF NORTH DAKOTA)
)
COUNTY OF _____) ss.

On the _____ day of _____, 2026, before me personally
appeared Jay Wickline, known to me to be the President of **RW Homes and
Construction, LLC**, who executed the foregoing instrument and acknowledged to me
that he executed the same on behalf of **RW Homes and Construction, LLC**.

Notary Public, State of North Dakota



SPECIAL USE PERMIT

For

Multi-use

Shops

Lot 35, Block 1, Marina Bay Addition

The property owner(s) of Lot 35, Block 1, Marina Bay Addition are granted a special use permit for multi-use shops. This special use permit (SUP) will allow multi-use shops to be built on Lot 35, Block 1, Marina Bay Addition.

1. This SUP is for four (4) structures.
2. The structures are limited to uses permitted within the CC - Commercial/Light Industrial district. Upon transfer of units, the uses allowed within CC - Commercial/Light Industrial at the time of transfer will apply.
3. Residential uses of any type are not allowed under this SUP.
4. Access to these structures will be from within the property. No direct access to individual units will be allowed from public street.
5. Each individual unit within the structures shall have its own separate means of egress.
6. Such units shall only contain group business, factory, mercantile, or storage occupancy classifications as set forth by Section 3 of the North Dakota State Building Code.
7. The structures will be constructed according to the minimum standards of the building code for the declared use(s).
8. Minimum off-street parking requirements shall be planned and provided for based on the declared uses. Any inadequate provision of parking within the development for a combination of uses may result in the revocation of this special use permit.
9. There will be one curb stop installed per structure. An access agreement between the city and developer must be created which allows access for city employees to access curb stops.
10. The declaration of commercial or accessory to residential shall in no way affect the way valuation, special assessments, utility rates, and other city fees are determined. These shall remain determined by separate city policy.

11. Covenants, conditions, and restrictions (CC&Rs) or another form of recorded agreement approved by the city attorney shall set out, at a minimum, provisions for access and responsibility for costs of inspections related to the fire suppression system, if any.
12. If the property owner should choose to condo plat the structures for the purpose of selling individual units they are required to abide by the following requirement:
 - a. For the city's utility billing purposes, a recorded development association or another form of recorded agreement approved by the city attorney is required if any of the individual units within the development are not owned by the same owner of the development. The recorded development association or recorded agreement shall set out, at a minimum, the allocation of costs and statement of understanding of the collective responsibility of owners for payment of city utilities. If a recorded development association or another form of recorded agreement approved by the city attorney is in place, the city will issue one utility bill per month to one owner or representative of the structure for the entire structure's base charges and consumption or usage. The monthly utility bill will not be sent to each individual owner within the structure. If ownership is divided after a special use permit has been obtained, the property owner shall furnish a copy of said recorded agreement to the city showing it meets this provision.
13. External, structural illumination shall be downward and inward facing. Onsite property lighting shall be downward facing. No external illumination shall leave the property.
14. Noise-producing business-related activities, other than those of an office or clerical nature, are limited to between 6:00am and 10:00pm. Nothing in this condition permits exceeding the requirements of the MCO pertaining to noise nuisances.
15. Landscape buffer(s) shall be planted as approved by the Mandan Architectural Review Commission (MARC).
16. Any modification to this Special Use Permit must be reviewed in accordance with City Ordinances in effect at the time of proposed changes.

Dated this day of _____, 2026

President, City Commission

ATTEST:

Planning and Zoning Secretary



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 24, 2026
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Mindy Piatz (Brady Martz)
SUBJECT: 2025 Audit

STATEMENT/PURPOSE:

To approve the results of the 2025 audit.

BACKGROUND/ALTERNATIVES:

The City is required to be audited according to the North Dakota Century Code.

December 2, 2025 - City Commission approved the audit engagement letter from Brady Martz to provide audit services for the year ended December 31, 2025.

June 26, 2026 - Brady Martz issued Independent Auditor's Report.

July 22, 2026 - Mindy Piatz (Brady Martz) presented the results of the 2025 audit to the Budget & Finance Committee.

August 4, 2026 - Mindy Piatz (Brady Martz) will present the results of the 2025 audit to the City Commission.

ATTACHMENTS:

None

FISCAL IMPACT:

The audit fees were detailed in the audit engagement letter.

STAFF IMPACT:

Significant staff time was required by the finance department to prepare and provide information for the audit.

LEGAL REVIEW:

None required.

RECOMMENDATION:

To approve the results of the 2025 audit.

SUGGESTED MOTION:

I move to approve the results of the 2025 audit.



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 24, 2026
SUBMITTING DEPARTMENT: Morton Mandan Public Library
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: Morton Mandan Public Library 2027 Budget

STATEMENT/PURPOSE:

To approve the Morton Mandan Public Library 2027 Budget as recommended by the Library Board of Trustees.

BACKGROUND/ALTERNATIVES:

The Morton Mandan Public Library serves all citizens of Morton County and the City of Mandan, and is governed by a Board of Trustees, which are appointed by the County Commission and the City Commission. The Library is fiscally dependent upon the County and the City because the County Commission and the City Commission consider the Library budget, levies taxes, and must approve any debt issuances. The Library is reported as a component unit in the City's audited financial statements. The City currently owns the Library building.

The Library Board of Trustees approved their 2027 Budget on July 27, 2026. The Library Director presented the 2027 Budget to the Morton County Commission on July 28, 2026.

ATTACHMENTS:

1. 2027 Proposed Budget
2. 2025 MMPL Annual Report & 2027 Budget

FISCAL IMPACT:

The City will levy approximately \$789K and provide \$10,650 for the Library's share of state aid distribution revenue from the State of ND.

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the Morton Mandan Public Library 2027 Budget as recommended by the Library Board of Trustees.

SUGGESTED MOTION:

I move to approve the Morton Mandan Public Library 2027 Budget as recommended by the Library Board of Trustees.

2027 Proposed Budget Summary

Investing in People. Maintaining Excellence. Preparing for the Future.

The proposed 2027 budget totals **\$1,261,772** and represents a balanced financial plan that maintains existing library services while making strategic investments in the people, technology, and infrastructure needed to support a growing and increasingly active library.

Rather than expanding operations through significant new spending, this budget focuses on sustaining high-quality public services, protecting community assets, and positioning the library for future opportunities.

Four Budget Priorities

1. Invest in People

- People remain the library's greatest asset.
- Approximately **80% of the operating budget** supports salaries and benefits for the employees who provide every library service—from circulation and programming to passport services, outreach, technical services, and facility maintenance.

The 2027 budget also reflects:

- Updated compensation structure
- Competitive benefits
- Continued investment in staff development
- Organizational stability

2. Maintain Exceptional Public Service

The budget continues funding for:

- | | |
|----------------------------|----------------------------|
| • Collections for all ages | • Public programming |
| • Digital resources | • Rural outreach |
| • Technology access | • Building operations |
| • Passport services | • Community meeting spaces |

The goal is simple:

Maintain the level of service our community expects while meeting increasing demand.

3. Protect Community Investments

The library building, technology, collections, and vehicles represent millions of dollars in public assets.

The proposed budget continues investments in:

- | | |
|----------------------------|--------------------------|
| • Preventative maintenance | • Utilities |
| • Technology support | • Equipment upkeep |
| • ADA website compliance | • Collection replacement |

These investments help avoid larger expenses in future years.

4. Prepare for Tomorrow

While the operating budget focuses on today's services, it also supports long-term planning for:

- The Branch
- Makerspace Tourism Hub
- Future bookmobile replacement
- Technology improvements
- Accessibility initiatives

Most of these projects continue to rely on grants, fundraising, and partnerships rather than increasing local operating costs.

Revenue Highlights

Revenue remains diversified.

Source	Share
Property Tax Support	Largest funding source
Charges for Services	\$105,500
Miscellaneous Revenue	\$65,880
State Aid & Other Revenue Continues to supplement operations	

The library continues to grow revenue through:

- Passport services
- Passport photos
- Meeting room rentals
- Donations
- Grants
- Investment earnings

Major Investments

Personnel

- **\$1,008,721**
 - Supports staffing that delivers every public service.

Library Collections

- **\$60,370**
 - Books, eBooks, audiobooks, digital resources, children's materials, and processing.

Professional Services

- **\$94,100**
 - Technology support, CDLN services, ADA website compliance, audits, accounting, and staff training.

Programs

- **\$17,000**
 - Community programming across all ages, supplemented by Friends of the Library support.

Repairs & Maintenance

- **\$17,800**
 - Maintains the building, equipment, and vehicles to protect public investments.

Fiscal Responsibility

The proposed budget:

- Is balanced, with a projected surplus of approximately **\$231**
- Prioritizes maintenance over expansion
- Continues seeking grants for major capital initiatives
- Supports responsible long-term planning
- Preserves core library services
- Avoids creating unsustainable operating costs

Key Messages

The library continues to grow.

- Community use of library services continues to increase across circulation, programming, passport services, technology assistance, and outreach.

The budget is responsible.

- The proposed budget is balanced and focuses on maintaining excellent service while protecting public resources.

The library is planning for the future.

- Rather than reacting to future challenges, this budget continues preparing for the next generation of library services through strategic investments, partnerships, and grant-funded initiatives.

2027 Morton Mandan Public Library
Proposed Budget 7/21/2026

General Budget

Revenues	2027 Projected Revenue	2026 Current Revenue	2025 Actual Revenue	2024 Actual Revenue
City of Mandan (72.4%) 2024 Pop: 25,061				
Taxes:				
Property (City)	\$ 749,973.00	\$ 678,160.00	\$ 721,890.00	\$ 642,753.00
Electric Distribution (City)	\$ 365.00	\$ 364.00	\$ 334.00	\$ 338.00
Mobile Home (City)	\$ 6,557.00	\$ 5,824.00	\$ 7,818.00	\$ 5,334.00
State Grant (NDSL) 2026 Award	\$ 23,048.00	\$ 23,048.00	\$ 23,223.00	\$ 23,305.00
State Aid Distribution	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00
Total City	\$ 790,593.00	\$ 718,046.00	\$ 763,915.00	\$ 682,380.00
Morton County (27.6%) 2024 Pop: 34,601				
Taxes				
Property	\$ 285,469.00	\$ 142,674.00	\$ 256,051.00	\$ 240,227.00
State Grant (NDSL) 2026 Award	\$ 14,330.00		\$ 14,438.00	\$ 14,489.00
Total County	\$ 299,799.00	\$ 142,674.00	\$ 270,489.00	\$ 254,716.00
Charges for Services:				
Copier, Fax & Computer Fees:	\$ 7,000.00	\$ 3,075.00	\$ 6,368.00	\$ 4,693.00
Horizon Fee	\$ 1,500.00	\$ 821.00	\$ 1,227.00	\$ 1,346.00
Passport Fees:	\$ 56,000.00	\$ 26,843.00	\$ 38,805.00	\$ 33,353.00
Photo Fees:	\$ 40,000.00	\$ 16,433.00	\$ 22,517.00	\$ 16,995.00
Additional Revenue (laminating, proctoring, etc)	\$ 1,000.00	\$ 104.00	\$ 206.00	\$ -
Uncategorized			\$ 12.00	
Total Charges for Services	\$ 105,500.00	\$ 47,276.00	\$ 69,135.00	\$ 56,387.00
Miscellaneous:				
Investment Earnings:	\$ 9,380.00	\$ 4,668.00	\$ 10,895.00	\$ 11,061.00
Venue Room Rentals:	\$ 15,000.00	\$ 3,589.00	\$ 5,578.00	\$ 2,975.00
Program Donations	\$ 8,000.00	\$ 4,650.00	\$ 12,400.00	
Library Donations	\$ 6,000.00	\$ 2,818.00	\$ 1,142.00	\$ 12,548.00
Program Grants	\$ 7,000.00	\$ -	\$ 14,000.00	\$ 26,000.00
Library Grants	\$ 20,000.00	\$ 52,800.00	\$ 1,620.00	\$ 12,600.00
Other: Uncategorized	\$ 500.00	\$ 353.00	\$ 963.00	\$ 3,779.00
Total Miscellaneous	\$ 65,880.00	\$ 68,878.00	\$ 46,598.00	\$ 68,963.00
Total Revenues	\$1,261,772.00	\$976,874.00	\$ 1,150,137.00	\$ 1,062,446.00

2027 Morton Mandan Public Library
Proposed Budget 7/21/2026

General Budget

Expenditures

**Projected
Expenses**

**2026 Current
Expenses**

**2025 Actual
Expenses**

**2024 Actual
Expenses**

Salaries & Benefits:

Salaries-Full Time (11--8 @40; 2@35;1@25)	\$608,174.00	\$295,551.00	\$	540,568.00	\$	422,026.00
Salaries-Part Time (5 @ 0 - 19 hrs)	\$81,827.00	\$26,048.00	\$	49,629.00	\$	71,056.00
Social Security & Medicare	\$52,900.00	\$23,988.00	\$	44,097.00	\$	36,748.00
Pension	\$48,750.00	\$23,647.00	\$	42,874.00	\$	32,936.00
Unemployment Compensation	\$6,900.00	\$24.00	\$	436.00	\$	-
Workers' Compensation	\$2,550.00	\$2,555.00	\$	3,156.00	\$	1,229.00
Health Insurance	\$205,000.00	\$99,814.00	\$	145,777.00	\$	120,667.00
Long Term Disability Insurance	\$1,685.00	\$700.00	\$	1,257.00	\$	954.00
Term Life Insurance	\$935.00	\$334.00	\$	512.00	\$	404.00
Audit Adjustment		-\$34,134.00	\$	(28,521.00)		
Total Salaries & Benefits	\$1,008,721.00	\$438,527.00	\$	799,785.00	\$	686,020.00

Professional Fees & Services:

Audit Fees	\$	1,500.00		\$	1,533.00	\$	1,296.00	
Accounting Fees	\$	16,800.00	\$	6,720.00	\$	13,750.00	\$	11,000.00
Credit & Debit Card Fees		\$3,000.00		\$1,804.00	\$	3,151.00	\$	2,457.00
Courier Fees	\$	4,000.00	\$	1,904.00	\$	4,192.00	\$	3,490.00
System-Related Charges (CDLN Contract):	\$	19,000.00	\$	10,923.00	\$	14,255.00	\$	15,058.00
New Rates								
Technology Support (NRG Server): Add	\$	30,000.00	\$	22,511.00	\$	21,694.00	\$	19,420.00
Website--ADA Compliant								
Copier, Fax & Computer	\$	9,200.00	\$	5,236.00	\$	9,002.00	\$	8,195.00
Travel & Training	\$	5,000.00	\$	148.00	\$	4,914.00	\$	4,409.00
Program Mileage	\$	300.00	\$	-	\$	145.00	\$	589.00
Advertising & Public Relations	\$	4,000.00	\$	19,578.00	\$	2,272.00	\$	2,137.00
Dues & Memberships	\$	1,300.00	\$	400.00	\$	1,145.00	\$	1,139.00
Total Prof. Fees & Serv.		\$94,100.00		\$69,224.00	\$	76,053.00	\$	69,190.00

Insurance:

Insurance	\$	9,200.00	\$	2,440.00	\$	8,477.00	\$	9,745.00
Total Insurance	\$	9,200.00	\$	2,440.00	\$	8,477.00	\$	9,745.00

2027 Morton Mandan Public Library
Proposed Budget 7/21/2026

General Budget

	2027 Projected Expenses	2026 Current Expenses	2025 Actual Expenses	2024 Actual Expenses
Utilities:				
Utilities	\$ 28,250.00	\$ 14,639.00	\$ 28,209.00	\$ 26,176.00
Telephone & Internet	\$ 7,500.00	\$ 3,661.00	\$ 6,772.00	\$ 5,816.00
Total Utilities	\$ 35,750.00	\$ 18,300.00	\$ 34,981.00	\$ 31,992.00
Library Materials:				
Adult Materials	\$ 21,500.00	\$ 14,186.00	\$ 22,804.00	\$ 46,154.00
Electronic Resources: streamlined services	\$ 15,000.00	\$ 3,688.00	\$ 20,921.00	\$ 6,960.00
Juvenile Materials	\$ 13,750.00	\$ 6,069.00	\$ 14,034.00	\$ 20,302.00
Periodicals	\$ 2,500.00	\$ 1,380.00	\$ 4,822.00	\$ 4,628.00
Audiovisuals	\$ 800.00	\$ 67.00	\$ 722.00	\$ 1,458.00
Young Adult Materials	\$ 3,000.00	\$ 1,923.00	\$ 4,848.00	\$ 6,210.00
Processing Materials	\$ 3,200.00	\$ 375.00	\$ 2,204.00	\$ 2,593.00
Satellite & Movie Services	\$ 620.00	\$ 615.00	\$ 602.00	\$ -
Total Library Materials	\$60,370.00	\$28,303.00	\$ 70,957.00	\$ 88,305.00
Programs: Additional Support from Friends				\$ 5,685.00
Children	\$5,000.00	\$2,631.00	\$ 6,431.00	\$ 1,582.00
Teen	\$2,000.00	\$920.00	\$ 1,946.00	\$ 3,636.00
Adult	\$3,000.00	\$2,500.00	\$ 4,100.00	\$ 123.00
Outreach	\$2,000.00	\$1,105.00	\$ 1,767.00	\$ 7,599.00
Summer Reading	\$3,000.00	\$3,479.00	\$ 5,213.00	\$ 1,829.00
Holiday	\$2,000.00	\$200.00	\$ 1,729.00	
Total Programs	\$17,000.00	\$10,835.00	\$ 21,186.00	\$ 20,454.00
Supplies:				
Office Supplies	\$ 3,800.00	\$ 2,216.00	\$ 3,604.00	\$ 3,731.00
Postage & Sort Fees	\$ 1,500.00	\$ 671.00	\$ 1,478.00	\$ 1,033.00
Janitorial Supplies	\$ 3,500.00	\$ 2,756.00	\$ 3,401.00	\$ 3,197.00
Gas, Oil & Grease	\$ 4,300.00	\$ 2,620.00	\$ 3,833.00	\$ 3,807.00
Passport Services	\$ 3,500.00	\$ 3,158.00	\$ 3,269.00	\$ 3,250.00
Meeting Room	\$ 2,000.00	\$ 540.00	\$ 4,618.00	\$ 934.00
Total Supplies	\$ 18,600.00	\$ 11,961.00	\$ 20,203.00	\$ 15,952.00

2027 Morton Mandan Public Library
Proposed Budget 7/21/2026

General Budget

	2027 Projected Expenses	2026 Current Expenses	2025 Actual Expenses	2024 Actual Expenses
Repairs & Maintenance:				
Equipment Repairs & Maintenance	\$ 600.00	\$ 404.00	\$ 449.00	\$ -
Building Repairs & Maintenance	\$ 8,200.00	\$ 8,655.00	\$ 11,662.00	\$ 12,687.00
Maintenance Contracts	\$ 4,000.00	\$ 2,370.00	\$ 4,689.00	\$ 4,442.00
Vehicle Repairs & Maintenance	\$ 5,000.00	\$ 9,376.00	\$ 5,188.00	\$ 4,741.00
Total Repairs & Maint.	\$ 17,800.00	\$ 20,805.00	\$ 21,988.00	\$ 21,870.00
Capital Outlay:				
Office Equipment & Furniture		\$ -	\$ 8,151.00	\$ 7,899.00
Total Capital Outlay	\$ -	\$ -	\$ 8,151.00	\$ 7,899.00
Transfers:				
Bookmobile Replacement Fund		\$ -	\$ 7,198.00	
Capital Reserve Fund: Bldg. Improvement		\$ -	\$ 10,000.00	\$ 94,235.00
Total Transfers	\$ -	\$ -	\$ 17,198.00	\$ 94,235.00
Total Expenditures	\$1,261,541.00	\$600,395.00	\$ 1,078,979.00	\$ 1,045,662.00
Remaining Balance	\$231.00	\$376,479.00	\$ 71,158.00	\$ 16,784.00

Morton Mandan Public Library

Bookmobile Replacement Fund

Revenues

Transfers:

General Fund	\$ -
Total Transfers	\$ -

Total Revenues	\$ -
-----------------------	-------------

Expenditures

Capital Outlay:

Bookmobile	\$ -
Total Capital Outlay	\$ -

Total Expenditures	\$ -
---------------------------	-------------

Morton Mandan Public Library

Capital Reserve Fund

Revenues

Transfers:

General Fund

\$ -

Total Transfers \$ -

Total Revenues \$ -

Expenditures

Capital Outlay:

Building Improvements

Office Equipment & Furniture

Total Capital Outlay \$ -

Total Expenditures \$ -

Building **PATHWAYS** *Through Community*

Honoring Our Past. | Celebrating Our Present. | Investing in Our Future.





Our Story Began...

TWENTY YEARS AGO,

the City of Mandan and Morton County made a decision that continues to benefit our communities today.



ONE LIBRARY



ONE BOARD



ONE BUDGET



ONE SHARED COMMITMENT

*That decision became the foundation for everything we celebrate today—
and everything we're preparing for tomorrow.*

CELEBRATING OUR PRESENT

2025 ANNUAL REPORT

*Twenty Years of
Partnership in Action*

...the story continues.



EVERY JOURNEY

Begins Somewhere

Hello,

2025 was a year of discovery, connection, and meaningful progress for our library and our Morton County communities.

Together, we created new pathways to learning, strengthened our reach beyond our walls, and laid the groundwork for an inspiring future.

Thank you for walking this path with us.

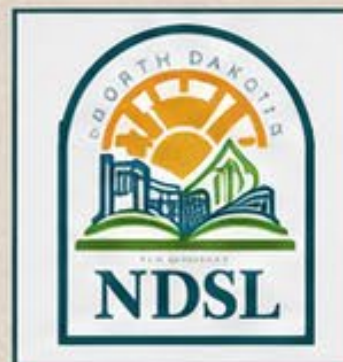


StrengthenND



2025 Bush Prize Finalist

Recognizes trusted community problem-solvers.



Future-Focused Library

Recognized for excellence during library survey review in **2024 & 2025**

2025 at a Glance

One remarkable year. Thousands of meaningful moments.



Library
Collection:
192,413



Items Circulated:
127,710



EBook Items
Circulated:
49,609



WiFi
Sessions:
86,624

Past
3
Years

+2.0%

Circulation:
Print, digital, audiovisual, and games.



Growing Together

One remarkable year. Thousands of meaningful moments.



Library & Morti
Visits:
56,276



MMPL
Cardholders:
20,014



Combined
Programs:
360+



Program
Attendees:
12,131

Past
3
Years

+38.0%

Visits to the
library &
bookmobile



Past
3
Years

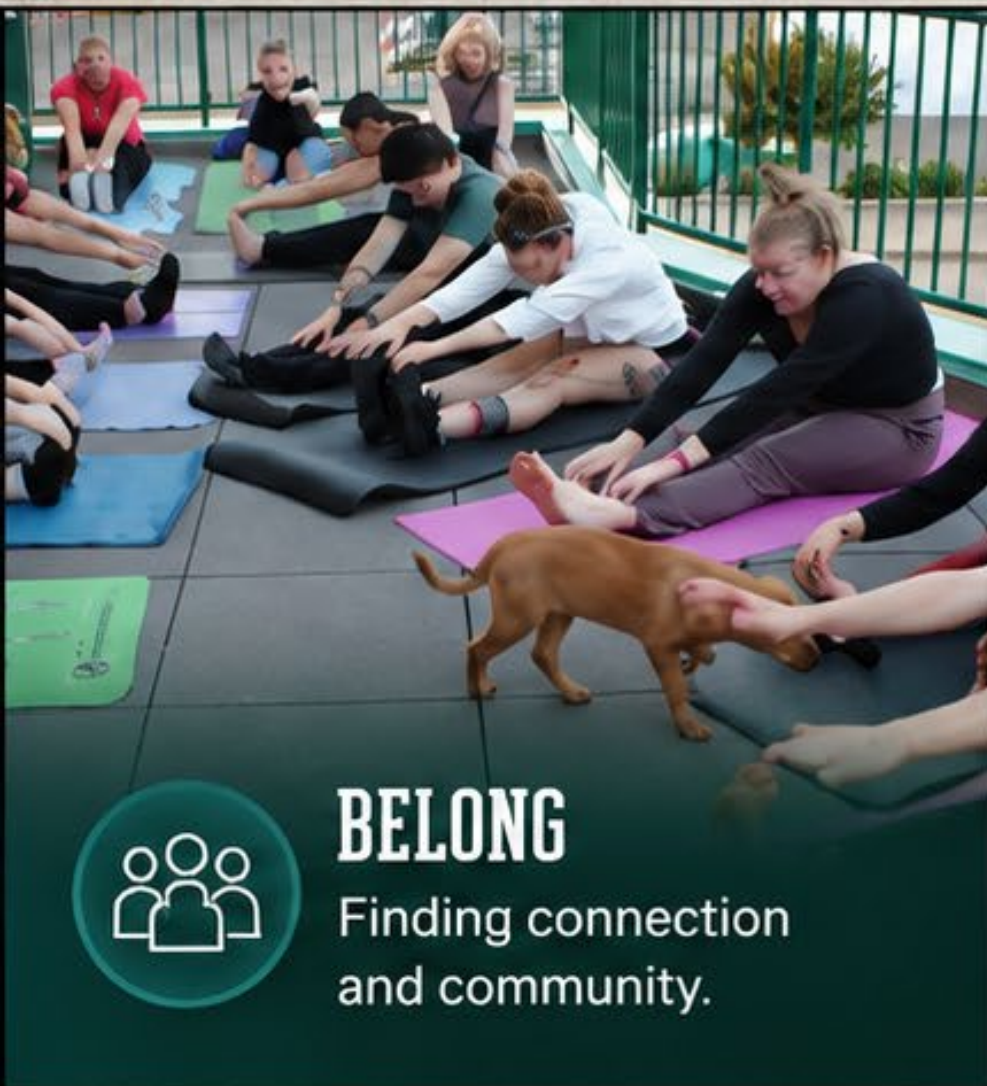
+102.1%

Program
Attendance



EVERY PROGRAM

Opens a Door



Programs become pathways when people **discover**, **create**, **connect**, and **belong**.

THE LIBRARY GOES FURTHER

Access should not depend on where you live.



Bringing library services
directly to:



Rural communities



Schools



Care centers



Homebound residents
through doorstep delivery



Community events



808

AVERAGE
MONTHLY VISITS



820

MILES TRAVELED
EACH MONTH



Wherever people are,
THE LIBRARY IS THERE.

Every stop creates another pathway to learning.

Every Interaction Matters

Every interaction can help someone take the next step.



ACCESS

Opening doors to learning, information, and opportunity.



Library Cards



Computers



WiFi



Collections



GUIDANCE

Helping people find answers, solve problems, and move forward with confidence.



Technology Help



Reader's Advisory



Research & Information



SERVICES

Supporting important life moments with trusted assistance.



Passports



Notary



Fax



Document Help

◆ We provide the tools. *You take the next step.* That's the power of the library. ◆

Creating What's Next

New spaces. New opportunities. Stronger community connections.



The Branch



A welcoming neighborhood location designed to bring library access, learning, and connection closer to where people live.



PLANNED OPENING
FALL 2026



Closer access
for families



Stronger
neighborhood
connections



More opportunities
to learn, grow,
and thrive



A space designed
with and for
the community

Growing Community Impact

◆ *New spaces. New opportunities. Stronger community connections.* ◆

Tourism Makerspace Hub



A hands-on destination for creativity, technology, local culture, and shared experiences.

Create See Invest
Imagine Explore Share
Make
Paint



PLANNED OPENING
JUNE 2027



Attracts visitors
and supports
local businesses



Celebrates local
heritage and
culture



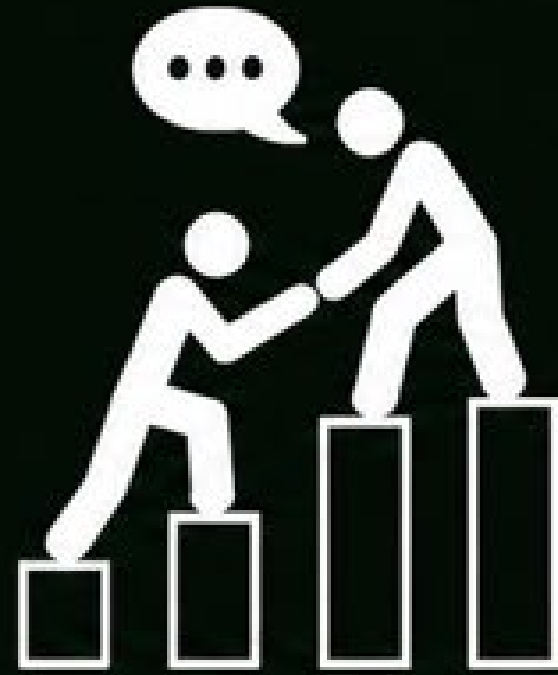
Inspires creativity,
learning, and
innovation



Builds connections
across our
community



**Real-World
Experience**



**Mentorship &
Career Exploration**



**Leadership
Development**



**Building Our
Future Together**

Library Discovery Apprenticeship

Creating pathways to experience, mentorship, and future careers.

The future of the library is being shaped with,
and for, our community.

2025: INVESTING IN COMMUNITY

Supporting today's services while preparing for tomorrow.



\$1.17M

TOTAL REVENUE

Supported stable operations through local investments, earned income, grants, and donations.



\$1.08M

TOTAL EXPENDITURES

Maintained staffing, collections, programs, technology, facilities, and essential services.



\$103,810

SERVICE-BASED REVENUE

Helped offset operating costs while meeting demand for passports, printing, meeting rooms, and other services.



\$449,521

CASH ON HAND

Maintained financial stability while preserving funds for capital needs and future bookmobile replacement.

These investments allowed MMPL to maintain stable staffing, expand community services, and continue preparing for the future.

2027 PROPOSED BUDGET

Building on Today. Preparing for Tomorrow.

Our 2027 budget preserves today's services while **creating capacity for tomorrow.**



PRESERVE TODAY'S SERVICES

Maintain excellent
library service.



SUPPORT OUR PEOPLE

Invest in the people
who serve our
community.



PREPARE FOR TOMORROW

Build capacity for
future opportunities.



WHERE REVENUE COMES FROM

*Building Pathways.
Fueling Possibilities.*

Our funding reflects a strong partnership between public investment and community support.

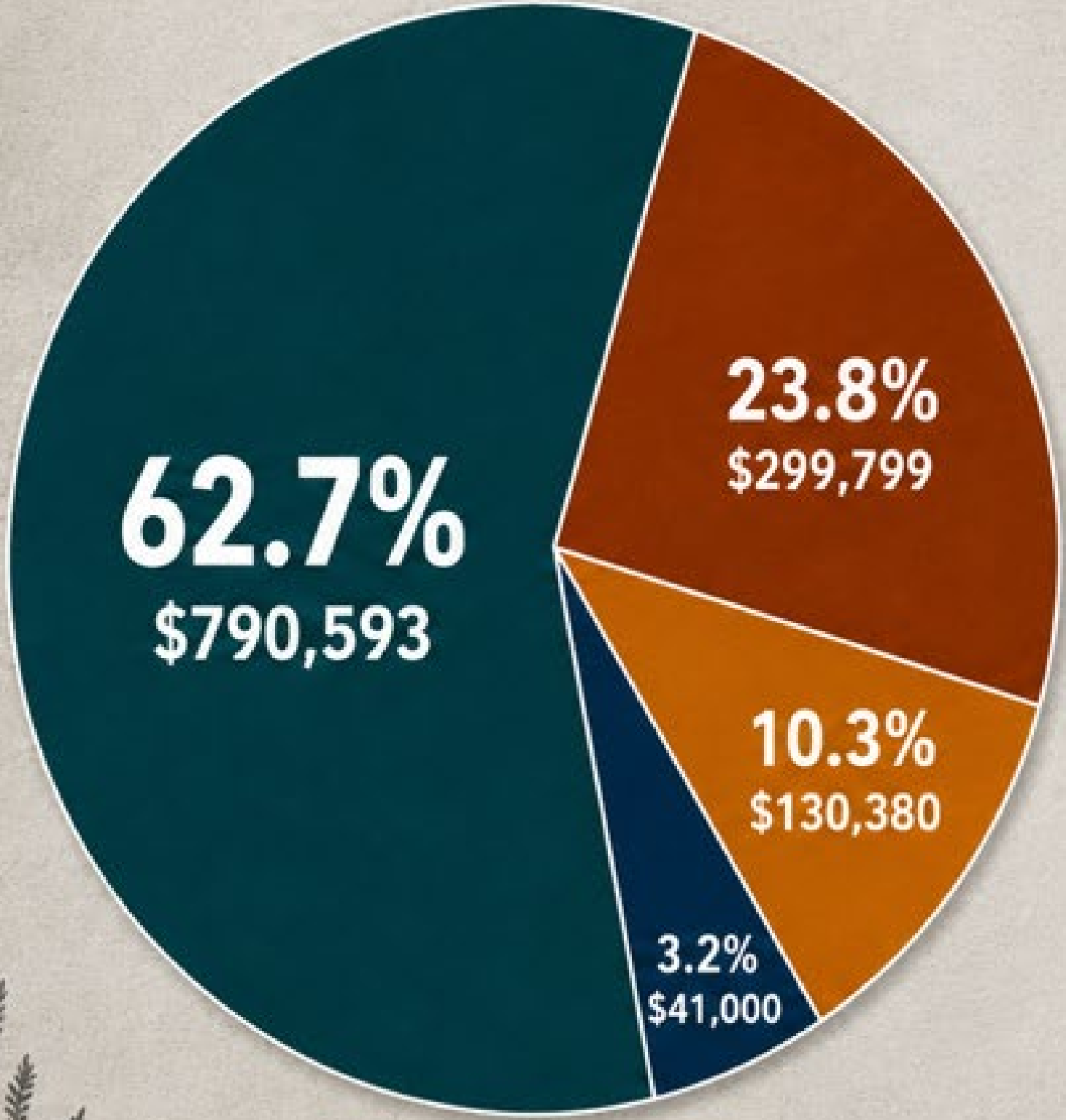
86.4% LOCAL INVESTMENT



CITY OF MANDAN

MORTON COUNTY

TOTAL 2027 REVENUE: \$1,261,772



CITY OF MANDAN
62.7%
\$790,593
Property tax support



MORTON COUNTY
23.8%
\$299,799
Property tax support



EARNED INCOME
10.3%
\$130,380
Services, fees, and room rentals



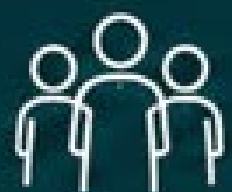
GRANTS & DONATIONS
3.2% **\$41,000**
Community investment in our mission

Together, these investments strengthen our community.

HOW WE INVEST OUR RESOURCES

Every dollar works for our community.

Our budget prioritizes people, services, and spaces that create opportunities for all.



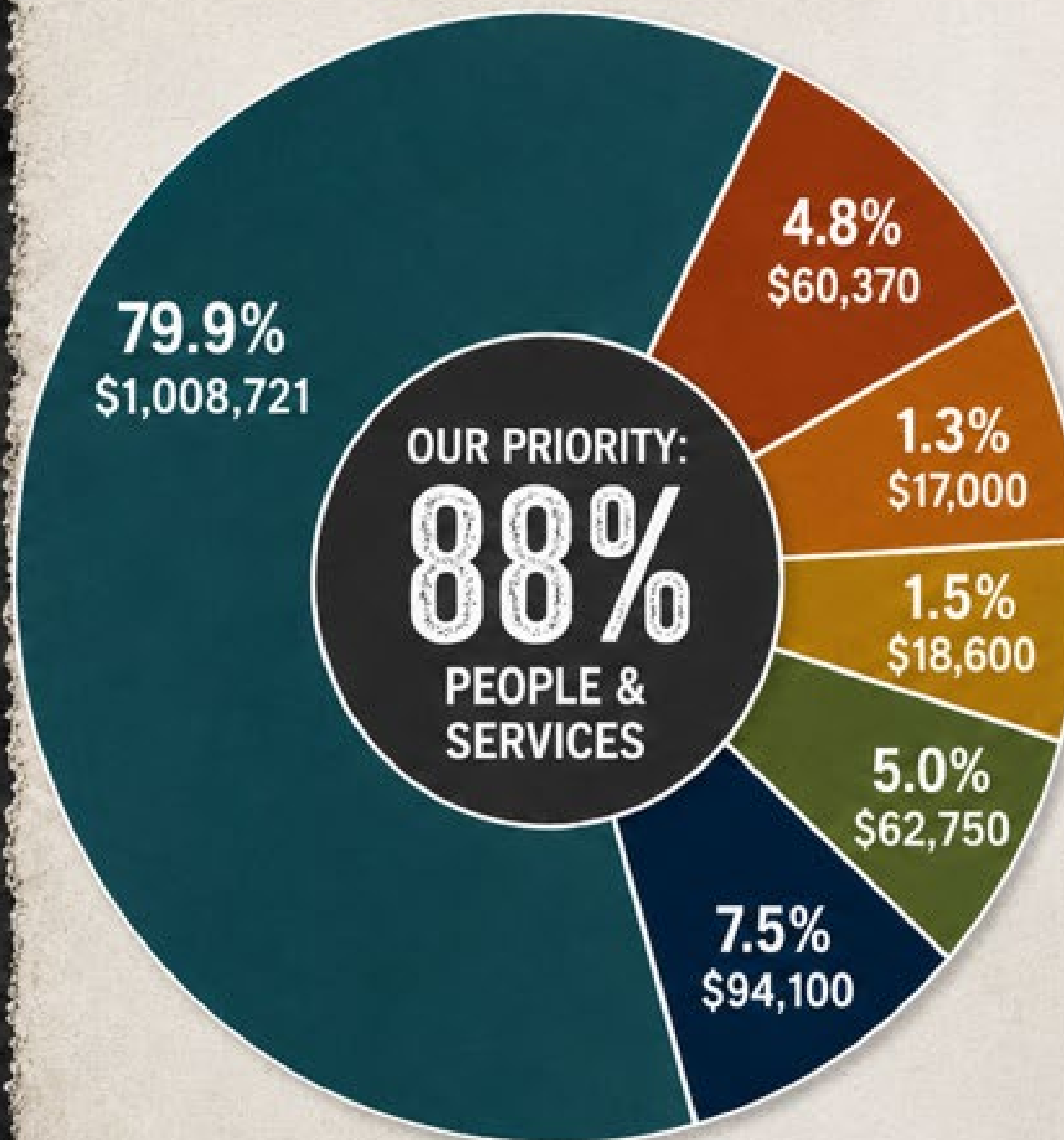
16

EMPLOYEES

FULL-TIME & PART-TIME

Investing in staff, programs, collections, and community connections.

TOTAL 2027 EXPENDITURES: \$1,261,541



SALARIES & BENEFITS

79.9% | \$1,008,721

Investing in our team and their futures.



COLLECTIONS & RESOURCES

4.8% | \$60,370

Books, digital resources, and materials.



PROGRAMS & SERVICES

1.3% | \$17,000

Programs, outreach, and learning opportunities.



SUPPLIES, GAS & FUEL

1.5% | \$18,600

Essential supplies and fuel to keep us moving.



FACILITY, VEHICLE & OPERATIONS

5.0% | \$62,750

Keeping our spaces, vehicles, and operations efficient.



PROFESSIONAL FEES & TECHNOLOGY

7.5% | \$94,100

Professional services, technology, infrastructure, and digital access.

People. Programs. Places. Possibilities.

2027 BUDGET PRIORITIES

*Focused investments.
Stronger community.*



PEOPLE FIRST – Invest in our team and a culture of care.



STRONG SERVICES – Deliver high-impact programs and resources for all.



READY FOR TOMORROW – Maintain our spaces and build capacity for the future.

EVERY DECISION. EVERY DOLLAR. EVERYDAY IMPACT.



◆ *Today's investments build a stronger library for tomorrow.* ◆

PROGRESS HAPPENS *Together*

Twenty years ago, our communities
chose to invest in **one shared library.**

Today, we celebrate what that
partnership has made possible.

The 2027 Budget ensures we continue
building **pathways through community**—
for everyone we serve today and for
the generations that follow.



WITH GRATITUDE TO:



CITY OF
MANDAN



MORTON
COUNTY



BOARD OF
TRUSTEES



VOLUNTEERS



COMMUNITY
PARTNERS



DONORS

Thank you for investing in our library. | *Together, we're building the pathways that shape our future.*



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 27, 2026
SUBMITTING DEPARTMENT: Airport
DEPARTMENT DIRECTOR: Lindsay Gerhardt
PRESENTER: Lindsay Gerhardt, Airport Manager
SUBJECT: Mandan Airport Authority 2027 Budget

STATEMENT/PURPOSE:

To consider the Mandan Airport Authority 2027 Budget as recommended by the Airport Authority Board.

BACKGROUND/ALTERNATIVES:

The Mandan Airport Authority manages the local airport facility. The Airport five-member Board is appointed by the City Commission. The Airport is fiscally dependent upon the City because the City Commission levies taxes and must approve any debt issuances. The Airport is reported as a component unit in the City's audited financial statements.

The Airport Authority Board approved their 2027 Budget on June 4, 2026.

ATTACHMENTS:

1. Budget 2027
2. 20260427-Mandan-CIP-2027

FISCAL IMPACT:

The City will levy approximately \$593K in property taxes and provide \$5,600 for the Airport's share of state aid distribution revenue from the State of ND.

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the Mandan Airport Authority 2027 Budget as recommended by the Airport Authority Board.

SUGGESTED MOTION:

I move to approve the Mandan Airport Authority 2027 Budget as recommended by the Airport Authority Board.

Mandan Regional Airport - Lawler Field
Operating, Capital and Finance Budget Summary
Year Ending December 31, 2027

Fuel Gross Margin	54,500	Avgas Sales	150,000
Hanger Rent	209,880	Avgas Cost of Sales	(111,500)
Office Rental	15,700	Avgas Gross Margin	38,500
Land Lease	25,600		
Property Tax & Other	562,911		
Interest	1,300	Jet Fuel Sales	50,000
Other	11,900	Jet Fuel Cost of Sales	(34,000)
Total Operating Income	881,791	Jet Fuel Gross Margin	16,000

Payroll	133,400	includes a pt time seasonal employee (non-benefited)
Fees and Charges	30,000	
Insurance	20,000	
Travel/Training	3,300	
Utilities	52,000	
Advertising/Printing	2,500	
Dues & Subscriptions	3,500	
Supplies & Maintenance, Repairs	65,000	
Leasehold Tax	25,000	
Interest Expense on Bonds	14,800	Hangar 1 (2019 bond); Hangar 40, Terminal (2024 bond)
Total Operating Expenses	349,500	

Net Operating Income **532,291** **A**

Fuel System Improvements	(1,200,000)
New T-hangar Pavement Design	(200,000)
Airport Pavement Crack Sealing/Polypatch	(30,000)
FAA Project Funding	180,00
State Project Funding	637,000
Airport Savings	350,000
Net Capital Project Inflows / (Outflows)	(443,000) B

Funding Source (150,000 entitlement)

		Funding Source NDAC
	180,000	600,000 *
		10,000
		27,000

Principal Payments on Bonds (Outflow)	(87,838)	Hangar 1 (2019 bond); Hangar 40, Terminal (2024 bond)
Net Financing Inflows / (Outflows)	(87,838) C	

Net Budgeted Cash Flow **1,453** **A+B+C**

*Project dependent on NDAC participation

Capital Improvement Program (CIP)

Airport Name:	Mandan Regional Airport - Lawler Field
Owner Name:	Mandan Airport Authority
Associated City, State:	Mandan, ND
County Name:	Morton

Local Identifier:	Y19
NPIAS No:	38-0035
CAGE Code (SAM):	41KV5SAM Expiration: 3/30/2027
UEI:	HRZVPANQAPK3

Last Updated:	April 27, 2026
By:	TJN
Base Year	2027

Legend			
Annual Entitlement	FAA Funding	Local Funding	State Funding
Planning	Environmental	Runway	Taxiway
Apron	NAVAID	Terminal	Other

Year	Item No.	Project Description	Timeline	Current Total Estimated Cost	FAA Funding					Total FAA Share	Local Share	NDAC Share	Funding Shortfall	Funding Rates			Project Funding Type	NDAC Priority Rating	Remarks
					Airport Improvement Program (AIP) Funding			IIJA (AIG) Funding											
					Entitlement Funding	FAA Discretionary / State Apportionment	Remaining Entitlement Balance	IIJA (AIG) Funding	Remaining IIJA Balance										
			Carryover Balances →			\$ -		\$ -											
2027			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	1A	Construct T-Hangar Pavement (Phase 3) - Design	Design winter 2027-2028. Bid spring 2028. Construct summer/fall 2028.	\$ 200,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ 10,000	\$ 10,000	\$ 30,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
	1B	Fuel System Improvements - Install Self Dispensing 12,000 Gallon 100LL Fuel Storage Tank and 12,000 Gallon Jet A Fuel Storage Tank		\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000	\$ -	0%	50%	50%	NDAC	22	
	1C	Purchase SRE (Tractor, 100 HP)		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	0%	50%	50%	NDAC	32	
	1D	Construct New Airport Entrance Sign		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	0%	50%	50%	NDAC		
	1E	Hangar 2, 3, 4, and 5 Maintenance (doors, tin, concrete, general maintenance)		\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ -	0%	50%	50%	NDAC	12	
	1F	Airport Pavement Crack Sealing		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 27,000	\$ -	0%	10%	90%	NDAC	55	
2027 Totals				\$ 1,630,000					\$ 180,000	\$ 713,000	\$ 737,000								
2028			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	2A1	Construct T-Hangar Pavement (Phase 3) (approx. 1,333 S.Y.) (AIP) - Construction	Design winter 2027-2028. Bid spring 2028. Construct summer/fall 2028.	\$ 520,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 468,000	\$ 26,000	\$ 26,000	\$ 318,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
	2A2	Construct T-Hangar Pavement (Phase 3) (approx. 2,816 S.Y.) (Non-AIP) - Construction		\$ 530,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265,000	\$ 265,000	\$ -	0%	50%	50%	NDAC	45	State-only funds request.
	2A3	Construct New 10-Unit T-hangar		\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -	0%	100%	0%	Local	12	Local funds only - apply for NDAC hangar program.
	2B	Airport Pavement Crack Sealing and Polypatch		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 54,000	\$ -	0%	10%	90%	NDAC	55		
2028 Totals				\$ 2,710,000					\$ 468,000	\$ 1,897,000	\$ 345,000								
2029			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	3A	Realign Parallel Taxiway - Design		\$ 400,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 360,000	\$ 20,000	\$ 20,000	\$ 210,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
	3B	Airport Pavement Crack Sealing		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 27,000	\$ -	0%	10%	90%	NDAC	55	
2029 Totals				\$ 430,000					\$ 360,000	\$ 23,000	\$ 47,000								
2030			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	4A	Realign Parallel Taxiway - Construction		\$ 2,400,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 2,160,000	\$ 120,000	\$ 120,000	\$ 2,010,000	90%	5%	5%	AIP	45	Request Discretionary, State Apportionment, and/or State-only funds.
	4B	Construct Portion of North Apron for 2 Large Aircraft Parking Locations (approx. 6,896 S.Y.) - Design		\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 7,500	\$ 7,500	\$ 135,000	90%	5%	5%	AIP	44	Request State Apportionment and/or State-only funds.
	4C	Airport Pavement Crack Sealing and Polypatch		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 54,000	\$ -	0%	10%	90%	NDAC	55	
2030 Totals				\$ 2,610,000					\$ 2,295,000	\$ 133,500	\$ 181,500								
2031			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	5A	Construct Portion of North Apron for 2 Large Aircraft Parking Locations (approx. 6,896 S.Y.) - Construction		\$ 1,200,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 1,080,000	\$ 60,000	\$ 60,000	\$ 930,000	90%	5%	5%	AIP	44	Request State Apportionment and/or State-only funds.
	5B	Airport Pavement Crack Sealing		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 27,000	\$ -	0%	10%	90%	NDAC	55	
2031 Totals				\$ 1,230,000					\$ 1,080,000	\$ 63,000	\$ 87,000								
2027-2031 Totals				\$ 8,610,000					\$ 4,383,000	\$ 2,829,500	\$ 1,397,500								
2032			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	6A	Airport Pavement Crack Sealing and Polypatch		\$ 60,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 6,000	\$ 54,000	\$ -	0%	10%	90%	NDAC	55	
2032 Totals				\$ 60,000					\$ -	\$ 6,000	\$ 54,000								
2033			Annual Entitlement →	\$ 150,000		\$ 300,000	\$ -	\$ -											
	7A	Environmental Assessment for 600' Runway 31 Extension		\$ 200,000	\$ 180,000	\$ -	\$ 120,000	\$ -	\$ -	\$ 180,000	\$ 10,000	\$ 10,000	\$ -	90%	5%	5%	AIP	46	Request State Apportionment and/or State-only funds.
	7B	Construct T-Hangar Pavement (Phase 4) - Design	Design winter 2033-2034. Bid spring 2034. Construct summer/fall 2034.	\$ 200,000	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ 10,000	\$ 10,000	\$ 60,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
	7C	Airport Pavement Crack Sealing		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 27,000	\$ -	0%	10%	90%	NDAC	55	
2033 Totals				\$ 430,000					\$ 360,000	\$ 23,000	\$ 47,000								
			Annual Entitlement →	\$ 150,000		\$ 150,000	\$ -	\$ -											
	8A1	Construct T-Hangar Pavement (Phase 4) (approx. 1,100 S.Y.) (AIP) - Construction		\$ 520,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 468,000	\$ 26,000	\$ 26,000	\$ 318,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.

Capital Improvement Program (CIP)

Airport Name:	Mandan Regional Airport - Lawler Field
Owner Name:	Mandan Airport Authority
Associated City, State:	Mandan, ND
County Name:	Morton

Local Identifier:	Y19
NPIAS No:	38-0035
CAGE Code (SAM):	41KV5SAM Expiration: 3/30/2027
UEI:	HRZVPANQAPK3

Last Updated:	April 27, 2026
By:	TJN
Base Year	2027

Legend			
Annual Entitlement	FAA Funding	Local Funding	State Funding
Planning	Environmental	Runway	Taxiway
Apron	NAVAID	Terminal	Other

Year	Item No.	Project Description	Timeline	Current Total Estimated Cost	FAA Funding					Total FAA Share	Local Share	NDAC Share	Funding Shortfall	Funding Rates			Project Funding Type	NDAC Priority Rating	Remarks
					Airport Improvement Program (AIP) Funding			IIJA (AIG) Funding											
					Entitlement Funding	FAA Discretionary / State Apportionment	Remaining Entitlement Balance	IIJA (AIG) Funding	Remaining IIJA Balance					FAA	Sponsor	State			
2034	8A2	Construct T-Hangar Pavement (Phase 4) (approx. 2,200 S.Y.) (Non-AIP) - Construction		\$ 530,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265,000	\$ 265,000	\$ -	0%	50%	50%	NDAC	45	State-only funds request.
	8A3	Construct New 10-Unit T-hangar		\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	0%	100%	0%	Local	12	Local funds only - apply for NDAC hangar program.
	8B	Wetland Removal Project (Phase 2) - Design		\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,000	\$ 20,000	\$ 20,000	\$ 360,000	90%	5%	5%	AIP	31	Request State Apportionment and/or State-only funds.
	8C	Airport Pavement Crack Sealing and Polypatch		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 54,000	\$ -	0%	10%	90%	NDAC	55	
2034 Totals				\$ 3,510,000						\$ 828,000	\$ 2,317,000	\$ 365,000							
2035	Annual Entitlement →			\$ 150,000		\$ 150,000	\$ -	\$ -											
	9A1	Land Acquisition for 600' Runway 31 Extension (approx. 48 ac. fee simple)		\$ 200,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ 10,000	\$ 10,000	\$ 30,000	90%	5%	5%	AIP	46	Request State Apportionment and/or State-only funds.
	9A2	GIS / Aeronautical Survey for 600' Runway 31 Extension (5,000' L x 75' W)		\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108,000	\$ 6,000	\$ 6,000	\$ 108,000	90%	5%	5%	AIP	46	Request State Apportionment and/or State-only funds.
	9B	Wetland Removal Project (Phase 2) - Construction		\$ 5,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,770,000	\$ 265,000	\$ 265,000	\$ 4,770,000	90%	5%	5%	AIP	31	Request State Apportionment and/or State-only funds.
	9C	Construct Apron Area Expansion (approx. 11,852 S.Y.) - Design		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ 10,000	\$ 10,000	\$ 180,000	90%	5%	5%	AIP	44	Request State Apportionment and/or State-only funds.
	9D	Airport Pavement Crack Sealing		\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 27,000	\$ -	0%	10%	90%	NDAC	55	
2035 Totals				\$ 5,850,000						\$ 5,238,000	\$ 294,000	\$ 318,000							
2036	Annual Entitlement →			\$ 150,000		\$ 150,000	\$ -	\$ -											
	10A	County Road Relocation, Powerline Relocation, Design for 600' Runway 31 Extension (5,000' L x 75' W)		\$ 2,500,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ 125,000	\$ 125,000	\$ 2,100,000	90%	5%	5%	AIP	46	Request Discretionary, State Apportionment, and/or State-only funds.
	10B	Construct Apron Area Expansion (approx. 11,852 S.Y.) - Construction		\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000	\$ 100,000	\$ 100,000	\$ 1,800,000	90%	5%	5%	AIP	44	Request State Apportionment and/or State-only funds.
	10C	Airport Pavement Crack Sealing and Polypatch		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 54,000	\$ -	0%	10%	90%	NDAC	55	
2036 Totals				\$ 4,560,000						\$ 4,050,000	\$ 231,000	\$ 279,000							
2032-2036 Totals				\$ 14,410,000						\$ 10,476,000	\$ 2,871,000	\$ 1,063,000							
2027-2036 CIP Totals				\$ 23,020,000						\$ 14,859,000	\$ 5,700,500	\$ 2,460,500							
2037	11A	Construction of 600' Runway 31 Extension, Runway Grooving, Pavement Maintenance (5,000' L x 75' W)		\$ 4,200,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 3,780,000	\$ 210,000	\$ 210,000	\$ 3,630,000	90%	5%	5%	AIP	46	Request Discretionary, State Apportionment, and/or State-only funds.
	11B	Construct T-Hangar Pavement (Phase 4) (approx. 1,495 S.Y.) and Construct Corporate Area (approx. 5,700 S.Y.) & Parking Area (approx. 2,080 S.Y. paved) - Design		\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 7,500	\$ 7,500	\$ 135,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
2038	12A	Construct T-Hangar Pavement (Phase 4) (approx. 1,495 S.Y.) and Construct Corporate Area (approx. 5,700 S.Y.) & Parking Area (approx. 2,080 S.Y. paved) - Construction		\$ 1,800,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 1,620,000	\$ 90,000	\$ 90,000	\$ 1,470,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
	12B	Construct Corporate Hangar (approx. 100'x100')		\$ 2,000,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	0%	100%	0%	Local	12	Local funds only - apply for NDAC hangar program.
2039	13A	Construct New 12-Unit T-hangar and Pavement - Design		\$ 400,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 360,000	\$ 20,000	\$ 20,000	\$ 210,000	90%	5%	5%	AIP		
2040	14A	Runway 13-31, Taxiway A1, Taxiway A2, Taxiway A3, and Taxiway A4 Concrete Pavement Maintenance; Asphalt Crack Sealing		\$ 1,000,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 900,000	\$ (150,000)	0%	10%	90%	State/ Local		
	14B	Construct New 12-Unit T-hangar and Pavement - Construction		\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600,000	\$ 200,000	\$ 200,000	\$ 3,600,000	90%	5%	5%	AIP		
2041	15A	Construct Hangar Taxilane to Taxiway A1 (approx. 1,284 S.Y.) - Design		\$ 100,000	\$ 90,000	\$ -	\$ 60,000	\$ -	\$ -	\$ 90,000	\$ 5,000	\$ 5,000	\$ -	90%	5%	5%	AIP		
2042	16A	Construct Hangar Taxilane to Taxiway A1 (approx. 1,284 S.Y.) - Construction		\$ 300,000	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000	\$ 15,000	\$ 15,000	\$ 60,000	90%	5%	5%	AIP		
2043	17A	Construct South Development Taxiway (approx. 10,100 S.Y.) - Design		\$ 150,000	\$ 135,000	\$ -	\$ 15,000	\$ -	\$ -	\$ 135,000	\$ 7,500	\$ 7,500	\$ -	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
2044	18A	Construct South Development Taxiway (approx. 10,100 S.Y.) - Construction		\$ 1,700,000	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ 1,530,000	\$ 85,000	\$ 85,000	\$ 1,365,000	90%	5%	5%	AIP	45	Request State Apportionment and/or State-only funds.
2045	19A	SRE Building Expansion (40' x 80') - Design		\$ 80,000	\$ 72,000	\$ -	\$ 78,000	\$ -	\$ -	\$ 72,000	\$ 4,000	\$ 4,000	\$ -	90%	5%	5%	AIP	12	Request State Apportionment and/or State-only funds.

Capital Improvement Program (CIP)

Airport Name:	Mandan Regional Airport - Lawler Field
Owner Name:	Mandan Airport Authority
Associated City, State:	Mandan, ND
County Name:	Morton

Local Identifier:	Y19
NPIAS No:	38-0035
CAGE Code (SAM):	41KV5SAM Expiration: 3/30/2027
UEI:	HRZVPANQAPK3

Last Updated:	April 27, 2026
By:	TJN
Base Year	2027

Legend			
Annual Entitlement	FAA Funding	Local Funding	State Funding
Planning	Environmental	Runway	Taxiway
Apron	NAVAID	Terminal	Other

Year	Item No.	Project Description	Timeline	Current Total Estimated Cost	FAA Funding					Local Share	NDAC Share	Funding Shortfall	Funding Rates			Project Funding Type	NDAC Priority Rating	Remarks	
					Airport Improvement Program (AIP) Funding			IIJA (AIG) Funding					Total FAA Share						
					Entitlement Funding	FAA Discretionary / State Apportionment	Remaining Entitlement Balance	IIJA (AIG) Funding	Remaining IIJA Balance										
2046	20A	SRE Building Expansion (40' x 80') - Construction		\$ 250,000	\$ 225,000	\$ -	\$ 3,000	\$ -		\$ 225,000	\$ 12,500	\$ 12,500	\$ -	90%	5%	5%	AIP	12	Request State Apportionment and/or State-only funds.
2037-2046 Totals				\$ 16,130,000						\$ 11,817,000	\$ 2,756,500	\$ 1,556,500							



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 24, 2026
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
Greg Welch, Finance Director
SUBJECT: Preliminary 2027 Budget

STATEMENT/PURPOSE:

To approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 adopting the preliminary 2027 Budget.

BACKGROUND/ALTERNATIVES:

The Budget & Finance Committee consists of the following members:

- Jim Froelich, Mayor (Finance Portfolio)
- Jim Neubauer, City Administrator
- Greg Welch, Finance Director
- Justin Schulz, Assistant Finance Director

During 2026, department managers met with their portfolio commissioner and Administrator Neubauer to review requests for personnel, machinery and equipment, infrastructure, and building related items.

May 2026 - Department managers submitted operating budget worksheets to the finance department.

June 2026 - Finance department reviewed and updated the revenue, expense, and fund balance projections for the 2026 Budget.

July 2026 - Budget & Finance Committee reviewed and discussed recommendations for the preliminary 2027 Budget.

August 4, 2026 - City Commission to approve the introduction and first consideration,

Subject: Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027, and making the annual tax levy for the year 2026

Page 2 of 3

and call for a public budget hearing of Ordinance No. 1488 adopting the preliminary 2027 Budget.

On or before August 10, 2026 - City to provide a notice of the public budget hearing date to the Morton County Auditor.

September 15, 2026 - City Commission to conduct a public budget hearing at 6:00 p.m.

October 6, 2026 - City Commission to approve the second and final consideration of Ordinance No. 1488 adopting the final 2027 Budget and making the annual tax levy for the year 2026.

On or before October 12, 2026 - City to submit a certified copy of the levy as adopted and a certified copy of the final 2027 Budget to the Morton County Auditor.

The preliminary 2027 Budget will be posted on the City's website at cityofmandan.com.

ATTACHMENTS:

1. Ordinance No. 1488
2. Preliminary 2027 Budget Presentation

FISCAL IMPACT:

- Expenses = \$43.3M
- Transfers = \$8.3M
- City property taxes levied = \$9.3M

The increase of property taxes for a residential property valued at \$300,000 plus 5% (average) valuation increase and based on the City's projected mill rate = \$12.83 or \$4.28 per \$100,000 in valuation.

The monthly utility rate increase for a residential property using 800 cubic feet or 8 units of water:

- Wastewater Base Charge - \$4.60
- Wastewater Usage Charge - \$4.16
- Stormwater Base Charge - \$0.20
- Garbage Base Charge - \$0.05
- Recycling Base Charge - \$0.47

Subject: Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027, and making the annual tax levy for the year 2026

Page 3 of 3

- No increase to Water Base or Usage Charge
- No increase to Street Lights Base Charge

STAFF IMPACT:

The City's annual budget process is coordinated by the finance department under the direction of the Budget & Finance Committee.

LEGAL REVIEW:

The City is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION:

To approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027, and making the annual tax levy for the year 2026.

SUGGESTED MOTION:

I move to approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1488 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027, and making the annual tax levy for the year 2026.

ORDINANCE NO. 1488

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2027, AND ENDING DECEMBER 31, 2027, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2026.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA:

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2027, and ending December 31, 2027.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES & BENEFITS	OPERATIONS & MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 15,490,348	\$ 4,949,736	\$ -	\$ 1,335,451	\$ 21,775,535	\$ 39,277
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,232,211
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 188,258	\$ -	\$ -	\$ 188,258	\$ -
CEMETERY FUND	\$ 106,104	\$ 58,550	\$ -	\$ 16,538	\$ 181,192	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 98,321	\$ -	\$ -	\$ 98,321	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 2,600	\$ -	\$ -	\$ 2,600	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 195,000	\$ -	\$ -	\$ 195,000	\$ 3,769,398
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 284,771	\$ -	\$ -	\$ 284,771	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 170,138	\$ -	\$ 170,138	\$ -
0.5% CITY SALES TAX FUND	\$ -	\$ 792,880	\$ -	\$ -	\$ 792,880	\$ 714,531
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185,949
MANDAN GROWTH FUND	\$ 153,515	\$ 36,444	\$ -	\$ -	\$ 189,959	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,200	\$ -	\$ -	\$ 1,200	\$ -
HEALTH & SAFETY FUND	\$ -	\$ 149,400	\$ -	\$ -	\$ 149,400	\$ -
<u>DEBT SERVICE FUNDS</u>						
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 7,007,530	\$ -	\$ 7,007,530	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 126,500	\$ -	\$ -	\$ 126,500	\$ -
WATER & SEWER UTILITY FUND	\$ 2,501,977	\$ 2,230,550	\$ 3,298,199	\$ 39,426	\$ 8,070,152	\$ 2,396,158
SOLID WASTE UTILITY FUND	\$ 447,956	\$ 2,511,972	\$ -	\$ 303,188	\$ 3,263,116	\$ -
STREET LIGHT UTILITY FUND	\$ -	\$ 334,450	\$ -	\$ 240,000	\$ 574,450	\$ -
CITY SHOP FUND	\$ -	\$ 228,077	\$ -	\$ -	\$ 228,077	\$ -
TOTAL	\$ 18,699,900	\$ 12,188,709	\$ 10,475,867	\$ 1,934,603	\$ 43,299,079	\$ 8,337,524
MORTON MANDAN PUBLIC LIBRARY	\$ 1,008,721	\$ 252,820	\$ -	\$ -	\$ 1,261,541	\$ -
MANDAN AIRPORT AUTHORITY	\$ 133,400	\$ 201,300	\$ 102,638	\$ 1,430,000	\$ 1,867,338	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2026 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 7,573,876
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ 6,087
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 297,014
MORTON MANDAN PUBLIC LIBRARY	\$ 789,446
MANDAN AIRPORT AUTHORITY	\$ 592,538
TOTAL	<u>\$ 9,258,961</u>

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 4, 2026
Second Consideration: October 6, 2026
Final Passage and Adoption: October 6, 2026

Preliminary 2027 Budget



Budget & Finance Committee

Budget Planning Process

The City is required to prepare the annual budget in accordance with the North Dakota Century Code.

The City's annual budget process is coordinated by the finance department under the direction of the Budget & Finance Committee.

The City follows a needs-based budget process.

Budget Planning Process

January 2026 to April 2026

Department managers to review and discuss the City's long-term plans (2027 to 2036) for personnel, machinery & equipment, public facilities, and infrastructure.

May 2026

Department managers submitted operating budget worksheets to the finance department.

June 2026

Finance department reviewed and updated the revenue, expense, and fund balance projections for the 2026 Budget.

July 2026

Budget & Finance Committee reviewed and discussed recommendations for the preliminary 2027 Budget.

Expenses

Salaries & Benefits = \$18.7M

Operations & Maintenance = \$12.2M

Debt Service = \$10.5M

Capital Outlay = \$1.9M

Total = \$43.3M

Expenses

\$2.0M increase from 2026 budget

Salaries & Benefits = \$647K increase

Operations & Maintenance = \$654K increase

Debt Service = \$864K increase

Capital Outlay = **\$122K decrease**

Salaries & Benefits

\$647K increase from 2026 budget

27th payroll period in 2026 not in 2027 = **\$417K decrease**

Salary Plan Adjustment = \$547K increase

SAFER Grant Local Share = \$201K increase

Health Insurance = \$194K increase

Benefits (FICA, Retirement) = \$112K increase

Other = \$10K increase

Operations & Maintenance

\$654K increase from 2026 budget

Professional Fees & Services = \$161K increase

Supplies = \$72K increase

Repairs & Maintenance = \$258K increase

Subsidies = \$83K increase

➤ Revenue pass-through payments

Other = \$80K increase

Debt Service

Principal payments = \$7.9M

Interest payments = \$2.5M

Service charges & Issuance costs = \$152K

Total = \$10.5M

Capital Outlay

General Fund = \$1.3M

Solid Waste Utility Fund = \$303K

Street Light Utility Fund = \$240K

Other Funds = \$56K

Total = \$1.9M

Capital Outlay

- Information Technology department equipment
- Replacement equipment per fleet replacement schedules

Revenues

Charges for Services = \$16.9M

City Sales & Use Taxes = \$8.9M

Intergovernmental = \$5.8M

Property Taxes = \$7.5M

Special Assessments = \$7.2M

Other = \$3.3M

Total = \$49.6M

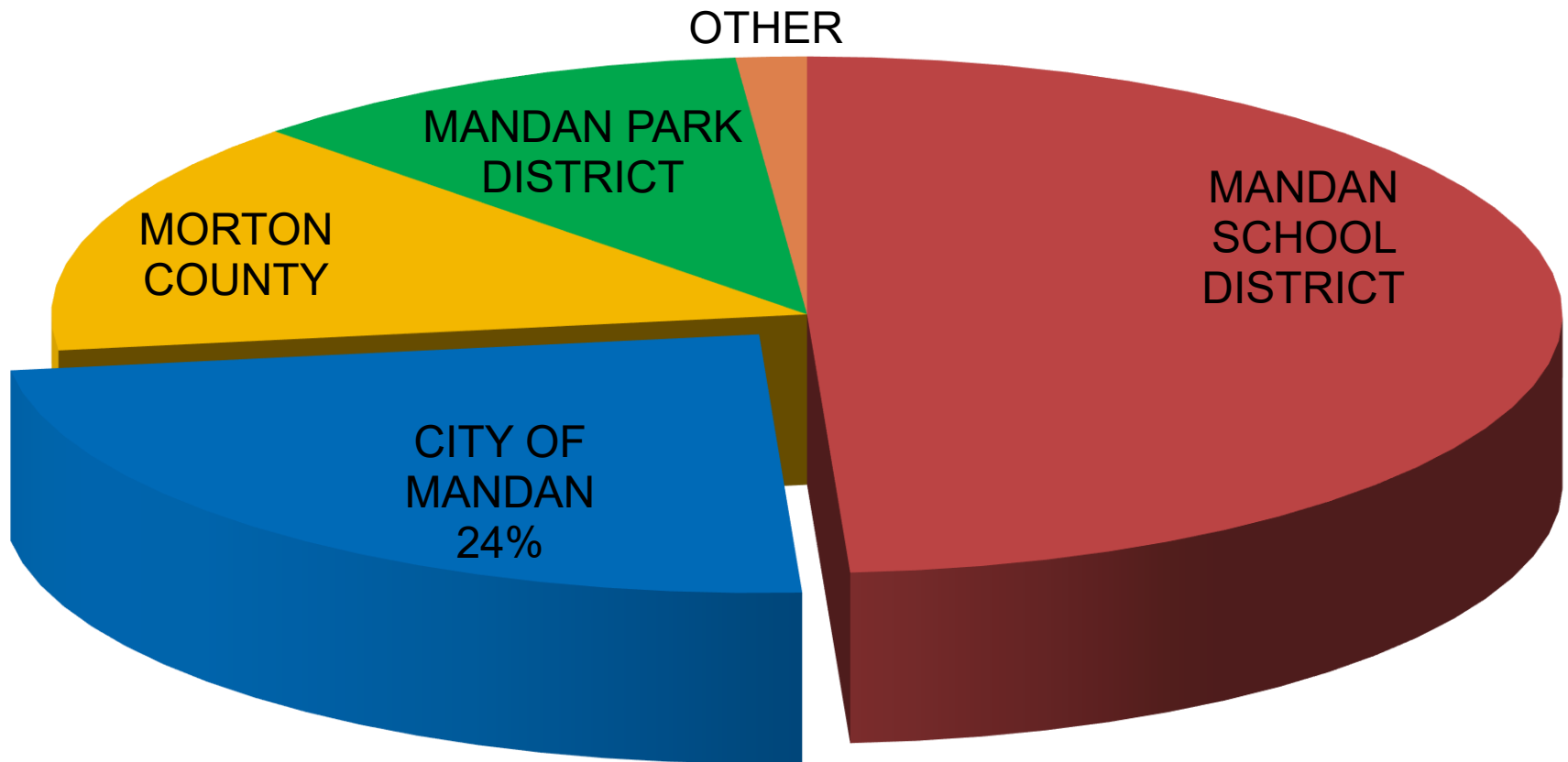
General Fund

Expenditures = \$21.8M

Funding

- Property Taxes = \$7.2M
- State Aid & Highway Tax Distribution = \$3.9M
- City Sales & Use Taxes = \$4.2M
- Utility Fund Transfers = \$1.8M
- Investment Earnings = \$1.6M
- Licenses and Permits & Charges for Services = \$1.3M
- Other Operating Revenues = \$1.5M
- Unreserved Fund Balance = \$263K
- Total = \$21.8M

City Property Taxes (2026 Budget)



City Property Tax Levy

\$300K increase from 2026 budget

General Fund = \$306K increase

Other Funds = **\$62K decrease**

Library = \$32K increase

Airport = \$24K increase

Property Tax Cap

Previous Year Levy	\$8,958,905
- Previous Year Levies Exempt from 3% Cap	<u>\$ 79,935</u>
Previous Year Levy Subject to 3% Cap	\$8,878,970
+ Allowance for New Growth	<u>\$ 104,403</u>
Adjusted Year Levy	\$8,983,373

Property Tax Cap

Adjusted Year Levy	\$8,983,373
x 3% Cap Allowance	\$ 269,501
+ Current Year Levies Exempt from 3% Cap	<u>\$ 6,087</u>
Total Current Year Levy	\$9,258,961
2026 to 2027 Increase	\$ 300,056

City Property Taxes

Residential property valued at \$300K plus 5% (average) valuation increase and based on City's projected mill rate:



City Utility Bill

Residential Property using 800 Cubic Feet or 8 units of Water

	PER MONTH		
	2026	INCREASE	2027
	BUDGET	(DECREASE)	BUDGET
WATER BASE CHARGE	\$ 22.08	\$ -	\$ 22.08
WATER USAGE CHARGE	\$ 24.00	\$ -	\$ 24.00
WASTEWATER BASE CHARGE	\$ 18.40	\$ 4.60	\$ 23.00
WASTEWATER USAGE CHARGE	\$ 16.48	\$ 4.16	\$ 20.64
STORMWATER BASE CHARGE	\$ 2.18	\$ 0.20	\$ 2.38
GARBAGE COLLECTION & DISPOSAL BASE CHARGE	\$ 11.90	\$ 0.05	\$ 11.95
RECYCLING COLLECTION & DISPOSAL BASE CHARGE	\$ 9.37	\$ 0.47	\$ 9.84
STREET LIGHTS BASE CHARGE	\$ 4.40	\$ -	\$ 4.40
	\$ 108.81	\$ 9.48	\$ 118.29
ANNUAL INCREASE \$		\$ 113.76	
ANNUAL INCREASE %		8.7%	

City Utility Bill

Wastewater Treatment Facility Expansion Project

Estimated cost = \$114M

Funding

State Revolving Fund Loan (30 year)

Residential account 5-year impact (2026 to 2030)

- Wastewater base charge = \$30.20
- Wastewater usage charge per 100 cubic feet = \$3.39

The information above is preliminary at this time.

City Utility Bill

RESIDENTIAL PROPERTY USING 100 CUBIC FEET OR 1 UNIT OF WATER

	2025	2026	2027	2028	2029	2030
	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>
WASTEWATER BASE CHARGE	\$ 14.72	\$ 18.40	\$ 23.00	\$ 28.75	\$ 35.94	\$ 44.92
WASTEWATER USAGE CHARGE	\$ 1.65	\$ 2.06	\$ 2.58	\$ 3.22	\$ 4.03	\$ 5.04
MONTHLY	\$ 16.37	\$ 20.46	\$ 25.58	\$ 31.97	\$ 39.97	\$ 49.96
MONTHLY INCREASE \$		\$ 4.09	\$ 5.12	\$ 6.39	\$ 8.00	\$ 9.99
ANNUAL INCREASE \$		\$ 49.08	\$ 61.44	\$ 76.68	\$ 96.00	\$ 119.88

RESIDENTIAL PROPERTY USING 800 CUBIC FEET OR 8 UNITS OF WATER

	2025	2026	2027	2028	2029	2030
	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>BUDGET</u>
WASTEWATER BASE CHARGE	\$ 14.72	\$ 18.40	\$ 23.00	\$ 28.75	\$ 35.94	\$ 44.92
WASTEWATER USAGE CHARGE	\$ 13.20	\$ 16.48	\$ 20.64	\$ 25.76	\$ 32.24	\$ 40.32
MONTHLY	\$ 27.92	\$ 34.88	\$ 43.64	\$ 54.51	\$ 68.18	\$ 85.24
MONTHLY INCREASE \$		\$ 6.96	\$ 8.76	\$ 10.87	\$ 13.67	\$ 17.06
ANNUAL INCREASE \$		\$ 83.52	\$ 105.12	\$ 130.44	\$ 164.04	\$ 204.72

Budget Calendar

August 4, 2026 – Introduction and first consideration, and call for public budget hearing of Ordinance adopting preliminary budget.

On or before August 10, 2026 – City to provide notice of public budget hearing date to Morton County Auditor.

By August 31, 2026 – Morton County Treasurer to provide written notice to owner of each parcel of taxable property.

September 15, 2026 – City to conduct public budget hearing.

October 6, 2026 – Second and final consideration of Ordinance adopting final budget and annual tax levy.

Budget Calendar

On or before October 12, 2026 – City to submit certified copy of levy as adopted and certified copy of final budget to Morton County Auditor.

QR Code



Scan me!



City Commission

Agenda Documentation

MEETING DATE: August 4, 2026
PREPARATION DATE: July 30, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider a resolution determining the insufficiency of protests for Street Improvement District 244 (8th/27th PH II)

STATEMENT/PURPOSE:

To review and consider the resolution of insufficiency of protests for Mandan Street Improvement District 244.

BACKGROUND/ALTERNATIVES:

On June 2nd resolutions were passed to create Street Improvement District 244. The subsequent 30 day protest period followed, officially concluding on July 27th. 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 1.1% of the land area that protested the project. There were 1 total protest letter. Due to the insufficiency of protests, we are recommending to move forward with the design and bidding process. The project will bid in November, with construction taking place in the summer of 2027.

ATTACHMENTS:

1. Project Flowchart
2. SID 244 Resolution Determining Insufficiency of Protest (1)
3. Protest Map

FISCAL IMPACT:

The estimated total project cost is \$6,780,000. The amount to be special assessed to residents within the special assessment district is approximately \$2,139,000.

STAFF IMPACT:

Staff will spend time working alongside Moore Engineering.

LEGAL REVIEW:

All documents have been made available to the City Attorney.

RECOMMENDATION:

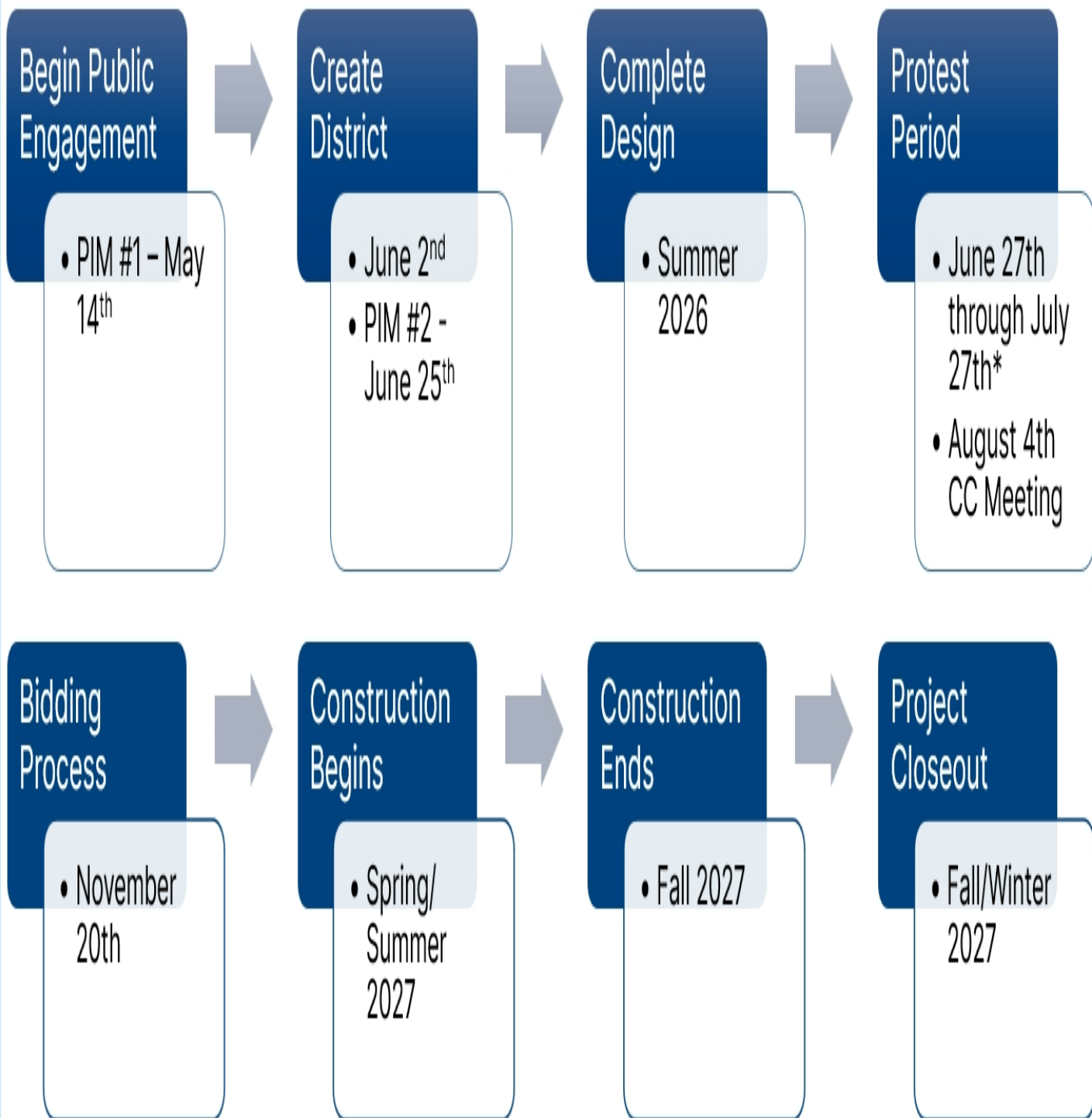
To approve the resolutions determining insufficiency of protests.

SUGGESTED MOTION:

I move to approve the resolutions determining insufficiency of protests.



Overall Project Schedule



**RESOLUTION DETERMINING INSUFFICIENCY OF PROTESTS FOR
STREET IMPROVEMENT DISTRICT NO. 244**

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. 244, on June 2, 2026 (the "Resolution"); and

Whereas, the Resolution was published in the City's official newspaper on June 27, 2026 and July 4, 2026; and

Whereas, more than thirty days have passed since the June 27, 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 June 27, 2026 publications, did not represent a majority of the area of the property included within Street Improvement District No. 244.
2. That proceedings under the Resolution are NOT barred.

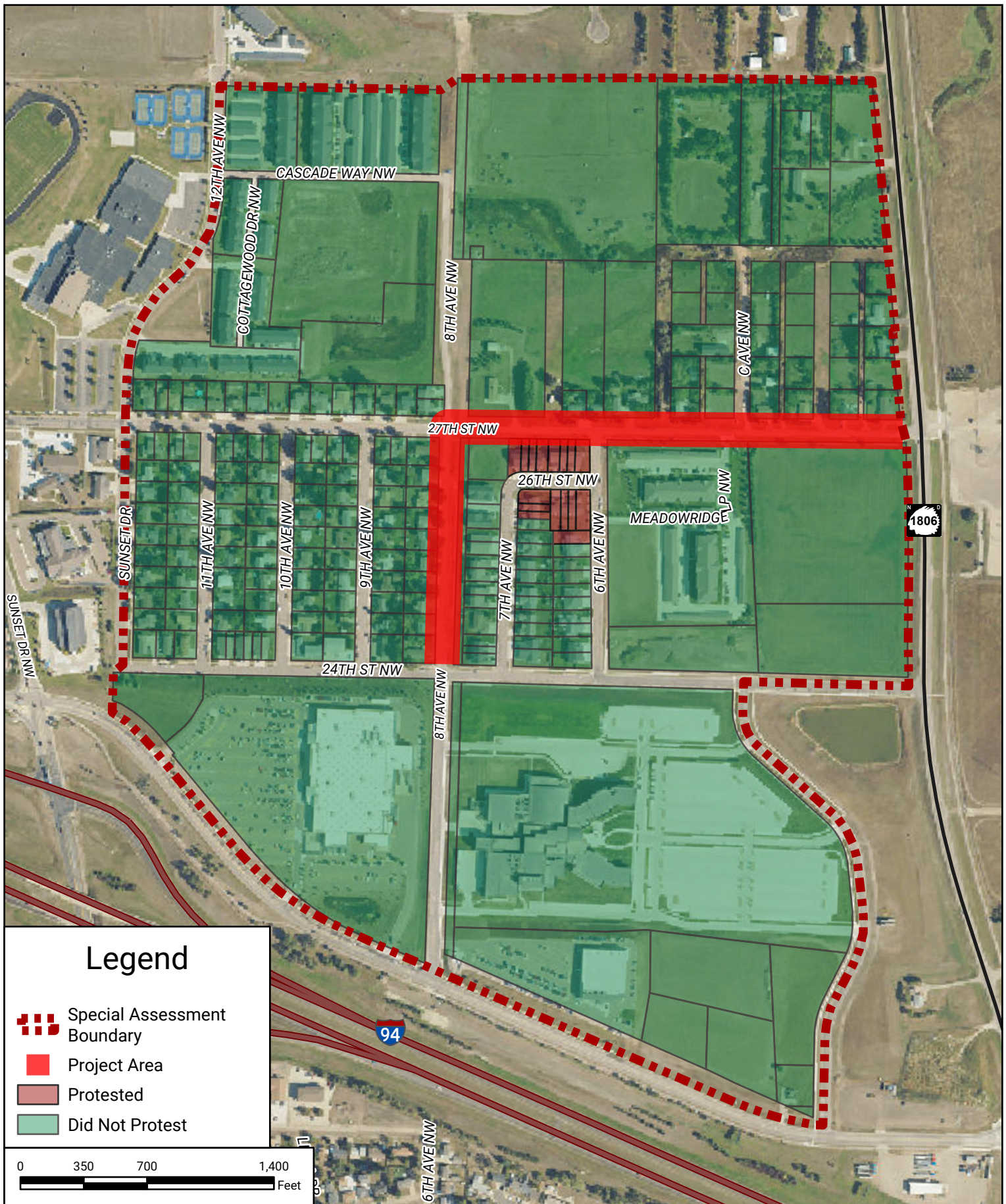
Dated and adopted this 4th day of August, 2026

City of Mandan, North Dakota

James Froelich, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



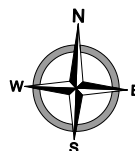
Legend

-  Special Assessment Boundary
-  Project Area
-  Protested
-  Did Not Protest

0 350 700 1,400
Feet

PROTEST MAP - 8TH & 27TH MANDAN, NORTH DAKOTA

Created By: BAS Date Created: 07/30/2026 Date Saved: 07/30/26 Project Number: 22183A-230 Map Name: Protest Map - AGOL Data
Exported By: brook.smith Date Exported: 07/30/26 Parcels: 5 Aerial Image: ND NAIP SIDS
Elevation Data: Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere Vertical Datum: NAVD1988
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moore
engineering, inc.

a Vistal company