



AGENDA
CITY COMMISSION
DECEMBER 17, 2024
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Matt Schanandore, Executive Director of the Mandan Progress Organization to provide an update on Mandan Holiday Lights and Santa's Run
2. Quarterly work anniversary recognition
3. Introduction of new employee Karie Mischel, Computer Information Systems Manager

D. APPROVAL OF AGENDA

E. MINUTES

1. Consider approval of the minutes from the Dec. 3, 2024 Board of City Commissioners regular meeting

F. PUBLIC HEARING

1. Consider Cove at Lakewood Planned Unit Development (PUD) Amendment
2. Consider a request for a preliminary plat for JRs Estates 2nd Addition

G. BIDS

H. CONSENT AGENDA

1. Consider approval of monthly bills
2. Consider the following committee appointments for terms beginning Jan. 1, 2025:
 - a. Heidi Hamelton, Brian Dehnert and Ruth MacDonald to the Community Beautification Committee
 - b. Jordan Freitag, Jonathan Leonard and Jonathan Hooker to the Mandan Growth Fund
 - c. Kari Nardello, Ryan Welder, and Matthew Bradly to the Mandan Architectural Review Commission
 - d. Jennifer Gosch to the Civil Service Commission
3. Consider annual highway closure agreement
4. Consider approval of revision to the Right-of-Way Permits
5. Consider approval of a request for qualifications for engineering services for Old Red Trail, trail mill & overlay
6. Consider approval of the Audit Engagement Letter from Brady, Martz & Associates to provide audit services for the year ending December 31, 2024
7. Consider a 2025 budget amendment to the Public Works Budget
8. Consider approval of the 2025 Youthworks grant agreement
9. Consider zoning ordinance rewrite change order #1
10. Consider approval of a Task Order Amendment from Advanced Engineering and Environmental Services to perform a utility rate analysis for the City's long-

term financial plan

11. Workforce Safety and Insurance Ergonomics Initiative Program - Fire Department
12. Consider approval of Bookmobile Services Coordinator job description

I. OLD BUSINESS

J. NEW BUSINESS

1. Presentation by North Dakota Music Hall of Fame - Marlo Anderson
2. Consider engineering service agreement amendment for the Memorial Highway project
3. Consider request for Mandan Visitors Electronic Marquee Sign replacement at the east end of Main Street
4. Consider Waste Water Treatment Plant Master Plan Update amendment
5. Consider the Public Works snow removal plan
6. Consider a change order for the 2024 Street Reconstruction Project
7. Consider the Legislative agenda

K. RESOLUTIONS AND ORDINANCES

1. First Consideration of Ordinance 1459, a PUD Amendment for Cove at Lakewood
2. Consider the resolution for \$5,462,000 Water Revenue Bond, Series 2025
3. Consider a resolution establishing Rates and Charges for services for the Engineering Department right-of-way permits

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- January 7, 2025 at 5:30 p.m.
- January 21, 2025 at 5 p.m.
- February 4, 2025 at 5:30 p.m.

N. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 4, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Quarterly work anniversary recognition

STATEMENT/PURPOSE:

To recognize the work anniversaries of quarter four.

BACKGROUND/ALTERNATIVES:

Beginning in 2024, employees that are eligible to receive a service award will be recognized each quarter. This was recognized annually in previous years.

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

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

3 years:

Dayne Anderson - Senior Accountant
Aaron Haverlock - Detective
Erik Short - Firefighter
Jordan Singer - Building Official

5 years:

Travis Tekippe - Water Treatment Plant Operator III
Wade Hofer - Equipment Operator II

20 years:

Jason Bier - Deputy Police Chief

30 Years:

Tim Meidinger - Utility Operator I

ATTACHMENTS:

None

FISCAL IMPACT:

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

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

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

One employee was awarded thirty years of service recognition gift not to exceed a value of three hundred dollars.

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

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

Recognition only. No action required.

SUGGESTED MOTION:

Recognition only. No action required.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 7, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Introduction of Kaire Mischel, Computer Information Systems Manager

STATEMENT/PURPOSE:

To introduce Introduction of Kaire Mischel, Computer Information Systems Manager

BACKGROUND/ALTERNATIVES:

Karie comes to us with an extensive background in computer information systems with previous experience at Connecting Point as a Network Manager and, most recently, Starion Bank as their Network Administrator. Karie started with us on November 26 and has been making the rounds to our various locations throughout the city.

ATTACHMENTS:

None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:

City Commission

Agenda Documentation

December 17, 2024

Subject: Introduction of new employee Karie Mischel, Computer Information Systems Manager

Page 2 of 2

The Mandan City Commission met in regular session at 5:30 PM on December 3, 2024 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assessor Markley, Human Resource Director Berger, Engineering Director Wigness, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Planner Stromme, Communications Specialist Schmidt and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS Commissioner Heinsohn encouraged residents to visit Dykshoorn Park to check out Holiday Lights on Main.

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

E. MINUTES

1. *Consider approval of the minutes from the Nov. 19, 2024 Board of City Commissioners regular meeting.* Commissioner Rohr moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

1. *Final presentation and consideration of the Arrive 2050 Metropolitan Transportation Plan.* Planner Stromme introduced Jason Carbee from HDR to share a presentation on the Arrive 2050 Metropolitan Transportation Plan. Carbee presented an overview of the plan which looks out to 2050. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

G. BIDS

H. CONSENT AGENDA

1. *Consider the following committee appointments:.*
 - a. *Darren Schmidt to the Renaissance Zone.*
 - b. *Victoria Vayda-Hammond to Code Enforcement Appeals Board.*
 - c. *Jonathan Hooker, Tyler Gangl & Clint Boyd to the Visitors Committee.*
 - d. *Heidi Belohlavek to the Special Assessment Commission.*
2. *ARPA Fund 2024 Obligation of Funds.*
3. *Consider the following Abatements:.*
 - a. *Consider 2024 Abatement Application from Alvina Schwindt.*
 - b. *Consider 2024 Veterans Credit Abatement for Jack Kroh.*

4. *Consider acceptance of the 2025 Lottery Grant Award for the Metro Area Narcotics Task Force.*

5. *Consider approval of a Gaming Site Authorization for Mandan Baseball Club at Silver Dollar Bar from Jan. 1 to June 30, 2025.*

6. *Consider Urban Maintenance Form.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve consent agenda items 1-6 including all sub items as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider acceptance of final report for Safe Routes to Services/Complete Streets study.* Planner Stromme introduced Mike Bittner with Bolton-Menk Consulting to present the final report for Safe Routes to Services/Complete Streets study. Bittner presented a synopsis of the final report. Commissioner Sjoberg moved and Commissioner Braun seconded to accept the final report for the Safe Routes to Services/Complete Streets study. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider a Rapid Rectangular Flashing Beacon design budget amendment.* Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Heinsohn seconded to approve Task Order No. 4 Amendment 1 with Moore Engineering and authorize an additional \$7,885 out of the City's sales tax fund for 2025. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider approval of the 2026 Budget Calendar.* Finance Director Welch presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the 2026 budget calendar. Roll Call vote: Aye 5, Nay 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *Consider a resolution of adoption for the Arrive 2050 Metropolitan Transportation Plan.* Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve Arrive 2050, the 2025-2050 Metropolitan Transportation Plan, by Resolution of Adoption. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Second consideration of Ordinance 1458, a zone change from MA - Industrial to CB - Commercial for Helbling 7th Addition.* Planner Stromme presented the ordinance. There's been no changes nor comments received. Commissioner Braun moved and Commissioner Rohr seconded to approve Ordinance 1458. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

December 17, 2024 at 5:30 p.m..

January 7, 2025 at 5:30 p.m..

January 21, 2025 at 5 p.m..

N. ADJOURN There being no other business to come before the Board, the meeting adjourned at 6:39 p.m.

James Neubauer
City Administrator

James Froelich
President, Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider a Planned Unit Development (PUD)
Amendment for Cove at Lakewood Addition.

STATEMENT/PURPOSE:

Consider a PUD Amendment for Cove at Lakewood Addition.

BACKGROUND/ALTERNATIVES:

VE Land Company, represented by Arthur Goldammer, requests consideration of a PUD (Planned Unit Development) amendment for the Cove at Lakewood development. The proposed amendment revises the development plan, changing the plan from detached individual commercial structures to attached multi-use shops. The property is situated in southeast Mandan, west of 40th Avenue SE and south of 21st Street SE. Its legal description is Lots 1-3, Block 1, Cove at Lakewood Addition to the City of Mandan, Morton County, North Dakota.

Overview of Request

The developer proposes a new development plan consisting of a mix of attached multi-use shop units, including two single-story buildings and four two-story shop buildings, along with two standalone office/commercial buildings currently planned as a salon and an animal rescue facility.

Property Details and Zoning History

The Cove at Lakewood Plat was approved at the May 16, 2023 City Commission meeting. A previous PUD Amendment, to enable the most recent development plan (for detached business suites), was approved by the City Commission in April. Previously, the properties were included in a similar development proposal, and before that, they were part of oversized stormwater and amenity ponds tied to an earlier development plan.

PUD Amendment

This PUD amendment primarily relates to building form/appearance and development intensity, and there are no uses proposed as part of this development that were not approved in the 2020 Ordinance. The most recent plan was for 23 detached structures comprising a mix of single and two-story buildings. The revised layout includes 31 attached units, consisting of two single-story buildings with five units each and five two-story shop buildings, ranging between three and five units per building.

Multi-use shops typically require special use permits, which are intended to provide a higher level of review and ensure greater control over project outcomes. The review process for the proposed development aligns closely with the scope and criteria of a special use permit. However, given that the project has been part of a Planned Unit Development (PUD) for an extended period, and that only portions of the project are multi-use shops, staff determined that it would be more appropriate to continue treating the project and its review as an amendment to the existing PUD, rather than introducing special use permitting at this stage. The review criteria for multi-use shops were used in the evaluation of this project.

Specific standards requested by the applicant to be added that were not adopted into the PUD Ordinance in 2020 relate to parking and setbacks. The general intent of the amendment is to update legal descriptions (lot numbers) to match the PUD.

Uses included in the Planned Unit Development Ordinance include:

- Multi-family (*permitted if in an approved residential structure - no residential uses permitted in multi-use shop structures*).
- Group Dwellings
- Retail group A
- Office-bank group
- Service group A
- Service group B
- Health-medical group
- Education group

Elevations and renderings of the proposed structures to be developed on this property, and a draft of the PUD Amendment Ordinance, are available in the attachments to this agenda document.

Multi-use shop review

Multi-use shops are generally permitted when the following conditions have been met.

- (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.

Staff is directed to review multi-use shop projects with the following criteria in mind.

- a. The proposed use is in harmony with the purpose and intent of this chapter. *The proposed use aligns with the overarching goals and objectives of the zoning ordinance in its adherence to minimum development requirements and comprehensive submittal.*
- b. The proposed use is not in conflict with the adopted comprehensive plan of the city. *The proposal generally adheres to the city's comprehensive plan and is not in conflict with its planning priorities.*
- c. The proposed use will not adversely affect the health, safety, and general welfare of the public and the workers and residents in the area. *Based on accommodations made to provide adequate off-street parking, fire safety, and landscaping, this project is not likely to adversely affect the health, safety, or general welfare of the public, workers, and residents in the vicinity of the project area.*
- d. The proposed use will not be detrimental to the use or development of adjacent properties or of the surrounding neighborhood. *The proposal complements the character and uses of the surrounding area.*
- e. The proposed use meets all appropriate regulations for the district in which it will be located. *The proposed development complies with zoning and district-specific regulations.*
- f. The proposed use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of importance to the community. *This project is not located in an area where natural, scenic or historic features of importance to the community have been identified.*
- g. The proposed use includes adequate screening or buffering to compensate for any departure that the proposed use has from existing adjacent uses. *The project utilizes a mix of land-use transitions and open space, in addition to landscaping, to act as screening or buffering to account for the transition in land use from the subject property to adjoining uses.*
- h. The proposed use includes adequate provisions for those individuals who are mobility impaired. *The design accounts for this in the use of ADA-spaces and sidewalk connections to the property.*

Staff Comments

- Staff recommends that signage and lighting be restricted from being placed on the rear or side of buildings as a means to mitigate potential negative impacts of commercial development adjacent to lower-density residential.
- Staff recommends that parking intended to fulfill handicap space requirements be positioned away from overhead doors to ensure its availability is not hindered by the need to provide access inside to shop spaces.
- Minimum off-street parking requirements are met by the proposed site plan. It is

possible that additional off-street parking will be contained within the individual shop units themselves.

- Staff recommends that any proposed signage allowances for the two-story units be shared with Mandan Architecture Review Commission for their review and approval.

Agency & Other Department Comments

- The City Building Inspections Department advised the applicant on steps necessary to develop in accordance with the City Floodplain Development Ordinance which will involve a LOMR-F.
- The City Assessing Department requests that the condominium agreements filed with Morton County be updated to reflect the new legal descriptions and to include clearer language regarding each condominium's share of undivided interest in Stormwater Lot 3, Block 1.
- 162 letters were sent to adjoining property owners notifying of this request.
- Development on this property will be subject to a development agreement with the City of Mandan. A previously approved development agreement will be updated for this purpose.
- A sidewalk and boulevard trees will be required along 21st Street SE.
- Lot 3, Block 1 (storm water lot) must be held in undivided interest by the developable lots in this subdivision plat.

Adjacent Properties Zoning, Land Use, and Future Land Use

Adjacent properties zoned PUD (Ords. 1216, 1250, 1355) feature low-density residential, high-density residential, and multi-use shops. Although the 2015 Future Land Use Plan recommended industrial uses for this property, staff does not support this due to the area's established development character.

Additional Information and Public Outreach

- An application was received on October 25, 2024.
- This item was advertised as a public hearing in the Mandan News, and seventy letters were mailed to adjacent property owners on November 20, 2024.

Findings of Fact PUD Amendment

1. The City of Mandan and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by this PUD

Amendment;

2. The proposed PUD Amendment is consistent with the general intent and purpose of the zoning ordinance;
3. The proposed PUD Amendment is consistent with the Future Land Use Plan, other adopted plans and policies, and accepted planning practice;
4. The proposed PUD Amendment would not adversely affect public health, safety and general welfare.

ATTACHMENTS:

1. Application
2. PUD Narravive
3. draft Ord. Cove PUD Amendment
4. Site Layout
5. Cove at Lakewood Condos Site Plans
6. Lakewood Shop Condos_ARCH-CD_24-1016
7. Studio Bliss Rendering
8. Furry Friends Rockin Rescue Rendering
9. AERIAL-STREET_24-1101
10. Location Map Cove At Lakewood

FISCAL IMPACT:

N/a

STAFF IMPACT:

A considerable amount of staff time has gone into reviewing this request and the Cove at Lakewood project more broadly.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the PUD Amendment for Cove At Lakewood Addition. This item requires a public hearing. A motion to approve the first consideration of Ordinance 1459, the PUD Amendment, may be made under Resolutions and Ordinances no. 1.

SUGGESTED MOTION:

A motion to approve the first consideration may be made after conducting a public hearing and moving down to Resolutions and Ordinances No. 1.

CITY OF MANDAN	
Development Review Application	
Minor Plat (\$300)	Zone Change (\$600)
Preliminary Plat up to 20 acres (\$450)	x Planned Unit Development (\$700)
Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
Final Plat up to 20 lots (\$450)	Vacation (\$500)
Final Plat 21 to 40 lots (\$600)	Variance (\$400)
Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
Annexation (\$450)	Stormwater submittal (\$300)
Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	
See PUD Amendment Narrative 10-25-2024	

Engineer/Surveyor			Property Owner or Applicant		
Name Landon Niemiller, AICP - Swenson Hagen & Company PC			Name Arthur Goldammer - VE Land Company, LLC		
Address 909 Basin Avenue			Address 3100 North 14th St		
City Bismarck	State ND	Zip 58504	City Bismarck	State ND	Zip 58503
email lniemiller@swensonhagen.com			email arthur@verityhomes.com		
Phone 701-223-2600		Fax	Phone 701-426-0197		Fax
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	PUD	PUD	Cove at Lakewood
Property Address					Legal Description		
3901 21st Street SE, Mandan ND 58554					Lot 2 of Block 1, Cove at Lakewood, Mandan ND 58554		
Current Use					Part of the NE 1/4 of Section 1, Township 138 North, Range 81 West		
PUD Shop/Office Condos					Mandan, Morton County, North Dakota		
Proposed Use							
PUD Shop/Office Condos					Section 1	Township 138N	Range 81W
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking		
174,700 sq ft	1-5 units	1-2 story	Varies	Per ordinance 1424	Per ordinance 1424		

Print Name Arthur Goldammer	Signature 	Date 10/25/2024
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Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$ 700	Date 10-25-2024
Notice in paper		Mailed to neighbors	
Approved	Approved with conditions:		
Denied			

Planned Unit Development Amendment Narrative
Request for Lot 2 Block 1 Cove at Lakewood

VE Land Co, LLC, the owner of Lot 2 of Block 1, Cove at Lakewood, 3901 21st St SE, Mandan ND 58554, (Parcel ID # 65-0182940) requests consideration and approval of this proposed amendment to the Cove at Lakewood Addition PUD (Ordinance #1424 & prior Ord #'s 2015-1 & 2015-2, 1216, 1254, & 1355) to include attached type condos and further clearly outline design standards.

The intent is to promote the most appropriate transitional use from the CB (Lot 1 of Block 2, Lakewood Commercial Park 4th Addition) to the east to the multi-family (Lot 2 of Block 4 Lakewood 9th Addition) to the west, preserve the scenic pond area, define the pond and adjacent slope maintenance responsibilities, and ultimately to ensure harmony and balance along 21st Street by defining and narrowing down potential future land uses. Note that no storm water plan, grading plan, or other changes are requested at this time from previous PUD amendments and ordinances. The current plan intends for shop/office/business condos to be built on Lot 2, aligned with prior amendments.

The objectives to be achieved to ensure the functional, transitional, and harmonious interaction for the lots in relation to the adjacent land uses are to define the building types, design standards, use groups and common area maintenance as follows:

- Building Types:
 - Attached and/or Detached condos
 - One- and two-story structures
 - One to Five Unit Buildings
- Design Standards:
 - General Fit and Finish materials and style to adhere to submitted Site & Building Plans
 - Existing other Criteria per Ordinance #1424 to remain unchanged
- Parking:
 - Per site plan provided
 - Including some flex/overflow parking on Lot 1 east side of building
 - Otherwise aligns with Ordinance #1424
- Uses, Groups, & Criteria (Unchanged from Ordinance #1424):
 - Lot 3 to remain as a aesthetic scenic pond, which also serves as a storm water facility.
 - Lot 1 to allow restricted CB use, with the below uses allowed:
 - Multi-family dwelling
 - Retail group A
 - Office-bank group
 - Service group A
 - Health-medical group
 - This remains unchanged from Ord. 1355
 - Lot 2 to allow restricted CB use, with the below uses allowed:
 - Multi-family dwelling
 - Group dwelling

- Retail group A
 - Office-bank group
 - Service group A
 - Service group B
 - Health-medical group
 - Education group
 - Simply combining the previous replat uses for former Lots 2 & 3, with the primary intent of shop/office/business condos, as approved prior in Ord. 1355.
- Common Area Maintenance:
 - A 30' access easement from 21st Street SE has been granted and defined on the final plat for pond/embankment maintenance
 - Lot 3 (pond) shall be maintained by the owners of Lots 1 & 2. A common use and maintenance agreement will be used upon lot transfer/sale to memorialize and uphold the duty to maintain the pond.
 - Lot 3 40' shoreline access easement adjacent to all abutting lands of Lot 2 of Block 4, Lakewood 9th and Lots 2 – 13, & 17 – 26 Lakewood 8th Addition 1st Replat, will remain, as formerly granted for the lot owners to extend and maintain their yards to the water line.
- Setbacks:
 - As CB setbacks are very open in the Municipal Code, further regulation is needed to ensure an attractive and uniform streetscape.
 - Building Setback Minimums:
 - 15 ft – street/front yard along 21st Street SE if access to site is provided via a common access point
 - 25 ft – street/front yard along 21st Street SE if access to site is provided directly in front of building
 - 5 ft – sideyard
 - 5 ft – rear facing pond
 - 20 ft – rear other
- Parking:
 - Temporary parking is provided in front of each shop/office/business condo
 - Spaces must be located behind City boulevards.
 - Parking to be per Mandan City code if not specifically identified herein
 - 1 space per 400 sqft of office/retail
 - Shop and/or garage space contained within a building shall not apply to total sqft building calculations for parking spaces, however may be included in total parking requirements.
- Other criteria: Before applying for a building permit, the site plans, final building plans, building elevations, and finished floor flood plain reference elevations will be submitted to the City of Mandan for architectural review, comment, & approval.

ORDINANCE NO. 1459

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

WHEREAS, the Planned Unit Development (PUD) District (Ordinance #'s 2015-1, 2015-2, 1216, 1254, 1355 and 1424) of Cove At Lakewood, in Section 1, Township 138N, Range 81W, City of Mandan, Morton County, North Dakota, shall be amended and re-enacted.

SECTION 1. AMENDMENT. In conformance with the requirements of Sec. 105-4-3, subsection e. of PUD District is amended to read as follows:

1. Lot 1 to zoned CB – Commercial with restrictions. The below uses are allowed:
 - Multi-family dwelling
 - Multi-family dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Retail group A
 - Office-bank group
 - Service group A
 - Health-medical group
2. Lot 2 to zoned CB – Commercial with restrictions. The below uses are allowed:
 - Multi-family dwelling
 - Multi-family dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Group dwelling
 - Group dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Retail group A
 - Office-bank group
 - Service group A

- Service group B
 - Health-medical group
 - Education group
3. Lot 3 to remain as an aesthetic scenic pond, which also serves as a storm water facility.
 4. Common Area Ownership and Maintenance:
 - A 30-foot access easement from 21st Street SE to lot 3 for pond and embankment maintenance is established and recorded on the final plat.
 - Ownership and Maintenance of Lot 3 (pond) is the responsibility of the owners of Lots 1 and 2. A common use and maintenance agreement shall be executed upon the transfer or sale of any lot to formalize and enforce this maintenance obligation.
 - Lot 3 includes a 40-foot shoreline access easement along all lands abutting Lot 2, Block 4, Lakewood 9th Addition, and Lots 2-13 and 17-26, Lakewood 8th Addition, 1st Replat. This easement permits lot owners to extend and maintain their yards to the waterline, consistent with previously granted rights.
 5. Building Placement and Setbacks:
 - As CB setbacks are very open in the Municipal Code, further regulation is needed to ensure an attractive and uniform streetscape.
 - Buildings shall be generally constructed and placed in alignment with this amended PUD and associated site renderings. This includes a mix of single and two-story, attached multi-use shop buildings, and commercial/office buildings primarily accessed off of an interior parking lot.
 - Building Setback Minimums:
 - 15 ft – street/front yard along 21st Street SE if access to site is provided via a common access point
 - 25 ft - street/front yard along 21st Street SE if access to site is provided directly in front of building
 - 5 ft - sideyard
 - 5 ft - rear facing pond
 - 20 ft – rear other
 6. Parking:
 - Temporary parking is provided in front of each shop/office/business condo.
 - Spaces must be located behind City boulevards.
 - Parking to be per Mandan City code if not specifically identified herein.
 - 1 space per 400 sqft of office/retail.
 - Shop and/or garage space contained within a building shall not apply to total sqft building calculations for parking spaces, however, may be included in total parking requirements.
 7. Other criteria: Before applying for a building permit, the site plans, final building plans, building elevations, and finished floor flood plain reference elevations will be submitted to the City of Mandan for architectural review, comment, & approval.

SECTION 2. RE-ENACTMENT. PUD District is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

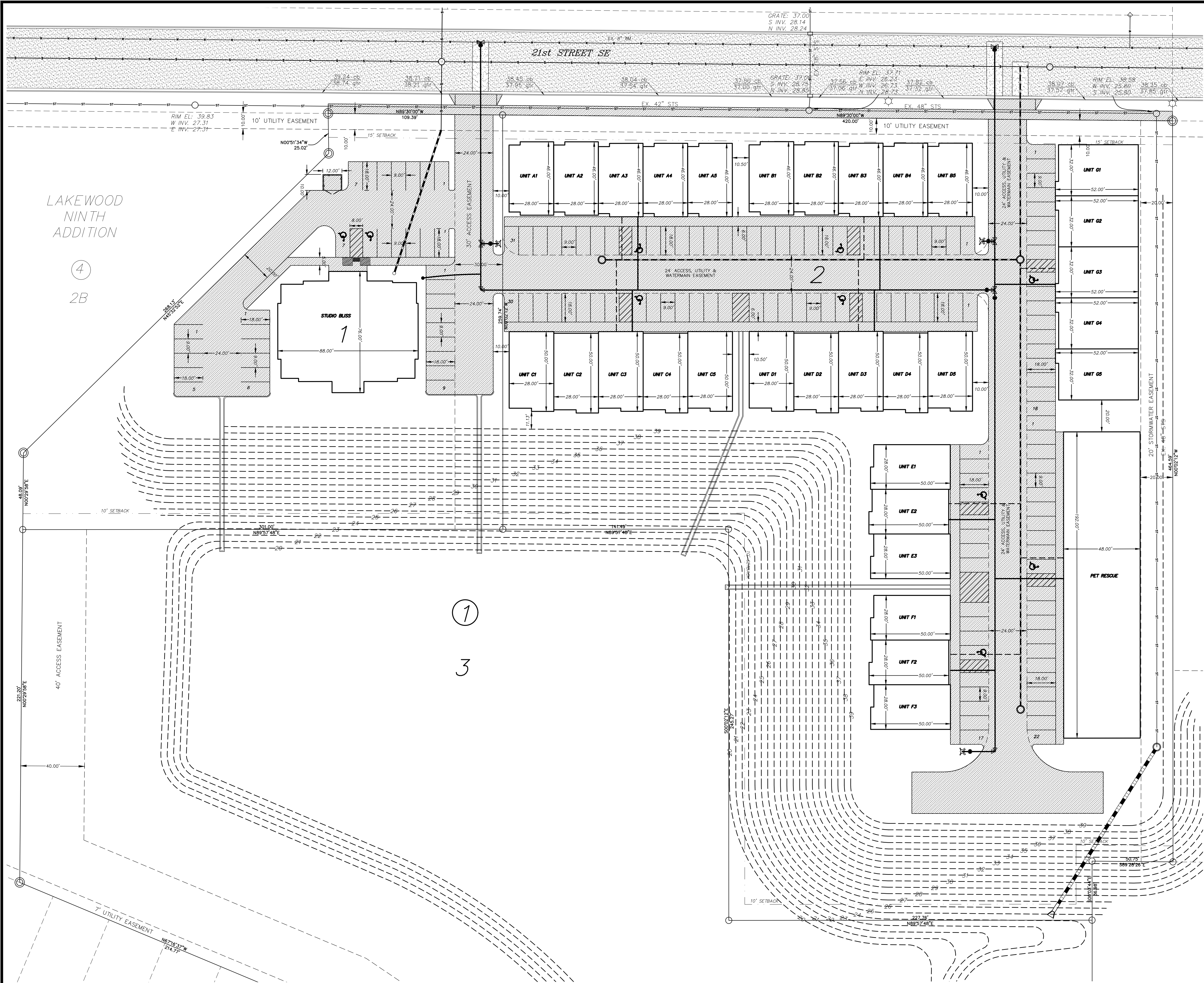
James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:

November 25, 2024
December 17, 2024
January 7, 2025



BUILDINGS

BUILDING FOOTPRINT: BUILDING "A" (SHOP CONDO - 5,988 SF)
BUILDING "B" (SHOP CONDO - 5,988 SF)
BUILDING "C" (SHOP CONDO - 6,550 SF)
BUILDING "D" (SHOP CONDO - 6,550 SF)
BUILDING "E" (SHOP CONDO - 3,899 SF)
BUILDING "F" (SHOP CONDO - 3,899 SF)
BUILDING "G" (SHOP CONDO - 7,630 SF)
BUILDING "PR" (SHOP CONDO - 9,216 SF)
BUILDING "SB" (SHOP CONDO - 5,643 SF)

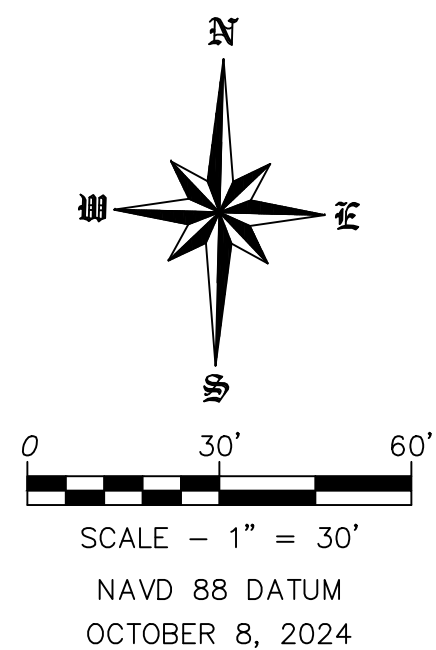
FIRE PROTECTION: N/A

PARKING

REQUIRED PARKING:
1 SPACE / 400 S.F. = 140 SPACES
PROVIDED PARKING:
152 SPACES

LEGEND

- S—S— EXISTING SANITARY SEWER
- W—W— EXISTING WATERMAIN
- ST—ST— EXISTING STORM SEWER
- E—E— EXISTING UNDERGROUND ELECTRIC
- EXISTING MANHOLE
- △ EXISTING UTILITY RISER-VAULT
- ⊙ EXISTING LIGHT-POWER POLE
- ⊕ EXISTING SIGN
- ⊗ EXISTING VALVE
- ⊙ EXISTING FIRE HYDRANT
- ▨ EXISTING ASPHALT
- ▨ EXISTING CONCRETE
- S—S— PROPOSED SANITARY SEWER
- W—W— PROPOSED WATERMAIN
- S—S— PROPOSED VALVE
- ⊙ PROPOSED FIRE HYDRANT
- ▨ PROPOSED CONCRETE
- ▨ PROPOSED ASPHALT
- - - - - PROPOSED CONTOUR



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

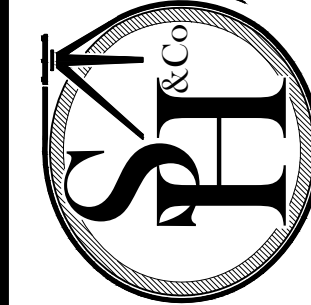
CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-0555

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Swenson Hagen & Co.

REVISIONS	DATE

**SITE PLAN BUILDING
CHANGES**
LOTS 1-3 BLOCK 1 LAKEWOOD 9TH ADDITION
MANDAN, NORTH DAKOTA

SWENSON, HAGEN & COMPANY P.C.
909 Basin Avenue
Bismarck, North Dakota 58504
shceng@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: 10/08/2024
PROJ.#:
COMPUTER FILE:
P:\MANDAN\LAKEWOOD\LAKEWOOD 9TH\THE
COVE AT LAKEWOOD SITE
PLAN.dwg

**SHEET
C4.0**

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 conditions of the job site, including safety of all persons and property during performance of the work. This requirement 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.

A



B



C

File Location: W:\PROJECTS\24-11740-1-Verity-Lakewood Shop Condos\REV\T\Lakewood Shop Condos (24-11740-1).rvt
Pld Date: 10/16/2024 10:37:02 AM

D

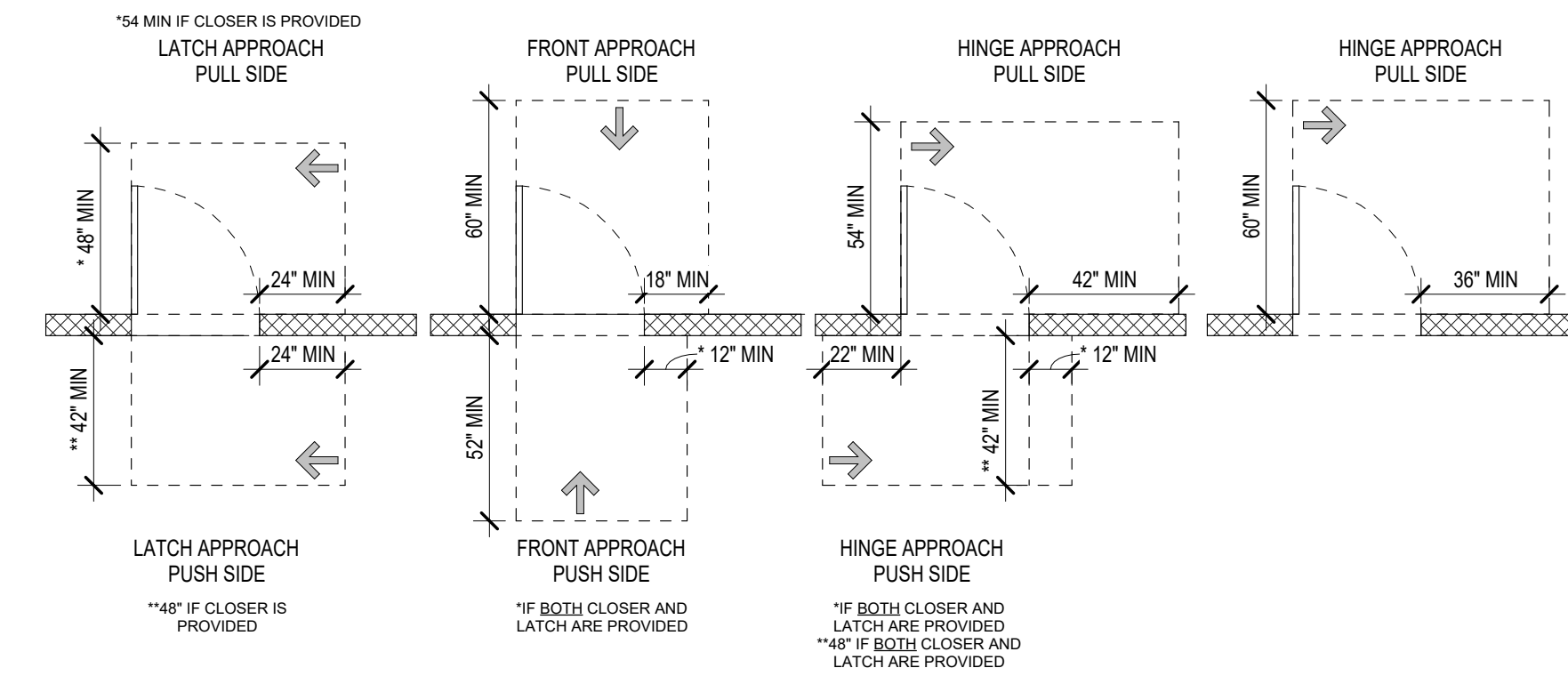
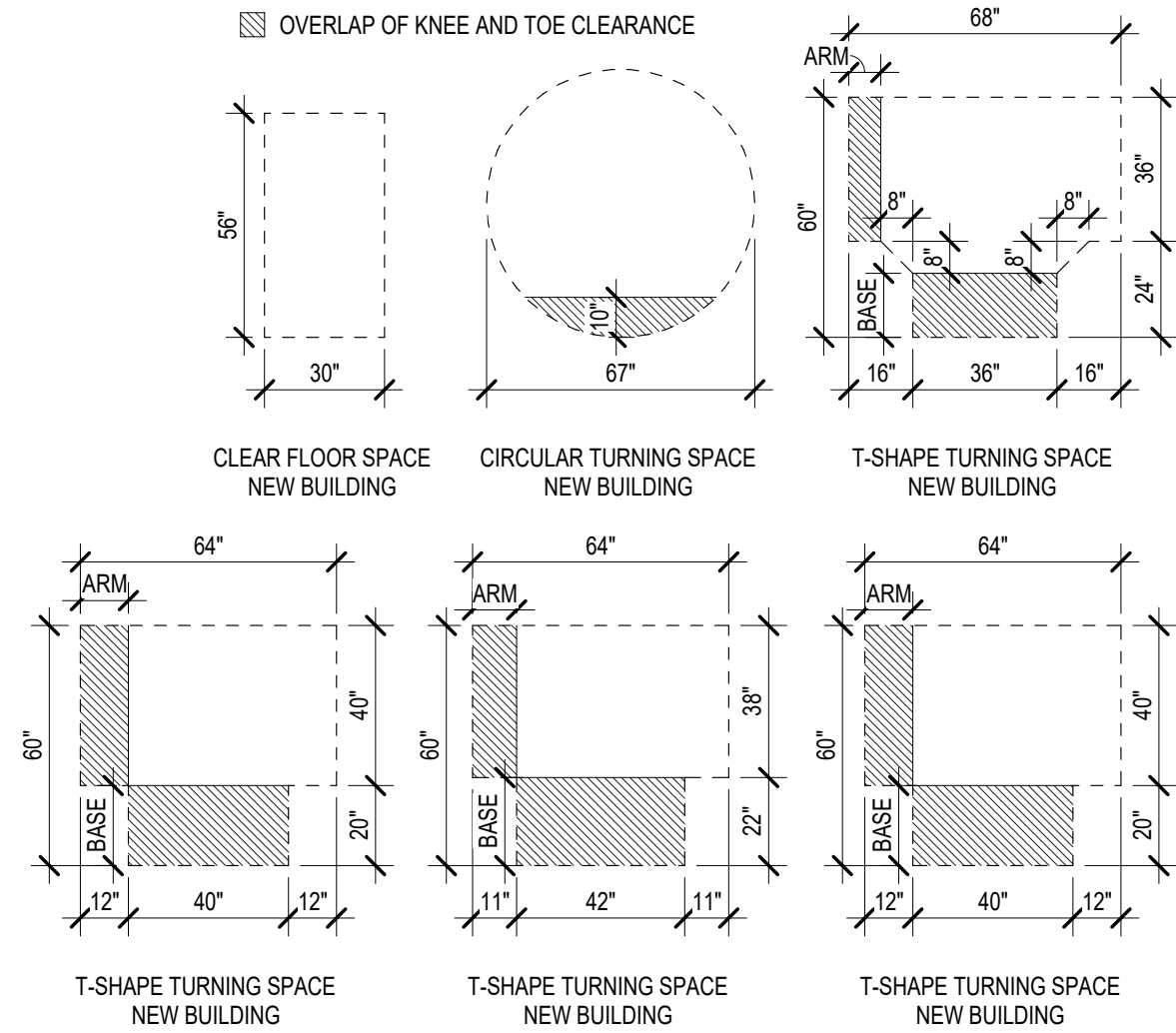
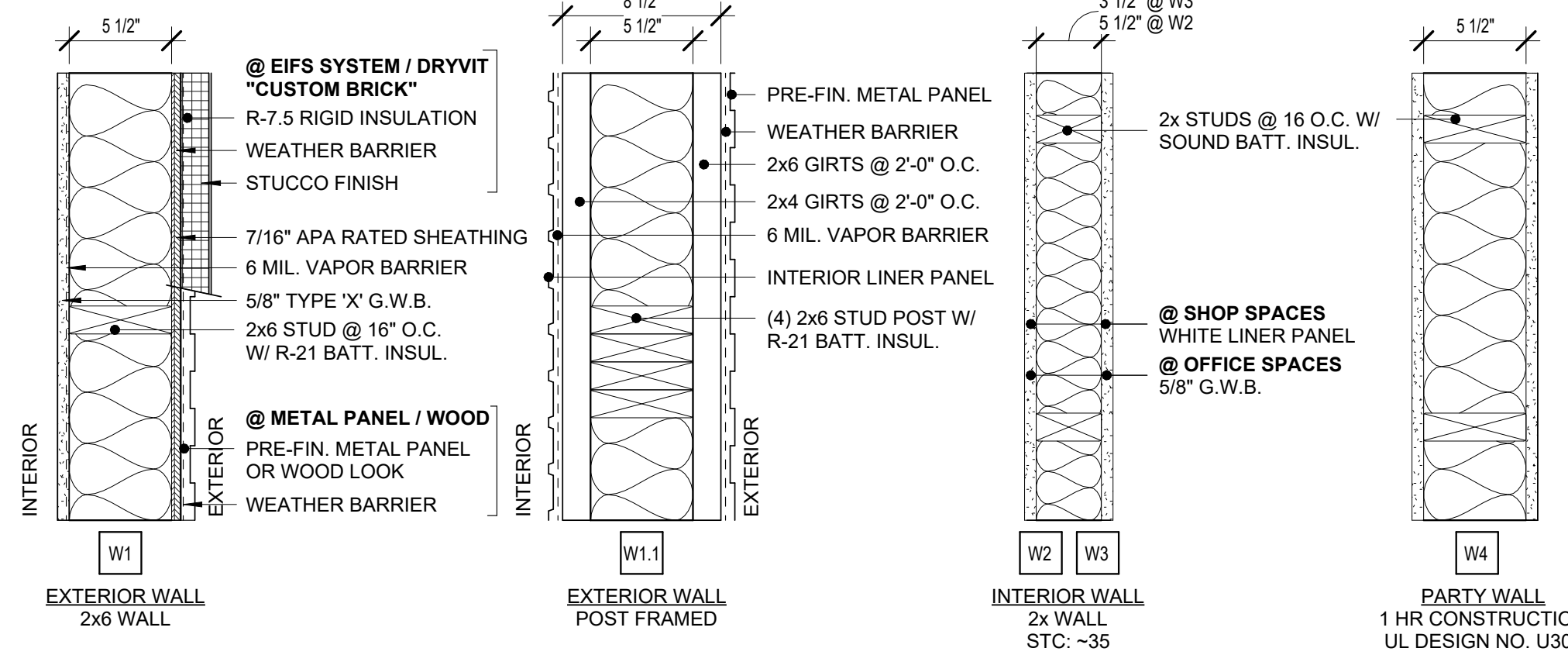
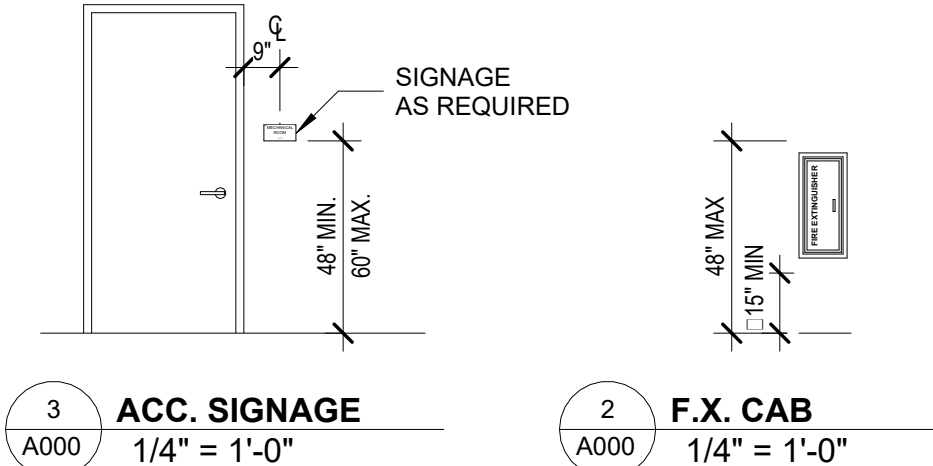
LAKEWOOD SHOP CONDO

MANDAN NORTH DAKOTA

BUILDING CODE DATA:		PROJECT	
BUILDING CODE: IBC 2021		REQ'D / ALLOWED	PROVIDED
CH. 3 308.5	SECTION ITEM OCCUPANCY CLASSIFICATION AND USE	B BUSINESS S-1 STORAGE	B BUSINESS S-1 STORAGE
CH. 5 TABLE 506.2 506.2.2 506.3.3 504.3 504.4 508.4	GENERAL HEIGHT & AREAS ALLOWABLE AREA (A _a) MIXED OCC. BLDGS A _a = [A _i + (NS x I _i)] AREA INCREASE FACTOR (I _i) HEIGHT ABOVE GRADE PLANE STORIES SEPARATION OF OCCUPANCY	9,000 (S1) [9,000 + (9,000 x .75)] = 15,750 SF I _i = 100% (.75 AREA INCREASE) 40' (S-1) 1 STORY 0 HR (S-1/S-1), 0 HR (S-1/B), 0 HR (B/B)	4,092 SF (SMALLEST) 10,795 SF (LARGEST - INCLUDES MEZZANINE) <40' 1 STORY 0 HR
CH. 6 TABLE 601	TYPE OF CONSTRUCTION FIRE RATING OF BLDG ELEMENTS STRUCTURAL FRAME BEARING WALLS EXTERIOR INTERIOR NON-BEARING WALLS FLOOR CONSTRUCTION ROOF CONSTRUCTION	VB 0 HR 0 HR 0 HR 0 HR 0 HR 0 HR	VB 0 HR 0 HR 0 HR 0 HR 0 HR 0 HR
CH. 7 05 706 707 708 718.4	FIRE RESISTIVE RATED CONSTRUCTION EXTERIOR WALLS FIRE WALLS FIRE BARRIERS FIRE PARTITIONS DRAFT STOPPING IN ATTIC	0 HR N/A 1 HR 1 HR YES 3,000 SF MAX	0 HR N/A 1 HR 1 HR YES > 3,000 SF
CH. 9 903.2.9 903.2.9.4 903.3.1.1 908.7	FIRE PROTECTION SYSTEMS FIRE AREA - SPRINKLER COMMERCIAL VEHICLE STORAGE AUTOMATIC SPRINKLER SYSTEM CARBON MONOXIDE ALARMS	YES, IF > 12,000 SF FIRE AREA / BLDG. YES, IF > 5,000 SF FIRE AREA / BLDG. NONE YES	< 12,000 SF FIRE AREA < 5,000 SF FIRE AREA (SEE FIRE BARRIER) NONE YES
CH. 10 1004	MEANS OF EGRESS OCCUPANT LOAD BUSINESS (1 OCC. / 150 GSF) MECH./STOR. (1 OCC. / 300 GSF) EGRESS WIDTH (SEE ALSO 1005.6) COMMON PATH DIRECTION OF SWING TRAVEL DISTANCE NUMBER OF EXITS	10,795 SF (UNIT C / D - INCLUDING MEZ.) 1,050 SF x 1/150 SF 9,745 SF x 1/300 SF 34 x 2 = 6.8" 75' MAX (S OR B) <50 OCCUPANTS 200'-0" MAX (S-1 OR B) 1	34 OCCUPANTS = 7 OCC. = 27 OCC. >6.8" <75'-0" IN EITHER DIRECTION <200'-0" (SEE PLAN)
ENERGY CODE: IECC 2021 PRESCRIPTIVE METHOD - R-VALUE / U-FACTOR		REQ'D / ALLOWED	PROVIDED
CH. 3 TABLE 301.1	SECTION ITEM CLIMATE ZONE	6A	6A
CH. 5 502.2(1)	SECTION ITEM BUILDING ENVELOPE REQUIREMENTS	PRESCRIPTIVE METHOD	< .051 WALL ASSEMBLY R-15 FOUNDATION R-35 ROOF (R-49 @ COLD ROOF)
GENERAL CONTRACTOR: VERITY HOMES ATTN: ARTHUR GOLDAMMER PHONE: (701) 426-0197 EMAIL: arthur@verityhomes.com		CIVIL ENGINEER: SWENSON HAGEN ATTN: LONDON NIEMILLER ADDRESS: 909 BASIN AVE. BISMARCK ND, 58504 PHONE: (701) 223-2600 EMAIL: lnienmiller@swensonhagen.com	ARCHITECT: RHET ARCHITECTURE ATTN: RHET FISKNESS, AIA ADDRESS: 27 11th ST. N. FARGO, ND 58102 PHONE: (701) 715-8232 EMAIL: rhet@rhet-arch.com WEB: WWW.RHET-ARCH.COM

ALTERNATE BID ITEMS:	
PROVIDE ESTIMATED ADDITIONAL ITEMIZED COST FOR EACH OF THE FOLLOWING ITEMS	
ALT. PACKAGE 'A' BLDG. A,B,C,D,E,F ONLY	
A1	POURED CONCRETE FLOOR
A2	INTERIOR FLOOR DRAIN
A3	INTERIOR 12"x36" TRENCH DRAIN
A4	1/2 BATH (W/ SMALL WATER HEATER) - FRAMING/ WIRING/ PLUMBING ROUGH IN/ G.W.B. HANGING (NO TAPING), NO FFE U.O.N. MECH ROOM - FRAMING/ WIRING/ FLOOR DRAIN, G.W.B. HANGING (NO TAPING)
A5	DUCTED OVHD. GAS FORCED AIR UNIT HEATER
A6	AIR CONDITIONING
A7	FULLY FIT UP
A8	- ALL INSULATION (CEILING/WALLS) - WALL FINISH (G.W.B. / LINER PANEL) - 8 OUTLETS - 4 LED CEILING LIGHTS - CEILING FAN PRE-WIRE
ALT. PACKAGE 'B' BLDG. C,D,E ONLY	
B1	OFFICE/MEZZANINE - INCLUDE 3" LIGHTWEIGHT CONCRETE PATIO & WELDED STEEL RAILING (PAINTED) - FINISH OFFICE/BATH TO G.W.B. HANG ONLY
ALT. PACKAGE 'C' BLDG. G ONLY	
C1	12x12 FLUSH PANEL, NO WINDOW, INSULATED REAR OVERHEAD DOOR & OPENER W/ 12'x24' CONCRETE PAD (PRE-SALE ONLY)
C2	YARD STORAGE IN REAR (WITH REAR O.H.D. OPTION ONLY)
ALT. PACKAGE 'D' SITE	
D1	ASPHALT PAVING IN LUE OF CONCRETE (APRON TO CITY STREET TO REMAIN CONCRETE)

DRAWING INDEX	
ARCHITECTURE	
A000	COVER SHEET
A001	SITE PLAN
A002	RENDERINGS
A201	UNITS A & B - FLOOR PLAN, ELEVATIONS
A202	UNITS C & D - FLOOR PLAN, ELEVATIONS
A203	UNITS E & F - FLOOR PLAN, ELEVATIONS
A204	UNITS G - FLOOR PLAN, ELEVATIONS
A401	WINDOW & DOOR TYPES, TYPICAL WALL SECTIONS, TYPICAL DETAILS



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RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
WWW.RHET-ARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

Signature: *Rhet Fiskness*

Date: 10/16/2024 REG. NO.: 1811

PROJECT NAME:
COVE @ LAKEWOOD CONDOS
3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STREET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

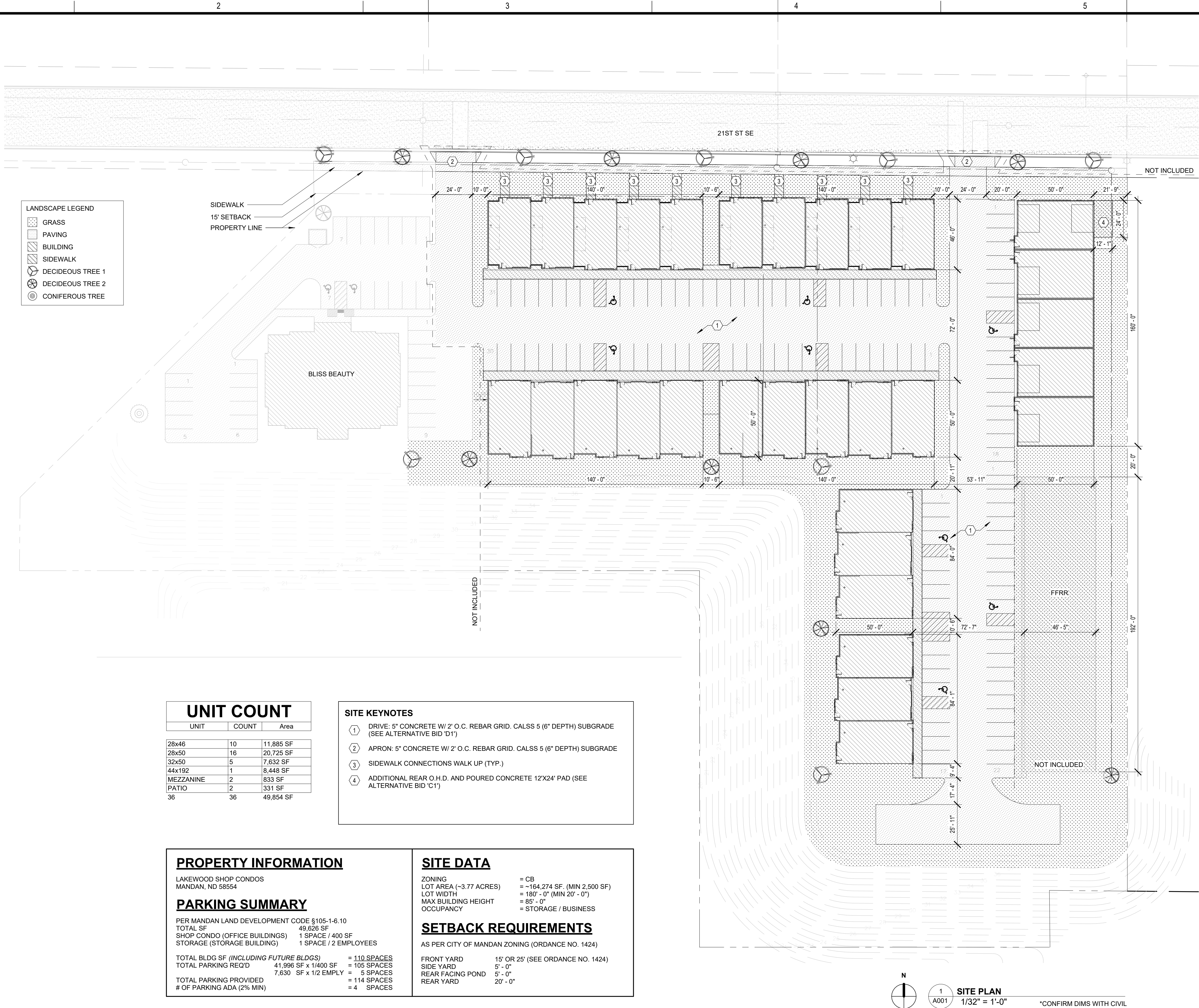
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CHECKED BY: RF
DRAWING TITLE:
COVER SHEET

A000

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Pld Date: 10/16/2024 10:37:05 AM

A
B
C
D



UNIT COUNT		
UNIT	COUNT	Area
28x46	10	11,885 SF
28x50	16	20,725 SF
32x50	5	7,632 SF
44x192	1	8,448 SF
MEZZANINE	2	833 SF
PATIO	2	331 SF
36	36	49,854 SF

SITE KEYNOTES	
1	DRIVE: 5" CONCRETE W/ 2' O.C. REBAR GRID. CALSS 5 (6" DEPTH) SUBGRADE (SEE ALTERNATIVE BID 'D1')
2	APRON: 5" CONCRETE W/ 2' O.C. REBAR GRID. CALSS 5 (6" DEPTH) SUBGRADE
3	SIDEWALK CONNECTIONS WALK UP (TYP.)
4	ADDITIONAL REAR O.H.D. AND POURED CONCRETE 12'X24' PAD (SEE ALTERNATIVE BID 'C1')

PROPERTY INFORMATION		SITE DATA	
LAKEWOOD SHOP CONDOS MANDAN, ND 58554		ZONING	= CB
PARKING SUMMARY		LOT AREA (~3.77 ACRES)	= ~164,274 SF. (MIN 2,500 SF)
PER MANDAN LAND DEVELOPMENT CODE §105-1-6.10		LOT WIDTH	= 180' - 0" (MIN 20' - 0")
TOTAL SF	49,826 SF	MAX BUILDING HEIGHT	= 85' - 0"
SHOP CONDO (OFFICE BUILDINGS)	1 SPACE / 400 SF	OCCUPANCY	= STORAGE / BUSINESS
STORAGE (STORAGE BUILDING)	1 SPACE / 2 EMPLOYEES		
TOTAL BLDG SF (INCLUDING FUTURE BLDGS)		SETBACK REQUIREMENTS	
TOTAL PARKING REQ'D		AS PER CITY OF MANDAN ZONING (ORDANCE NO. 1424)	
TOTAL PARKING PROVIDED		FRONT YARD	15' OR 25' (SEE ORDANCE NO. 1424)
# OF PARKING ADA (2% MIN)		SIDE YARD	5' - 0"
		REAR FACING POND	5' - 0"
		REAR YARD	20' - 0"

N
1 SITE PLAN
A001 1/32" = 1'-0"
*CONFIRM DIMS WITH CIVIL

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RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
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3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

CONSTRUCTION DOCUMENTS		10/16/2024
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A001

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BUILDINGS A & B - FOR ARTISTIC PURPOSES ONLY



BUILDINGS C & D - FOR ARTISTIC PURPOSES ONLY



BUILDINGS E & F - FOR ARTISTIC PURPOSES ONLY



BUILDINGS G - FOR ARTISTIC PURPOSES ONLY



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RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
WWW.RHET-ARCH.COM

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Signature: *Rhet Fitness*

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3100 N 14TH STEET
BISMARCK, ND 58503
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CHECKED BY:	RF
DRAWING TITLE:	RENDERINGS

A002

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Pld Date: 10/16/2024 10:37:13 AM

GENERAL PLAN NOTES:

- ALL INTERIOR WALLS TO BE 2x4 WOOD STUD WALL TYPE 'W3' UNLESS OTHERWISE NOTED.
- EXTERIOR WALLS ARE DIMENSIONED TO FACE OF EXTERIOR SHEATHING.
- REINFORCEMENT SHALL BE PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS AND SHOWER SEATS AT WATER CLOSETS, BATHTUBS, AND SHOWER COMPARTMENTS.
- CENTERLINE OF WATER CLOSETS SHALL BE 18" FROM THE SIDEWALL FACE OF G.W.B. AND/OR ADJACENT CABINET.
- PROVIDE SOUND BATT INSULATION @ PARTY WALLS BETWEEN UNITS, @ BATHROOM AND @ OFFICE WALLS.
- ALL DOORS TO MEET MIN. FLOOR CLEARANCE, SEE A001
- ALL O.H.D.'S TO FEATURE WIRED DOOR OPENER
- PLUMBING CONTRACTOR TO PROVIDE FLOOR DRAIN TO FUTURE MECHANICAL ROOM. SEE FLOOR PLANS
- EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
- EXTERIOR CLOSED CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, CLOSED TOP CANOPY.
- EXTERIOR OPEN SHAD CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, SUNSHADE.

MATERIAL LEGEND

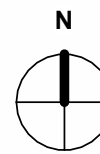
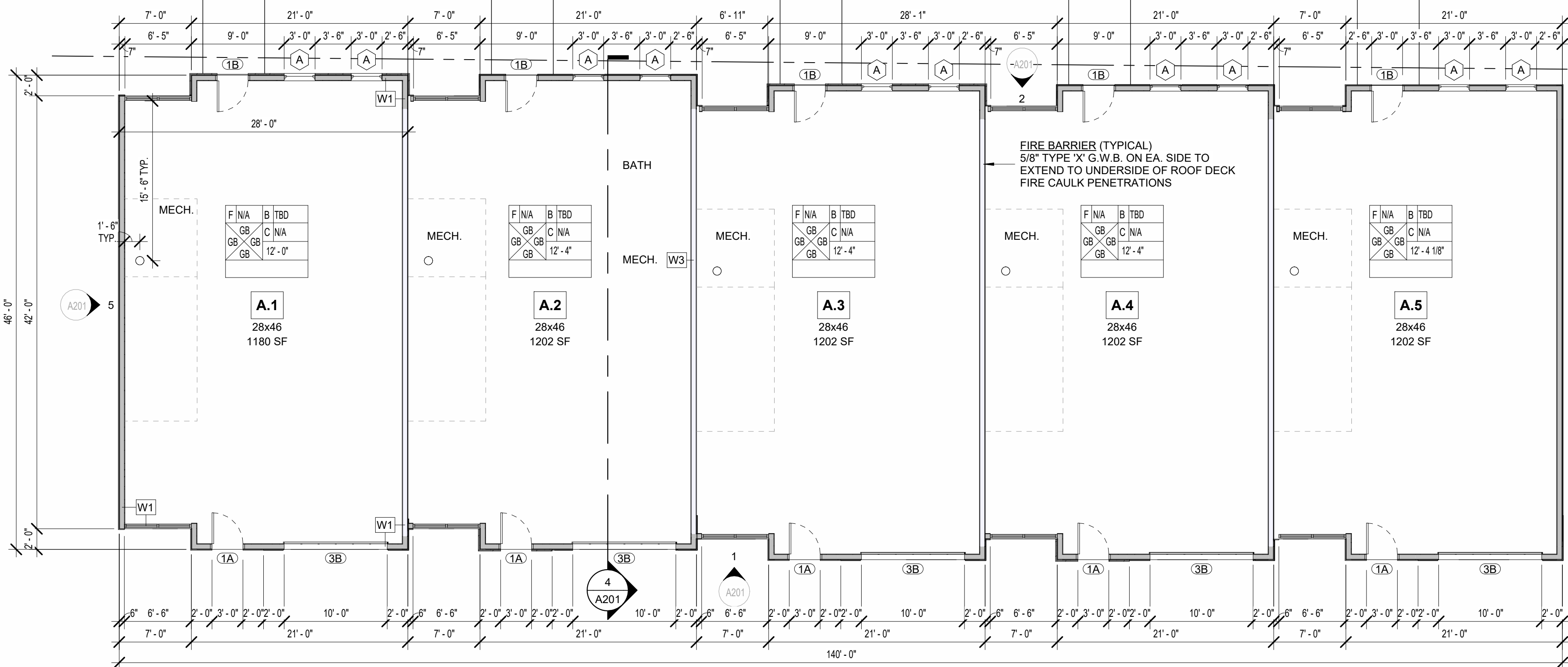
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6
- 6 MTL-1 METAL SALES
BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
- 7 MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

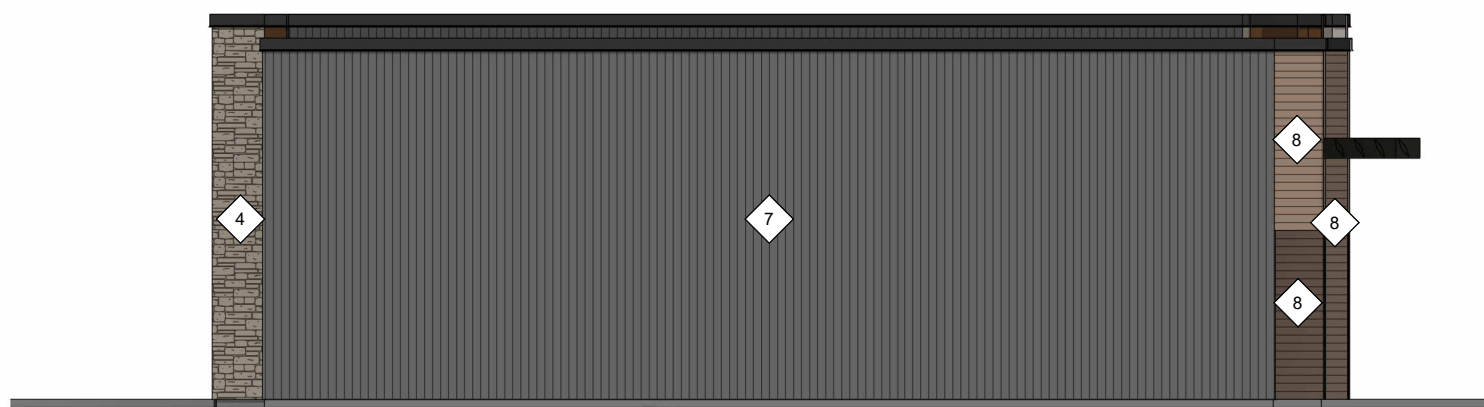
USE	MATERIAL	COLOR:
FLAT ROOF	EPDM/TPO	BLACK/WHITE
SLOPED ROOF	PREFIN. MTL.	BRONZE
FASCIA	PREFIN. MTL.	BRONZE
SOFFIT	PREFIN. MTL.	BRONZE
FRIEZE	PREFIN. MTL.	BRONZE
PARAPET CAP	PREFIN. MTL.	BRONZE
GUTTER	PREFIN. MTL.	MATCH ADJ.
DOWNSPOUT	PREFIN. MTL.	BRONZE
O.H.D.	PREFIN. MTL.	BRONZE
GLASS O.H.D.	ALUM.	BRONZE
WINDOW	FIBERGLASS	BRONZE
CANOPY	PREFIN. MTL.	BRONZE
BRACKETS	FIBERGLASS	SMOKED BIRCH
H.M. DOOR	PRE-FIN. MTL.	BRONZE
STAND. SEAM	PRE-FIN. MTL.	BRONZE

MECHANICAL / ELECTRICAL

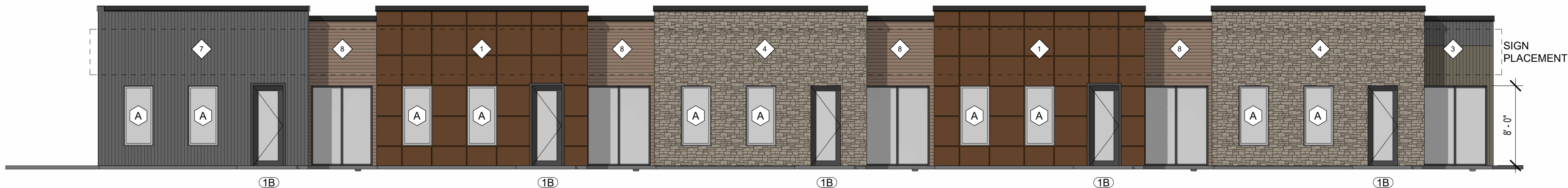
- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



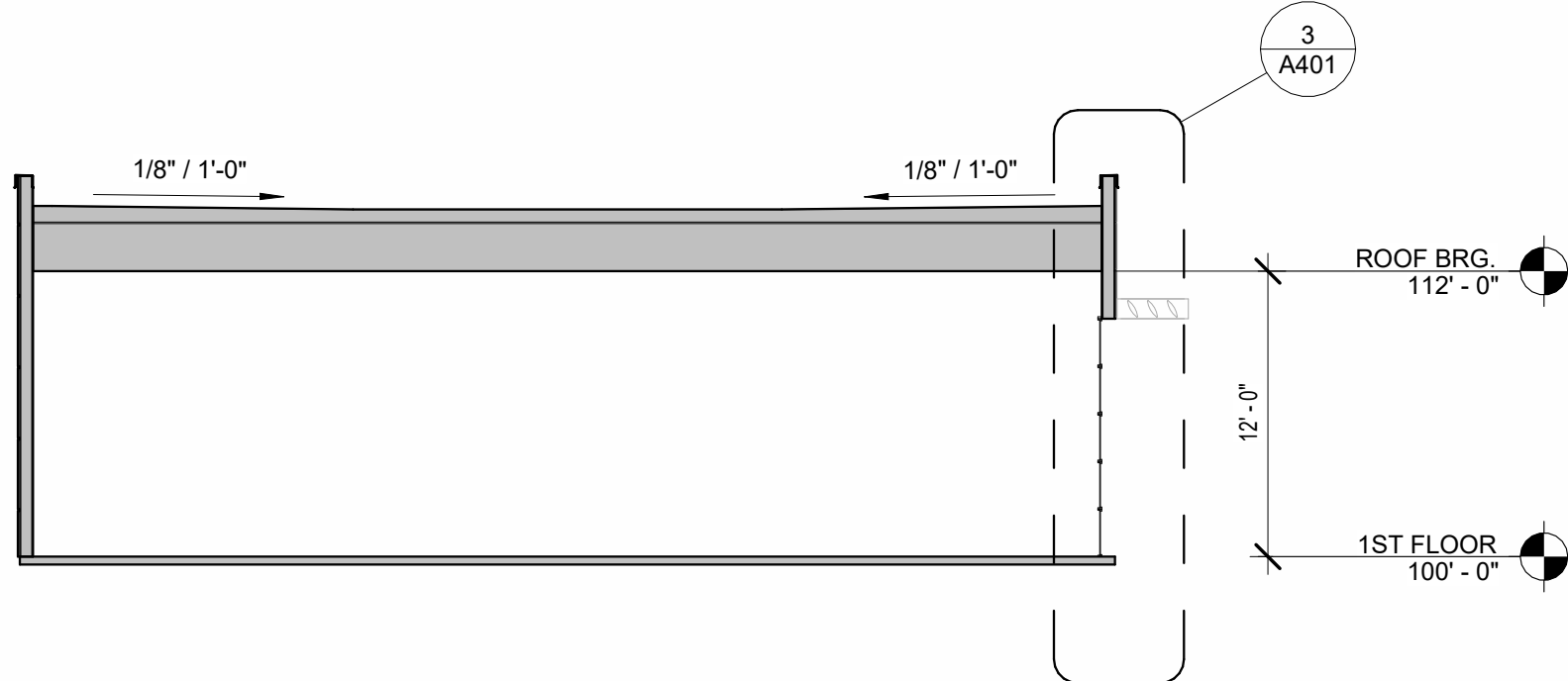
3 A UNITS - 1ST FLOOR
1/8" = 1'-0"



5 A & B UNITS - SIDE ELEVATION
1/8" = 1'-0"



2 A & B UNITS - REAR ELEVATION
1/8" = 1'-0"



4 A & B UNITS - BUILDING SECTION
1/8" = 1'-0"



1 A & B UNITS - FRONT ELEVATION
1/8" = 1'-0"

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27 11th ST. N. FARGO, ND 58102
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Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:

COVE @ LAKEWOOD
CONDOS

3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:

VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503

PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
	REVISION SCHEDULE	

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS A & B - FLOOR
PLAN, ELEVATIONS

A201

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:20 AM

- GENERAL PLAN NOTES:**
- ALL INTERIOR WALLS TO BE 2x4 WOOD STUD WALL TYPE 'W3' UNLESS OTHERWISE NOTED.
 - EXTERIOR WALLS ARE DIMENSIONED TO FACE OF EXTERIOR SHEATHING.
 - REINFORCEMENT SHALL BE PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS AND SHOWER SEATS AT WATER CLOSETS, BATHTUBS, AND SHOWER COMPARTMENTS.
 - CENTERLINE OF WATER CLOSETS SHALL BE 18" FROM THE SIDEWALL FACE OF G.W.B. AND/OR ADJACENT CABINET.
 - PROVIDE SOUND BATT INSULATION @ PARTY WALLS BETWEEN UNITS, @ BATHROOM AND @ OFFICE WALLS.
 - ALL DOORS TO MEET MIN. FLOOR CLEARANCE, SEE A001
 - ALL O.H.D.'S TO FEATURE WIRED DOOR OPENER
 - PLUMBING CONTRACTOR TO PROVIDE FLOOR DRAIN TO FUTURE MECHANICAL ROOM. SEE FLOOR PLANS
 - EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
 - EXTERIOR CLOSED CANOPY TO BE METAL W/ POWDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, CLOSED TOP CANOPY.
 - EXTERIOR OPEN SHAD CANOPY TO BE METAL W/ POWDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, SUNSHADE.

MATERIAL LEGEND

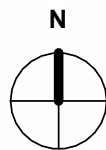
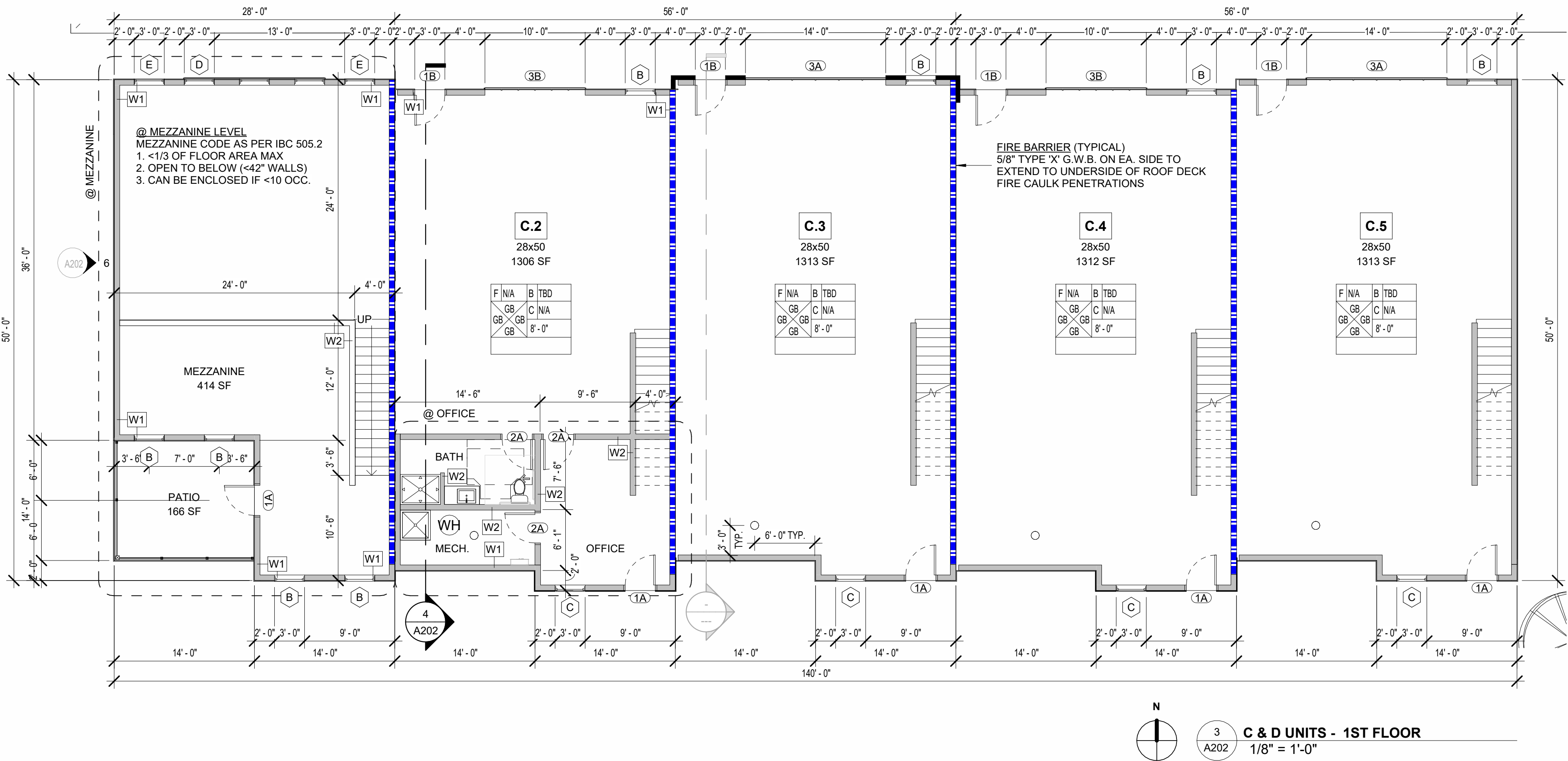
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6
- 6 MTL-1 METAL SALES
BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
- 7 MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

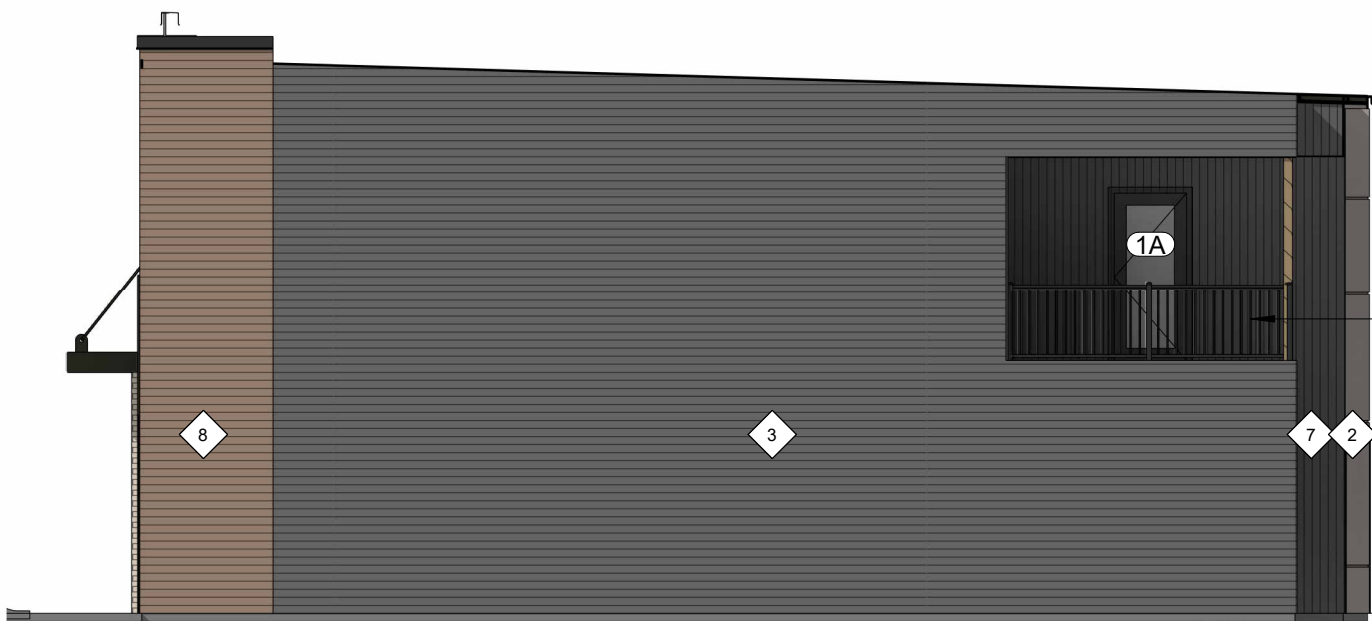
- USE** **MATERIAL** **COLOR:**
- FLAT ROOF EPDM/TPO BLACK/WHITE
- SLOPED ROOF PREFIN. MTL. BRONZE
- FASCIA PREFIN. MTL. BRONZE
- SOFFIT PREFIN. MTL. BRONZE
- FRIEZE PREFIN. MTL. BRONZE
- PARAPET CAP PREFIN. MTL. MATCH ADJ.
- GUTTER PREFIN. MTL. BRONZE
- DOWNSPOUT PREFIN. MTL. BRONZE
- O.H.D. PREFIN. MTL. BRONZE
- GLASS O.H.D. ALUM. BRONZE
- WINDOW FIBERGLASS BRONZE
- CANOPY PREFIN. MTL. BRONZE
- BRACKET FIBERGLASS SMOKED BIRCH
- H.M. DOOR PRE-FIN. MTL. BRONZE
- STAND. SEAM PRE-FIN. MTL. BRONZE

MECHANICAL / ELECTRICAL

- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



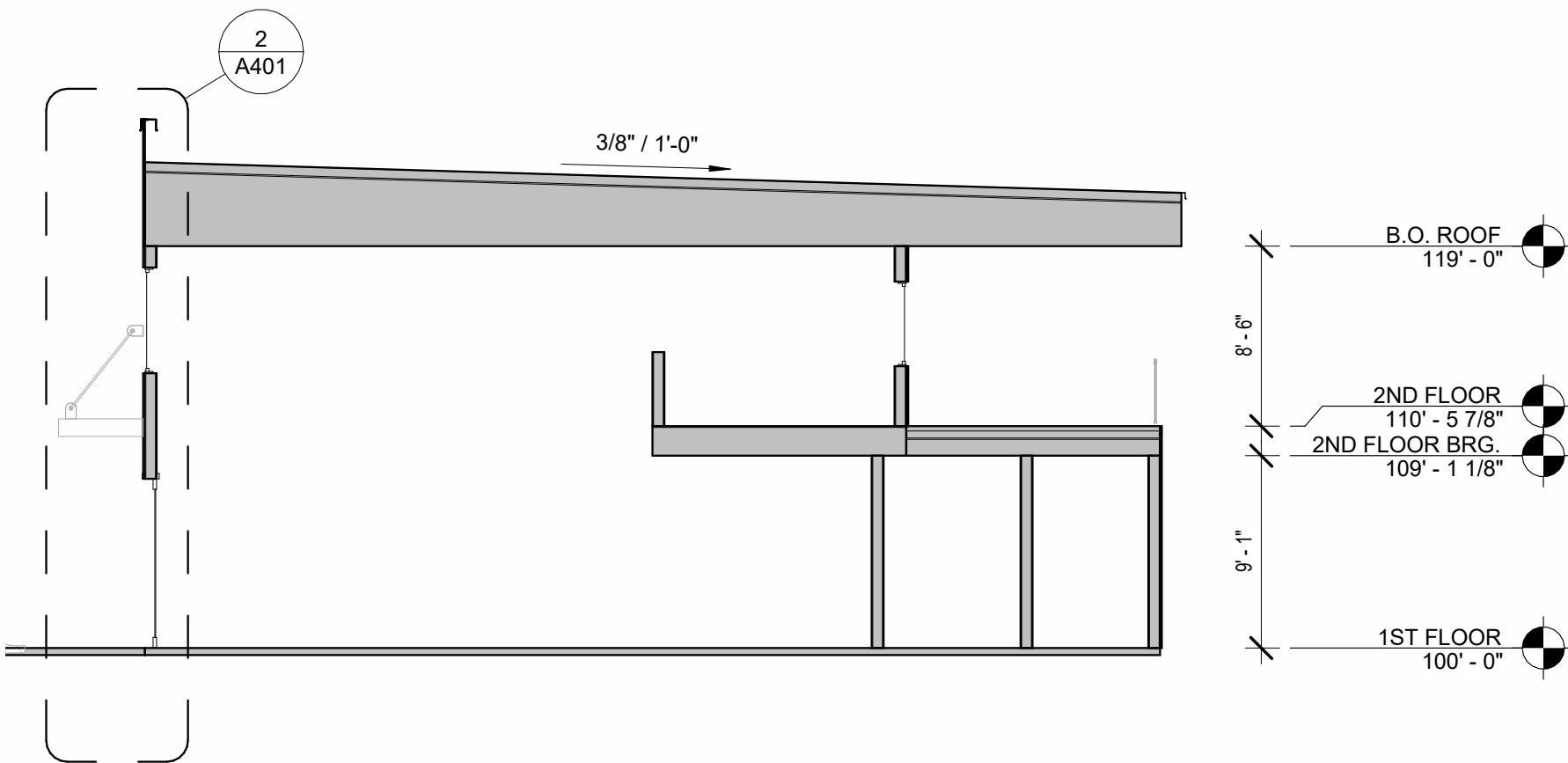
3 C & D UNITS - 1ST FLOOR
A202 1/8" = 1'-0"



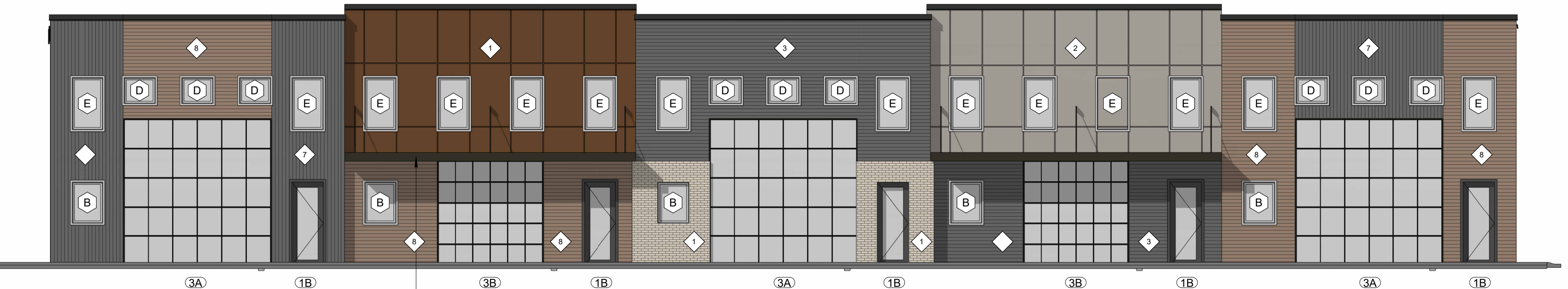
6 C & D UNITS - BUILDING SECTION
A202 1/8" = 1'-0"



2 C & D UNITS - REAR ELEVATION
A202 1/8" = 1'-0"



4 C & D UNITS - BUILDING SECTION
A202 1/8" = 1'-0"



1 C & D UNITS - FRONT ELEVATIONS
A202 1/8" = 1'-0"

RHET
ARCHITECTURE

RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
WWW.RHET-ARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:
COVE @ LAKEWOOD CONDOS
3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS C & D - FLOOR PLAN, ELEVATIONS

A202

GENERAL PLAN NOTES:

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- ALL O.H.D.'S TO FEATURE WIRED DOOR OPENER
- PLUMBING CONTRACTOR TO PROVIDE FLOOR DRAIN TO FUTURE MECHANICAL ROOM. SEE FLOOR PLANS
- EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
- EXTERIOR CLOSED CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, CLOSED TOP CANOPY.
- EXTERIOR OPEN SHAD CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, SUNSHADE.

MATERIAL LEGEND

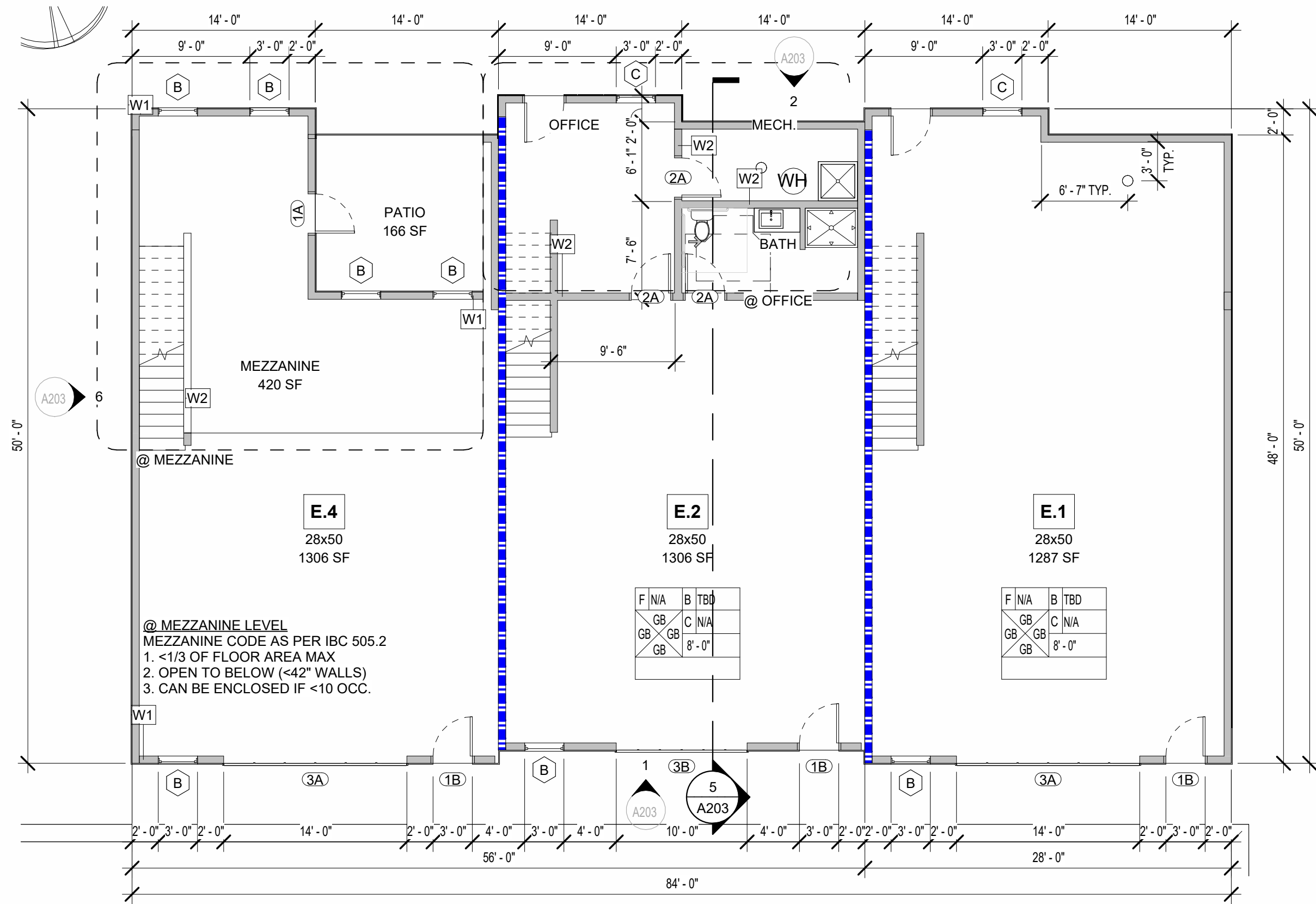
- EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6
- MTL-1 METAL SALES
SPEC: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
- MTL-1 METAL SALES
SPEC: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- WD-1 MAC METAL ARCHITECTURAL
SPEC: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

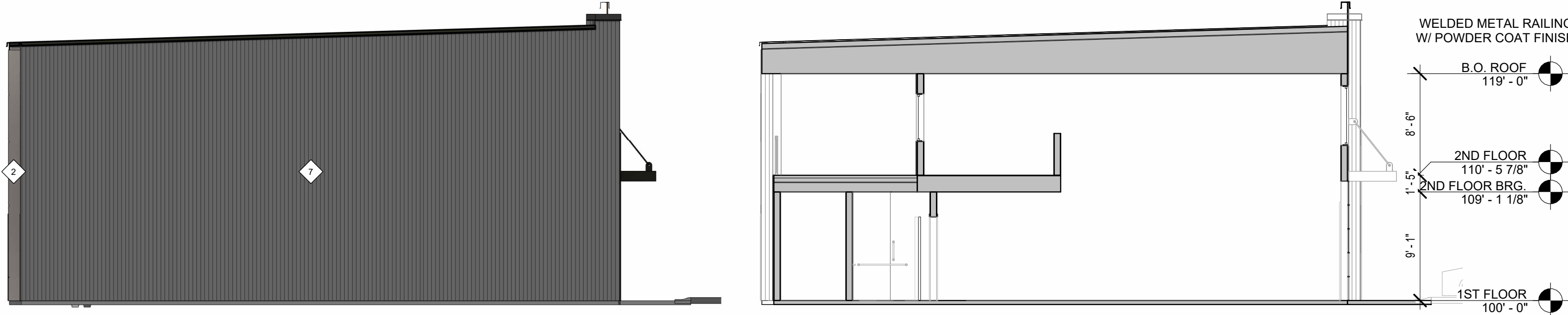
- USE MATERIAL COLOR:
FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. BRONZE
GUTTER PREFIN. MTL. MATCH ADJ.
DOWNSPOUT PREFIN. MTL. BRONZE
O.H.D. PREFIN. MTL. BRONZE
GLASS O.H.D. ALUM. BRONZE
WINDOW FIBERGLASS BRONZE
CANOPY PREFIN. MTL. BRONZE
BRACKETS FIBERGLASS SMOKED BIRCH
H.M. DOOR PRE-FIN. MTL. BRONZE
STAND. SEAM PRE-FIN. MTL. BRONZE

MECHANICAL / ELECTRICAL

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- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT

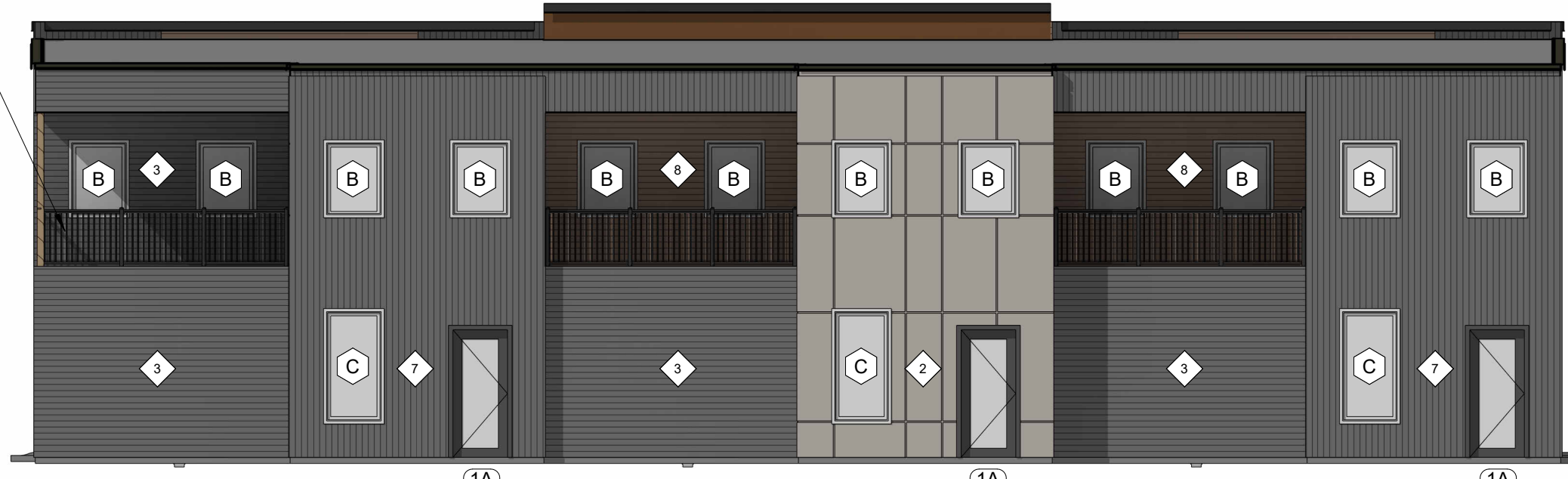


3 E & F UNITS - 1ST FLOOR
1/8" = 1'-0"



6 E & F UNITS - SIDE ELEVATION
1/8" = 1'-0"

5 E & F UNITS - BUILDING SECTION
1/8" = 1'-0"



2 E & F UNITS - REAR ELEVATION
1/8" = 1'-0"



4 F UNITS - FRONT ELEVATION
1/8" = 1'-0"



1 E UNITS - FRONT ELEVATION
1/8" = 1'-0"

RHET
ARCHITECTURE

RHET ARCHITECTURE
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701.715.8232
WWW.RHET-ARCH.COM

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Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:
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3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
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REVISION SCHEDULE	

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS E & F - FLOOR PLAN, ELEVATIONS

A203

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T1\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:32 AM

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MATERIAL LEGEND

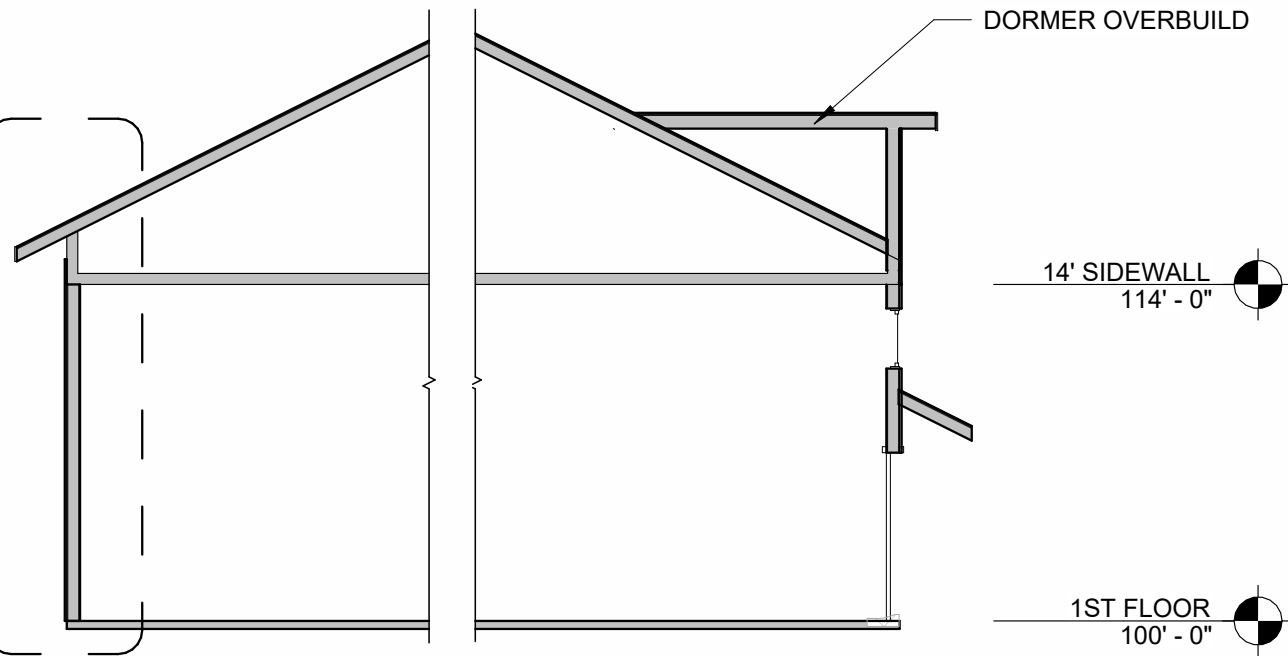
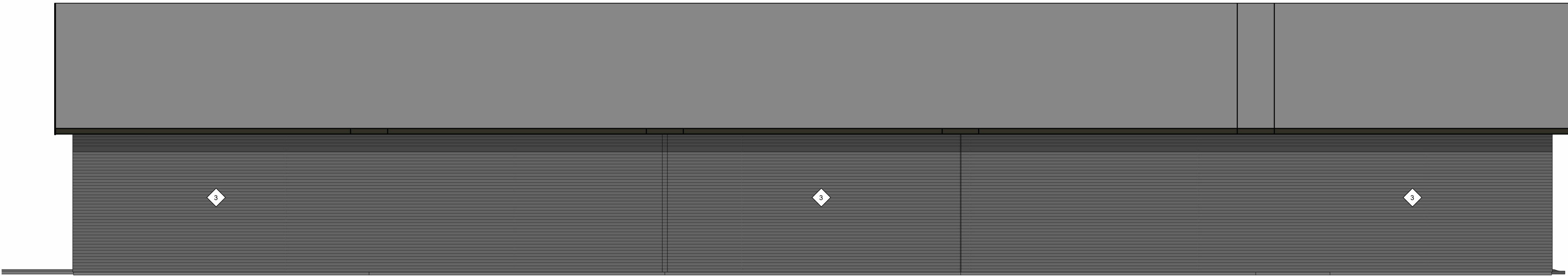
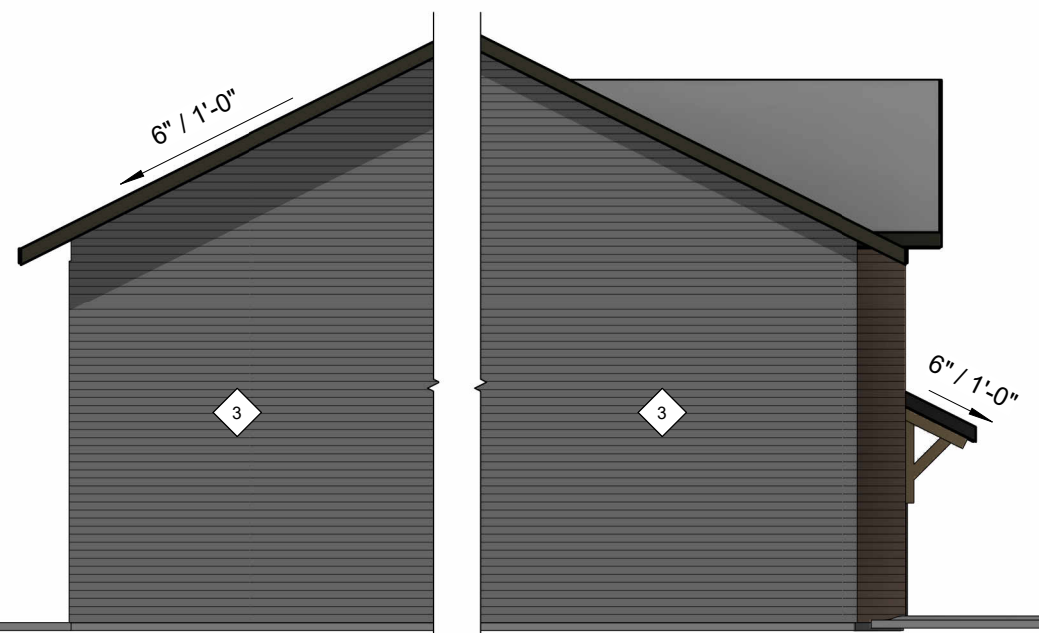
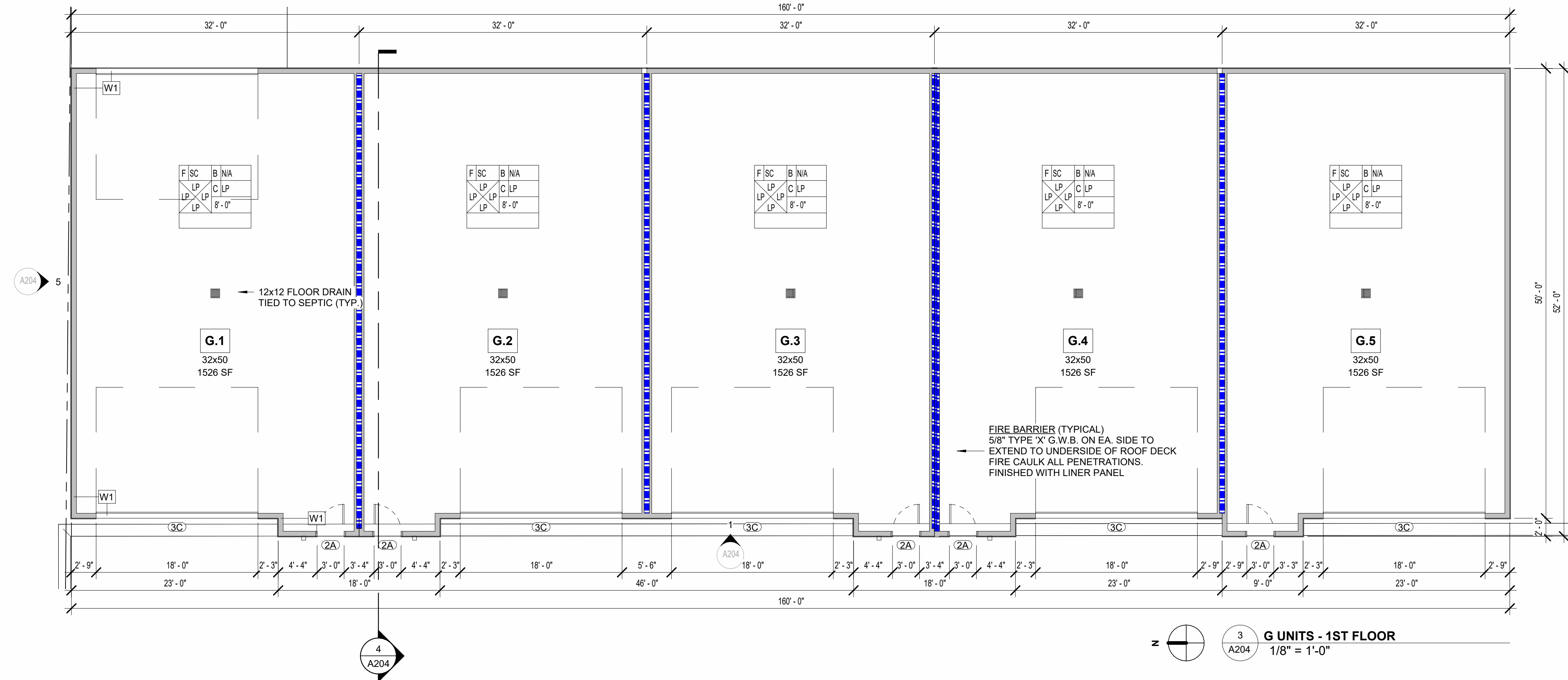
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
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BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6
- 6 MTL-1 METAL SALES
BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
- 7 MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

- USE MATERIAL COLOR:**
- FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. BRONZE
GUTTER PREFIN. MTL. MATCH ADJ.
DOWNSPOUT PREFIN. MTL. BRONZE
O.H.D. PREFIN. MTL. BRONZE
GLASS O.H.D. ALUM. BRONZE
WINDOW FIBERGLASS BRONZE
CANOPY PREFIN. MTL. BRONZE
BRACKETS FIBERGLASS SMOKED BIRCH
H.M. DOOR PRE-FIN. MTL. BRONZE
STAND. SEAM PRE-FIN. MTL. BRONZE

MECHANICAL / ELECTRICAL

- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



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701.715.8232
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Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:
COVE @ LAKEWOOD CONDOS
3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

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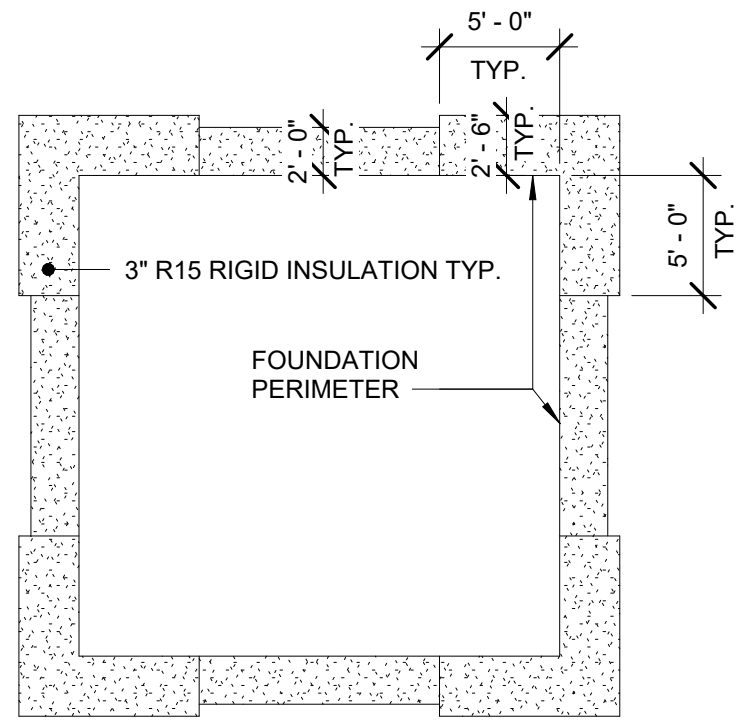
PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS G - FLOOR PLAN, ELEVATIONS

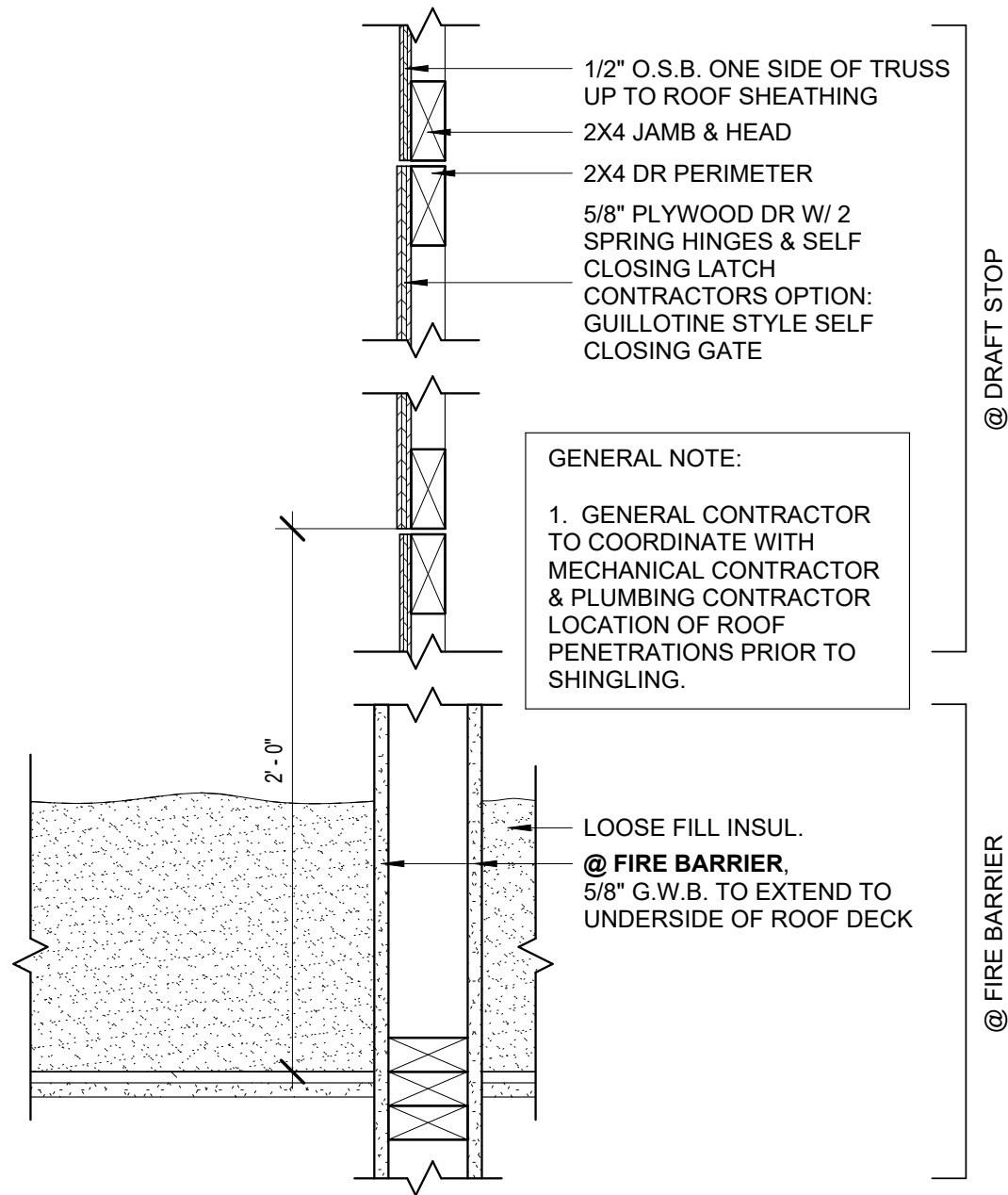
A204

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\TTL\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:38 AM

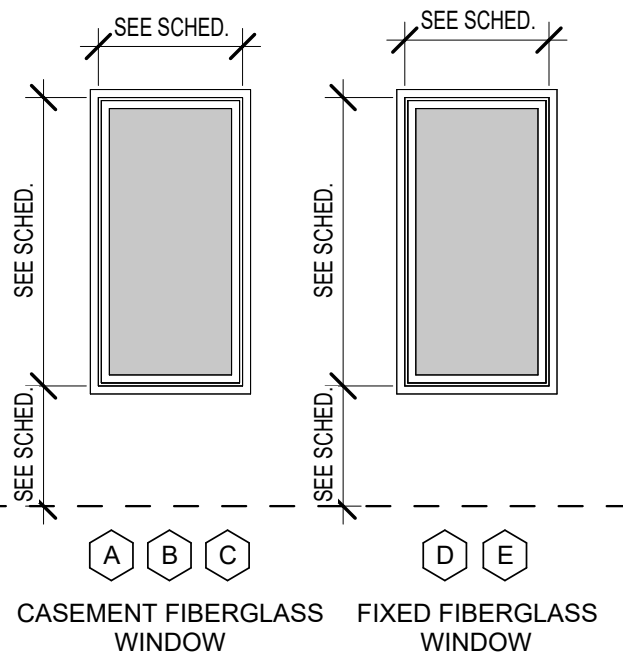
7 TYPICAL FOUNDATION INSULATION DIAGRAM
1/8" = 1'-0"



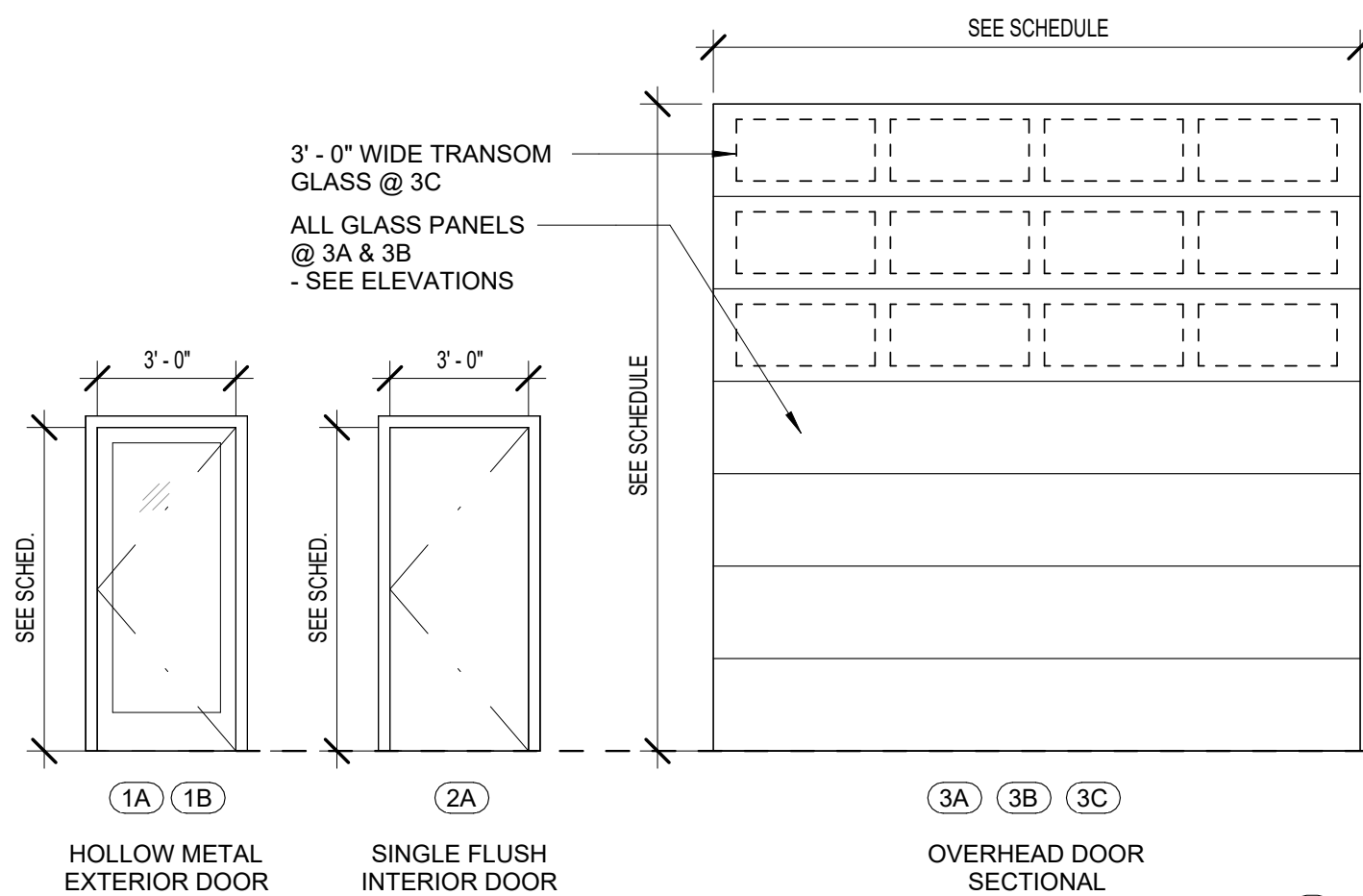
5 SECTION @ DRAFT STOP DOOR & FIRE BARRIER
1 1/2" = 1'-0"



4 G UNITS - WALL SECTION
1/2" = 1'-0"



1 WINDOW & DOOR TYPES
1/4" = 1'-0"



FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. SHALL COMPLY WITH COMPLIANCE WITH §309

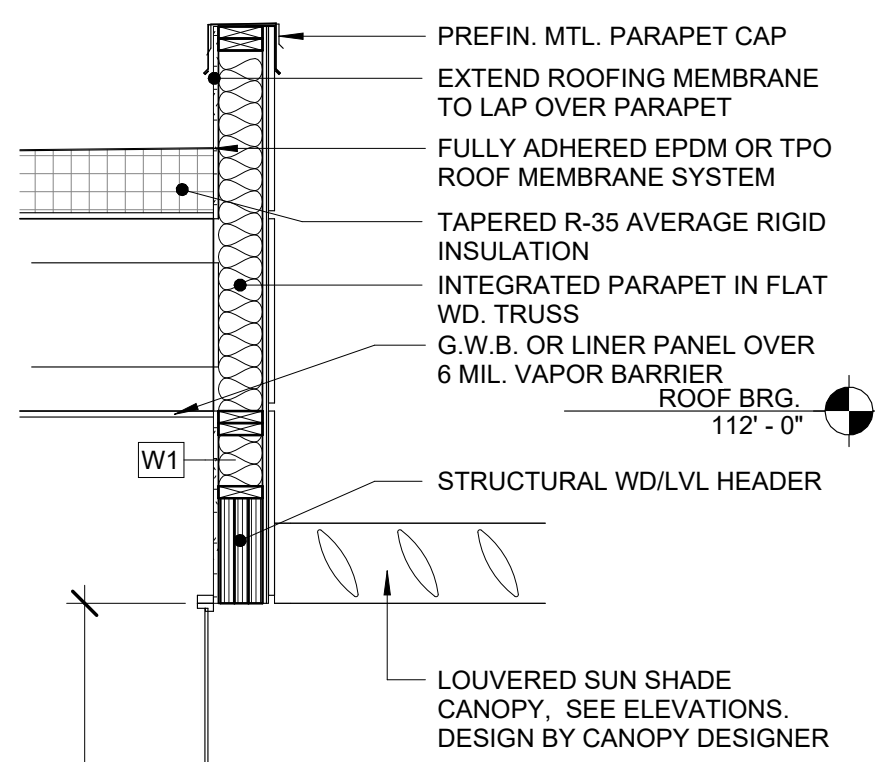
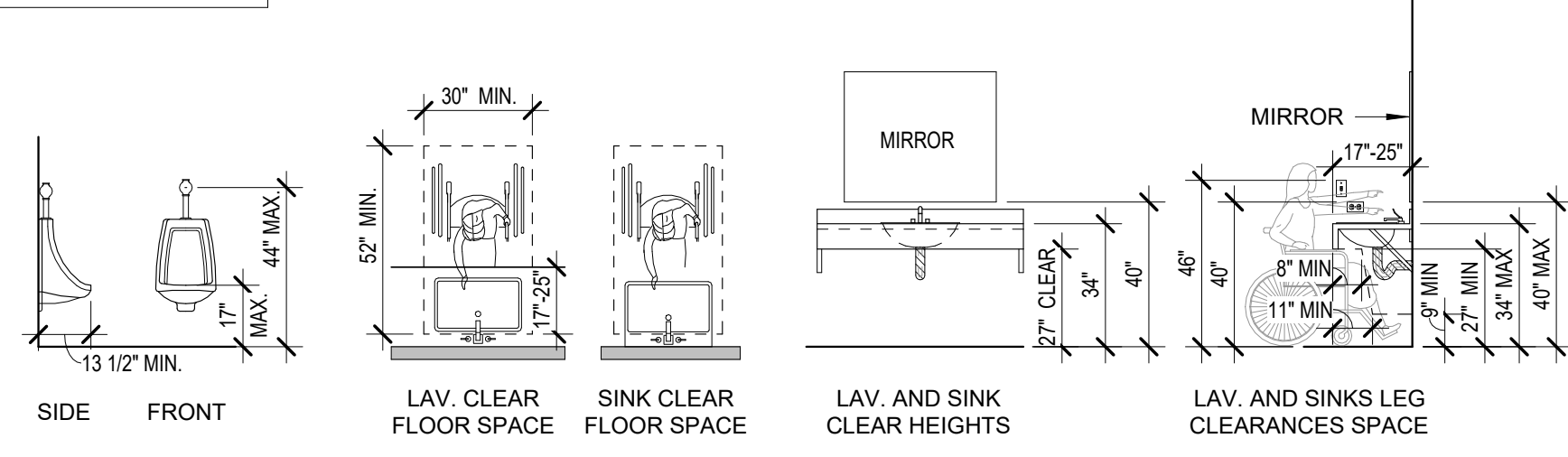
NOTE: OUTLET OF DISPENSER SHALL BE IN HATCHED AREA

NOTE: 1 1/4" - 2" Ø GRAB BAR

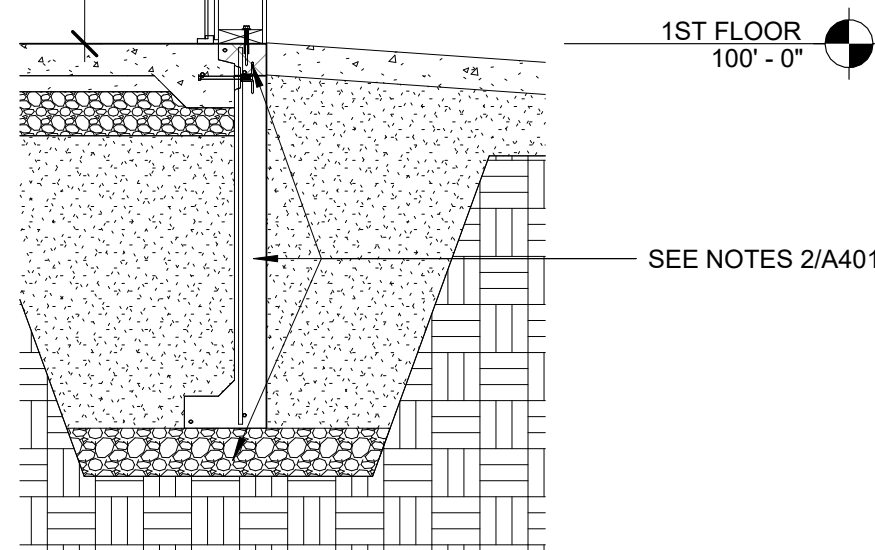
NOTE: SEE §604.7.1 EXC. 1 WHEN USING TOILET PAPER DISPENSER THAT HOLDS MULTIPLE ROLLS

WATER SUPPLY/DRAIN PIPES UNDER LAV. OR SINKS SHALL BE PROTECTED AGAINST CONTACT. NO SHARP OR ABRASIVE SURFACES UNDER LAV. AND SINKS.

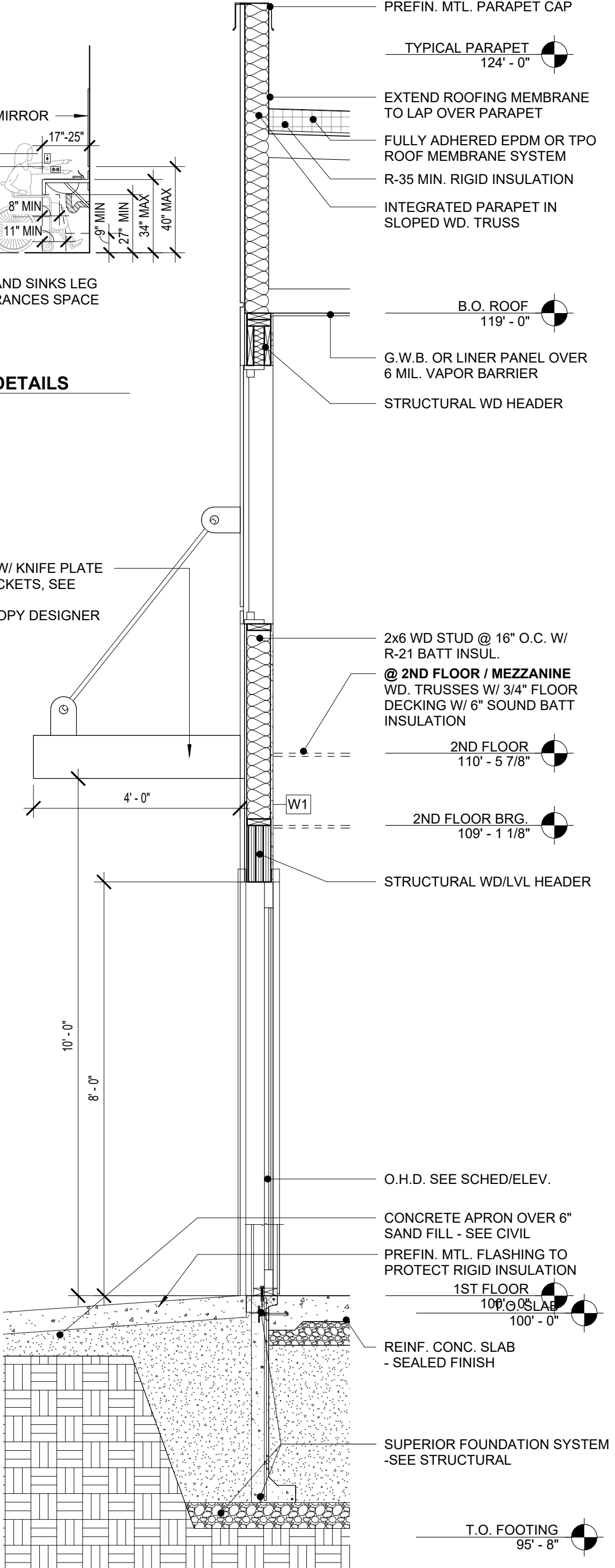
6 ADA BATHROOM DETAILS
1/4" = 1'-0"



3 A/B UNITS - WALL SECTION
1/2" = 1'-0"



2 C/D & E/F UNITS - WALL SECTION
1/2" = 1'-0"



RHET
ARCHITECTURE

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PROJECT NO:	24-117401
DRAWN BY:	DN
CHECKED BY:	RF

DRAWING TITLE:
WINDOW & DOOR TYPES, TYPICAL WALL SECTIONS, TYPICAL DETAILS

A401

A



B



C

File Location: W:\PROJECTS\24-11740-1-Verity-Lakewood Shop Condos\REV\T\Lakewood Shop Condos (24-11740-1).rvt
Pld Date: 10/16/2024 10:37:02 AM

D

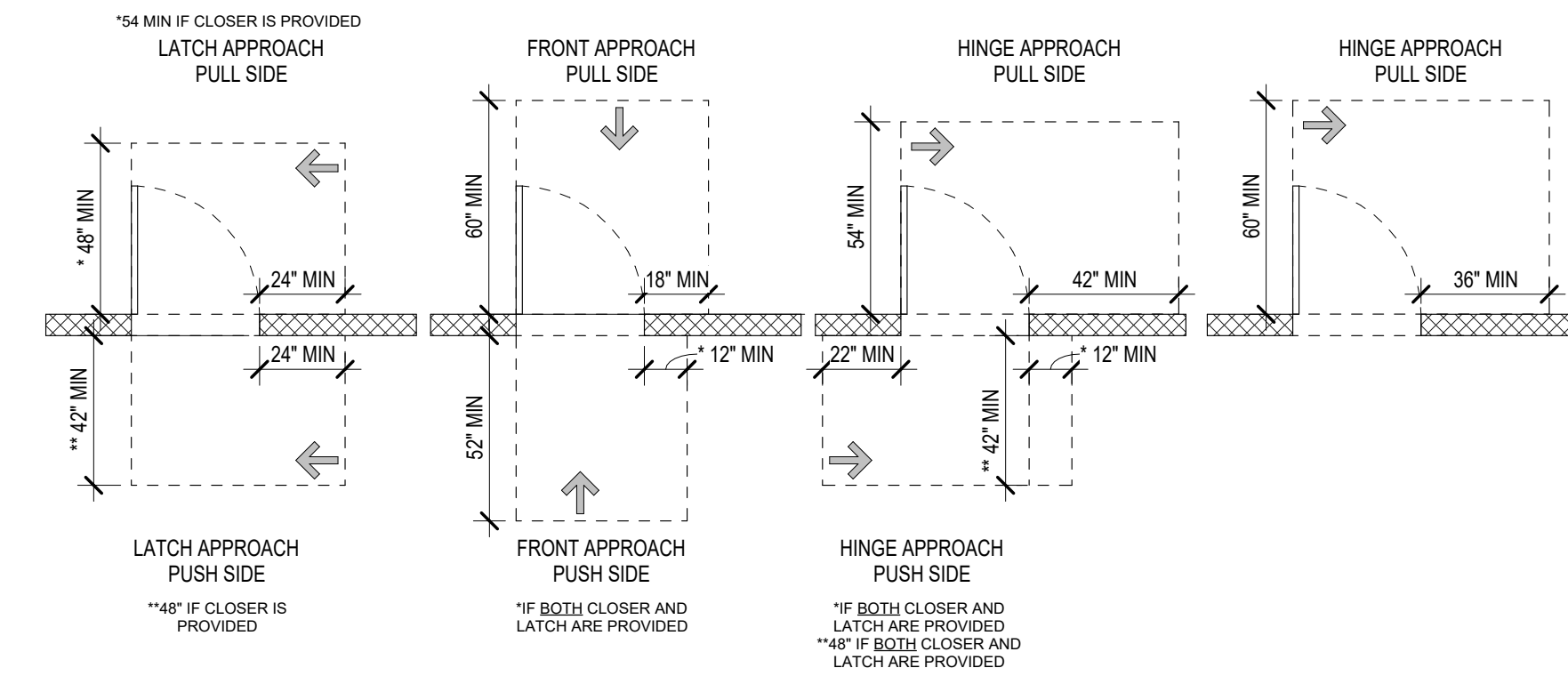
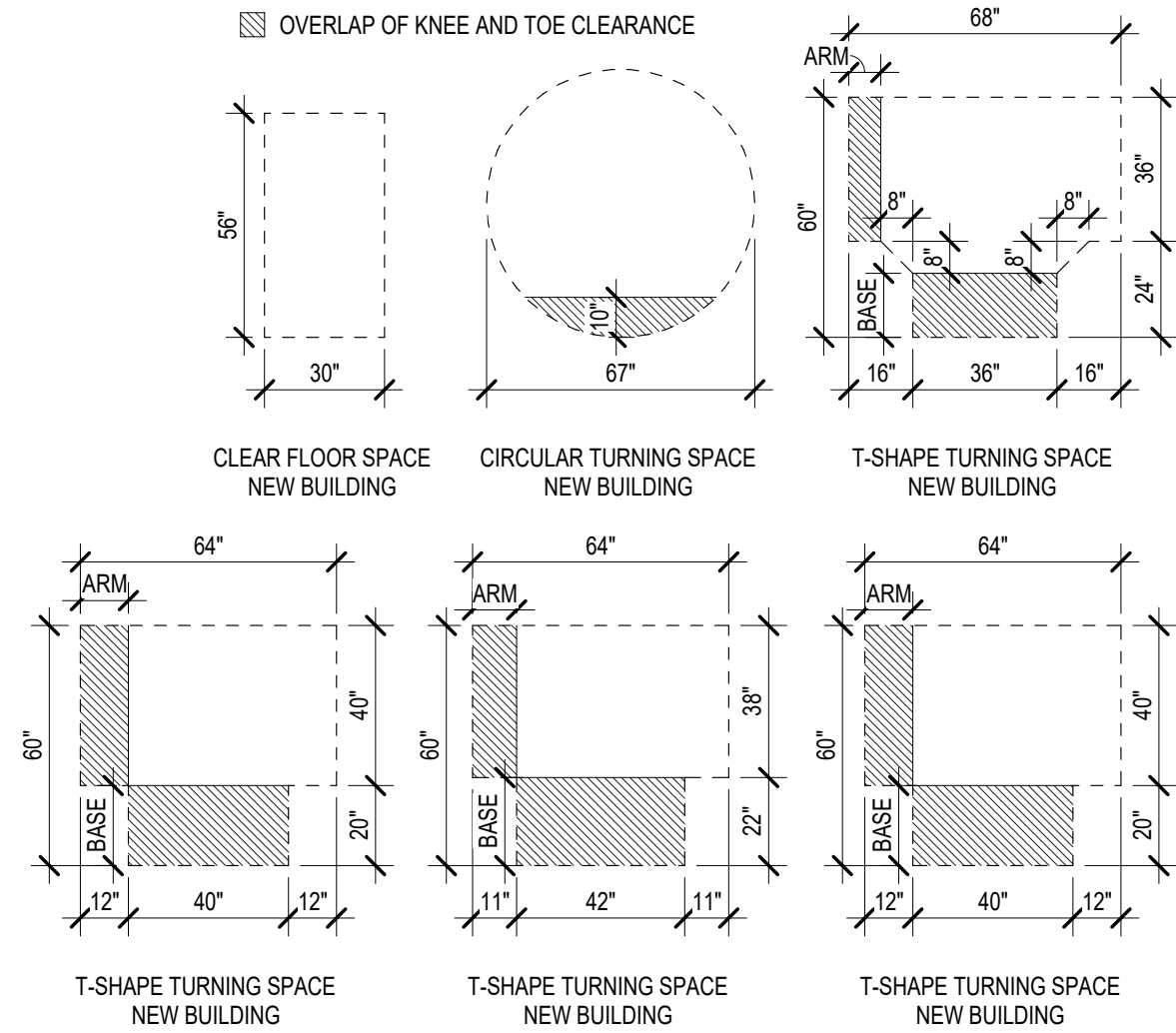
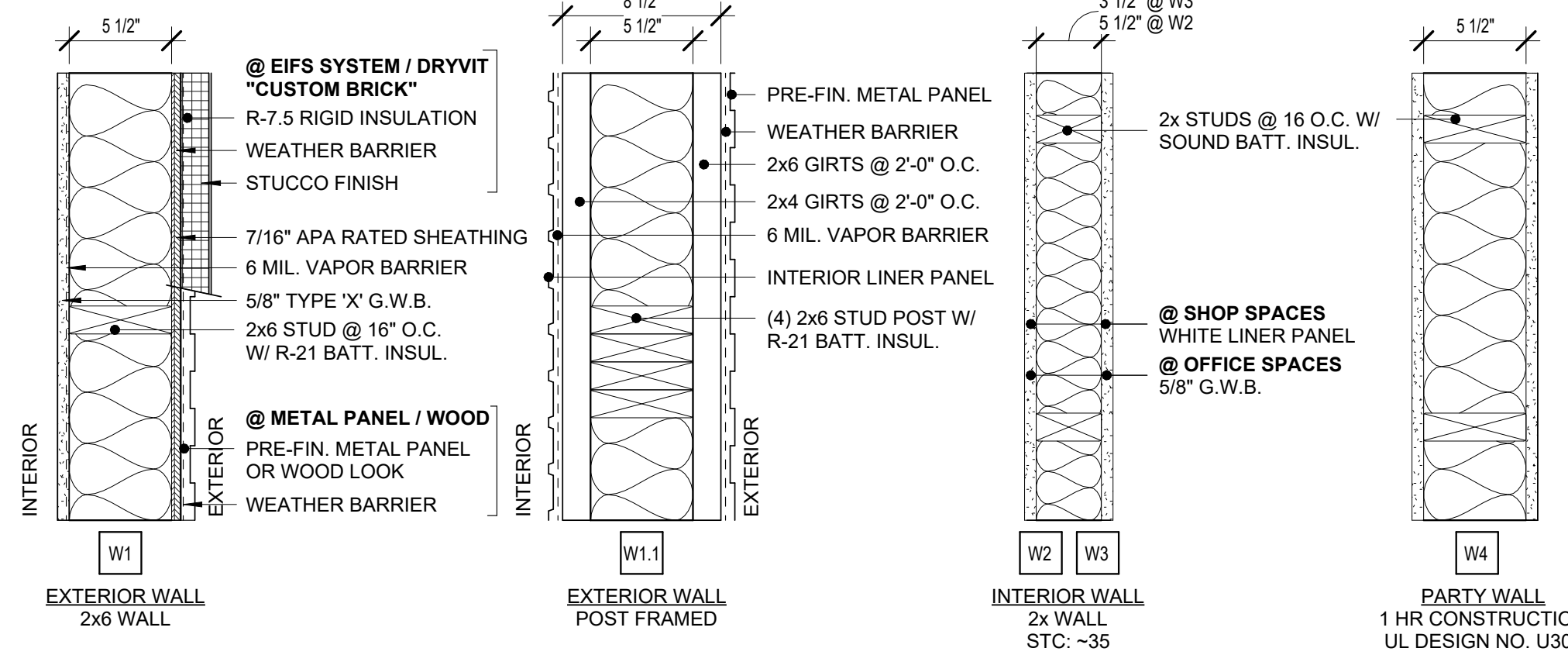
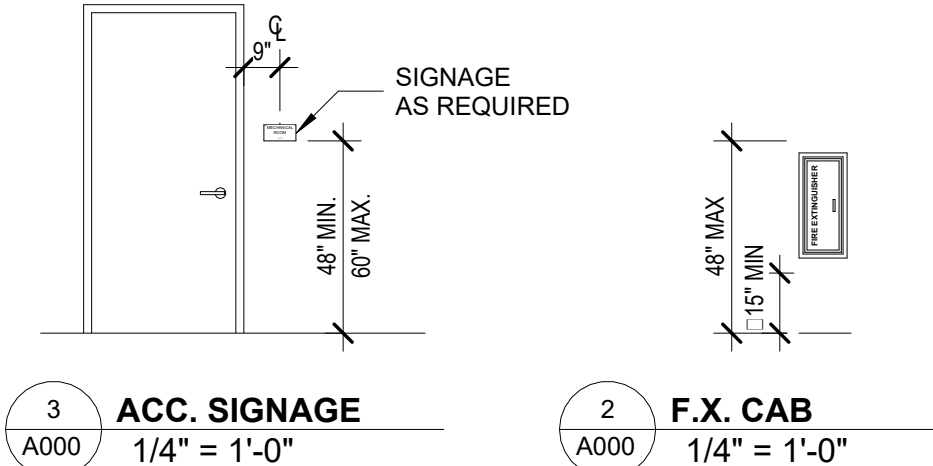
LAKEWOOD SHOP CONDO

MANDAN NORTH DAKOTA

BUILDING CODE DATA:		PROJECT	
BUILDING CODE: IBC 2021		REQ'D / ALLOWED	PROVIDED
CH. 3 308.5	SECTION ITEM OCCUPANCY CLASSIFICATION AND USE	B BUSINESS S-1 STORAGE	B BUSINESS S-1 STORAGE
CH. 5 TABLE 506.2 506.2.2 506.3.3 504.3 504.4 508.4	GENERAL HEIGHT & AREAS ALLOWABLE AREA (A _a) MIXED OCC. BLDGS A _a = [A _i + (NS x I _i)] AREA INCREASE FACTOR (I _i) HEIGHT ABOVE GRADE PLANE STORIES SEPARATION OF OCCUPANCY	9,000 (S1) [9,000 + (9,000 x .75)] = 15,750 SF I _i = 100% (.75 AREA INCREASE) 40' (S-1) 1 STORY 0 HR (S-1/S-1), 0 HR (S-1/B), 0 HR (B/B)	4,092 SF (SMALLEST) 10,795 SF (LARGEST - INCLUDES MEZZANINE) <40' 1 STORY 0 HR
CH. 6 TABLE 601	TYPE OF CONSTRUCTION FIRE RATING OF BLDG ELEMENTS STRUCTURAL FRAME BEARING WALLS EXTERIOR INTERIOR NON-BEARING WALLS FLOOR CONSTRUCTION ROOF CONSTRUCTION	VB 0 HR 0 HR 0 HR 0 HR 0 HR 0 HR	VB 0 HR 0 HR 0 HR 0 HR 0 HR 0 HR
CH. 7 05 706 707 708 718.4	FIRE RESISTIVE RATED CONSTRUCTION EXTERIOR WALLS FIRE WALLS FIRE BARRIERS FIRE PARTITIONS DRAFT STOPPING IN ATTIC	0 HR N/A 1 HR 1 HR YES 3,000 SF MAX	0 HR N/A 1 HR 1 HR YES > 3,000 SF
CH. 9 903.2.9 903.2.9.4 903.3.1.1 908.7	FIRE PROTECTION SYSTEMS FIRE AREA - SPRINKLER COMMERCIAL VEHICLE STORAGE AUTOMATIC SPRINKLER SYSTEM CARBON MONOXIDE ALARMS	YES, IF > 12,000 SF FIRE AREA / BLDG. YES, IF > 5,000 SF FIRE AREA / BLDG. NONE YES	< 12,000 SF FIRE AREA < 5,000 SF FIRE AREA (SEE FIRE BARRIER) NONE YES
CH. 10 1004	MEANS OF EGRESS OCCUPANT LOAD BUSINESS (1 OCC. / 150 GSF) MECH./STOR. (1 OCC. / 300 GSF) EGRESS WIDTH (SEE ALSO 1005.6) COMMON PATH DIRECTION OF SWING TRAVEL DISTANCE NUMBER OF EXITS	10,795 SF (UNIT C / D - INCLUDING MEZ.) 1,050 SF x 1/150 SF 9,745 SF x 1/300 SF 34 x 2 = 6.8" 75" MAX (S OR B) <50 OCCUPANTS 200'-0" MAX (S-1 OR B) 1	34 OCCUPANTS = 7 OCC. = 27 OCC. >6.8" <75'-0" IN EITHER DIRECTION <200'-0" (SEE PLAN)
ENERGY CODE: IECC 2021 PRESCRIPTIVE METHOD - R-VALUE / U-FACTOR		REQ'D / ALLOWED	PROVIDED
CH. 3 TABLE 301.1	SECTION ITEM CLIMATE ZONE	6A	6A
CH. 5 502.2(1)	SECTION ITEM BUILDING ENVELOPE REQUIREMENTS	PRESCRIPTIVE METHOD	< .051 WALL ASSEMBLY R-15 FOUNDATION R-35 ROOF (R-49 @ COLD ROOF)
GENERAL CONTRACTOR: VERITY HOMES ATTN: ARTHUR GOLDAMMER PHONE: (701) 426-0197 EMAIL: arthur@verityhomes.com		CIVIL ENGINEER: SWENSON HAGEN ATTN: LONDON NIEMILLER ADDRESS: 909 BASIN AVE. BISMARCK ND, 58504 PHONE: (701) 223-2600 EMAIL: lnienmiller@swensonhagen.com	ARCHITECT: RHET ARCHITECTURE ATTN: RHET FISKNESS, AIA ADDRESS: 27 11th ST. N. FARGO, ND 58102 PHONE: (701) 715-8232 EMAIL: rhet@rhet-arch.com WEB: WWW.RHET-ARCH.COM

ALTERNATE BID ITEMS:	
PROVIDE ESTIMATED ADDITIONAL ITEMIZED COST FOR EACH OF THE FOLLOWING ITEMS	
ALT. PACKAGE 'A' BLDG. A,B,C,D,E,F ONLY	
A1	POURED CONCRETE FLOOR
A2	INTERIOR FLOOR DRAIN
A3	INTERIOR 12"x36" TRENCH DRAIN
A4	1/2 BATH (W/ SMALL WATER HEATER) - FRAMING/ WIRING/ PLUMBING ROUGH IN/ G.W.B. HANGING (NO TAPING), NO FFE U.O.N. MECH ROOM - FRAMING/ WIRING/ FLOOR DRAIN, G.W.B. HANGING (NO TAPING)
A5	DUCTED OVHD. GAS FORCED AIR UNIT HEATER
A6	AIR CONDITIONING
A7	FULLY FIT UP
A8	- ALL INSULATION (CEILING/WALLS) - WALL FINISH (G.W.B. / LINER PANEL) - 8 OUTLETS - 4 LED CEILING LIGHTS - CEILING FAN PRE-WIRE
ALT. PACKAGE 'B' BLDG. C,D,E ONLY	
B1	OFFICE/MEZZANINE - INCLUDE 3" LIGHTWEIGHT CONCRETE PATIO & WELDED STEEL RAILING (PAINTED) - FINISH OFFICE/BATH TO G.W.B. HANG ONLY
ALT. PACKAGE 'C' BLDG. G ONLY	
C1	12x12 FLUSH PANEL, NO WINDOW, INSULATED REAR OVERHEAD DOOR & OPENER W/ 12'x24' CONCRETE PAD (PRE-SALE ONLY)
C2	YARD STORAGE IN REAR (WITH REAR O.H.D. OPTION ONLY)
ALT. PACKAGE 'D' SITE	
D1	ASPHALT PAVING IN LUE OF CONCRETE (APRON TO CITY STREET TO REMAIN CONCRETE)

DRAWING INDEX	
ARCHITECTURE	
A000	COVER SHEET
A001	SITE PLAN
A002	RENDERINGS
A201	UNITS A & B - FLOOR PLAN, ELEVATIONS
A202	UNITS C & D - FLOOR PLAN, ELEVATIONS
A203	UNITS E & F - FLOOR PLAN, ELEVATIONS
A204	UNITS G - FLOOR PLAN, ELEVATIONS
A401	WINDOW & DOOR TYPES, TYPICAL WALL SECTIONS, TYPICAL DETAILS



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RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
WWW.RHET-ARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

Signature: *Rhet Fiskness*

Date: 10/16/2024 REG. NO.: 1811

PROJECT NAME:
COVE @ LAKEWOOD CONDOS
3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STREET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

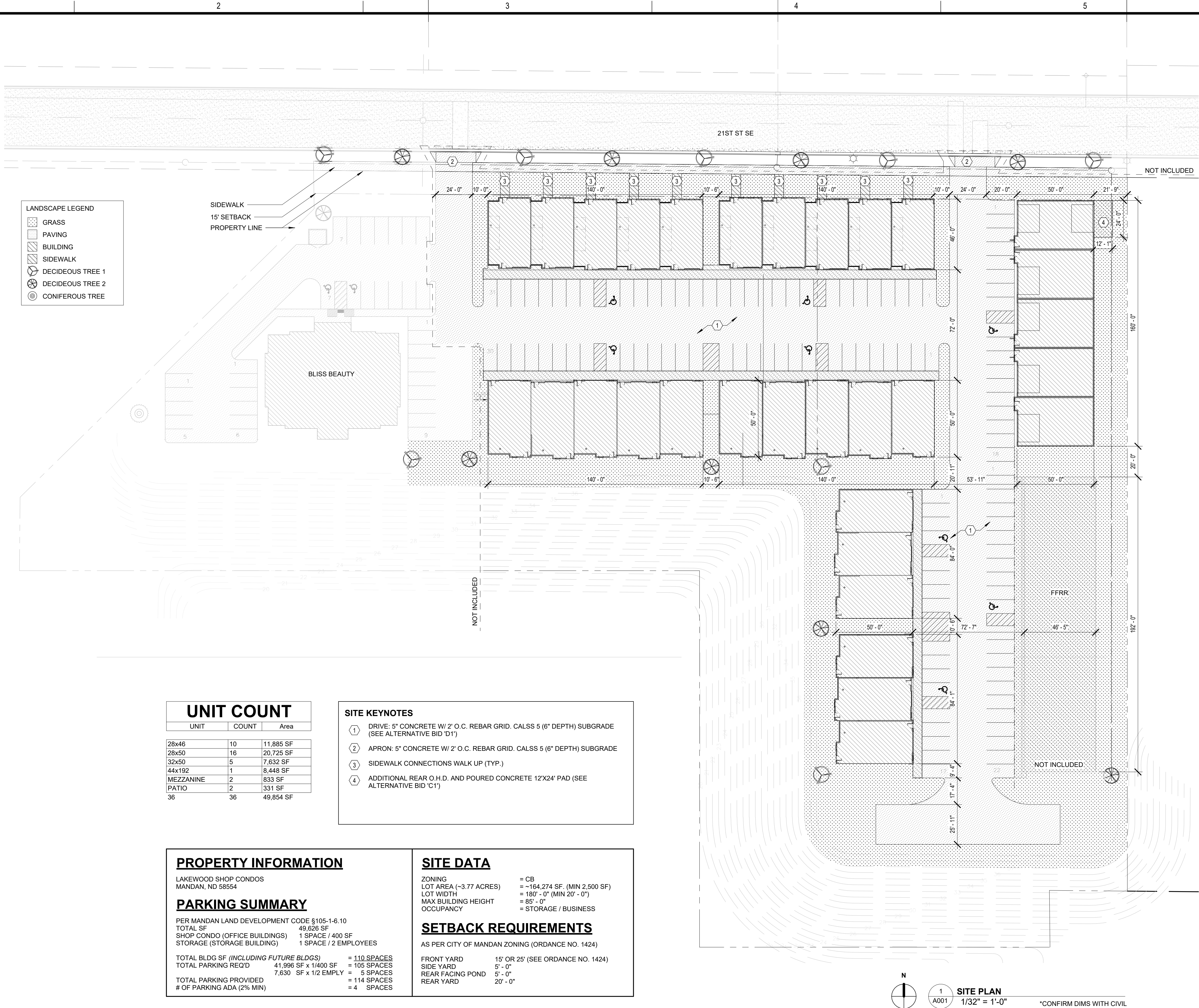
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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF
DRAWING TITLE:
COVER SHEET

A000

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\TTL\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:05 AM

A
B
C
D



LANDSCAPE LEGEND	
	GRASS
	PAVING
	BUILDING
	SIDEWALK
	DECIDUOUS TREE 1
	DECIDUOUS TREE 2
	CONIFEROUS TREE

UNIT COUNT		
UNIT	COUNT	Area
28x46	10	11,885 SF
28x50	16	20,725 SF
32x50	5	7,632 SF
44x192	1	8,448 SF
MEZZANINE	2	833 SF
PATIO	2	331 SF
36	36	49,854 SF

- SITE KEYNOTES**
- 1 DRIVE: 5" CONCRETE W/ 2' O.C. REBAR GRID. CALSS 5 (6" DEPTH) SUBGRADE (SEE ALTERNATIVE BID 'D1')
 - 2 APRON: 5" CONCRETE W/ 2' O.C. REBAR GRID. CALSS 5 (6" DEPTH) SUBGRADE
 - 3 SIDEWALK CONNECTIONS WALK UP (TYP.)
 - 4 ADDITIONAL REAR O.H.D. AND POURED CONCRETE 12'X24' PAD (SEE ALTERNATIVE BID 'C1')

PROPERTY INFORMATION		SITE DATA	
LAKEWOOD SHOP CONDOS MANDAN, ND 58554		ZONING	= CB
PARKING SUMMARY		LOT AREA (~3.77 ACRES)	= ~164,274 SF. (MIN 2,500 SF)
PER MANDAN LAND DEVELOPMENT CODE §105-1-6.10		LOT WIDTH	= 180' - 0" (MIN 20' - 0")
TOTAL SF		MAX BUILDING HEIGHT	= 85' - 0"
SHOP CONDO (OFFICE BUILDINGS)		OCCUPANCY	= STORAGE / BUSINESS
STORAGE (STORAGE BUILDING)			
TOTAL BLDG SF (INCLUDING FUTURE BLDGS)			
TOTAL PARKING REQ'D			
TOTAL PARKING PROVIDED			
# OF PARKING ADA (2% MIN)			
		SETBACK REQUIREMENTS	
		AS PER CITY OF MANDAN ZONING (ORDANCE NO. 1424)	
		FRONT YARD	15' OR 25' (SEE ORDANCE NO. 1424)
		SIDE YARD	5' - 0"
		REAR FACING POND	5' - 0"
		REAR YARD	20' - 0"

N
1
A001
SITE PLAN
1/32" = 1'-0"
*CONFIRM DIMS WITH CIVIL

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WWW.RHET-ARCH.COM

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PROJECT NO:	24-117401
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CHECKED BY:	RF
DRAWING TITLE:	SITE PLAN

A001

A



BUILDINGS A & B - FOR ARTISTIC PURPOSES ONLY

B



BUILDINGS C & D - FOR ARTISTIC PURPOSES ONLY

C



BUILDINGS E & F - FOR ARTISTIC PURPOSES ONLY

D



BUILDINGS G - FOR ARTISTIC PURPOSES ONLY



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PROJECT NO:	24-117401
DRAWN BY:	DN
CHECKED BY:	RF
DRAWING TITLE:	RENDERINGS

A002

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T\1\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:13 AM

GENERAL PLAN NOTES:

- ALL INTERIOR WALLS TO BE 2x4 WOOD STUD WALL TYPE 'W3' UNLESS OTHERWISE NOTED.
- EXTERIOR WALLS ARE DIMENSIONED TO FACE OF EXTERIOR SHEATHING.
- REINFORCEMENT SHALL BE PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS AND SHOWER SEATS AT WATER CLOSETS, BATHTUBS, AND SHOWER COMPARTMENTS.
- CENTERLINE OF WATER CLOSETS SHALL BE 18" FROM THE SIDEWALL FACE OF G.W.B. AND/OR ADJACENT CABINET.
- PROVIDE SOUND BATT INSULATION @ PARTY WALLS BETWEEN UNITS, @ BATHROOM AND @ OFFICE WALLS.
- ALL DOORS TO MEET MIN. FLOOR CLEARANCE, SEE A001
- ALL O.H.D.'S TO FEATURE WIRED DOOR OPENER
- PLUMBING CONTRACTOR TO PROVIDE FLOOR DRAIN TO FUTURE MECHANICAL ROOM. SEE FLOOR PLANS
- EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
- EXTERIOR CLOSED CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, CLOSED TOP CANOPY.
- EXTERIOR OPEN SHAD CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, SUNSHADE.

MATERIAL LEGEND

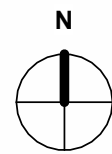
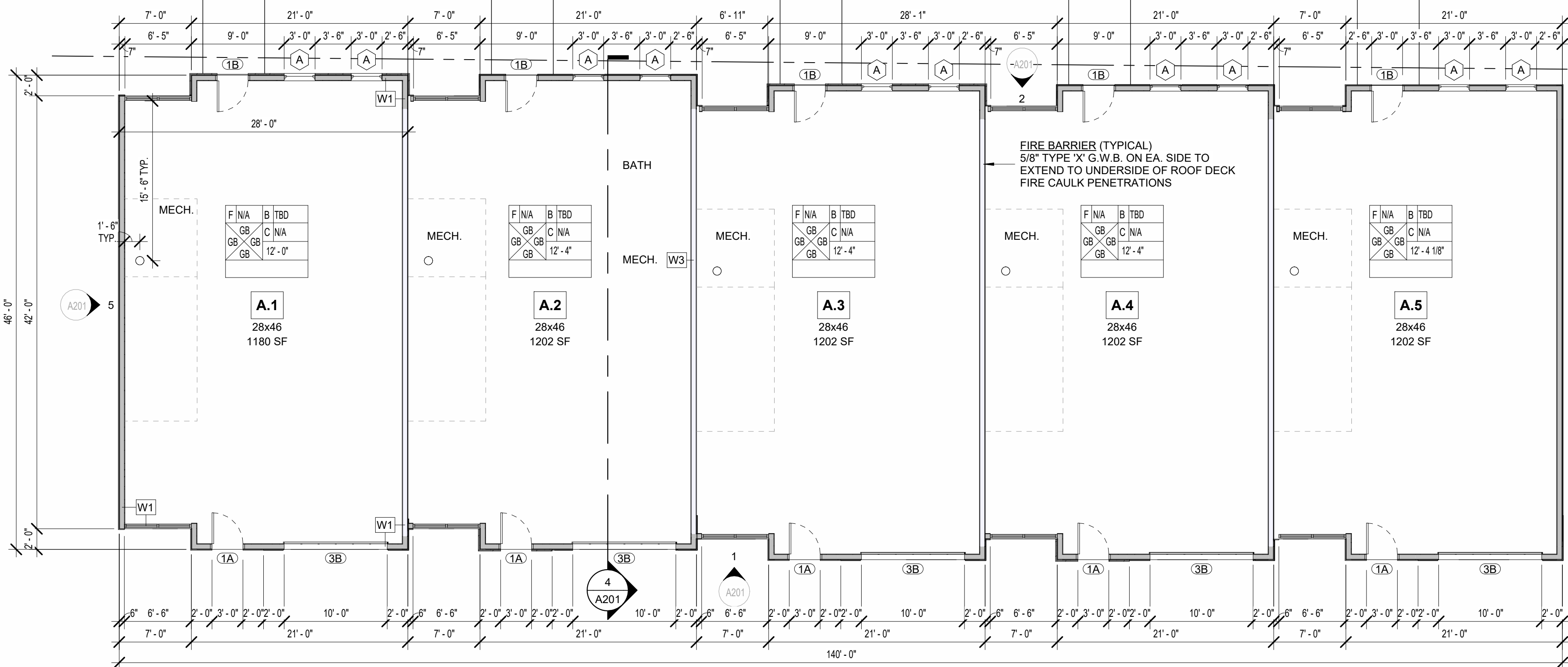
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6
- 6 MTL-1 METAL SALES
BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
- 7 MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

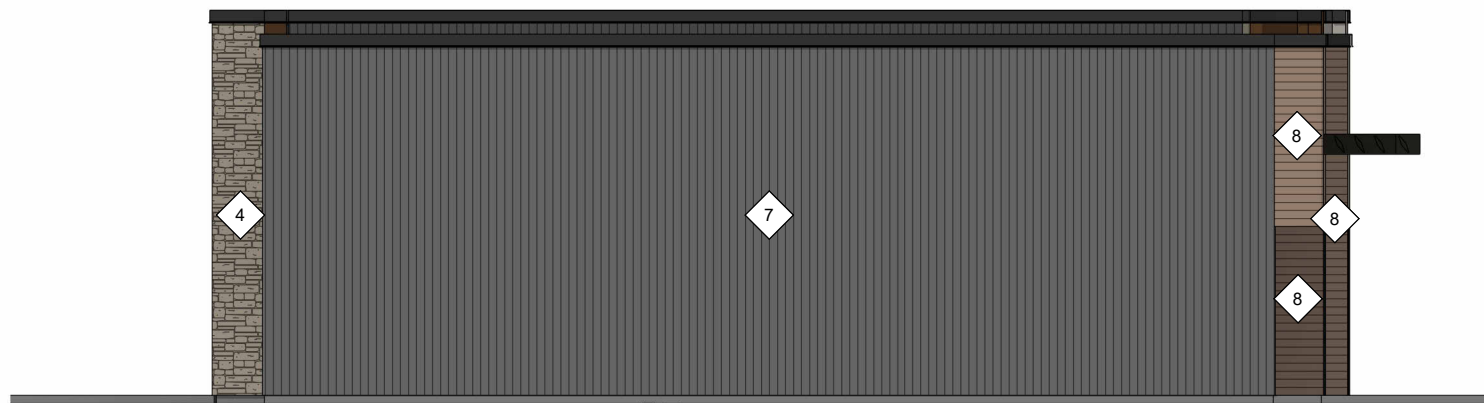
- | USE | MATERIAL | COLOR: |
|--------------|---------------|--------------|
| FLAT ROOF | EPDM/TPO | BLACK/WHITE |
| SLOPED ROOF | PREFIN. MTL. | BRONZE |
| FASCIA | PREFIN. MTL. | BRONZE |
| SOFFIT | PREFIN. MTL. | BRONZE |
| FRIEZE | PREFIN. MTL. | BRONZE |
| PARAPET CAP | PREFIN. MTL. | BRONZE |
| GUTTER | PREFIN. MTL. | MATCH ADJ. |
| DOWNSPOUT | PREFIN. MTL. | BRONZE |
| O.H.D. | PREFIN. MTL. | BRONZE |
| GLASS O.H.D. | ALUM. | BRONZE |
| WINDOW | FIBERGLASS | BRONZE |
| CANOPY | PREFIN. MTL. | BRONZE |
| BRACKETS | FIBERGLASS | SMOKED BIRCH |
| H.M. DOOR | PRE-FIN. MTL. | BRONZE |
| STAND. SEAM | PRE-FIN. MTL. | BRONZE |

MECHANICAL / ELECTRICAL

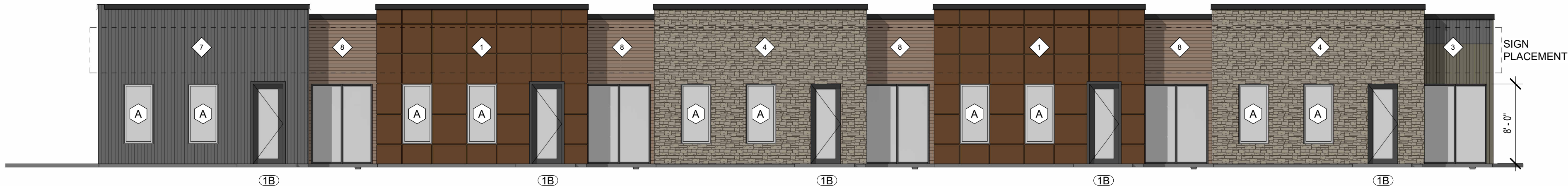
- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



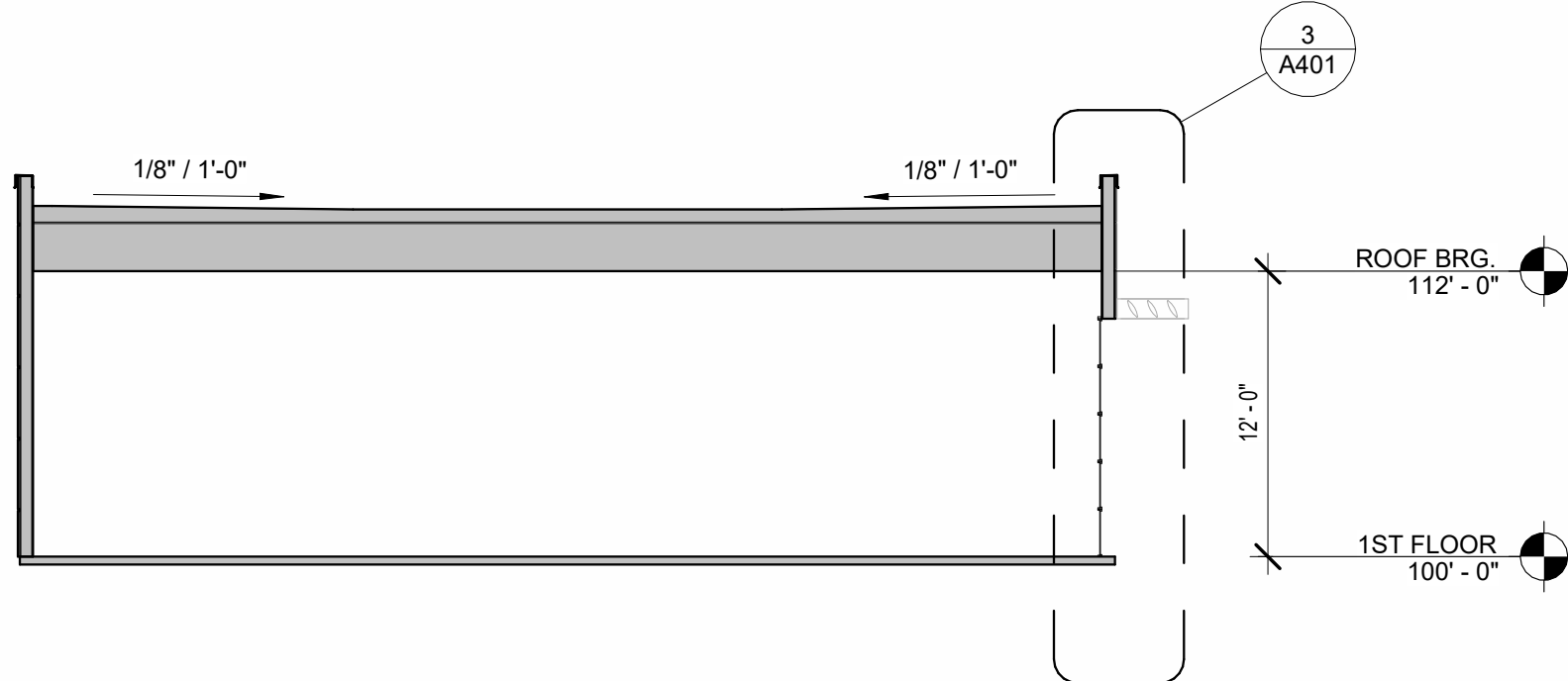
3 A UNITS - 1ST FLOOR
1/8" = 1'-0"



5 A & B UNITS - SIDE ELEVATION
1/8" = 1'-0"



2 A & B UNITS - REAR ELEVATION
1/8" = 1'-0"



4 A & B UNITS - BUILDING SECTION
1/8" = 1'-0"



1 A & B UNITS - FRONT ELEVATION
1/8" = 1'-0"

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Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:

COVE @ LAKEWOOD
CONDOS

3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:

VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503

PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS A & B - FLOOR
PLAN, ELEVATIONS

A201

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:20 AM

GENERAL PLAN NOTES:

- ALL INTERIOR WALLS TO BE 2x4 WOOD STUD WALL TYPE 'W3' UNLESS OTHERWISE NOTED.
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MATERIAL LEGEND

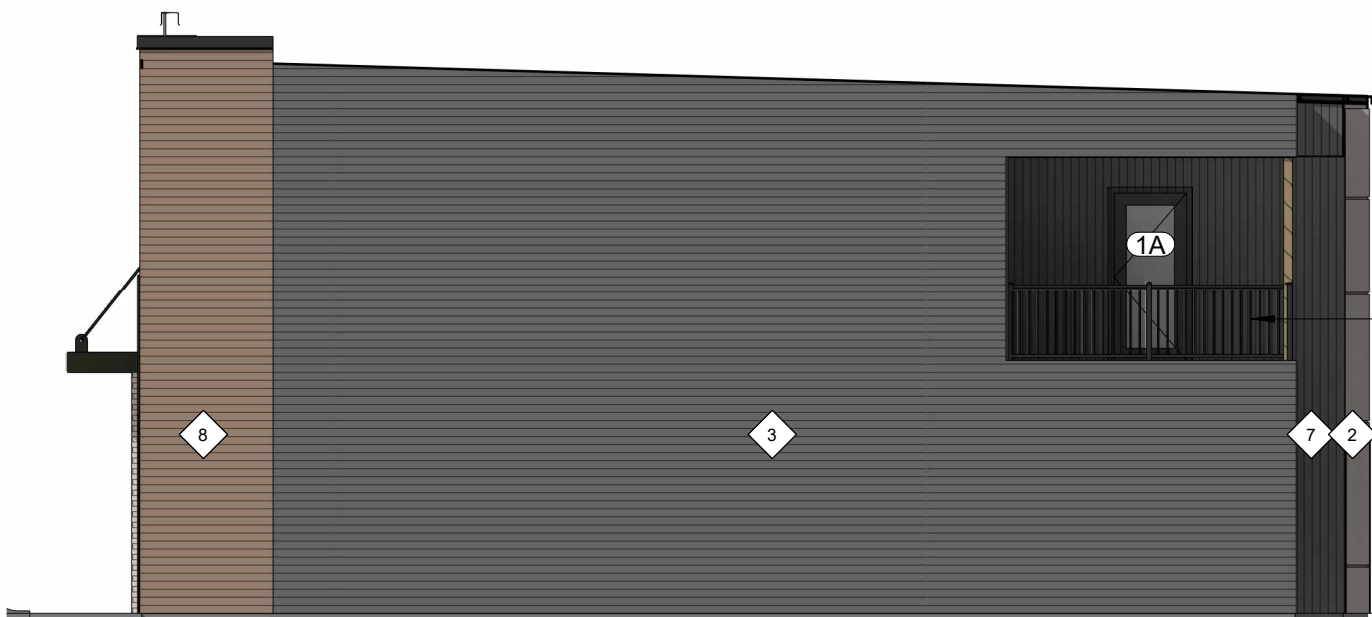
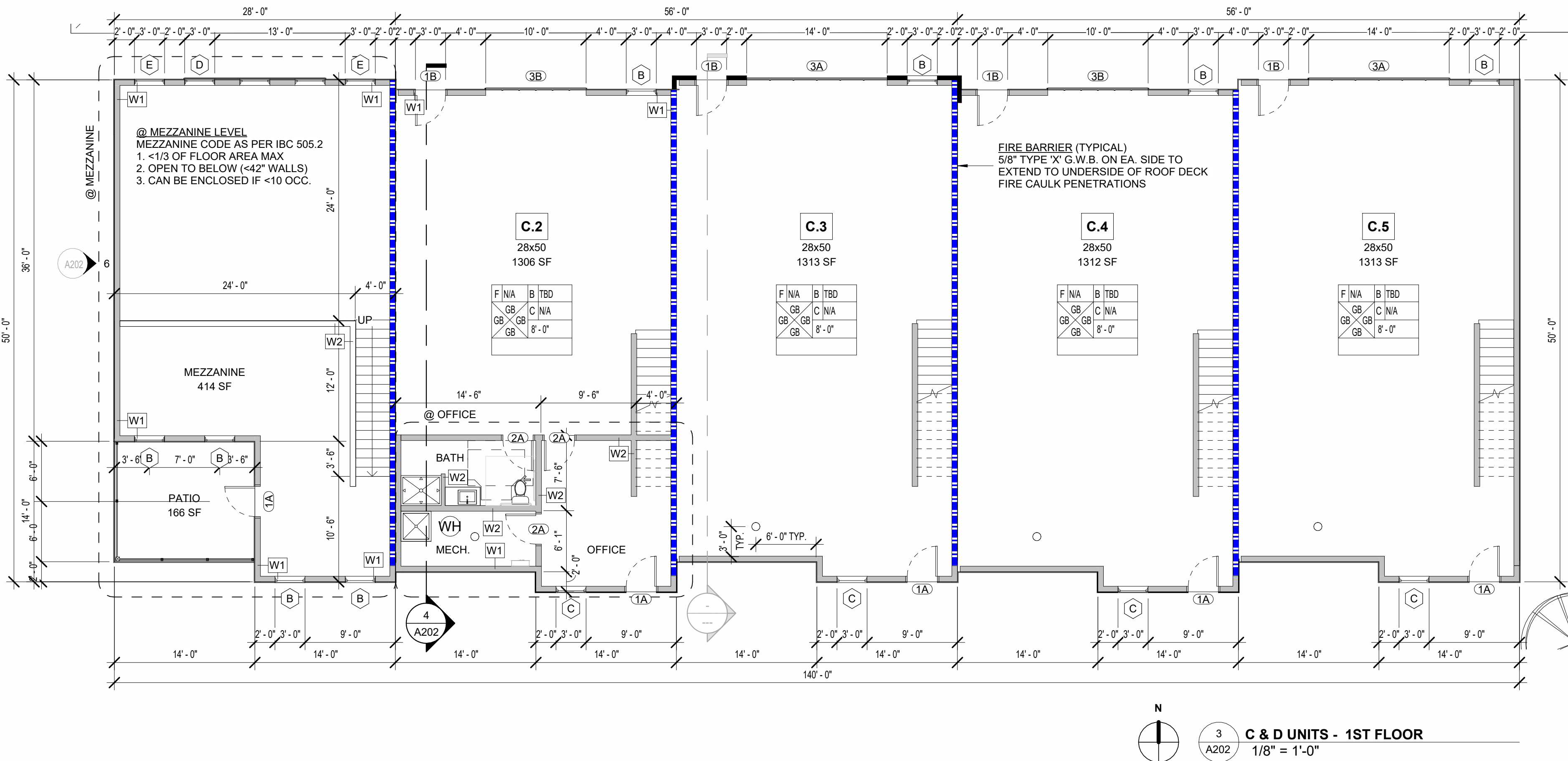
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
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CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
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INSTL: DRY STACK
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INSTL: RUNNING (ALT: CUSTOM BRICK)
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BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

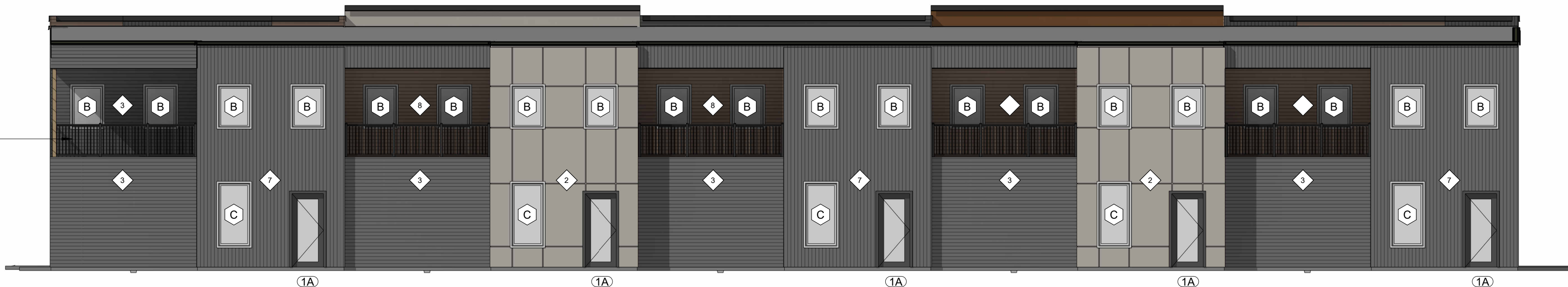
- USE MATERIAL COLOR:
FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. MATCH ADJ.
GUTTER PREFIN. MTL. BRONZE
DOWNSPOUT PREFIN. MTL. BRONZE
O.H.D. PREFIN. MTL. BRONZE
GLASS O.H.D. ALUM. BRONZE
WINDOW FIBERGLASS BRONZE
CANOPY PREFIN. MTL. BRONZE
BRACKET FIBERGLASS SMOKED BIRCH
H.M. DOOR PRE-FIN. MTL. BRONZE
STAND. SEAM PRE-FIN. MTL. BRONZE

MECHANICAL / ELECTRICAL

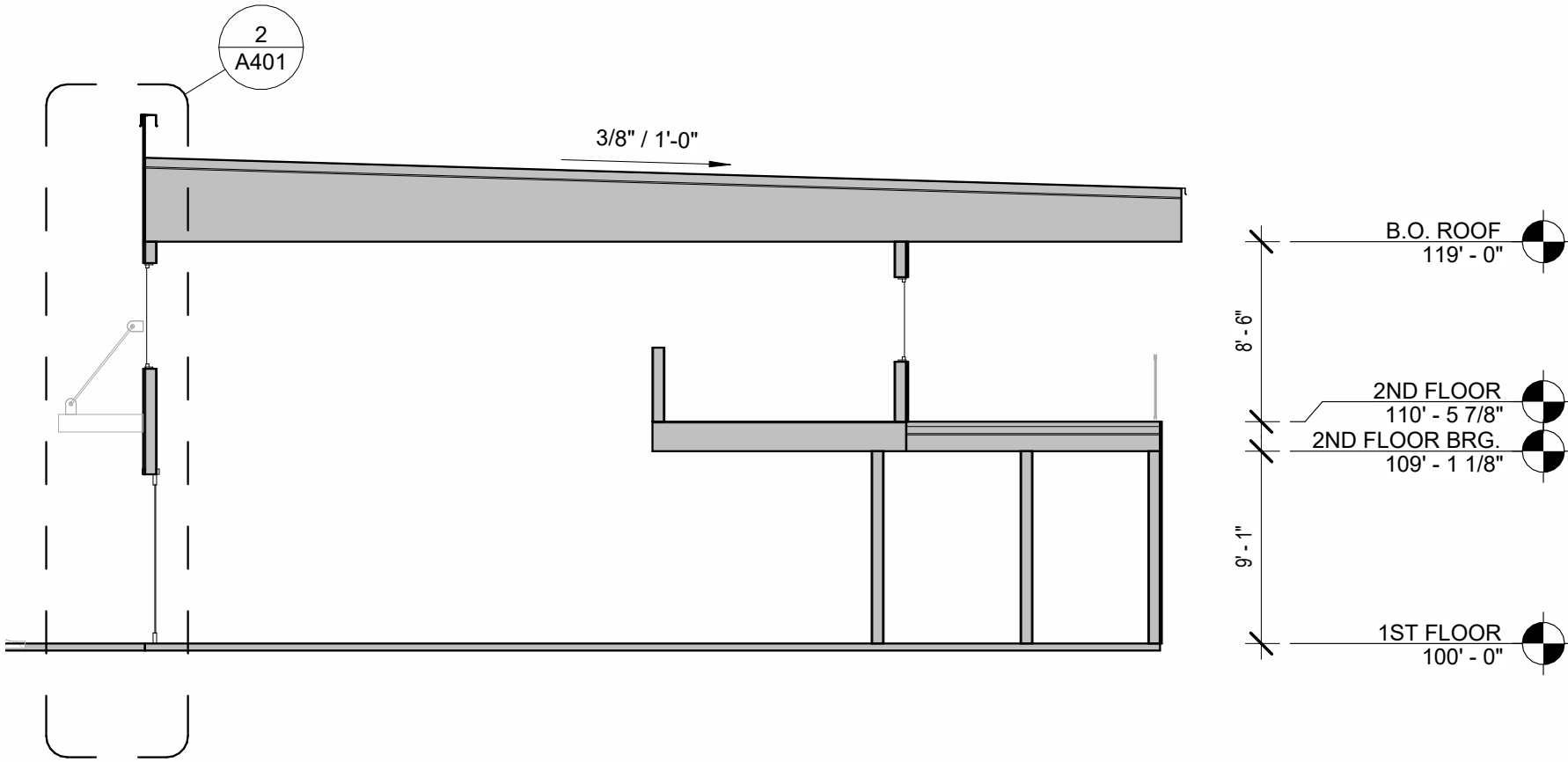
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- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



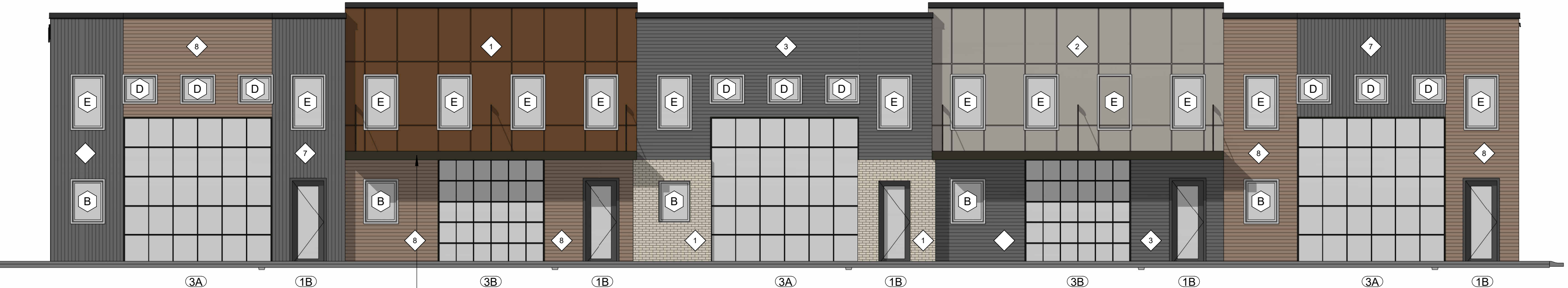
6 C & D UNITS - BUILDING SECTION
1/8" = 1'-0"



2 C & D UNITS - REAR ELEVATION
1/8" = 1'-0"



4 C & D UNITS - BUILDING SECTION
1/8" = 1'-0"



1 C & D UNITS - FRONT ELEVATIONS
1/8" = 1'-0"

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DRAWING TITLE:
UNITS C & D - FLOOR PLAN, ELEVATIONS

A202

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- PROVIDE SOUND BATT INSULATION @ PARTY WALLS BETWEEN UNITS, @ BATHROOM AND @ OFFICE WALLS.
- ALL DOORS TO MEET MIN. FLOOR CLEARANCE, SEE A001
- ALL O.H.D.'S TO FEATURE WIRED DOOR OPENER
- PLUMBING CONTRACTOR TO PROVIDE FLOOR DRAIN TO FUTURE MECHANICAL ROOM. SEE FLOOR PLANS
- EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
- EXTERIOR CLOSED CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, CLOSED TOP CANOPY.
- EXTERIOR OPEN SHAD CANOPY TO BE METAL W/ POWERDER COAT FINISH. BASIS FOR DESIGN, ALL FAB, SUNSHADE.

MATERIAL LEGEND

- EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE

- STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM

- BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6

- MTL-1 METAL SALES
BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)

- MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)

- WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

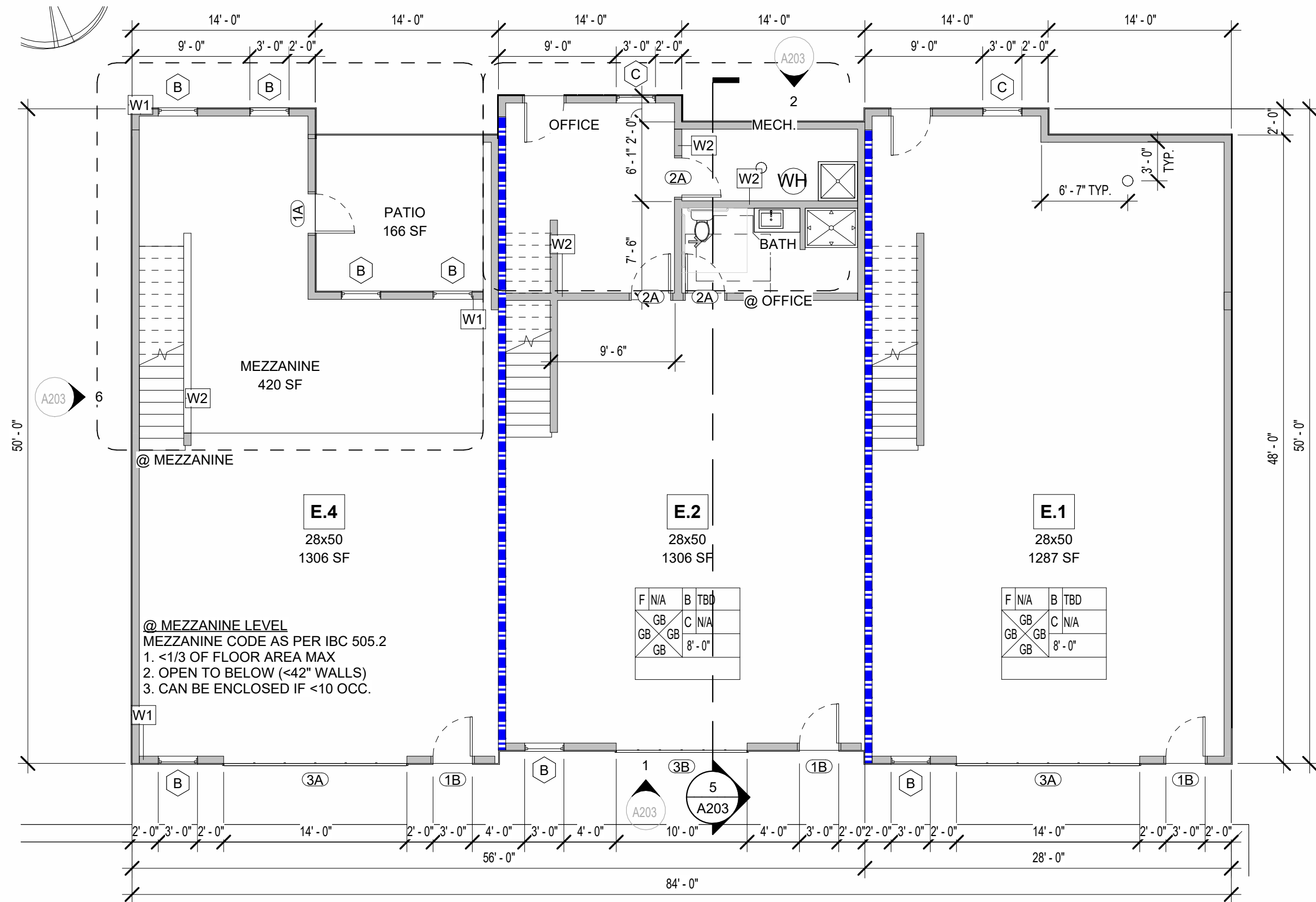
TYPICAL MATERIALS

- USE** **MATERIAL** **COLOR:**
FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. BRONZE
GUTTER PREFIN. MTL. MATCH ADJ.
DOWNSPOUT PREFIN. MTL. BRONZE
O.H.D. PREFIN. MTL. BRONZE
GLASS O.H.D. ALUM. BRONZE
WINDOW FIBERGLASS BRONZE
CANOPY PREFIN. MTL. BRONZE
BRACKETS FIBERGLASS SMOKED BIRCH
H.M. DOOR PRE-FIN. MTL. BRONZE
STAND. SEAM PRE-FIN. MTL. BRONZE

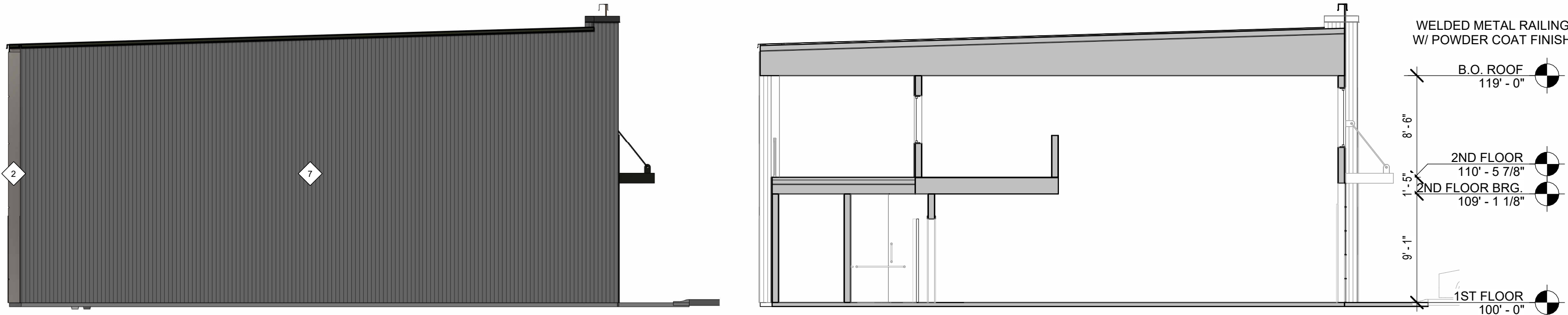
MECHANICAL / ELECTRICAL

- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)

- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



3 E & F UNITS - 1ST FLOOR
1/8" = 1'-0"



6 E & F UNITS - SIDE ELEVATION
1/8" = 1'-0"

5 E & F UNITS - BUILDING SECTION
1/8" = 1'-0"



2 E & F UNITS - REAR ELEVATION
1/8" = 1'-0"



SEE GENERAL NOTE 10 (TYP.)

4 F UNITS - FRONT ELEVATION
1/8" = 1'-0"



SEE GENERAL NOTE 10 (TYP.)

1 E UNITS - FRONT ELEVATION
1/8" = 1'-0"

RHET
ARCHITECTURE

RHET ARCHITECTURE
27 11th ST. N. FARGO, ND 58102
701.715.8232
WWW.RHET-ARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of North Dakota.

Signature: *Rhet Fitness*

Date: 10/16/2024 REG. NO. : 1811

PROJECT NAME:
COVE @ LAKEWOOD CONDOS
3903 21ST STREET SE
MANDAN, NORTH DAKOTA

OWNER:
VE LAND CO, LLC

3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

MARK	DESCRIPTION	DATE
	CONSTRUCTION DOCUMENTS	10/16/2024
REVISION SCHEDULE		

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS E & F - FLOOR PLAN, ELEVATIONS

A203

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T1\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:32 AM

- GENERAL PLAN NOTES:**
- ALL INTERIOR WALLS TO BE 2x4 WOOD STUD WALL TYPE 'W3' UNLESS OTHERWISE NOTED.
 - EXTERIOR WALLS ARE DIMENSIONED TO FACE OF EXTERIOR SHEATHING.
 - REINFORCEMENT SHALL BE PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS AND SHOWER SEATS AT WATER CLOSETS, BATHTUBS, AND SHOWER COMPARTMENTS.
 - CENTERLINE OF WATER CLOSETS SHALL BE 18" FROM THE SIDEWALL FACE OF G.W.B. AND/OR ADJACENT CABINET.
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 - EXTERIOR RAILINGS TO BE WELDED METAL W/ POWDER COAT FINISH
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MATERIAL LEGEND

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BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE

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BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM

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BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
CLR: SEA GRAY 6

- 6 MTL-1 METAL SALES
BFD: METAL SALES
SPEC: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)

- 7 MTL-1 METAL SALES
BFD: METAL SALES
SPEC: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)

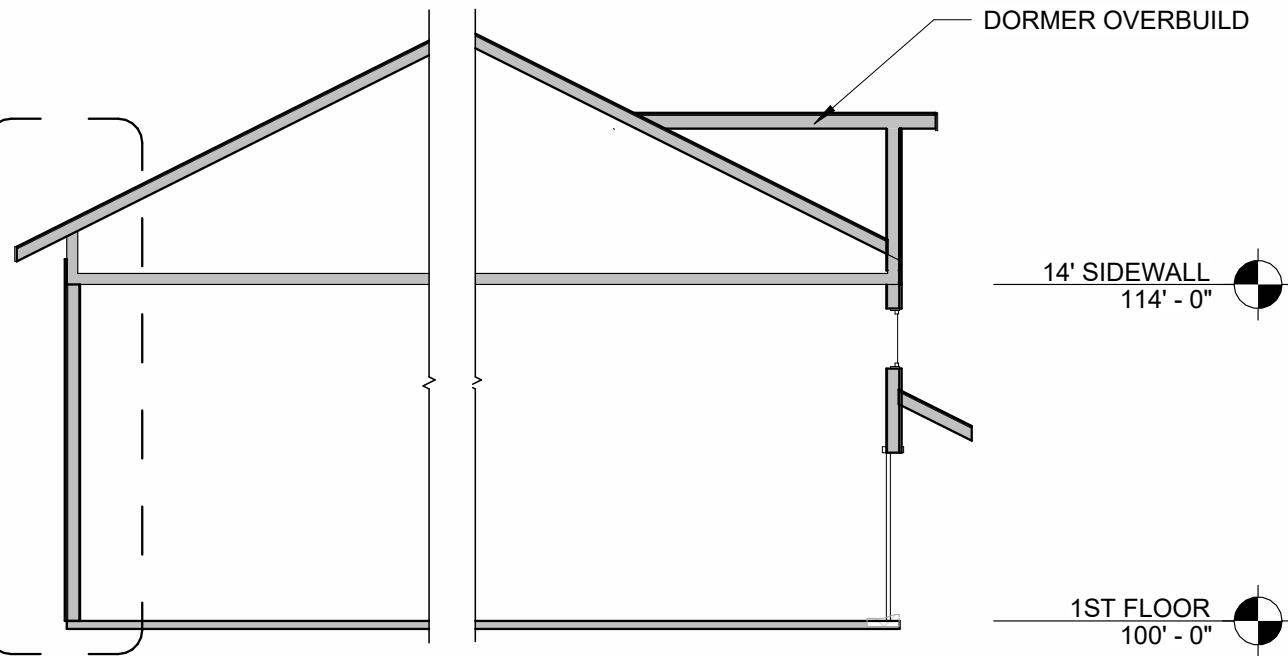
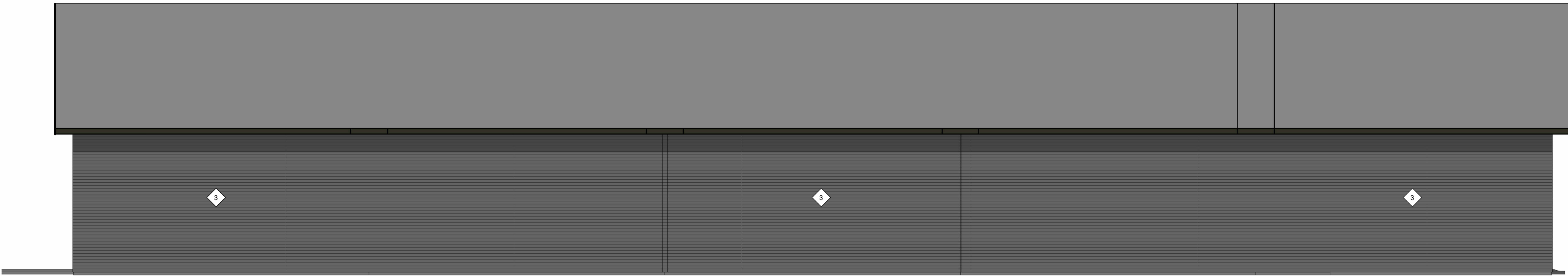
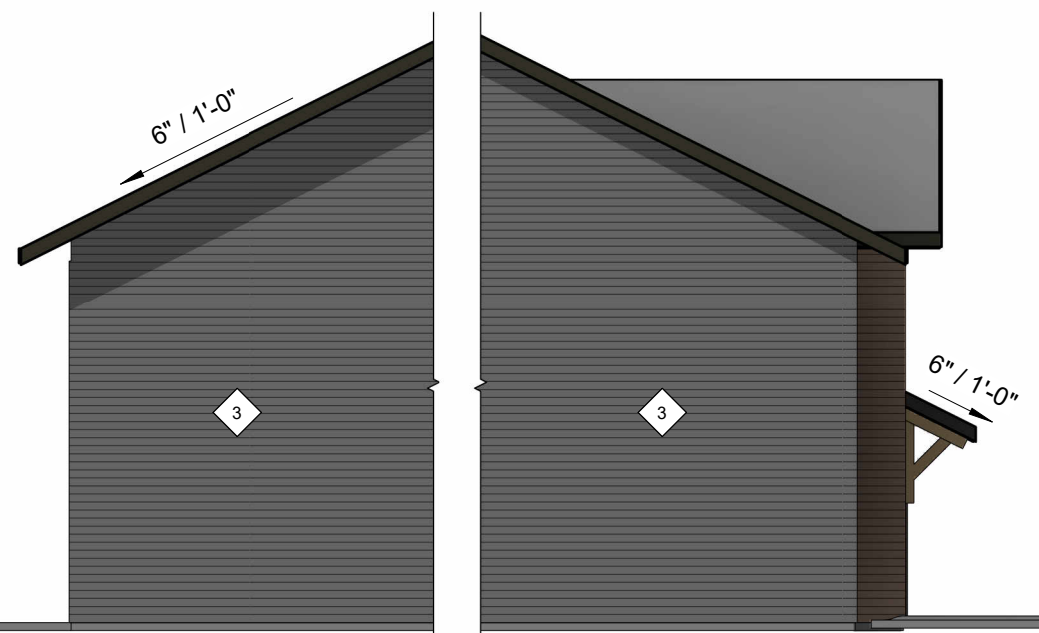
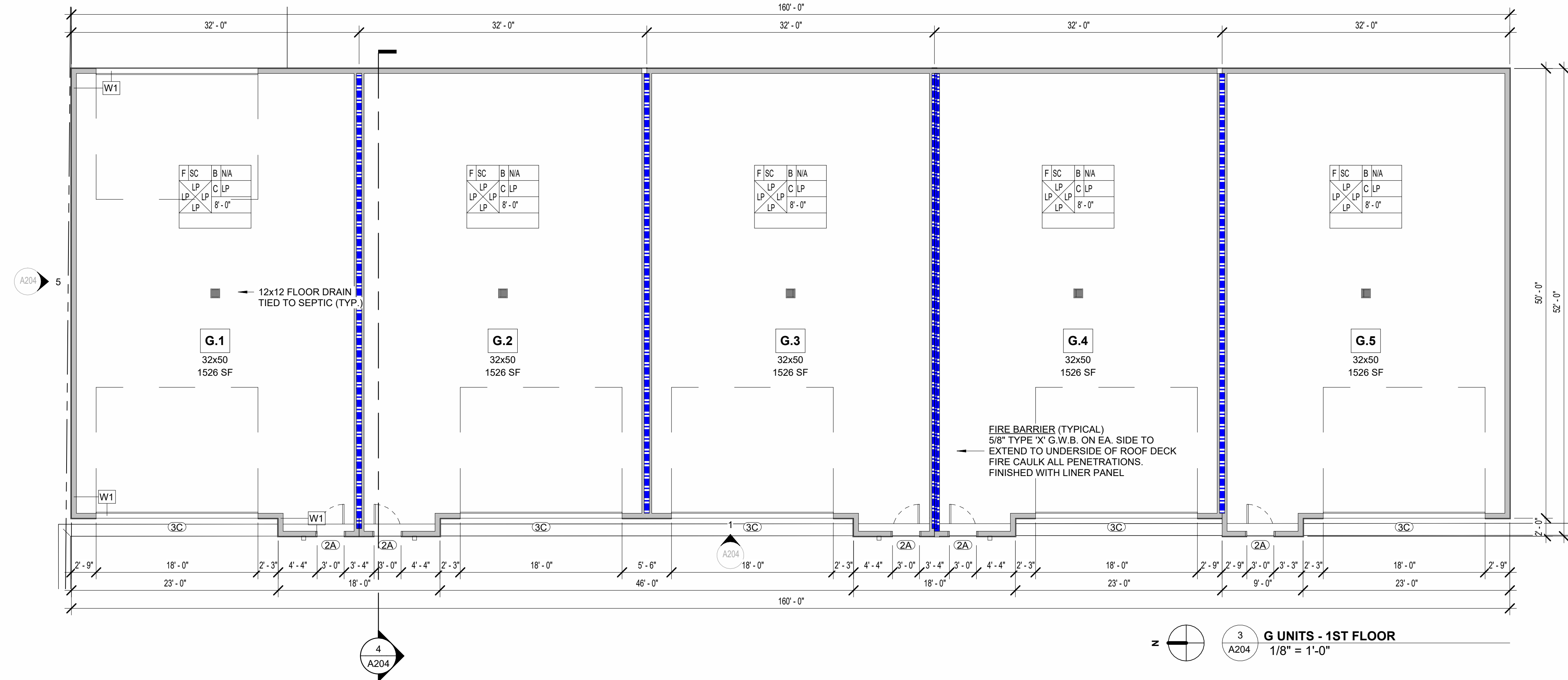
- 8 WD-1 BFD: MAC METAL ARCHITECTURAL
SPEC: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

- USE MATERIAL COLOR:**
FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
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H.M. DOOR PRE-FIN. MTL. BRONZE
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OWNER:
VE LAND CO, LLC

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BISMARCK, ND 58503
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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS G - FLOOR PLAN, ELEVATIONS

A204

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\TTLakewood Shop Condos (24-117401).rvt
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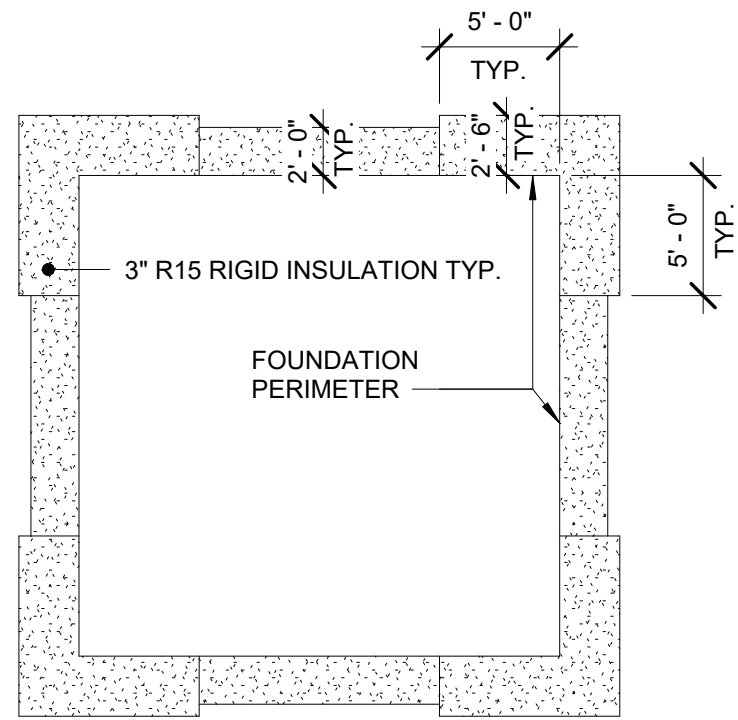
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B

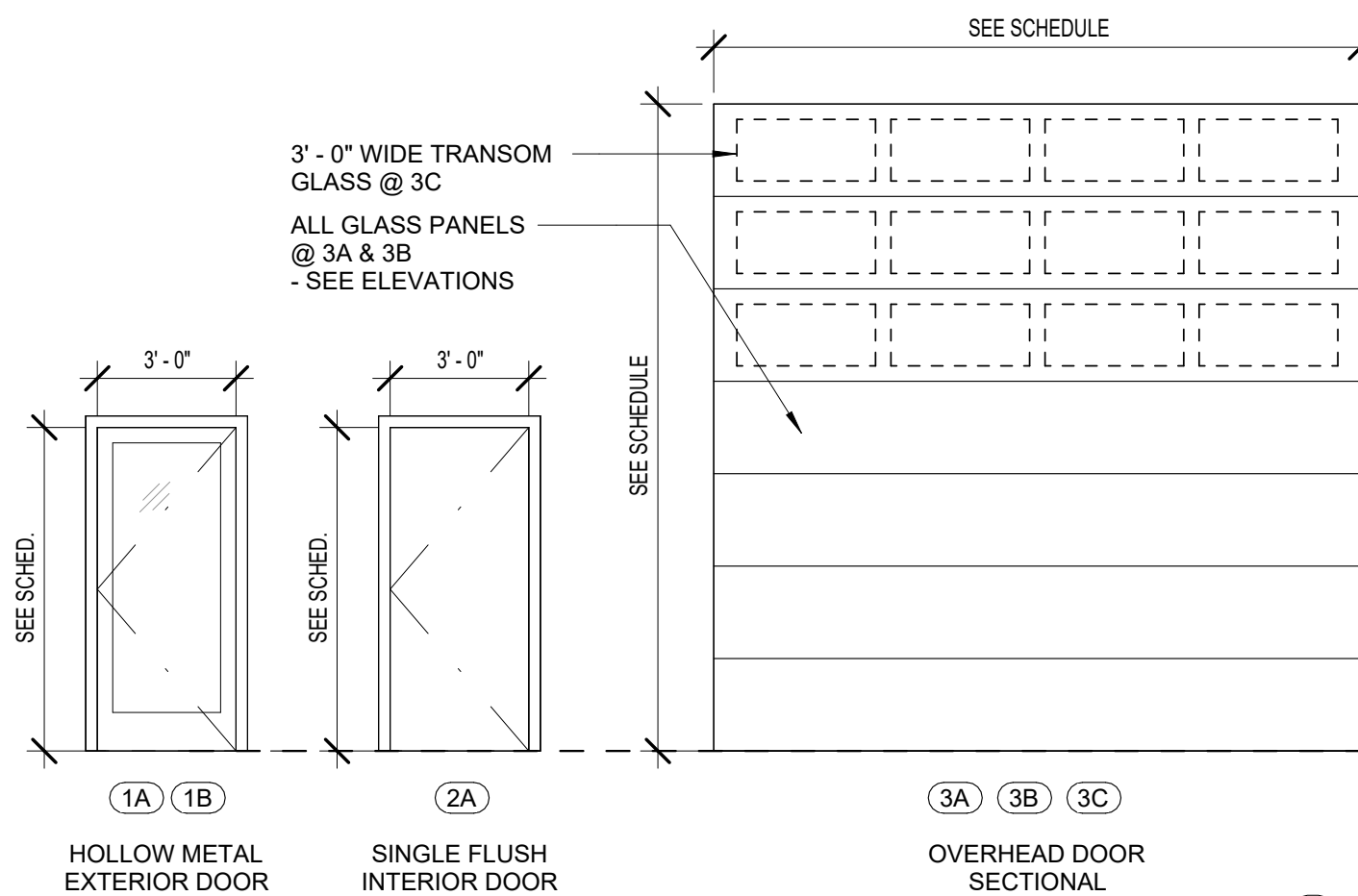
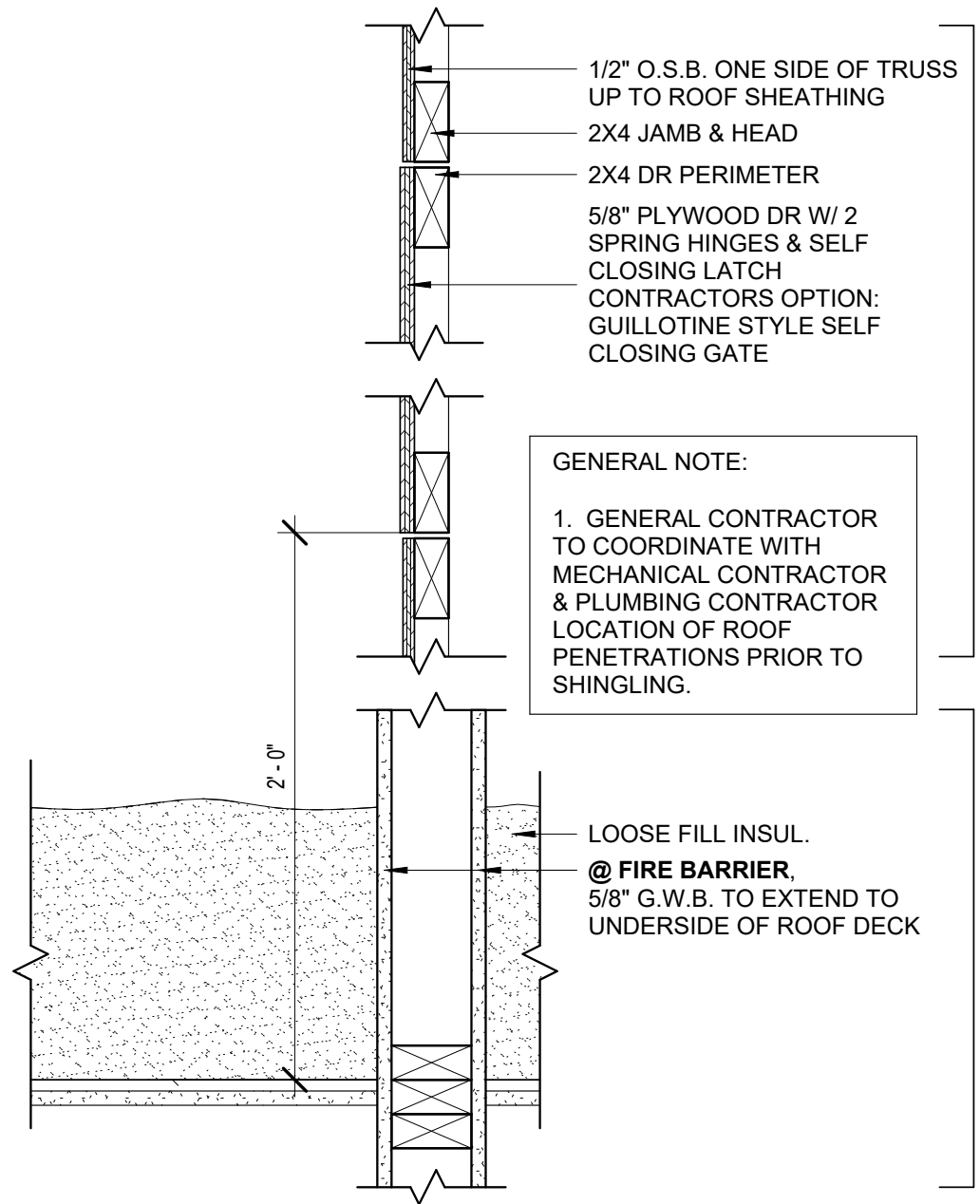
C

D

7 TYPICAL FOUNDATION INSULATION DIAGRAM
1/8" = 1'-0"

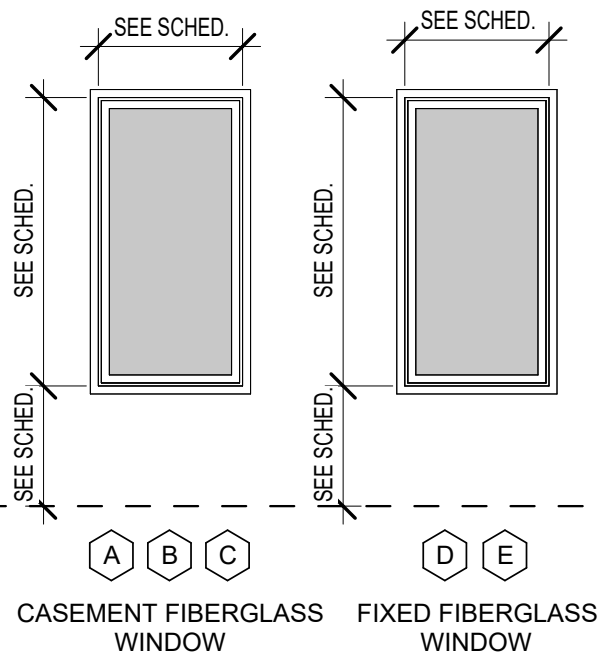


5 SECTION @ DRAFT STOP DOOR & FIRE BARRIER
1 1/2" = 1'-0"

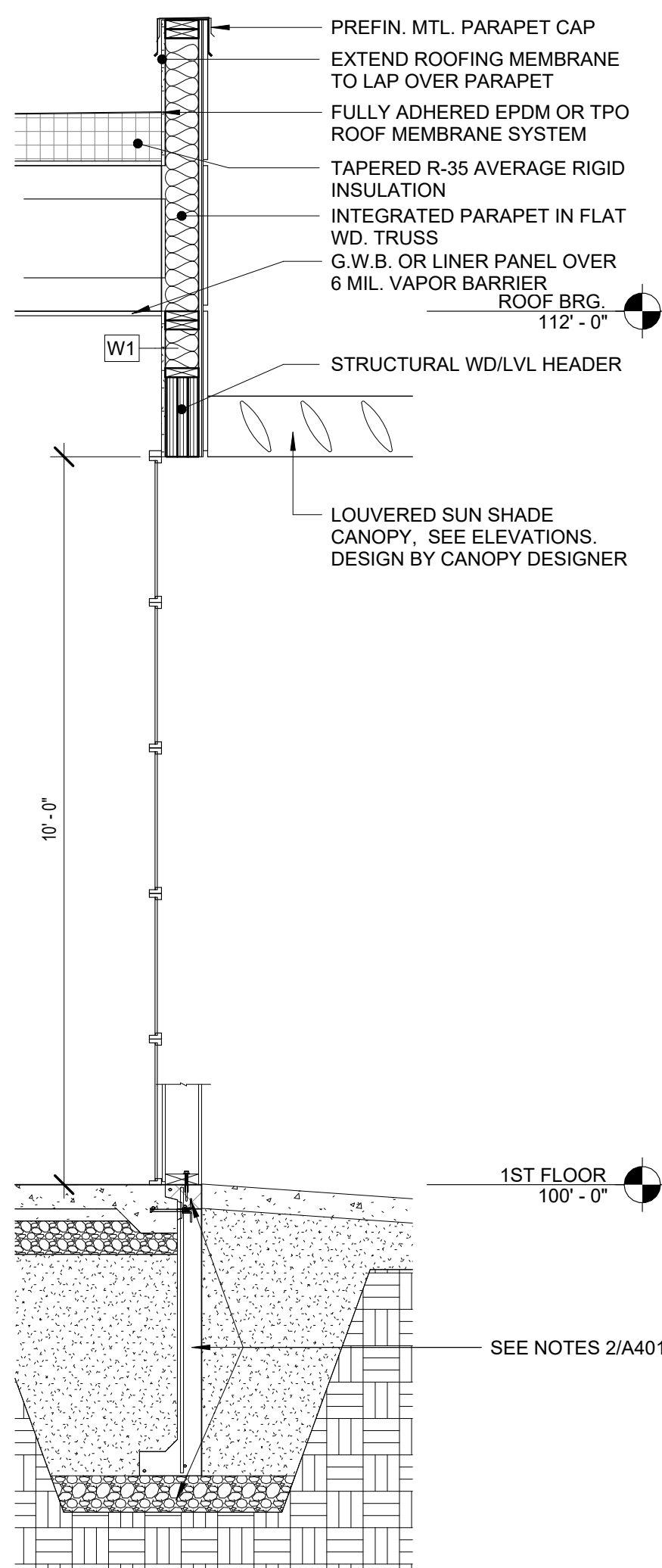


1 WINDOW & DOOR TYPES
1/4" = 1'-0"

4 G UNITS - WALL SECTION
1/2" = 1'-0"



3 A/B UNITS - WALL SECTION
1/2" = 1'-0"



WINDOW SCHEDULE						
COUNT	TYPE MARK	OPERATION	HEIGHT	WIDTH	SILL HEIGHT	COMMENTS
1ST FLOOR						
20	A	CASEMENT	6'-0"	3'-0"	2'-0"	
16	B	CASEMENT	4'-0"	3'-0"	4'-0"	
16	C	CASEMENT	6'-0"	3'-0"	2'-0"	
4	D	FIXED	2'-6"	3'-0"	10'-6"	
2ND FLOOR						
64	B	CASEMENT	4'-0"	3'-0"	2'-10"	
1	D	FIXED	2'-6"	3'-0"	0"	
30	D	FIXED	2'-6"	3'-0"	5'-0"	
44	E	FIXED	5'-0"	3'-0"	2'-6"	

2 C/D & E/F UNITS - WALL SECTION
1/2" = 1'-0"

DOOR SCHEDULE					
TYPE MARK	DOOR TYPE	DOOR WIDTH	DOOR HEIGHT	FX RATING	COMMENTS
1A	SINGLE FLUSH FULL LITE	3'-0"	7'-0"		
1B	SINGLE FLUSH FULL LITE	3'-0"	8'-0"		
2A	SINGLE FLUSH	3'-0"	7'-0"		
3A	O.H.D. W/ GLASS PANELS	14'-0"	14'-0"		INSULATED
3B	O.H.D. W/ GLASS PANELS	10'-0"	10'-0"		INSULATED
3C	O.H.D. SECTIONAL	18'-0"	14'-0"		<varies>

RHET
ARCHITECTURE

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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
WINDOW & DOOR TYPES, TYPICAL WALL SECTIONS, TYPICAL DETAILS

A401

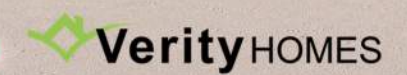








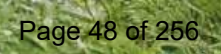
FURRY FRIENDS
— rockin' rescue —
BISMARCK-MANDAN

















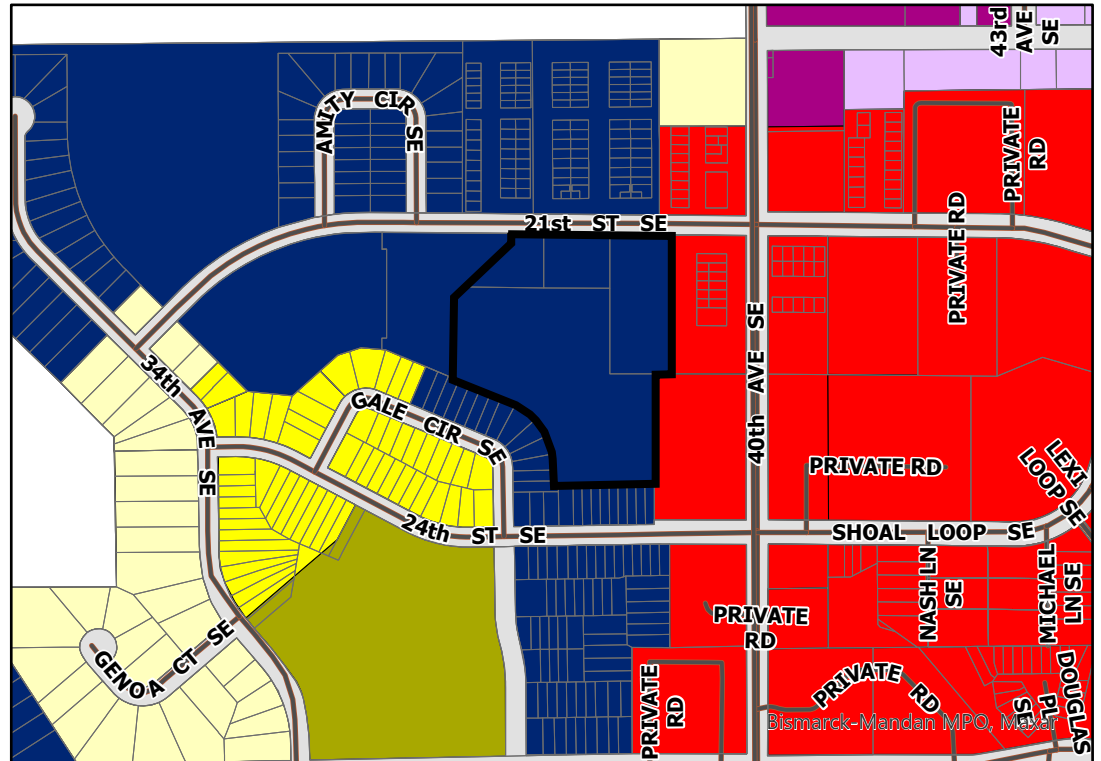
Zoning and Future Land Use Reference Map

Lakewood 9th Addition Second Replat Of Lot 1 Block 4

Zoning

Zoning

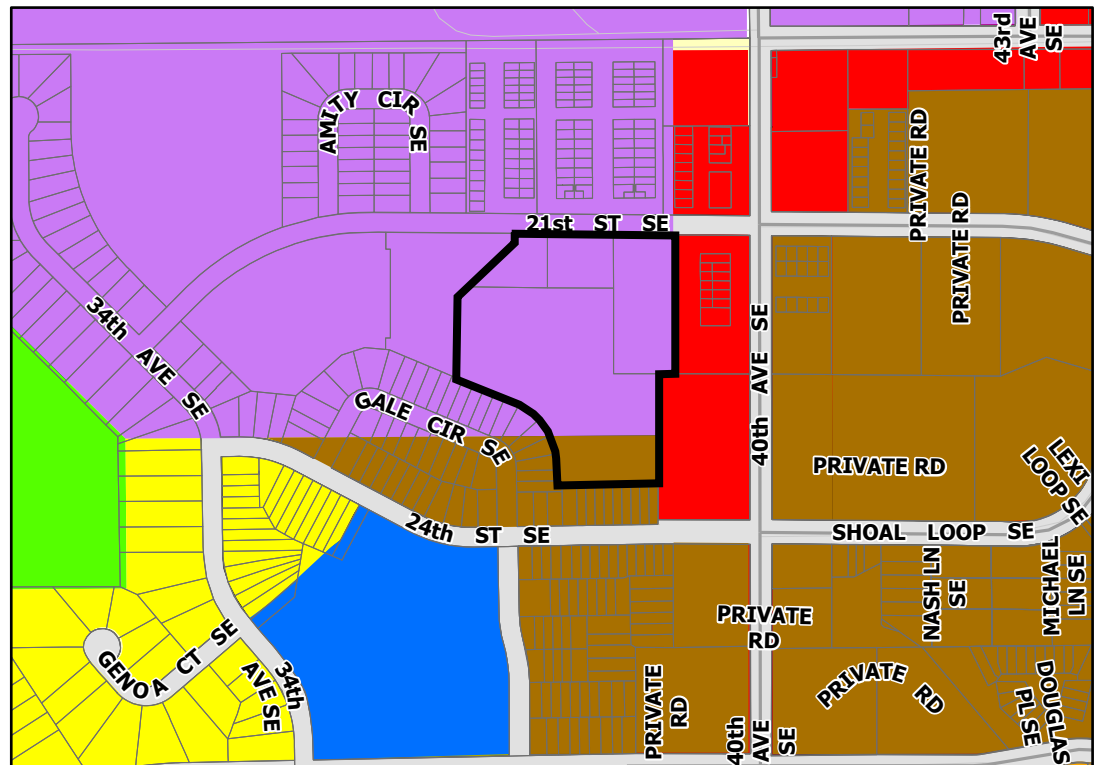
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light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



Future Land Use Plan

Future Land Use

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Interstate
- Roads
- Parcels





City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider a request for a preliminary plat for JRs Estates 2nd Addition.

STATEMENT/PURPOSE:

Consider a request for a preliminary plat for JRs Estates 2nd Addition.

BACKGROUND/ALTERNATIVES:

Arlen Ruff and Laureen Bryan and Swanberg Morton, LLP, request consideration for a preliminary plat to be titled JRs Estates 2nd Addition. The purpose of the plat is to facilitate a small ownership transfer between the parties. Said property is located in west Mandan, southwest of Lohstreter Road NW at 2003 Bruley Road NW.

Property History

The subdivision Replat of Lohstreter's First Addition was approved in 1976, with Lot 1, Block 5 being divided into two after the plat's approval. A home was built on the subject property, Lot 1 less the east 75 feet, in 1991. In 2024, a retaining wall on the property was upgraded. To reflect the retaining wall's location, this preliminary plat has been prepared to facilitate the land's ownership transfer. City records indicate that JRs Estates was platted in 2007 with the purpose being to construct a barn.

Preliminary Plat

The preliminary plat covers 51.23 acres of land but primarily focuses on a small, 2,555sf portion of the property where ownership was transferred between Ruff/Bryan and Swanberg Morton LLP, located near Lot 1, Block 1. The requirement for this item to be processed as a preliminary and final plat is due to its size in acres as being associated with the larger property to the west. MDU has an overhead power line on the property and it is shown in an easement on the plat.

Adjacent Properties Zoning, Land Use, and Future Land Use

The property is zoned R7 - Residential (as rezoning to R7 was a previous practice

associated with annexation). Adjacent properties to the east and south are zoned R7 - single family residential. To the north and west Ag - agriculture. The future land use plan designates this area as low density residential.

Additional Information and Public Outreach

- The application was received on October 21, 2024.
- This item was published in the Mandan News as required. Twenty-seven letters were sent to adjacent property owners on November 19, 2024.

Staff comments:

- This plat serves as a reconfiguration and is not intended to facilitate land development. Instead, it enables an ownership transfer between two parties, requiring survey work to define and plat newly described and reconfigured properties.

Findings of Fact

Preliminary Plat

1. All technical requirements for consideration of a preliminary plat have been met;
2. The proposed subdivision would likely not have substantial effects on the safety and circulation of public roadways in the vicinity, and therefore no traffic impact study is required;
3. The proposed plat includes sufficient easements and rights-of-way to provide for orderly development and provision of municipal services beyond the boundaries of the subdivision;
4. The City of Mandan and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the proposed subdivision at the time of development.
5. Portions of the subdivision are located in the Special Flood Hazard Area and have wetland designations, and while no development is proposed, any such would be required to be developed according to the existing ordinance requirements pertaining to Floodplain Development and therefore, the proposed development should not adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development,
6. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
7. The proposed subdivision is consistent with the Comprehensive Plan, the Future Land Use Plan, and other plans and studies, policies and accepted planning practice;
8. The proposed subdivision would not adversely affect the public health, safety and general welfare.

ATTACHMENTS:

1. Ruff Application
2. Swanberg Morton Application
3. Jr's Estates 2nd Addition preliminary plat
4. Certificate of Survey
5. JR's Estates Location Map

FISCAL IMPACT:

N/A

STAFF IMPACT:

Considerable staff time has gone into the review of this request.

LEGAL REVIEW:

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

RECOMMENDATION:

Planning staff recommends approval of the preliminary plat for JR's Estates 2nd Addition.

SUGGESTED MOTION:

I move to recommend approval of the preliminary plat for JR's Estates 2nd Addition.

CITY OF MANDAN		
Development Review Application		
☐	Minor Plat (\$300)	☐ Zone Change (\$600)
☐	Preliminary Plat up to 20 acres (\$400)	☐ Planned Unit Development (\$700)
☒	Preliminary Plat more than 20 acres (\$450)	☐ Land Use and Transportation Plan Amendment (\$1,000)
☒	Final Plat up to 20 lots (\$400)	☐ Vacation (\$500)
☐	Final Plat 21 to 40 lots (\$550)	☐ Variance (\$400)
☐	Final Plat more than 40 lots (\$700)	☐ 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)	
Summary of Request (Add separate sheet(s) as necessary)		
Re-configure common lot line between Jr's Estates and Lohstreter's 1st Addition Replat		

Engineer/Surveyor			Property Owner or Applicant		
Name Mark R. Isaacs, RLS - ILSE, Inc.			Name Arlen Ruff & Laureen Bryan		
Address 4215 Old Red Trail NW			Address 2003 Bruley Road		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email mark@ilsurveynd.com			email arlenruff@kelschlaw.com		
Phone 701-595-2079		Fax	Phone 701-663-9818		Fax
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name
☒ City	☐ ETA	☐ New	☒ Addition	R7	R7	JR'S Estates 2nd Addition
Property Address				Legal Description		
2003 Bruley Road, Mandan, ND 58554				Lot 2, Block 1 in Jr's Estates & Lot 1, Block 5 in		
Current Use						
Residential & Agriculture				Replat of Lohstreter's First Addition		
Proposed Use						
Residential & Agriculture				Section 18	Township 139	Range 81
Parcel Size 51.23 Acres	Building Footprint	Stories	Building SF	Required Parking		Provided Parking

Print Name Arlen M. Ruff		Signature <i>Arlen Ruff</i>		Date 10-21-2024
Laureen Bryan		<i>Laureen Bryan</i>		10/21-24
Office Use Only				
Date Received: 10/21/24	Initials: AS	Fees Paid: \$ 850	Date 10-21-24	
Notice in paper		Mailed to neighbors		P&Z meeting
☐ Approved	Approved with conditions:			
☐ Denied				

CITY OF MANDAN		
Development Review Application		
☐	Minor Plat (\$300)	Zone Change (\$600)
☐	Preliminary Plat up to 20 acres (\$400)	Planned Unit Development (\$700)
☒	Preliminary Plat more than 20 acres (\$450)	Land Use and Transportation Plan Amendment (\$1,000)
☐	Final Plat up to 20 lots (\$400)	Variance (\$500)
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Engineer/Surveyor			Property Owner or Applicant		
Name Mark R. Isaacs, RLS - ILSE, Inc.			Name Swanberg Morton, LLP		
Address 4215 Old Red Trail NW			Address PO Box 728		
City Mandan	State ND	Zip 58554	City Valley City	State ND	Zip 58072
email mark@ilsurveynd.com			email mark@swanbergconstruction.com		
Phone 701-595-2079		Fax	Phone 701-490-0721		Fax
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒ City	☐ ETA	☐ New	☒ Addition	R7	R7	JR'S Estates 2nd Addition	
Property Address				Legal Description			
2003 Bruley Road, Mandan, ND 58554				Lot 2, Block 1 in Jr's Estates & Lot 1, Block 5 in			
Current Use				Replat of Lohstreter's First Addition			
Residential & Agriculture							
Proposed Use							
Residential & Agriculture				Section 18	Township 139	Range 81	
Parcel Size 51.23 Acres	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	

Print Name <i>Mark Isaacs</i>	Signature <i>M. Isaacs</i>	Date <i>10/18/2024</i>
----------------------------------	-------------------------------	---------------------------

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

PRELIMINARY PLAT

JR'S ESTATES 2ND ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
LOT 2, BLOCK 1 IN "JR'S ESTATES" AND PART OF LOT 1, BLOCK 4 IN
REPLAT OF LOHSTRETER'S FIRST ADDITION
ALL IN THE NORTHWEST QUARTER OF SECTION 28, T139N, R81W

PROPERTY DESCRIPTION

ALL OF LOT 2, BLOCK 1 IN "JR'S ESTATES" AND LOT 1, BLOCK 5 LESS THE EAST 75.00 FEET IN "REPLAT OF LOHSTRETER'S FIRST ADDITION ALL TO THE CITY OF MANDAN, SITUATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 139 NORTH, RANGE 81 WEST IN THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND CONTAINING 51.23 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS.

OWNER'S CERTIFICATE OF DEDICATION

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

ARLEN RUFF LAUREEN BRYAN

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC _____

SWANBERG MORTON, LLP

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC _____

PLANNING COMMISSION APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN ON THIS ____ DAY OF _____, 20____, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORINANCES OF THE CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY, IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____, 20____.

JIM NEUBAUER - CITY ADMINISTRATOR JAMES FROELICH - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA. HEREBY APPROVES "JR'S ESTATES 2ND ADDITION" LYING WITHIN THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

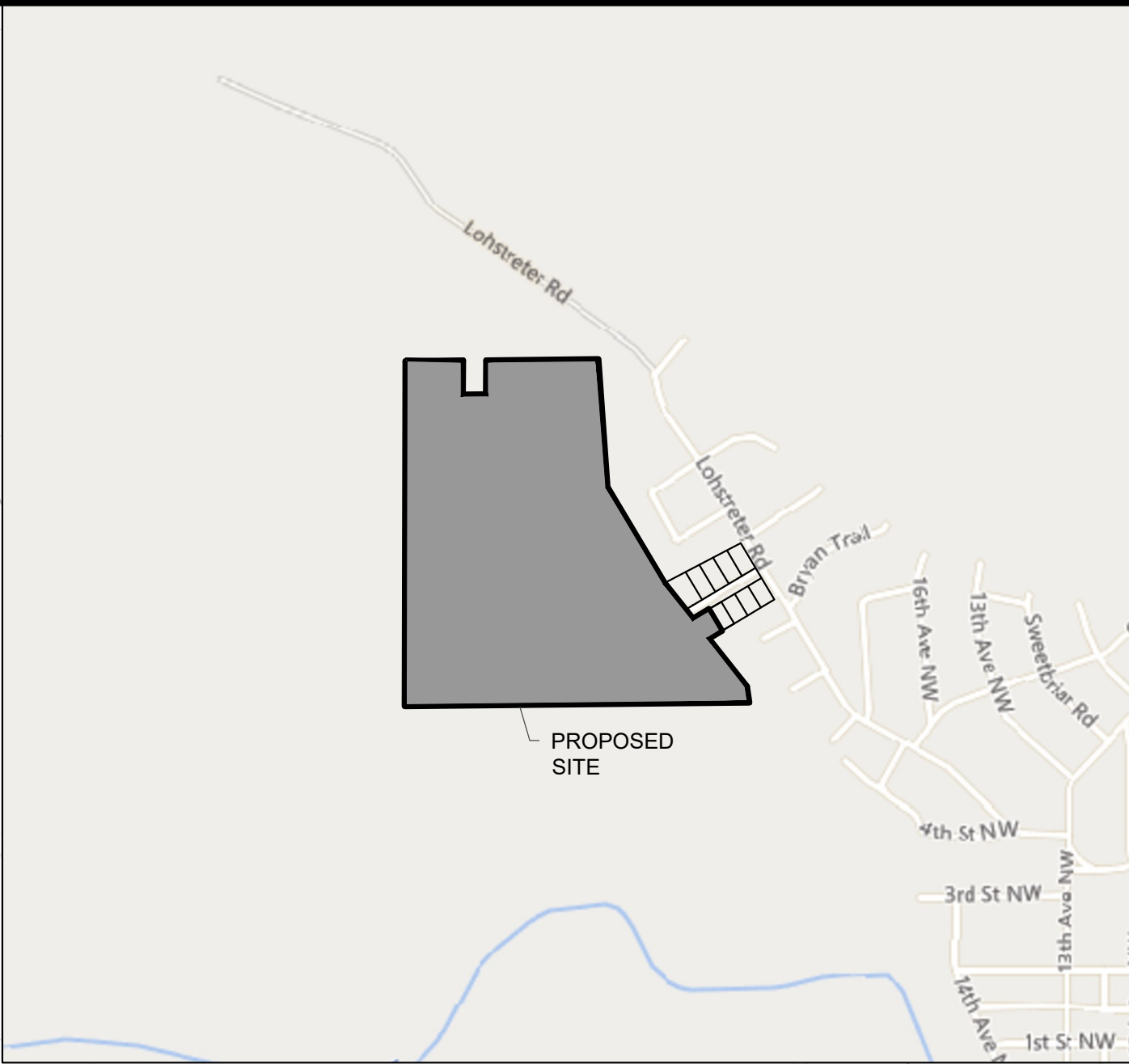
JR'S ESTATES
2ND ADDITION
SECTION 28, T-139-N, R-81-W
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1
SCALE: 1"= 200'
DRAWN BY: MRI
DWG DATE: 9/26/24
DWG NAME: 24034 Preliminary Plat.dwg

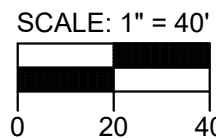
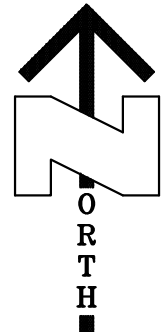
JOB NUMBER: 24034
DWG REVISION DATES
- - -
- - -
- - -

4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-663-5184
Cell: 701-595-2079
mark@ilsurveynd.com

Independent
Land
Surveying &
Engineering



AREA TABLE	
LOT 1	0.32 ACRES (13,939 SF)
LOT 2	50.91 ACRES
TOTAL	51.23 ACRES

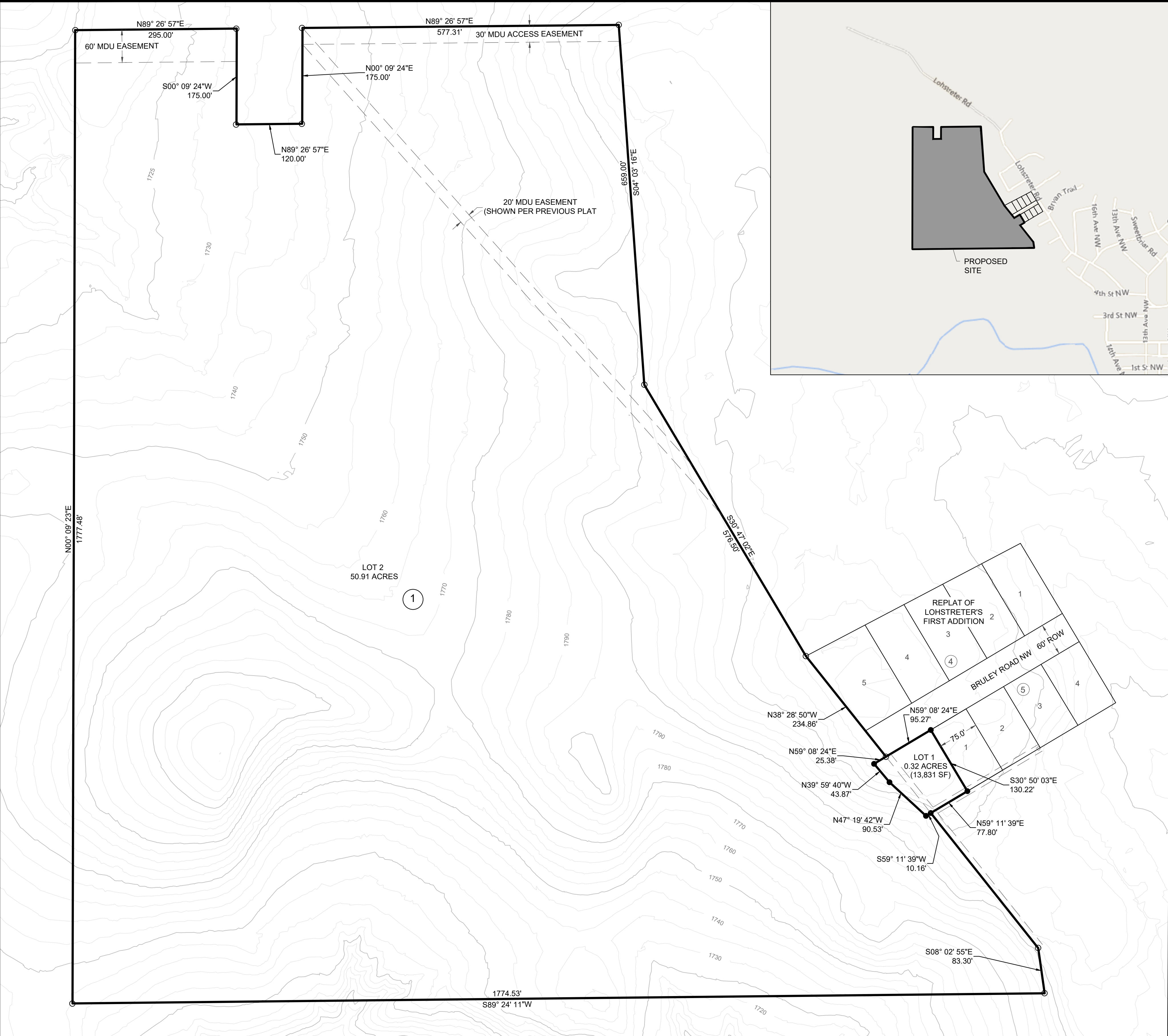


DATE: SEPTEMBER 26TH, 2024

VERTICAL DATUMN - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET.

MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK FROM THE "BSMK" CORS STATION AND ARE REPORTED IN GRID.



LEGEND

	EXISTING VEGETATION		EXISTING CONTOUR
	EXISTING POWER POLE		EXISTING BUILDING
	EXISTING GATE VALVE		EXISTING ASPHALT
	EXISTING ELECTRIC BOX		EXISTING CONCRETE
	EXISTING TV/TELEPHONE PEDESTAL		NON-ACCESS LINE
	EXISTING LIGHT POLE		
	EXISTING GUY WIRE		
	EXISTING FENCE LINE		
	EXISTING STORM SEWER		
	EXISTING SANITARY SEWER		
	EXISTING WATERMAIN		
	EXISTING FIBER OPTIC		
	EXISTING UNDERGROUND ELECTRIC		
	EXISTING EASEMENT		
	EXISTING OVERHEAD POWER		

OWNER:

ARLEN RUFF & LAUREEN BRYAN
2003 BRULEY ROAD
MANDAN, ND 58554

SWANBERG MORTON, LLP
PO BOX 728
VALLEY CITY, ND 58072

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCE INDICATES HEREON ARE IN FEET AND HUNDREDTHS THEREOF, AND BEARINGS AND INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

NOTES:

- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENTS.
- SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
- EXISTING ZONING IS R7.
- PROPOSED ZONING IS R7.

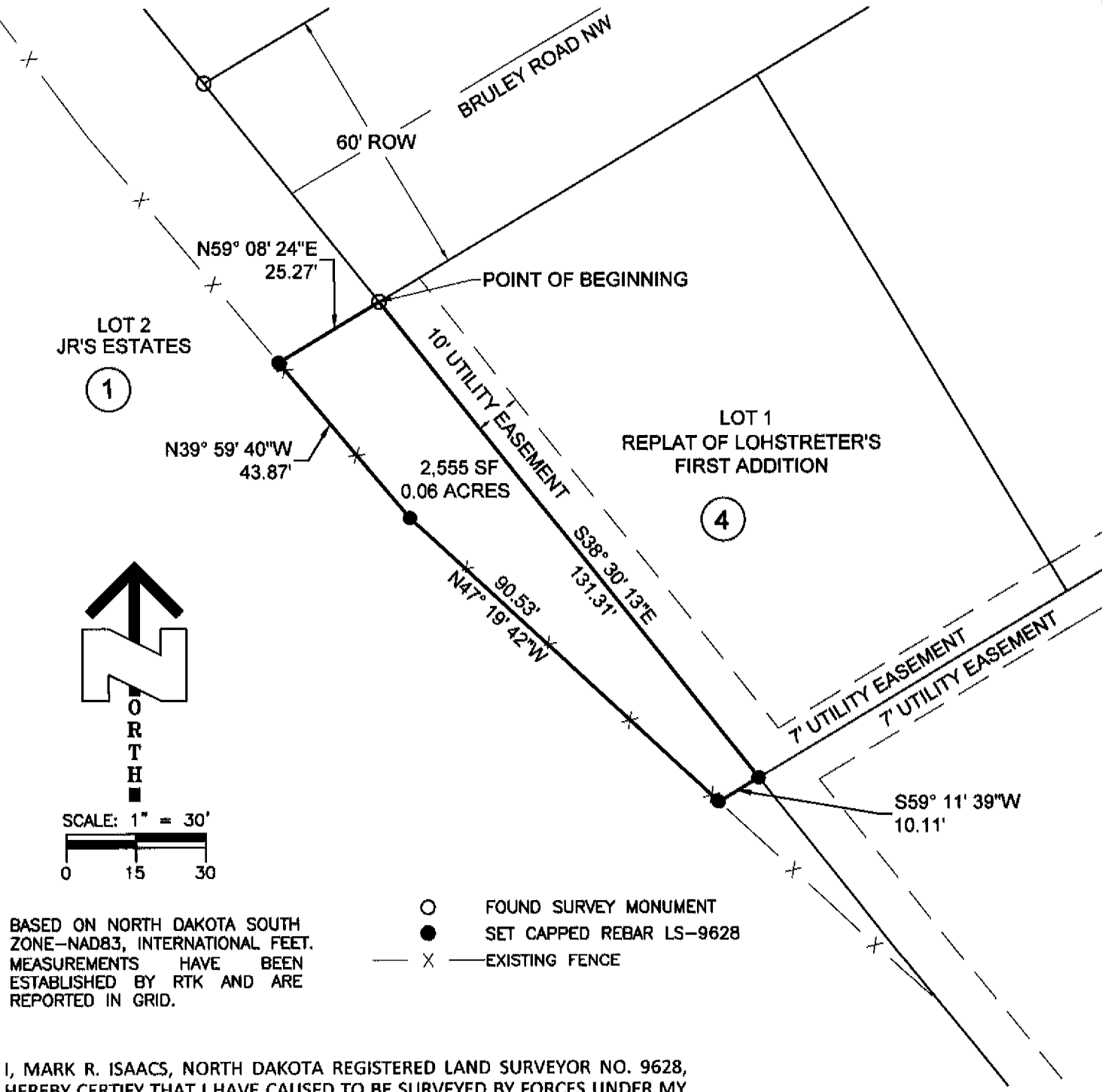
CERTIFICATE OF SURVEY

PART OF LOT 2, BLOCK 1 IN JR'S ESTATES SITUATED IN SECTION 28, T139N, R81W
CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

DESCRIPTION

PART OF LOT 2, BLOCK 1 IN JR'S ESTATES, SITUATED IN SECTION 28, TOWNSHIP 139 NORTH, RANGE 81 WEST, 5TH PRINCIPAL MERIDIAN IN THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 IN REPLAT OF LOHSTRETER'S FIRST ADDITION; THENCE SOUTH 38° 30' 13" EAST ON THE WEST LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 131.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE SOUTH 59° 11' 39" WEST A DISTANCE OF 10.11 FEET; THENCE NORTH 47° 19' 42" WEST A DISTANCE OF 90.53 FEET; THENCE NORTH 39° 59' 40" WEST A DISTANCE OF 43.87 FEET; THENCE NORTH 59° 08' 24" EAST A DISTANCE OF 25.27 FEET TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES (2,555 SQUARE FEET), MORE OR LESS AND SUBJECT TO ANY LEGAL RIGHTS OF WAY AND EASEMENTS OF RECORD.

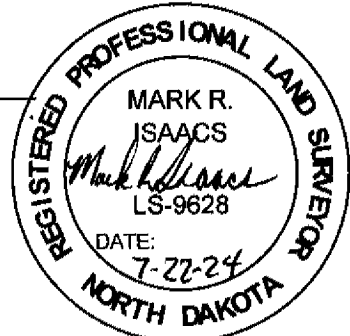


BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET. MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK AND ARE REPORTED IN GRID.

- FOUND SURVEY MONUMENT
- SET CAPPED REBAR LS-9628
- X — EXISTING FENCE

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

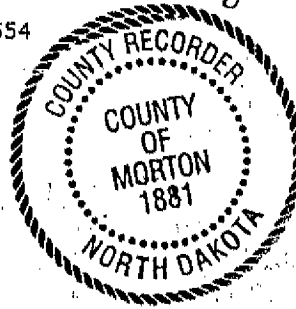
Mark R. Isaacs
MARK R. ISAACS, RLS 9628



Independent Land Surveying & Engineering Inc.
4215 OLD RED TRAIL NW, Mandan, ND 58554
Phone: 701-663-5184 PROJ # 24034

COUNTY RECORDER, MORTON COUNTY, ND **520609**
I certify that this instrument was filed and recorded.
Nancy Seefeldt, County Recorder Fee \$20.00
By Nancy Seefeldt July 22, 2024 2:45 PM

County Recorder *Bk 15 Pg 131* **520609**
Morton County
Mandan ND 58554 Page 2 of 2





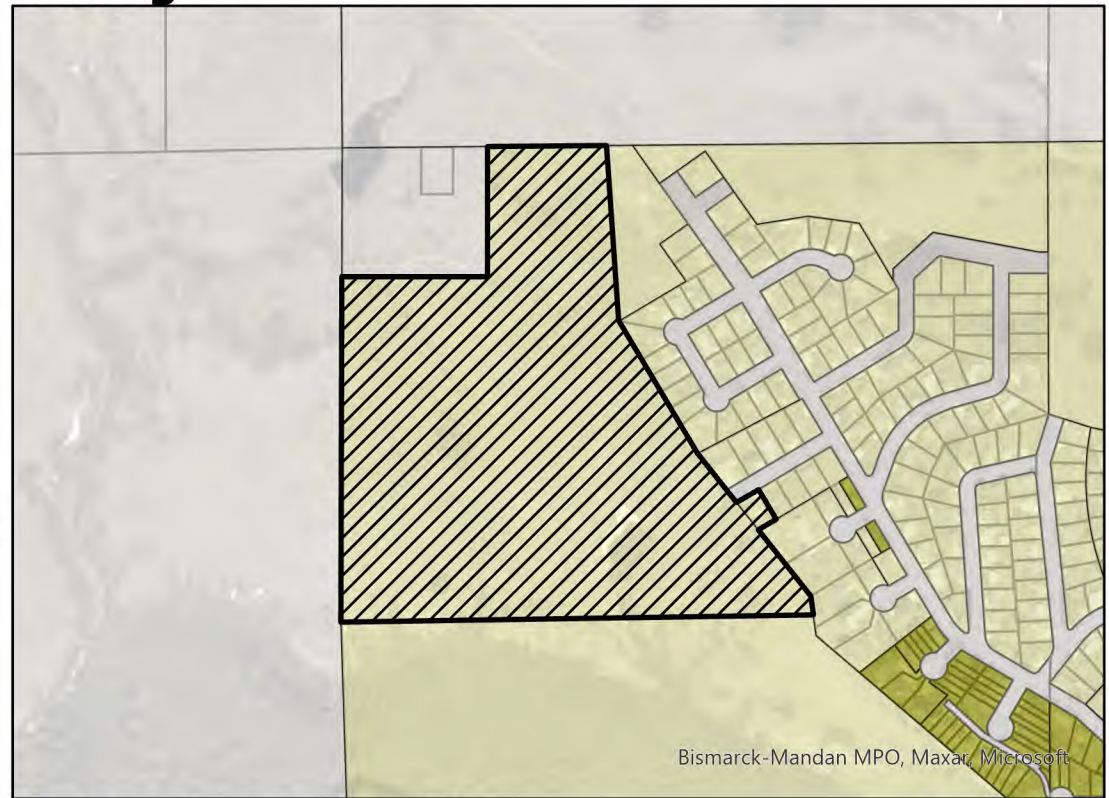
Zoning and Future Land Use Reference Map

Helbling 7th

Zoning

Zoning Map Key

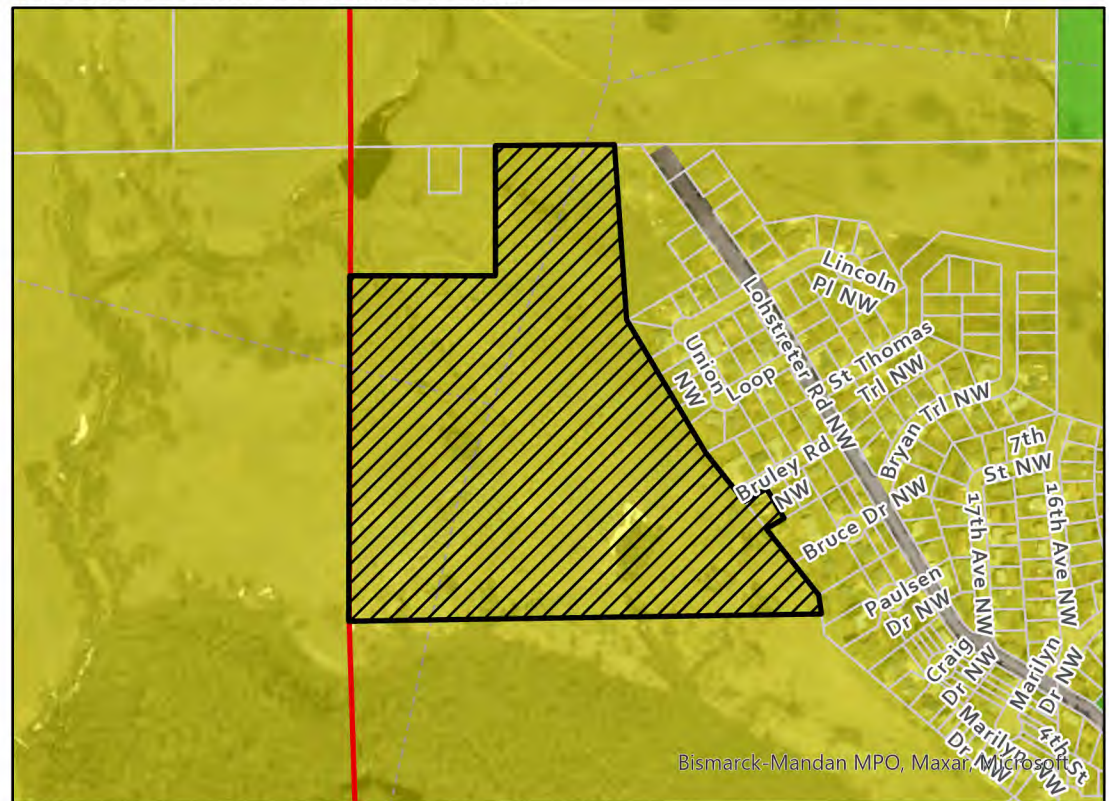
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- November '24 Planning Activities



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
- Parcels
- City Limits
- ETA Line
- November '24 Planning Activities

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: November 21, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Kari Schmidt, Communications Specialist
SUBJECT: 2025 Appointments to the Community Beautification Committee

STATEMENT/PURPOSE:

To consider appointments to the Community Beautification Committee.

BACKGROUND/ALTERNATIVES:

The Community Beautification Committee helps formulate and coordinate programs, projects and policies that enhance the aesthetic appearance of the community. It may also identify the need for amending the Mandan Code of Ordinances.

There are three positions up for consideration expiring at the end of 2024 needing filled. Candidates should be property owners or representatives of property owners in the City of Mandan. Representation is sought from both residents and businesses.

Applications were sought through an October news release with a requested deadline for responses by Oct. 31 or until the positions are filled.

Members whose terms are expiring:

- Brian Dehnert (Term: 2022-2024)
- Ruth MacDonald (Term: 2022-2024)
- Terra Solberg (Term: 2022-2024)

The committee met Dec. 12. Agenda items included consideration of recommendations for 2025 appointments. People submitting applications for consideration were:

- Heidi Hamelton
- Brian Dehnert

- Ruth MacDonald

ATTACHMENTS:

1. CBC - Brian Dehnert 10 02 24._Redacted
2. CBC - Heidi Hamelton 10 01 24_Redacted
3. CBC - Ruth MacDonald 10 25 24._Redacted

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

The Community Beautification Committee recommends the reappointment of Brian Dehnert and Ruth MacDonald, and appointment of Heidi Hamelton to the Community Beautification Committee for 3-year terms from Jan. 1, 2025 - Dec. 31, 2027.

SUGGESTED MOTION:

I move to approve reappointing Brian Dehnert and Ruth MacDonald, and appointing of Heidi Hamelton to the Community Beautification Committee for 3-year terms from Jan. 1, 2025 to Dec. 31, 2027.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 2, 2024 7:44:55 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Community Beautification Committee

Name (First & Last):: Brian Dehnert

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I have been on this committee for several terms and enjoy being a part of the group that helps to increase the aesthetic appeal of the city. It feels good to give back to the community and see improvements that you were a part of implementing.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: As an engineer and formerly worked doing landscaping I have a practical knowledge of how public spaces can be beautified through addition of trees and landscaping. I also work for a local company that allows me to organize and lead annual projects that brings equipment and volunteers to rehabilitate areas in need.

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Tuesday, October 1, 2024 11:50:17 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Community Beautification Committee

Name (First & Last):: Heidi Hamelton

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: As a newer resident of Mandan, I've quickly grown to appreciate the unique charm and sense of community this city offers. I'm passionate about making Mandan an even more beautiful and welcoming place for both residents and visitors. Serving on the Community Beautification Committee would give me the opportunity to actively contribute to preserving and enhancing our public spaces, helping to create a vibrant, clean, and visually appealing environment that fosters community pride. I believe that a well-maintained and aesthetically pleasing city encourages growth, boosts morale, and brings people together.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I bring over three years of experience as a City Assessor for Beulah, ND, where I gained valuable insights into city planning and zoning. I also have experience in grant writing, successfully securing two North Dakota Forest Service grants for tree removal and planting. I formed and served on Beulah's Tree Board for a year, where I led efforts to revitalize a small park in May 2024, which contributed to Beulah's qualification as a Tree City USA and earned Arbor Day recognition. My background in urban planning, grant management, and community projects has equipped me with the skills to contribute meaningfully to Mandan's beautification efforts.

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From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Friday, October 25, 2024 10:12:20 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Community Beautification Committee

Name (First & Last):: Ruth MacDonald

Address::

Phone Number::

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

Yes

Business or Organization Name (if applicable): NA

Functional Title or Role: Citizen

Please explain your reasons for wanting to serve on this board, commission, or committee:: I have enjoyed my term, and hope to continue serving to the community of Mandan.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have served one term on this committee, and was on subcommittees within it. I own a home and business in Mandan. I am always looking for ways to beautify and improve my property. In doing that, I have continued to seek areas around Mandan that we as a committee can discuss.

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City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: November 21, 2024
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: 2025 Appointments to the Mandan Growth Fund Committee

STATEMENT/PURPOSE:

To consider appointments to the Mandan Growth Fund Committee (MGF) for 2025-2027 terms.

BACKGROUND/ALTERNATIVES:

The MGF is a nine-member committee that considers requests for economic development incentives. It makes recommendations to the City Commission related to programs and applications for assistance to businesses desiring to expand or locate in the Mandan area with a focus on economic diversification, enhancing employment opportunities, expanding the local tax base, increasing capital investment, and improving the entrepreneurial climate.

Three positions for terms running Jan. 1, 2025 to Dec. 31, 2027 are up for consideration. Members may be representatives of the business community through ownership or employment with a Mandan business or Mandan residents. Additional factors considered include assuring representation from the business financing sector (commercial lending and/or equity investment) as well as that all major business districts have representation.

Applications were sought through an October news release with a requested deadline for responses of Oct. 31 or until positions are filled.

Members whose terms expire on Dec. 31, 2024 are:

- Jason Arenz (Term: 2022-2024)
- Lee Weisbeck (Term: 2022-2024)

- Jonathan Leonard (Term: 2022-2024)

The Growth Fund met on Dec. 11 to consider recommendations for appointments. Applicants were:

- Jordan Freitag
- Trey Wiest
- Jonathan Leonard
- Donovan Kruger
- Jonathan Hooker

All applicants were in attendance at the meeting. The committee was pleased with the amount of interest in the positions and encouraged those who did not get selected to try again next year.

ATTACHMENTS:

1. Growth Fund - Donovan Kruger 10 30 24_Redacted
2. Growth fund - Jonathan Leonard 10 22 24_Redacted
3. Growth Fund - Jordan Freitag 10 02 24_Redacted
4. Growth fund - Trey Wiest 10 04 24._Redacted
5. MARC , Civil Service, Growth Fund, Visitors Committee - Jonathan Hooker 10 23 24._Redacted

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal. Orientation and resource materials will be provided for new committee members.

LEGAL REVIEW:

n/a

RECOMMENDATION:

The MGF recommends the appointment of: Jordan Freitag, Jonathan Leonard and Jonathan Hooker for three-year terms from Jan. 1, 2025 through Dec. 31, 2027.

SUGGESTED MOTION:

I move to approve the appointment of: Jordan Freitag, Jonathan Leonard and Jonathan Hooker to the Mandan Growth Fund, all for three-year terms from Jan. 1, 2025 through

City Commission

Agenda Documentation

December 17, 2024

Subject: Jordan Freitag, Jonathan Leonard and Jonathan Hooker to the Mandan Growth Fund

Page 3 of 3

Dec. 31, 2027.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 30, 2024 10:43:27 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Growth Fund Committee

Name (First & Last):: Donovan Kruger

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: To whom it may concern,

I was raised in Mandan but moved out of state in the 1990s. I have lived in Minnesota and Colorado before moving back to Mandan in 2023. I returned to Mandan because I love this community and the potential it has.

I believe I bring a unique perspective of someone who has lived in bigger metro areas and have seen the result of bad decisions by local government and outside influence. I would like to contribute to the Mandan community by serving on the Growth Fund Committee in the hopes of helping Mandan grow as a result of good decision making.

Thank you for your consideration,

Donovan Kruger

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: My professional background consists primarily of work in the High Tech industry. I have worked for consulting firms of all sizes, as well as startup companies. If there is an desire to bring High Tech companies and talent into the area, I would be a great asset to the committee. That being said, I was also raised in retail (Mandan Drug) and greatly value having a retail and entrepreneurial presence in Mandan.

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Tuesday, October 22, 2024 9:58:04 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Growth Fund Committee

Name (First & Last):: Jonathan Leonard

Address::

Phone Number:: [REDACTED]

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role: Mandan Growth Fund

Please explain your reasons for wanting to serve on this board, commission, or committee:: I have had the privilege of serving on this board for the past two years, and during that time, I have thoroughly enjoyed helping businesses in Mandan succeed. I believe we have made significant strides in creating a better environment for business growth. I am eager to continue this mission with the Mandan Growth Fund, contributing my experience and passion to further enhance our community's economic development. I wish to continue with the committee to see Mandan thrive and do great things in the future.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have worked in the Mandan community for the past 12 years and have been a resident for 7 years. My experience in the financial sector has equipped me with valuable insights that I believe greatly benefit the committee. Additionally, my passion for seeing Mandan thrive drives my commitment to support the community in any way possible. I am dedicated to leveraging my skills to contribute to the growth and prosperity of our city.

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 2, 2024 7:58:54 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Growth Fund Committee

Name (First & Last):: Jordan Freitag

Address::

Phone Number:: [REDACTED]

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

Yes

Business or Organization Name (if applicable): CHI St. Alexius Bismarck

Functional Title or Role: Safety and Emergency Manager

Please explain your reasons for wanting to serve on this board, commission, or committee:: Local businesses have slowly been recovering post-pandemic; some are still on the border from shutting down do due slower downtown spending activity from high inflation felt by everyone. Starting a small business today is more difficult than ever now and business owners are looking for solutions to lower start up costs and operating costs to sustain future growth. There is a fundamental principle that when business stays local; everyone around thrives.

Another dimension I understand is that Mandan can have a role in helping small businesses succeed, such as downtown improvement projects that encourages economic activities (storefront improvements, public grounds improvement, Parks and Recreation projects, parking plans, assistance funds for marketing/advertising etc.)

I love the atmosphere of downtown Mandan and taking the motorcycle out on the strip and I see the potential to see the city grow even further.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have had the privilege for serving in the North Dakota Army National Guard as an Army Engineer Captain part-time for almost 14 years. I have taken pride in serving my community in natural disasters, pandemics, and civil unrest. I am expanding my knowledge in supply chain/logistics in the public sector. My current role is the Plans Officer for the 164th Engineer Battalion in Minot, ND.

In the past I have worked in my family owned construction business in Bismarck for 8 years as a project manager. The business has served the community since 1978. From that perspective, it hurts me to see when local businesses in the area are shutting down after years of owner's "sweat equity" and long nights of planning are marginalized. I understand what resources local businesses and employees need to survive and stay healthy. In many ways Mandan has made it easier than neighboring cities to start businesses, but there is always room for improvement.

Now, I am currently 32 years old now with a beautiful 9 year old daughter and fiance. I moved to Mandan last year from my home in Bismarck and appreciate the difference in the the parks and recreation, local events, and the city lights during Christmas season. All of these subtle activities continue to encourage a family safe environment that are vital for growth in the community.

Full time I work at CHI St. Alexius as their Emergency Manager and chair/co-chair the Emergency Management Committee, Safety Committee, Safe Patient Handling Committee, and participate in many other committees in Burleigh and Morton County relating to Emergency Management. I currently hold an MBA from the University of Mary, a BBA from the University of Kansas, an Architectural Drafting education from NDSCS. I have come fond of researching cost vs. benefit solutions, risk analysis, and leveraging generative AI in my decision making for maximizing time.

In conclusion, I have much experience and perspective in small business, I have experience conducting productive corporate meetings, and have a large stake for my community to succeed. I can bring a younger voice to your committee and have the desire to hear what local residents and business owners need.

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Friday, October 4, 2024 1:46:15 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Growth Fund Committee

Name (First & Last):: Trey Wiest

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable): Starion Bank

Functional Title or Role: Cash Management Officer

Please explain your reasons for wanting to serve on this board, commission, or committee:: I am eager to serve on the Mandan Growth Fund Committee because I am deeply committed to fostering economic development in our community. As a resident of Mandan and a Cash Management Officer at Starion Bank, I have a vested interest in supporting local businesses and enhancing the entrepreneurial climate.

I believe that assisting businesses in expanding or establishing themselves in Mandan is crucial for creating job opportunities and strengthening our local economy. My experience in banking has provided me with insights into the financial needs of businesses, and I am passionate about using this knowledge to help companies thrive and contribute to our community.

Additionally, I am driven by the opportunity to positively impact the local tax base and stimulate capital investment. I see this committee as a vital platform to advocate for initiatives that will not only benefit individual businesses but also enhance the overall quality of life in Mandan.

Having recently returned to Mandan after several years away, I am excited to reconnect with my community and contribute to its growth. I believe that my background in business, coupled with my leadership training and hands-on experience, will allow me to provide valuable perspectives and recommendations to the committee.

Thank you for considering my application. I look forward to the opportunity to work collaboratively with fellow committee members to drive positive change in Mandan.

Thank you,

Trey Wiest

Cash Management Officer

? direct: 701-250-1442

? cell: 701-269-3880

starionbank.com

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: Dear Committee Members,

I am writing to express my interest in joining the growth fund committee. As a proud graduate of Mandan High School and a current resident of Mandan, I am deeply committed to our community. I am currently employed at

Starion Bank as a Cash Management Officer, where I focus on delivering exceptional service to local businesses and their clientele.

I hold two degrees from the University of Jamestown: one in Business Administration and the other in Business Banking, complemented by a minor in Leadership. My educational background has significantly influenced my development as a leader. Additionally, I am currently pursuing an MBA online through the University of Jamestown, which I expect to complete in approximately two years.

With nearly three years of banking experience, I have gained diverse insights from various markets. I spent about two years in the Jamestown community, followed by six months in the St. Paul area before returning to Mandan. After five years away for college and relocation, I am eager to engage with the community again and contribute to inspiring and leading positive change.

Thank you for considering my application. I look forward to the opportunity to discuss my potential contributions to the committee.

Warm regards,

Trey Wiest
Cash Management Officer
? direct: 701-250-1442
? cell: 701-269-3880
starionbank.com

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 23, 2024 1:20:16 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Architectural Review Commission

Civil Service Commission

Growth Fund Committee

Visitors Committee

Name (First & Last):: Jonathan Hooker

Address::

Phone Number::

Email Address::

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

No, but I own or work at a business in Mandan

Business or Organization Name (if applicable): The Innovation Barn

Functional Title or Role: Owner

Please explain your reasons for wanting to serve on this board, commission, or committee:: I am and always have been passionate about our community in Mandan. My primary goal in serving is the same goal I have in my business - to give back in a way that helps the people of Mandan prosper. I am flexible on which committee I serve on as I believe all have great value. I am particularly passionate about the growth committee as it directly impacts the small businesses I am so passionate about serving.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: My background is as an IT consultant, working up from simply doing tech work to leading a 40mm/yr business. From there I started Spark Group and The Innovation Barn where we serve local Mandan entrepreneurs through our startup incubation services and community coworking services. Beyond that, my wife and I serve as the Children's Directors at Engage Church in Mandan. In all things, I am passionate about finding ways to support and encourage the success of our local residents and small businesses in any way I can.

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City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: November 27, 2024
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT: 2025 Appointments to Mandan Architectural Review Commission

STATEMENT/PURPOSE:

Consider appointments to the Mandan Architectural Review Commission

BACKGROUND/ALTERNATIVES:

The Mandan Architectural Review Commission is responsible for reviewing site and building plans involving new construction, remodeling and alteration of commercial properties to assure such projects provide a desirable environment for their occupants, are compatible with the character of adjacent and surrounding developments, and are aesthetically of good composition, materials, textures and colors.

There are three positions that expire at the end of December. Letters of interest were sought to fill positions and we have had three people that have been recommended by the Commission: Kari Nardello, Ryan Welder, and Matthew Bradly

ATTACHMENTS:

1. MARC - Kari Nardello 10 03 24._Redacted
2. MARC - Ryan Welder 10 02 24._Redacted
3. MARC, Special Assessment Commission - Matthew Bradley 11 07 2024._Redacted

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

City Commission

Agenda Documentation

December 17, 2024

Subject: Kari Nardello, Ryan Welder, and Matthew Bradly to the Mandan Architectural Review Commission

Page 2 of 2

N/A

RECOMMENDATION:

The Mandan Architectural Review Commission recommends the appointment of Kari Nardello, Ryan Welder, and Matthew Bradly to three year appointments from Jan. 1, 2025 to Dec. 31, 2027

SUGGESTED MOTION:

I move to appoint Kari Nardello, Ryan Welder, and Matthew Bradly to the Mandan Architectural Review Commission for three-year appointments from Jan. 1, 2025 to Dec. 31, 2027.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 2, 2024 11:24:46 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Architectural Review Commission

Name (First & Last):: Kari Nardello

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I am a current resident of Mandan looking to join a board. I am very interested in making a community impact and look forward to learning more and using my knowledge to assist.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have lived in Mandan almost my entire life. I have an eye for helping others with their goals. I can contribute thoughts and opinions to help provide additional ideas to projects. I am very proactive and can follow along fast allowing me to make honest judgements to open up conversations to better contribute to matters.

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

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Wednesday, October 2, 2024 11:39:56 AM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Architectural Review Commission

Name (First & Last):: Ryan Welder

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: As a member of the Mandan community, I've been looking for an opportunity to serve the community. The city of Mandan has a unique heritage, aesthetic and vibe that I'd like to preserve and forge into the future.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I'm a banker by trade, so i don't have any direct qualifications or skills, however, i would bring problem solving skills, financial sustainability insight and strategic thinking qualities to the commission.

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From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Thursday, November 7, 2024 4:00:46 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Architectural Review Commission

Special Assessment Commission

Name (First & Last):: Matthew Bradley

Address::

Phone Number:: [REDACTED]
[REDACTED]

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role: Civil Engineer

Please explain your reasons for wanting to serve on this board, commission, or committee:: I believe volunteering to be a member on either the Architectural Review Commission or the Special Assessment Commission would give me the opportunity to be more involved in the community and give back to the City of Mandan.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: As a Civil Engineer I am familiar with both the Special Assessment process and review of construction plans and documents.

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



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 11, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: 2025 Appointments to the Civil Service Commission

STATEMENT/PURPOSE:

To consider an appointment to the Civil Service Commission.

BACKGROUND/ALTERNATIVES:

The duties of the Civil Service Commission are outlined in Chapter 20 of the Mandan Code of Ordinances. The commission consists of three members of the public at large. The Civil Service Commission makes recommendations regarding city personnel regulations and benefits, investigates any complaints related to the administration of the civil service system, and hears appeals on disciplinary matters. This committee meets as needed.

There is one position up for consideration expiring at the end of 2024 needing to be filled. Candidates should be Human Resource Professionals that either work or reside in the City of Mandan.

Applications were sought through an October news release with a requested deadline for responses by Oct. 31 or until the positions are filled.

Member whose terms are expiring:

- Amber Haman (Term: 2021-2024)

There were two applications submitted for consideration of 2025 appointments:

- Jennifer Gosch submitted her application for the upcoming term of the Civil Service Commission on December 10th, attached. Jennifer is a resident of Mandan as well as an HR Professional at Farm Credit Services of Mandan.

Jennifer has over 14 years of experience in the HR Field.

- Pam Trieb submitted her application for the upcoming term of the Civil Service Commission on December 12th, attached. Pam is a resident of Mandan and has 8 years of previous HR experience at the Baptist Health Rehab in Bismarck.

Staff encouraged applicants who did not get selected to apply again in the future.

ATTACHMENTS:

1. Civil Service - Jennifer Gosch 12 10 24_Redacted
2. Civil Service - Pam Treib 12 12 24_Redacted

FISCAL IMPACT:

Minimal, each member receives a stipend of \$35/meeting.

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

I recommend appointing Jennifer Gosch to serve the vacant term that runs through 2027.

SUGGESTED MOTION:

I move to appoint Jennifer Gosch to the vacant term of the Civil Service Commission for a 3-year term from Jan. 1, 2025 to December 31, 2027.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Tuesday, December 10, 2024 4:22:57 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Civil Service Commission

Name (First & Last):: Jennifer Gosch

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable): Farm Credit Services of Mandan

Functional Title or Role: Human Resources

Please explain your reasons for wanting to serve on this board, commission, or committee:: With being a Mandan resident and employee for 10 years now I have a great appreciation for the city. As an HR professional I am motivated to serve on this commission to contribute my experience and knowledge. By serving on the commission, it would provide me an opportunity to leverage my skills to impact our community positively. This role aligns with my commitment to foster fair and effective workplaces.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have over 14 years of experience in the HR field. I started my HR Career with Frito Lay managing and leading a team of 10 employees. From there I worked at Vibra Health Care as the Director of HR for 6 years, which has led me to the role I am in now working in the Human Resources Department at Farm Credit Services of Mandan. I have been working at Farm Credit for 4 years now.

Over my 14 years I have experience in managing, sales, recruitment, retention, payroll, compensation, workers compensation, OSHA, unemployment, coaching, policies, hiring, and corrective action/terminating.

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Kari N. Schmidt

From: donotreply@form.govoffice.com
Sent: Thursday, December 12, 2024 9:37 AM
To: Kari N. Schmidt
Subject: Committee/Board Application (form) has been filled out on your site.

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

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

Civil Service Commission

Name (First & Last):: Pam Treib

Address::

Phone Number::

Email Address::

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

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I have been a resident of Mandan for many years, I feel at this time in my life, I am looking for ways to improve and be involved in my community. I have experience in HR and Social Services for over 35 years and would like to be bring my experiences to the city of Mandan.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I am a licensed social worker for over 30 years. I have served people in vulnerable situations. My experience has been working with the elderly in long term care facilities as well as people with disabilities. During my career I also received my Masters degree in Human Resources and served as the Director of HR for the Baptist Health and Rehab for 8 years.

I feel that this experience could give great feedback to this committee. Thank you for your consideration

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City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: November 26, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider annual highway closure agreement

STATEMENT/PURPOSE:

To consider approving of the agreement necessary for the closure of state highways for events.

BACKGROUND/ALTERNATIVES:

Primarily, this agreement is to allow the Mandan Progress Organization to hold their events on state highways, typically Main Street. Individual permits will still need to be submitted to the city for each event that explains the details of the road closures. These special event permits are forwarded on to the North Dakota Department of Transportation district office for review and comments.

ATTACHMENTS:

1. Temporary Closure Agreement

FISCAL IMPACT:

Minimal

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the agreement with the NDDOT.

SUGGESTED MOTION:

I move to approve of the Long-Term Temporary Highway Closure Agreement, as presented.

**North Dakota Department of Transportation
AGREEMENT FOR LONG-TERM TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Mandan, whose address is 205 2nd Ave NW, as follows:

1. NDDOT hereby grants consent to the City to close any state highway within the City's jurisdiction. Each highway closure shall be reopened immediately after the conclusion of each event.
2. The City shall, within 48 hours of the anticipated closure, verbally notify and obtain the approval of the District Engineer.
3. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
4. The City will obey and enforce all federal, state, and local laws.
5. The City shall set up a proper, adequate and safe closure and detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the closure and detour. All signing required for the closure and detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
6. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
7. The City shall return the segment of highway to substantially the same condition it was in prior to the closure and detour.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
9. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
10. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
11. This agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



12. This contract shall be effective when signed by all parties and shall terminate on 12/31/2025.

EXECUTED the date last below signed.

APPROVED:

Amy Oster
CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Mandan

James Froelich
NAME (TYPE OR PRINT)

James Froelich
SIGNATURE

mayor
TITLE

11/14/24
DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION:

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1074 (Div. 70)
L.D. Approved 8-27-15





City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 2, 2024
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Revision of the Right-of-Way Permits

STATEMENT/PURPOSE:

To revise the current Right-of-permits and replace them with updated versions.

BACKGROUND/ALTERNATIVES:

The engineering department has received some complaints that the permit process is confusing, and it is unclear what the inspection process is. With the updated permits, we have included our inspection checklist on the permit, so that the contractors will be aware of the things we are inspecting for at the time of pulling the permit. It is the engineering department's hope that this transparency will lead to better products for citizens.

Along with the new permits, a new fee schedule is also being proposed for the Right-of-Way concrete and utility permits. The current fee schedule for the concrete permit is \$150 for new construction, \$75 for removal and replacement of existing concrete. The proposed fee schedule would include a \$25 option for repair without removal. As for the utility permit, the current fee is \$150 with an additional \$25 per opening. The proposed fee schedule would increase the additional opening fee to \$65. The engineering department is doing this to allow for randomized testing to be completed on the permits to ensure the work meets the construction specifications the city has.

The Engineering Department is also proposing the increase of construction bonds required for the Right-of-Way permit. The current bond is \$5,000. The engineering department would like to increase the bond for utility work to \$25,000 and for concrete work to \$10,000. These bonds exist to protect the city and the citizens from work that does not meet the required specifications. The bond must be in an amount such that the city can complete the work the contractor intended to do.

ATTACHMENTS:

1. ROW Permit Concrete Revised 2024
2. Utility Permit Revised 2024
3. Current ROW permit

FISCAL IMPACT:

There is no direct fiscal impact.

STAFF IMPACT:

There is no Staff Impact directly related to this agenda Item.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the presented revisions to the Right-of-Way permit and fee schedule.

SUGGESTED MOTION:

I move to approve the presented revisions to the Right-of-Way permit and fee schedule.



Date Issued _____ Permit No. _____
 Fee Paid _____ Received by _____

City of Mandan Permit to work within City Property/ Right-of-way

Project Street Address		Start Date	Estimated Completion Date
SIDEWALK/ APRON/ CURB & GUTTER ☐ NEW CONSTRUCTION - \$150 ☐ REMOVE & REPLACE - \$75 ☐ REPAIR WITHOUT REMOVAL - \$25			
Description of Work			
Contractor Name, Address, Phone & Email		Property or Utility Owner Name, Address, Phone & Email	
PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUANCE Inspection requests must be received the day before needed in order to guarantee inspection the day it is needed. Inspections are not performed after business hours or on Saturdays, Sundays or city holidays. For apron, curb & gutter or sidewalk work contact Engineering at 701-667-3225 <i>The contractor is required to furnish the city with evidence of a current state license and liability insurance. All types of work also require a construction bond with a minimum of \$10,000 coverage.</i>		INSPECTION CHECKLIST ☐ Sidewalk should be set at 5' in width (except when matching existing sidewalk of lesser width) Width _____ Length _____ ☐ 4" of base (washed sand, blended base, crushed concrete, etc.) ☐ 1.5 to 2% slope towards the street for all sidewalks ☐ 1/4" per foot elevation through the boulevard ☐ 3/4" Expansion material between private driveway and sidewalk on the private side ☐ 3/4" Expansion material at both ends of the 6" sidewalk set at 90° to the curb line ☐ 3/4" Expansion material at 50' intervals and when abutting existing concrete ☐ Setback from Back of Curb (different with each ROW). Typically set 1' off the property line ☐ ADA requirements checked ☐ All shut off valves are brought to grade and wrapped. ☐ Apron width. Residential 36' and commercial 40' before flares. Other rules may apply. Top _____ Bottom _____ ☐ No more than <u>two</u> driveways per lot; Two are allowed if conform to all other conditions rules ☐ 4' flare on each side of apron ☐ Aprons are a minimum of 2' from all streetlights, hydrants, or other infrastructure.	
I agree to hold the city harmless from any and all damages claimed by reason of carelessness, negligence, incompetence or omission on the part of myself or any person hired or employed by me in the performance of their work. This includes installation and maintenance of required storm water controls, guarding of excavations and failure to restore public property to as good or better condition as it was before the work regulated by this permit was commenced. I acknowledge that I have received and read the latest version of the City of Mandan specifications and details. I understand that I am responsible to install all work within the public right-of-way to the requirements contained in these specifications and details. I further understand that it is my obligation to notify the city of my progress in completing the work and that I am responsible to request inspections at specified times during the project. Any work that is found to be not in compliance with the specifications and details must be removed and replaced when ordered by the city. CONTRACTOR MUST CALL FOR MANDATORY FINAL INSPECTION.			
Print Applicant Name		Signature	
		Date	
Inspection Type of Inspection	Date	Passed? Yes No	Inspector
		Yes No	
Comments		Comments	



Date Issued _____ Permit No. _____
 Fee Paid _____ Received by _____

City of Mandan Permit to work within City Property/ Right-of-way

Project Street Address		Start Date	Estimated Completion Date
OTHER WORK IN RIGHT-OF-WAY LOCATION: BOULEVARD ☐ STREET ☐ check all that apply: water ☐ sewer ☐ storm sewer ☐ tree ☐ gas/electric ☐ communication ☐ street light ☐ \$160 (Plus \$65 for each additional opening)			
Description of Work:			
Contractor Name, Address, Phone & Email:		Property or Utility Owner Name, Address, Phone & Email:	
PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUANCE Inspection requests must be received the day before needed in order to guarantee inspection the day it is needed. Inspections are not performed after business hours or on Saturdays, Sundays or city holidays. For concrete inspections contact Engineering at 701-667-3225. For utility connection questions contact Public Works at 701-667-3240. <i>The contractor is required to furnish the city with evidence of a current state license and liability insurance. Most types of work also require a construction bond with a minimum of \$25,000 coverage.</i> I agree to hold the city harmless from any and all damages claimed by reason of carelessness, negligence, incompetence or omission on the part of myself or any person hired or employed by me in the performance of their work. This includes installation and maintenance of required storm water controls, guarding of excavations and failure to restore public property to as good or better condition as it was before the work regulated by this permit was commenced. I acknowledge that I have received and read the latest version of the City of Mandan specifications and details. I understand that I am responsible to install all work within the public right-of-way to the requirements contained in these specifications and details. I further understand that it is my obligation to notify the city of my progress in completing the work and that I am responsible to request inspections at specified times during the project. Any work that is found to be not in compliance with the specifications and details must be removed and replaced when ordered by the city. CONTRACTOR MUST CALL FOR MANDATORY FINAL INSPECTION.		UTILITY INSPECTION CHECKLIST ☐ Connections are fitted correctly and secured ☐ When removing Concrete, the whole Panel is to be removed and replaced ☐ When replacing asphalt roadway section, at the least a 2'x2' section must be removed in order to repave ☐ Work is completed in full ☐ Correct Materials are used ☐ Sidewalk and apron replacements are all subject to inspection based on concrete ROW permit inspection checklist ☐ Depth of material is matched to surrounding material	
Print Applicant Name		Signature	
		Date	
Type of Inspection	Date	Passed	Inspector
		Yes/No	
		Yes/No	
Comments			



Date Issued _____
Fee Paid _____

Permit No. _____
Received by _____

City of Mandan Permit to work within City Property / Right-of-way

Project Street Address:		Start Date:	Estimated Completion Date:
SIDEWALK / APRON / CURB & GUTTER ☐ NEW CONSTRUCTION - \$150 ☐ REMOVE & REP CE - \$75 ☐ REPAIR WITHOUT REMOVAL - \$25		OTHER WORK IN RIGHT-OF-WAY LOCATION: ☐ BOULEVARD ☐ STREET check all that apply: water ☐ sewer ☐ stormsewer ☐ tree ☐ gas/electric ☐ communication ☐ street light ☐ lawn sprinklers (no permit needed) ☐ \$150 (plus \$25 for each additional opening)	
Description of work. Attach plans if installing subsurface utilities. Allow one week for review.			

Contractor Name, Address, Phone & Email	Property or Utility Owner Name, Address, Phone & Email	
PERMIT IS VALID FOR 90 DAYS FROM DATE OF ISSUANCE Inspection requests must be received the day before needed in order to guarantee inspection the day it is needed. Inspections are not performed after business hours or on Saturdays, Sundays or city holidays. For apron, curb & gutter or sidewalk work contact Engineering & Planning at 701-667-3225 For all other work contact Public Works at 701-667-3240.		
<i>The contractor is required to furnish the city with evidence of a current state license and liability insurance. Most types of work also require a construction bond with a minimum of \$10,000 coverage.</i>		
I agree to hold the city harmless from any and all damages claimed by reason of carelessness, negligence, incompetence or omission on the part of myself or any person hired or employed by me in the performance of their work. This includes installation and maintenance of required stormwater controls, guarding of excavations and failure to restore public property to as good or better condition as it was before the work regulated by this permit was commenced. CONTRACTOR MUST CALL FOR MANDATORY FINAL INSPECTION.		
I acknowledge that I have received and read the latest version of the City of Mandan specifications and details. I understand that I am responsible to install all work within the public right-of-way to the requirements contained in these specifications and details. I further understand that it is my obligation to notify the city of my progress in completing the work and that I am responsible to request inspections at specified times during the project. Any work that is found to be not in compliance with the specifications and details must be removed and replaced when ordered by the city.		
Print Applicant Name	Signature	Date

Section below for Office Use

Inspections							
Type of Inspection	Date	Passed?	Inspector	Type of Inspection	Date	Passed?	Inspector
		Choose on				Choose or	
		Choose on				Choose or	
Comments							



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 3, 2024
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Request for Qualifications for Construction Engineering Services for Old Red Trail, Trail Mill & Overlay

STATEMENT/PURPOSE:

To consider issuing a Request for Qualifications (RFQ) for Construction Engineering Services for Old Red Trail, Trail Mill & Overlay

BACKGROUND/ALTERNATIVES:

The NDDOT awarded the city with a transportation alternative grant to complete the mill and overlay of a multi-use trail on the south side of Old Red Trail. The engineering department is requesting that the construction admin for this project be given to a qualified engineering firm.

ATTACHMENTS:

1. RFQ For ORT M&O

FISCAL IMPACT:

All costs related to this project will be assessed back to the park district.

STAFF IMPACT:

A selection committee will be formed to select an engineering firm.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the RFQ for construction engineering services.

SUGGESTED MOTION:

City Commission

Agenda Documentation

December 17, 2024

Subject: Consider approval of a request for qualifications for engineering services for Old Red Trail, trail mill & overlay

Page 2 of 2

I move to approve the RFQ for construction engineering services for the Old Red Trail, Trail Mill & Overlay.

REQUEST FOR QUALIFICATION
FOR COSTRUCTION ADMINISTRATION SERVICES

The City of Mandan hereby solicits written statements of qualifications from professional civil engineering firms for engineering services required for the purpose of:

Construction and contract administration services for the Old Red Trail multi-use trail mill & overlay project. Services shall include contract documents, reporting requirements, and include construction engineering services.

The project is to mill & overlay a multi-use trail on the south side of Old Red Trail from the intersection with Sunset Drive to 30th Ave NW, in Mandan. The project was successful in receiving DOT Transportation Alternatives funds in the amount of \$365,452. Therefore, the DOT requirements of accepting these funds will have to be followed and it is our expectation that our consultant manage those efforts.

The anticipated and general schedule of this project is to construct in 2025.

Written statements of qualifications shall address, as a minimum, the following items of consideration; the firms:

- 1) Past performance
- 2) Ability of professional personnel
- 3) Basic project understanding
- 4) Willingness to meet time and budget requirements
- 5) Location of firm's staff performing the work
- 6) Related experience on similar projects

The selection of the firm will be based on the evaluation of the statements of qualifications and potential interviews by the selection committee. The selection committee may interview all or none of the firms based on the qualifications. The selection committee will then forward their recommendations to the Board of City Commissioners for their consideration. Price will be negotiated with the selected firm. If an agreement on scope of work and cost is reached with that firm, an engineering agreement will be executed with them.

Written statements of qualifications from qualified consultants will be accepted until 4:30 p.m., Friday, January 10th. Statements of qualifications pages shall be numbered and limited to three (3) pages in length. Each statements of qualifications shall contain a cover letter signed by an authorized officer of the firm. The cover letter will not be counted as one of the three (3) pages. The qualifications may include appendices for more robust or additional information such as resumes, references, past projects, etc. that support the firm's capability. The appendices will not be considered as part of the three (3) pages and is not limited. The city anticipates reviewing the firm's qualifications shortly after they are received in order to schedule potential interviews during the week of January 13th and to conduct them during the week of January 20th. It is anticipated that a recommendation for selection will go before the Board of the City Commissioners for their consideration on the February 4th City Commission meeting.

During the RFP period, the city will accept questions in written form by emailing Riley McAdoo-Roesler at riley.mcadooroessler@cityofmandan.com with the subject line including the text "ORT Trail Mill & Overlay". All questions will be posted anonymously and answered within the city's RFP section of the city website. Additionally, interested firms may request a half hour meeting

REQUEST FOR QUALIFICATION
FOR COSTRUCTION ADMINISTRATION SERVICES

with city engineering staff to ask questions about the project. Those questions are subject to posting on the city website as well.

For consideration please submit one (1) electronic copy of to the:

City of Mandan
Engineering Office
205 2nd Avenue NW
Mandan, ND 58554
Engineering@cityofmandan.com
701-667-3225



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 4, 2024
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Audit Engagement Letter

STATEMENT/PURPOSE:

To consider the Audit Engagement Letter from Brady, Martz & Associates (Brady Martz) to provide audit services for the year ended December 31, 2024.

BACKGROUND/ALTERNATIVES:

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

The Audit Engagement Letter from Brady Martz details the following services:

- Audit Scope and Objectives
- Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
- Audit Procedures - Internal Control
- Audit Procedures - Compliance
- Other Services
- Responsibilities of Management for the Financial Statements and Single Audit
- Engagement Administration, Fees, and Other
- Reporting

The City's audit will occur during late spring to early summer of 2025. The results of the audit will be provided to the finance department and communicated to the Budget & Finance Committee, and Brady Martz will also present the results of the audit to the City Commission.

ATTACHMENTS:

1. Audit Engagement Letter

FISCAL IMPACT:

The fees detailed in the Audit Engagement Letter are listed below:

- Audit of the financial statements = \$44,000 (includes testing for one major federal grant program)
- Preparation of the financial statements = \$6,900
- Testing for more than one major federal grant program = \$4,400 per additional major federal grant program (if necessary)
- Assistance with the calculations for leases and subscription-based information technology arrangements = \$3,420 (estimated)

The City will allocate a portion of the fees above to the Morton Mandan Public Library and the Mandan Airport Authority based on their share of the total amount of expenses audited for fiscal year 2024.

STAFF IMPACT:

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

LEGAL REVIEW:

The Audit Engagement Letter was submitted to the City Attorney for review and approval.

RECOMMENDATION:

To approve the Audit Engagement Letter from Brady Martz to provide audit services for the year ended December 31, 2024.

SUGGESTED MOTION:

I move to approve the Audit Engagement Letter from Brady Martz to provide audit services for the year ended December 31, 2024.

December 4, 2024

City of Mandan
205 Second Avenue NW
Mandan, North Dakota 58554

We are pleased to confirm our understanding of the services we are to provide the City of Mandan for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Mandan as of and for the year ended December 31, 2024. In addition, separate financial statements will be issued for the Morton Mandan Public Library and City of Mandan Airport Authority. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Mandan's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Mandan's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Employer's Proportionate Share of Net Pension Liability
- 4) Schedule of Employer Contributions – Pension
- 5) Schedule of Employer's Proportionate Share of Net OPEB Liability
- 6) Schedule of Employer Contributions - OPEB
- 7) Notes to the Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Mandan's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and Individual Fund Statements and Schedules

2) Statement of Fund Activity Schedule

We will report on the following supplementary information in a separate written report accompanying our auditor's report.

1) Schedule of Expenditures of Federal Awards

2) Notes to the Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) List of Elected and Appointed Officials

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will

communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mandan's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Mandan's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Mandan's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

As part of the audit, we will perform the following nonaudit services:

- 1) Proposition of journal entries necessary to present the financial statements in accordance with accounting principles generally accepted in the United States of America.
- 2) Assistance with the drafting of your financial statements and related notes of the City of Mandan in accordance with accounting principles generally accepted in the United States of America.
- 3) Assistance with preparation of the data collection form.
- 4) Assistance with lease calculations required under GASB 87.
- 5) Assistance with subscription based information technology arrangements calculations required by GASB 96.
- 6) Preparation of 1099s

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement,

whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review when fieldwork begins.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited

financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You acknowledge Brady, Martz, & Associates, P.C., Brady Martz, LLC and its respective affiliates (collectively "BMA") service and product offerings extend beyond the scope of this engagement. You agree to permit BMA to internally disclose and utilize your confidential information for the purposes of assessing and communicating additional services or products that may be of interest to you. You further acknowledge that your confidential information will be used and disclosed in compliance with BMA's duties regarding confidentiality. You further acknowledge that you are under no obligation to purchase additional services or products and that the terms and conditions of any additional services or products would be provided in a separate engagement letter.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brady Martz & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brady Marz' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Mindy Piatz is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$44,000 for the audit of the financial statements and \$6,900 for the preparation of the financial statements. A separate fee will be charged for assistance with the calculations for GASB 87 regarding leases and assistance with implementation of GASB 96 regarding subscription based information technology arrangements at \$95 per lease or SBITA. We are also required to test additional items regarding budgets, per request from the North Dakota State Auditor's Office. The time spent testing these items will be separately billed based on the time associated with the testing. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Brady Martz remains dedicated to timely, quality delivery of service that meet your evolving needs. A separate technology and data security fee will be billed in addition to the fee for the audit. This fee is calculated as five percent of the fee for our services. This fee enables Brady Martz to provide the ongoing technology infrastructure and data security required to maintain the level of service and support you expect.

The above fee estimate is based upon the organization receiving Federal Awards subject to the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* similar to the prior year. If due to a change in the Federal funding more than one program is required to be audited as a major program in the current year, an additional fee of \$4,400 will be charged per additional major federal program. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report.

Reporting

We will issue a written report upon completion of our Single Audit. Our report will be addressed to the Mayor and Board of City Commissioners of the City of Mandan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, to withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient and appropriate audit evidence, the ability of your personnel to provide the requested records and audit support in a timely manner, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. If your engagement is terminated, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Mandan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Brady, Martz & Associates

RESPONSE:

This letter correctly sets forth the understanding of the City of Mandan, North Dakota:

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 5, 2024
SUBMITTING DEPARTMENT: Grounds Maintenance
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider a 2025 budget amendment to the Public Works Budget

STATEMENT/PURPOSE:

Consider a 2025 budget amendment to the Public Works Budget

BACKGROUND/ALTERNATIVES:

Public Works is requesting approval for the acquisition of a 1-ton vehicle, equipped with a dump box and snow plow, to replace a unit that was involved in an accident in 2024 and was determined to be a total loss. The replacement vehicle will be allocated for shared use by the Grounds Maintenance, Forestry, and Cemetery departments to facilitate their essential operational activities. The proposed cost of the vehicle is \$88,000.

The City has received funds from the sale of the vehicle deemed a total loss and the auction of two additional vehicles from the respective departments. These funds total approximately \$16,000 and will be used towards the purchase of the replacement vehicle.

ATTACHMENTS:

None

FISCAL IMPACT:

\$88,000 to grounds maintenance budget line item (100.161.62114)

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster's office has reviewed this document.

RECOMMENDATION:

To amend the 2025 Public Works budget to include an additional \$88,000

SUGGESTED MOTION:

I move to amend the 2025 Public Works budget for an additional \$88,000.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the 2025 Youthworks grant agreement. The Agreement will be from January 1, 2025, to December 31, 2025.

STATEMENT/PURPOSE:

To consider approval of the Youthworks grant agreement. The Agreement will be from January 1, 2025 to December 31, 2025.

BACKGROUND/ALTERNATIVES:

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services, the North Dakota Association of Counties, city and county jurisdictions, and Youthworks (GRANTEE). Youthworks shall provide placement, attendant care services, screenings, notify Juvenile Court of any youth placed within 24 hours and submit all documentation required. DJS, shall provide reimbursement to Youthworks. The term of this agreement shall be from January 1, 2025, through December 31, 2025. See attached grant agreement.

ATTACHMENTS:

1. AC-Shelter Agmt South Central - 2025

FISCAL IMPACT:

The City's cost for 2025 is \$14,832.00 and is already budgeted for under the Police Department's Operating and Maintenance budget.

STAFF IMPACT:

N/A

LEGAL REVIEW:

This document was reviewed by the City Attorney.

RECOMMENDATION:

I recommend approving the 2025 Youthworks grant agreement.

SUGGESTED MOTION:

I move to approve the 2025 Youthworks grant agreement.

GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), city and county jurisdictions as listed in Appendix A (JURISDICTIONS), and Youthworks (GRANTEE), Unique Entity Identifier # KCSJVSNHZZL5.

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administering these services; and

WHEREAS, JURISDICTIONS have identified and support GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, GRANTEE is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), found at https://www.ndaco.org/programs_and_services/jj/statewide-detention-support-services-sdss/, as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. TERM OF THE AGREEMENT

The term of this agreement shall be from January 1, 2025 through December 31, 2025. This agreement supersedes all previous agreements associated with the scope of services.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for delinquent and CHINS youth ages 10-17 who need a non-secure short-term placement option.
2. Provide Attendant Care services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth.
3. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior.
4. Notify the Juvenile Court of any delinquent youth placed in the facility within 24 hours of being placed.
5. Submit to NDACo all reports and documentation required by the Guidelines;

6. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other jurisdictions, but priority will be given to the JURISDICTIONS that are part of this agreement. GRANTEE will bill a daily rate to jurisdictions that are not part of this agreement and will track all money collected for purposes of subsequent contract periods.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines.

JURISDICTIONS shall provide funding to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines as well as the costs associated with providing shelter services to CHINS, as outlined in Appendix A.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the applicable grant conditions and assurances established by OJJDP for subgrant recipients of these federal funds as fully detailed in Appendix B.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where

necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE is required to complete Federal Civil Rights Non-Discrimination Training developed the Office of Civil Rights (OCR) found at www.ojp.gov/program/civil-rights/video-training-grantees/overview.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEOP) and submit an EEOP Utilization Report to the Office for Civil Rights, Office of Justice Programs, if it is a government agency or private business that is receiving an award of \$25,000 or greater and has 50 or more employees. The GRANTEE, if not required to submit an EEOP Utilization Report, will certify that it is exempt from this requirement by submitting an EEOP Certification Form.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or their agents, to conduct an audit at the expense of NDACo, DJS, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

IX. TERMINATION OF AGREEMENT

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the GRANTEE, NDACo and DJS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. **APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

XII. **CAPTIONS**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. **EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. **NOTICES**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business.

XV. **ASSIGNMENT**

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. **SUCCESSORS IN INTEREST**

The provisions of the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

XVII. **FORCE MAJEURE**

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVIII. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. **INDEMNITY**

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE must first qualify as

and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. GRANTEE also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

XX. INSURANCE

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

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

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A- "or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A- "rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3. The duty to defend, indemnify, and hold harmless the STATE under this Contract shall not be limited by the insurance required in this Contract.
4. The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Contract or by the contractual indemnity obligations of the GRANTEE.
5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
6. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE to terminate this Contract immediately.

8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

XXI. SPOILATION

GRANTEE shall promptly notify STATE of all potential claims that arise or result from this Contract. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

GRANTEE:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Youthworks

Melanie Heitkamp, Executive Director

Date

Signatures

In Witness Whereof the parties hereto have entered into this Agreement as evidenced by their signatures below:

For the Department of Corrections and Rehabilitation:

Michele Zander, Chief Financial Officer

Date

For the North Dakota Association of Counties:

Aaron Birst, Executive Director

Date

For Burleigh County:

Commission Chair

Date

For Emmons County:

Commission Chair

Date

For Kidder County:

Commission Chair

Date

For McLean County:

Commission Chair

Date

For Mercer County:

Commission Chair

Date

For Morton County:

Commission Chair

Date

For Oliver County:

Commission Chair

Date

For Sheridan County:

Commission Chair

Date

For City of Beulah:

Mayor

Date

For City of Bismarck:

Mayor

Date

For City of Lincoln:

Mayor

Date

For City of Mandan:

Mayor

Date

For Youthworks:

Executive Director

Date

APPENDIX A

PROPOSED BUDGET FOR 12 MONTHS	CALENDAR YEAR
BISMARCK L.E. SHELTER	2025
INCOME:	
BURLEIGH COUNTY	54,116.00
MORTON COUNTY	27,058.00
EMMONS COUNTY	1,750.00
MCLEAN COUNTY	12,360.00
MERCER COUNTY	8,240.00
OLIVER COUNTY	1,750.00
SHERIDAN COUNTY	1,750.00
CITY OF BISMARCK	37,080.00
CITY OF MANDAN	14,832.00
CITY OF LINCOLN	1,750.00
CITY OF BEULAH	1,750.00
UNRESTRICTED	40,000.00
TRIBAL PAYMENTS/PCAND (EST)	14,000.00
ATTENDANT CARE PROGRAM (EST)	12,000.00
TOTAL INCOME	228,436.00
EXPENSES:	
FULL TIME PERSONNEL WAGES	108,856.00
FULL TIME PERSONNEL FRINGE	29,656.00
OPERATIONAL COSTS (space, util, repairs, ins etc)	19,924.00
PART-TIME STAFF	70,000.00
TOTAL EXPENSES	228,436.00
NET INCOME	0.00

APPENDIX B

Grant Award Conditions**1**

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

4

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

7

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

8

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone

number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

33

Title II Performance Reports

The recipient shall submit annual performance reports. Performance reports shall be submitted after the end of the reporting period (October 1 - September 30), no later than December 30 of each year, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>.

34

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35

OJJDP- Title II - Withholding of funds for pending budget documentation

The recipient may not expend or draw down award funds until the recipient submits, and OJP reviews and approves, the required budget and budget narrative reflecting the total amount for the award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

36

The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.

37

The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

38

The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

39

Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

Non-profit organization recipient - Disclosure of process for determining compensation

For any year during the period of performance for this award as to which the recipient non-profit organization believes (or asserts) that it has satisfied the requirements of 26 C.F.R. 53.4958-6 (which relates to establishing or invoking a rebuttable presumption of reasonableness of compensation of certain individuals and entities), the recipient must make a prompt written disclosure to OJP that satisfies the requirements of this award condition.

(Under certain circumstances, a non-profit organization that provides unreasonably-high compensation to certain persons may subject both the organization's managers and those who receive the

compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a non-profit organization's compensation arrangements, however, may be available if the non-profit organization satisfied certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.)

Each disclosure required by this award condition must describe in pertinent detail the process used by the recipient non-profit organization to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). At a minimum, the disclosure must describe in pertinent detail --

(1) the composition of the body that reviews and approves compensation arrangements for covered persons;

(2) the methods and practices used by the recipient organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person;

(3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons;

(4) the written or electronic records that the recipient maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions.

For purposes of this condition, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, concurrent documentation.

This condition implements a law that affects the program under which this OJP award is made. In accepting this award, the recipient acknowledges that, following receipt of an appropriate request, OJP may be authorized or required by law to make information submitted pursuant to this condition available for public inspection.

44

Representation and agreement regarding funds in offshore accounts

In accepting this award, the recipient nonprofit organization --

(1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and

(2) agrees that, if, during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJP.

45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider Zoning Ordinance Rewrite Change Order #1

STATEMENT/PURPOSE:

Consider Zoning Ordinance Rewrite Change Order #1

BACKGROUND/ALTERNATIVES:

The City of Mandan Planning Department is requesting approval of Change Order #1 to the agreement with Stantec Consulting Services, Inc. for the Zoning Ordinance Rewrite project. This project aims to modernize the city's zoning codes to align with the comprehensive plan, best practices, and current development trends. Based on project progress, it has been determined that additional engagement with developers and stakeholders would be valuable to ensure the proposed ordinances are relevant and well-understood. The change order incorporates a three-part series of engagement meetings, a summary of major proposed zoning changes, and an extended timeline for additional staff and legal review. The project deadline will be adjusted from December 31, 2024, to May 31, 2025, to accommodate these additions.

The \$9,700 cost for the expanded scope has been addressed administratively through previously approved funds. However, as this contract amendment involves extending the project timeline and outlining the use of these funds, Commission approval is required for the contractual changes. This change order does not alter the original agreement's terms or funding limits but reflects a refinement of the project approach to achieve a more effective outcome.

ATTACHMENTS:

1. 112124 Change Order PSA - 1

FISCAL IMPACT:

\$9,700.00 via 2025 Contingency Fund

STAFF IMPACT:

Considerable staff time has gone into this project and the change order is expected to take additional staff time to prepare for, staff, and review.

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends approval of the change order.

SUGGESTED MOTION:

I move to approve the change order.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 1 Date 21 November 2024

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 193806446
733 Marquette Ave., Suite 1000
Minneapolis, MN 55402
Ph: (612) 712-2000
email: erin.perdu@stantec.com

"Client" City of Mandan
Client Project # n/a
205 2nd Ave. NW
Mandan, ND 58554
Ph: (701) 667-3215
email: andrew.stromme@cityofmandan.com

Project Name and Location: Mandan Zoning Ordinance Rewrite

In accordance with the original Professional Services Agreement dated July 11, 2024 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Additional scope:

- Incorporate a three-part series of engagement meetings with developers and other key stakeholders.
- Summary of major zoning changes proposed.
- Extend project timeline to accommodate further staff and legal review, and engagement meetings.

Total fees this Change Order	\$	9,700.00
Original agreement amount	\$	130,000.00
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-

Total Agreement	\$	139,700.00
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Effect on Schedule: Contract extension to May 31, 2025

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

City of Mandan

Erin Perdu, AICP, Principal
Print Name and Title

Jim Neubauer, City Administrator
Print Name and Title

Signature

Signature

Date Signed:

11/21/24

Date Signed:



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 10, 2024
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Abby Ritz (Advanced Engineering and Environmental Services)
SUBJECT: Task Order Amendment from Advanced Engineering and Environmental Services

STATEMENT/PURPOSE:

To approve the Task Order Amendment from Advanced Engineering and Environmental Services to perform a utility rate analysis for the City's long-term financial plan.

BACKGROUND/ALTERNATIVES:

In connection with the Task Order from Advanced Engineering and Environmental Services (AE2S) to provide capital improvement plan consulting services that was approved by the City Commission on October 1, 2024, the City needs to perform a technical utility rate analysis to develop and evaluate alternative rate designs for water, wastewater and stormwater in order to meet the City's future revenue requirements for the five-year capital improvement plan when adopted by the City Commission in 2025. At the completion of the utility rate analysis, AE2S will prepare a technical memorandum and present the results and recommendations to the City Commission. AE2S will also provide the City with a rate model tool for future use.

ATTACHMENTS:

1. Task Order Amendment

FISCAL IMPACT:

The additional services to be performed under the Task Order Amendment amount to \$53,000. The City has a budget balance of \$29,800 from the long-term financial planning project. The remaining amount of \$23,200 would need to come from the Water & Sewer Utility Fund.

STAFF IMPACT:

Staff time will be required by the finance department to provide information for the utility rate analysis.

LEGAL REVIEW:

The Task Order Amendment was submitted to the City Attorney for review and approval.

RECOMMENDATION:

To approve the Task Order Amendment from Advanced Engineering and Environmental Services to perform a utility rate analysis for the City's long-term financial plan and to amend the 2025 Budget in the Water & Sewer Utility Fund for the amount of \$23,200.

SUGGESTED MOTION:

I move to approve the Task Order Amendment from Advanced Engineering and Environmental Services to perform a utility rate analysis for the City's long-term financial plan and to amend the 2025 Budget in the Water & Sewer Utility Fund for the amount of \$23,200.

AMENDMENT TO TASK ORDER No. 5

Amendment No. 1

Effective Date of Task Order: Owner: **August 15, 2023**
Engineer: **City of Mandan**
Specific Project: **Advanced Engineering and Environmental Services, LLC**
Long-Term Financial Planning

Nature of Amendment:

☒ Additional Services to be performed by Engineer
☒ Modifications of payment to Engineer
☒ Modifications to time(s) for rendering services

Description of Modifications:

a. Engineer shall perform the following additional services:

1. Contract Management and Administration
 - a. Project Management including contract coordination, coordinating staff, schedule development and monitoring, budget review and control, and monthly project status reports.
 - b. Project Administration including monthly invoicing
2. Data Collection and Review
 - a. Coordinate with Owner's staff to collect appropriate financial data for analysis. Includes current utility rate information, current utility expenses, and City 5-year capital improvement plan.
3. Water Rate Analysis
 - a. Review data and develop test year revenue requirements and revenues.
 - b. Evaluate cost of water service for residential and commercial user classes.
 - c. Develop one (1) alternative water rate design to realign current rates.
 - d. Develop three (3) alternative rate increase projections to meet future revenue requirements.
4. Wastewater Rate Analysis
 - a. Review data and develop test year revenue requirements and revenues.
 - b. Evaluate cost of wastewater service for residential and commercial user classes.
 - c. Develop one (1) alternative Wastewater Rate Design to realign current rates.
 - d. Develop three (3) alternative rate increase projections to meet future revenue requirements.
5. Stormwater Rate Analysis
 - a. Review Data and Develop Test Year Revenue Requirements and Revenues.
 - b. Evaluate Cost of Stormwater Service for Residential, Commercial, and other potential user classes.

- c. Develop up to three (3) alternative stormwater rate designs to realign current rates.
 - d. Develop three (3) alternative rate increase projections to meet future revenue requirements.
6. Meetings
- a. Meet in person with Owner's Staff to review study results and evaluate impact and appropriateness of alternative rate designs. Some Engineer staff may attend virtually.
 - b. Meet in person with Owner's Staff and National Information Solutions Cooperative (NISC) representative to review rate designs and discuss implementation with billing software. Some Engineer staff may attend virtually.
 - c. In person presentation to City Commission to review study results, alternative rate designs, and proposed implementation.
7. Deliverable
- a. Technical memorandum summarizing assumptions, results and recommendations.
 - b. Excel rate models.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation on a lump sum basis of \$53,000.00.
- c. The schedule for rendering services under this Amendment is modified as follows:
- Data request approximately 2 weeks from signed contract.
 - Draft Deliverable Review Meeting within 2 months from receipt of requested data.
 - Final technical memorandum (TM) approximately 1 month from Draft Deliverable Review Meeting.

Agreement Summary:

Original Agreement amount:	\$ 74,500.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 53,000.00
Adjusted Agreement amount:	\$ 127,500.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

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

The Effective Date of this Amendment is December 17, 2024.

OWNER:
City of Mandan

ENGINEER:
Advanced Engineering and Environmental Services, LLC

BY:_____

BY: Jordan Geiger
Jordan Geiger (Dec 9, 2024 17:18 CST)_____

Date:_____

Date: 12/09/2024_____

Name: James Froelich_____

Name: Jordan Geiger_____

Title: Mayor_____

Title: Operations Manager_____



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 12, 2024
SUBMITTING DEPARTMENT: Fire
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Fire Chief
SUBJECT: Workforce Safety and Insurance Ergonomics Initiative Program - Fire Department

STATEMENT/PURPOSE:

Consider allowing staff to utilize the Work Force Safety and Insurance Ergonomics Initiative Program and amend the 2025 Fire Department Capital Outlay Budget and the 2025 General Fund Revenue Budget.

BACKGROUND/ALTERNATIVES:

North Dakota Workforce Safety and Insurance Ergonomic Initiative Grant Program provides employers with resources, including financial assistance, to address ergonomic issues. The purpose of the program is to reduce or eliminate cumulative-type injuries in the workplace. What typically begins as minor aches or pains, if ignored, has the potential to develop into costly claims. As a contributing member, the City of Mandan is eligible to utilize this program.

Fire Department Staff have been coordinating with Workforce Safety and Insurance (WSI) Staff to identify repetitive tasks that could be eliminated or greatly altered by utilizing different techniques or using different equipment. As a result, we have identified the need to purchase a riding lawn mower equipped with a snowblower to be used at Fire Station 2. Currently, staff utilize a walk behind snowblower and hand shovels to clear approximately 12,000 SQFT of concrete in the winter months. This purchase will allow us to maintain safe access to our facility during snow events while reducing the risk to personnel.

The cost of the machine that we have been communicating about with WSI is approximately \$24K, WSI would fund 75% of an approved purchase, while we as a city would be responsible for the remaining 25%. Thus for a \$24K machine, the City of Mandan would be responsible for \$6K. It is our recommendation to continue coordination with WSI to utilize the program and purchase an all-wheel drive riding

snowblower and lawnmower.

We have been in consultation with the Finance Department and in order to allow for the 25% matching funds (Approximately \$6K), we recommend utilizing the available General Fund cash balance.

We anticipate WSI approving this as a 2025 purchase. Should they wish to execute in 2024, we may need to amend the 2024 budget rather than the 2025 budget.

ATTACHMENTS:

None

FISCAL IMPACT:

Amend the 2025 Fire Department Capital Outlay Budget by \$24K and also amend the 2025 General Fund Revenue Budget by \$18K for the Workforce Safety and Insurance 75% cost share amount.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster's Office has reviewed this document

RECOMMENDATION:

To allow staff to utilize the WSI Ergonomics program and amend the 2025 Fire Department Capital Outlay Budget by \$24K and also amend the 2025 General Fund Revenue Budget by \$18K for the Workforce Safety and Insurance 75% cost share amount.

SUGGESTED MOTION:

I move to allow staff to utilize the WSI Ergonomics program and amend the 2025 Fire Department Capital Outlay Budget by \$24K and also amend the 2025 General Fund Revenue Budget by \$18K for the Workforce Safety and Insurance 75% cost share amount.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 12, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of Bookmobile Services Coordinator job description

STATEMENT/PURPOSE:

To approve the Bookmobile Services Coordinator Job Description.

BACKGROUND/ALTERNATIVES:

There are currently three active Bookmobile Service Associate positions in 2024. The Library has already been approved to replace one of these positions with the Bookmobile Service Coordinator position, moving from grade 12 to grade 16 in the year 2025.

This has been created to establish overall supervision of the Bookmobile Services operations. The draft of the new job description is attached for review.

Condrey has reviewed the job description and recommended the position be placed at grade 16.

ATTACHMENTS:

1. LIB13_BookmobileServicesCoordinator 12-10-2024- DRAFT

FISCAL IMPACT:

Grade 16 - \$26.39 minimum wage in 2025
The Library has already budgeted for this update in 2025.

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the Bookmobile Services Coordinator job description as presented.

City of Mandan
Bookmobile Services Coordinator (LIB/13)

Revised:	<u>October 2024; Condrey 2024</u>
Department:	<u>Morton Mandan Public Library</u>
Reports to:	<u>Library Director</u>
Grade	<u>16</u>
Dept. Manager Signature:	<u></u>
Human Resources Signature:	<u></u>
City Administrator Signature:	<u></u>
Employee Signature:	<u></u>

JOB SUMMARY

This position coordinates bookmobile and outreach activities and services to Morton County for the Morton Mandan Public Library. This includes bookmobile circulation and overall supervision of the Bookmobile Services operations.

MAJOR DUTIES

- Supervises assigned staff and assists in hiring and training of assigned positions.
- Oversees all bookmobile related functions; coordinates the development of bookmobile and outreach services and the roles of the associates.
- Develops schedule and routine for Bookmobile Services Associates; works with Public Services, Community Engagement Coordinator, and Director to assist with patron coverage in main library when needed.
- Updates and maintains bookmobile services handbook and website with support from staff committee.
- Plans, schedules, and coordinates all bookmobile activities and services including schedules, calendars, brochures, and flyers.
- Markets bookmobile and outreach activities and service programs; oversees bookmobile social media accounts.
- Purchases and maintains specific items for the bookmobile collection; assists in collection weeding and development.
- Maintains, creates, and prepares bookmobile statistics and usage; reports information to the Library Director.
- Maintains Baker and Taylor collection (ordering, returning, etc.)
- Coordinates, implements, and delivers/collects Book Bins for local schools, homeschools, after-school programs, care centers, and daycares.

City of Mandan
Bookmobile Services Coordinator (LIB/13)

- Coordinates, implements, and delivers/collects the Doorstep Library program for care centers and patrons.
- Plans and implements special programs, story time, and other activities; coordinates with towns and stops to participate in larger community events (i.e. Touch A Truck, etc.)
- Keeps bookmobile cleaned, stocked, prepared, and organized for stops and activities; organizes all school library cards by town and grade.
- Resolves complex bookmobile patron concerns, complaints, or issues regarding the use of bookmobile materials.
- May serve in the capacity of Director in the absence of the Library Director
- May assist the Library Director with daily operations or tasks.
- Coordinates with Community Engagement when applicable on programming, events, and activities for county outreach.
- Manages bookmobile volunteers and delegates tasks.
- Handles and reports bookmobile budget spending to the Library Director.
- Attends county meetings as requested by Library Director.
- Assists Library Director in the process of major decisions regarding the bookmobile. Examples could include major repairs, purchasing a new bookmobile, etc.
- Serves on the Library Leadership Team.
- Models quality customer service to all patrons on the bookmobile; fostering good relationships with all patrons, local businesses, and their school staff; greet and assist bookmobile patrons; check materials in and out; issue library cards; generate patron holds and other requests; handle overdue and lost notices; update patrons on new materials, new library programs and services.
- Drives and fuels bookmobile; performs bookmobile pre-checks before each outing; fills propane; schedules and maintains routine bookmobile maintenance checks and cleaning; reports and schedules maintenance and repair needs to the Library Director.
- Assists building maintenance in maintaining cleanliness and organization of garage stall regarding the bookmobile area.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of library bookmobile and outreach services principles and practices.
- Knowledge of library technology.
- Knowledge of bookmobile operation principles.
- Knowledge of collection management principles.
- Knowledge of computers and job-related software programs.
- Skill in supervision and training others.
- Skill in program development and implementation.
- Skill in interpersonal and public relations.
- Skill in maintaining accurate records and report preparation.
- Skill in meeting deadlines.
- Skill in oral and written communication.
- Skill in operating a larger, camper-sized vehicle.

SUPERVISORY CONTROLS

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

GUIDELINES

Guidelines include traffic laws, and city and library policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related patron services and vehicle operation duties. Frequent interruptions, inclement weather, and the unique needs of each patron contribute to the complexity of the position.
- The purpose of this position is to coordinate the provision of bookmobile/outreach activities and services to library patrons. Successful performance in this position assures the effective and efficient delivery of services to those patrons.

CONTACTS

- Contacts are typically with coworkers, other city employees, school personnel, day care providers, senior citizens, children, other patrons, and members of the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate persons.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, crouching, or stooping. The employee frequently lifts light and heavy objects, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizes the sense of smell. The employee must push and pull heavy book trucks.
- The work is typically performed in a library, in a bookmobile, and outdoors, occasionally in cold or inclement weather.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has functional supervision over Bookmobile Services Associates by providing input to evaluations based on tasks related to shared responsibilities and distribution of work.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associate with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of North Dakota for the type of vehicle or equipment operated.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 6, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: North Dakota Music Hall of Fame

STATEMENT/PURPOSE:

To hear a presentation from Marlo Anderson, President North Dakota Music Hall of Fame.

BACKGROUND/ALTERNATIVES:

We would like to secure time on the agenda for the December 17, 2024, meeting of the City Commission so that we could discuss the possibility of enhancing our organization's art display in Dykshoorn Park. We would also like to discuss the possibility of placing life-size bronze statues of the Hall of Fame inductees at various locations around the business district of the city.

Our goal would be to raise the money for these statues from local businesses and individuals, so the city would only be responsible for working in collaboration with our non-profit organization to place them. Our idea is something that would be much like the case with the bronze statues of the Presidents that are strategically placed in downtown Rapid City, SD. Just like in Rapid City, tourists would get to experience what our town has to offer as they travel from statue to statue. With the technology side of our business, we plan to incorporate augmented reality so that visitors could interact with these statues to bring the musicians to life and experience the music they created.

ATTACHMENTS:

1. Re_ ND Music Hall of Fame Request

FISCAL IMPACT:

n/a

STAFF IMPACT:

Time spent researching and discussions with North Dakota Department of Transportation related to allowable placement of figures.

LEGAL REVIEW:

n/a

RECOMMENDATION:

n/a

SUGGESTED MOTION:

This is simply a presentation, with no action required.

From: [Jim Silrum](#)
To: [Jim Neubauer](#)
Cc: [Marlo Anderson](#)
Subject: Re: ND Music Hall of Fame Request
Date: Monday, December 2, 2024 10:46:50 AM

Hi Jim,

I hope you had a happy Thanksgiving weekend.

The current board members are:

Marlo Anderson - President
Jim Silrum
Dave Blair
Brock Holbert

We have included this information on the [About Us](#) page of our website.

Let us know if you have any other questions.

On Mon, Nov 25, 2024 at 1:55 PM Jim Neubauer <jneubauer@cityofmandan.com> wrote:

Monday, November 25, 2024

Thanks Jim,

Who are the board members of the ND Music Hall of Fame?

I see registration on ND SOS site, but on ND MHOF site I don't see any board members?

Thanks!

Jim

From: Jim Silrum [mailto:jim@marloanderson.com]
Sent: Monday, November 25, 2024 1:46 PM
To: Jim Neubauer <jneubauer@cityofmandan.com>
Cc: Marlo Anderson <marlo@marloanderson.com>
Subject: ND Music Hall of Fame Request

Thanks for taking my call Jim. As you requested, here is the email I promised to send with our request.

We would like to secure time on the agenda for the December 17, 2024 meeting of the City Commission so that we could discuss the possibility of enhancing our organization's art display in Dykshoorn Park. We would also like to discuss the possibility of placing life-size bronze statues of the Hall of Fame inductees at various locations around the business district of the city. These statues would be beautifully done by the artist [Linda Little](#) who lives in Dickinson, ND. As you can tell from her website, Linda is an exceptional artist whose bronze pieces have been placed in the Pentagon, Medora, and Dickinson to name a few.

Our goal would be to raise the money for these statues from local businesses and individuals so the city would only be responsible for working in collaboration with our non-profit organization to place them. Our idea is something that would be much like the case with the bronze statues of the Presidents that are strategically placed in downtown [Rapid City, SD](#). Just like in Rapid City, tourists would get to experience what our town has to offer as they travel from statue to statue.

With the technology side of our business, we plan to incorporate augmented reality so that visitors could interact with these statues to bring the musicians to life and experience the music they created.

We can discuss more with the Commission to answer their questions. If you would like to know more about our organization, please visit our website at <https://ndmusichall.com/>.

Finally, we believe this will provide a significant tourist attraction for our city that will bring visitors year round, which will have a wonderful impact on our economy. I look forward to hearing back from you.

Sincerely,

--

Jim Silrum

Marlo Anderson, LLC

(701) 220-8227

--

Jim Silrum
Marlo Anderson, LLC
(701) 220-8227



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: November 26, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider engineering service agreement amendment for the Memorial Highway project

STATEMENT/PURPOSE:

To consider and possibly approve an amendment to the existing engineering service agreement with HDR to support the Memorial Highway reconstruction project.

BACKGROUND/ALTERNATIVES:

This amendment includes design services associated with city utilities on the west end of memorial highway, PCN 23278. In addition, bidding services and responses to requests for information related to the east end of memorial highway, PCN 23277 are included in the amendment.

The bid date for the east half of the project is on December 20th. The construction administration and public outreach services for the east half will be presented for consideration in a separate, upcoming amendment.

ATTACHMENTS:

1. Amendment 4

FISCAL IMPACT:

This amendment would increase the total engineering service agreement amount by \$377,063 to a total of \$1,764,528. These engineering services have been accounted for in the calculation of special assessments related to this project.

STAFF IMPACT:

Moderate effort working alongside the consultant during bidding, design, and public outreach will be required.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the engineering service agreement amendment, as presented.

SUGGESTED MOTION:

I move to approve the amendment to the engineering service agreement with HDR, as presented.

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

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

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

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

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

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

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

The not to exceed fee estimate will be increased \$377,063.00 for the additional scope of services. The total contract amount will increase from \$1,387,465.00 to \$1,764,528.00 and if desired by the OWNER can be amended as necessary.

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

HDR ENGINEERING, INC. ("HDR")

CITY OF MANDAN ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
November 2024

City of Mandan
PROJECT SCOPE OF SERVICES – Amendment 4
HDR Engineering, Inc.

PROJECT OVERVIEW

The North Dakota Department of Transportation (NDDOT) is proposing to reconstruct Memorial Highway from Main Street to 46th Avenue in Mandan (the Project). HDR has been coordinating with the City and NDDOT to complete preliminary engineering services (PE) for the Project. This scope and fee outline Amendment 4 for final design and engineering activities associated with the watermain, sanitary sewer system, and other related services for design revisions associated with PCN 23278, or west end storm sewer revisions and associated construction plan updates for the City of Mandan.

SCOPE OF SERVICES TO BE PERFORMED:

Task 100 – Project Administration

101 Project Development and Staff Meetings

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

102 Coordination with the City of Mandan

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

103 QC/QA Reviews

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

104 Progress Reporting and Invoicing

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

Deliverables

- Progress Reports
- Invoices

Task 200 – Preliminary Design of Watermain Distribution and Sanitary Sewer

Subconsultant: Advanced Engineering & Environmental Services

Task included in preliminary design scope of services

Task 300 – Environmental Documentation

Task included in preliminary design scope of services

Task 400 – Landowner Coordination

401 Utility Easements

Task included in preliminary design scope of services

402 Landowner Meetings and Stakeholder Outreach

Task included in preliminary design scope of services

Task 500 – Improvement District

Coordinate with City staff on review of street improvement district and cost opinions for tiered assessments including city-wide assessments.

Task 600 – Utility Easements

Coordinate with City staff on review of existing storm water easements associated with the east end storm sewer outfall.

Task 700 – Engineering Services

701 Final Design and Plan Preparation

Develop and coordinate final construction plan bid package and project bid. Coordination of City utility conflicts with franchise utilities and project bid activities between agencies.

Key Understandings and Assumptions:

- City of Mandan has been coordinating with MDU on overhead to underground conversion.
- Coordination activities include meetings, phone calls and emails.
- Project will bid through NDDOT.

Task 800 – Final Design of Watermain Distribution and Sanitary Sewer – Phase 3

Subconsultant: Advanced Engineering & Environmental Services, LLC

See Attached Scope of Services

Task 900 – American Rescue Plan Act (ARPA) Engineer Reports

Task included in preliminary design scope of services

PROJECT SCHEDULE

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

ACTIVITY	PROJECTED END DATE
Final Construction Plans	5/3/2025



HDR Engineering 2025 Hourly Billing Rates

Billing Title	Billing Rate
Managing Principal	280
Project Manager 7	280
Project Manager 6	260
Project Manager 5	240
Project Manager 4	225
Project Manager 3	210
Project Manager 2	195
Project Manager 1	180
Engineer 11	280
Engineer 10	260
Engineer 9	240
Engineer 8	225
Engineer 7	210
Engineer 6	195
Engineer 5	180
Engineer 4	165
Engineer 3	150
Engineer 2	135
Engineer 1	125
System Integrator 4	225
System Integrator 3	195
System Integrator 2	175
System Integrator 1	155
CADD/GIS Technician 6	185
CADD/GIS Technician 5	165
CADD/GIS Technician 4	145
CADD/GIS Technician 3	125
CADD/GIS Technician 2	115
CADD/GIS Technician 1	105
Technician 5	170
Technician 4	150
Technician 3	135
Technician 2	115
Technician 1	105

Billing Title	Billing Rate
Right of Way 4	195
Right of Way 3	175
Right of Way 2	155
Right of Way 1	120
Right of Way Coordinator	105
Environmental/Hydrologist/Geologist 6	210
Environmental/Hydrologist/Geologist 5	195
Environmental/Hydrologist/Geologist 4	170
Environmental/Hydrologist/Geologist 3	150
Environmental/Hydrologist/Geologist 2	130
Environmental/Hydrologist/Geologist 1	110
Surveyor 5	190
Surveyor 4	170
Surveyor 3	150
Surveyor 2	130
Surveyor 1	110
Construction Manager 5	245
Construction Manager 4	235
Construction Manager 3	215
Construction Manager 2	205
Construction Manager 1	185
Strategic Comm/Graphic Designer 4	165
Strategic Comm/Graphic Designer 3	145
Strategic Comm/Graphic Designer 2	130
Strategic Comm/Graphic Designer 1	105
Project Controller	120
Project Accountant	110
Project Assistant	105
Admin Assistant	85



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

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

REIMBURSABLE EXPENSES

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

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1714 each
Color 11x17	\$0.3602 each
Plots Bond	\$0.55 per sq. ft.



November 18, 2024

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

**Re: Memorial Highway Reconstruction
City Water & Sewer Final Design, Bidding Support, and Funding Support
Scope of Work and Fee Estimate**

Dear Mr. Mizera

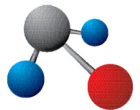
Advanced Engineering and Environmental Services, LLC. (AE2S) thanks you for the opportunity to submit this scope of services to HDR for the City water and sewer final improvements for the Memorial Highway Reconstruction Project (Project).

Proposed Scope of Services

AE2S will perform the following tasks for Design, Bidding, and Funding Administration Services.

1. Project Management

- a. AE2S services will consist of:
 - i. Internal and external team management,
 - ii. Schedule and budget management,
 - iii. Deliverables management,
 - iv. Integration of the AE2S team with the HDR team, City, and NDDOT
 - v. QA/QC review of deliverable.



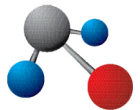
b. Assumptions:

- i. HDR will provide overall Project coordination and management with NDDOT.
- ii. Progress meetings will occur bi-weekly via Teams and be attended by AE2S Project Manager(s). For this scope of work we have assumed a total of 24 (1 hour) progress meetings, two in person meetings with City of Mandan, and a PSE review meeting (4 hours) with NDDOT.

2. West Half Water & Sewer System Final Design

a. AE2S services will consist of:

- i. A new 16-inch PVC watermain including 6-inch services, valves, hydrants, and typical watermain appurtenances.
- ii. Select sanitary sewer system replacement as agreed upon through preliminary engineering efforts. System will include new services and typical sanitary sewer appurtenances.
- iii. Demolition and design of new Speedway and Midway Sanitary Lift Stations.
- iv. Project plans will consist of:
 1. Section 6 – Plan Notes pertaining to City Utilities.
 2. Section 20 – General Details related to City Utilities and Sanitary Lift Stations.
 3. Section 57 – Plan and Profile construction sheets for water and sanitary sewer.
 4. Opinion of probable construction costs for the water and sewer design from 32nd Ave to Main.
 5. Support and Coordination with HDR for City Utility infrastructure removals for Section 40.



v. Funding Support:

1. Coordination with the State Water Commission and City for the submission of construction cost share applications for the East and West water main replacements.
2. Prepare and submit Preconstruction reimbursement requests on behalf of the City.
3. Prepare SRF Loan Application on behalf of the City.
Coordination with the DEQ and City for the submission of a SRF Loan application for the water/sewer improvements.

b. Assumptions

- i. HDR to provide Final corridor horizontal geometry and vertical alignment.
- ii. HDR is responsible for completing all other Plan Sheet Sections and compiling final PS&E documents.
- iii. HDR will prepare the overall project opinion of costs using the quantities provided by AE2S for the water and sewer bid items.

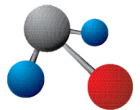
c. Deliverables

- i. Section 6 Microsoft word file of plan notes.
- ii. PDF copies of electronic distribution (ED) plans and digital signature plan set (DS).
- iii. AutoCAD Civil3D model of water and sewer replacements for HDR's use in their respective plan sections.
- iv. Final opinion of construction costs.

3. **Bidding Support**

a. AE2S services will consist of:

- i. Respond to contractor questions related to the water and sanitary sewer systems, lift stations, and associated components.
- ii. Provide HDR with documentation for addenda.



b. Assumptions

- i. HDR will compile addenda items and coordinate with the DOT.
- ii. Budget includes both East and West Bids.

Fee & Performance Schedule

Proposed Fee:

AE2S proposes a fee of \$278,516 for services associated with the above-described scope of work. We propose completing this scope of work utilizing standard hourly rates as attached to this scope of work. This fee assumes work will be completed in 2024/2025

Schedule for Deliverables:

AE2S's deliverables schedule will follow the overall NDDOT project schedule provided by HDR.

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

Sincerely,

AE2S

John Erickson, PE
Senior Project Engineer



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 2, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Visitors Sign (EMC) Replacement Request

STATEMENT/PURPOSE:

To consider a request for funds to replace the electronic visitors sign at the east end of Main St.

BACKGROUND/ALTERNATIVES:

In 2006, the Visitors Committee and City Commission approved a request of the Mandan Progress Organization for the City of Mandan to purchase an electronic sign to promote citywide events, school and park district activities. The approved request from the Visitors Promotion Fund in 2006 was for \$125,000, which also included the replacement of the streamers displayed during summer events. The sign was constructed and installed in 2009. The original manufacturer of the sign initially entered into a five-year parts warranty and after that renewed on an annual basis. In 2016, the vendor informed the city they would no longer renew the warranty after its expiration in Aug. 2017. The need for repair became more frequent and an updated sign with a higher resolution/picture quality was needed.

The sign was then replaced and upgraded to a 16mm pixel pitch sign in 2018 at a cost of \$32,700 with funding coming from the sales tax fund. The sign replacement in 2018 also had a five-year parts warranty.

In the last year and a half, several panels have been replaced at the cost of \$343 each. At the current time, the east side facing sign has three panels out of order. With the replacement of panels over the last year and a half, the new panels have a different level of brightness to them compared to the older panels. To fix this issue, the sign would need recalibrated at a cost of \$8,000 per side. However, we wouldn't want to recalibrate the signs until all panels are replaced, otherwise, the minute a panel is replaced the sign would need recalibrated again. There are a total of 96 panels for the two signs (east and west facing).

The City and Mandan Progress Organization (MPO) work together to promote community events in Mandan on the sign. The MPO has an electronic form for anyone to submit requests for the sign. Messages run for approximately two weeks. By agreement with the North Dakota Department of Transportation (NDDOT) because the sign rests on federal highway right of way, the whole message must appear for 7 seconds and then disappear for 2 seconds before another message can appear. Message guidelines were set and an agreement with NDDOT indicates the kinds of messages that can go on the board.

Communications Specialist Kari Schmidt sought quotes from four different vendors for replacement of the sign. The request included a quote to replace the 16mm sign with another 16mm sign, as well as upgrading to a 10 mm sign. The quotes include installation and disposal of the current sign. The 10 mm sign is a higher resolution sign which allows for better picture quality. Three quotes have been received thus far:

Vendor	10mm	16mm
Stewart Signs (<i>current vendor</i>)	\$43,144.30	\$37,888.30
Mann Signs	\$57,989 (<i>final electrical hookup not included</i>)	\$51,104 (<i>final electrical hookup not included</i>)
Bismarck Sign Co	\$56,864.25	\$53,115.31
Indigo Signs*	\$65,895 (10 mm) \$58,995 (9 mm)	n/a

**Quote received 12/13/24 after Visitors Committee meeting.*

The parts warranty is five years for all three vendors. Staff recommends upgrading the sign to 10mm through Stewart Signs. Stewart Signs works with a ND company for installation and disposal, just as they did in 2018. The request of the Visitors Fund is for up to \$45,000 should any other costs arise.

The average daily traffic counts in the area of the visitors sign include 18,000 entering and exiting I-94 on east Main; 17,000 just to the west of the intersection on Main; 8,700 off of Mandan Ave to East Main, and 8,300 off Memorial Highway to East Main. This marquee is a focal point in the promotion of Mandan events throughout the year.

Visitors Fund Uses. The Mandan Visitors Fund is generated from the 1% restaurant and lodging tax and must be used for capital improvements that attract visitors to the community. North Dakota Century Code 40-57.3-02 says "the moneys in the visitors' promotion fund must be used generally to promote, encourage, and attract visitors to come to the city and use the travel and tourism facilities within the city. The moneys in

the visitors' promotion capital construction fund must be used generally for tourism or the purchase, equipping, improving, construction, maintenance, repair, and acquisition of buildings or property consistent with visitor attraction or promotion."

ATTACHMENTS:

1. 10mm Atlas w install 1047258-2-quote-2024-11-27_0846
2. 16mm - Atlas w_Install - 1047258-1 City of Mandan 3139462
3. 242609-01_10mm EMC Proposal
4. 242609-02_15.85mm EMC Proposal
5. City of Mandan - 10mm EMC - Proposal
6. City of Mandan - 16mm EMC - Proposal
7. Quote 8987-00 Daktronics EMC
8. Daktronics Sketch
9. Quote 8989-00 - Cirrus EMC
10. Cirrus Sketch

FISCAL IMPACT:

\$45,000 from the Visitors Promotion Fund, The fund has a current available balance of approximately \$1M. This will require a 2025 budget amendment for the purchase of the sign.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

City Attorney Oster has reviewed the item.

RECOMMENDATION:

The Visitors Committee met on Dec. 6, 2024 and unanimously approved (with 1 member absent) the request of up to \$45,000 for the electronic marquee sign replacement.

SUGGESTED MOTION:

I move to approve providing up to \$45,000 from the Visitors Promotion Fund for the electronic marquee sign replacement at the east end of Main Street and to approve a 2025 budget amendment for the purchase of the sign.

Prepared for

Administrator of the City of Mandan

205 2nd Avenue NW
Mandan, ND 58554

Prepared by

Race Rogers

rrogers1@stewartsigns.com
1.888.237.3928 x2250

DESCRIPTION	PRICE
Double Sided Full Color Atlas Outdoor LED Sign Borderless and front-serviceable modular LED display. LED display • 10.66mm full color at 120 pixels high by 360 pixels wide (43,200 total pixels per side) • Active display area 4'2" x 12'7" (52.8 square feet per side) • Double sided LED cabinet, size 4'2" x 12'7" • 1 to 15 rows of text and use your own images and video clips • 10-year parts availability guarantee (see warranty for info) • ETL Listed and FCC Part 15 compliant See full display capabilities Communication method Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications Sign structure • Paint color: Black • Wall angle mount • Minimum wind load rating: 120mph, exposure B • Lifetime warranty on structure, including vandalism (see warranty for info) Electrical specifications • Total number of required 20 amp 240v circuits will be provided on engineer drawing. Max draw for whole sign: 15.8 amps. Custom options • Stewart Signs Managed Installation	\$43,144.30 
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight • Shipping of sign from factory to location	Included

Total: \$43,144.30
+ any applicable sales tax
Payment terms: Net 30 with Purchase Order Issued to Stewart Signs

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Prepared for: Administrator of the City of Mandan • Mandan, ND
Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

SHIPPING INFORMATION

All items related to this order

1711 12th Avenue SW
Minot, ND 58701
Attn: Mayer Electric

All items related to this order

1711 12th Avenue SW
Minot, ND 58701
Attn: Mayer Electric

Invoices

Administrator of the City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Freight shipments contact

Dawn Klein
701-838-8401

All items not specified here will be shipped to:

Administrator of the City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above.

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ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1047258-2

SIGNATURE

PRINT NAME

DATE

Race Rogers
Race Rogers, Sign Consultant

11/27/2024

Prepared for: Administrator of the City of Mandan • Mandan, ND
Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

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Prepared for: Administrator of the City of Mandan • Mandan, ND

Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

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INITIALS



2201 Cantu Court #215 Sarasota, FL 34232 • 1.800.237.3928 • Fax: 1.800.485.4280

Customer Installation Agreement and Specification

Prepared for Customer # 3139462 Administrator of the City of Mandan

1. Zoning / Building Permits

Permits: TO BE PAID BY THE CUSTOMER

- Sealed Engineer Drawings, if required by the local zoning department, and the permit with all acquisition fees will be invoiced separately. If the permit is denied, the customer is no longer obligated to this agreement and only responsible for any Engineer drawing and applicable permit acquisition cost(s).

Site Plan, Permit Documents Required by Local Jurisdiction is Customer Provided.

- A site plan is required **prior** to initiating any permitting or installation work. See attached Sample Site Plan.
- A site plan (plot plan) is a detailed map of the customer's property that typically includes location, with dimensions, of the property lines, buildings, sidewalks, streets, existing signs, and the desired location for the new sign(s). Measurements for the placement of the new sign should be from fixed locations with tolerance for up to +/- 6".
- On site installer survey is fee based and invoiced separately.

Permit Variance:

- Stewart Signs does not become involved in Variance applications and it is not part of this agreement. The customer is responsible for cost associated with variance proceedings.

2. Project Completion Time Line

- **Installation** will occur within 2-5 weeks from the sign shipment date. Standard installation consists of establishing a footer, sign tip up, and connection.

3. Installation Site Conditions

Site Conditions:

- The site will be free and clear of obstructions with adequate access for installation crews and equipment.

Underground Obstructions:

- The customer is responsible to specify sign location on the site plan
- The installer is responsible for A "Utility Dig" service to mark all underground utilities for sign site.
- Stewart Signs is not responsible for any damages or losses that are caused by unmarked underground obstructions.

Digging Conditions:

Unless noted in an addendum, installation costs are based on:

- Normal, undisturbed soil with no rock, fill, concrete, coral, asphalt, frozen conditions, etc.
- A water table below the depth of the required footer.
- Ground water intrusion into the foundation will incur additional costs.
- **Winter install is not part of this agreement and will require additional costs.**

4. Standard Working Hours

- Standard working hours are 8:00am to 5:00pm, Monday through Friday, excluding legal holidays.
- If additional trips are required due to some action or decision by the customer or an Act of God, the customer will be responsible for additional travel costs.

5. Materials

- If installation requires new footer, all necessary materials including concrete and rebar will be supplied by installer.

6. Disposal of installation materials and minor damages

- The installer will dispose of the excavated soil, crating material, and any installation debris.
- Good working practices are observed to leave each site in good condition.
- Minor cosmetic damages to the property such as tire ruts, spilled concrete, displaced soil, landscaping, etc. are to be considered normal.

7. Electrical: Customer provided

- **Electrical** circuit wiring to within 3 feet of the sign is the responsibility of the customer.
- **All** electrical work must be completed by a licensed electrician and meet all state and local electrical codes.
- The recommended voltage and amperage for each dedicated circuit is printed on the Sign Quote Form.
- If electric/data is not at the sign at the scheduled installation, the customer assumes responsibility for connectivity.

8. If Your Sign is Wi-Fi Wireless, Customer Provided Cabling Requirements and Building Penetration

- Wireless communication between the building's network and the LED sign requires mounting a wireless device on the outside of the building in line-of-sight between **the antenna** on the sign and the **wireless device on the building**. The installer will connect the building antenna if it is 10' or less from the ground level and there at the time of the scheduled installation, provided that the Cat5 cable has been penetrated through building wall, otherwise the customer assumes responsibility for connectivity. The customer is responsible for internal wiring and connections to their network device.
- Wall penetration is governed by local building and fire codes. Building membranes and other wall construction designs may require special consideration and inspecting for wiring, plumbing, ductwork, etc. before penetrating any wall.
- **Stewart Signs does not perform building penetrations as part of the sign installation process.** The wireless device weighs approximately 3 ounces and is attached to the building using mounting brackets and the hole sealed with silicone.
- Contact Stewart Signs at 855-841-4624 for any programming concerns or questions.

9. Post Agreement Changes: Circumstances may change during the installation process.

- Stewart Signs will inform the customer of any additional costs when unforeseen conditions occur. The install will stop until the additional cost receives written approval.

10. Installation onto existing structures: IF APPLICABLE TO THE EXTENT PERMITTED BY STATE LAW:

- Customer shall agree to defend, identify, and hold harmless Stewart Signs and the installer from liability and claim as new sign is being installed onto existing structure and footer. Stewart Signs and installer are NOT responsible for the integrity of the existing structure or footer.

Scope of work to include:

Customer MUST supply required electricity within 3' of the sign prior to installation - Permit fees included.

Managed install includes: Acquire all necessary permits - Complete site survey - Receive and inspect NEW LED section - Remove and dispose of existing LED section - Install new sign onto existing poles via wall angle mounts - Mount control box - Connect means of communication - Connect customer supplied electric - Power up and test sign - Dispose of all shipping and installation debris - Installer must verify that all is good before they leave and obtain final sign-off

ADDENDUMS

- **Electric provided by customer must be within 3 feet of the install location at the time of installation for final connection to be made by installer. If electric is NOT available at the time of installation final connection becomes the customer responsibility.**
- **Removal and Disposal of existing sign INCLUDED**
- **Permit and acquisition fees are ARE included. Permit and Sealed engineered drawings, if required by local jurisdiction will be billed to the customer. All costs will be itemized and invoiced to the customer at project completion.**

***** Any change to this agreement requires signed approval by both the customer and Stewart Signs.***

Installation price: Included in quote
Price valid until: 02-20-2025
Sign type and size: Atlas 4'2" x 12'7"
OAH: N/A
Quote #: 1047258-1
Communication Method: Cellular Modem

INTERNAL USE ONLY

Installation Coordinator: NM
Approval Date: 11/20/2024

The foregoing agreement is exclusive and in lieu of all other agreements whether written, oral, or implied.

I understand and agree to the above standards and conditions.

Responsible person's signature: _____

Title: _____

Date: ____/____/____

Print name: _____

Organization name: _____

Phone: (____) ____-____

WE BUILT YOUR SIGN LET US INSTALL IT TOO



COST EFFECTIVE

We have delivered over 50,000 signs across the country and have established relationships with vetted installers.



EFFICIENT AND COMPREHENSIVE PROCESS

From order processing, until your installation is complete and your sign is fully operational we cover everything in between.



PEACE OF MIND

A dedicated project manager will work with you throughout the entire project.



EXPERTISE

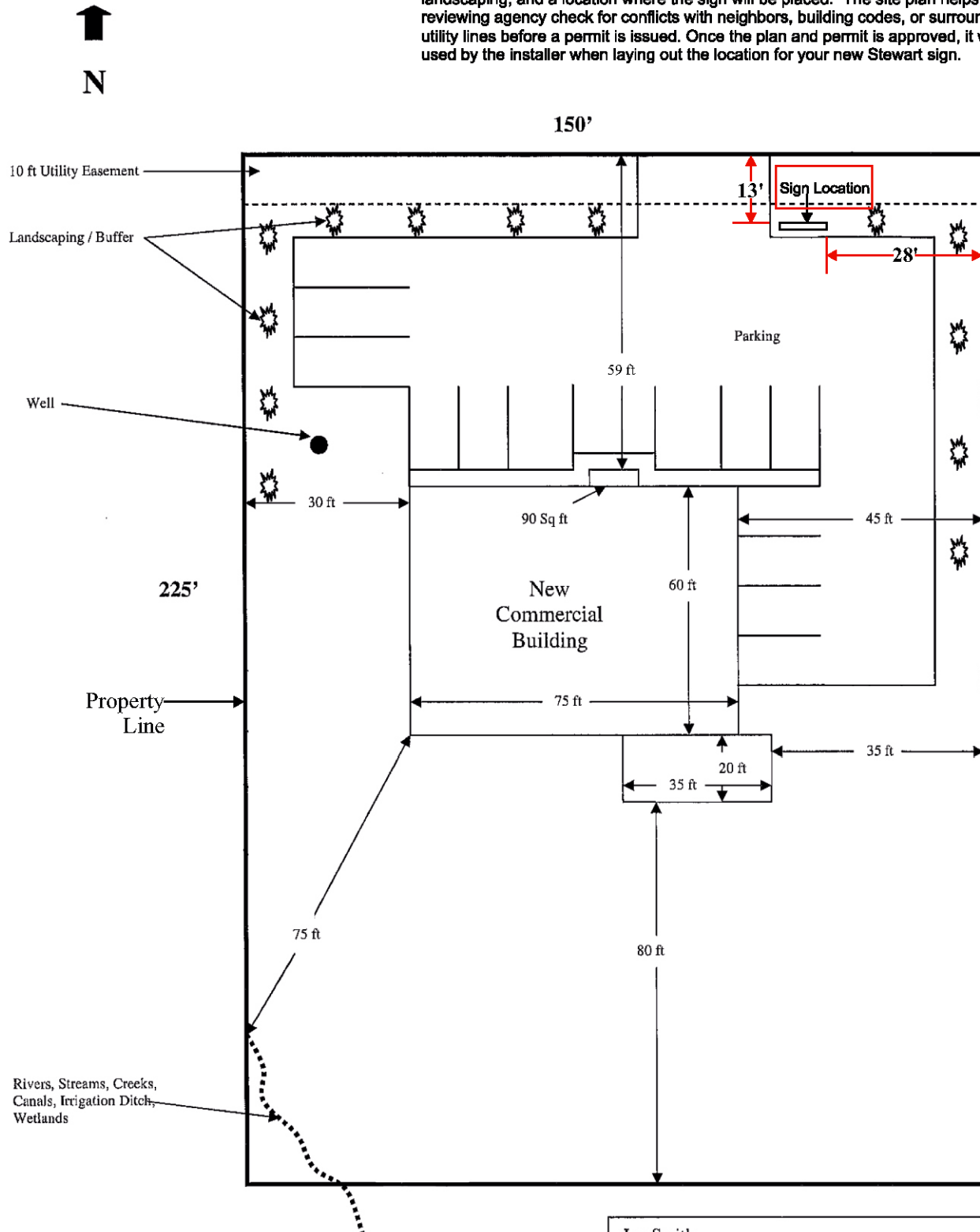
We have over 50 years experience in manufacturing signs. We know the product better than anyone else.

- ✓ Comprehensive project management
- ✓ Trusted network of local installers
- ✓ Zoning / Code Check
- ✓ Permits
- ✓ Sign Shipment Coordination
- ✓ Pre-install Inspection of Sign
- ✓ Removal of Existing Footer / Sign
- ✓ Quality Check
- ✓ Site Clean-up

stewartsigns.com ■ 800-237-3928

What is a Site Plan?

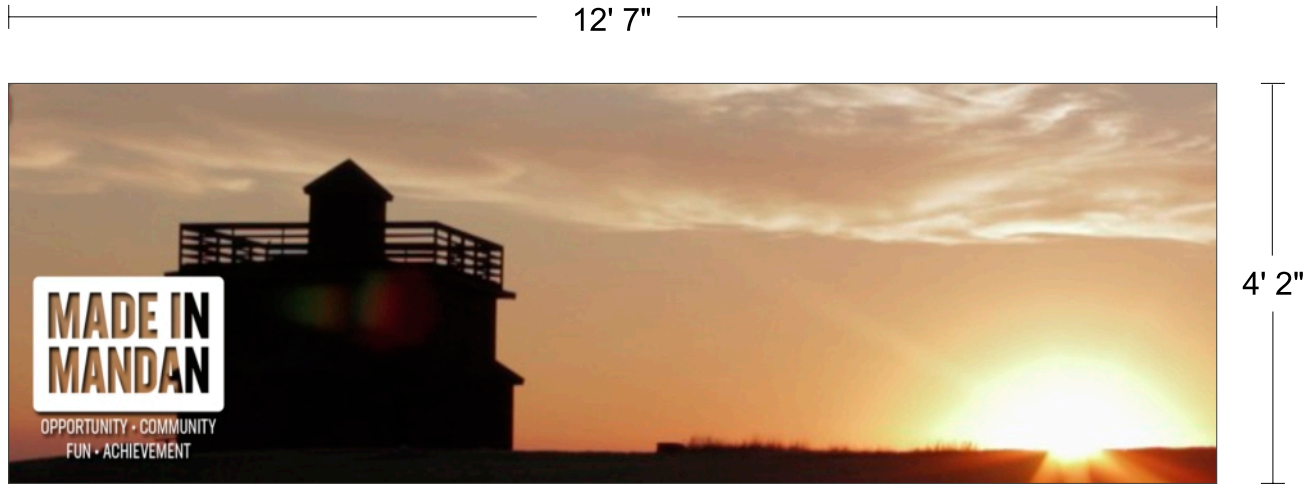
A key component in getting a sign project approved is a property site plan. Many jurisdictions will require one before moving forward in the permitting and installation process. A site plan usually shows measurements along with a building footprint, roadways, parking, drainage facilities, sewer lines, water lines, trails, lighting, landscaping, and a location where the sign will be placed. The site plan helps the reviewing agency check for conflicts with neighbors, building codes, or surrounding utility lines before a permit is issued. Once the plan and permit is approved, it will be used by the installer when laying out the location for your new Stewart sign.



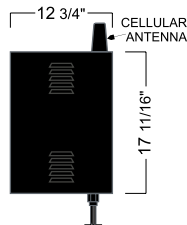
SAMPLE SITE PLAN

NOTE: All easements must be shown and identified.

Joe Smith
100 W. Anywhere Street
Parcel # 55-55-55-55-5555
Ph. 555-555-5555
Scale: 1" = 30'
Put Drawing Scale Here



Remote control box
 with ethernet cable



Stewart Signs
 ONE SIGN, ONE COMPANY
 1-800-237-3928 stewartsigns.com

Atlas Color 16mm 80x180
 (200) Sk: 1047258-1 Cust: 3139462
 10/25/2024 F/rRogers PROPOSAL
 Scale: 1/2"=1' Color:

Signature _____
 Date _____

Please confirm that all lettering, colors and graphics are correct before signing. Changes to artwork after signature is received will incur a \$500 art change fee.



Prepared for

Administrator of the City of Mandan

205 2nd Avenue NW
Mandan, ND 58554

Prepared by

Race Rogers

rrogers1@stewartsigns.com
1.888.237.3928 x2250

DESCRIPTION	PRICE
Double Sided Full Color Atlas Outdoor LED Sign Borderless and front-serviceable modular LED display. LED display • 16mm full color at 80 pixels high by 240 pixels wide (19,200 total pixels per side) • Active display area 4'2" x 12'7" (52.9 square feet per side) • Double sided LED cabinet, size 4'2" x 12'7" • 1 to 10 rows of text and use your own images and video clips • 10-year parts availability guarantee (see warranty for info) • ETL Listed and FCC Part 15 compliant See full display capabilities Communication method Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications Sign structure • Paint color: Black • Wall angle mount • Minimum wind load rating: 120mph, exposure B • Lifetime warranty on structure, including vandalism (see warranty for info) Electrical specifications • Total number of required 20 amp 240v circuits will be provided on engineer drawing. Max draw for whole sign: 16 amps. Custom options • Stewart Signs Managed Installation	\$37,888.30 
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight • Shipping of sign from factory to location	Included

Total: \$37,888.30
+ any applicable sales tax
Payment terms: Net 30 with Purchase Order Issued to Stewart Signs

INITIALS

Prepared for: Administrator of the City of Mandan • Mandan, ND
Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

SHIPPING INFORMATION

All items related to this order

1711 12th Avenue SW
Minot, ND 58701
Attn: Mayer Electric

All items related to this order

1711 12th Avenue SW
Minot, ND 58701
Attn: Mayer Electric

Invoices

Administrator of the City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Freight shipments contact

Dawn Klein
701-838-8401

All items not specified here will be shipped to:

Administrator of the City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above.

INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1047258-1

SIGNATURE

PRINT NAME

DATE

Race Rogers
Race Rogers, Sign Consultant

11/21/2024

Prepared for: Administrator of the City of Mandan • Mandan, ND
Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

INITIALS

Prepared for: Administrator of the City of Mandan • Mandan, ND

Prepared by: Race Rogers • rogers1@stewartsigns.com • 1.888.237.3928 x2250

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

Copyright © 2024 Stewart Signs Lim Prod Warr rev.01.01.2024

INITIALS



2201 Cantu Court #215 Sarasota, FL 34232 • 1.800.237.3928 • Fax: 1.800.485.4280

Customer Installation Agreement and Specification

Prepared for Customer # 3139462 Administrator of the City of Mandan

1. Zoning / Building Permits

Permits: TO BE PAID BY THE CUSTOMER

- Sealed Engineer Drawings, if required by the local zoning department, and the permit with all acquisition fees will be invoiced separately. If the permit is denied, the customer is no longer obligated to this agreement and only responsible for any Engineer drawing and applicable permit acquisition cost(s).

Site Plan, Permit Documents Required by Local Jurisdiction is Customer Provided.

- A site plan is required **prior** to initiating any permitting or installation work. See attached Sample Site Plan.
- A site plan (plot plan) is a detailed map of the customer's property that typically includes location, with dimensions, of the property lines, buildings, sidewalks, streets, existing signs, and the desired location for the new sign(s). Measurements for the placement of the new sign should be from fixed locations with tolerance for up to +/- 6".
- On site installer survey is fee based and invoiced separately.

Permit Variance:

- Stewart Signs does not become involved in Variance applications and it is not part of this agreement. The customer is responsible for cost associated with variance proceedings.

2. Project Completion Time Line

- **Installation** will occur within 2-5 weeks from the sign shipment date. Standard installation consists of establishing a footer, sign tip up, and connection.

3. Installation Site Conditions

Site Conditions:

- The site will be free and clear of obstructions with adequate access for installation crews and equipment.

Underground Obstructions:

- The customer is responsible to specify sign location on the site plan
- The installer is responsible for A "Utility Dig" service to mark all underground utilities for sign site.
- Stewart Signs is not responsible for any damages or losses that are caused by unmarked underground obstructions.

Digging Conditions:

Unless noted in an addendum, installation costs are based on:

- Normal, undisturbed soil with no rock, fill, concrete, coral, asphalt, frozen conditions, etc.
- A water table below the depth of the required footer.
- Ground water intrusion into the foundation will incur additional costs.
- **Winter install is not part of this agreement and will require additional costs.**

4. Standard Working Hours

- Standard working hours are 8:00am to 5:00pm, Monday through Friday, excluding legal holidays.
- If additional trips are required due to some action or decision by the customer or an Act of God, the customer will be responsible for additional travel costs.

5. Materials

- If installation requires new footer, all necessary materials including concrete and rebar will be supplied by installer.

6. Disposal of installation materials and minor damages

- The installer will dispose of the excavated soil, crating material, and any installation debris.
- Good working practices are observed to leave each site in good condition.
- Minor cosmetic damages to the property such as tire ruts, spilled concrete, displaced soil, landscaping, etc. are to be considered normal.

7. Electrical: Customer provided

- **Electrical** circuit wiring to within 3 feet of the sign is the responsibility of the customer.
- **All** electrical work must be completed by a licensed electrician and meet all state and local electrical codes.
- The recommended voltage and amperage for each dedicated circuit is printed on the Sign Quote Form.
- If electric/data is not at the sign at the scheduled installation, the customer assumes responsibility for connectivity.

8. If Your Sign is Wi-Fi Wireless, Customer Provided Cabling Requirements and Building Penetration

- Wireless communication between the building's network and the LED sign requires mounting a wireless device on the outside of the building in line-of-sight between **the antenna** on the sign and the **wireless device on the building**. The installer will connect the building antenna if it is 10' or less from the ground level and there at the time of the scheduled installation, provided that the Cat5 cable has been penetrated through building wall, otherwise the customer assumes responsibility for connectivity. The customer is responsible for internal wiring and connections to their network device.
- Wall penetration is governed by local building and fire codes. Building membranes and other wall construction designs may require special consideration and inspecting for wiring, plumbing, ductwork, etc. before penetrating any wall.
- **Stewart Signs does not perform building penetrations as part of the sign installation process.** The wireless device weighs approximately 3 ounces and is attached to the building using mounting brackets and the hole sealed with silicone.
- Contact Stewart Signs at 855-841-4624 for any programming concerns or questions.

9. Post Agreement Changes: Circumstances may change during the installation process.

- Stewart Signs will inform the customer of any additional costs when unforeseen conditions occur. The install will stop until the additional cost receives written approval.

10. Installation onto existing structures: IF APPLICABLE TO THE EXTENT PERMITTED BY STATE LAW:

- Customer shall agree to defend, identify, and hold harmless Stewart Signs and the installer from liability and claim as new sign is being installed onto existing structure and footer. Stewart Signs and installer are NOT responsible for the integrity of the existing structure or footer.

Scope of work to include:

Customer MUST supply required electricity within 3' of the sign prior to installation - Permit fees included.

Managed install includes: Acquire all necessary permits - Complete site survey - Receive and inspect NEW LED section - Remove and dispose of existing LED section - Install new sign onto existing poles via wall angle mounts - Mount control box - Connect means of communication - Connect customer supplied electric - Power up and test sign - Dispose of all shipping and installation debris - Installer must verify that all is good before they leave and obtain final sign-off

ADDENDUMS

- **Electric provided by customer must be within 3 feet of the install location at the time of installation for final connection to be made by installer. If electric is NOT available at the time of installation final connection becomes the customer responsibility.**
- **Removal and Disposal of existing sign INCLUDED**
- **Permit and acquisition fees are ARE included. Permit and Sealed engineered drawings, if required by local jurisdiction will be billed to the customer. All costs will be itemized and invoiced to the customer at project completion.**

***** Any change to this agreement requires signed approval by both the customer and Stewart Signs.***

Installation price: Included in quote
Price valid until: 02-20-2025
Sign type and size: Atlas 4'2" x 12'7"
OAH: N/A
Quote #: 1047258-1
Communication Method: Cellular Modem

INTERNAL USE ONLY

Installation Coordinator: NM
Approval Date: 11/20/2024

The foregoing agreement is exclusive and in lieu of all other agreements whether written, oral, or implied.

I understand and agree to the above standards and conditions.

Responsible person's signature: _____

Title: _____

Date: ____/____/____

Print name: _____

Organization name: _____

Phone: (____) ____-____

WE BUILT YOUR SIGN LET US INSTALL IT TOO



COST EFFECTIVE

We have delivered over 50,000 signs across the country and have established relationships with vetted installers.



EFFICIENT AND COMPREHENSIVE PROCESS

From order processing, until your installation is complete and your sign is fully operational we cover everything in between.



PEACE OF MIND

A dedicated project manager will work with you throughout the entire project.



EXPERTISE

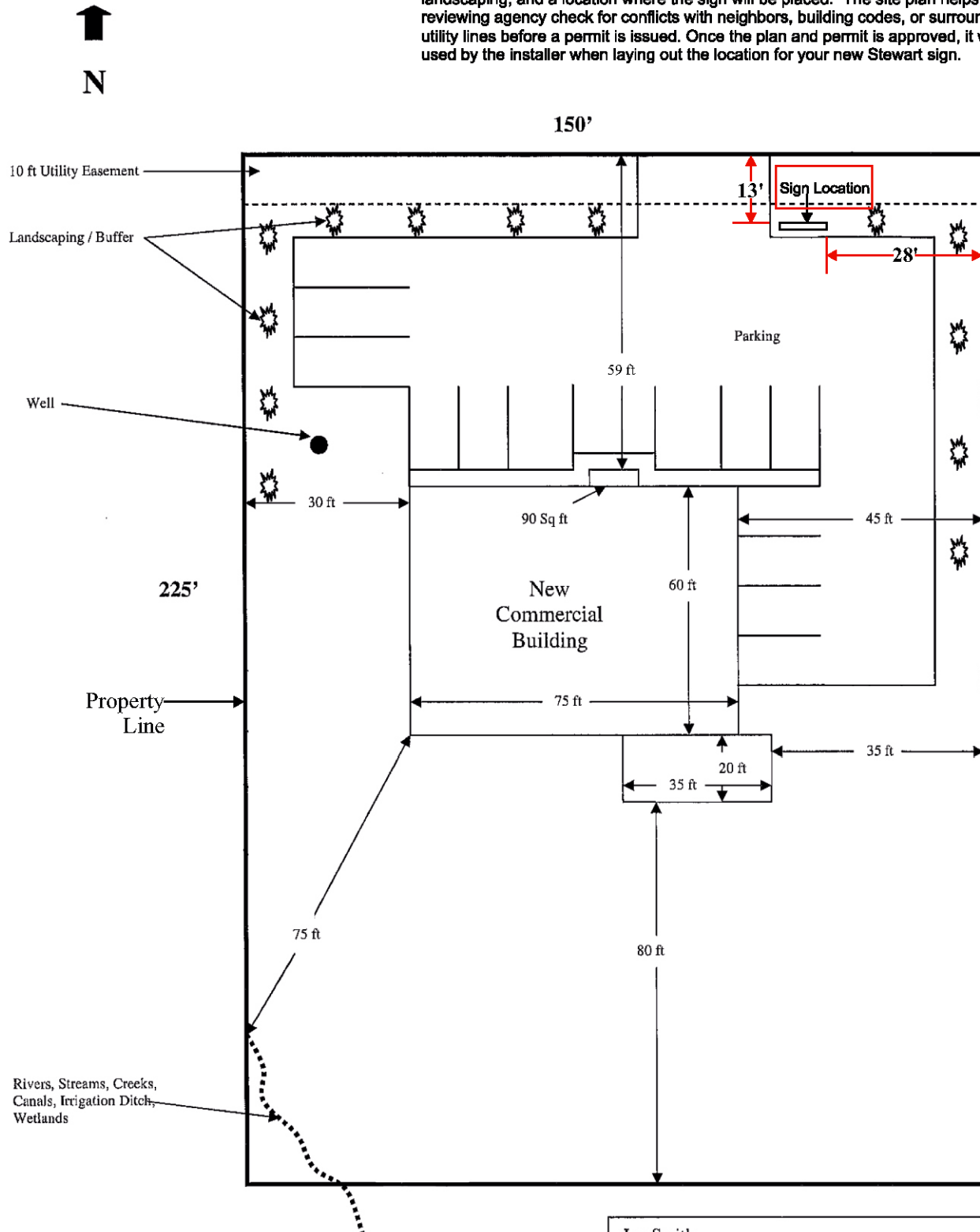
We have over 50 years experience in manufacturing signs. We know the product better than anyone else.

- ✓ Comprehensive project management
- ✓ Trusted network of local installers
- ✓ Zoning / Code Check
- ✓ Permits
- ✓ Sign Shipment Coordination
- ✓ Pre-install Inspection of Sign
- ✓ Removal of Existing Footer / Sign
- ✓ Quality Check
- ✓ Site Clean-up

stewartsigns.com ■ 800-237-3928

What is a Site Plan?

A key component in getting a sign project approved is a property site plan. Many jurisdictions will require one before moving forward in the permitting and installation process. A site plan usually shows measurements along with a building footprint, roadways, parking, drainage facilities, sewer lines, water lines, trails, lighting, landscaping, and a location where the sign will be placed. The site plan helps the reviewing agency check for conflicts with neighbors, building codes, or surrounding utility lines before a permit is issued. Once the plan and permit is approved, it will be used by the installer when laying out the location for your new Stewart sign.



SAMPLE SITE PLAN

NOTE: All easements must be shown and identified.

Joe Smith
100 W. Anywhere Street
Parcel # 55-55-55-55-5555
Ph. 555-555-5555
Scale: 1" = 30'
Put Drawing Scale Here



PROPOSAL

242609-01

Date: 11/18/2024
Expires: 12/18/2024
Drawing Numbers: 242609-01

Project: City of Mandan
205 2nd Ave NW
Mandan, ND 58554

Client: City of Mandan
205 2nd Ave NW
Mandan, ND 58554

Contact: Kari Schmidt 701-667-3478 kari.schmidt@cityofmandan.com

Please find the proposal document for your review. Should you have any questions or require further clarification, please do not hesitate to contact us.

Project Description:	Item Total:
1: Purchase & Install a 10mm EMC onto an existing monument sign. Remove & Dispose of old.	\$56,864.25
Deposit Rate: 50% Deposit: \$28,432.13	Subtotal: \$56,864.25
	Total: \$56,864.25

Design: *By signing this proposal you are approving all artwork including but not limited to vinyl colors, placement & spelling. Please ensure you have checked all pages of the .pdf document.

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Daktronics Warranty: Five (5) Year Parts Only. **Bismarck Sign Co Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

EMC Specs for Model: GT6x-108-360-10-RGB-2V **Cabinet Size:** 4'2" x 12'3" x 7'D and **Active Area:** 3'8"h x 12'w **Daktronics Verizon 4G Cellular Modem** with Lifetime 4G Cellular Data Plan for Venus Control Suite. **Venus® Control Suite** 10-Year Subscription. **Secure, web-based software** enables display management anytime, anywhere via internet connection. **Venus® Control Suite**

Training Onboarding: Venus® self guided training videos. Dimming: Automatic, Scheduled, or Manual. Readable Viewing Angle: 160° horizontal x 90° vertical Optimal Viewing Angle: 140° Horizontal x 70° Vertical.

Available upon request: 1) Up to 5-Year Lease to buy. 2) Galaxy® External Temperature Sensor 3) GT6x/VT6x RGB 10mm Spare Parts - Module Package - Includes 2 modules, Sata Cables, and (1) Power Supply

Terms: 50% advanced deposit with balance due upon completion of project.

Salesperson: Alice Meier

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



PROPOSAL

242609-02

Date: 11/18/2024
Expires: 12/18/2024
Drawing Numbers: 242609-01

Project: City of Mandan
205 2nd Ave NW
Mandan, ND 58554

Client: City of Mandan
205 2nd Ave NW
Mandan, ND 58554

Contact: Kari Schmidt 701-667-3478 kari.schmidt@cityofmandan.com

Please find the proposal document for your review. Should you have any questions or require further clarification, please do not hesitate to contact us.

Project Description:	Item Total:
2: Purchase & Install a 15.85mm EMC onto an existing monument sign. Remove & Dispose of old.	\$53,115.31

Deposit Rate: 50%
Deposit: \$26,557.66

Subtotal: \$53,115.31

Total: \$53,115.31

Design: *By signing this proposal you are approving all artwork including but not limited to vinyl colors, placement & spelling. Please ensure you have checked all pages of the .pdf document.

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Daktronics Warranty: Five (5) Year Parts Only. **Bismarck Sign Co Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

EMC Specs for Model: GS6-80X225-15.85-RGB-2V **Cabinet Size:** 4' 8" H X 12' 0" W X 0' 5" D and **Active Area:** 4' 2" H X 11' 9" W **Daktronics Verizon 4G Cellular Modem** with Lifetime 4G Cellular Data Plan for Venus Control Suite. **Venus® Control Suite** 10-Year Subscription. **Secure, web-based software enables** display management anytime, anywhere via internet connection. **Venus® Control Suite**

Training Onboarding: Venus® self guided training videos. Dimming: Automatic, Scheduled, or Manual. Readable Viewing Angle: 160° horizontal x 90° vertical Optimal Viewing Angle: 140° Horizontal x 70° Vertical.

Available upon request: 1) Up to 5-Year Lease to buy. 2) Galaxy® External Temperature Sensor 3) GS6/VS6 RGB 15.85mm Spare Parts - (1) Module Package - Includes Sata Cables, and (1) Power Supply

Terms: 50% advanced deposit with balance due upon completion of project.

Salesperson: Alice Meier

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



PROPOSAL
1507 Continental Ave.
Bismarck, ND 58504

Scott Bina

Phone: 355-1111

Fax: 355-1112

PROPOSAL SUBMITTED TO: City of Mandan	DATE 11/26/2024
ADDRESS	JOB NAME EMC Option 2 – 10mm
CITY, STATE, ZIP CODE	JOB LOCATION Bismarck, North Dakota

We hereby submit specifications and estimates for

Option 2:

Remove and discard two existing EMCs from the brick monument structure on the east end of Main Street. Provide and install two new 10mm full color Watchfire EMCs with 4' by 12' viewing areas and 4'5" by 12'3" cabinets. The new EMCs will come with Ignite OPx cloud-based software, 4G Wireless Communication with life of sign cellular data plan, standard 5-year parts warranty, web based software training, 120h by 360w pixel matrix, and new steel mounting brackets. Includes tax.

Price: \$57,989

Price does not include final electrical hookup

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Fifty-seven thousand nine hundred eighty-nine dollars and 0/100

\$57,989

Payment to be made as follows: 50% Down payment, Balance due upon completion. A late payment charge of 18% per annum will be charged on all unpaid balances due more than 30 days after date of completion.

All material is guaranteed to be as specified. All work to be completed in a Workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Owner will insure access to the work site for trucks and equipment. Snow removal is the responsibility of the customer for proper equipment access. If Access is not available when job is scheduled, there will be additional charges. If adequate backing and behind wall access is not available, there will be an additional charge.

In the event Mann Signs, Inc. removes a current sign or sign material from the work site, the owner agrees to pick up the sign or sign material within seven (7) days from its removal or Mann Signs, Inc. is granted the right to dispose of the sign or sign material in their discretion.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature Scott Bina

This proposal may be withdrawn by us if not accepted within 30 days.

Date of Acceptance _____

Signature _____

Signature _____



PROPOSAL
1507 Continental Ave.
Bismarck, ND 58504

Scott Bina

Phone: 355-1111

Fax: 355-1112

PROPOSAL SUBMITTED TO: City of Mandan	DATE 11/26/2024
ADDRESS	JOB NAME EMC Option 1 – 16mm
CITY, STATE, ZIP CODE	JOB LOCATION Mandan, North Dakota

We hereby submit specifications and estimates for

Option 1:

Remove and discard two existing EMCs from the brick monument structure on the east end of Main Street. Provide and install two new 16mm full color Watchfire EMCs with 4' by 12' viewing areas and 4'5" by 12'3" cabinets. The new EMCs will come with Ignite OPx cloud-based software, 4G Wireless Communication with life of sign cellular data plan, standard 5-year parts warranty, web based software training, 72h by 216w pixel matrix, and new steel mounting brackets. Includes tax.

Price: \$51,104

Price does not include final electrical hookup

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Fifty one thousand one hundred four dollars and 0/100

\$51,104

Payment to be made as follows: 50% Down payment, Balance due upon completion. A late payment charge of 18% per annum will be charged on all unpaid balances due more than 30 days after date of completion.

All material is guaranteed to be as specified. All work to be completed in a Workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Owner will insure access to the work site for trucks and equipment. Snow removal is the responsibility of the customer for proper equipment access. If Access is not available when job is scheduled, there will be additional charges. If adequate backing and behind wall access is not available, there will be an additional charge.

In the event Mann Signs, Inc. removes a current sign or sign material from the work site, the owner agrees to pick up the sign or sign material within seven (7) days from its removal or Mann Signs, Inc. is granted the right to dispose of the sign or sign material in their discretion.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature Scott Bina

This proposal may be withdrawn by us if not accepted within 30 days.

Date of Acceptance _____

Signature _____

Signature _____

Quote No. 8987

November 25, 2024

Page 1 of 4

**Customer** City of Mandan**Reference** EMC Replacement - Daktronics**Bill to**

City of Mandan
Kari Schmidt
205 Second Avenue NW
Mandan, ND 58554
US
T: 701-667-3478
F: 701-667-3223
Email: kari.schmidt@cityofmandan.com

Ship to

City of Mandan
Kari Schmidt
205 Second Avenue NW
Mandan, ND 58554
US
T: 701-667-3478
F: 701-667-3223
Email: kari.schmidt@cityofmandan.com

Valid Until	01/24/2025	Revision Date	11/25/2024	Lead Time	SR	Freddy Barriga
F.O.B.	N/A	Revision No		Ship Method	PM	Freddy Barriga
Terms	Upon receipt					
Prevailing Wage	No					

No.	Item	Description	Qty	UOM
1.	EMC Replacement - Daktronics	Cabinet size: 4' 2" H X 12' 3" W Display size: 3' 8" H X 12' 0" W Pitch 10mm	1	each

2.	remove - install		1	each
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THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING
AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.

Subtotal	65,895.00
* Tax Exempt # NA	0.00
Total	65,895.00

Quote Valid Until: January 24, 2025

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Submitted by	12/13/2024 Date	Approved by	Date
		Print Name	

Indigo Signworks, Inc. Quote terms:

Indigo Signworks, Inc. (the "Company") proposes to furnish all the materials and perform all the labor necessary for the completion in the Quote for quote addressee ("Customer").

1. **Start of Quoted Work:** All material will be provided as specified above, as well as identified in the Company's final drawings and/or specifications submitted for the above work, which is must also be finalized and accepted by Customer prior to the manufacture, delivery, installation or service of any sign or other equipment.
 - a. Customer will receive a separate approval for the final drawing and specifications of project.
2. **Scope of Quote price:**
 - a. **The Quote price does not include any services or allowances for electrical hookup, permits, engineering or other items, unless and as specifically itemized in the total quote amount identified above. Customer is responsible for these items and costs.**
 - b. **Applicable taxes are also the sole liability of the Customer, even when not itemized on the final invoice.**
3. **Expiration Date of Quote:** This quote will expire if not accepted by Customer within 60 days of the date of issuance and will require a new quote to be written.
4. **Payment Terms:**
 - a. Applicable Sales Taxes will be resolved on final invoice.
 - b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
 - c. Deposit: For all orders over \$2,500 require a 50% deposit prior to commencement of work.
 - d. Terms: Due upon receipt, unless mutually agreed upon by both parties.
5. **Sales Tax Exemption Notification and Documentation:** Customer is responsible to notify Company at time of Quote if either the entire entity or specific project is not subject to Sales Tax. Customer must provide a current sales tax exemption for the appropriate state(s), if not already provided to Company, at time of acceptance of Quote.
6. **Quote Acceptance and Agreement Creation:** Acceptance by Customer of this Quote and post-acceptance drawings and/or specifications ("specifications") creates Company's Agreement to provide the goods and services as specified therein. No work will begin until the signed Quote and deposit, as required, have been received, and no delivery or installation will begin until Customer signs and returns the company's project specifications.
7. **Post Acceptance modifications.** Any proposed alteration from the agreed-upon specifications will be considered and accommodated when possible. Any such quote involving extra costs will become part of our Agreement only written, signed change order(s), and will become an extra charge to Customer, over and above the original Quote.

ELECTRONIC ACCEPTANCE OF QUOTE

Customer Acceptance: The Customer agrees to the Quote scope, prices, specifications, and conditions are satisfactory and are hereby accepted. The Customer validates it is authorized to do the work as specified. The Customer agrees to make payment, if required, as outlined above.

Company Acceptance: Upon receipt of the Customer acceptance, the Company will send an electronic acceptance and final copy of Quote and accompanying Agreement.

Indigo Signworks, Inc. Terms of Sale Agreement:

Please review the following terms of sale carefully, which will govern and control the provision of materials and services ("Project") under our Agreement. Company and Customer agree that:

1. **Scope of Agreement:** All provisions in regard to the Project and the Company's Agreement to provide goods and services included in the Quote are as contained in this Agreement, which supersedes and replaces any prior or other quotes, documents or other oral or written communications of any nature.
2. **Agreement Modifications:** This Agreement may only be amended or waived by a written Agreement Amendment identifying such modifications to Project and related price. Amendment must be signed, either electronically or physical, by executive officers or other authorized representatives of company and Customer. The Project specifications are incorporated by reference herein.
3. **Customer responsibilities:**
 - a. Permits. Customer shall secure all necessary permits from the building owner, governmental subdivisions and/or others whose permission is required for the installation of the sign and said shall be liable for any costs obstruction or delay of delivery due to delay in obtaining such permission, and if Customer executes this Agreement without obtaining all required

pre-installation third party permissions or authorizations, Customer shall be fully and solely liable for all costs and consequences of such failure, and shall fully indemnify, defend and hold company harmless from any liability, damages or claims without demand or other action by company. Company also reserves the rights to remove and store signage or other materials at Customer's expense.

- b. Service Feed: Customer agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation and make connection thereof to display.
- c. Pier Drilling: When pier drilling is necessary, the Company will be responsible for locating the public utilities. Location and marking of private utilities is the sole responsibility of the Customer. In the event of an underground obstruction is encountered in the drilling process, regardless of its nature, to the point where special equipment is required, additional monies may be required to complete the work, and Company will provide a good faith estimate to Customer on request.
- d. Billing Information: Customer must provide at time of quote all relevant information to process payment, including, but not limited to pay applications, purchase order numbers, valid e-mail for billing and all tax-exempt certificates. Failure to provide all required billing information will not result in extended payment terms nor an exclusion from suspension of activity, per Section 6c.
- e. Sales Tax Exemption: Customer must provide notification to Company if the entity or project is not subject to Sales Tax. Customer must provide current sales tax exemption certificates for tax to be excluded.

4. Company responsibilities:

- a. Project work: The Project will be provided in a professional and workmanlike manner. The Company will be responsible for procuring all items under its responsibility. The Company will not be obligated to begin procurement of material or services or scheduling of work on any Quote prior to the receipt of the deposit.
- b. Warranty Passthrough: Company will provide wherever possible any passthrough of manufacturer's limited warranties on equipment or other materials to be sold and installed hereunder. Company makes no other warranties, express or implied, and disclaims all other warranties, including, without limitation any implied warranties of merchantability or fitness for a particular purpose on external manufacturer equipment or materials. Some states do not allow the exclusion or limitation of certain warranties, so these may not apply to you.
- c. Company Warranty: Indigo Signs will repair or replace any product that fails due to faulty material or workmanship for two years from the date of Project invoice.
 - i. This warranty implies all signage provided by Indigo signs will be free of defects due to workmanship and materials, including but not limited to peeling, delamination, and installation.
 - ii. Indigo Signs agrees to repair all defects that develop during the warranty period at no cost to the owner, including all labor and materials. Any part found to be defective due to faulty materials and/or workmanship within two years shall be replaced by Indigo Signs.
 - iii. In cases where a manufactured part has a warranty longer than two years, Indigo Signs will stand behind the manufacturer's warranty for the part(s); however, labor fees will be incurred.
 - iv. Indigo Signs will not assume responsibility for damage caused by careless handling, improper installation techniques by others, misuse, vandalism, severe weather, normal fading, or where others have attempted repairs or alterations.
 - v. Warranty Exclusions: Products classified as temporary, which include, but not limited to Banners and painting performed in the field. Vehicle graphics are excluded due to uncontrollable circumstances of use and road conditions.
 - vi. Product Returns: Returns must be preauthorized by an authorized Company representative and shipped to a location as designated by the Company along with the original invoice. Part returns may be subject to restocking fee.
 - vii. Custom Signs: Upon agreement by both parties, Indigo Signs may allow a discounted price for defective merchandise should the customer elect to accept product as-is or repair product at their own expense.

5. Payment terms: Payment terms will be defined upon the final invoice.

- a. Applicable Sales Taxes will be resolved on final invoice for the following U.S. states: North Dakota, Minnesota, Wisconsin and South Dakota. Any Invoices outside these named states, any applicable Sales or Use tax based upon the product or service delivered will be the responsibility of the Customer.
- b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.

6. Payment Default: Upon default in the timely payment of any sums due under our Agreement, company may, at its option,

- a. Declare the entire balance price fully due and payable without further notice to Customer; and when declared,
- b. Customer agrees to pay interest on said balance, when declared due at the rate of 1.0% per month or the highest rate allowed by law, whichever is lower.
- c. Customers with cumulative balances which are both over 60 days past due and \$5,000 will have all activity suspended on any outstanding quotes/orders until the balances are fully paid. Past due balances that are the result of unresolved warranty issues which are solely Company responsibility or normal retainage withheld by General Contractors will be excluded.

- d. Customer agrees to pay or reimburse company's reasonable attorney's fees or other costs of collection or other enforcement of this Agreement.
 - e. In addition to all its other available rights and remedies, title to electrical signs, signposts and other materials **shall remain in the Company** as security for full payment of all amounts due hereunder. Risk of damage and loss shall pass to Customer on delivery, without impact on company's rights to enforce any right or remedy hereunder.
 - f. On request, Customer agrees to provide company with written authorization to de-install and remove any such materials and to provide full cooperation to company and its agents.
 - g. Company also reserves its rights to file any allowable lien under applicable state law for recovery of any past due unpaid amounts recoverable under this Agreement.
7. **Assignment:** Customer shall not assign this Agreement or any part without the prior written consent of company, which shall be provided in cases where full payment of all amounts due hereunder has been received. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon the parties and their respective successors, permitted assigns or other legal representatives.
8. **Governing Law:** This Agreement will be governed by the internal laws of the state of North Dakota, without regard for applicable conflicts of law principles. Customer irrevocably consents to the jurisdiction and venue of the applicable federal or state courts located in Cass County, North Dakota and waives objections to venue.
9. **Effective Date:** This Agreement does not become effective until the Customer has signed and returned the Quote and Company has provided a countersignature by a company officer or other authorized representative.
10. **Acceptance:** The acceptance of this Agreement is included as part of the accompanying Quote.



indigosigns.com

Minneapolis • Fargo • Alexandria • Bismarck
Grand Forks • Minot • St. Cloud
fargo@indigosigns.com • 701-297-9696

Quote # 8987

City of Mandan

Mandan, ND

Project Manager:
Freddy Barriga

Drawn by: EGL

Page Scale: 3/4" = 1' 0"
Page Size: 11 x 17



Drawing Date: 11/27/2024
Rev1 Date: 11/27/2024
Rev2 Date:
Rev3 Date:
Rev4 Date:



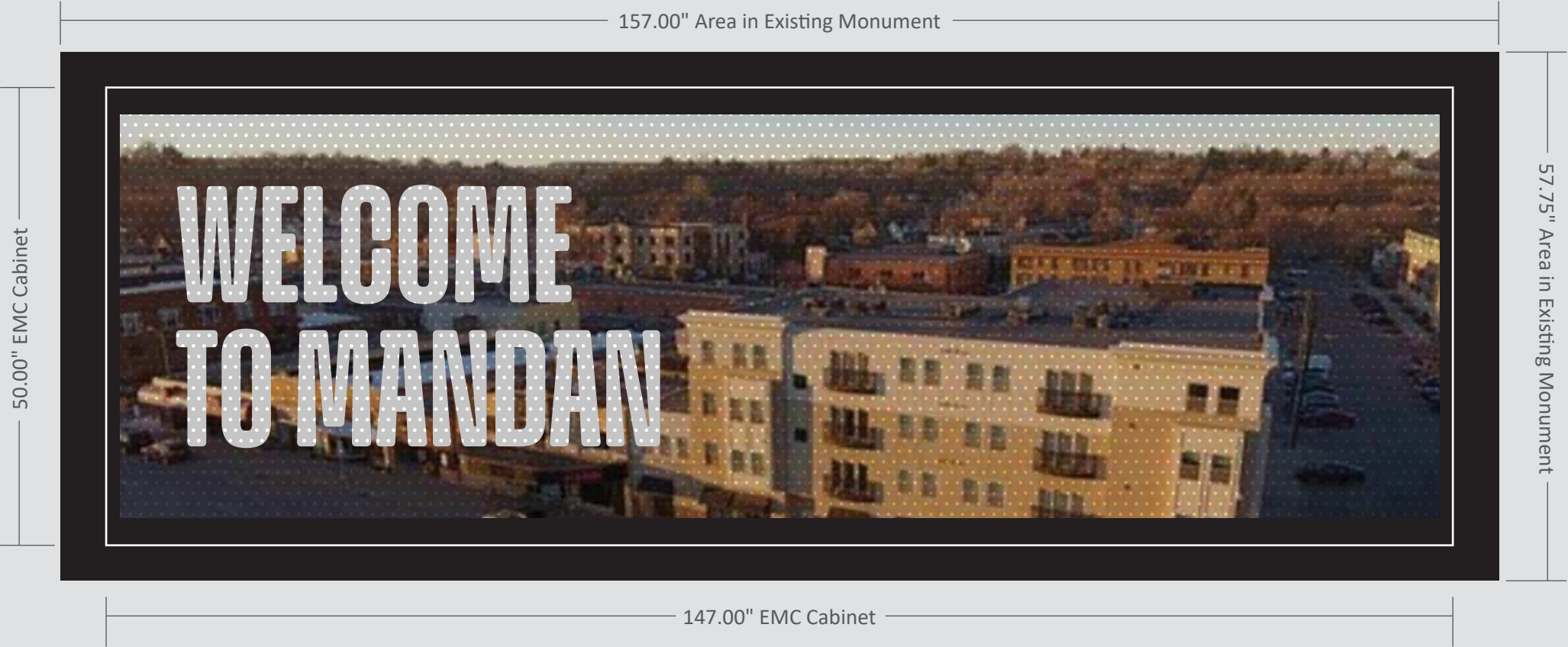
NOTICE

ALL SIGNS MANUFACTURED
FOR 120V ELECTRICAL SERVICE
UNLESS OTHERWISE NOTED

File location: Sharepoint:\ M \ Mandan, City of \
Working Sketch Files \ Mandan_EMC_8987

The ideas and designs contained in this original and unpublished drawing are the property of Indigo Signs and may not be used or reproduced in whole or part without written permission from Indigo Signs.

Due to the limitation of the printing process, the colors shown may not reflect actual colors.



CONCEPTUAL SUPERIMPOSE
NOT INTENDED FOR INSTALLATION PURPOSES

Electronic Message Center

Make: Daktronics
• (2) single sided Daktronics EMC displays on existing
"V" shaped monument sign
Cabinet Size: 4' 2" H X 12' 3" W
Matrix: 108 x 360
Line Spacing: 10 mm
LED Color: Full-color spectrum (RGB)

Quote No. 8989

November 25, 2024

Page 1 of 4



Customer City of Mandan

Reference EMC Replacement - Cirrus

Bill to

City of Mandan
Kari Schmidt
205 Second Avenue NW
Mandan, ND 58554
US
T: 701-667-3478
F: 701-667-3223
Email: kari.schmidt@cityofmandan.com

Ship to

City of Mandan
Kari Schmidt
205 Second Avenue NW
Mandan, ND 58554
US
T: 701-667-3478
F: 701-667-3223
Email: kari.schmidt@cityofmandan.com

Valid Until	01/24/2025	Revision Date	11/25/2024	Lead Time	SR	Freddy Barriga
F.O.B.	N/A	Revision No		Ship Method	PM	Freddy Barriga
Terms	Upon receipt					
Prevailing Wage	No					

No.	Item	Description	Qty	UOM
1.	EMC Replacement - Cirrus	Cabinet size: 4' H X 12' W Display size: 4' H X 12' W Pitch 9mm	1	each

2.	remove-install		1	each
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THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING
AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.

Subtotal	58,995.00
* Tax Exempt # NA	0.00
Total	58,995.00

Quote Valid Until: January 24, 2025

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Submitted by	12/13/2024	Approved by	Date
	Date		
		Print Name	

Indigo Signworks, Inc. Quote terms:

Indigo Signworks, Inc. (the "Company") proposes to furnish all the materials and perform all the labor necessary for the completion in the Quote for quote addressee ("Customer").

1. **Start of Quoted Work:** All material will be provided as specified above, as well as identified in the Company's final drawings and/or specifications submitted for the above work, which is must also be finalized and accepted by Customer prior to the manufacture, delivery, installation or service of any sign or other equipment.
 - a. Customer will receive a separate approval for the final drawing and specifications of project.
2. **Scope of Quote price:**
 - a. **The Quote price does not include any services or allowances for electrical hookup, permits, engineering or other items, unless and as specifically itemized in the total quote amount identified above. Customer is responsible for these items and costs.**
 - b. **Applicable taxes are also the sole liability of the Customer, even when not itemized on the final invoice.**
3. **Expiration Date of Quote:** This quote will expire if not accepted by Customer within 60 days of the date of issuance and will require a new quote to be written.
4. **Payment Terms:**
 - a. Applicable Sales Taxes will be resolved on final invoice.
 - b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.
 - c. Deposit: For all orders over \$2,500 require a 50% deposit prior to commencement of work.
 - d. Terms: Due upon receipt, unless mutually agreed upon by both parties.
5. **Sales Tax Exemption Notification and Documentation:** Customer is responsible to notify Company at time of Quote if either the entire entity or specific project is not subject to Sales Tax. Customer must provide a current sales tax exemption for the appropriate state(s), if not already provided to Company, at time of acceptance of Quote.
6. **Quote Acceptance and Agreement Creation:** Acceptance by Customer of this Quote and post-acceptance drawings and/or specifications ("specifications") creates Company's Agreement to provide the goods and services as specified therein. No work will begin until the signed Quote and deposit, as required, have been received, and no delivery or installation will begin until Customer signs and returns the company's project specifications.
7. **Post Acceptance modifications.** Any proposed alteration from the agreed-upon specifications will be considered and accommodated when possible. Any such quote involving extra costs will become part of our Agreement only written, signed change order(s), and will become an extra charge to Customer, over and above the original Quote.

ELECTRONIC ACCEPTANCE OF QUOTE

Customer Acceptance: The Customer agrees to the Quote scope, prices, specifications, and conditions are satisfactory and are hereby accepted. The Customer validates it is authorized to do the work as specified. The Customer agrees to make payment, if required, as outlined above.

Company Acceptance: Upon receipt of the Customer acceptance, the Company will send an electronic acceptance and final copy of Quote and accompanying Agreement.

Indigo Signworks, Inc. Terms of Sale Agreement:

Please review the following terms of sale carefully, which will govern and control the provision of materials and services ("Project") under our Agreement. Company and Customer agree that:

1. **Scope of Agreement:** All provisions in regard to the Project and the Company's Agreement to provide goods and services included in the Quote are as contained in this Agreement, which supersedes and replaces any prior or other quotes, documents or other oral or written communications of any nature.
2. **Agreement Modifications:** This Agreement may only be amended or waived by a written Agreement Amendment identifying such modifications to Project and related price. Amendment must be signed, either electronically or physical, by executive officers or other authorized representatives of company and Customer. The Project specifications are incorporated by reference herein.
3. **Customer responsibilities:**
 - a. Permits. Customer shall secure all necessary permits from the building owner, governmental subdivisions and/or others whose permission is required for the installation of the sign and said shall be liable for any costs obstruction or delay of delivery due to delay in obtaining such permission, and if Customer executes this Agreement without obtaining all required

pre-installation third party permissions or authorizations, Customer shall be fully and solely liable for all costs and consequences of such failure, and shall fully indemnify, defend and hold company harmless from any liability, damages or claims without demand or other action by company. Company also reserves the rights to remove and store signage or other materials at Customer's expense.

- b. Service Feed: Customer agrees to provide service feed wire of suitable capacity and approved to location of display in advance of installation and make connection thereof to display.
- c. Pier Drilling: When pier drilling is necessary, the Company will be responsible for locating the public utilities. Location and marking of private utilities is the sole responsibility of the Customer. In the event of an underground obstruction is encountered in the drilling process, regardless of its nature, to the point where special equipment is required, additional monies may be required to complete the work, and Company will provide a good faith estimate to Customer on request.
- d. Billing Information: Customer must provide at time of quote all relevant information to process payment, including, but not limited to pay applications, purchase order numbers, valid e-mail for billing and all tax-exempt certificates. Failure to provide all required billing information will not result in extended payment terms nor an exclusion from suspension of activity, per Section 6c.
- e. Sales Tax Exemption: Customer must provide notification to Company if the entity or project is not subject to Sales Tax. Customer must provide current sales tax exemption certificates for tax to be excluded.

4. Company responsibilities:

- a. Project work: The Project will be provided in a professional and workmanlike manner. The Company will be responsible for procuring all items under its responsibility. The Company will not be obligated to begin procurement of material or services or scheduling of work on any Quote prior to the receipt of the deposit.
- b. Warranty Passthrough: Company will provide wherever possible any passthrough of manufacturer's limited warranties on equipment or other materials to be sold and installed hereunder. Company makes no other warranties, express or implied, and disclaims all other warranties, including, without limitation any implied warranties of merchantability or fitness for a particular purpose on external manufacturer equipment or materials. Some states do not allow the exclusion or limitation of certain warranties, so these may not apply to you.
- c. Company Warranty: Indigo Signs will repair or replace any product that fails due to faulty material or workmanship for two years from the date of Project invoice.
 - i. This warranty implies all signage provided by Indigo signs will be free of defects due to workmanship and materials, including but not limited to peeling, delamination, and installation.
 - ii. Indigo Signs agrees to repair all defects that develop during the warranty period at no cost to the owner, including all labor and materials. Any part found to be defective due to faulty materials and/or workmanship within two years shall be replaced by Indigo Signs.
 - iii. In cases where a manufactured part has a warranty longer than two years, Indigo Signs will stand behind the manufacturer's warranty for the part(s); however, labor fees will be incurred.
 - iv. Indigo Signs will not assume responsibility for damage caused by careless handling, improper installation techniques by others, misuse, vandalism, severe weather, normal fading, or where others have attempted repairs or alterations.
 - v. Warranty Exclusions: Products classified as temporary, which include, but not limited to Banners and painting performed in the field. Vehicle graphics are excluded due to uncontrollable circumstances of use and road conditions.
 - vi. Product Returns: Returns must be preauthorized by an authorized Company representative and shipped to a location as designated by the Company along with the original invoice. Part returns may be subject to restocking fee.
 - vii. Custom Signs: Upon agreement by both parties, Indigo Signs may allow a discounted price for defective merchandise should the customer elect to accept product as-is or repair product at their own expense.

5. Payment terms: Payment terms will be defined upon the final invoice.

- a. Applicable Sales Taxes will be resolved on final invoice for the following U.S. states: North Dakota, Minnesota, Wisconsin and South Dakota. Any Invoices outside these named states, any applicable Sales or Use tax based upon the product or service delivered will be the responsibility of the Customer.
- b. All credit card transactions are subject to a processing fee of 3%. The Company's external credit card service will assess the fee at the time of the payment. Any Customer provided one-time credit card payment will need to be grossed up by the 3% processing fee to be accepted.

6. Payment Default: Upon default in the timely payment of any sums due under our Agreement, company may, at its option,

- a. Declare the entire balance price fully due and payable without further notice to Customer; and when declared,
- b. Customer agrees to pay interest on said balance, when declared due at the rate of 1.0% per month or the highest rate allowed by law, whichever is lower.
- c. Customers with cumulative balances which are both over 60 days past due and \$5,000 will have all activity suspended on any outstanding quotes/orders until the balances are fully paid. Past due balances that are the result of unresolved warranty issues which are solely Company responsibility or normal retainage withheld by General Contractors will be excluded.

- d. Customer agrees to pay or reimburse company's reasonable attorney's fees or other costs of collection or other enforcement of this Agreement.
 - e. In addition to all its other available rights and remedies, title to electrical signs, signposts and other materials **shall remain in the Company** as security for full payment of all amounts due hereunder. Risk of damage and loss shall pass to Customer on delivery, without impact on company's rights to enforce any right or remedy hereunder.
 - f. On request, Customer agrees to provide company with written authorization to de-install and remove any such materials and to provide full cooperation to company and its agents.
 - g. Company also reserves its rights to file any allowable lien under applicable state law for recovery of any past due unpaid amounts recoverable under this Agreement.
7. **Assignment:** Customer shall not assign this Agreement or any part without the prior written consent of company, which shall be provided in cases where full payment of all amounts due hereunder has been received. Subject to the foregoing, all terms and conditions of this Agreement shall be binding upon the parties and their respective successors, permitted assigns or other legal representatives.
8. **Governing Law:** This Agreement will be governed by the internal laws of the state of North Dakota, without regard for applicable conflicts of law principles. Customer irrevocably consents to the jurisdiction and venue of the applicable federal or state courts located in Cass County, North Dakota and waives objections to venue.
9. **Effective Date:** This Agreement does not become effective until the Customer has signed and returned the Quote and Company has provided a countersignature by a company officer or other authorized representative.
10. **Acceptance:** The acceptance of this Agreement is included as part of the accompanying Quote.



indigosigns.com

Minneapolis • Fargo • Alexandria • Bismarck
Grand Forks • Minot • St. Cloud
fargo@indigosigns.com • 701-297-9696

Quote # 8989

City of Mandan

Mandan, ND

Project Manager:
Freddy Barriga

Drawn by: EGL

Page Scale: 3/4" = 1' 0"
Page Size: 11 x 17



Drawing Date: 11/27/2024
Rev1 Date:
Rev2 Date:
Rev3 Date:
Rev4 Date:



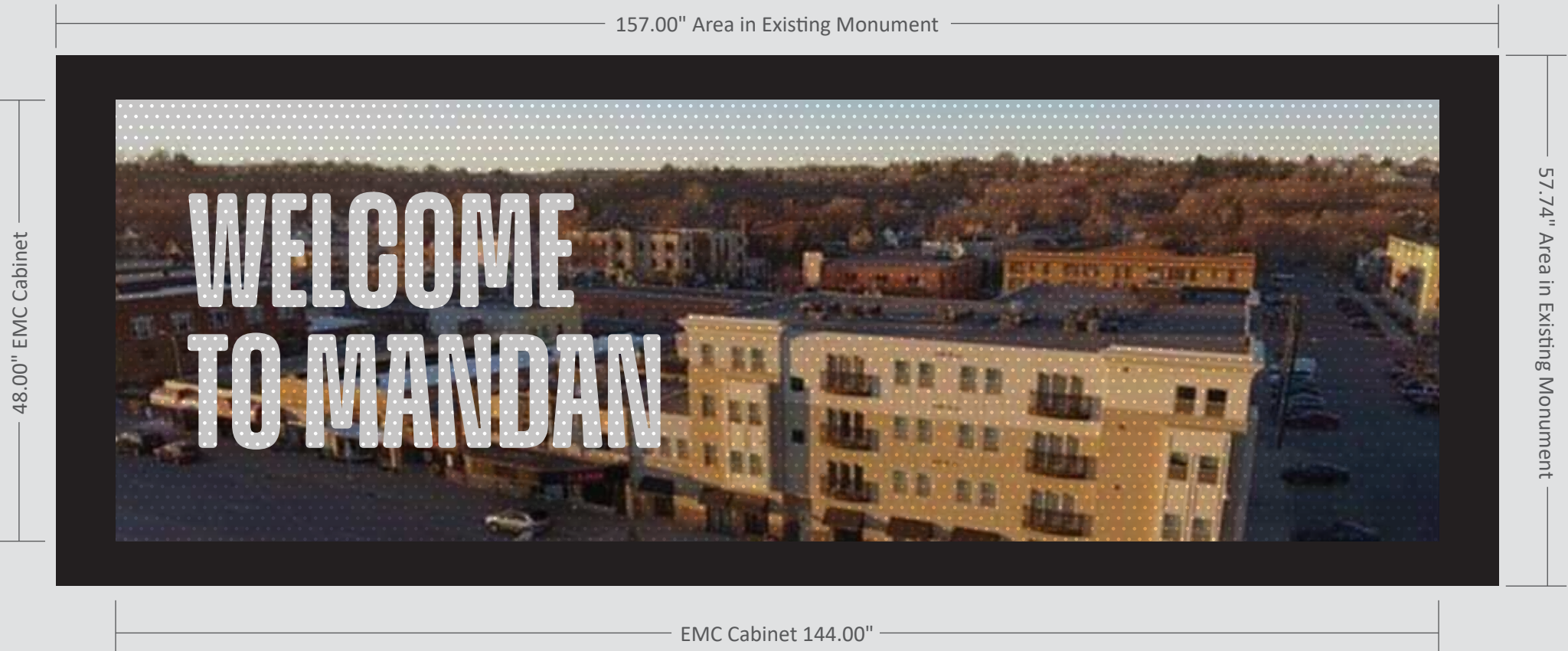
NOTICE

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Working Sketch Files \ Mandan_EMC_8989

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CONCEPTUAL SUPERIMPOSE
NOT INTENDED FOR INSTALLATION PURPOSES

Electronic Message Center

Make: Cirrus
• (2) single sided Cirrus EMC displays on existing "V"
shaped monument sign
Cabinet Size: 48in H X 144in W
Matrix: 128 x 384
Line Spacing: 9 mm
LED Color: Full-color spectrum (RGB)



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Waste Water Treatment Plant Master Plan Update Amendment

STATEMENT/PURPOSE:

To review and potentially approve a task order amendment for our Waste Water Treatment Plant Master Plan Update project.

BACKGROUND/ALTERNATIVES:

Our consulting firm, AE2S, substantially completed the master plan update at the beginning of 2024. Due to a transforming City Commission and pending legislative measures, the City deferred final approval until these matters were settled. Recently, City staff and AE2S met and identified a few updates that should be made before the report's final review. This work is outside of the scope of the original contract, and an amendment is necessary to complete the report.

ATTACHMENTS:

1. Amendment 1

FISCAL IMPACT:

The proposed amendment is \$18,570. This would increase the contract price from \$50,000 to \$68,570. This would be paid for out of the City's utility fund.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the task order, as presented.

SUGGESTED MOTION:

I move to approve the task order amendment, as presented, and authorize the use of an additional \$18,570 out of the City Utility Fund.

Amendment No. 1 To Task Order No. 4

1. Background Data:

- a. Effective Date of Task Order: February 21, 2023
- b. Owner: City of Mandan
- c. Engineer: Advanced Engineering and Environmental Services, LLC
- d. Specific Project Title: Mandan Wastewater Treatment Facility (WWTF) Master Plan Update

2. Description of Modifications

- A. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - a. Provide the following updates to the 2023 WWTF Master Plan Update.
 - 1. Update Opinions of Cost found in the Final Report for the following treatment alternatives:
 - a. Capital cost for the Membrane Bioreactor (MBR) and solids treatment buildout.
 - b. Capital cost for Extended Aeration (EA) and solids treatment buildout.
 - c. Operations and maintenance costs for both MBR and EA.
 - 2. Update the Project Timeline found in the Final Report with designated milestones for the Construction Manager at Risk (CMAR) project delivery method.
 - b. Evaluate a Green Field WWTF Treatment Alternative, to include:
 - 1. Site Identification and Suitability Analysis:
 - a. Preliminary Site Selection
 - Identify one (1) potential green field site located within a 1.25-mile radius of the existing WWTF site, land availability, and proximity to critical infrastructure.
 - b. Evaluate the Site Suitability based on the following:
 - Availability of land.
 - Topography
 - Proximity to utilities and road access
 - Regulatory compliance requirements (e.g., setback distances, floodplain considerations)
 - Environmental Constraints (e.g., wetlands, endangered species, cultural resources)
 - 2. Infrastructure Relocation and Rerouting Feasibility
 - a. Assess challenges and opportunities in relocating or rerouting existing and proposed infrastructure, including:
 - Gravity sewer and sanitary sewer force mains
 - Water Service
 - Gas

- Electric
3. Regulatory and Environmental Considerations:
 - a. Identify permitting requirements for the decommissioning of the current facility and the development of a new facility.
 - b. Conduct a high-level analysis for the effluent discharge point based on site selection: Missouri River vs. Heart River.
 - c. Review and document local, state, and federal regulations governing wastewater treatment facilities on new green field sites.
 - d. Noise and odor considerations for nearby properties.
 4. Provide a feasibility level opinion of cost associated with:
 - a. Land acquisition
 - b. Construction of new facility
 - c. Decommissioning and demolition of the existing facility
 - d. Infrastructure connections
- c. Technical Memorandum and Recommendations
1. Draft Technical Memorandum summarizing findings from all tasks identified above.
 2. Owner review and Finalize Technical Memorandum
 - a. Attend one (1) meeting at Mandan City Hall to present draft findings to the client and incorporate feedback.
 - b. Finalize the Technical Memorandum with actionable recommendations.
 3. Attend the City Commission Meeting to present recommendations.
- d. Marketing Handout Deliverable, to include;
1. Develop an 11x17 marketing handout with material on the front and back.
 2. Prepare three (3) draft iterations of the marketing handout..
 3. Each draft iteration shall be sent to the owner for review.
 4. Incorporate the feedback for each iteration and update the marketing handout.
 5. Finalize marketing handout and send one (1) electronic copy and five (5) hard copies to the owner.
- B. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation on an hourly basis in accordance with the current Hourly Fee Schedule attached hereto, not to exceed \$18,570.00 without written authorization from the Owner, plus reimbursement for all project related expenses.
- C. The schedule for rendering services under this Task Order is modified as follows:
- a. Draft Technical Memorandum Client Review Meeting: Week of February 3, 2025.
 - b. Final Technical Memorandum by February 12, 2025.
 - c. Final Marketing Handout by February 12, 2025
 - d. Present findings and recommendation to Mandan City Commission: February 18, 2025.

5. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$50,000
b.	Net change for prior amendments:	\$ 0
c.	This amendment amount:	\$18,570
d.	Adjusted Task Order amount:	\$68,570

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

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

The Effective Date of this Amendment is December 17, 2024.

OWNER:

By:

Print Name:

Title:

Date Signed:

Mayor James Froelich

President of the Board of City
Commissioners

ENGINEER:

By:

Print Name:

Title:

Date Signed:

Jordan Geiger

[Jordan Geiger \(Dec 12, 2024 12:54 CST\)](#)

Jordan Geiger, PE

Operations Manager

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00		
Financial Analyst 5	\$201.00		
GIS Specialist 1	\$113.00	Technical Expert 1	\$348.00
GIS Specialist 2	\$137.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 11, 2024
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider the Public Works Snow removal plan

STATEMENT/PURPOSE:

Consider the Public Works Snow removal plan

BACKGROUND/ALTERNATIVES:

The Public Works Street Department has developed a comprehensive Snow Removal Plan to ensure the safe and efficient movement of vehicular traffic during winter months, even in the face of severe weather conditions. The plan prioritizes snow clearing on major roads, emergency routes, and school bus routes, with residential streets and alleys addressed once the primary routes are clear. The department utilizes a wide range of equipment, including motor graders, front-end loaders, truck plows, and sanders, and works around the clock during snow events, with personnel from other Public Works divisions supporting operations as needed. Snow removal operations are flexible, allowing adjustments based on weather conditions, available resources, and the needs of the community.

In the event of an emergency, the department maintains open communication with emergency services to coordinate street clearing efforts and ensure timely access for response teams. The plan also includes guidelines for snow removal in cul-de-sacs, alleys, and on city-owned sidewalks, and addresses issues such as mailbox damage and snow piling. The Public Works Department is committed to communicating with residents through various channels to keep them informed during snow events. The plan is designed to adapt to changing conditions, ensuring timely and effective service for residents, businesses, and emergency services throughout winter.

This document is a living resource that will be shared on the City of Mandan's website, offering residents an understanding of snow removal operations during winter storms. It is intended as an informational guide, not a formal policy, to help the community stay informed about the city's efforts to manage winter weather.

ATTACHMENTS:

1. Snow Removal Plan

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

SUGGESTED MOTION:

I move to accept the proposed Public Works Snow Removal Plan, recognizing it as a preliminary framework for the city's strategy to efficiently clean and clear the city following a snow event. This acceptance acknowledges that adjustments may be made to the plan as needed, based on unforeseen circumstances or operational needs, without requiring further approval from the commission.

CITY OF MANDAN
PUBLIC WORKS
SNOW REMOVAL PLAN
DATE: 12/5/2024

1.0 GENERAL

This plan offers guidance while maintaining the flexibility needed to ensure streets are cleared quickly and efficiently, providing optimal service to residents and businesses in Mandan.

1.1 OBJECTIVE

The primary objective of the Public Works Street Department is to ensure the safe and orderly movement of vehicular traffic throughout the city in all weather conditions, including severe winter storms. While city streets, including major arterials, may be temporarily closed during extreme conditions, the department will utilize all available resources to minimize closures and their duration. Although the department aims to keep all traffic lanes open, travel may be limited to one lane in each direction during severe weather.

1.2 COMMUNICATION

In advance and during snow events, the city will attempt to keep the public informed about relevant aspects of snow removal operations (e.g., the progress of operations, problem areas, etc.) using normal means of communication (e.g., city website, social media, media news releases, etc.).

2.0 PERSONNEL

The street department is under the direct supervision of the Street Superintendent. The street department consists of two crew leaders, eight heavy equipment operators and seasonal part time operators. During a snowstorm or high winds, snow removal operations continue 24 hours a day. Snow operations are extremely labor intensive, personnel from other Public Works Departments will need to be assigned to snow removal operations throughout the winter. It should be noted that private contractors may be called upon to assist with snow operations.

3.0 EQUIPMENT

The following equipment is utilized during street snow removal operations:

- 1) Three motor graders (one with wing plow)
- 2) Eight front end loaders with plows
- 3) Four truck plows (2 with wing plows)

- 4) Three dedicated sand trucks
- 5) Two sander inserts (can be mounted in dump trucks)
- 6) Two snow blowers mounted on front end loaders
- 7) Three roll-off trucks (utilized for snow hauling)

Truck plows are mainly used in light snow events to clear arterial roadways. These plows are effective in removing snow quickly however the snow discharge cannot be controlled.

Front-end loaders and motor graders are mainly used to remove snow after moderate or heavy snow accumulation or heavy drifting has occurred.

Truck mounted sanders are used to provide additional skid resistance when road conditions warrant.

The front-end loader mounted snow blowers are used for hauling snow and removing snow from blocked areas. Or in rare situations used to open up heavily drifted areas

4.0 SNOW REMOVAL OPERATIONS

Preparing a snow removal plan that encompasses all scenarios is virtually impossible. Therefore, this plan attempts to provide as much flexibility as possible while addressing the needs of the public.

4.1 OPERATIONS

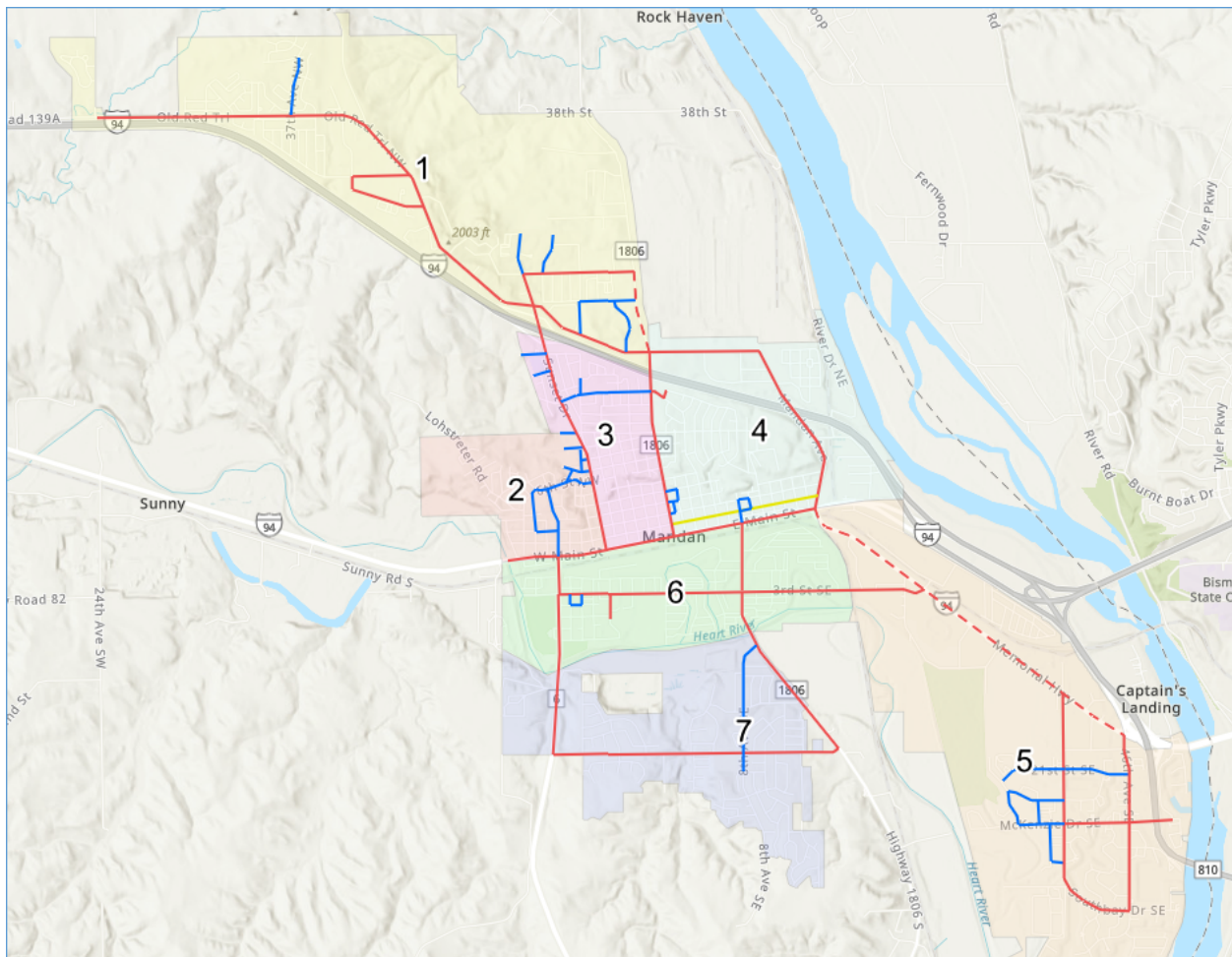
Snow routes are made passable prior to moving into other areas. Once the snow routes are open and the snow has stopped accumulating and the wind has subsided, snow removal operations will begin on residential local streets.

Once residential streets are substantially completed, resources will be allocated to remove snow from the downtown business area, this likely will include hauling snow from these areas depending on available resources

**Arterial roads will be plowed after 2" of accumulation, and residential streets are generally plowed after 4" of accumulation.

4.3 SNOW ROUTE PRIORITIES

Snow routes priorities were developed as a guideline when allocating resources



1-Emergency escort (not on map, this is a specific emergency escort mission)

2-Mains (Red)

3-Schools/Bus Routes (On school days) (Blue)

4-CAT Route (Yellow)

5-Residential

6-Alleys

7-City owned parking lots

4.4 OPERATIONS

The red and blue snow routes are highlighted on the map. These routes will be cleared first before crews move on to other areas. Once the snow routes are clear, and after snowfall has stopped and the winds have calmed, snow removal will begin on residential local streets.

Once residential streets are substantially completed, resources will be allocated to remove snow from the downtown business area, this likely will include hauling snow from these areas depending on available resources

****Arterial roads will generally be plowed after 2” of accumulation, and residential streets are generally plowed after 4” of accumulation.**

4.3 EMERGENCY

In the event of an emergency. Street crews maintain open communication with the emergency response team to coordinate street cleaning in preparation for their timely response to the emergency. If conditions warrant, a task force may be established where a piece of heavy equipment and an operator are staged with emergency personnel to provide escorts as needed.

4.5 CUL-DE-SACS

Snow from cul-de-sacs will be removed by using front-end loaders and motor graders as part of the snow plowing operation. Snow will be stockpiled in all available areas, which may include the center of the cul-de-sac, vacant lots or within the right-of-way of the adjacent property owners. If snow is stockpiled in the middle of the cul-de-sac, it will be removed as conditions, time, and resources permit. Parking in cul-de-sacs will likely be impacted.

4.7 ALLEYS

Once all City streets have been cleaned, operations will move into the alleys. A front-end loader or a motor grader will make one pass through the alleys. Any snow accumulations outside the path will be the responsibility of the adjacent property owner. Except for emergency situations the alleys will be cleaned last.

4.8 DRIVEWAYS AND MAILBOXES

Driveways may become impassable and mailboxes inaccessible due to snow removal operations. When this occurs it is the responsibility of the property owner to remove the snow from the driveway and the mailbox.

4.9 SNOW GATE INFORMATION

*An ad hoc snow committee made up of Mandan residents, formed in 2017, reviewed the use of snow gates on city snow plows. The committee determined the cost of snow gates outweighed the benefit. In addition to the high cost of purchasing and maintaining the snow gates, introducing snow gates would require additional personnel and equipment. Communities that use snow gates report a 30-40 percent increase in the amount of time it takes to clear the streets, and snow gates are only effective in snowfalls of 6-inches or less.

The Public Works department investigated the use of snow gates again after the late December 2018 snowfall. After discussions with local cities using snow gates, the department reconfirmed the findings of the 2017 snow committee:

The department has determined snow gates still are not feasible for the City of Mandan at this time. Without the use of snow gates there may be a buildup of snow at the end of driveways that residents may need to clear.

4.10 SANDING

The City uses a salt and sand mixture mixed at a minimum of 5% salt content. Trucks will be dispatched as conditions warrant. The objective will be to cover all the major intersections, hillsides, school zones, churches (Sundays and religious holidays) and bus routes. Sand trucks will respond to requests from the Mandan PD or FD. In addition to other on call schedules, crews will be scheduled to be on call during the winter months for sanding and other snow removal operations as needed. Staff will be available 24 hours a day seven days a week.

4.11 GARBAGE AND RECYCLING

Public Works will communicate with the garbage and recycling collection contractors throughout each event to best serve our citizens. At times snow operations may be altered to assist with collection. The Public Works Director will determine the best allocation of resources as he or she sees fit in order to best serve the community. In the event that alterations need to be made to the collection schedule, Public Works staff will coordinate with City Administration and communicate these alterations to through the normal communication outlets

4.12 SIDEWALKS

Snow will be removed on City owned or maintained sidewalks with skid steer loaders as soon as city forces have completed the snow removal on City streets. Private sidewalks are the responsibility of the property owner as stated in the City of Mandan Code of Ordinances

ARTICLE 2. REMOVAL OF ICE AND SNOW

Sec. 16-2-1. Duty of owner to remove snow and ice.

The owner of every lot or parcel of land within the city along which sidewalks have been constructed shall clear the sidewalks on or along such lots or parcels of land of all accumulations of snow and ice within 24 hours after the same has fallen or accumulated. The owner shall keep such sidewalks free from accumulation of snow and ice, provided that no person shall be required to clear such sidewalks during the continuance of a snow storm. On lots or parcels of land where the sidewalk runs to alleys or other public ways, the owner of such property shall be responsible to clear snow and ice from said surfaces for one-half of the distance across the alley or public way or to the gutter line of the street. Any owner who refuses or fails to keep sidewalks upon the property free from snow and ice shall be guilty of an offense and shall be subject to a penalty as provided in chapter 1 of this Code.

Sec. 16-2-2. Hindering the removal of snow and ice.

Any person who interferes with or hinders the removal of said snow and ice by the city, shall be guilty of a Class B misdemeanor.

(Code 1979, §§ 8-02-31, 8-02-35; Code 1994, §§ 10-04-15, 10-04-19; Ord. No. 707, §§ 1, 5, 1985)

Sec. 16-2-3. City action to remove snow and ice.

Upon failure of the property owner to remove snow and ice, the city may take action to remove snow and ice and assess the property as provided in N.D.C.C. §§ 40-29-18 through 40-29-21.

Sec. 16-2-4. Placement of snow.

Unless a waiver has been issued in writing by the city, a property owner or a contractor hired by a property owner to remove snow from private property shall not place the snow on a sidewalk, driveway apron, on the paved portion of a street or alley or within five feet of a fire hydrant. Snow may be placed in the unpaved portion of the boulevard within the public right-of-way.

(Ord. No. 1222, § 1a, 11-3-2015)

It should be noted that large piles (piles of snow created with snow removal equipment) left in the ROW often times freeze into piles that are not efficiently hauled off as part of our normal snow hauling operations therefore these piles may not be removed at times.

4.13 DAMAGE

The city will not repair mailboxes damaged by snow discharging from the snowplows during snow removal. However, mailboxes that are directly hit or physically struck by snow removal

equipment—provided they do not extend beyond the city gutter (Policy**Code)—will be repaired according to city standards. This may be temporary until thaw conditions occur.

* Here are some helpful guidelines to follow when placing your mailbox:

- Position your mailbox 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.
- Place your mailbox 6" to 8" back from the curb. If you do not have a raised curb, contact your local postmaster for guidance.

5.0 CONCLUSION

Different weather conditions will require this plan to be modified as needed by Public Works personnel. The street department will try to be flexible and respond to special conditions as much as possible, however the plan may be modified to meet conditions by the Director of Public Works. Residents should be aware of this possibility and are encouraged to make arrangements accordingly.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 11, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Change Order for the 2024 Street Reconstruction Project

STATEMENT/PURPOSE:

To review and and potentially approve Change Order 2 for the SID 235 General Construction Contract. Change Order 2 includes installing storm sewer in Project Area 1 to address stormwater drainage issues that were discovered during construction.

BACKGROUND/ALTERNATIVES:

The City awarded a construction contract to Strata Construction to complete roadway rehabilitation in Project Area 1 (behind Culvers). The area is extremely flat and the residents encounter drainage issues during storm events. In order to assist with roadway drainage, change order 2 proposes to install storm sewer through Teamsters Park to collect and convey stormwater into the City's system. This improvement has been coordinated with the land owner.

ATTACHMENTS:

1. Change Order 2

FISCAL IMPACT:

Change Order 2 is \$187,460.00. Change order 2 would utilize project contingencies and the negative change order balance from change order 1.

STAFF IMPACT:

Significant effort working alongside Moore Engineering during the project.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the change order, as presented.

SUGGESTED MOTION:

I move to approve Change Order 2 for the 2024 Street Reconstruction project, as presented.

CHANGE ORDER NO.: 2

Owner:

Engineer:

Contractor:

Project:

Contract Name:

City of Mandan

Moore Engineering, Inc.

Strata Corporation

Mandan SID 235

General

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

23590

Effective Date of

Date Issued:

11/26/2024

Change Order:

11/26/2024

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adds a storm sewer drainage system to the Teamsters Park property in Area 1. This will improve drainage at the west ends of 1st St NE, 2nd St NE, and 3rd St NE. This Change Order also corrects a clerical error appearing in WCD1 in the reduction of pigmented imprinted concrete.

Attachments:

Contractor's Change Proposal
Sheet C-417
Exhibit A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 6,222,569.05	Original Contract Times: Substantial Completion: October 31, 2025 Ready for final payment: November 21, 2025
Increase from previously approved Change Orders No. 0 to No. 1: \$ 67,576.80	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: \$ 6,290,145.85	Contract Times prior to this Change Order: Substantial Completion: October 31, 2025 Ready for final payment: November 21, 2025
Increase this Change Order: \$ 187,460.00	Increase this Change Order: Substantial Completion: NA Ready for final payment: NA
Contract Price incorporating this Change Order: \$ 6,477,605.85	Contract Times with all approved Change Orders: Substantial Completion: October 31, 2025 Ready for final payment: November 21, 2025

Recommended by Engineer (if required)
By: Grant Dockter, PE 
Title: Professional Engineer II
Date: 11/26/2024

Authorized by Owner
By: _____
Title: _____
Date: 12/17/2024

Accepted by Contractor
By:  
Title: Estimator
Date: 11/27/24

Approved by Funding Agency (if applicable)
By: _____
Title: _____
Date: _____

Strata Corporation

Change Order

1771 W Cavalry Dr
Bismarck, ND 58504
Office 701-258-3925 Fax 701-258-8987

DATE: October 22, 2024
Job # 2-24-911

Project Owner:
City of Mandan
Moore Engineering
Grant Dockter

Project Name Mandan 235

Teamsters Park

DESCRIPTION	MEASURE	QTY	UNIT PRICE	AMOUNT
12" Storm Sewer Pipe	LF	1200.00	\$ 69.00	\$ 82,800.00
Connnect to existing sewer structure	EA	1.00	\$ 3,500.00	\$ 3,500.00
24" Storm Sewer Structure	EA	7.00	\$ 5,600.00	\$ 39,200.00
Removal of Tree	EA	3.00	\$ 1,500.00	\$ 4,500.00
Install New Tree	EA	3.00	\$ 1,200.00	\$ 3,600.00
Aggregate Surface Course CL 5	TON	50.00	\$ 90.00	\$ 4,500.00
Hydraulic Mulch	SY	2000.00	\$ 0.82	\$ 1,640.00
Seeding Class III	SY	2000.00	\$ 1.11	\$ 2,220.00
Topsoil Striping and Spreading	SY	2000.00	\$ 6.50	\$ 13,000.00
Mobilization	LS	1.00	\$ 3,500.00	\$ 3,500.00
SUBTOTAL				\$ 158,460.00
TOTAL				\$ 158,460.00

Contractor Signature

Approved _____ Denied _____

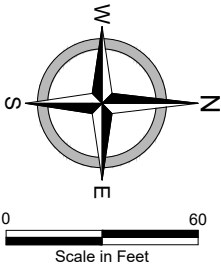
CHANGE AMOUNT \$ 158,460.00

Owner Authorized Signature

FILE LOCATION: R:\Projects\23500\23500\23500\CIVIL\PRODUCTION\23590-UNDERGROUND.dwg

STORM STRUCTURE SCHEDULE					
NO.	SIZE	BASIN PART NUMBER	COVER	RIM	INVERTS
CB1	24" DIA	2824AG7	2499CGS	1631.34	NE INV. 1626.34
CB2	24" DIA	2824AG7	2499CGS	1639.63	W INV. 1634.00
CB3	24" DIA	2824AG5	2499CGS	1639.60	W INV. 1635.60
M4	24" DIA	2824AG10	2499CGC	1632.88	E INV. 1626.10 N INV. 1626.00 SW INV. 1626.10
M5	24" DIA	2824AG7	2499CGS	1639.50	W INV. 1633.00 S INV. 1633.10
M6	24" DIA	2824AG7	2499CGC	1640.48	N INV. 1634.20 S INV. 1634.30 E INV. 1634.30
M7	24" DIA	2824AG7	2499CGC	1640.30	N INV. 1635.35 E INV. 1635.45

- NOTES:
- 1) PROTECT EXISTING TREES. ONLY REMOVE TREES WITH ENGINEER'S APPROVAL.
 - 2) STRIP & SPREAD TOPSOIL AS NEEDED FOR CONSTRUCTION. MAX PAY LIMITS WILL BE 15' WIDE ALONG THE LENGTH OF THE PIPE.



REPAIR ROADWAY WITH SURFACE AGGREGATE AFTER COMPLETION OF UNDERGROUND WORK.

REMOVE TREES AS NECESSARY. REPLACE WITH SIMILAR SPECIES EVERGREENS MINIMUM 6' TALL.

PROTECT EXISTING VOLLEYBALL COURTS

CHANGE ORDER NO. 2

UNDERGROUND
2024 STREET REHABILITATION
STREET IMPROVEMENT DISTRICT 235 PROJECT 2024-02
MANDAN, NORTH DAKOTA
TEAMSTERS PARK

DATE:	3.14.24
REV DATE:	11.26.24
REV NUM:	CO#2
RECORD:	---
PROJECT No.	23590
MANAGER:	----
DESIGNER:	GMD
DRAFTER:	MSG
REVIEWER:	----

C-417

EXHIBIT A
CHANGE ORDER NO. 2

<u>Item No. & Description</u>		<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
Teamsters Park Storm Drainage						
714.7412	12" Storm Sewer Pipe	LF	1200	\$ 69.00	\$	82,800.00
722.2490	Connect to Existing Structure	EA	1	\$ 3,500.00	\$	3,500.00
722.2491	24" Storm Sewer Structure	EA	7	\$ 5,600.00	\$	39,200.00
201.0370	Removal of Tree	EA	3	\$ 1,500.00	\$	4,500.00
970.1000	Install New Tree	EA	3	\$ 1,200.00	\$	3,600.00
302.0320	Aggregate Surface Course Cl 5	TON	50	\$ 90.00	\$	4,500.00
253.0200	Hydraulic Mulch	SY	2000	\$ 0.82	\$	1,640.00
251.0310	Seeding Class III	SY	2000	\$ 1.11	\$	2,220.00
203.0126	Topsoil Stripping & Spreading	SY	2000	\$ 6.50	\$	13,000.00
12000.00	Mobilization	LS	1	\$ 3,500.00	\$	3,500.00
750.00	Pigmented Imprinted Concrete	SY	200	\$ 145.00	\$	29,000.00
TOTALS					\$ -	\$ 187,460.00
NET CHANGE IN CONTRACT PRICE						\$ 187,460.00

ORIGINAL CONTRACT PRICE	\$	6,222,569.05
AMOUNT FROM PREVIOUS CHANGE ORDER	\$	67,576.80
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$	6,290,145.85
INCREASE THIS CHANGE ORDER	\$	187,460.00
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	\$	6,477,605.85

JUSTIFICATION

1.
- This Change Order adds a storm sewer drainage system to the Teamsters Park property in Area 1. This will improve drainage at the west ends of 1st St NE, 2nd St NE, and 3rd St NE. This Change Order also corrects a clerical error appearing in WCD1 in the reduction of pigmented imprinted concrete.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 10, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Consider 2023-2025 Legislative Agenda

STATEMENT/PURPOSE:

To consider approval of the 2023-2025 legislative agenda.

BACKGROUND/ALTERNATIVES:

The North Dakota League of Cities continually lobbies on behalf of North Dakota Cities and a list of bills tracked may be found on their webpage once the session begins. During the session we will provide a list of bills that we are currently tracking and would recommend the commission review and discuss.

The list of positions attached is a general framework that we would recommend taking. With that said, each bill has its own nuances and, thus, we will review individual bills for consideration. Past practice has had Department Managers consult with their Portfolio Commissioner and City Administrator regarding specific bills and testimony.

ATTACHMENTS:

1. 2025 Legislative Priorities

FISCAL IMPACT:

n/a

STAFF IMPACT:

Staff time during the session may be extensive depending upon the bills that are introduced.

LEGAL REVIEW:

n/a at this time

RECOMMENDATION:

i recommend adopting the attached Legislative Agenda.

SUGGESTED MOTION:

i move to approve the 2025 legislative agenda.

2025 Legislative Priorities

- **Infrastructure Funding**
 - ✓ Strongly support responsible funding programs for infrastructure improvements and maintenance for cities.
 - ✓ Support proposed realignment order in which the Municipal Infrastructure Fund “Prairie Dog Bill” buckets fill.
- **Special Assessments**
 - ✓ Strongly oppose any legislative changes to current special assessment law that would make the process less accessible to cities for financing projects.
- **Planning and Zoning**
 - ✓ Strongly oppose legislative action that would inhibit city leaders from planning for future growth.
 - ✓ Support the continuation of its extraterritorial zoning authority to effectively manage the current footprint of the city and plan for future expansion while recognizing the rights of landowners to the use of property.
- **Property Tax**
 - ✓ Support tax policy that allows local elected leaders to respond to the needs of their city residents.
- **Publication Costs**
 - ✓ Support legislative changes that would reduce the cost cities incur to publish legal notices.
- **Economic Development**
 - ✓ Support new and existing economic development programs that provide benefits and responsible growth opportunities for communities.
- **Preemption**
 - ✓ Oppose any legislation that would prevent local government leaders from creatively finding solutions to challenges in their communities.

2025 Legislative Priorities

- **Partisan Elections**
 - ✓ Strongly oppose any legislation that would make local government elections partisan.
- **Childcare**
 - ✓ Support legislation that enhances the ability of childcare providers to meet the needs of city residents.
- **Housing**
 - ✓ Support legislation that enhances opportunities to increase affordable housing in cities.
- **Workforce**
 - ✓ Support legislation that addresses the workforce shortage in North Dakota.
- **Behavioral Health**
 - ✓ Support legislation that makes behavioral health resources available across North Dakota.
- **Sales Tax Exemptions**
 - ✓ Support efforts to reduce sales tax exemptions
- **Home Rule Authority**
 - ✓ Not support any legislative action to undermine home rule authority.



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 9, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: First Consideration of Ordinance 1459, a PUD
Amendment for Cove at Lakewood

STATEMENT/PURPOSE:

First Consideration of Ordinance 1459, a PUD Amendment for Cove at Lakewood

BACKGROUND/ALTERNATIVES:

Detailed background on this request may be found under Public Hearings no. 2 on this agenda.

ATTACHMENTS:

1. draft Ord. Cove PUD Amendment

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the first consideration of Ordinance 1459.

SUGGESTED MOTION:

I move to approve the first consideration of Ordinance 1459.

ORDINANCE NO. 1459

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

WHEREAS, the Planned Unit Development (PUD) District (Ordinance #'s 2015-1, 2015-2, 1216, 1254, 1355 and 1424) of Cove At Lakewood, in Section 1, Township 138N, Range 81W, City of Mandan, Morton County, North Dakota, shall be amended and re-enacted.

SECTION 1. AMENDMENT. In conformance with the requirements of Sec. 105-4-3, subsection e. of PUD District is amended to read as follows:

1. Lot 1 to zoned CB – Commercial with restrictions. The below uses are allowed:
 - Multi-family dwelling
 - Multi-family dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Retail group A
 - Office-bank group
 - Service group A
 - Health-medical group
2. Lot 2 to zoned CB – Commercial with restrictions. The below uses are allowed:
 - Multi-family dwelling
 - Multi-family dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Group dwelling
 - Group dwellings are permitted only as principal structures or where residential use is deemed appropriate; and residential uses are prohibited in multi-use shop structures.
 - Retail group A
 - Office-bank group
 - Service group A

- Service group B
 - Health-medical group
 - Education group
3. Lot 3 to remain as an aesthetic scenic pond, which also serves as a storm water facility.
 4. Common Area Ownership and Maintenance:
 - A 30-foot access easement from 21st Street SE to lot 3 for pond and embankment maintenance is established and recorded on the final plat.
 - Ownership and Maintenance of Lot 3 (pond) is the responsibility of the owners of Lots 1 and 2. A common use and maintenance agreement shall be executed upon the transfer or sale of any lot to formalize and enforce this maintenance obligation.
 - Lot 3 includes a 40-foot shoreline access easement along all lands abutting Lot 2, Block 4, Lakewood 9th Addition, and Lots 2-13 and 17-26, Lakewood 8th Addition, 1st Replat. This easement permits lot owners to extend and maintain their yards to the waterline, consistent with previously granted rights.
 5. Building Placement and Setbacks:
 - As CB setbacks are very open in the Municipal Code, further regulation is needed to ensure an attractive and uniform streetscape.
 - Buildings shall be generally constructed and placed in alignment with this amended PUD and associated site renderings. This includes a mix of single and two-story, attached multi-use shop buildings, and commercial/office buildings primarily accessed off of an interior parking lot.
 - Building Setback Minimums:
 - 15 ft – street/front yard along 21st Street SE if access to site is provided via a common access point
 - 25 ft - street/front yard along 21st Street SE if access to site is provided directly in front of building
 - 5 ft - sideyard
 - 5 ft - rear facing pond
 - 20 ft – rear other
 6. Parking:
 - Temporary parking is provided in front of each shop/office/business condo.
 - Spaces must be located behind City boulevards.
 - Parking to be per Mandan City code if not specifically identified herein.
 - 1 space per 400 sqft of office/retail.
 - Shop and/or garage space contained within a building shall not apply to total sqft building calculations for parking spaces, however, may be included in total parking requirements.
 7. Other criteria: Before applying for a building permit, the site plans, final building plans, building elevations, and finished floor flood plain reference elevations will be submitted to the City of Mandan for architectural review, comment, & approval.

SECTION 2. RE-ENACTMENT. PUD District is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:

November 25, 2024
December 17, 2024
January 7, 2025



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 10, 2024
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Resolution for \$5,462,000 Water Revenue Bond, Series 2025

STATEMENT/PURPOSE:

To approve the Resolution for \$5,462,000 Water Revenue Bond, Series 2025.

BACKGROUND/ALTERNATIVES:

On June 4, 2024, the City Commission approved a Resolution authorizing the filing of an application with the North Dakota Department of Environmental Quality for a loan under the North Dakota Public Finance Authority's Drinking Water State Revolving Fund Program for the Collins Avenue Water Reservoir Replacement Project.

On September 30, 2024, the North Dakota Industrial Commission approved a \$5,462,000 loan requested by the City of Mandan.

ATTACHMENTS:

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

FISCAL IMPACT:

Project cost = \$7,482,000

Project funding:

- State Water Commission = \$2,020,000
- Drinking Water State Revolving Fund Loan = \$5,462,000
- Total = \$7,482,000

The interest rate on the 20-year loan is 1.5% plus a 0.5% administration fee with the final maturity date of September 1, 2045. The loan will be repaid by approved utility rates. The City is only obligated for the loan draw requests.

STAFF IMPACT:

No additional staff impacts are anticipated.

LEGAL REVIEW:

Arntson Stewart Wegner PC (Bond Counsel) prepared the Bond Resolution.

RECOMMENDATION:

To approve the Resolution for \$5,462,000 Water Revenue Bond, Series 2025.

SUGGESTED MOTION:

I move to approve the Resolution for \$5,462,000 Water Revenue Bond, Series 2025.

BUDGET SHEET

(Round to the nearest thousand)

COST CLASSIFICATION	CWSRF	DWSRF	IRFL	SWC		TOTAL
1. Administrative expenses						\$ 0
2. Land, structures, rights-of-way						\$ 0
3. Engineering basic fees		\$ 249,000		\$ 93,000		\$ 342,000
4. Other engineering fees						\$ 0
5. Project inspection fees		\$ 262,000		\$ 97,000		\$ 359,000
6. Land development						\$ 0
7. Relocation expenses						\$ 0
8. Construction and project improvement		\$ 4,500,000		\$ 1,664,000		\$ 6,164,000
9. Equipment						\$ 0
10. Capitalized interest						\$ 0
11.						\$ 0
12.						\$ 0
13. SUBTOTAL	\$ 0	\$ 5,011,000	\$ 0	\$ 1,854,000	\$ 0	\$ 6,865,000
14. Contingencies		\$ 451,000		\$ 166,000		\$ 617,000
15. TOTAL	\$ 0	\$ 5,462,000	\$ 0	\$ 2,020,000	\$ 0	\$ 7,482,000
16. CWSRF Funds	\$ 0					
17. DWSRF Funds		\$ 5,462,000				
18. IRFL			\$ 0			
19. Local				\$ 2,020,000		
20. OTHER (Specify)					\$ 0	
21. TOTAL ALL FUNDS						\$ 7,482,000

Industrial Commission
of North Dakota

Doug Burgum
GOVERNOR

Drew H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER



North Dakota Public Finance Authority

September 30, 2024

City of Mandan
Justin Froseth
jfroseth@cityofmandan.com

Dear Justin Froseth,

On September 30, 2024 the North Dakota Industrial Commission approved a \$5,462,000 loan requested by the City of Mandan. The loan will be made under the Public Finance Authority's Drinking Water State Revolving Fund Program. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application and related attachments for consideration by the PFA and its' advisors, as applicable.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents. Once the form of the documents has been approved, you will receive a letter from the Department of Environmental Quality concerning the submissions of payment requests for draws against the approved loan amount.

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

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

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

Sincerely,

Benita Eberts
Business Manager

cc: Scott Wegner, Arntson Stewart Wegner PC (swegner@aswbondlaw.com)
Greg Welch, Finance Director (gwelch@cityofmandan.com)

Drinking Water Loan Info -- Preliminary	
Loan #	222
Loan	Mandan
Interest Rate	1.50%
Administration Fee	0.50%
Approved Amount	5,462,000.00
Amount	5,462,000.00
Unfunded Amount	0.00
Face Denomination	5,000.00
Credit Rating	NR
Security Type	Revenue
Closing Date	11/1/2024
First Maturity	9/1/2026
Term	20
Final Maturity	9/1/2045
First Interest	3/1/2025
First Interest Payment	1,000.00
First Admin. Payment	333.00
Debt Service Reserve Fund	328,825.00
First DSRF Payment	9/1/2026

Project Description
Replace Collins Reservoir

\$334,000.00

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Admin. Fee	Total Payment	Annual Total Payment	Debt Service Reserve Funding
					5,462,000.00				
3/1/2025	-	1,000.00	1,000.00	-	5,462,000.00	333.00	1,333.00	-	-
9/1/2025	-	40,965.00	40,965.00	41,965.00	5,462,000.00	13,655.00	54,620.00	55,953.00	-
3/1/2026	-	40,965.00	40,965.00	-	5,462,000.00	13,655.00	54,620.00	-	-
9/1/2026	227,000.00	40,965.00	267,965.00	308,930.00	5,235,000.00	13,655.00	281,620.00	336,240.00	65,765.00
3/1/2027	-	39,262.50	39,262.50	-	5,235,000.00	13,087.50	52,350.00	-	-
9/1/2027	230,000.00	39,262.50	269,262.50	308,325.00	5,005,000.00	13,087.50	282,350.00	334,700.00	65,765.00
3/1/2028	-	37,537.50	37,537.50	-	5,005,000.00	12,512.50	50,050.00	-	-
9/1/2028	235,000.00	37,537.50	272,537.50	310,075.00	4,770,000.00	12,512.50	285,050.00	335,100.00	65,765.00
3/1/2029	-	35,775.00	35,775.00	-	4,770,000.00	11,925.00	47,700.00	-	-
9/1/2029	240,000.00	35,775.00	275,775.00	311,550.00	4,530,000.00	11,925.00	287,700.00	335,400.00	65,765.00
3/1/2030	-	33,975.00	33,975.00	-	4,530,000.00	11,325.00	45,300.00	-	-
9/1/2030	245,000.00	33,975.00	278,975.00	312,950.00	4,285,000.00	11,325.00	290,300.00	335,600.00	65,765.00
3/1/2031	-	32,137.50	32,137.50	-	4,285,000.00	10,712.50	42,850.00	-	-
9/1/2031	250,000.00	32,137.50	282,137.50	314,275.00	4,035,000.00	10,712.50	292,850.00	335,700.00	-
3/1/2032	-	30,262.50	30,262.50	-	4,035,000.00	10,087.50	40,350.00	-	-
9/1/2032	255,000.00	30,262.50	285,262.50	315,525.00	3,780,000.00	10,087.50	295,350.00	335,700.00	-
3/1/2033	-	28,350.00	28,350.00	-	3,780,000.00	9,450.00	37,800.00	-	-
9/1/2033	260,000.00	28,350.00	288,350.00	316,700.00	3,520,000.00	9,450.00	297,800.00	335,600.00	-
3/1/2034	-	26,400.00	26,400.00	-	3,520,000.00	8,800.00	35,200.00	-	-
9/1/2034	265,000.00	26,400.00	291,400.00	317,800.00	3,255,000.00	8,800.00	300,200.00	335,400.00	-
3/1/2035	-	24,412.50	24,412.50	-	3,255,000.00	8,137.50	32,550.00	-	-
9/1/2035	270,000.00	24,412.50	294,412.50	318,825.00	2,985,000.00	8,137.50	302,550.00	335,100.00	-
3/1/2036	-	22,387.50	22,387.50	-	2,985,000.00	7,462.50	29,850.00	-	-
9/1/2036	275,000.00	22,387.50	297,387.50	319,775.00	2,710,000.00	7,462.50	304,850.00	334,700.00	-
3/1/2037	-	20,325.00	20,325.00	-	2,710,000.00	6,775.00	27,100.00	-	-
9/1/2037	280,000.00	20,325.00	300,325.00	320,650.00	2,430,000.00	6,775.00	307,100.00	334,200.00	-
3/1/2038	-	18,225.00	18,225.00	-	2,430,000.00	6,075.00	24,300.00	-	-
9/1/2038	285,000.00	18,225.00	303,225.00	321,450.00	2,145,000.00	6,075.00	309,300.00	333,600.00	-
3/1/2039	-	16,087.50	16,087.50	-	2,145,000.00	5,362.50	21,450.00	-	-
9/1/2039	290,000.00	16,087.50	306,087.50	322,175.00	1,855,000.00	5,362.50	311,450.00	332,900.00	-
3/1/2040	-	13,912.50	13,912.50	-	1,855,000.00	4,637.50	18,550.00	-	-
9/1/2040	295,000.00	13,912.50	308,912.50	322,825.00	1,560,000.00	4,637.50	313,550.00	332,100.00	-
3/1/2041	-	11,700.00	11,700.00	-	1,560,000.00	3,900.00	15,600.00	-	-
9/1/2041	305,000.00	11,700.00	316,700.00	328,400.00	1,255,000.00	3,900.00	320,600.00	336,200.00	-
3/1/2042	-	9,412.50	9,412.50	-	1,255,000.00	3,137.50	12,550.00	-	-
9/1/2042	310,000.00	9,412.50	319,412.50	328,825.00	945,000.00	3,137.50	322,550.00	335,100.00	-
3/1/2043	-	7,087.50	7,087.50	-	945,000.00	2,362.50	9,450.00	-	-
9/1/2043	310,000.00	7,087.50	317,087.50	324,175.00	635,000.00	2,362.50	319,450.00	328,900.00	-
3/1/2044	-	4,762.50	4,762.50	-	635,000.00	1,587.50	6,350.00	-	-
9/1/2044	315,000.00	4,762.50	319,762.50	324,525.00	320,000.00	1,587.50	321,350.00	327,700.00	-
3/1/2045	-	2,400.00	2,400.00	-	320,000.00	800.00	3,200.00	-	-
9/1/2045	320,000.00	2,400.00	322,400.00	324,800.00	-	800.00	323,200.00	326,400.00	-
Total	\$ 5,462,000.00	\$ 952,720.00	\$ 6,414,720.00	\$ 6,414,720.00		\$ 317,573.00	\$ 6,732,293.00	\$ 6,732,293.00	\$ 328,825.00

CITY OF MANDAN, NORTH DAKOTA

**BOND RESOLUTION
\$5,462,000 WATER REVENUE BOND, SERIES 2025**

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

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

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

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

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

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

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

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

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

"Bonds" or "Bond" means any of the City of Mandan, North Dakota, Water Revenue Bond, Series 2025 issued pursuant to this Resolution.

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

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

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

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

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

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

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

"Facilities" means, collectively, the water, water treatment and distribution system, the storm water system, sanitary sewer system, wastewater treatment and distribution facilities of the City, including any improvements, betterments, additions, renewals and replacements thereto.

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

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

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

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

"Net Revenues" means Gross Revenues less Operating Expenses.

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

"NDPFA" means the North Dakota Public Finance Authority.

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

and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

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

"Project" means improvements to the Facilities including but not limited to construction of a new Collins Reservoir providing additional capacity and redundancy.

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

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

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

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

"State" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of Chapter 40-35 of the N.D.C.C. and the provisions of this Resolution, a bond of the City of Mandan, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Five Million Four Hundred Sixty Two Thousand Dollars (\$5,462,000). The bond shall be designated "\$5,462,000 City of Mandan, North Dakota, Water Revenue Bond, Series 2025", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed \$5,462,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the amount of not to exceed \$5,462,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2045 and shall bear interest at the rate of 1.50% payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2026 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2045, subject to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

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

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

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

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

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

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated \$5,462,000 proceeds derived from the sale of the Bonds shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bonds are outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

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

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

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

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

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

The City shall fund the Reserve Fund from Net Revenues in the amount of \$65,765 each September 1 commencing September 1, 2026, and on each September 1 thereafter with the final deposit made on September 1, 2030 (subject to adjustment based on the first principal payment date). The Reserve Fund Requirement is based upon total draws of \$5,462,000. In the event that the City draws less than \$5,462,000 the Reserve Fund Requirement shall be adjusted downward.

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

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

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

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

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

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

SECTION 13. RATE COVENANT. The City covenants that it will impose, maintain and collect rates, fees and charges in connection with the operation of the Facilities which are projected to generate Net Revenues at least equal to 1.10 times the average annual principal and interest payments on the outstanding Bond and Parity Bonds. If the Net Revenues fail to meet this level, the City shall promptly increase its rates, fees and charges to a level so that Net Revenues are projected to meet the required level.

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

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

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

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

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

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

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

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

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

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

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

- (a) no Default has occurred and is continuing;
- (b) at the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund;
- (c) the Resolution authorizing the issuance of the Parity Bonds contains a covenant requiring the City to impose, maintain and collect rates, fees and charges projected to generate Net Revenues for the fiscal year following the year in which the Parity Bonds are issued at least equal to 1.10 times the average annual debt service on all outstanding bonds including the Parity Bonds;
- (d) prior to the issuance of Parity Bonds the City shall file a report:
 - (i) stating that the Net Revenues for the fiscal year preceding the year in which the proposed Parity Bonds are to be issued were more than 1.10 times the maximum principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or
 - (ii) stating that in the opinion of the City Administrator, the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding; and
- (e) provided that the City Administrator's report required pursuant to this Section may take into account and otherwise incorporate the following if supported by the City engineer's opinion:
 - (i) pro forma revenues levied or made during the test year if not fully collected;
 - (ii) pro forma revenues made during the issuance year;
 - (iii) pro forma cost savings as a result of the new project being financed that would reduce operating costs and increase Net Revenues; and
 - (iv) pro forma cost savings if the project being financed would be more efficient because the water utility system is more efficient.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bonds and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues of

the Facilities subordinate to the pledge of Net Revenues to the Bonds authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bonds.

SECTION 17. DEFAULT AND REMEDIES.

(a) The following events shall constitute Default:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 25. TAX COVENANTS. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any applicable regulations to the extent applicable to the Bonds. If at any time the City is of the opinion that for purposes of this Section 25 it is necessary to restrict or limit the yield on the investment of any moneys held in the Bond Fund, the Construction Fund or the Reserve Fund, the City shall take such action as may be necessary.

Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds.

Notwithstanding any provision of this Section, if the City receives an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof.

The City covenants and agrees that not in excess of ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit ("Private Business Use") if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments in respect of property or borrowed money used or to be used for Private Business Use. Use of the Facilities by a trade or business on the same basis as the general public is not Private Business Use; provided; however, such restriction shall be reduced to five (5) percent where use by a nongovernmental person is unrelated or disproportionate as defined under the Code and applicable Treasury Regulations.

The City shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bond are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose investments or assessments) to persons other than state or local government units.

The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

SECTION 26. QUALIFIED TAX-EXEMPT OBLIGATION. The City has not designated the Bond as a "qualified tax-exempt obligation" under Section 265 of the Code.

SECTION 27. [RESERVED].

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

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

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

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

SECTION 32. CERTIFICATES. The Authorized Officers, in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

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

Dated: December 17, 2024.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on December 17, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____



City Commission

Agenda Documentation

MEETING DATE: December 17, 2024
PREPARATION DATE: December 11, 2024
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Consider Resolution Establishing Rates and Charges for Engineering Department Right-of-way permits

STATEMENT/PURPOSE:

Consider Resolution Establishing Rates and Charges for Engineering Department Right-of-way permits

BACKGROUND/ALTERNATIVES:

Detailed background on this request may be found under consent no.4 on this agenda

ATTACHMENTS:

1. ROW Resolution Establishing Rates and Charges

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolution establishing rates and charges for Engineering Department Right-of-way permits.

SUGGESTED MOTION:

I move to approve the resolution establishing rates and charges for Engineering Department Right-of-way permits

City Commission

Agenda Documentation

December 17, 2024

Subject: Consider a resolution establishing Rates and Charges for services for the Engineering
Department right-of-way permits

Page 2 of 2

Resolution Establishing Rates and Charges for services from the General Fund for the Engineering Department Right-of-way permits.

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

Type	Current Fee	New Fee
Concrete work		
New Construction	\$150	\$150
Removal and Replacing	\$75	\$75
Repair without Removal	\$-	\$25
Utility Work		
Base fee	\$150	\$150
Additional Openings	\$25	\$65

BE IT FURTHER RESOLVED that the rates and changes for services from the General Fund shall be effective as of January 1, 2025.

Date this 17th day of December, 2024

President, Board of City Commissioners

Attest:

City Administrator