



AGENDA
CITY COMMISSION
JANUARY 7, 2025
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM

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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Beautification Recognition Program, 2824 Messara PI SE (Berger Property)

D. APPROVAL OF AGENDA

E. MINUTES

1. Consider approval of the minutes from the Dec. 17, 2024 Board of City Commissioners regular meeting

F. PUBLIC HEARING

1. Consider a request for a special use permit for Discovery Kids childcare center for Lot 5, Block 1, Eastwood Acres 4th Addition

G. BIDS

1. Consider bids for the Memorial Highway - East Half Project

H. CONSENT AGENDA

1. Consider State Water Commission Funding for Memorial Highway

2. Consider 2023 & 2024 Veterans Credit Abatements for Dana Keller
3. Consider Plan Review Service Agreement for Heart River Transformational Women's Center
4. Consider approval for the purchase of a Larue D50 loader-mounted snowblower from Swanston equipment through the sourcewell contract
5. Consider approval of a task order amendment from Advanced Engineering and Environmental Services to provide the following updates to the WaterSMART Grant Application Assistance for Mandan's current Advanced Metering Infrastructure (AMI) System
6. Consider a 2025 budget amendment to the Public Works Budget
7. Consider a final plat for JR's Estates 2nd Addition
8. Consider approval of the raffle permit for Lewis and Clark Wildlife Club
9. Consider approval of a raffle permit for North Dakota Rural Electric Cooperative Foundation
10. Consider approval of Administrative Assistant job description
11. Consider approval of updates to the Communication Specialist job description
12. *Correction to Rock Prairie Estates Annexation*

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider Preliminary Engineering Reimbursement Agreement for the I-94 Chip Seal Project
2. Consider a Growth Fund committee recommendation for fire sprinkler assistance for 1702 E Main St
3. Consider Re-executing Purchase Agreement for City-owned lot 606 Collins Avenue (65-3294000)

K. RESOLUTIONS AND ORDINANCES

1. Consider a resolution authorizing a loan application for the 2025 Reconstruction Project - Monte Drive
2. Consider a Resolution establishing rates and charges for water meters

3. Second consideration of Ordinance 1459 for Cove at Lakewood Planned Unit Development (PUD) Amendment

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - January 14, 2025 at 5:30 p.m. Special Meeting, Working Session, Long Range Financial Planning
 - January 21, 2025 at 5 p.m.
 - January 28, 2025 at 5:30 p.m. Special Meeting, Working Session, Long Range Financial Planning
 - February 4, 2025 at 5:30 p.m.
 - February 11, 2025 at 5:30 p.m. Special Meeting, Working Session, Long Range Financial Planning
 - February 18, 2025 at 5 p.m.

N. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jordan Singer, Building Official
SUBJECT: Community Beautification Recognition Program
Nomination

STATEMENT/PURPOSE:

To recognize a property nominated for recognition in the Community Beautification Recognition program.

BACKGROUND/ALTERNATIVES:

The Community Beautification Committee (CBC) Beautification Recognition program, is a program recognizing properties that enhance the aesthetic appeal of the community. Projects must meet at least one of the following criteria:

- Landscape maintenance or enhancements (existing or new)
- Structural maintenance or enhancements (existing or new)
- Overall aesthetic improvements; or
- Appealing, attention getting seasonal or holiday displays.

Both residential and commercial properties located within the city limits are eligible for the program. Projects must be street facing, river view or other publicly viewable areas and/or landscapes. Nominations are submitted to Communications Specialist Kari Schmidt and then forwarded to the CBC for review. The CBC reviews nominations and determines those receiving recognition – which requires a majority vote. Those being forwarded on for recognition are invited to a City Commission meeting, receive a certificate, be featured on the City's website, recognized in the monthly newsletter and via the City's social media pages. Nominations must be submitted with at least one photo of the property's current state. However, photos are only shared with the public if the property owner(s) receiving recognitions sign and return the photo release form.

A nomination for the Berger property at 2824 Messara Pl SE was received on 12/10/24 for appealing, attention-getting seasonal or holiday displays. The person who nominated the property said "The Berger's outdoor Christmas display is fun and festive! Their

property is a must see for Christmas light displays and definitely a bright light in the neighborhood."

The Community Beautification Committee met on Dec. 12 and voted unanimously to forward this property on for recognition.

ATTACHMENTS:

1. 2824 Messara Pl SE (Berger Property)_Redacted
2. Berger 1
3. Berger2

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Presentation only - no action required.

SUGGESTED MOTION:

Presentation only - no action required.



COMMUNITY BEAUTIFICATION RECOGNITION PROGRAM NOMINATION FORM

Use this form to nominate yourself, a business, neighbor, or any property you believe enhances the aesthetic appearance of the community. At least one (1) photograph of that great look is required with each nomination. Awardees will be recognized at a City of Mandan Commission Meeting and on the City's website, social media channels and in the monthly Mandan Messenger printed and e-newsletter.

NOMINEE INFORMATION *In this section, provide the information for the property being nominated.*

Name of Nominee (homeowner/resident/commercial property) **if known:* Cole & Amy Berger

Nominee Phone Number **if known:* _____

Nominee E-Mail Address **if known:* _____

***Address of property being nominated:** 2824 Messara Pl SE

NOMINATED BY *In this section you will provide your contact information.*

☐ The information above is the same as this section. *(I'm the property owner)*

Name: ██████████

Phone Number: _____

E-Mail Address: _____

Do you wish to remain anonymous? ☒ Yes ☐ No

**By selecting "yes" if the person you are nominating is selected to be recognized, your name will not be released as the person who nominated the winner.*

CRITERIA *Eligibility is listed at www.cityofmandan.com/recognitionprogram.*

Select the criteria for your reason for nominating this property *(must meet at least one of the below criteria)*:

- ☐ Landscape maintenance or enhancements – existing or new
- ☐ Structural maintenance or enhancements – existing or new
- ☐ Overall aesthetic improvements
- ☒ Appealing, attention-getting seasonal or holiday displays

CRITERIA CONTINUED

Describe why you are nominating this property and the elements that contribute to the community's aesthetic appearance:

The Berger's outdoor Christmas display is fun and festive! Their property is a must see for Christmas light displays and definitely a bright light in the neighborhood.

At least one (1) photo of the property being nominated will need to be submitted via e-mail to kari.schmidt@cityofmandan.com with this nomination form.

PROPERTY OWNERS: By submitting photos for this program, you give the City of Mandan permission to use your photos on the www.cityofmandan.com website, City's social media channels and in the City's monthly printed and e-newsletter.

☐

Yes, I give permission to use the photos of my property that were submitted.

☒

I'm not the property owners. Please contact the property owner for permission to use photos submitted.

**If a nomination is submitted for a property other than your own, the City will acquire appropriate permission from the property owner.*

ADDITIONAL INFORMATION

Program eligibility, criteria and award selection information can be found at cityofmandan.com/recognitionprogram. Please call 701-667-3478 with issues submitting this form.





The Mandan City Commission met in regular session at 5:30 PM on December 17, 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, Computer Information Systems Manager Mischel and Attorney Oster.

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.* MPO Executive Director Matt Schanandore provided an update on the Holiday Lights on Main. Attendance is around 26,000 for the first 17 days of operation (up about 8,000 from last year). He also shared the success of Santa's Arrival and the N.D. Santa Run.

2. *Quarterly work anniversary recognition.* HR Director Berger announced those with 3, 5, 20 & 30 years of service in the fourth quarter: Dayne Anderson, Eric Short, Jordan Singer, Travis Tekippe, Wade Hofer, Jason Bier, (Aaron Haverlock & Tim Meidinger were unable to be in attendance).

3. *Introduction of new employee Karie Mischel, Computer Information Systems Manager.* City Administrator Neubauer introduced the Computer Information Systems Manager Karie Mischel. She joined the City of Mandan Nov. 26.

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

E. MINUTES

1. *Consider approval of the minutes from the Dec. 3, 2024 Board of City Commissioners regular meeting.* Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

1. *Consider Cove at Lakewood Planned Unit Development (PUD) Amendment.* Planner Stromme presented the PUD amendment for the Cove at Lakewood. 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.

2. *Consider a request for a preliminary plat for JRs Estates 2nd Addition.* Planner Stromme presented the preliminary plat. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Rohr moved and Commissioner Braun seconded to approve the preliminary plat for JRs Estates 2nd Addition. Roll Call vote: Aye 5, Nay 0. The motion passed.

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.* Commissioner Rohr moved and Commissioner Braun seconded to approve consent agenda items 1-12 including all sub-items as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Presentation by North Dakota Music Hall of Fame - Marlo Anderson.* Marlo Anderson presented the item. There was no action required, the item was a presentation only.
2. *Consider engineering service agreement amendment for the Memorial Highway project.* Engineer Wigness presented the item, which is related to the west-half of the Memorial Highway project. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the amendment to the engineering service agreement with HDR, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
3. *Consider request for Mandan Visitors Electronic Marquee Sign replacement at the east end of Main Street.* City Administrator Neubauer presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded 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. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider Waste Water Treatment Plant Master Plan Update amendment.* Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the task order amendment, as presented, and authorize the use of an additional \$18,570 out of the City Utility Fund. Roll Call vote: Aye 5, Nay 0. The motion passed.

5. *Consider the Public Works snow removal plan.* Public Works Director O'Keefe presented the snow removal plan. This item was for information only. Action was not needed.

6. *Consider a change order for the 2024 Street Reconstruction Project.* Engineer Wigness presented the change order. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve Change Order 2 for the 2024 Street Reconstruction project, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

7. *Consider the Legislative agenda.* City Administrator Neubauer presented the item. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the 2025 legislative agenda. Roll Call vote: Aye 5, Nay 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *First Consideration of Ordinance 1459, a PUD Amendment for Cove at Lakewood.* Planner Stromme presented the item. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the first consideration of Ordinance 1459. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider the resolution for \$5,462,000 Water Revenue Bond, Series 2025.* Finance Director Welch presented the resolution. Commissioner Braun moved and Commissioner Heinsohn seconded to approve the Resolution for \$5,462,000 Water Revenue Bond, Series 2025. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider a resolution establishing Rates and Charges for services for the Engineering Department right-of-way permits.* Assistant Engineer McAdoo-Roesler presented the resolution. Commissioner Braun moved and Commissioner Heinsohn seconded to approve the resolution establishing rates and charges for Engineering Department right-of-way permits. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. OTHER BUSINESS Engineer Wigness brought up the Holiday Light Tour Map and shared how to add a location to the map.

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 There being no further 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: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider a request for a special use permit for Discovery Kids childcare center for Lot 5, Block 1, Eastwood Acres 4th Addition.

STATEMENT/PURPOSE:

To consider a request for a special use permit for Discovery Kids childcare center for Lot 5, Block 1, Eastwood Acres 4th Addition.

BACKGROUND/ALTERNATIVES:

Ashley and Steven Featherston request consideration of a Special Use Permit for a proposed childcare facility at Lot 5, Block 1, Eastwood Acres 4th Addition (1702 East Main Street). The proposed childcare center would occupy an existing commercial building on the property.

Project Description

The applicants intend to open Discovery Kids Childcare Center, a new childcare facility, proposed to be licensed for up to 249 childcare slots (actual number likely to reduce once furnished + re-measured by the State of North Dakota (a State license is required)). The project includes minor interior modifications and the installation of a fire sprinkler system. Exterior improvements will consist of creating a fenced play area on the south side of the building, re-striping the parking lot to enhance traffic flow, and slight access adjustments to promote safe site access from East Main Street. The proposed modifications are intended to address facility licensing requirements.

As childcare centers require both State licensing from the Department of Health and Human Services and a special use permit issued by the City, the project is subject to both regulatory reviews.

Property Information + History

The site is accessed primarily from East Main Street and was developed in 1977 as a

manufacturing facility and warehouse. It was later repurposed to be commercial / office space in 2020. The major tenant recently moved out, and the space is now being proposed to be used as a childcare center.

Proposed Special Use

Childcare centers in Mandan are currently regulated under special use permits. Applicants must meet specific criteria outlined in the zoning ordinances. The applicant for this proposal appears to meet or has the potential to meet all licensing requirements set forth by the City's zoning regulations as outlined in the staff report. Additionally, it is anticipated that all applicable building and fire codes will be satisfied in this building for the proposed use.

Evaluative Criteria

Per Section 105-1-13(d)(6), to provide a favorable recommendation, the Planning and Zoning Commission or the Board of City Commissioners should evaluate eight criteria outlined in Exhibit 6. Based on these criteria, staff has made the following determinations:

- **Plan Compliance:** The proposed use aligns with the city's adopted plan. A daycare for up to 249 children constitutes a commercial use and is consistent with the future land use plan's commercial designation for this property.
- **Consistency with Zoning Regulations:** The proposed use is in harmony with the City's zoning code, contingent on meeting the minimum use standards provided in the attachments.
- **Operational Restrictions:** Additional restrictions are necessary to mitigate noise from the outdoor play area and protect the health, safety, and welfare of the public, workers, and nearby residents. Staff recommends the following:
 - No more than fifteen (**15**) children are allowed in the outdoor play area at any one time.
 - The play area may only be used between 9:30 AM and 7:00 PM.
- **Impact on Adjacent Properties:** Without these operational restrictions, the use may negatively impact the development and use of adjacent properties and the surrounding neighborhood.
- **Regulatory Compliance:** The proposed use meets all applicable regulations for the district in which it is located.
- **Natural, Scenic, or Historic Features:** The proposed use will not result in the destruction, loss, or damage to a natural, scenic, or historic feature important to the community.
- **Buffers for Compatibility:** Limited space exists between the proposed exterior play area and the property to the west. At a minimum, a non-transparent fence material should be required along the west side of the proposed play area to screen the play area from the adjacent property.

- **Accessibility:** The proposed use includes adequate provisions for individuals with mobility impairments.

Childcare-Specific Use Standards

Day care center. A day care center is a facility providing services to more than 12 children or any number of adults. A day care center requires special use approval and must comply with the following criteria:

- The facility must receive state approval before an occupancy permit can be issued;
 - The applicant is in the process of receiving state approval for the intended use.
- For a facility catering to children, each building shall provide not less than 35 square feet of interior play area per child;
 - The center will provide adequate interior play area for each child.
- For a facility catering to children, a fenced outdoor play area of not less than 75 square feet per child shall be provided that is located no closer than ten feet to an adjoining residential lot;
 - The center will provide adequate exterior play area for each child.
- For a facility catering to adults, there shall be an outdoor lawn area and covered porch offering either active recreation or passive activities for groups or individuals;
 - The center will not cater to adult care.
- As a minimum, onsite parking shall be provided at the ratio of one space per manager and employee per shift plus one space for each 12 clients; and
 - The property is of a size that is likely to accommodate a number of parking spots greater than required by City code. A striping plan is to be submitted for review.
- Drop off and pickup of clients shall be in an area off the public street that is separate from parking spaces.

Staff believes that all standards are able to be met by this property.

Additional Information and Public Outreach

- The application was received on November 22, 2024.
- This item was published in the Mandan News as required. Thirty-one letters were sent to adjacent property owners on November 26, 2024. As of the time this staff report was written, the Planning Department received no comments or questions

regarding the proposal.

Adjacent Properties Use, Zoning and Future Land Use

The property is zoned CA - commercial. Adjacent properties to the west, north, and east are zoned CA - commercial. The Future Land Use Plan designates this property as commercial. As current zoning, and the City's long-range plan is for the area to be for commercial land uses, limited buffering and screening from the property to the west is proposed to be required.

Planning and Zoning Commission Public Hearing

This item was presented to the Planning and Zoning Commission at their meeting on December 18, 2024, which included a public hearing. The board reviewed the request and recommended approval. No public comments, either in support or opposition, were submitted or considered during the meeting.

Conditions of Approval

Conditions of approval include:

- Submission of a copy of the State Childcare License to the City for its records.
- Establishment of a potential shared-use agreement for the water line proposed for fire suppression connection. (if the water line is shared)
- Modifications to the site design to incorporate access adjustments, including the use of vertical curbing and/or landscaping, to direct vehicle ingress and egress toward the westernmost feasible location to access the properties' parking lot. These changes are intended to promote organized turning movements and enhance traffic flow and site safety.
- Installation of an opaque fence along the western boundary of the outdoor play area for screening purposes.
- Limiting the number of children allowed in the outdoor play area to a maximum of 15 at any given time during designated hours.
- Preservation of access to the building north of the proposed childcare center, in accordance with the easement recorded in the County Recorder's Office (Book 68, Page 509) and noted on the Eastwood Acres 4th Plat.

ATTACHMENTS:

1. Application
2. Additional Submittals
3. Property Owner Permission
4. DRAFT Special Use Permit

5. Images
6. Location Map - Discovery Kids

FISCAL IMPACT:

N/A

STAFF IMPACT:

A considerable amount of staff time has gone into reviewing the request and preparing a recommendation.

LEGAL REVIEW:

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

RECOMMENDATION:

Planning staff recommends approval of the special use permit for Discovery Kids childcare center for Lot 5, Block 1, Eastwood Acres 4th Addition with the conditions provided in the staff report.

SUGGESTED MOTION:

I move to recommend approval of the special use permit for Discovery Kids childcare center for Lot 5, Block 1, Eastwood Acres 4th Addition with the conditions provided in the staff report.

CITY OF MANDAN	
Development Review Application	
Minor Plat (\$300)	Zone Change (\$600)
Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
Final Plat up to 20 lots (\$450)	Vacation (\$500)
Final Plat 21 to 40 lots (\$600)	Variance (\$400)
Final Plat more than 40 lots (\$750)	☒ Special Use Permit (\$450)
Annexation (\$450)	Stormwater submittal (\$300)
Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary) we are requesting to use the property as a childcare center offering services for ages 6 weeks to 12 years of age	

Engineer/Surveyor			Property Owner or Applicant		
Name			Name Discovery Properties LLC		
Address			Address 327a Bethany Loop		
City	State	Zip	City	State	Zip
			Bismarck	ND	58503
email			email ashleyfeatherston@icloud.com		
Phone	Fax		Phone	Fax	
			701-426-4112		
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	CA	CA	Discovery Kids
Property Address				Legal Description		
1702 E Main St Mandan ND 58504				Lot 5, Block 1, Eastwood Acres 4th		
Current Use						
Empty - small portion leased to therapy						
Proposed Use						
Childcare Center						
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	
9.2 acres	12,300 sf	1	12,400	18-20	20	
Section 26		Township 139		Range 81		

Print Name Ashley Featherston	Signature Ashley Featherston	Date 11/3/2024
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Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$ 450	Date 11-22-2024
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

Additional Submittals

Conditional-Special Use Permit

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

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

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

Yes. The only exterior addition planned at this time is to install a fence

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

No

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

The hours of operation should align with other adjacent uses.

Hours will be 7:00 am - 6:00 pm

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

NO

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

Yes - we will get lines painted as well

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

NO

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

Date: 11/15/2024

To Whom It May Concern:

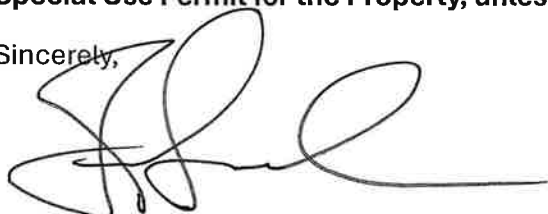
I, Jon Sperl, on behalf of the **Willard B. & Julia A. Olson Surface Trust**, as the rightful owners of the property located at **1702 E Main St., Mandan, ND 58554** (hereinafter referred to as the "Property"), do hereby grant Steven and Ashley Featherston on behalf of **Discovery Properties LLC** permission to apply for and pursue a Special Use Permit for the Property.

This permission is granted for the purpose of allowing Discovery Properties LLC to proceed with any applications, presentations, or necessary actions with relevant municipal, county, or other governmental authorities regarding the Special Use Permit for the Property.

The permission granted in this letter does not constitute a transfer of ownership, lease, or any interest in the Property other than the rights specifically enumerated above. The intention of this letter is solely to permit Discovery Properties LLC to pursue the aforementioned permit.

This authorization is valid for the duration necessary for Discovery Properties LLC to obtain the Special Use Permit for the Property, unless explicitly revoked in writing.

Sincerely,



Jon Sperl
Trustee, Willard B. & Julia A. Olson Surface Trust

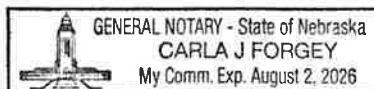
State of [State] Nebraska
County of [County] Box Butte

This instrument was acknowledged before me on this 15 day of November [month], 2024 [year], by:

Jon Sperl, Trustee of the Willard B. & Julia A. Olson Surface Trust.

Notary Public

My commission expires: 8-2-2026
Carla J. Forgey





SPECIAL USE PERMIT

For Daycare Center

The property owner(s) of the Lot 5, Block 1, Eastwood Acres 4th Addition are granted a special use permit for a daycare center as defined in Section 101-1-3 of the Mandan Code of Ordinances (MCO) subject to the following conditions:

1. The facility must receive state approval before an occupancy permit can be issued and limited to the number of children permitted by said license; and
2. The building shall provide not less than 35 square feet of interior play area per child; and
3. The fenced outdoor play area shall include not less than 75 square feet per child and shall be located no closer than ten feet to an adjoining residential lots on the east and west boundaries; and
4. The facility is not permitted to cater to adults; and
5. As a minimum, onsite parking shall be provided at the ratio of one space per manager and employee per shift plus one space for each 12 clients, and parking lot striping shall be maintained; and
6. Drop off and pickup of clients shall be in an area off the public street that is separate from parking spaces; and
7. No more than fifteen (15) children to be outside utilizing the play area at any one time; and
8. The play area is required to be utilized no earlier than 9:30am and no later than 7:00pm.
9. A nontransparent fence shall be constructed on the west side of the outside play area for screening purposes.

Dated this 18th day of December, 2024

President, Planning and Zoning Commission

ATTEST:

Planning and Zoning Secretary

Ratified by the Board of City Commissioners on _____.



View of property from east



View of property from southwest – looking east



View of property and adjoining property, from the south



Aerial of property within subarea – looking north



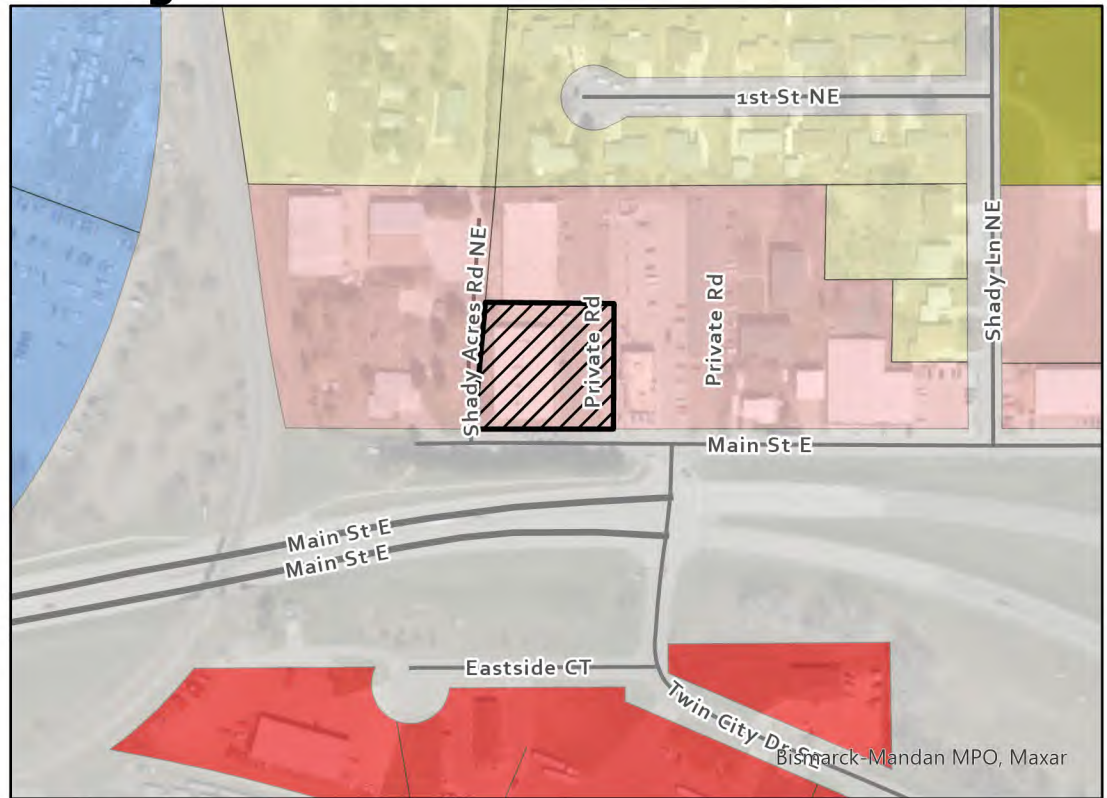
Zoning and Future Land Use Reference Map

Discovery Kids

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
- ETA Line
- City Limits
- 08-City Primary Streets
- 09-City Secondary Streets
- 11-City Trailer Court Streets
- 12-City Private Dr
- 13-Private Rd
- December '24 Planning Activities

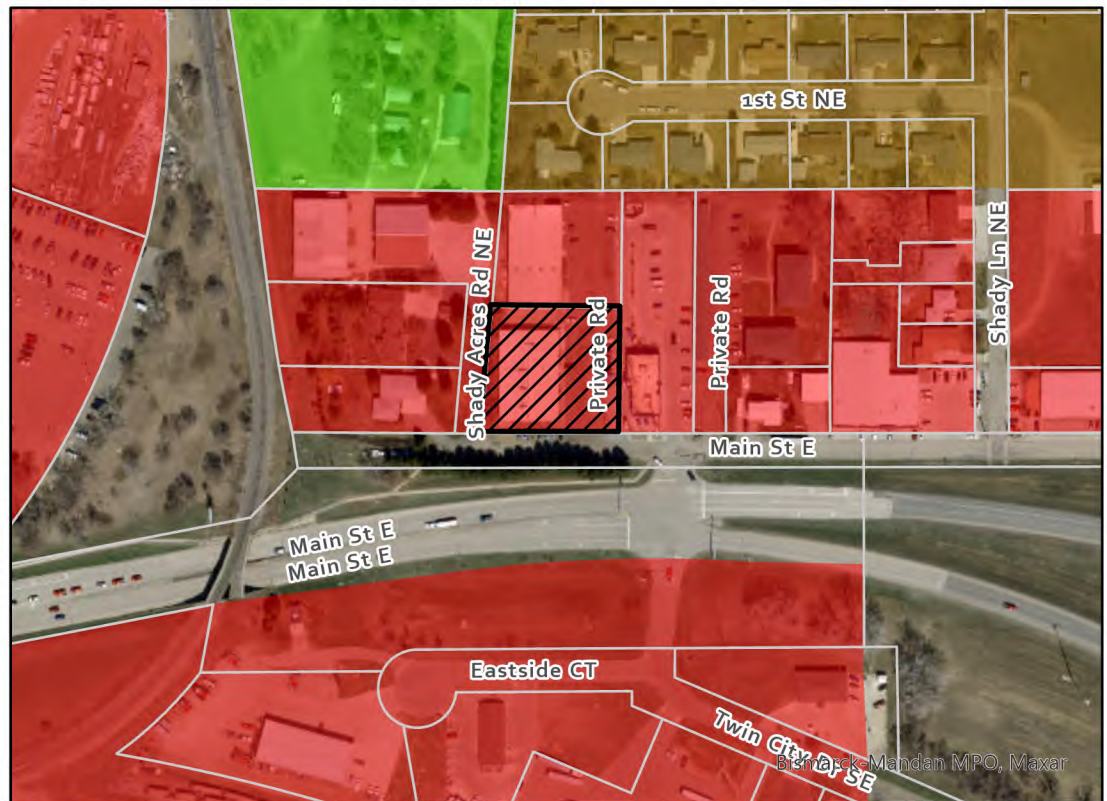
Zoning



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
- December '24 Planning Activities

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 20, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider bids for the Memorial Highway - East Half Project

STATEMENT/PURPOSE:

To review and possibly approve the concurrence of bid award to Reede Construction for the Memorial Highway - East Half project.

BACKGROUND/ALTERNATIVES:

On December 20th, the North Dakota Department of Transportation (NDDOT) opened bids for the east half of the Memorial Highway Reconstruction Project. HDR provided an estimate of \$36,234,739.10. The project received four bids, summarized on the table below:

Contractor	Amount	% Above Estimate
Reede Construction	\$ 37,999,840.45	4.9%
Northern Improvement	\$ 38,297,356.47	5.7%
Strata	\$ 39,587,819.47	9.3%
Knife River	\$ 39,946,834.24	10.2%

The NDDOT is requesting concurrence in awarding the bid to Reede Construction, as the apparent low bidder. Reede Construction worked on Bismarck's downtown concrete project two years ago and has done a lot of work for the South Dakota Department of Transportation.

ATTACHMENTS:

1. Request for Concurrence of Award

FISCAL IMPACT:

Using Reede's unit prices, the City's financial responsibility for the East Half is estimated to be \$10,901,509.11. At the time of writing this agenda item, the City's specific exposure to changes between estimated construction costs and bid prices is still being calculated. For estimated assessments, the City had been using \$12,637,336.63 for total East-half costs. This would leave about \$1.7M for engineering and other soft costs related to the East-half.

STAFF IMPACT:

This project will require major time and effort by the City to coordinate with property owners, consultants, contractors, and the NDDOT.

LEGAL REVIEW:

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

RECOMMENDATION:

To concur in awarding the contract to Reede Construction.

SUGGESTED MOTION:

I move to approve the concurrence of award to Reede Construction, as presented.

December 20, 2024

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

PROJECTS: SU-CPU-FTF-1-094(223)919, PCN 23277 – BUS 94 (MEMORIAL HIGHWAY), 32ND AVENUE SE TO 46TH AVENUE SE - MANDAN

Bids for the construction on the above noted project were taken at our bid opening of December 20, 2024. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Reconstruction, Median, Drainage, Shared Use Path, Lighting, Landscaping, Signage, Signals, Sidewalk, Sanitary Sewer, Storm Sewer, Watermain & Lift Station was submitted by Reede Construction Inc of Aberdeen, SD in the amount of \$37,999,840.45. According to the agreement with the City of Mandan, the City's share of project **SU-CPU-FTF-1-094(223)919** is estimated to be \$10,901,509.11. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Mandan to **concur**, in writing, in the estimated amount before January 6, 2025, if possible.

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

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**

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

PCN: **23277**

Job Number: **23277**

Bid Opening Date: **12/20/2024**

English/Metric: **ENGLISH**

Signed Date:

Contract with **REEDE CONSTRUCTION INC ABERDEEN, SD**

County(s): **MORTON**

Location: **BUS 94 (MEMORIAL HIGHWAY), 32ND AVENUE SE TO 46TH AVENUE SE - MANDAN**

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**Roadway: **URBAN****S94E000B147.183_02 RP 919.320 (1.4157) TO 920.383 (2.4731)****S94W000B147.183_02 RP 919.320 (1.4192) TO 920.383 (2.4575)**Type: **RECONSTRUCTION, MEDIAN, SHARED USE PATH, LIGHTING, LANDSCAPING, SIGNAGE, SIGNALS,
SIDEWALK, STORM SEWER**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.674	L SUM	\$138,000.00	\$93,012.00
103	0200	ESCROW OF BID DOCUMENTATION	0.674	L SUM	\$3,000.00	\$2,022.00
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.674	L SUM	\$126,000.00	\$84,924.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.674	L SUM	\$8,000.00	\$5,392.00
109	1000	E-TICKETING	0.674	L SUM	\$25,000.00	\$16,850.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	57,794.000	TON	\$29.00	\$1,676,026.00
202	0130	REMOVAL OF CURB & GUTTER	650.000	LF	\$49.00	\$31,850.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	2,519.000	LF	\$48.00	\$120,912.00
202	0288	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	500.000	CY	\$290.00	\$145,000.00
202	0293	REMOVE RETAINING WALL	118.000	LF	\$19.00	\$2,242.00
202	0310	REMOVAL OF CHAIN LINK FENCE	50.000	LF	\$52.20	\$2,610.00
202	0312	REMOVE EXISTING FENCE	555.000	LF	\$52.20	\$28,971.00
202	0812	DISPOSAL OF CONTAMINATED WATER	500.000	GAL	\$48.00	\$24,000.00
203	0101	COMMON EXCAVATION-TYPE A	8,617.000	CY	\$24.00	\$206,808.00
203	0109	TOPSOIL	9,262.000	CY	\$29.00	\$268,598.00
203	0113	COMMON EXCAVATION-WASTE	30,126.000	CY	\$30.00	\$903,780.00
216	0100	WATER	1,046.000	M GAL	\$37.00	\$38,702.00
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	56.000	STA	\$2,900.00	\$162,400.00
251	0100	SEEDING CLASS I	5.550	ACRE	\$2,300.00	\$12,765.00
251	2000	TEMPORARY COVER CROP	5.560	ACRE	\$250.00	\$1,390.00
253	0201	HYDRAULIC MULCH	11.110	ACRE	\$3,000.00	\$33,330.00
255	0102	ECB TYPE 2	48.000	SY	\$9.50	\$456.00
261	0112	FIBER ROLLS 12IN	11,760.000	LF	\$3.00	\$35,280.00
261	0113	REMOVE FIBER ROLLS 12IN	5,880.000	LF	\$0.20	\$1,176.00
302	0120	AGGREGATE BASE COURSE CL 5	41,544.000	TON	\$35.00	\$1,454,040.00
302	0314	TEMPORARY TRAFFIC SURFACE AGGREGATE	1,270.000	TON	\$65.00	\$82,550.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	9,181.000	TON	\$140.00	\$1,285,340.00
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	38,356.000	SY	\$110.00	\$4,219,160.00
550	0330	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	510.000	SY	\$150.00	\$76,500.00
702	0100	MOBILIZATION	0.674	L SUM	\$3,460,000.00	\$2,332,040.00
704	0100	FLAGGING	1,000.000	MHR	\$70.00	\$70,000.00
704	1000	TRAFFIC CONTROL SIGNS	4,173.000	UNIT	\$2.00	\$8,346.00
704	1052	TYPE III BARRICADE	118.000	EA	\$105.00	\$12,390.00
704	1054	SIDEWALK BARRICADE	77.000	EA	\$53.00	\$4,081.00
704	1060	DELINEATOR DRUMS	452.000	EA	\$21.00	\$9,492.00
704	1067	TUBULAR MARKERS	87.000	EA	\$10.50	\$913.50
704	1081	VERTICAL PANELS-BACK TO BACK	119.000	EA	\$31.50	\$3,748.50
704	1087	SEQUENCING ARROW PANEL-TYPE C	3.000	EA	\$1,600.00	\$4,800.00
704	1500	OBLITERATION OF PAVEMENT MARKING	6,403.000	SF	\$2.00	\$12,806.00
704	2108	TEMPORARY CURB RAMP	2.000	EA	\$525.00	\$1,050.00
704	3511	STATE FURNISHED MEDIAN BARRIER	4,570.000	LF	\$95.00	\$434,150.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EA	\$10,500.00	\$42,000.00
706	0400	FIELD OFFICE	0.674	EA	\$26,250.00	\$17,692.50

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
706	0500	AGGREGATE LABORATORY	0.674	EA	\$26,250.00	\$17,692.50
708	1540	INLET PROTECTION-SPECIAL	101.000	EA	\$285.00	\$28,785.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	101.000	EA	\$47.00	\$4,747.00
714	0310	PIPE CONC REINF 18IN CL III	16.000	LF	\$190.00	\$3,040.00
714	3055	END SECT-CONC REINF 60IN	1.000	EA	\$18,900.00	\$18,900.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	3,676.000	LF	\$184.00	\$676,384.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	516.000	LF	\$190.00	\$98,040.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	121.000	LF	\$225.00	\$27,225.00
714	4190	PIPE CONDUIT TEE 48IN X 18IN - STORM DRAIN	1.000	EA	\$7,350.00	\$7,350.00
714	4195	PIPE CONDUIT TEE 60IN X 15IN - STORM DRAIN	1.000	EA	\$9,450.00	\$9,450.00
714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	1.000	EA	\$2,100.00	\$2,100.00
714	9705	UNDERDRAIN CLEANOUT RISER	43.000	EA	\$945.00	\$40,635.00
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	10,390.000	LF	\$17.00	\$176,630.00
720	0110	RIGHT OF WAY MARKERS	21.000	EA	\$210.00	\$4,410.00
720	0125	ALIGNMENT MONUMENTS	7.000	EA	\$237.00	\$1,659.00
720	0130	IRON PIN R/W MONUMENTS	18.000	EA	\$80.00	\$1,440.00
720	0135	IRON PIN REFERENCE MONUMENTS	3.000	EA	\$80.00	\$240.00
722	0120	MANHOLE 72IN	7.000	EA	\$10,500.00	\$73,500.00
722	0130	MANHOLE 84IN	2.000	EA	\$15,000.00	\$30,000.00
722	0140	MANHOLE 96IN	10.000	EA	\$18,000.00	\$180,000.00
722	0200	MANHOLE 108IN	3.000	EA	\$22,000.00	\$66,000.00
722	0202	MANHOLE 120IN	4.000	EA	\$24,000.00	\$96,000.00
722	1120	MANHOLE RISER 72IN	46.430	LF	\$1,300.00	\$60,359.00
722	1130	MANHOLE RISER 84IN	15.850	LF	\$1,600.00	\$25,360.00
722	1140	MANHOLE RISER 96IN	99.200	LF	\$1,900.00	\$188,480.00
722	1200	MANHOLE RISER 108IN	28.820	LF	\$2,100.00	\$60,522.00
722	1205	MANHOLE RISER 120IN	42.430	LF	\$2,750.00	\$116,682.50
722	2500	MANHOLE SPECIAL	3.000	EA	\$84,000.00	\$252,000.00
722	3510	INLET-TYPE 2	38.000	EA	\$5,600.00	\$212,800.00
722	3520	INLET-TYPE 2 DOUBLE	40.000	EA	\$9,000.00	\$360,000.00
722	4010	INLET CATCH BASIN 6IN BEEHIVE	14.000	EA	\$5,300.00	\$74,200.00
722	4020	INLET CATCH BASIN 9IN BEEHIVE	2.000	EA	\$5,300.00	\$10,600.00
722	4060	INLET MOUNTABLE CURB-TYPE B	1.000	EA	\$8,400.00	\$8,400.00
722	6160	ADJUST INLET	1.000	EA	\$5,300.00	\$5,300.00
722	7000	WATER QUALITY UNIT	1.000	EA	\$163,000.00	\$163,000.00
748	0140	CURB & GUTTER-TYPE I	13,801.000	LF	\$42.00	\$579,642.00
750	0010	IMPRINTED CONCRETE	776.000	SY	\$85.00	\$65,960.00
750	0030	PIGMENTED IMPRINTED CONCRETE	3,702.000	SY	\$280.00	\$1,036,560.00
750	0115	SIDEWALK CONCRETE 4IN	6,431.000	SY	\$75.00	\$482,325.00
750	0210	CONCRETE MEDIAN NOSE PAVING	56.000	SY	\$235.00	\$13,160.00
750	1020	DRIVEWAY CONCRETE 8IN	3,429.000	SY	\$110.00	\$377,190.00
750	2115	DETECTABLE WARNING PANELS	440.000	SF	\$75.00	\$33,000.00
752	0600	FENCE CHAIN LINK	14.000	LF	\$52.20	\$730.80
752	0850	ORNAMENTAL FENCE	2,942.000	LF	\$52.20	\$153,572.40
752	0911	TEMPORARY SAFETY FENCE	530.000	LF	\$8.40	\$4,452.00
752	3100	CORNER ASSEMBLY CHAIN LINK	1.000	EA	\$0.00	\$0.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	403.100	SF	\$30.00	\$12,093.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	170.000	SF	\$30.00	\$5,100.00
754	0141	BARRICADE ASSEMBLY A	4.000	EA	\$2,100.00	\$8,400.00
754	0168	DELINEATORS-TYPE D	5.000	EA	\$105.00	\$525.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	1,167.400	LF	\$19.00	\$22,180.60

North Dakota **FEDERAL AID**

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

PCN: **23277**

Job Number: **23277**

English/Metric: **ENGLISH**

Bid Opening Date: **12/20/2024**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
754	0563	REFERENCE MARKER-TYPE C	2.000	EA	\$185.00	\$370.00
754	0592	RESET SIGN PANEL	6.000	EA	\$80.00	\$480.00
754	1104	REMOVE SIGN FOUNDATION	3.000	EA	\$525.00	\$1,575.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	30.000	SF	\$35.00	\$1,050.00
762	0131	EPOXY PVMT MK 6IN LINE-GROOVED	1,891.000	LF	\$9.00	\$17,019.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	842.000	LF	\$10.00	\$8,420.00
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	2,517.000	LF	\$5.00	\$12,585.00
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	376.000	LF	\$25.00	\$9,400.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	448.000	SF	\$14.00	\$6,272.00
762	0430	SHORT TERM 4IN LINE-TYPE NR	99,935.000	LF	\$0.20	\$19,987.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	71.000	LF	\$7.00	\$497.00
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	10,632.000	LF	\$10.00	\$106,320.00
770	0001	LIGHTING SYSTEM	1.000	EA	\$475,000.00	\$475,000.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$57,000.00	\$57,000.00
772	0001	TRAFFIC SIGNALS SYSTEM	2.000	EA	\$425,000.00	\$850,000.00
772	2800	INTERIM TRAFFIC SIGNALS	1.000	EA	\$57,000.00	\$57,000.00
772	9200	IT SYSTEM	1.000	EA	\$263,000.00	\$263,000.00
920	0093	LIFT STATION-SITE 3	1.000	EA	\$1,250,000.00	\$1,250,000.00
920	1233	HEALTH AND SAFETY PLAN	1.000	L SUM	\$78,750.00	\$78,750.00
930	0200	DEWATERING	1.000	L SUM	\$1,300,000.00	\$1,300,000.00
930	0211	DEWATERING - SITE 1	1.000	L SUM	\$35,000.00	\$35,000.00
990	0220	GUARD POST-PERMANENT	39.000	EA	\$900.00	\$35,100.00
Subtotal						\$24,451,242.30
Eng and Contg						\$2,445,124.23
Total						\$26,896,366.53

Length1.0600 Miles

Construction		
Estimated Cost		\$26,896,366.53
SU FEDERAL FUNDS	LIMITED	\$21,019,707.95
SU STATE FUNDS	LIMITED	\$2,439,874.11
SU MANDAN CITY FUNDS	LIMITED	\$1,784,984.16
FTF STATE FUNDS		\$1,651,800.31

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**Roadway: **URBAN****32ND, L906_059M 0.1635 TO 0.1859****40TH, L715_059M 1.1023 TO 1.1978****46TH, L716_059M 1.084 TO 1.094**Type: **ASPHALT SURFACING, CONCRETE PAVEMENT**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.024	L SUM	\$138,000.00	\$3,312.00
103	0200	ESCROW OF BID DOCUMENTATION	0.024	L SUM	\$3,000.00	\$72.00
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.024	L SUM	\$126,000.00	\$3,024.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.024	L SUM	\$8,000.00	\$192.00
109	1000	E-TICKETING	0.024	L SUM	\$25,000.00	\$600.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	3,423.000	TON	\$29.00	\$99,267.00
202	0130	REMOVAL OF CURB & GUTTER	898.000	LF	\$49.00	\$44,002.00
202	0210	REMOVAL OF MANHOLES	1.000	EA	\$1,900.00	\$1,900.00
203	0101	COMMON EXCAVATION-TYPE A	2,447.000	CY	\$24.00	\$58,728.00
203	0109	TOPSOIL	532.000	CY	\$29.00	\$15,428.00
203	0113	COMMON EXCAVATION-WASTE	2,225.000	CY	\$30.00	\$66,750.00
216	0100	WATER	31.000	M GAL	\$37.00	\$1,147.00
302	0120	AGGREGATE BASE COURSE CL 5	1,812.000	TON	\$35.00	\$63,420.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	13.000	TON	\$140.00	\$1,820.00
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	2,415.000	SY	\$110.00	\$265,650.00
702	0100	MOBILIZATION	0.024	L SUM	\$3,460,000.00	\$83,040.00
706	0400	FIELD OFFICE	0.024	EA	\$26,250.00	\$630.00
706	0500	AGGREGATE LABORATORY	0.024	EA	\$26,250.00	\$630.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	48.000	LF	\$184.00	\$8,832.00
722	3520	INLET-TYPE 2 DOUBLE	2.000	EA	\$9,000.00	\$18,000.00
748	0120	CURB & GUTTER MOUNTABLE-TYPE I	318.000	LF	\$60.00	\$19,080.00
748	0140	CURB & GUTTER-TYPE I	629.000	LF	\$42.00	\$26,418.00
750	1020	DRIVEWAY CONCRETE 8IN	483.000	SY	\$110.00	\$53,130.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	311.000	LF	\$10.00	\$3,110.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	86.000	SF	\$14.00	\$1,204.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	990.000	LF	\$7.00	\$6,930.00
Subtotal						\$846,316.00

North Dakota **FEDERAL AID**

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

PCN: **23277**

Job Number: **23277**

Bid Opening Date: **12/20/2024**

English/Metric: **ENGLISH**

Eng and Contg **\$84,631.60**

Total **\$930,947.60**

Length **0.1279 Miles**

		<u>Construction</u>
Estimated Cost		\$930,947.60
SU FEDERAL FUNDS	80.93%	\$753,415.89
SU MANDAN CITY FUNDS	19.07%	\$177,531.71
FTF STATE FUNDS		\$0.00

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**Roadway: **URBAN****40TH AVE, L389_059M 0 TO 0.0601****43RD AVE, L394_059M 0.1962 TO 0.2065**Type: **CONCRETE PAVEMENT**Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.016	L SUM	\$138,000.00	\$2,208.00
103	0200	ESCROW OF BID DOCUMENTATION	0.016	L SUM	\$3,000.00	\$48.00
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.016	L SUM	\$126,000.00	\$2,016.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.016	L SUM	\$8,000.00	\$128.00
109	1000	E-TICKETING	0.016	L SUM	\$25,000.00	\$400.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	1,230.000	TON	\$29.00	\$35,670.00
202	0130	REMOVAL OF CURB & GUTTER	188.000	LF	\$49.00	\$9,212.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	30.000	LF	\$48.00	\$1,440.00
202	0210	REMOVAL OF MANHOLES	11.000	EA	\$1,900.00	\$20,900.00
203	0109	TOPSOIL	813.000	CY	\$29.00	\$23,577.00
216	0100	WATER	32.000	M GAL	\$37.00	\$1,184.00
302	0120	AGGREGATE BASE COURSE CL 5	1,003.000	TON	\$35.00	\$35,105.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	18.000	TON	\$140.00	\$2,520.00
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	1,252.000	SY	\$110.00	\$137,720.00
702	0100	MOBILIZATION	0.016	L SUM	\$3,460,000.00	\$55,360.00
706	0400	FIELD OFFICE	0.016	EA	\$26,250.00	\$420.00
706	0500	AGGREGATE LABORATORY	0.016	EA	\$26,250.00	\$420.00
714	3010	END SECT-CONC REINF 18IN	1.000	EA	\$2,100.00	\$2,100.00
714	3020	END SECT-CONC REINF 24IN	2.000	EA	\$2,625.00	\$5,250.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	47.000	LF	\$184.00	\$8,648.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	74.000	LF	\$190.00	\$14,060.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	88.000	LF	\$225.00	\$19,800.00
714	4218	PIPE CONDUIT ARCH 29IN X 18IN	107.000	LF	\$315.00	\$33,705.00
722	0100	MANHOLE 48IN	1.000	EA	\$6,300.00	\$6,300.00
722	1100	MANHOLE RISER 48IN	5.170	LF	\$630.00	\$3,257.10
722	3510	INLET-TYPE 2	4.000	EA	\$5,600.00	\$22,400.00
722	4020	INLET CATCH BASIN 9IN BEEHIVE	1.000	EA	\$5,300.00	\$5,300.00
748	0140	CURB & GUTTER-TYPE I	777.000	LF	\$42.00	\$32,634.00
750	1020	DRIVEWAY CONCRETE 8IN	158.000	SY	\$110.00	\$17,380.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	101.000	LF	\$10.00	\$1,010.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	86.000	SF	\$14.00	\$1,204.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	939.000	LF	\$7.00	\$6,573.00

Subtotal	\$507,949.10
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North Dakota **FEDERAL AID**
Project Number: **SU-CPU-FTF-1-094(223)919**

PCN: **23277**
Job Number: **23277**

Bid Opening Date: **12/20/2024**
English/Metric: **ENGLISH**
Eng and Contg **\$50,794.91**
Total **\$558,744.01**

Length **0.0704 Miles**

		<u>Construction</u>
Estimated Cost		\$558,744.01
CPU MANDAN CITY FUNDS	100.00%	\$558,744.01

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**Roadway: **URBAN****S94E000B147.183_02 RP 919.320 (1.4157) TO 920.383 (2.4731)****S94W000B147.183_02 RP 919.320 (1.4192) TO 920.383 (2.4575)**Type: **DRAINAGE, STORM SEWER**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.134	L SUM	\$138,000.00	\$18,492.00
103	0200	ESCROW OF BID DOCUMENTATION	0.134	L SUM	\$3,000.00	\$402.00
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.134	L SUM	\$126,000.00	\$16,884.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.134	L SUM	\$8,000.00	\$1,072.00
109	1000	E-TICKETING	0.134	L SUM	\$25,000.00	\$3,350.00
201	0300	CLEARING & GRUBBING	0.320	ACRE	\$22,000.00	\$7,040.00
201	0370	REMOVAL OF TREES 10IN	39.000	EA	\$840.00	\$32,760.00
201	0380	REMOVAL OF TREES 18IN	8.000	EA	\$1,630.00	\$13,040.00
201	0390	REMOVAL OF TREES 30IN	7.000	EA	\$3,050.00	\$21,350.00
201	0395	STUMP REMOVAL	3.000	EA	\$1,250.00	\$3,750.00
202	0021	REMOVE AGGREGATE BASE & SURFACING	984.000	TON	\$29.00	\$28,536.00
202	0110	REMOVAL OF STRUCTURE-SITE 3	1.000	L SUM	\$31,500.00	\$31,500.00
202	0130	REMOVAL OF CURB & GUTTER	314.000	LF	\$49.00	\$15,386.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	404.000	LF	\$90.00	\$36,360.00
202	0210	REMOVAL OF MANHOLES	2.000	EA	\$1,900.00	\$3,800.00
202	0230	REMOVAL OF INLETS	3.000	EA	\$1,890.00	\$5,670.00
202	0290	REMOVAL OF SLOPE PROTECTION	105.000	SY	\$105.00	\$11,025.00
216	0100	WATER	4.000	M GAL	\$37.00	\$148.00
251	0100	SEEDING CLASS I	1.820	ACRE	\$2,300.00	\$4,186.00
251	1000	WETLAND SEED	0.150	ACRE	\$5,500.00	\$825.00
251	2000	TEMPORARY COVER CROP	1.970	ACRE	\$250.00	\$492.50
253	0201	HYDRAULIC MULCH	3.940	ACRE	\$3,000.00	\$11,820.00
256	0100	RIPRAP GRADE I	36.000	CY	\$105.00	\$3,780.00
256	0200	RIPRAP GRADE II	41.000	CY	\$105.00	\$4,305.00
261	0112	FIBER ROLLS 12IN	3,958.000	LF	\$3.00	\$11,874.00
261	0113	REMOVE FIBER ROLLS 12IN	1,979.000	LF	\$0.20	\$395.80
262	0100	FLOTATION SILT CURTAIN	80.000	LF	\$30.00	\$2,400.00
262	0101	REMOVE FLOTATION SILT CURTAIN	80.000	LF	\$2.00	\$160.00
302	0120	AGGREGATE BASE COURSE CL 5	5,952.000	TON	\$35.00	\$208,320.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	367.000	TON	\$140.00	\$51,380.00
702	0100	MOBILIZATION	0.134	L SUM	\$3,460,000.00	\$463,640.00
706	0400	FIELD OFFICE	0.134	EA	\$26,250.00	\$3,517.50
706	0500	AGGREGATE LABORATORY	0.134	EA	\$26,250.00	\$3,517.50
708	1540	INLET PROTECTION-SPECIAL	2.000	EA	\$285.00	\$570.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	2.000	EA	\$47.00	\$94.00
709	0155	GEOSYNTHETIC MATERIAL TYPE RR	87.500	SY	\$10.50	\$918.75
714	4121	PIPE CONDUIT 42IN-STORM DRAIN	1,128.000	LF	\$420.00	\$473,760.00
714	4126	PIPE CONDUIT 48IN-STORM DRAIN	528.000	LF	\$475.00	\$250,800.00
714	4131	PIPE CONDUIT 54IN-STORM DRAIN	1,045.000	LF	\$555.00	\$579,975.00
714	4136	PIPE CONDUIT 60IN-STORM DRAIN	3,420.000	LF	\$700.00	\$2,394,000.00
714	4236	PIPE CONDUIT ARCH 73IN X 45IN	481.000	LF	\$790.00	\$379,990.00
748	0140	CURB & GUTTER-TYPE I	321.000	LF	\$42.00	\$13,482.00
750	0115	SIDEWALK CONCRETE 4IN	64.000	SY	\$75.00	\$4,800.00
920	2000	SELECT GRANULAR BACKFILL	35.000	CY	\$160.00	\$5,600.00

North Dakota **FEDERAL AID**

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

PCN: **23277**

Job Number: **23277**

Bid Opening Date: **12/20/2024**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
970	1025	REPLANT TREES	1.000	EA	\$1,344.00	\$1,344.00
Subtotal						\$5,126,512.05
Eng and Contg						\$512,651.21
Total						\$5,639,163.26

Length 0.0000 Miles

		Construction
Estimated Cost		\$5,639,163.26
SU FEDERAL FUNDS	80.26%	\$4,525,992.44
SU STATE FUNDS	9.00%	\$507,524.69
SU MANDAN CITY FUNDS	10.74%	\$605,646.13
FTF STATE FUNDS		\$0.00

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH**Roadway: **URBAN****S94E000B147.183_02 RP 919.320 (1.4157) TO 920.383 (2.4731)****S94W000B147.183_02 RP 919.320 (1.4192) TO 920.383 (2.4575)**Type: **SANITARY SEWER, WATERMAIN, & LIFT STATION**Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.152	L SUM	\$138,000.00	\$20,976.00
103	0200	ESCROW OF BID DOCUMENTATION	0.152	L SUM	\$3,000.00	\$456.00
107	0200	CULTURAL RESOURCE CONSTRUCTION MONITORING	0.152	L SUM	\$126,000.00	\$19,152.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.152	L SUM	\$8,000.00	\$1,216.00
109	1000	E-TICKETING	0.152	L SUM	\$25,000.00	\$3,800.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	739.000	LF	\$90.00	\$66,510.00
202	0500	ACP WATERMAIN REMOVAL	1,840.000	LF	\$130.00	\$239,200.00
210	0212	FLOWABLE FILL	151.000	CY	\$470.00	\$70,970.00
216	0100	WATER	222.000	M GAL	\$37.00	\$8,214.00
702	0100	MOBILIZATION	0.152	L SUM	\$3,460,000.00	\$525,920.00
706	0400	FIELD OFFICE	0.152	EA	\$26,250.00	\$3,990.00
706	0500	AGGREGATE LABORATORY	0.152	EA	\$26,250.00	\$3,990.00
710	0255	TEMPORARY BYPASS SEWER SYSTEM	1.000	EA	\$100,000.00	\$100,000.00
714	8500	CASING PIPE 20IN	12.000	LF	\$1,600.00	\$19,200.00
722	0300	MANHOLE SANITARY	12.000	EA	\$10,000.00	\$120,000.00
722	3200	MANHOLE DROP	3.000	EA	\$14,700.00	\$44,100.00
722	3410	MANHOLE REPAIR	8.000	EA	\$10,500.00	\$84,000.00
722	6200	ADJUST MANHOLE	7.000	EA	\$6,300.00	\$44,100.00
724	0210	FITTINGS-DUCTILE IRON	18,703.000	LBS	\$38.00	\$710,714.00
724	0270	REMOVE GATE VALVE & BOX	25.000	EA	\$1,700.00	\$42,500.00
724	0300	GATE VALVE & BOX 6IN	37.000	EA	\$3,900.00	\$144,300.00
724	0310	GATE VALVE & BOX 8IN	24.000	EA	\$4,400.00	\$105,600.00
724	0314	GATE VALVE & BOX 12IN	2.000	EA	\$9,000.00	\$18,000.00
724	0317	GATE VALVE & BOX 16IN	13.000	EA	\$22,000.00	\$286,000.00
724	0412	8IN HYDRANT	18.000	EA	\$10,000.00	\$180,000.00
724	0430	REMOVE HYDRANT	11.000	EA	\$1,700.00	\$18,700.00
724	0616	WATER SERVICE LINE 1 1/2IN	877.000	LF	\$84.00	\$73,668.00
724	0621	WATER SERVICE LINE 2IN	41.000	LF	\$90.00	\$3,690.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$1,312,000.00	\$1,312,000.00
724	0810	WATERMAIN 6IN PVC	1,802.000	LF	\$105.00	\$189,210.00
724	0830	WATERMAIN 8IN PVC	1,354.000	LF	\$115.00	\$155,710.00
724	0850	WATERMAIN 12IN PVC	172.000	LF	\$170.00	\$29,240.00
724	0852	WATERMAIN 16IN PVC	5,014.000	LF	\$200.00	\$1,002,800.00
724	0858	WATERMAIN 16IN	93.000	LF	\$420.00	\$39,060.00
724	0907	CURB STOP & BOX 1 1/2IN	44.000	EA	\$1,200.00	\$52,800.00
724	0910	CURB STOP & BOX 2IN	1.000	EA	\$1,600.00	\$1,600.00
724	0944	CONNECTION TO EXISTING MAIN	11.000	EA	\$19,000.00	\$209,000.00
724	0958	WATER SERVICE CONNECTION 1 1/2IN	44.000	EA	\$1,300.00	\$57,200.00
724	0960	WATER SERVICE CONNECTION 2IN	1.000	EA	\$2,100.00	\$2,100.00
724	0975	WATER LINE CONNECTION 6IN	3.000	EA	\$4,725.00	\$14,175.00
724	0980	WATER LINE CONNECTION 8IN	2.000	EA	\$5,000.00	\$10,000.00
724	0984	WATER LINE CONNECTION 12IN	3.000	EA	\$7,900.00	\$23,700.00
724	1025	UNDERGROUND IRRIGATION SYSTEM	1.000	L SUM	\$157,500.00	\$157,500.00
724	1110	8IN SANITARY SEWER PIPE	619.000	LF	\$135.00	\$83,565.00

North Dakota **FEDERAL AID**

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

PCN: **23277**

Job Number: **23277**

English/Metric: **ENGLISH**

Bid Opening Date: **12/20/2024**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
724	1117	12IN SANITARY SEWER PIPE	2,710.000	LF	\$150.00	\$406,500.00
724	1120	6IN SEWER SERVICE PIPE	227.000	LF	\$125.00	\$28,375.00
724	1190	RECONNECT TO EXISTING SANITARY SEWER SERVICE	11.000	EA	\$20,000.00	\$220,000.00
724	5040	SANITARY SEWER SERVICE CONNECTION	11.000	EA	\$5,000.00	\$55,000.00
724	7014	REMOVE GATE VALVE BOX	6.000	EA	\$1,000.00	\$6,000.00
724	9022	FORCEMAIN 8IN	34.000	LF	\$220.00	\$7,480.00
744	0050	INSULATION BOARD	700.000	CF	\$60.00	\$42,000.00
920	0110	LIFT STATION PUMP LEASE	24.000	MO	\$160.00	\$3,840.00
Subtotal						\$7,067,821.00
Eng and Contg						\$706,782.10
Total						\$7,774,603.10

Length **1.0600 Miles**

		Construction
Estimated Cost		\$7,774,603.10
CPU MANDAN CITY FUNDS	100.00%	\$7,774,603.10

Type: **SPECIAL ITEMS**

Item Description	Amount
ESTIMATED COST OF RIGHT OF WAY	\$1,300,000.00
Funding Splits:	
SU FEDERAL FUNDS	80.93% \$1,052,090.00
SU STATE FUNDS	19.07% \$247,910.00

Summary for Project

Length **1.0600 Miles** **MORTON** **1.0600 Miles**

Estimated Total Construction Cost:	\$37,999,840.45
Estimated Total Eng and Contg:	\$3,799,984.05

	Construction	Special Items	Total
Estimated Cost	\$41,799,824.50	\$1,300,000.00	\$43,099,824.50
SU FEDERAL FUNDS	\$26,299,116.28	\$1,052,090.00	\$27,351,206.28
SU STATE FUNDS	\$2,947,398.80	\$247,910.00	\$3,195,308.80
SU MANDAN CITY FUNDS	\$2,568,162.00	\$0.00	\$2,568,162.00
FTF STATE FUNDS	\$1,651,800.31	\$0.00	\$1,651,800.31
CPU MANDAN CITY FUNDS	\$8,333,347.11	\$0.00	\$8,333,347.11

NDDOT TO MAKE CONTRACTOR PAYMENTS. SU FEDERAL FUNDS ARE CAPPED AT \$27,351,206.28, STATE MATCH FUNDS ARE CAPPED AT \$3,195,308.80 AND CITY MATCH FUNDS ARE CAPPED AT \$2,568,162. BECAUSE OF THE AGREED TO CAP AMOUNTS, THE CITY MATCH IS ACTIVATED FIRST, THEN THE STATE MATCH, THEN THE FEDERAL.

AFTER ALL CAPPED AMOUNTS ARE ACTIVATED, FLEXIBLE TRANSPORTATION FUNDS WILL BE USED

Page 41 of 210

North Dakota **FEDERAL AID**Bid Opening Date: **12/20/2024**Project Number: **SU-CPU-FTF-1-094(223)919**PCN: **23277**Job Number: **23277**English/Metric: **ENGLISH****AFTER ALL CAPPED AMOUNTS ARE ACTIVATED, FLEXIBLE TRANSPORTATION FUNDS WILL BE USED.****CPU SUBPROJECTS ARE 100 PERCENT CITY FUNDS.****THE PRELIMINARY ENGINEERING FOR THIS PROJECT IS PART OF SU-1-094(197)917, PCN 22005.**

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 1 OF 8		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277	BIDDER ENGINEERS ESTIMATE		BIDDER REEDE CONSTRUCTION I NC		BIDDER NORTHERN IMPROVEMENT COMPANY	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM							ABERDEEN, SD		FARGO, ND	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE										
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR					C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
103	CONTRACT BOND	L SUM	1000	500000000	50000000	1380000000	138000000	877500000	87750000	
103	ESCROW OF BID DOCUMENTATION	L SUM	1000	50000000	5000000	30000000	3000000	9500000	950000	
107	CULTURAL RESOURCE CONSTRUCTION MONITORING	L SUM	1000	750000000	75000000	1260000000	126000000	3516200000	351620000	
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1000	250000000	25000000	80000000	8000000	162800000	16280000	
109	E-TICKETING	L SUM	1000	500000000	50000000	250000000	25000000	163400000	16340000	
201	CLEARING & GRUBBING	ACRE	320	100000000	3200000	220000000	7040000	225300000	7209600	
201	REMOVAL OF TREES 10IN	EA	39000	10000000	3900000	8400000	3276000	8680000	3385200	
201	REMOVAL OF TREES 18IN	EA	8000	12500000	10000000	16300000	1304000	16818000	1345440	
201	REMOVAL OF TREES 30IN	EA	7000	20000000	14000000	30500000	2135000	31465000	2202550	
201	STUMP REMOVAL	EA	3000	25000000	7500000	12500000	3750000	13020000	3906000	
202	REMOVE AGGREGATE BASE & SURFACING	TON	63431000	25000	158577500	29000	183949900	11400	72311340	
202	REMOVAL OF STRUCTURE-SITE 3	L SUM	1000	450000000	45000000	315000000	31500000	325500000	32550000	
202	REMOVAL OF CURB & GUTTER	LF	2050000	10000	20500000	49000	10045000	14700	3013500	
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	2549000	40000	101960000	48000	12235200	48800	12439120	
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	1143000	35000	40005000	90000	10287000	92200	10538460	
202	REMOVAL OF MANHOLES	EA	14000	13000000	18200000	19000000	26600000	19530000	27342000	
202	REMOVAL OF INLETS	EA	3000	6500000	19500000	18900000	5670000	19530000	5859000	
202	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	CY	5000000	1000000	500000000	2900000	145000000	2984000	149200000	
202	REMOVAL OF SLOPE PROTECTION	SY	105000	50000	5250000	105000	1102500	27100	2845500	
202	REMOVE RETAINING WALL	LF	118000	75000	8850000	19000	2242000	19500	2301000	
202	REMOVAL OF CHAIN LINK FENCE	LF	50000	15000	750000	52200	2610000	10900	545000	
202	REMOVE EXISTING FENCE	LF	555000	1000	555000	52200	2897100	11900	6604500	
202	ACP WATERMAIN REMOVAL	LF	1840000	90000	165600000	130000	239200000	135600	249504000	
202	DISPOSAL OF CONTAMINATED WATER	GAL	500000	25000	12500000	48000	24000000	48800	24400000	
203	COMMON EXCAVATION-TYPE A	CY	11064000	20000	221280000	24000	265536000	18400	203577600	
203	TOPSOIL	CY	10607000	20000	212140000	29000	307603000	37200	394580400	
203	COMMON EXCAVATION-WASTE	CY	32351000	20000	647020000	30000	970530000	19300	624374300	
210	FLOWABLE FILL	CY	151000	150000	22650000	470000	70970000	488300	73733000	
216	WATER	M GAL	1335000	25000	33375000	37000	49395000	38000	50730000	
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	56000	450000	25200000	2900000	162400000	2063100	115533600	
251	SEEDING CLASS I	ACRE	7370	26000000	19162000	23000000	16951000	2365300	17432260	
251	WETLAND SEED	ACRE	150	18000000	2700000	55000000	8250000	56963000	8544500	
251	TEMPORARY COVER CROP	ACRE	7530	1500000	11295000	25000000	18825000	2604000	19608100	
253	HYDRAULIC MULCH	ACRE	15050	13000000	195650000	30000000	451500000	30923000	465391200	
255	ECB TYPE 2	SY	48000	6500	3120000	9500	4560000	9700	4665600	
256	RIPRAP GRADE I	CY	36000	2100000	75600000	105000	37800000	108500	39060000	
256	RIPRAP GRADE II	CY	41000	1250000	51250000	105000	43050000	108500	44485000	
261	FIBER ROLLS 12IN	LF	15718000	4500	707310000	3000	471540000	3000	471540000	
261	REMOVE FIBER ROLLS 12IN	LF	7859000	500	39295000	200	15718000	300	23577000	
262	FLOTATION SILT CURTAIN	LF	80000	12000	9600000	30000	24000000	31500	25200000	
262	REMOVE FLOTATION SILT CURTAIN	LF	80000	3000	2400000	2000	1600000	2200	1760000	
302	AGGREGATE BASE COURSE CL 5	TON	50311000	30000	1509330000	35000	1760885000	41100	2067782100	
302	TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	1270000	25000	317500000	65000	825500000	59800	759460000	
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	9579000	200000	1915800000	140000	1341060000	139700	1338186300	
550	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	42023000	150000	6303450000	110000	4622530000	140700	5912636100	
550	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	SY	510000	200000	1020000000	150000	765000000	232000	1183200000	
702	MOBILIZATION	L SUM	1000	3500000000	3500000000	3460000000	3460000000	2068920000	2068920000	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: REEDE CONSTRUCTION INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
Deputy Director For Engineering:				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				
1										

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 2 OF 8		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277	BIDDER ENGINEERS ESTIMATE		BIDDER REEDE CONSTRUCTION I NC		BIDDER NORTHERN IMPROVEMENT COMPANY	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM							ABERDEEN, SD		FARGO, ND	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE					C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR										
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
704	FLAGGING	MHR	1000000	75000	75000000	70000	70000000	57500	57500000	
704	TRAFFIC CONTROL SIGNS	UNIT	4173000	5000	20865000	2200	8346000	2200	9180600	
704	TYPE III BARRICADE	EA	118000	200000	23600000	105000	12390000	108500	12803000	
704	SIDEWALK BARRICADE	EA	77000	70000	5390000	53000	4081000	54300	4181100	
704	DELINEATOR DRUMS	EA	452000	50000	22600000	21000	9492000	21700	9808400	
704	TUBULAR MARKERS	EA	87000	8000	696000	10500	913500	10900	948300	
704	VERTICAL PANELS-BACK TO BACK	EA	119000	35000	4165000	31500	3748500	32600	3879400	
704	SEQUENCING ARROW PANEL-TYPE C	EA	3000	3000000	9000000	1600000	4800000	1627500	4882500	
704	OBLITERATION OF PAVEMENT MARKING	SF	6403000	2000	12806000	2000	12806000	1900	12165700	
704	TEMPORARY CURB RAMP	EA	2000	550000	1100000	525000	1050000	542500	1085000	
704	STATE FURNISHED MEDIAN BARRIER	LF	4570000	70000	319900000	95000	434150000	118800	542916000	
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4000	10000000	40000000	10500000	42000000	10850000	43400000	
706	FIELD OFFICE	EA	1000	20000000	20000000	26250000	26250000	29215800	29215800	
706	AGGREGATE LABORATORY	EA	1000	10000000	10000000	26250000	26250000	26963300	26963300	
708	INLET PROTECTION-SPECIAL	EA	103000	450000	46350000	285000	29355000	293000	30179000	
708	REMOVE INLET PROTECTION-SPECIAL	EA	103000	35000	3605000	47000	4841000	48800	5026400	
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	87500	6000	525000	10500	9187500	10900	9537500	
710	TEMPORARY BYPASS SEWER SYSTEM	EA	1000	100000000	100000000	100000000	100000000	103075000	103075000	
714	PIPE CONC REINF 18IN CL III	LF	16000	235000	3760000	190000	3040000	195300	3124800	
714	END SECT-CONC REINF 18IN	EA	1000	1650000	1650000	2100000	2100000	2170000	2170000	
714	END SECT-CONC REINF 24IN	EA	2000	2200000	4400000	2625000	5250000	2712500	5425000	
714	END SECT-CONC REINF 60IN	EA	1000	10250000	10250000	18900000	18900000	19530000	19530000	
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	3771000	225000	848475000	184000	693864000	189900	716112900	
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	590000	235000	138650000	190000	112100000	195300	115227000	
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	209000	275000	57475000	225000	47025000	233300	48759700	
714	PIPE CONDUIT 42IN-STORM DRAIN	LF	1128000	340000	383520000	420000	473760000	434000	489552000	
714	PIPE CONDUIT 48IN-STORM DRAIN	LF	528000	420000	221760000	475000	250800000	488300	257822400	
714	PIPE CONDUIT 54IN-STORM DRAIN	LF	1045000	500000	522500000	555000	579975000	575100	600979500	
714	PIPE CONDUIT 60IN-STORM DRAIN	LF	3420000	700000	2394000000	700000	2394000000	727000	2486340000	
714	PIPE CONDUIT TEE 48IN X 18IN - STORM DRAIN	EA	1000	7200000	7200000	7350000	7350000	7595000	7595000	
714	PIPE CONDUIT TEE 60IN X 15IN - STORM DRAIN	EA	1000	8750000	8750000	9450000	9450000	9765000	9765000	
714	PIPE CONDUIT ARCH 29IN X 18IN	LF	107000	280000	29960000	315000	33705000	325500	34828500	
714	PIPE CONDUIT ARCH 73IN X 45IN	LF	481000	725000	348725000	790000	379990000	813800	391437800	
714	CASING PIPE 20IN	LF	12000	350000	4200000	1600000	19200000	1627500	19530000	
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1000	1000000	1000000	2100000	2100000	2170000	2170000	
714	UNDERDRAIN CLEANOUT RISER	EA	43000	770000	33110000	945000	40635000	976500	41989500	
714	UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	10390000	15000	155850000	17000	176630000	17400	180786000	
720	RIGHT OF WAY MARKERS	EA	21000	175000	3675000	210000	4410000	217000	4557000	
720	ALIGNMENT MONUMENTS	EA	7000	200000	1400000	237000	1659000	244100	1708700	
720	IRON PIN R/W MONUMENTS	EA	18000	100000	1800000	80000	1440000	81400	1465200	
720	IRON PIN REFERENCE MONUMENTS	EA	3000	100000	300000	80000	240000	81400	244200	
722	MANHOLE 48IN	EA	1000	6500000	6500000	6300000	6300000	7033900	7033900	
722	MANHOLE 72IN	EA	7000	7500000	52500000	10500000	73500000	11373900	79617300	
722	MANHOLE 84IN	EA	2000	12500000	25000000	15000000	30000000	16256400	32512800	
722	MANHOLE 96IN	EA	10000	17000000	170000000	18000000	180000000	18968900	189689000	
722	MANHOLE 108IN	EA	3000	20000000	60000000	22000000	66000000	23308900	69926700	
722	MANHOLE 120IN	EA	4000	25000000	100000000	24000000	96000000	25478900	101915600	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: REEDE CONSTRUCTION INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
Deputy Director For Engineering:				2		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				
				DATE OF AWARD						

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 3 OF 8		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER ENGINEERS ESTIMATE		BIDDER REEDE CONSTRUCTION I NC		BIDDER NORTHERN IMPROVEMENT COMPANY	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM								ABERDEEN, SD		FARGO, ND	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE											
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02			
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE SANITARY	EA	12000	7500000	90000000	10000000	120000000	10831400	12997680		
722	MANHOLE RISER 48IN	LF	5170	450000	232650	630000	325710	1174000	606958		
722	MANHOLE RISER 72IN	LF	46430	720000	3342960	1300000	6035900	1825000	8473475		
722	MANHOLE RISER 84IN	LF	15850	850000	1347250	1600000	2536000	2150500	3408543		
722	MANHOLE RISER 96IN	LF	99200	900000	8928000	1900000	18848000	2476000	24561920		
722	MANHOLE RISER 108IN	LF	28820	1150000	3314300	2100000	6052200	2693000	7761226		
722	MANHOLE RISER 120IN	LF	42430	1400000	5940200	2750000	11668250	3344000	14188592		
722	MANHOLE SPECIAL	EA	3000	6000000	18000000	8400000	25200000	87323000	26196900		
722	MANHOLE DROP	EA	3000	9000000	27000000	14700000	44100000	15713000	4713900		
722	MANHOLE REPAIR	EA	8000	3850000	30800000	10500000	84000000	11373000	9098400		
722	INLET-TYPE 2	EA	42000	6500000	27300000	5600000	23520000	5750500	24152100		
722	INLET-TYPE 2 DOUBLE	EA	42000	11000000	46200000	9000000	37800000	9331000	39190200		
722	INLET CATCH BASIN 6IN BEEHIVE	EA	14000	4000000	56000000	5300000	74200000	5425000	7595000		
722	INLET CATCH BASIN 9IN BEEHIVE	EA	3000	4000000	12000000	5300000	15900000	5425000	1627500		
722	INLET MOUNTABLE CURB-TYPE B	EA	1000	5000000	50000000	8400000	84000000	86800000	8680000		
722	ADJUST INLET	EA	1000	6000000	60000000	5300000	53000000	5948000	5948000		
722	ADJUST MANHOLE	EA	7000	2000000	14000000	6300000	44100000	7033000	4923100		
722	WATER QUALITY UNIT	EA	1000	25000000	250000000	16300000	163000000	168175000	16817500		
724	FITTINGS-DUCTILE IRON	LBS	18703000	25000	46757500	38000	71071400	39100	73128730		
724	REMOVE GATE VALVE & BOX	EA	25000	2000000	50000000	1700000	42500000	1736000	4340000		
724	GATE VALVE & BOX 6IN	EA	37000	3750000	13875000	3900000	14435000	4014500	14853650		
724	GATE VALVE & BOX 8IN	EA	24000	6000000	14400000	4400000	10560000	4557000	10936800		
724	GATE VALVE & BOX 12IN	EA	2000	12000000	24000000	9000000	18000000	9222500	1844500		
724	GATE VALVE & BOX 16IN	EA	13000	24000000	31200000	22000000	28600000	22785000	29620500		
724	8IN HYDRANT	EA	18000	9000000	16200000	10000000	18000000	10307500	18553500		
724	REMOVE HYDRANT	EA	11000	2000000	22000000	1700000	18700000	1736000	1909600		
724	WATER SERVICE LINE 1 1/2IN	LF	877000	55000	4823500	84000	7366800	86800	7612360		
724	WATER SERVICE LINE 2IN	LF	41000	120000	4920000	90000	3690000	92200	378020		
724	TEMPORARY WATER SERVICE	L SUM	1000	65000000	65000000	131200000	131200000	1356250000	135625000		
724	WATERMAIN 6IN PVC	LF	1802000	130000	23426000	105000	18921000	108500	19551700		
724	WATERMAIN 8IN PVC	LF	1354000	150000	20310000	115000	15571000	119400	16166760		
724	WATERMAIN 12IN PVC	LF	172000	200000	34400000	170000	29240000	173600	2985920		
724	WATERMAIN 16IN PVC	LF	5014000	240000	120336000	200000	100280000	206200	103388680		
724	WATERMAIN 16IN	LF	93000	300000	27900000	420000	39060000	434000	4036200		
724	CURB STOP & BOX 1 1/2IN	EA	44000	2100000	92400000	1200000	52800000	1193500	5251400		
724	CURB STOP & BOX 2IN	EA	1000	2750000	2750000	1600000	1600000	1627500	1627500		
724	CONNECTION TO EXISTING MAIN	EA	11000	2800000	30800000	19000000	20900000	19530000	21483000		
724	WATER SERVICE CONNECTION 1 1/2IN	EA	44000	2500000	11000000	1300000	5720000	1302000	5728800		
724	WATER SERVICE CONNECTION 2IN	EA	1000	3250000	3250000	2100000	2100000	2170000	2170000		
724	WATER LINE CONNECTION 6IN	EA	3000	3500000	10500000	4725000	14175000	4882500	14664750		
724	WATER LINE CONNECTION 8IN	EA	2000	4750000	9500000	5000000	10000000	5099500	1019900		
724	WATER LINE CONNECTION 12IN	EA	3000	5500000	16500000	7900000	23700000	8137500	2441250		
724	UNDERGROUND IRRIGATION SYSTEM	L SUM	1000	7500000	7500000	157500000	157500000	17251500	1725150		
724	8IN SANITARY SEWER PIPE	LF	619000	125000	7737500	135000	8356500	141100	8734090		
724	12IN SANITARY SEWER PIPE	LF	2710000	255000	69105000	150000	40650000	157300	42628300		
724	6IN SEWER SERVICE PIPE	LF	227000	100000	22700000	125000	2837500	130200	2955540		
724	RECONNECT TO EXISTING SANITARY SEWER SERVICE	EA	11000	500000	5500000	20000000	22000000	20615000	22676500		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director For Engineering: 3

AWARD TO: REEDE CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 4 OF 8		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER ENGINEERS ESTIMATE		BIDDER REEDE CONSTRUCTION I NC		BIDDER NORTHERN IMPROVEMENT COMPANY	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM								ABERDEEN, SD		FARGO, ND	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE											
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR				C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02			
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
724	SANITARY SEWER SERVICE CONNECTION	EA	11000	2600000	28600000	5000000	55000000	5425000	5967500		
724	REMOVE GATE VALVE BOX	EA	6000	850000	5100000	1000000	6000000	1085000	6510000		
724	FORCEMAIN 8IN	LF	34000	150000	5100000	220000	748000	227900	774860		
744	INSULATION BOARD	CF	700000	55000	3850000	60000	4200000	59700	4179000		
748	CURB & GUTTER MOUNTABLE-TYPE I	LF	318000	55000	1749000	60000	1908000	68800	2187840		
748	CURB & GUTTER-TYPE I	LF	15528000	70000	108696000	42000	65217600	44900	69720720		
750	IMPRINTED CONCRETE	SY	776000	200000	155200000	85000	6596000	86800	6735680		
750	PIGMENTED IMPRINTED CONCRETE	SY	3702000	300000	1110600000	280000	103656000	287500	106432500		
750	SIDEWALK CONCRETE 4IN	SY	6495000	100000	649500000	75000	48712500	79200	51440400		
750	CONCRETE MEDIAN NOSE PAVING	SY	56000	150000	8400000	235000	1316000	373300	2090480		
750	DRIVEWAY CONCRETE 8IN	SY	4070000	120000	488400000	110000	44770000	113900	46357300		
750	DETECTABLE WARNING PANELS	SF	440000	50000	22000000	75000	3300000	76000	3344000		
752	FENCE CHAIN LINK	LF	14000	75000	1050000	52200	73080	60800	85120		
752	ORNAMENTAL FENCE	LF	2942000	34000	100028000	52200	15357240	60800	17887360		
752	TEMPORARY SAFETY FENCE	LF	530000	10000	5300000	8400	445200	2200	116600		
752	CORNER ASSEMBLY CHAIN LINK	EA	1000	750000	750000	000	00	813800	81380		
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	403100	35000	14108500	30000	1209300	30400	1225424		
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	170000	30000	5100000	30000	510000	30400	516800		
754	BARRICADE ASSEMBLY A	EA	4000	750000	3000000	2100000	840000	2170000	868000		
754	DELINEATORS-TYPE D	EA	5000	85000	425000	105000	52500	108500	54250		
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	1167400	30000	35022000	19000	2218060	19500	2276430		
754	REFERENCE MARKER-TYPE C	EA	2000	225000	450000	185000	37000	189900	37980		
754	RESET SIGN PANEL	EA	6000	100000	600000	80000	48000	81400	48840		
754	REMOVE SIGN FOUNDATION	EA	3000	500000	1500000	525000	157500	542500	162750		
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	30000	60000	1800000	35000	105000	38000	114000		
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	1891000	10000	18910000	9000	1701900	8700	1645170		
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	1254000	12000	15048000	10000	1254000	10900	1366860		
762	EPOXY PVMT MK 12IN LINE-GROOVED	LF	2517000	14000	35238000	5000	1258500	4900	1233330		
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	376000	40000	15040000	25000	940000	26000	977600		
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	620000	25000	15500000	14000	868000	14100	874200		
762	SHORT TERM 4IN LINE-TYPE NR	LF	99935000	200	19987000	200	1998700	200	1998700		
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	2000000	10000	20000000	7000	1400000	6500	1300000		
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	10632000	12000	127584000	10000	10632000	10600	11269920		
770	LIGHTING SYSTEM	EA	1000	500000000	500000000	475000000	475000000	488250000	488250000		
770	REMOVE LIGHTING SYSTEM	EA	1000	500000000	500000000	570000000	570000000	594580000	594580000		
772	TRAFFIC SIGNALS SYSTEM	EA	2000	400000000	800000000	425000000	850000000	460040000	920080000		
772	INTERIM TRAFFIC SIGNALS	EA	1000	95000000	95000000	570000000	570000000	585900000	585900000		
772	IT SYSTEM	EA	1000	1350000000	1350000000	2630000000	2630000000	2712500000	2712500000		
920	LIFT STATION-SITE 3	EA	1000	499284000	499284000	1250000000	1250000000	1215200000	1215200000		
920	LIFT STATION PUMP LEASE	MO	24000	6200000	148800000	160000	384000	10000	24000		
920	HEALTH AND SAFETY PLAN	L SUM	1000	1000000000	1000000000	787500000	787500000	271250000	271250000		
920	SELECT GRANULAR BACKFILL	CY	35000	100000	3500000	160000	560000	162800	569800		
930	DEWATERING	L SUM	1000	2500000000	2500000000	13000000000	13000000000	1334550000	1334550000		
930	DEWATERING - SITE 1	L SUM	1000	5000000000	5000000000	3500000000	3500000000	7177000000	7177000000		
970	REPLANT TREES	EA	1000	750000	750000	1344000	1344000	1388800	1388800		
990	GUARD POST-PERMANENT	EA	39000	1000000	39000000	900000	3510000	922300	3596970		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: REEDE CONSTRUCTION INC				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
4				DATE OF AWARD				DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ABSTRACT OF BIDS RECEIVED

SHEET NO 5 OF 8

NO. 23277

BIDDER
NORTHERN IMPROVEMENT
COMPANY

c.c. CHECK	RANK 00
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C.C. BOND	RANK 01
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C.C. BOND	RANK 02
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SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
	TOTAL				3623473910	NO LIMIT	3799984045	NO LIMIT	3829735647

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 6 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER STRATA CORPORATION		BIDDER KNIFE RIVER CORPORATION - NORTH CENTRAL	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM						GRAND FORKS, ND		SAUK RAPIDS, MN	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE						C.C. BOND RANK 03		C.C. BOND RANK 04	
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR								C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	200630000	200630000	131019090	131019090		
103	ESCROW OF BID DOCUMENTATION	L SUM	1000	150000000	150000000	2043110	2043110		
107	CULTURAL RESOURCE CONSTRUCTION MONITORING	L SUM	1000	980000000	980000000	404670790	404670790		
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1000	300000000	300000000	31896700	31896700		
109	E-TICKETING	L SUM	1000	185000000	185000000	2162480	2162480		
201	CLEARING & GRUBBING	ACRE	320	122430000	3917760	34746000	1111872		
201	REMOVAL OF TREES 10IN	EA	39000	1864000	7269600	428000	1669200		
201	REMOVAL OF TREES 18IN	EA	8000	2674000	2139200	588500	470800		
201	REMOVAL OF TREES 30IN	EA	7000	4132000	2892400	2407500	1685250		
201	STUMP REMOVAL	EA	3000	2295000	688500	160500	481500		
202	REMOVE AGGREGATE BASE & SURFACING	TON	63431000	19250	122104675	5000	31715500		
202	REMOVAL OF STRUCTURE-SITE 3	L SUM	1000	544000000	544000000	32430030	32430030		
202	REMOVAL OF CURB & GUTTER	LF	2050000	35000	7175000	4480	918400		
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	2549000	48600	12388140	55130	14052637		
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	1143000	91800	10492740	91890	10503027		
202	REMOVAL OF MANHOLES	EA	14000	1945000	2723000	1945800	2724120		
202	REMOVAL OF INLETS	EA	3000	1945000	583500	1945800	583740		
202	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	CY	500000	300000	150000000	273660	13683000		
202	REMOVAL OF SLOPE PROTECTION	SY	105000	40000	4200000	15060	158130		
202	REMOVE RETAINING WALL	LF	118000	50000	5900000	5340	630120		
202	REMOVAL OF CHAIN LINK FENCE	LF	50000	53700	268500	53190	265950		
202	REMOVE EXISTING FENCE	LF	555000	53700	2980350	53190	2952045		
202	ACP WATERMAIN REMOVAL	LF	1840000	135000	248400000	135130	24863920		
202	DISPOSAL OF CONTAMINATED WATER	GAL	500000	50000	25000000	27230	1361500		
203	COMMON EXCAVATION-TYPE A	CY	11064000	15500	17149200	53080	58727712		
203	TOPSOIL	CY	10607000	24000	25456800	13720	14552804		
203	COMMON EXCAVATION-WASTE	CY	32351000	20500	66319550	21900	70848690		
210	FLOWABLE FILL	CY	151000	486000	7338600	486450	7345395		
216	WATER	M GAL	1335000	40000	53400000	58020	7745670		
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	56000	2850000	159600000	3873050	21689080		
251	SEEDING CLASS I	ACRE	7370	460000	339020	454750	335151		
251	WETLAND SEED	ACRE	1150	1620000	24300	1605000	240750		
251	TEMPORARY COVER CROP	ACRE	7530	351000	264303	347750	261856		
253	HYDRAULIC MULCH	ACRE	15050	2916000	4388580	2889000	4347945		
255	ECB TYPE 2	SY	48000	5400	25920	5350	25680		
256	RIPRAP GRADE I	CY	36000	108000	388800	108100	389160		
256	RIPRAP GRADE II	CY	41000	108000	442800	108100	443210		
261	FIBER ROLLS 12IN	LF	15718000	3900	6130020	3870	6082866		
261	REMOVE FIBER ROLLS 12IN	LF	7859000	1200	943080	1180	927362		
262	FLOTATION SILT CURTAIN	LF	80000	23250	186000	23010	184080		
262	REMOVE FLOTATION SILT CURTAIN	LF	80000	3800	30400	3750	30000		
302	AGGREGATE BASE COURSE CL 5	TON	50311000	37900	190678690	37540	188867494		
302	TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	1270000	50000	6350000	219240	27843480		
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	9579000	149850	143541315	140870	134939373		
550	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	42023000	112000	470657600	116980	491585054		
550	NON-REINF CONCRETE PVMT CL AE-DOWELED-COLORED	SY	510000	225000	114750000	128790	6568290		
702	MOBILIZATION	L SUM	1000	4465200000	4465200000	6280000000	6280000000		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: REEDE CONSTRUCTION INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
6				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 7 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER STRATA CORPORATION		BIDDER KNIFE RIVER CORPORAT ION - NORTH CENTRAL	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM						GRAND FORKS, ND		SAUK RAPIDS, MN	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE						C.C. BOND RANK 03		C.C. BOND RANK 04	
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR								C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
704	FLAGGING	MHR	1000000	800000	800000000	57820	5782000		
704	TRAFFIC CONTROL SIGNS	UNIT	4173000	2150	897195	2140	893022		
704	TYPE III BARRICADE	EA	118000	108000	1274400	107000	1262600		
704	SIDEWALK BARRICADE	EA	77000	54000	415800	53500	411950		
704	DELINEATOR DRUMS	EA	452000	21600	976320	21400	967280		
704	TUBULAR MARKERS	EA	87000	10800	93960	10700	93090		
704	VERTICAL PANELS-BACK TO BACK	EA	119000	32500	386750	32100	381990		
704	SEQUENCING ARROW PANEL-TYPE C	EA	3000	1620000	486000	1605000	481500		
704	OBLITERATION OF PAVEMENT MARKING	SF	6403000	1900	1216570	1870	1197361		
704	TEMPORARY CURB RAMP	EA	2000	540000	108000	535000	107000		
704	STATE FURNISHED MEDIAN BARRIER	LF	4570000	105300	48122100	82710	37798470		
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4000	10800000	4320000	10700000	4280000		
706	FIELD OFFICE	EA	1000	35000000	3500000	55841680	5584168		
706	AGGREGATE LABORATORY	EA	1000	15000000	1500000	6350000	635000		
708	INLET PROTECTION-SPECIAL	EA	103000	216000	2224800	192600	1983780		
708	REMOVE INLET PROTECTION-SPECIAL	EA	103000	1100	11330	21400	220420		
709	GEOSYNTHETIC MATERIAL TYPE RR	SY	87500	10500	91875	10810	94588		
710	TEMPORARY BYPASS SEWER SYSTEM	EA	1000	102600000	102600000	102695090	10269509		
714	PIPE CONC REINF 18IN CL III	LF	16000	194400	311040	194580	311328		
714	END SECT-CONC REINF 18IN	EA	1000	2160000	216000	2162000	216200		
714	END SECT-CONC REINF 24IN	EA	2000	2700000	540000	2702510	540502		
714	END SECT-CONC REINF 60IN	EA	1000	19440000	1944000	19458010	1945801		
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	3771000	190000	71649000	189180	71339778		
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	590000	194500	11475500	194580	11480220		
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	209000	232250	4854025	232420	4857578		
714	PIPE CONDUIT 42IN-STORM DRAIN	LF	1128000	432000	48729600	432400	48774720		
714	PIPE CONDUIT 48IN-STORM DRAIN	LF	528000	486000	25660800	486450	25684560		
714	PIPE CONDUIT 54IN-STORM DRAIN	LF	1045000	572400	59815800	572930	59871185		
714	PIPE CONDUIT 60IN-STORM DRAIN	LF	3420000	723600	247471200	724270	247700340		
714	PIPE CONDUIT TEE 48IN X 18IN - STORM DRAIN	EA	1000	7560000	756000	7567010	756701		
714	PIPE CONDUIT TEE 60IN X 15IN - STORM DRAIN	EA	1000	9720000	972000	9729010	972901		
714	PIPE CONDUIT ARCH 29IN X 18IN	LF	107000	324000	3466800	324300	3470010		
714	PIPE CONDUIT ARCH 73IN X 45IN	LF	481000	810000	38961000	810750	38997075		
714	CASING PIPE 20IN	LF	12000	1620000	1944000	1621500	1945800		
714	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1000	2160000	216000	2162000	216200		
714	UNDERDRAIN CLEANOUT RISER	EA	43000	1015000	4364500	1591290	6842547		
714	UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	10390000	14250	14805750	41680	43305520		
720	RIGHT OF WAY MARKERS	EA	21000	216000	453600	214000	449400		
720	ALIGNMENT MONUMENTS	EA	7000	245000	171500	240750	168525		
720	IRON PIN R/W MONUMENTS	EA	18000	80000	144000	80250	144450		
720	IRON PIN REFERENCE MONUMENTS	EA	3000	80000	24000	80250	24075		
722	MANHOLE 48IN	EA	1000	7480000	748000	6486010	648601		
722	MANHOLE 72IN	EA	7000	11800000	8260000	10810010	7567007		
722	MANHOLE 84IN	EA	2000	16660000	3332000	15674520	3134904		
722	MANHOLE 96IN	EA	10000	19360000	19360000	18377020	18377020		
722	MANHOLE 108IN	EA	3000	23680000	7104000	22701020	6810306		
722	MANHOLE 120IN	EA	4000	25840000	10336000	24863020	9945208		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
 Deputy Director For Engineering:

AWARD TO: REEDE CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

7

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 8 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER STRATA CORPORATION		BIDDER KNIFE RIVER CORPORATION - NORTH CENTRAL	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM						GRAND FORKS, ND		SAUK RAPIDS, MN	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE						C.C. BOND RANK 03		C.C. BOND RANK 04	
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR								C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE SANITARY	EA	12000	11260000	13512000	10269510	12323412		
722	MANHOLE RISER 48IN	LF	5170	650000	336050	648600	335326		
722	MANHOLE RISER 72IN	LF	46430	1296000	6017328	1297200	6022900		
722	MANHOLE RISER 84IN	LF	15850	1620000	2567700	1621500	2570078		
722	MANHOLE RISER 96IN	LF	99200	1944000	19284480	1945800	19302336		
722	MANHOLE RISER 108IN	LF	28820	2160000	6225120	2162000	6230884		
722	MANHOLE RISER 120IN	LF	42430	2808000	11914344	2810600	11925376		
722	MANHOLE SPECIAL	EA	3000	87400000	26220000	86480080	25944024		
722	MANHOLE DROP	EA	3000	16120000	4836000	15134010	4540203		
722	MANHOLE REPAIR	EA	8000	11800000	9440000	11673830	9339064		
722	INLET-TYPE 2	EA	42000	6475000	27195000	5729310	24063102		
722	INLET-TYPE 2 DOUBLE	EA	42000	10050000	42210000	9296610	39045762		
722	INLET CATCH BASIN 6IN BEEHIVE	EA	14000	6000000	8400000	5405010	7567014		
722	INLET CATCH BASIN 9IN BEEHIVE	EA	3000	6000000	1800000	5405010	1621503		
722	INLET MOUNTABLE CURB-TYPE B	EA	1000	9390000	939000	8648010	864801		
722	ADJUST INLET	EA	1000	6150000	615000	6282860	628286		
722	ADJUST MANHOLE	EA	7000	7230000	5061000	7349900	5144930		
722	WATER QUALITY UNIT	EA	1000	16740000	16740000	167555150	16755515		
724	FITTINGS-DUCTILE IRON	LBS	18703000	38900	72754670	38920	72792076		
724	REMOVE GATE VALVE & BOX	EA	25000	1728000	4320000	1729600	4324000		
724	GATE VALVE & BOX 6IN	EA	37000	4495000	16631500	3999700	14798890		
724	GATE VALVE & BOX 8IN	EA	24000	5036000	12086400	4540200	10896480		
724	GATE VALVE & BOX 12IN	EA	2000	9680000	1936000	9188510	1837702		
724	GATE VALVE & BOX 16IN	EA	13000	23180000	30134000	22701020	29511326		
724	8IN HYDRANT	EA	18000	10260000	18468000	10269510	18485118		
724	REMOVE HYDRANT	EA	11000	1730000	1903000	1729600	1902560		
724	WATER SERVICE LINE 1 1/2IN	LF	877000	86400	7577280	86480	7584296		
724	WATER SERVICE LINE 2IN	LF	41000	92000	377200	91890	376749		
724	TEMPORARY WATER SERVICE	L SUM	1000	1350000000	1350000000	1351251220	135125122		
724	WATERMAIN 6IN PVC	LF	1802000	108000	19461600	108100	19479620		
724	WATERMAIN 8IN PVC	LF	1354000	118800	16085520	118910	16100414		
724	WATERMAIN 12IN PVC	LF	172000	173000	2975600	172960	2974912		
724	WATERMAIN 16IN PVC	LF	5014000	205200	102887280	205390	102982546		
724	WATERMAIN 16IN	LF	93000	432000	4017600	432400	4021320		
724	CURB STOP & BOX 1 1/2IN	EA	44000	1440000	6336000	1189100	5232040		
724	CURB STOP & BOX 2IN	EA	1000	1820000	182000	1621500	162150		
724	CONNECTION TO EXISTING MAIN	EA	11000	19440000	21384000	19458020	21403822		
724	WATER SERVICE CONNECTION 1 1/2IN	EA	44000	1296000	5702400	1297200	5707680		
724	WATER SERVICE CONNECTION 2IN	EA	1000	2160000	216000	2162000	216200		
724	WATER LINE CONNECTION 6IN	EA	3000	4860000	1458000	4864510	1459353		
724	WATER LINE CONNECTION 8IN	EA	2000	5076000	1015200	5080700	1016140		
724	WATER LINE CONNECTION 12IN	EA	3000	8100000	2430000	8107510	2432253		
724	UNDERGROUND IRRIGATION SYSTEM	L SUM	1000	18000000	1800000	19688000	1968800		
724	8IN SANITARY SEWER PIPE	LF	619000	140500	8696950	140530	8698807		
724	12IN SANITARY SEWER PIPE	LF	2710000	156600	42438600	156750	42479250		
724	6IN SEWER SERVICE PIPE	LF	227000	129600	2941920	129720	2944644		
724	RECONNECT TO EXISTING SANITARY SEWER SERVICE	EA	11000	20520000	22572000	20539020	22592922		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: REEDE CONSTRUCTION INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
8				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 9 OF 8		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. SU-CPU-FTF-1-094(223)919				NO. 23277		BIDDER STRATA CORPORATION		BIDDER KNIFE RIVER CORPORATION - NORTH CENTRAL	
COUNTY & DATE MORTON (059) DEC 20, 2024 09:30AM						GRAND FORKS, ND		SAUK RAPIDS, MN	
LENGTH & TYPE 1.060 MEMORIAL HWY - 32ND AVE SE TO 46TH AVE						C.C. BOND RANK 03		C.C. BOND RANK 04	
COMPLETION TIME 07/01/26 RECONSTRUCTION, MEDIAN, DRAINAGE, SHAR								C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
724	SANITARY SEWER SERVICE CONNECTION	EA	11000	5400000	5940000	5405000	5945500		
724	REMOVE GATE VALVE BOX	EA	6000	1080000	648000	1081000	648600		
724	FORCEMAIN 8IN	LF	34000	227000	771800	227010	771834		
744	INSULATION BOARD	CF	700000	59400	4158000	59460	4162200		
748	CURB & GUTTER MOUNTABLE-TYPE I	LF	318000	65000	2067000	72240	2297232		
748	CURB & GUTTER-TYPE I	LF	15528000	42000	65217600	35690	55419432		
750	IMPRINTED CONCRETE	SY	776000	99500	7721200	73220	5681872		
750	PIGMENTED IMPRINTED CONCRETE	SY	3702000	301200	111504240	123030	45545706		
750	SIDEWALK CONCRETE 4IN	SY	6495000	78000	50661000	60790	39483105		
750	CONCRETE MEDIAN NOSE PAVING	SY	56000	280000	1568000	226270	1267112		
750	DRIVEWAY CONCRETE 8IN	SY	4070000	121400	49409800	119480	48628360		
750	DETECTABLE WARNING PANELS	SF	440000	75600	3326400	76110	3348840		
752	FENCE CHAIN LINK	LF	14000	53700	75180	53190	74466		
752	ORNAMENTAL FENCE	LF	2942000	53700	15798540	71710	21097082		
752	TEMPORARY SAFETY FENCE	LF	530000	2160	114480	55330	2932490		
752	CORNER ASSEMBLY CHAIN LINK	EA	1000	1000000	100000	802500	80250		
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	403100	30250	1219378	29960	1207688		
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	170000	30250	514250	29960	509320		
754	BARRICADE ASSEMBLY A	EA	4000	2160000	864000	2140000	856000		
754	DELINEATORS-TYPE D	EA	5000	108000	54000	107000	53500		
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	1167400	19450	2270593	19260	2248412		
754	REFERENCE MARKER-TYPE C	EA	2000	189000	37800	187250	37450		
754	RESET SIGN PANEL	EA	6000	81000	48600	80250	48150		
754	REMOVE SIGN FOUNDATION	EA	3000	540000	162000	535000	160500		
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	30000	37800	113400	37450	112350		
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	1891000	8650	1635715	8560	1618696		
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	1254000	10800	1354320	10700	1341780		
762	EPOXY PVMT MK 12IN LINE-GROOVED	LF	2517000	4850	1220745	4820	1213194		
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	376000	25900	973840	25680	965568		
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	620000	14100	874200	13910	862420		
762	SHORT TERM 4IN LINE-TYPE NR	LF	99935000	220	2198570	210	2098635		
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	2000000	6480	1296000	6420	1284000		
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	10632000	10530	11195496	10430	11089176		
770	LIGHTING SYSTEM	EA	1000	625000000	625000000	484819160	48481916		
770	REMOVE LIGHTING SYSTEM	EA	1000	33000000	33000000	59040200	5904020		
772	TRAFFIC SIGNALS SYSTEM	EA	2000	522000000	1044000000	456807390	91361478		
772	INTERIM TRAFFIC SIGNALS	EA	1000	235000000	235000000	58178300	5817830		
772	IT SYSTEM	EA	1000	220000000	220000000	269343980	26934398		
920	LIFT STATION-SITE 3	EA	1000	1209600000	1209600000	1214801690	121480169		
920	LIFT STATION PUMP LEASE	MO	24000	1000000	2400000	10700	25680		
920	HEALTH AND SAFETY PLAN	L SUM	1000	31000000	3100000	25377450	2537745		
920	SELECT GRANULAR BACKFILL	CY	35000	150000	525000	135510	474285		
930	DEWATERING	L SUM	1000	1328400000	1328400000	1329631210	132963121		
930	DEWATERING - SITE 1	L SUM	1000	148000000	148000000	82696890	8269689		
970	REPLANT TREES	EA	1000	1055000	105500	1043250	104325		
990	GUARD POST-PERMANENT	EA	39000	920000	3588000	909500	3547050		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: REEDE CONSTRUCTION INC		WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
9				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			

ABSTRACT OF BIDS RECEIVED

SHEET NO 10 OF 8

NO. 23277

BIDDER			
KNIFE RIVER CORPORAT			
ION - NORTH CENTRAL			

	BIDDER
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GRAND FORKS, ND

SAUK RAPIDS, MN

C.C. BOND	RANK 04
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C. C.	
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SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
	TOTAL			NO LIMIT	3958781947	NO LIMIT	3994683424		

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 26, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider State Water Commission Funding for Memorial Highway

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

On December 13th, the State Water Commission (SWC) met and approved an amendment to our cost-share reimbursement agreement for the Memorial Highway Project. This amendment increases the SWC's cost participation from \$348,600 to \$2,961,845. This increase represents 60% of the water-eligible items on the East portion of the project. We expect to approach the SWC for more amendments in the future for the water-eligible construction and design items on the West half of the project.

ATTACHMENTS:

1. Amendment I Mandan Memorial Hwy Dec 2024
2. Gov Memo Dec 2024 Mandan Mem Hwy Main Improvements_revLN

FISCAL IMPACT:

This amendment reduces the City's cost share for the Memorial Highway project by \$2,613,245.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the amendment, as presented.

SUGGESTED MOTION:

I move to approve Amendment 1, as presented.

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

1. Background. In June 2023, the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Mandan (Sponsor) entered into the Agreement for Cost-Share Reimbursement City of Mandan Memorial Highway Water Main (Agreement).

2. Intent. The intent of the parties here is to amend the Agreement to provide additional cost-share of up to \$2,613,245 to reimburse 60 percent of the actual eligible costs.

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

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

Commission will provide Sponsor with cost-share, not to exceed \$2,961,845, as approved by Commission on April 13, 2023 (\$348,600) and December 13, 2024 (\$2,613,245) to reimburse 60 percent of actual eligible costs incurred in Sponsor's Memorial Highway Water Main project (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

- b.** Replace all of the language in paragraph 3 (**“SPONSOR’S RESPONSIBILITIES”**) subsection e with the following language:

Comply with all North Dakota laws applicable to Project.

- c.** Replace all of the language in paragraph 5 (**“ELIGIBLE COSTS”**) with the following language:

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

- d.** Insert paragraph 16 (**“NONDISCRIMINATION”**) with the following language:

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

- e. Insert paragraph 17 (“**AUTHORITY TO SIGN**”) with the following language:

Each of the undersigned persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:



ANDREA TRAVNICEK, Ph.D.
Secretary

Date: 12/23/2024

CITY OF MANDAN

By:

JAMES FROELICH
Mayor

Date: _____

Countersignature and Date (If required)

Print Name and Title

MEMORANDUM

TO: Governor Doug Burgum
Members of the State Water Commission
FROM: Andrea Travnicek, Ph.D., Secretary
SUBJECT: State Water Supply – City of Mandan
Memorial Highway Improvements
DATE: November 25, 2024



Background & Description

The City of Mandan is requesting construction cost-share for their Memorial Highway Improvements Project – Construction (Project). The Project is replacement of approximately one mile of aging asbestos cement watermain along Memorial Highway between 32nd Avenue SE and 46th Avenue SE. The Project will be constructed in conjunction with the North Dakota Department of Transportation's Memorial Highway reconstruction project and is part of combined sanitary sewer, storm sewer, lift station, paving, and lighting infrastructure improvements, which are not cost-share eligible, except for a portion of paving costs. The Project is located in Morton County.

Supplemental Information

Water Development Plan (Priority/Page)	Low / 47
New / Future / Current Service Users	0 / 0 / 9,418
Present Value Cost / User (Preferred Alternative)	\$2,091
Rate / 5,000-Gallons	\$37.00
Comparable Rate / 5,000-Gallons	\$47.00
Water Source – Missouri River, Mandan	

Schedule

Task	Dates
Study	Jun. 2023
Design	Oct. 2024
Bid	Dec. 20, 2024
Construction	May 2025
Completion	Oct. 2027

Cost-Share Funding Summary

	Preconstruction	Construction	Total	Approved	Recommend
Noneligible Cost	\$193,647	\$2,415,127	\$2,608,774		
Eligible Cost	\$407,021	\$4,529,387	\$4,936,408		
Total	\$600,668	\$6,944,514	\$7,545,182		
Cost-Share 60%	\$244,213	\$2,717,632	\$2,961,845	\$348,600 (4/13/23)	\$2,613,245

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Mandan for state cost-share participation in the Memorial Highway Improvements project in the amount of \$2,613,245, or 60% of eligible costs, with total cost-share not to exceed \$2,961,845. This approval is contingent on available funding.

AT:jsp:/2050MAN



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 26, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2023 & 2024 Vet Credit Application for Abatements for Dana Keller

STATEMENT/PURPOSE:

To consider 2023 & 2024 Application for Disabled Veterans Property Tax Credit Abatements for property located at 4205 35th Ave NW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-0329000 with a legal description of Lot 2 Block 4 Developer's West Acres 1st.

Reason for Abatements: I have reviewed the Disabled Veterans Property Tax Credit Applications and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2023 & 2024. These Abatements are to correct the percentage of disability compensation rating that was given for 2023 & 2024.

ATTACHMENTS:

1. Keller 2023 & 2024 Abatement Forms
2. Vet Credit Flyer

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2023 & 2024 Veterans Credit Abatements for Dana Keller at 4205 35th Ave NW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023 & 2024 Veterans Credit Abatements for Dana Keller at 4205 35th Ave NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-0329000

Name KELLER/DANA

Telephone No. _____

Address 4205 35TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2 BLOCK 4 DEVELOPER'S WEST ACRES 1ST



Total true and full value of the property described above for the year 2023 is:

Land \$ 50,000-
Improvements \$ 206,300-
Total \$ 256,300-
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 50,000-
Improvements \$ 206,300-
Total \$ 256,300-
(2)

The difference of \$ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

Applicant asks that Please approve Veterans Credit percentage increase.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant [Signature]

Date 18 Dec 2024

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-0329000

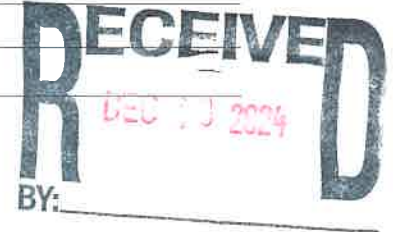
Name KELLER/DANA

Telephone No. _____

Address 4205 35TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2 BLOCK 4 DEVELOPER'S WEST ACRES 1ST



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

Land \$ 50,000-
Improvements \$ 215,200-
Total \$ 265,200-
(1)

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

Land \$ 50,000-
Improvements \$ 215,200-
Total \$ 265,200-
(2)

The difference of \$ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

Applicant asks that Please approve Veterans Credit percentage increase.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant [Signature]

Date 18 Dec 2024



DISABLED VETERANS

PROPERTY TAX CREDIT

The Disabled Veterans Credit is a property tax credit that is available to veterans of the United States Armed Forces with service-connected disability.

It may reduce the taxable value of a residence and associated taxes due.



ELIGIBILITY

1. You must be a disabled veteran of the United States Armed Forces with an armed forces service-connected disability of 50% or greater in the year for which your application is made.
2. You must have received an honorable discharge or be retired from the United States Armed Forces.
3. You must reside on and have an interest in the property, as of the assessment date.

APPLY

Applicants will need to provide their DD214 and the determination of disability by the VA to your local assessor or county director of tax equalization.

To apply, submit the Application for Disabled Veterans Property Tax Credit to your local assessor. The applications can be found at www.tax.nd.gov/veterans.



ADDITIONAL INFORMATION

The following table shows how taxable values may reduce with the credit.

Disability Percentage	Maximum Reduction
100%	\$8,100
90%	\$7,290
80%	\$6,480
70%	\$5,670
60%	\$4,860
50%	\$4,050

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by February 1 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, contact your Veterans Service Office or the United State Department of Veterans Affairs at 866-634-8387.

Office of State Tax Commissioner
600 E. Boulevard Ave. Dept. 127
Bismarck, N.D. 58505-0599
701-328-7088
tax.nd.gov



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 27, 2024
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT: Consider the approval of a Plan Review Agreement for the HRTWC

STATEMENT/PURPOSE:

Consider approval of Plan Review Agreement

BACKGROUND/ALTERNATIVES:

Interstate Engineering wants to perform civil and structural plan reviews for the City of Mandan at the new "Heart River Women's Transformational Center" project utilizing City of Mandan ordinances and the and North Dakota State Building Code. Assist the Building Official in supplying comments back to the applicant. Complete an extensive plan review ensuring all State and Federal requirements are met and timed to facilitate a start date for the project in 2025.

ATTACHMENTS:

1. 20241219 - City of Mandan Commercial Plan Review Contract - DRAFT 2

FISCAL IMPACT:

Up to 80,000 dollars to be paid by Building permit fees

STAFF IMPACT:

Review with Interstate Engineering will be minimal impact

LEGAL REVIEW:

Sent for Legal review

RECOMMENDATION:

It is recommended to approve the Plan Review Service Agreement

City Commission

Agenda Documentation

January 7, 2025

Subject: Consider Plan Review Service Agreement for Heart River Transformational Women's Center

Page 2 of 2

SUGGESTED MOTION:

I move to Approve the Plan Review Service Agreement

CLIENT INFORMATION:

NAME: City of Mandan
BILLING ADDRESS: 205 2nd Ave NW
CITY, STATE, ZIP: Mandan, ND 58554
EMAIL: jordan.singer@cityofmandan.com
ORDER PLACED BY: Jordan Singer | Building Official CBO

PROJECT #: CR24-06-061
ORDER DATE: 12/17/2024
PHONE: 701-667-3236
CELL: _____

PROJECT DESCRIPTION:

Perform civil and structural plan reviews for the City of Mandan at the new "Heart River Women's Transformational Center" project utilizing City of Mandan ordinances and the North Dakota State Building Code. Assist the Building Official in supplying comments back to the applicant. Complete an extensive plan review ensuring all State and Federal requirements are met and timed to facilitate a start date for the project in 2025.

DESCRIPTION OF WORK:

1. Perform two civil and structural plan reviews for the Heart River Women's Transformational Center project.
2. Provide digitally marked-up plans and notes for the City of Mandan.
3. Perform the plan reviews in a timely manner, not to exceed 6 weeks.
4. Items not included in our scope of services, but could be added for an additional fee:
 - Electrical plan review
 - Mechanical plan review
 - Plumbing plan review.
 - Site Visits
 - Construction Inspection Services

Services for this contract will be performed at hourly rates as attached, not to exceed a cost of \$80,000.

COST OF ENGINEERING SERVICES: \$80,000 Hourly (hr), Not to Exceed

PROPOSAL PROVIDED BY: Maria Tomac, PE

IE OFFICE: 1403 27th St. NW, Mandan, ND 58554

To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to: **\$50,000**; or our fee, whichever is greater.

Payment for engineering services is due and payable when billed. Interest in the amount of 1.5% per month shall be added to accounts not paid within thirty (30) days of the invoice date.

AUTHORIZATION: I hereby authorize the above-described engineering services to be performed by Interstate Engineering, Inc. under the terms and conditions set forth.

SIGNATURE: _____ DATE: _____

**SCHEDULE OF RATES
ATTACHMENT #1**

<u>Hourly Rate</u>		<u>Hourly Rate</u>	
<u>Engineers</u>		<u>Technicians</u>	
ENG I	\$ 130.00	TECH I	\$ 85.00
ENG II	\$ 145.00	TECH II	\$ 100.00
ENG III	\$ 160.00	TECH III	\$ 115.00
ENG IV	\$ 175.00	TECH IV	\$ 130.00
ENG V	\$ 190.00	TECH V	\$ 145.00
ENG VI	\$ 205.00	TECH VI	\$ 160.00
ENG VII	\$ 220.00	TECH VII	\$ 175.00
ENG VIII	\$ 235.00	TECH VIII	\$ 190.00
ENG IX	\$ 250.00	TECH IX	\$ 205.00
ENG X	\$ 265.00	TECH X	\$ 220.00
<u>Surveyors</u>		<u>Planners</u>	
SURV I	\$ 105.00	PLANNER I	\$ 115.00
SURV II	\$ 120.00	PLANNER II	\$ 140.00
SURV III	\$ 135.00	PLANNER III	\$ 165.00
SURV IV	\$ 150.00	PLANNER IV	\$ 190.00
SURV V	\$ 165.00	PLANNER V	\$ 215.00
SURV VI	\$ 180.00		
SURV VII	\$ 195.00	<u>Administrative</u>	
SURV VIII	\$ 210.00	ADMIN I	\$ 85.00
SURV IX	\$ 225.00	ADMIN II	\$ 95.00
SURV X	\$ 240.00		
		<u>Information Technologists</u>	
<u>Expert Witness</u>	\$ 300.00	IT I	\$ 140.00
		IT II	\$ 190.00

CHARGEABLE EXPENSES

Subsistence.....Actual cost	Travel Vehicle.....\$0.82 per mile
Subconsultant Services – Geotechnical .Actual cost plus 15%	Survey Vehicle.....\$0.92 per mile
Subconsultant Services – Other.....Actual cost plus 10%	ATV.....\$75.00 per day
Survey Materials Required.....Actual cost plus 25%	ATV with Tracks.....\$125.00 per day
Plat Certification per Certification.....\$35.00	UTV.....\$150.00 per day
Recordation per Monument.....\$35.00	UTV with Tracks\$200.00 per day
24" x 36" Prints per Page\$9.00	Snowmobile\$200.00 per day
Other Miscellaneous Project Expenses ..Actual cost	

Any and all sales and use tax, TERO or other special fees which apply to this contract.



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Public Works- Street Department
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider approval for the purchase of a Larue D50 loader-mounted snowblower from Swanston equipment through the sourcewell pricing contract.

STATEMENT/PURPOSE:

Consider approval for the purchase of a Larue D50 loader-mounted snowblower from Swanston equipment through the sourcewell pricing contract.

BACKGROUND/ALTERNATIVES:

The loader-mounted snowblower has been approved for purchase in the 2025 budget, with \$250,000 allocated for the purchase. After reviewing several options, we have identified the Larue D50 as the best choice to add to our current fleet. The most cost-effective option is to purchase the snowblower directly from Swanston Equipment using Sourcewell contract pricing, which ensures competitive pricing and streamlines the procurement process.

ATTACHMENTS:

1. Larue-D-Series-Brochure
2. Larue D50 -D50575- City of Mandan 12-12-24

FISCAL IMPACT:

An amount of \$227,005.00 will be charged to the 2025 Capital Outlay account (100.131.62114)

STAFF IMPACT:

This addition will enhance the fleet, enabling faster and more efficient street cleaning operations.

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the purchase Larue D50 loader-mounted snowblower from Swanston equipment utilizing the sourcwell contract pricing.

SUGGESTED MOTION:

I move to Approve the purchase Larue D50 loader-mounted snowblower from Swanston equipment utilizing the sourcwell contract pricing.



D-SERIES SNOW BLOWERS



SEE MORE. DO MORE.

FEATURING LARUE PROPRIETARY DESIGN WITH AN OFF-CENTERED SPOT CASTING CHUTE
FOR MAXIMUM VISIBILITY AND SAFER OPERATION.



TABLE OF CONTENTS

COMPANY	04
PRODUCT LINEUP	05
LOADER-MOUNTED SNOW BLOWERS	
D-SERIES TWO-STAGE	06
D-SERIES SINGLE-STAGE	12
PARTS & SERVICE	16
GLOBAL DEALER NETWORK	18

PIONEERS IN OUR FIELD



WE'VE BEEN MAKING SNOW REMOVAL EQUIPMENT FOR OVER 50 YEARS. THAT'S A LOT OF EXPERTISE, AND IT'S A LOT OF SNOW OUR BLOWERS PUT IN ITS PLACE. WE'VE SERVED A LOYAL BASE OF AIRPORT, MUNICIPAL, CONTRACTOR AND GOVERNMENT AGENCIES, AND THEY'VE HELPED MAKE OUR REPUTATION, AND OUR PRODUCTS SHINE.

A HISTORY OF ACHIEVEMENT

In 1973, J.A. Larue Inc. started as a repair shop for various types of heavy diesel equipment. Later, the company specialized in rebuilding used snow removal equipment, until, that is, founder André Larue had the vision to design and manufacture a snow blower that would stand out and stand up to the worst of winter. More than half a century later the company is managed by the second generation, Denis, and Louis Larue. And it has become one of the largest makers of industrial snow removal equipment in the world. Founded and based in Quebec, where snowfall has been known historically to reach up to 5 meters in depth, Larue comes from a culture of snow. Snow isn't weather in Quebec, it's a way of life.

We live it, 4 months a year. And all of that snow has given us an expertise that few others can claim. Our equipment is a study in continuous refinement, relentless innovation and an ability to deliver highly customized machines to clients around the world. Snow fears Larue. And when it comes to snow removal, Larue is a name you can count on.

OUR MISSION

To design, manufacture and distribute industrial snow removal equipment for the global market. We're intensely focused on the needs of our customers and aim for complete satisfaction through teamwork and a spirit of innovation.

OUR VISION

To become the world leader in the design, manufacture, and distribution of industrial snow removal equipment. We want to be recognized for our passion and dedication for reliable, efficient service that is appreciated worldwide.

PRODUCT LINES

D-SERIES



D25 | D35 | D45 | D55 | D65



D30 | D40 | D50 | D60



D87 | D97

LOADER-MOUNTED TWO-STAGE SNOW BLOWERS

LOADER-MOUNTED SINGLE-STAGE SNOW BLOWERS

T-SERIES



T60



T70



T80

SELF-PROPELLED SINGLE-ENGINE SNOW BLOWERS



T85



T95



FB18 | FB20 | FB22



FP18 | FP20 | FP22

SELF-PROPELLED DUAL-ENGINE SNOW BLOWERS, AIRPORT BROOMS & PLOWS



D-SERIES TWO-STAGE

LOADER-MOUNTED SNOW BLOWERS

Larue snow blowers set the standard for safety, performance and productivity. With the largest selection in the industry, our models are offered with either a ribbon or dual auger conveyor. No matter the size of your operations, there is a Larue product adapted to your needs.

STANDARD EQUIPMENT

- HARDOX® 500 DIRECTIONAL SPOT CASTING CHUTE WITH 2-SECTION DEFLECTOR
- WIRED JOYSTICK CONTROL
- 4.3" LCD SCREEN
- 3 ENGINE PERFORMANCE MODES: ECO, INTER, MAX
- 2 FRAME-MOUNTED LED LIGHTS
- 2 CHUTE-MOUNTED LED LIGHTS
- WET-TYPE MULTI-DISC CLUTCH
- CONVEYOR CHAIN IN OIL BATH
- HARDOX® 550 DRUM
- TUNGSTEN CARBIDE SKID SHOES
- HIGH-STRENGTH STEEL SCRAPER BLADE
- EMERGENCY STOP BUTTONS
- LEVEL INDICATOR ON THE SPOT CASTING CHUTE
- GROUND LEVEL FUEL FILL
- MECHANICAL COMPONENTS ENCLOSED
- BLOCK HEATER
- SHOVEL



RIBBON SNOW BLOWERS

D25 | D35 | D45 | D55 | D65

The serrated ribbon conveyor has a greater depth and is expressly designed to handle large amounts of loose, freshly fallen snow. They're commonly used in urban areas for truck loading, at airports and on mountain roads.

APPLICATIONS



TRUCK LOADING



ROAD CLEARING



SIDE CASTING



MOUNTAIN PASS OPENING



DUAL AUGER SNOW BLOWERS

D30 | D40 | D50 | D60

The dual auger conveyor is most effective against compact, hardened snow windrows, and ice. It's your best ally when it comes to carving through snowbanks, widening roads, and clearing commercial parking lots.

FEATURES & BENEFITS

SAFETY FIRST ¹

Every single product in Larue's snow clearing equipment lineup is built and tested with the operator's health & safety top-of-mind. You have a lot at stake in your daily operations and your people are your most valuable assets. Downtime isn't in your vocabulary. That's why we engineer our machines in order to minimize risk and maximize safety. Features like an automatic clutch disengagement system in the event of impeller blockage, 2 emergency stop buttons, safety bolts access located away from street-side and ground-level maintenance points work together to keep everyone safe.

LIGHTER BUT MEANER

Better design means significant productivity gains, but it also means better engineering with features and benefits like triangular box frame construction, unmatched power-to-weight ratio, and left-mounted radiator location that reduces frosting or blocking. In addition, the impeller & drum are at the center of the unit, facilitating snow processing and reducing lateral overflow. Add to that a center-of-gravity located close to the wheel loader for enhanced stability.

OUTSTANDING PERFORMANCE ²

Larue's unique conveyor and impeller designs allow operators to process more snow, faster. Equipped with Cummins® turbo-diesel engines with output ranging from 134 to 365 horsepower, our units boast a casting distance up to 150 feet when using the drum. Simply put, we've got the power and capacity you need to take snow out of your way.

RUGGED DURABILITY

Our heavy-duty units are designed to perform relentlessly under extreme weather conditions. Plus, the parts we make, or install have been rigorously tested and solidly built for maximum durability. Heavy-wear parts are machined from abrasion-resistant Hardox®, while still others are engineered from tungsten or chromium carbide, up to 4 times more durable. Larue snow blowers will not let you down.

ULTIMATE PRECISION ³

Experience precision casting with a dense, solid stream and an impressive snow compaction rate. Larue products are all about clearing the roads right the first time, and every time.

SUPERIOR VISIBILITY ⁴

Built with the operator in mind, our snow blowers' angled hood shape and off-centered chutes offer superior visibility, which in turn reduces operator fatigue, an essential plus for the safety of staff working long shifts. Add to that 4 powerful LED lights and lack of visibility during nighttime operations is simply no longer an issue.

EASE OF MAINTENANCE ⁵

Larue snow blowers are designed for easy serviceability and simple, lower-cost maintenance because all components are accessible at ground level. Plus, Larue's transmission-integrated wet-type multi-disc clutch requires no maintenance or periodic adjustments. Instead of having a belt drive, we opted for a conveyor chain in oil bath in order to limit maintenance once again. Mechanical components are enclosed for maximum protection, and fuel fill is made from ground level. And off-the-shelf parts reduce lead times and ensure your Larue is back on the road, fast. Convenience is something we've built into our approach, and in our lineup.

LOW OPERATING COST

Our machines are engineered to maximize uptime and reduce cost of operation, all of which enhances your ROI. Your budget matters when considering the parts and components for repair or replacement. The three engine performance modes (ECO, INTER, MAX) offer better control while allowing to save fuel. We build snow clearing equipment, but we're also in the business of customer satisfaction. That way, Larue is top-of-mind when it's time to refresh their fleet. It's a formula that has contributed in no small part to our success since our beginnings. Make it part of yours.

ENVIRONMENT-FRIENDLY

Nearly all of our two-stage models are equipped with a certified Stage V engine, subject to the strictest current emission standards. Larue's unique engine integration design improves fuel efficiency without compromising performance & reliability.



TECHNICAL SPECIFICATIONS

	SMALL		MEDIUM				LARGE			
										
STANDARD SPECIFICATIONS	D25	D30	D35	D40	D45	D50	D55	D60	D65	
PERFORMANCE CLASS	1,400 TONS/H	1,800 TONS/H		2,400 TONS/H		3,000 TONS/H		3,500 TONS/H		
VOLUMETRIC CAPACITY¹	1,750 YD³/H @ 1,700 LB-FT	2,900 YD³/H @ 2,150 LB-FT		3,600 YD³/H @ 2,500 LB-FT		4,650 / 5,300 YD³/H @ 4,500 LB-FT		4,650 / 5,300 / 6,050 YD³/H @ 4,500 LB-FT		
CASTING DISTANCE²	125 FT	150 FT								
ENGINE	CUMMINS® F3.8			CUMMINS® QSB6.7		CUMMINS® B6.7		CUMMINS® B6.7 / L9		
EMISSION STANDARD	STAGE V / TIER 4 FINAL			STAGE IV / TIER 4 FINAL		STAGE V / TIER 4 FINAL				
ENGINE POWER	134 HP	173 HP		235 HP		310 / 326 HP		310 / 326 / 365 HP		
ENGINE TORQUE	406 LB-FT	457 LB-FT		655 LB-FT		950 / 1,014 LB-FT		950 / 1,014 / 1,151 LB-FT		
FUEL TANK CAPACITY	46 US GAL			66 US GAL		92 US GAL				
WORKING WIDTH³	91 IN	102 IN		110 IN		114 IN				
WORKING HEIGHT	42 IN	52 IN		54 IN		55 IN		60 IN		
DRIFT CUTTERS HEIGHT	72 IN	84 IN				98 IN				
TRUCK LOADING HEIGHT⁴	125 IN	129 IN				139 IN				
TRANSPORTATION HEIGHT	87 IN	97 IN		93 IN		104 IN		105 IN		
TRANSPORTATION WIDTH	120 IN	143 IN		147 IN		131 IN				
LENGTH	94 IN	91 IN	100 IN	94 IN	103 IN	98 IN	110 IN	102 IN	112 IN	
RIBBON / AUGER DIAMETER	28 IN	2 X 17 IN	32 IN	2 X 17 IN	32 IN	2 X 20 IN	36 IN	2 X 26 IN	40 IN	
IMPELLER DIAMETER	28 IN	34 IN				40 IN				
WEIGHT⁵	7,000 LB	7,500 LB		8,000 LB		10,250 LB		11,000 LB		
MINIMUM LOADER SIZE	1 YD³	1.8 YD³		2 YD³		2.5 YD³		3 YD³		

¹ Volumetric capacity at specific impeller torque.

² Maximum casting distance is achieved when using the drum.

³ Working width can be extended by 6" for all models or by 12" (D5X-D6X only) with the widening kit option.

⁴ Truck loading height can be extended by 18" or 30" with the telescopic chute extension option. See page 11 for availability.

⁵ Operating weight is subject to change depending on fluid levels, selected equipment and options.

Transportation dimensions are subject to change depending on selected equipment and options.

BUILD YOUR OWN

D-SERIES TWO-STAGE

10

LOADER-MOUNTED SNOW BLOWERS



TELESCOPIC CHUTE EXTENSION

18" or 30" hydraulic telescopic chute extension facilitates truck loading.



HYDRAULIC TILTING CHUTE

Articulated from the base, it enables the operator to unclog the chute from ground level which enhances his safety and helps him to get back to work faster.



3-SECTION CHUTE DEFLECTOR

Improves snow stream precision and control. Available in Hardox® 500 or chromium carbide.



DRUM OUTLET EXTENSION

36" drum outlet extension increases casting distance and prevents snow from getting into the operator's visual field.



WIRELESS CONTROL SYSTEM

Bluetooth® control system enables faster pairing with the wheel loader.



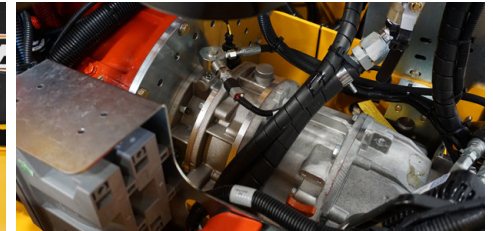
STEERING VANE

Allows the operator to steer the snow blower more effectively in snow banks, improving the cutting line precision. Available on the right side, or on both sides.



150 DEGREE DRUM ROTATION

Worm gear drum rotation allowing to cast from left-to-right on a 150 degree angle span.



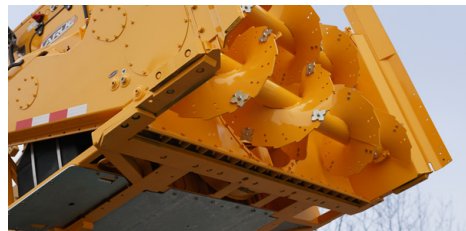
2-SPEED TRANSMISSION

This technological advancement provides better fuel economy and casting distance. Available for D6X.



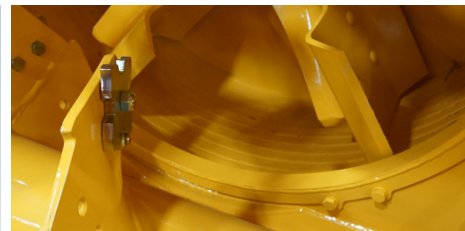
ICE CUTTERS KIT

Installed on the dual auger conveyor, these 4-sided cutters give more bite against icy snowbanks. Up to four kits can be installed on each auger.



FULL WIDTH SKID SHOE

Offers complete protection under the snow blower. Available in Hardox® 550 or tungsten carbide.



CHROMIUM CARBIDE DRUM LINER

Boasts 3 times the durability of a standard drum.



LED WORK LIGHT FOR SAFETY BOLTS

Located inside the safety bolts compartment for convenient night access.

OPTION AVAILABILITY

● AVAILABLE
— NOT AVAILABLE

	OPTIONS	D25	D30	D35	D40	D45	D50	D55	D60	D65
CAB CONTROL	WIRELESS CONTROL SYSTEM - BLUETOOTH®	●	●	●	●	●	●	●	●	●
	EXTRA CONTROL SYSTEM KIT (4.3" LCD SCREEN, JOYSTICK, RAM® MOUNT KIT)	●	●	●	●	●	●	●	●	●
	EXTRA CONTROL INSTALLATION KIT (RAM® MOUNT KIT)	●	●	●	●	●	●	●	●	●
	EXTRA 25' CONTROL CABLE	●	●	●	●	●	●	●	●	●
	5.7" LCD SCREEN	●	●	●	●	●	●	●	●	●
CHUTE	18" TELESCOPIC CHUTE EXTENSION	●	—	—	—	—	●	●	●	●
	30" TELESCOPIC CHUTE EXTENSION	—	●	●	●	—	—	—	—	—
	HYDRAULIC TILTING CHUTE	●	●	●	●	●	●	●	●	●
	DRUM OUTLET EXTENSION	—	●	●	●	●	●	●	●	●
	RAISED SPOT CASTING CHUTE	—	—	—	—	—	●	●	●	●
	2-SECTION CHUTE DEFLECTOR - CHROMIUM CARBIDE	●	●	●	●	●	●	●	●	●
	3-SECTION CHUTE DEFLECTOR - HARDOX® 500	●	●	●	●	●	●	●	●	●
	3-SECTION CHUTE DEFLECTOR - CHROMIUM CARBIDE	●	●	●	●	●	●	●	●	●
	REMOTE GREASE POINTS - CHUTE	●	●	●	●	●	●	●	●	●
	STEERING VANE (RIGHT SIDE)	●	●	●	●	●	●	●	●	●
STEERING	DUAL STEERING VANE	●	●	●	●	●	●	●	●	●
	DRUM - 150 DEGREE ROTATION BY WORM GEAR	●	●	●	●	●	●	●	●	●
DRUM	DRUM LINER - CHROMIUM CARBIDE	●	●	●	●	●	●	●	●	●
	SHORT IMPELLER BLADES	—	—	—	—	—	●	●	●	●
	SAFETY CABLE - DRUM ROTATION	—	—	—	—	—	●	●	●	●
SAFETY	DRUM ALIGNMENT GUIDE	●	●	●	●	●	●	●	●	●
	HEATED LED LIGHTS - FRAME	●	●	●	●	●	●	●	●	●
	HEATED LED LIGHTS - CHUTE	●	●	●	●	●	●	●	●	●
	LED LIGHTS - HOOD	●	●	●	●	●	●	●	●	●
	STROBE LIGHT - HOOD	●	●	●	●	●	●	●	●	●
	LED WORK LIGHT - ENGINE COMPARTMENT	●	●	●	●	●	●	●	●	●
	LED WORK LIGHT - SAFETY BOLTS	●	●	●	●	●	●	●	●	●
	INDICATOR LIGHT ON HOOD - SNOW BLOWER ENGAGED	●	●	●	●	●	●	●	●	●
	ENGINE SHUTDOWN SYSTEM - SAFETY BOLTS ACCESS DOOR WITH LED LIGHT	●	●	●	●	●	●	●	●	●
	ENGINE SHUTDOWN SYSTEM - LOADER DOOR	●	●	●	●	●	●	●	●	●
	REMOTE SHUTDOWN SYSTEM FOR THE FLAGMAN	●	●	●	●	●	●	●	●	●
	ACCESS STEPS - CHUTE	●	●	●	●	●	●	●	●	●
	AIR HORN	●	●	●	●	●	●	●	●	●
	ANTI-VANDALISM LOCKOUT	●	●	●	●	●	●	●	●	●
	2-SPEED TRANSMISSION	—	—	—	—	—	—	—	●	●
	ICE CUTTERS KIT FOR ONE OR TWO AUGER(S)	—	●	—	—	—	—	—	●	—
	REVERSE FUNCTION - CONVEYOR & IMPELLER	●	●	●	●	●	●	●	●	●
	REINFORCED RIBBON - HEAVY-DUTY	—	—	—	—	—	—	—	—	●
	REINFORCED NON-SERRATED RIBBON - HEAVY-DUTY WITH ICE CUTTERS HOLES	—	—	—	—	—	—	—	—	●
DURABILITY & EFFICIENCY	SCRAPER BLADE - RUBBER	●	●	●	●	●	●	●	●	●
	SCRAPER BLADE - UHMW	●	●	●	●	●	●	●	●	●
	SCRAPER BLADE - TUNGSTEN CARBIDE	●	●	●	●	●	●	●	●	●
	FULL WIDTH SKID SHOE - HARDOX® 550	●	●	●	●	●	●	●	●	●
	FULL WIDTH SKID SHOE - TUNGSTEN CARBIDE	●	●	●	●	●	●	●	●	●
	DRIFT CUTTER SKID SHOES - TUNGSTEN CARBIDE	●	●	●	●	●	●	●	●	●
	ADJUSTABLE HYDRAULIC WHEEL (LEFT SIDE)	—	—	—	—	—	●	●	●	●
	SNOW WHEELS KIT (2)	—	—	—	●	●	●	●	●	●
	FRAME MODIFICATION TO ALLOW RETROFIT FOR SNOW WHEELS KIT (2)	—	—	—	●	●	●	●	●	●
	DRIFT CUTTER GUARD - UHMW	●	●	●	●	●	●	●	●	●
	DRIFT CUTTER GUARD - ROLLER	●	●	●	●	●	●	●	●	●
	GUARDRAIL PROTECTOR - UHMW	●	●	●	●	●	●	●	●	●
	PROTECTION RAIL	●	●	●	●	●	●	●	●	●
	HOOD PROTECTOR - UHMW	●	●	●	●	●	●	●	●	●
	RADIATOR COVER	●	●	●	●	●	●	●	●	●
	RADIATOR PROTECTION GRILL	●	●	●	●	●	●	●	●	●
	DEF TANK PROTECTION PANEL	—	—	—	—	—	●	●	●	●
	SNOW GUARD	—	—	—	—	—	●	●	●	●
	PUSH BAR	●	●	●	●	●	●	●	●	●
	BATTERY CHARGER	●	●	●	●	●	●	●	●	●
	BATTERY WARMER	●	●	●	●	●	●	●	●	●
	REMOTE JUMP START TERMINALS	●	●	●	●	●	●	●	●	●
	ELECTRONICALLY CONTROLLED ENGINE COOLING FAN	—	—	—	—	—	●	●	●	●
	AUTOMATIC LUBRICATION SYSTEM (ALS)	—	—	—	—	—	●	●	●	●
	AIR INTAKE PRE-CLEANER	—	—	—	—	—	●	●	●	●
	COOLANT PREHEATER	—	●	●	●	●	●	●	●	●
	HYDRAULIC OIL HEATER - PAD	●	●	●	●	●	●	●	●	●
	PRESSURE GAUGE - HYDRAULIC OIL	●	●	●	●	●	●	●	●	●
	TEMPERATURE AND LEVEL INDICATOR - HYDRAULIC OIL	●	●	●	●	●	●	●	●	●
OTHERS	QUICK COUPLER	●	●	●	●	●	●	●	●	●
	CUSTOM PAINT JOB	●	●	●	●	●	●	●	●	●
	WIDENING KIT - 6"	●	●	●	●	●	●	●	●	●
	WIDENING KIT - 12"	—	—	—	—	—	●	●	●	●
	LIFTING HOOKS KIT	●	●	●	●	●	●	●	●	●
	FORKLIFT TRANSPORTATION KIT	●	●	●	●	●	●	●	●	●
	MECHANICAL HOUR METER	●	●	●	●	●	●	●	●	●
	DIAGNOSTIC TOOL - CUMMINS® INLINE MINI DATALINK ADAPTER	●	●	●	●	●	●	●	●	●

D-SERIES TWO-STAGE

11

LOADER-MOUNTED SNOW BLOWERS

D-SERIES SINGLE-STAGE

LOADER-MOUNTED SNOW BLOWERS



Larue loader-mounted single-stage snow blowers are recognized for their superior capacity, casting height, and impressive power. This lineup is specialized for use in snow dump sites.

STANDARD EQUIPMENT

- RIGHT SIDE STEERING VANE
- WIRED JOYSTICK CONTROL
- 4.3" LCD SCREEN
- 2 FRAME-MOUNTED LED LIGHTS
- DRY-TYPE MULTI-DISC CLUTCH
- CONVEYOR CHAIN IN OIL BATH
- HARDOX® 500 DRUM
- TUNGSTEN CARBIDE SKID SHOES
- HARDOX® 500 SCRAPER BLADE
- EMERGENCY STOP BUTTONS
- GROUND LEVEL FUEL FILL
- MECHANICAL COMPONENTS ENCLOSED
- BLOCK HEATER



D87

The D87 combines strength and performance with a lighter weight, allowing it to be paired with a smaller loader. Its large capacity and casting height make it a logical choice to operate in a snow dump site.



D97

The D97 is our most capable single-stage snow blower and was designed with no compromise on power and torque. With its superior performance, nothing can scare off this industrial-strength machine.

APPLICATION



SNOW DUMP SITES

FEATURES & BENEFITS

SAFETY FIRST ¹

All of our models are built and tested with the operator's health and safety as our top priority. We understand that you have a lot at stake in your daily operations and that you want to take care of your people. You cannot afford downtime. That's why we designed our snow blowers in a way that minimizes the risk of accidents. Among those design elements are the automatic clutch disengagement system if the impeller suffers a blockage, all maintenance points made from the ground and 2 emergency stop buttons to help keep the workers safe.

BETTER BY DESIGN ²

Better design means significant productivity gains, but it also means better engineering with features and benefits like triangular box frame construction, unmatched power-to-weight ratio, and left-mounted radiator that reduces frosting or blocking. Its center-of-gravity is located close to the wheel loader for enhanced stability. It's clear, Larue products are built for performance and designed to last.

RUGGED DURABILITY

Our heavy-duty units are designed to perform relentlessly under extreme weather conditions. Plus, the parts we make, or install have been rigorously tested and solidly built for maximum durability. Heavy-wear parts are machined from abrasion-resistant Hardox®, while still others are engineered from tungsten or chromium carbide, up to 4 times more durable. Larue snow blowers will not let you down.

OUTSTANDING PERFORMANCE ³

Larue single-stage snow blowers are powered by a Caterpillar® Tier 4 Final engine. Specialized for snow dump sites, they can blast snow up to 120 feet providing fast, cost-efficient clearing capacity. Delivering up to 1,200 horsepower, these machines are designed to work with ease in the toughest operating conditions. And our innovative optimized conveyor minimizes lateral overflow, reducing the number of passes required to do the job.

HIGH UPTIME, LOW MAINTENANCE

The majority of Larue components are engineered in-house to ensure that your equipment stays on the road, where it belongs. Occasionally you might need to do a maintenance. Again, we've got you covered. Larue single-stage snow blowers are designed for easy serviceability and simple maintenance with all components accessible from ground level. We also use off-the-shelf parts which reduces lead times ensuring your Larue is back to work, fast.

OPERATING COST UNDER CONTROL ⁴

Our machines are engineered to maximize uptime and reduce cost of operation, all of which enhances your ROI. Your budget matters when considering the parts and components for repair or replacement. We build snow clearing equipment, but we're also in the business of customer satisfaction. That way, Larue is top-of-mind when it's time to refresh their fleet. It's a formula that has contributed in no small part to our success since our beginnings. Make it part of yours.



TECHNICAL SPECIFICATIONS



STANDARD SPECIFICATIONS	D87	D97
PERFORMANCE CLASS	7,000 TONS/H	8,500 TONS/H
VOLUMETRIC CAPACITY ¹	18,900 YD ³ /H @ 20,650 LB-FT	22,700 YD ³ /H @ 23,350 LB-FT
CASTING HEIGHT	100 FT	120 FT
ENGINE	CATERPILLAR® C18	CATERPILLAR® C27 / C32
EMISSION STANDARD	STAGE IV / TIER 4 FINAL	
ENGINE POWER	800 HP	1,050 / 1,200 HP
ENGINE TORQUE	2,687 LB-FT	3,100 / 4,056 LB-FT
FUEL TANK CAPACITY	200 US GAL	300 US GAL
WORKING WIDTH	129 IN	139 IN
WORKING HEIGHT	75 IN	
DRIFT CUTTER HEIGHT	105 IN	
TRANSPORTATION HEIGHT	114 IN	
TRANSPORTATION WIDTH	131 IN	139 IN
LENGTH	161 IN	169 IN
IMPELLER DIAMETER	70 IN	
WEIGHT ²	22,000 LB	32,000 LB
MINIMUM LOADER SIZE	5 YD ³	7 YD ³

¹ Volumetric capacity at specific impeller torque.

² Operating weight is subject to change depending on fluid levels, selected equipment and options. Transportation dimensions are subject to change depending on selected equipment and options.

OPTIONS

- WIRELESS CONTROL SYSTEM (BLUETOOTH®)
- EXTRA CONTROL SYSTEM KIT (4.3" LCD SCREEN, JOYSTICK, RAM® MOUNT KIT)
- EXTRA CONTROL INSTALLATION KIT (RAM® MOUNT KIT)
- EXTRA 25' CONTROL CABLE
- 5.7" LCD SCREEN
- FRAME-MOUNTED HEATED LED LIGHTS
- LED LIGHTS ON HOOD
- LED WORK LIGHT IN ENGINE COMPARTMENT
- LED WORK LIGHT FOR SAFETY BOLTS
- ENGINE SHUTDOWN SYSTEM
- AIR HORN
- ANTI-VANDALISM LOCKOUT
- BATTERY CHARGER
- BATTERY WARMER
- REMOTE JUMP START TERMINALS
- HYDRAULIC OIL HEATER
- HYDRAULIC OIL PRESSURE GAUGE
- HYDRAULIC OIL TEMPERATURE AND LEVEL INDICATOR
- QUICK COUPLER
- CUSTOM PAINT JOB
- LIFTING HOOKS KIT
- MECHANICAL HOUR METER

PARTS & SERVICE

WE KNOW HOW TO BUILD SNOW REMOVAL EQUIPMENT, AND SERVICING THEM IS ALSO A PLEDGE WE MAKE. ON TOP OF THAT, OUR HIGH-QUALITY OEM PARTS ARE READILY ACCESSIBLE THROUGH OUR GLOBAL DEALER NETWORK.



COUNT ON US

It's one thing to build powerful snow removal equipment. It's quite another to offer parts & service that meet the same high benchmark. We do. Anywhere there's snow you'll find Larue, and anywhere you find Larue you'll find our authentic, reliable parts. We'll get them to you, and one of our dealers will install them if needed. When it comes to parts & service, speed and efficiency are the surest way to meet the bottom line. And that's exactly what we set out to do.

GLOBAL PARTS DISTRIBUTION

Our customers rely on machines that deliver not only performance, but rugged durability. Colder climates are demanding, but so are the needs of our clients to keep their Larue snow removal equipment running perfectly, whenever, and wherever they need it. Which is why our global parts distribution network is there. You're never let down with a Larue, and the very same goes when on those occasions you need a part. Snow doesn't wait for you to be ready. And you shouldn't have to wait long for parts you need to take it on. You need it? We've got it, and we'll get it to you.

SERVICE YOU CAN TRUST

At Larue, servicing what we make is part of the equation. Our team is experienced, friendly and dedicated. Snow blowers and diesel engines run in our blood, and when it comes to servicing them, the same second nature applies. We're never more than a phone call or email away, and because we're always ready, willing and able to help, we do. We make snow blowers, but we're also in the uptime business, and if anyone understands the importance of continuous operation both in getting the job done and clearing the bottom line, it's us. We've mastered the art of finding solutions.



GLOBAL DEALER NETWORK



INTERNATIONAL FOOTPRINT

Larue is established in 12 countries with over 60 locations serving a wide customer base. Our extensive dealer network provides convenient service points, stock our quality OEM parts, and are the surest way to keep your Larue running like new.





CONTRACTORS SNOW REMOVAL

**VISIT,
FOLLOW
& WATCH**



@LARUESNOWBLOWERS



MUNICIPALITIES & DOT ROADS OPENING



AIRPORTS RUNWAYS & APRONS

Sourcewell

Awarded Contract

Contract # 062222-JAL & 111522-JAL

canoe
procurement group of canada

Contract # 062222-JAL & 111522-JAL



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1-877-658-3013

laruesnowblowers.com

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LARUESNOWBLOWERS.COM



Swanston Equipment

3450 W. Main Ave, Fargo, ND 58103
Phone 701-293-7325 Fax 701-293-9468
www.swanston.com

DATE: DECEMBER 12, 2024

EXPIRATION DATE: DECEMBER 31, 2024

TO Mr. Brian Dirk
Mandan Public Works
411 6th Ave SW
Mandan, ND 58554

**Quote for one (1) Larue
D50 Loader-Mounted
Self-Contained Snow Blower
Sourcewell Contract #062222-JAL**

SALESPERSON		PAYMENT TERMS	DUE DATE
Randy Hoovestol		Due on receipt	
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	New 2024 Larue D50 Loader Mount Snow Blower -Includes all standard equipment and optional equipment as listed below: • Hardox® 500 directional spot casting chute with 2-section deflector • Wired joystick control • 4.3" LCD screen • 3 engine performance modes • 2 frame-mounted LED lights • 2 chute-mounted LED lights • Maintenance-free wet-type multi-disc clutch • Conveyor chain in oil bath • Hardox® 550 drum • Tungsten carbide skid shoes • Emergency stop buttons • Level indicator on the spot casting chute • Ground level fuel fill • Mechanical components enclosed • Block heater • Shovel • 92 US gallons fuel tank • 40" impeller • 114" working width minimum		\$184,900.00
1	326 HP Cummins B6.7 T4F		\$2,200.00
1	Wireless Control System - Bluetooth		\$4,300.00
1	Extra 25' Control Cable		\$900.00
1	18" Telescoping Chute Extension		\$10,000.00
1	Hydraulic tilting chute (Right Side)		\$6,500.00

1	3-section chute deflector - Hardox 500		\$4,200.00
1	Drum Rotation - 150 Degrees rotation by worm gear		\$2,200.00
1	Drum Liner - Chromium Carbide		\$4,200.00
1	Heated LED Lights - Frame		\$500.00
1	LED Work Light - Engine Compartment		\$1,100.00
1	Heated LED Lights - Safety Bolts		\$700.00
1	Reverse Function - Conveyor & Impeller		\$900.00
1	Drift Cutter Guard - UHMW		\$500.00
1	Ice Butters kit for one auger		\$600.00
1	Coupler Plate to Fit City Loader		\$4,200.00
	Freight to Mandan, ND, and PDI		\$8,500
	Total Sourcewell Price		\$227,005.00
			<i>Sales tax not included</i>
TOTAL			\$227,005.00

Quotation prepared by: Randy Hoovestol

This is a quotation on the goods named, subject to the conditions noted below: **Unit is in stock at Swanston Equipment in Fargo, ND. On-site operator training is included.**

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Utility Maintenance
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider approval of a task order amendment from Advanced Engineering and Environmental Services to Provide the following updates to the WaterSMART Grant Application Assistance for Mandan's current Advanced Metering Infrastructure (AMI) System

STATEMENT/PURPOSE:

Consider approval of a task order amendment from Advanced Engineering and Environmental Services to Provide the following updates to the WaterSMART Grant Application Assistance for Mandan's current Advanced Metering Infrastructure (AMI) System

BACKGROUND/ALTERNATIVES:

This task order is part of a three-year grant program that the city applied for in 2024. It outlines the steps necessary to prepare and assist the city in submitting the grant application for the 2026 portion of the program. These grants are designed to help municipalities implement accurate and efficient systems for monitoring water usage. Municipalities can apply for the grant up to three times, with the potential to receive up to \$100K per year, or a total of \$300K if awarded the grant for all three years. The city was awarded the grant in 2024 to begin the project in 2025 (Year 1). Continuing to apply for the grant will allow us to further update and improve our current AMI water meter system.

ATTACHMENTS:

1. AE2S_Mandan_WaterSMART Grand Application Assistance_TO08 Amendment 01
2. GRANT14206378_SWEP-234_City of Mandan

FISCAL IMPACT:

Subject: Consider approval of a task order amendment from Advanced Engineering and Environmental Services to provide the following updates to the WaterSMART Grant Application Assistance for Mandan's current Advanced Metering Infrastructure (AMI) System

Page 2 of 2

The task orders cost is \$6,000 to update grant application. This hadn't been budgeted for in 2025. We would recommend authorizing \$6,000 from the City Utility Fund to pay for this application effort. This investment is expected to return hundreds of thousands of dollars for the City's water meter replacement projects.

STAFF IMPACT:

N/A

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 continue to update and

SUGGESTED MOTION:

I move to Approve the task order amendment from Advanced Engineering and Environmental Services.

Amendment No. 1 To Task Order No. 8

1. Background Data:

- a. Effective Date of Task Order: May 7, 2024
- b. Owner: City of Mandan
- c. Engineer: Advanced Engineering and Environmental Services, LLC
- d. Specific Project Title: WaterSMART Grant Application Assistance

2. Nature of Amendment

- X Modification to Services performed by Engineer
- X Modifications of payment to Engineer
- X Modifications to time for rendering services

3. 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 Mandan Advanced Metering Infrastructure (AMI) System Update Report
 - 1. Update the following Technical Proposal and Evaluation Criteria sections:
 - a. Executive Summary
 - b. Technical Project Description
 - c. Evaluation Criteria
 - 2. Update the following Project Budget sections:
 - a. Funding Plan and Letters of Commitment
 - b. Budget Proposal
 - c. Budget narrative
 - 3. Update Letters of Funding Commitments and Resolutions
 - b. Report Deliverable
 - 1. Owner review and Finalize Report
 - a. Attend one (1) meeting at Mandan City Hall to present draft findings to the client and incorporate feedback.
 - b. Finalize the Report with actionable recommendations.
 - c. Grant Application Development and Submission
 - 1. Prepare and complete the following federal forms:
 - a. SF-424 Application for Federal Assistance

- b. SF-424A Budget Information
 - c. SF-424B Assurance
 - d. Package the Application and all necessary information into an electronic PDF for submission.
 - e. Send the electronic PDF to the Owner and support the online, electronic submission process.
- 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 and incorporated herein by reference, not to exceed \$6,000 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: January 6, 2025
 - b. Final Technical Memorandum and Submit Application: January 13, 2025

5. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$15,000
b.	Net change for prior amendments:	\$ 0
c.	This amendment amount:	\$ 6,000
d.	Adjusted Task Order amount:	\$21,000

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

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

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

OWNER:

By: _____

Print Name: Mayor James Froelich

Title: President of the Board of City Commissioners

Date Signed: _____

ENGINEER:

By: *Jordan Geiger*
Jordan Geiger (Dec 11, 2024 15:22 CST)

Print Name: Jordan Geiger, PE

Title: Operations Manager

Date Signed: _____

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.



United States Department of the Interior

BUREAU OF RECLAMATION
P.O. Box 25007
Denver, CO 80225-0007



IN REPLY REFER TO:
84-27814
1.3.11

November 21, 2024

VIA ELECTRONIC MAIL ONLY

Mr. Zac Ranisate
205 2nd Ave NW
Mandan, ND 58554

Subject: Notice of Funding Opportunity No. R24AS00059 – WaterSMART Small-Scale Water Efficiency Projects for Fiscal Year 2024/2025 – GRANT14206378 Application Review Status, Your Application Titled, “Mandan Advanced Metering Infrastructure (AMI) System Update Project” (SWEP-234)

Dear Mr. Ranisate:

The Bureau of Reclamation is pleased to inform you that your application was among those receiving the highest ratings and is now being considered for award of a financial assistance agreement. Your application included a request for \$100,000.00 to complete your project titled, “Mandan Advanced Metering Infrastructure (AMI) System Update Project.” Reclamation anticipates awarding Federal funds in the amount of \$100,000.00 for your proposed project.

In working with you to develop your financial assistance agreement, Reclamation will closely review the activities outlined in your proposal to ensure that all activities are eligible for funding and that the proposed costs are allowable under financial assistance regulations. If some costs or activities are determined to be ineligible or unallowable, Reclamation will work with you to refine the scope of work and budget for the project. Please be advised that your application has been ranked, in part, based on your description of the expected benefits of your project. Revisions to the scope of the project identified in your application can be made only after Reclamation determines that revisions would not impact the overall ranking or the expected benefits of the project.

Please note that this letter is not a final commitment of funding. A financial assistance agreement will not be executed until further information about your project is developed and all statutory and regulatory requirements have been met as described in Section E.2.5 of the Notice of Funding Opportunity (NOFO). In addition, Reclamation must have sufficient evidence prior to award that non-Federal cost share will be available. The final funding amount may be adjusted if necessary.

All projects being considered for award of funding are required to comply with all Federal environmental and cultural resource requirements, including the National Environmental Policy Act, Endangered Species Act, Clean Water Act, and the National Historic Preservation Act if fieldwork, monitoring, or other on-the-ground activities are included in your project. Ground-

Subject: Notice of Funding Opportunity No. R24AS00059 – WaterSMART Small-Scale Water Efficiency Projects for Fiscal Year 2024/2025 – GRANT14206378 Application Review Status, Your Application Titled, “Mandan Advanced Metering Infrastructure (AMI) System Update Project” (SWEP-234)

disturbing activities of any type may not occur until Reclamation has determined that all environmental and cultural resource compliance is complete and a Notice to Proceed is issued by a Reclamation Grants Officer.

Please note that for costs, including pre-award costs, to be eligible for inclusion in the agreement, the costs must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200. In particular, the procurement of goods and/or services must be compliant with the Procurement Standards (2 CFR §200.317 through §200.326) and contract costs must be compliant with 2 CFR §200.323 – Contract Cost and Price. The Federal financial assistance regulations can be found online at www.ecfr.gov.

In addition, please be advised that as stated in Section F.6 of the NOFO, Reclamation intends to post copies of successful Planning and Project Design Grants applications as examples on Reclamation’s website. While this generally does not raise any issues, it is prudent to provide successful grant applicants with an opportunity to redact any sensitive information from their proposals prior to posting them on Reclamation’s website. As a rule, the SF-424s are removed; however, if there are any other items you would like redacted, please contact Nickie McCann, Program Coordinator, at nmccann@usbr.gov, by Monday, January 6, 2025. Should we not hear from you by this date we will assume that there are no objections to posting the full application.

Reclamation uses GrantSolutions, a financial assistance management system, to award and administer financial assistance agreements. Recipients can use the system to review their award, accept the agreement, submit financial and performance reports, and request amendments. You can register for a GrantSolutions user account at [GrantSolutions Registration](#).

A post-selection webinar to discuss the process for development of financial assistance agreements and next steps with you and all other new recipients will be held on December 6 2024, at 11:00 MT. Please join the webinar by clicking [here](#) to join the Microsoft Live Event. It is anticipated that you will be notified of the grants management specialist assigned to your agreement in the next two weeks and that your agreement should be awarded in May 2025 or earlier. In the meantime, if you have any questions regarding the process or your agreement, please contact Ms. Katherine Calagua, Reclamation Grants Officer, at 702-293-8526 or at kcalagua@usbr.gov. Thank you for your interest and participation in the WaterSMART Program. We look forward to working with you.

Sincerely,

CHRISTINA
MUNOZ

Digitally signed by
CHRISTINA MUNOZ
Date: 2024.11.21
09:23:58 -08'00'

Christina Munoz
Supervisory Grants Officer



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Utility 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:

The Utility Department at Public Works has identified 130 water meters in the City of Mandan that require new registers. These registers are battery-operated devices that transmit water usage data to Utility Billing. Timely replacement is crucial to ensure that the city is accurately billing customers for their water usage. By partnering with Core and Main, we can replace the registers efficiently. A contractor will manage the scheduling with customers to ensure minimal disruption and timely installation.

ATTACHMENTS:

1. City of Mandan End of Life Registers on C & I
Meters_Mandan_ND_Bid#_3911738_12-13-2024_1237_PM

FISCAL IMPACT:

\$75,000 to Utility Maintenance budget line item (601.660.62120)

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 \$75,000

SUGGESTED MOTION:

I move to amend the 2025 Public Works budget for an additional \$75,000.



Bid Proposal for City of Mandan End of Life Registers on C & I Meters

CUSTOMER	All Bidders	Job City of Mandan End of Life Registers on C & I Meters Mandan, ND Bid Date: 12/11/2024 Bid #: 3911738
	Sales Representative Gene Jordan (M) 701-371-8975 (T) 701-371-8975 Gene.Jordan@coreandmain.com	Core & Main 407 72nd ST SE Minot, ND 58701 (T) 7018526878
CONTACT		
NOTES		





Bid Proposal for City of Mandan End of Life Registers on C & I Meters

All Bidders

Job Location: Mandan, ND

Bid Date: 12/11/2024

Core & Main Bid #: 3911738

Core & Main

407 72nd ST SE

Minot, ND 58701

Phone: 7018526878

Fax: 7018526817

Seq#	Qty	Description	Units	Price	Ext Price
10	48	OMNI+ 1-1/2 C2 REG RETROFIT	EA	488.65	23,455.20
20	45	OMNI+ 2 C2 REG RETROFIT KIT	EA	488.65	21,989.25
30	20	OMNI+ 3 C2 REG RETROFIT KIT	EA	488.65	9,773.00
40	6	OMNI+ 4 C2 REG RETROFIT KIT	EA	488.65	2,931.90
50	3	OMNI+ 6 C2 REG RETROFIT KIT	EA	488.65	1,465.95
60	122	SCHEDULE & INSTALL REGISTER RE	EA	100.00	12,200.00
				Sub Total	71,815.30
				Tax	0.00
				Total	71,815.30

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider a request for a final plat for JR's Estates 2nd Addition.

STATEMENT/PURPOSE:

Consider a request for a final plat for JR's Estates 2nd Addition.

BACKGROUND/ALTERNATIVES:

Arlen Ruff and Laureen Bryan and Swanberg Morton, LLP, request consideration for a final 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 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.

Final Plat

The final 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 26, 2024.
- The Planning and Zoning Commission considered this request at its December 18, 2024 meeting and recommends approval. No comments in support or opposition were considered at the meeting.

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 Final Plat

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was approved by the Planning and Zoning Commission;
3. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
4. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
5. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
6. The proposed subdivision is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and
7. 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 Add. Final Plat
4. Jr's Estates 2nd Addition preliminary plat
5. JR's Estates Location Map

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 Final Plat for JR's Estates 2nd Addition.

SUGGESTED MOTION:

I move to approve the final 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)	☐ 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		

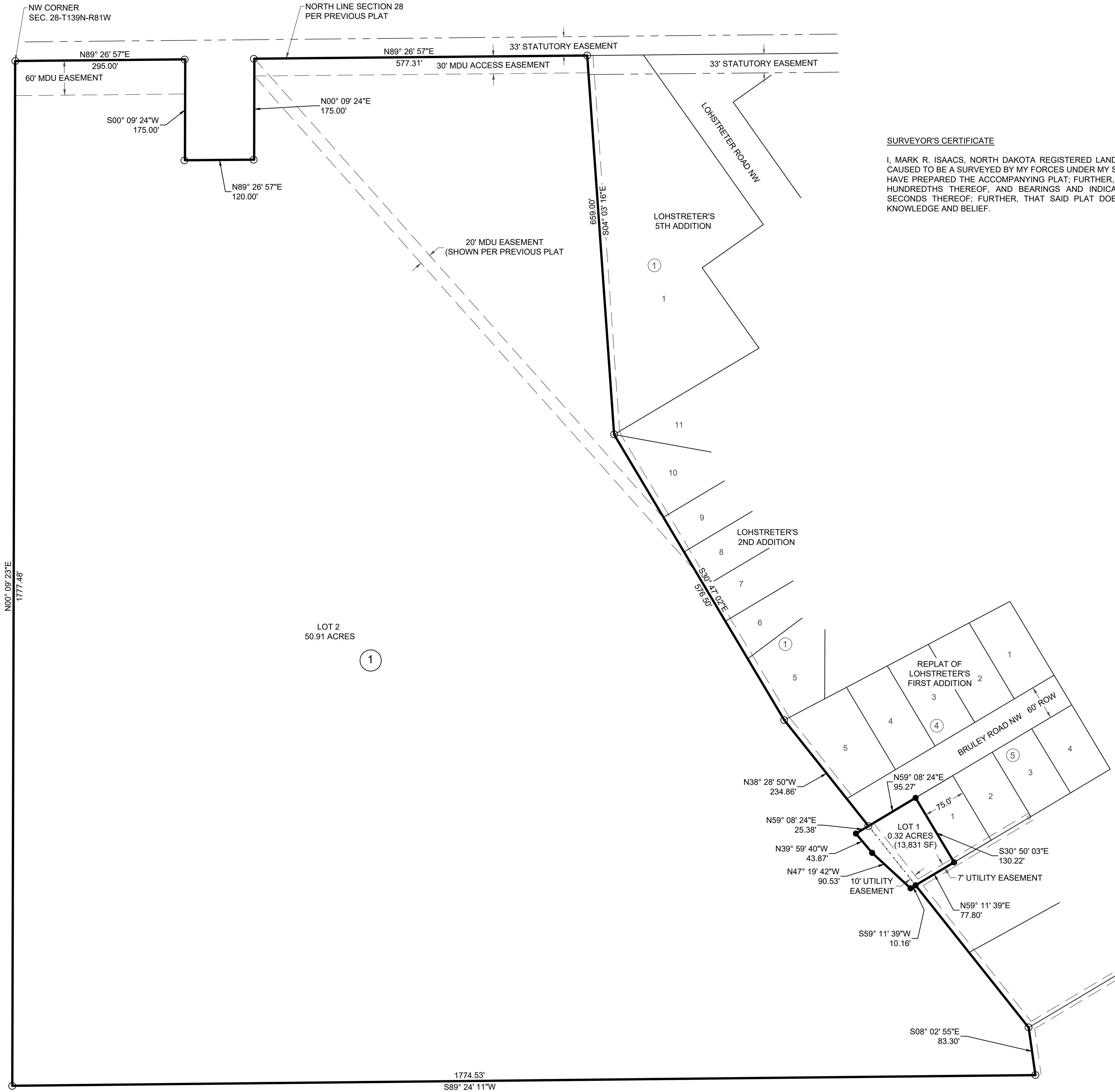
Engineer/Surveyor			Property Owner or Applicant		
Name Mark R. Isaacs, RLS - ILSE, Inc.			Name Swanberg Morton, LLP		
Address 4215 Old Red Trail NW			Address PO Box 728		
City Mandan	State ND	Zip 58554	City Valley City	State ND	Zip 58072
email mark@ilsurveynd.com			email mark@swanbergconstruction.com		
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							
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 <i>Mark Isaacs</i>	Signature <i>[Signature]</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			

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 5 IN
REPLAT OF LOHSTRETER'S FIRST ADDITION
ALL IN THE NORTHWEST QUARTER OF SECTION 28, T139N, R81W



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.

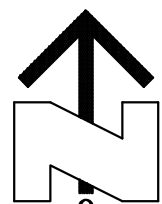
MARK R. ISAACS, RLS 9628

LEGEND

- FOUND SURVEY MONUMENT
- SET CAPPED REBAR "LS-9628"
- VACATED LOT LINE

AREA TABLE

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



SCALE: 1" = 40'

DECEMBER 5TH, 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.

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
LOT 1, BLOCK 1

LAUREEN BRYAN
LOT 1, BLOCK 1

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC _____

SWANBERG MORTON, LLP
LOT 2, BLOCK 1

STATE OF _____)
COUNTY OF _____) SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20__.

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

OWNER:

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

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

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.

JR'S ESTATES 2ND ADDITION		I ndependent L and S urveying & E ngineering
SECTION 28, T-139-N, R-81-W MANDAN, NORTH DAKOTA		
SHEET: 1 OF 1	JOB NUMBER: 24034	4215 Old Red Trail NW Mandan, ND 58554 Phone: 701-653-5184 Cell: 701-595-2079 mark@isurveynd.com Total Field day
SCALE: 1"= 200'	DWG REVISION DATES	
DRAWN BY: MRI	12/5/24 -	
DWG DATE: 11/18/24	-	
DWG NAME: 24034 Jr's Estates Second Addition		

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 _____

AREA TABLE

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

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

JOB NUMBER: 24034

SCALE: 1"= 200'

DWG REVISION DATES

DRAWN BY: MRI

DWG DATE: 9/26/24

DWG NAME: 24034 Preliminary Plat.dwg

4215 Old Red Trail NW

Mandan, ND 58554

Phone: 701-653-5184

Cell: 701-595-2079

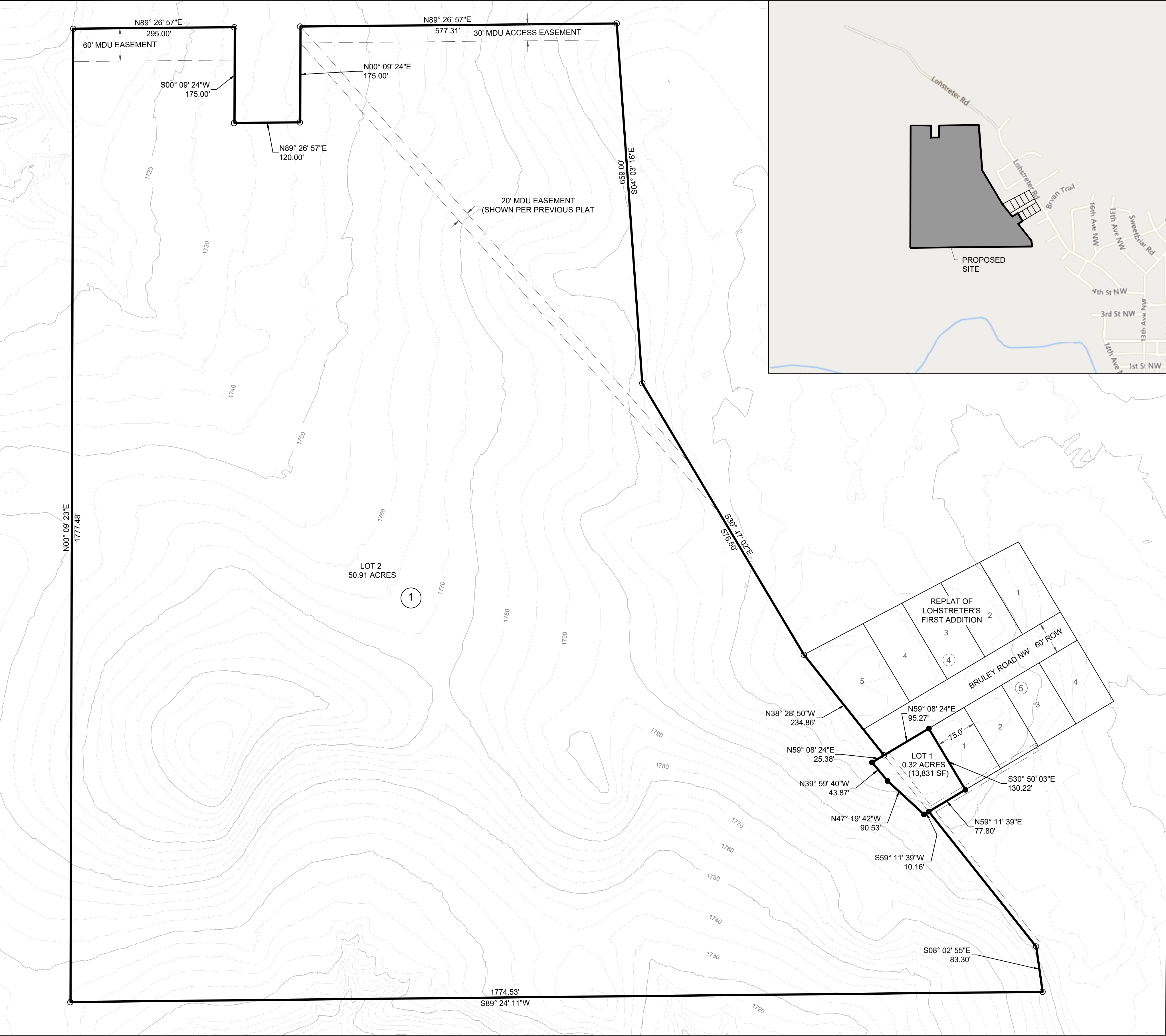
mark@ilsurveynd.com

Independent

Land

Surveying &

Engineering



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.



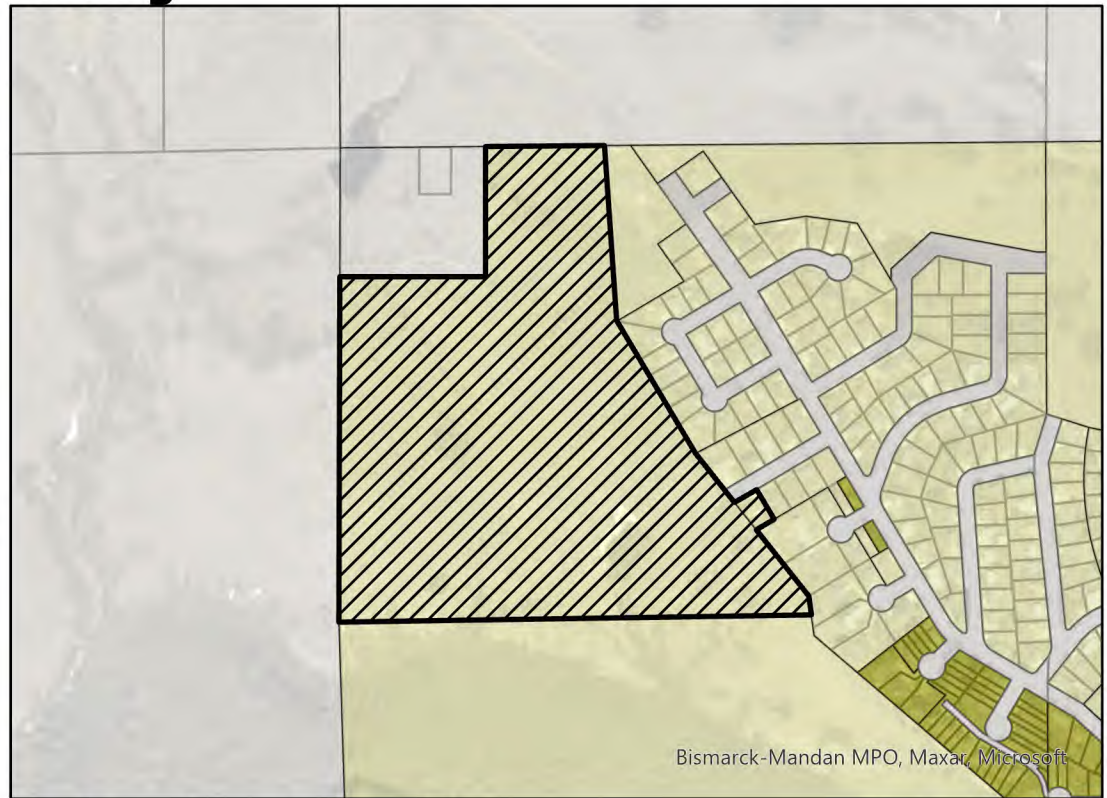
Zoning and Future Land Use Reference Map

Helbling 7th

Zoning

Zoning Map Key

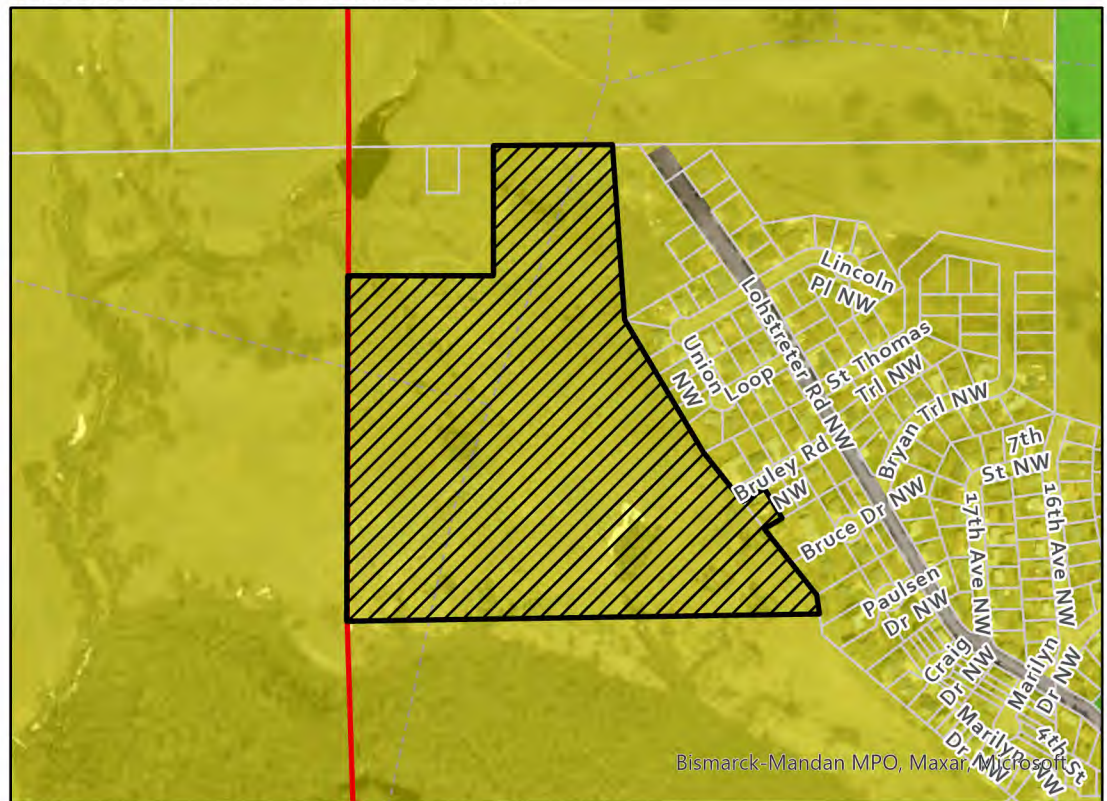
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light 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: January 7, 2025
PREPARATION DATE: December 31, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the raffle permit for Lewis and Clark Wildlife Club

STATEMENT/PURPOSE:

Consider approval of the raffle permit for Lewis and Clark Wildlife Club

BACKGROUND/ALTERNATIVES:

Raffle permit for Lewis and Clark Wildlife Club to be held on 1/10/2025 at the Baymont Inn and Suites. See attached permit.

ATTACHMENTS:

1. Lewis & Clark Wildlife Club

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Lewis and Clark Wildlife Club.

SUGGESTED MOTION:

I move to approve the raffle permit for Lewis and Clark Wildlife Club.

City Commission

Agenda Documentation

January 7, 2025

Subject: Consider approval of the raffle permit for Lewis and Clark Wildlife Club

Page 2 of 2



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (11-2023)

Permit Number
2024-69

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Lewis & Clark Wildlife Club		Dates Authorized (Read Instruction 2) January 10th, 2025	
Organization or Group Contact Person Dave Dewald	E-mail contact.ndwf@gmail.com	Telephone Number 701-390-7196	
Mailing Address PO Box 421	City Bismarck	State ND	ZIP Code 58502

SITE INFO

Site Name Baymont Inn & Suites		County Morton	
Site Address 2611 Old Red Trail NW	City Mandan	State ND	ZIP Code 58554

If the city or county is placing restrictions on the permit, please explain

N/A

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

One time ticket raffle to be drawn on 01/10/2025 at the Baymont Inn and Suites in Conference Room separate from bar and gaming site.

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

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

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

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

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

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Michael Breid	Title of City or County Official Sergeant	Telephone Number 701-667-3250	E-mail Address Mbreid@mandanpd.com
Signature of City or County Official 		Date 12/31/2024	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

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

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Lewis & Clark Wildlife Club		Dates of Activity (Does not include dates for the sales of tickets) 1/10/2025	
Organization or Group Contact Person Dave Dewald	E-mail contact.ndwf@gmail.com	Telephone Number 701-390-7196	
Business Address PO Box 421	City Bismarck	State ND	ZIP Code 58502
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Baymont Inn & Suites		County Morton	
Site Physical Address 02611 Old Red Trl NW	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time event where we will have ice fishing gear theatre ticket raffles for 3 prize packages of outdoor gear (each totally \$750 in value)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Ice Fishing Gear Package, Uplander Package, Tailgate Package	\$2250
Raffle Board	Hand Carved Duck Decoy	2250
0		
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Dave Dewald	Telephone Number 701-471-1046	E-mail Address contact.ndwf@gmail.com
Signature of Organization Group's Permit Organizer <i>David Dewald</i>	Title President	Date 12/18/2024

Information required to be preprinted on a standard raffle ticket:

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

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

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

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.

L&C Raffle for Annual Convention

Prize 1: (\$770 Value) Ice Fishing Package

- StrikeMaster Lithium 40V Ice Auger **\$399.99**
- Rapala R12 Heavy Duty Lithium Electric Fillet Knife **\$119.99**
- Engel 13 Qt. Live Bait Cooler **\$69.99**
- Eagle Claw Ice Rod Carry Case **\$59.99**
- Scheels Outfitters Pro Angler Multi-Species Ice Combo **\$49.99**
- 3 Frabill Arctic Fire Green Tip-Up **\$68.97** (\$22.99 each)

Prize 2: (\$770 Value) Waterfowl Package

- Rig'Em Right X-Factor Layout Blind **\$299.99**
- Lucky Duck Lucky Pair II Decoys **\$169.99**
- Dakota Decoys Mallard Full Body 6-Pack **\$169.99**
- Dakota Decoy Packable Mallard Floater Decoy 6 Pack **\$89.99**
- Legend Calls LXM Mallard Duck Call **\$39.99**

Prize 3: (\$770 Value) Tailgater Package

- Traeger Town and Travel Series Ranger Wood Pellet Grill - Black **\$449.99**
- YETI Roadie 24 Cooler **\$200.00**
- 2 GCI Outdoor Kickback Rocker **\$120.00** (\$60 each)



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 31, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the raffle permit for North Dakota Rural Electric Cooperative Foundation.

STATEMENT/PURPOSE:

Consider approval of the raffle permit for North Dakota Rural Electric Cooperative Foundation.

BACKGROUND/ALTERNATIVES:

Raffle for North Dakota Rural Electric Cooperative Foundation to be held on 2/12/2025. See attached raffle permit.

ATTACHMENTS:

1. ND Rural Electric Cooperative Foundation

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for North Dakota Rural Electric Cooperative Foundation.

SUGGESTED MOTION:

I move to approve the raffle permit for North Dakota Rural Electric Cooperative

City Commission

Agenda Documentation

January 7, 2025

Subject: Consider approval of a raffle permit for North Dakota Rural Electric Cooperative Foundation

Page 2 of 2

Foundation.

**LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (11-2023)

Permit Number

2024-68

Permit Type (check one)



Local Permit



Restricted Event Permit*

Games Authorized



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group

North Dakota Rural Electric Cooperative Foundation

Dates Authorized (Read Instruction 2)

February 12, 2025

Organization or Group Contact Person

Brenna Ohman

E-mail

Bohman@ndarec.com

Telephone Number

701-667-6419

Mailing Address

PO Box 727

City

Mandan

State

ND

ZIP Code

58554**SITE INFO**

Site Name

North Dakota Association of Rural Electric Cooperatives

County

Morton

Site Address

3201 Nygren Dr NW

City

Mandan

State

ND

ZIP Code

58554

If the city or county is placing restrictions on the permit, please explain

N/A

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

One time ticket raffle to be drawn on 02/12/2025.

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

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

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

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

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

(1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.

(2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Michael Breid	Title of City or County Official Sergeant	Telephone Number 701-667-3250	E-mail Address Mbreid@mandanpd.com
Signature of City or County Official 		Date 12/31/2024	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and **send a copy within 14 days** by email to agogaming@nd.gov, fax to (701) 328-3535 or by mail to:

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

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

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

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*Games to be conducted ☐ Raffle by a Political or Legislative District Party☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

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

Name of Organization or Group North Dakota Rural Electric Cooperative Foundation		Dates of Activity (Does not include dates for the sales of tickets) February 18-12, 2025	
Organization or Group Contact Person Brenna Ohman	E-mail bohman@ndarec.com	Telephone Number 701-667-6419	
Business Address 3201 Nygren Dr NW	City Mandan	State ND	ZIP Code 58554
Mailing Address (if different) PO Box 727	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name North Dakota Association of Rural Electric Cooperatives		County Morton	
Site Physical Address 3201 Nygren Dr NW	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle held from 02/10/25 - 02/12/25 one time ticket raffle to be drawn on 2/12/25.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	2 Gift certificates to local butcher shops - \$300 each	600.00
Total (limit \$40,000 per year)		\$ 600.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Brenna Ohman	Telephone Number 701-667-6419	E-mail Address bohman@ndarec.com
Signature of Organization Group's Permit Organizer <i>Brenna Ohman</i>	Title Finance Director	Date Dec 12, 2024

Information required to be preprinted on a standard raffle ticket:

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

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

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

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

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: January 2, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of Administrative Assistant job description

STATEMENT/PURPOSE:

To approve the Administrative Assistant job description.

BACKGROUND/ALTERNATIVES:

The Administrative Assistant position has previously worked under and with the Finance department. It was approved for 2025 to hire for an administrative assistant and restructure the role to work under the Communications and Administrative department. The updated job description reflects these changes in duties and reporting structure.

The grade will remain at grade 12.

Condrey reviewed these changes and recommended this position remain at Grade 12.

ATTACHMENTS:

1. BD03_Administrative Assistant_2024-12-27 -Draft

FISCAL IMPACT:

NA - this position will remain at Grade 12. This position was approved for 2025 year. This is only updates to the job description and updates to the reporting structure.

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the Administrative Assistant job description as presented.

City of Mandan
Administrative Assistant (BD/3)

Revised:	December 2024; Condrey 2025
Department:	Administration / Business Development & Communications
Reports to:	Communications Specialist
Grade	12
Dept. Manager Signature:	
Human Resources Signature:	
City Administrator Signature:	
Employee Signature:	

JOB SUMMARY

This position is responsible for providing customer service and clerical support for administrative and business development and communications department operations.

MAJOR DUTIES

- Answers telephone and greets customers; provides information and assistance to the public; assists in resolving customer complaints and concerns; refers to appropriate personnel; takes messages and receives customer requests and prepares service or work orders.
- Prepares agenda packets for City Commission, Community Beautification Committee, Visitors Committee, Growth Fund, and Renaissance Zone meetings; aids departments with agenda documentation creation; prepares minutes; prepares legal notices; posts agendas and minutes on city website; assists with all City boards/committees as needed.
- Organizes ordinances and resolutions; assigns ordinance numbers; forwards ordinances to Municode; orders, removes, and replaces annual supplement updates for City Attorney, Administration, and court code books.
- Processes annual business license and permit renewal applications.
- Assists with record purges and disposals; determines records to be included in record retention schedules; reviews schedules and submits records series updates/corrections to the State Records Management Program; establishes and maintains a variety of files and records; scans documents.
- Maintains office supply inventory; reorders as needed.
- Drafts, composes and types memoranda, letters and other correspondence.
- Updates the city website and assists with general communication duties.
- Assists with elections.

City of Mandan
Administrative Assistant (BD/3)

- Provides public information & program assistance related to overall city services.
- Sorts and distributes mail.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office principles and practices.
- Knowledge of customer service principles and practices.
- Knowledge of city and department policies and procedures.
- Knowledge of computers and job-related software programs, including the Microsoft Office Suite.
- Skill in performing basic mathematical calculations.
- Skill in prioritizing and organizing work.
- Skill in the provision of customer services.
- Skill in the maintenance of files and records.
- Skill in the operation of standard office equipment.
- Skill in interpersonal relations and in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

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

GUIDELINES

Guidelines include open records laws, public meetings laws, and city and department 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 customer service duties and clerical duties for administration and business development & communications department operations. The unique nature of customer requests and frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide customer service and clerical support for administrative and business development & communications department operations. Successful performance contributes to the efficiency and effectiveness of those operations.

CONTACTS

- Contacts are typically with co-workers, other city employees, customers, and the general public.
- Contacts are typically to provide services and to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or while intermittently sitting, standing, or stooping.
- The work is performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform customer and clerical service, and mathematical calculations at a level commonly associated with completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain a valid driver's license issued by the State of North Dakota for the type of vehicle or equipment operated.



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: January 2, 2025
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of updates to the Communication Specialist job description

STATEMENT/PURPOSE:

To approve the updates in the Communication Specialist Job Description.

BACKGROUND/ALTERNATIVES:

With the recommended updates made to the Administrative Assistant position now reporting under Communications/admin department, the Communication Specialist Job Description has been updated to reflect supervisory duties of the role. With these additional duties being added, it is recommended moving this position from a grade 19 to a grade 20.

Condrey has reviewed and recommended the updated grade changes.

See attached the requested updates to the job description.

ATTACHMENTS:

1. BD02 - Communications Specialist - 12-20-2024-Draft

FISCAL IMPACT:

Currently at Grade 19 - \$30.61 - \$45.91
Requesting to move to Grade 20 - \$32.16 - \$48.24

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve as presented.

SUGGESTED MOTION:

I move to approve the Communication Specialist job description updates as presented.

City of Mandan
Communications Specialist (BD/2)

Revised:	Condrey 2021; Sept. 2022; Condrey 2025
Department:	Business Development and Communications
Reports to:	Business Development and Communications Director
Grade	20
Dept. Manager Signature:	
Human Resources Signature:	
City Administrator Signature:	
Employee Signature:	

JOB SUMMARY

This position develops and implements the city's communications and community services operations and oversees the administrative duties of the administration and business development & communications department.

MAJOR DUTIES

- Prepares monthly city print and electronic newsletters; researches and writes articles; edits submitted articles; prepares graphics, publication layout, and design.
- Manages and updates the city website; develops fillable PDF forms for online placement.
- Creates, edits, and publishes content on the website and social media sites.
- Responsible for media relations, including writing and distributing news releases, coordinating media interviews, and responding to emergency or urgent situations.
- Develops brochures, flyers, and other graphical materials for print and online publication; composes and drafts a variety of correspondence; photographs city events.
- Organizes and conducts events, workshops, and programs.
- Develops presentation materials for the Mayor and other city leaders.
- Makes meeting arrangements; maintains records of various committees and boards; serves as primary staff liaison to the Community Beautification Committee and Mandan youth leadership initiative and Leadership Pride and Image Committee; organizes the annual community clean-up day; prepares meeting notices and agenda packets.
- Directs outreach activities.
- Assists with the administration of various business incentive programs.

- Determine and implement overall community marketing strategy.
- Oversees and supports Administrative Assistant duties, including preparing agenda packets for City Commission meetings; adds agenda documents for departments; prepare minutes; prepares legal notices; posts agenda and minutes on city website.
- Manages and oversees agenda management system for public meetings posted by the city. Provides training to employees on agenda management updates, changes and effective utilization within the system.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the AP Style Guide.
- Knowledge of graphic design principles.
- Knowledge of website and social media management principles.
- Knowledge of public relations and communications principles and practices.
- Knowledge of computers and job-related software programs.
- Skill the development and newsletters and other forms of communication.
- Skill in coordinating meetings and events.
- Skill in website and social media platform management.
- Skill in interpersonal relations and in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Business Development and Communications Director and the City Administrator assign work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

GUIDELINES

Guidelines include the AP Style Guide and city and department policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied communications and community service coordination duties. The multi-faceted nature of the work contributes to the complexity of the position.
- The work consists of management, supervisory, and administrative duties. Strict regulations contribute to the complexity of the position.
- The purpose of this position is to develop and implement the city's communications and community service activities. Success in this position contributes to effective communication with employees and the general public and to the successful provision of community services.

CONTACTS

- Contacts are typically with co-workers, other city personnel, school system employees, local business owners, elected and appointed officials, members of the news media, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee frequently lifts light and occasionally heavy objects and distinguishes between shades of color.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has functional supervision over the Administrative Assistant in the Business/Admin Department.

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 associated with the completion of an apprenticeship/internship or having had a similar position for three to five years.



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: January 6, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Correction to Rock Prairie Estates Annexation

STATEMENT/PURPOSE:

Correction to Rock Prairie Estates Annexation

BACKGROUND/ALTERNATIVES:

To address a boundary correction for Rock Prairie Estates Addition, this affidavit of correction must be filed at the Morton County Records Office.

Ordinance 1400 was recorded with a mistaken legal description. It should have matched the legal description on the approved final plat of Rock Prairie Estates as the boundaries between the ordinance and the final plat differed slightly due to alterations made to the final plat. The affidavit also includes the portion of trunk sewer recently constructed as part of the 2024 trunk sewer extension in this area.

ATTACHMENTS:

1. AFFIDAVIT OF CORRECTION
2. ROCK PRAIRE FINAL 4.11.23

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends approval of the affidavit.

SUGGESTED MOTION:

I move to approve the affidavit.

AFFIDAVIT OF CORRECTION

The Board of City Commissioners of the City of Mandan, having approved Ordinance No. 1400, filed as Document #511292, and Ordinance No. 1450, filed as Document #520681 in the Morton County Recorder's office, hereby certifies the following:

Ordinance No. 1400 contained a metes and bounds legal description intended to match that of Rock Prairie Estates Addition to the City of Mandan, filed as Document #519258. As the boundary for Rock Prairie Estates Addition to the City of Mandan was altered after Ordinance No. 1400 was filed, Ordinance No. 1450 was filed to correct the annexation. The Affidavit of Correction certifies that Ordinance No. 1450, is the correct annexation route and Ordinance no. 1400 should be disregarded.

The annexation legal description for Ordinance No. 1450 is as follows:

ALL OF ROCK PRAIRIE ESTATES ADDITION TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA IN SECTION 7, TOWNSHIP 139 N., RANGE 81 W.

AND

ALL THAT PART OF AUDITOR'S LOT H OF THE SW 1/4 OF SECTION 7, TOWNSHIP 139 NORTH, RANGE 81 WEST, MANDAN, MORTON COUNTY, NORTH DAKOTA—A STRIP OF LAND 30.00 FEET WIDE, 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE TERMINATION OF THE WESTERN CENTERLINE OF THE BLACKSTONE LANE NW RIGHT-OF-WAY OF ROCK PRAIRIE ESTATES ADDITION; THENCE NORTH 88 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF 876.79 FEET; THENCE SOUTH 66 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 190.35 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 243.68 FEET, EXTENDING AND TRIMMING THE SIDELINES TO INTERSECT THE EAST LINE OF SAID ROCK PRAIRIE ESTATES.

I, James Froelich, President of the Board of City Commissioners of the City of Mandan, declare, under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

STATE OF _____)
) SS
COUNTY OF _____)

JAMES FROELICH, PRESIDENT
BOARD OF THE CITY COMMISSIONS
CITY OF MANDAN
205 2ND AVE NW
MANDAN, ND 58554

On this ____ day of _____, 2025, before me appeared JAMES FROELICH, known to me to be the person that is described in and that _he executed the foregoing instrument, and acknowledged that _he executed the same.

Notary Public, _____ County, ND
My Commission Expires: _____

MANDAN, MORTON COUNTY, NORTH DAKOTA



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



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 16, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Preliminary Engineering Reimbursement Agreement for the I-94 Chip Seal Project

STATEMENT/PURPOSE:

To consider a preliminary engineering reimbursement agreement with the North Dakota Department of Transportation (NDDOT)

BACKGROUND/ALTERNATIVES:

The NDDOT had excess federal funds that needed to be obligated in 2024. The Bismarck District office identified a preventative maintenance project on the interstate through town. This project would include chip-sealing the travel lanes, ramps, and crossovers on I-94.

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

The NDDOT is requesting that the City sign a preliminary engineering reimbursement agreement for the project. This agreement essentially states that the City agrees to move forward with the project and, in the event that the City retracted its support, would reimburse the NDDOT for engineering costs accrued during the design phase.

ATTACHMENTS:

1. Reimbursement Agreement
2. ND 810 Cost Estimate

FISCAL IMPACT:

The total estimated cost to the City for this project is \$34,232, which is 10% of the estimate included in the commission packet. The Finance department indicated that the City would be able to pay for its share out of the 1% Sales Tax fund.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To enter into the agreement as presented.

SUGGESTED MOTION:

I move to enter into the agreement and authorize the use of 1% sales tax funds to pay for the City's share of the project.

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 12/13/2024

SUBJECT: Preliminary Engineering Reimbursement Agreement for Project NHU-1-810(035)000 PCN 24543

This contract is a Preliminary Engineering Reimbursement agreement with City of Mandan on ND 810 from Memorial Highway to the Expressway Bridge project.

Contract # 38241605

- The type of work is Chip Seal
 - City agrees for the NDDOT to proceed with the development of the project.
 - City agrees to reimburse NDDOT for engineering costs if City terminate the project.
-
- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Jarek Wigness - Mandan City Engineer
City of Mandan Officials
Seng Marohl
Legal
Chad Orn

NDDOT Contract No. 38241605
Project No. NHU-1-810(035)000
PCN No. 24543

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Mandan, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with the Chip Seal project on ND 810 from Memorial Highway to the Expressway Bridge; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



Executed by the city of Mandan, at Mandan North Dakota, the last date below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

12/13/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-24



Cost Estimate

Project Number:	Bid Opening:	11/20/2024
PCN:	Estimate Scope:	
Length	Tied Project(s):	
City:		
County:	Prepared By:	dchristenson
Work Description:		
Location:		

Spec	Code	Item Description	Unit	Quantity	Unit Cost	Total Cost
103	0100	CONTRACT BOND	L SUM	1	\$3,000.00	\$3,000.00
420	0405	SEAL COAT	SY	72779	\$2.20	\$160,113.80
702	0100	MOBILIZATION	L SUM	1	\$50,000.00	\$50,000.00
704	0100	FLAGGING	MHR	100	\$60.00	\$6,000.00
704	1000	TRAFFIC CONTROL SIGNS	UNIT	3000	\$2.60	\$7,800.00
704	1048	PORTABLE RUMBLE STRIPS	EA	1	\$1,000.00	\$1,000.00
704	1052	TYPE III BARRICADE	EA	20	\$120.00	\$2,400.00
704	1060	DELINEATOR DRUMS	EA	75	\$30.00	\$2,250.00
704	1067	TUBULAR MARKERS	EA	200	\$7.00	\$1,400.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	EA	2	\$1,400.00	\$2,800.00
762	0111	EPOXY PVMT MK 12IN LINE	LF	5086	\$1.90	\$9,663.40
762	0112	EPOXY PVMT MK MESSAGE	SF	320	\$17.00	\$5,440.00
762	0114	EPOXY PVMT MK 6IN LINE	LF	19247	\$0.69	\$13,280.43
762	0117	EPOXY PVMT MK 24IN LINE	LF	442	\$25.00	\$11,050.00
762	0131	EPOXY PVMT MK 6IN LINE-GROOVED	LF	21838	\$1.57	\$34,285.66
762	0460	SHORT TERM PAINTED LINE-SEAL JOBS	LF	3600	\$0.20	\$720.00
					Subtotal	\$311,203.29

Estimate Summary and Totals

Engineering Percent: 10.00%

Subtotal:
\$311,203.29 + 10.00% Engineering = \$342,323.62



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 27, 2024
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Growth Fund Committee recommendation on fire sprinkler assistance for 1702 E Main St

STATEMENT/PURPOSE:

To consider a Mandan Growth Fund (MGF) Committee recommendation to provide up to \$10,000 in matching funds to Discovery Properties LLC for installation of a fire sprinkler system at 1702 E Main St to accommodate use of a vacant space being converted into a childcare center.

BACKGROUND/ALTERNATIVES:

The MGF discussed this topic held December 11, 2024. Discovery Properties LLC will be closing the sale of the building at 1702 E Main St. this coming spring of 2025 with plans to convert the building into a childcare center.

Discovery Properties LLC will operate as the property management company with Discovery Kids as the childcare center of a capacity of up to 200 children. In order for the facility to meet all regulatory compliance standards required for childcare operations, the installation of a fire sprinkler system is necessary. The estimated cost for installing the system is \$59,031. In addition to the sprinkler system, Nova Fire Protection will install a fire/smoke monitoring system with pull stations and a central panel.

The applicant is seeking \$10,000 in matching funds for the sprinkler system and will exceed the 50% match requirement.

ATTACHMENTS:

1. Nova Fire Quote

FISCAL IMPACT:

The MGF has an uncommitted balance for economic development projects of approximately \$227,073.42 as of December 31, 2024. The proposal limits assistance per project to no more than \$10,000.

STAFF IMPACT:

Staff time will be required for conveyance of the necessary program participating agreement, expense review and reimbursement plus follow-up.

LEGAL REVIEW:

City Attorney Amy Oster will draft a Promissory Note and Forgivable Loan Agreement if the request is approved.

RECOMMENDATION:

The MGF voted 7-0 (with two members absent) to recommend providing 50% matching funds not to exceed \$10,000 to be structured as a forgivable loan for the installation of a fire sprinkler system at 1702 E Main St.

SUGGESTED MOTION:

I move to approve providing 50% matching funds, not to exceed \$10,000, to be structured as a forgivable loan for installation of a fire sprinkler system at 1702 E Main St.

NOVA

FIRE PROTECTION, INC.

11/11/2024

Bid ID: 15806

DISCOVERY PROPERTIES LLC
Attn: Steven Featherston
3279 BETHANY LOOP
BISMARCK, ND 58503

P: (701) 934-1258
F:
E: featherston.steven@gmail.com

Job: **Discovery Kids Academy**
1702 East Main Street
Mandan, ND 58554

Proposal

SCOPE:

Design and install a wet-type Fire Sprinkler System in accordance with NFPA 13 (2016 edition) for the 13,284 SF project referenced above. Price figures that the cavity above the new/existing ceilings will maintain a minimum temperature of 40 degrees during the winter months. Areas where there is existing gypsum ceilings will need to have access points cut to allow us to install the piping above them. These areas will need to be patched by others after the installation is complete and tested.

Starting point will be the water service flange (6" diameter minimum) inside the building. At this location control equipment will be furnished and installed for a single wet-riser and Fire Department Connection. Weatherproof horn/strobe device will also be furnished, but installation shall be completed by others.

Design: Occupancy designations and associated spacing constraints will be per NFPA 13. Price is based on an adequate city water supply to support the fire sprinkler system design specified.

Sprinkler Heads & Materials: Sprinkler coverage for areas with a finished ceiling are provided by semi-recessed pendant heads fed off pipe concealed above the ceiling. Areas without a finished ceiling will be protected by upright heads fed off exposed-to-view pipe.

All piping will be steel; Sch.7 type will be used for grooved applications and Sch.30 will be used for threaded applications. All materials are in accordance with NFPA 13.

Drawings, Permits, & Sales Tax: Design drawings are included and will be submitted to local Authority Having Jurisdiction. Applicable building permits and sales tax are included.

Items NOT included in this proposal:

Underground piping
Electrical wiring
Fire alarms
Painting exposed pipe

Base Bid for the scope of work above is..... \$59,031.00

Alternate #1 Scope:

Provide of the cavity above the existing hard lid ceilings should there be wood present above them.

Alternate #1: Add \$4,657.00

NOVA

FIRE PROTECTION, INC.

We appreciate the opportunity to submit this proposal and look forward to working with your company. Prices are valid for 30 days from date above.

Sincerely,

Chad Johnson

Chad Johnson, Project Manager

c: (701) 831-1214

e: chad@novafire.com

Acceptance: The above price, scope, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Progress payments will be paid within thirty days of invoice.

Check All that Apply: ☒ Base Bid
☐ Alternate #1

Accepted by: _____ PO #: _____ Date: _____



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider Re-executing Purchase Agreement for City-owned lot 606 Collins Avenue (PIN: 65-3294000)

STATEMENT/PURPOSE:

Consider Re-executing Purchase Agreement for City-owned lot 606 Collins Avenue (PIN: 65-3294000)

BACKGROUND/ALTERNATIVES:

The City of Mandan has historically acquired property for various reasons, most commonly through property tax forfeiture. In the past, these properties were sold through a bidding process, with ownership transferring to the highest bidder. However, as the inventory of such properties grew, the City determined that listing them with a real estate agent would be more effective. This approach prioritized returning the properties to private ownership, allowing for potential development.

At the time of the original sale approval, the lot in question had been listed and made publicly available in accordance with City ordinance. On May 16, 2023, the City Commission approved a resolution to make this property available for purchase. As expected, an offer was received from neighboring property owners Justin and Chelsie Morrow of 604 Collins Avenue. The Morrows offered \$250.00 for the property, intending to use it for the construction of an accessory building. The property had been listed for \$500.00. The Morrow's original inquiry drew to City Staff's attention that this property was publicly owned and could potentially be transferred to private hands.

Subsequently, at the June 6, 2023, City Commission meeting, the Morrows formally requested approval to purchase the property. The Commission approved the sale, contingent upon the buyers replatting the lot to combine it with their existing property at 604 Collins Avenue. This decision aligned with the City's goal of transferring ownership of its surplus properties while supporting private investment.

After the initial approval, the Morrows expressed interest in acquiring an additional portion of land—a portion of the east-west leg of the alley within the same block. However, the City ultimately declined this request.

Due to more than a year passing without the transaction being finalized, and with a new City Commission now in place, we are seeking formal re-approval of the original action. This procedural step ensures continuity in completing the transaction under the original terms.

The conditions of the sale remain unchanged, requiring the buyers to hire a surveyor and submit a minor plat application for approval.

ATTACHMENTS:

1. Executed Purchase Agreement 606 Collins Ave
2. Location Map
3. IMAGES

FISCAL IMPACT:

Minor positive fiscal impact from proceeds of lot sale and return to private ownership.

STAFF IMPACT:

A considerable amount of staff time has gone into reviewing this request.

LEGAL REVIEW:

The City Attorney has reviewed this item as part of the agenda packet.

RECOMMENDATION:

Staff recommends re-entering into the purchase agreement and to sell the property contingent upon the conditions described within the agreement.

SUGGESTED MOTION:

I move to approve the sale of 606 Collins Avenue contingent upon the conditions of the purchase agreement.

**LAND ONLY** PURCHASE AGREEMENT # 53023DS**PAGE 1**

This form is approved by the Bismarek Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 5-30-2023 MLS Listing # 4007913 Page 1 of 6 Pages**GOVERNING LAW** This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).Buyer(s) Justin & Chelsie Morrow has/have agreed topay two hundred fifty Dollars (\$ 250)for the Property at: Street Address 606 Collins AveCity of Mandan County of Morton State of ND Zip 58554Legally described as: Less N 20' -4341 Lot 7, Block 74, First Northern Pacific AdditionIs there a manufactured home attached or unattached to the property? Yes x NoThe sum of one hundred Dollars (\$ 100) from Buyer(s) by (Check one):
x Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on 5 days after accepted offer or before the next business day after acceptance or in the trust account ofOaktree Realtors, (Check one): x Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____. Seller has the right to terminate this Agreement if earnest money is not received as agreed herein. Financing, if any, shall be as follows: cash purchase**PRE-APPROVAL:** Buyer(s) shall provide Seller(s) within xxxx days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement.

If financing fails after the contingency completion date, earnest money shall be released:

x to Buyer _____ to Seller _____ Other Agreement: _____; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: land onlyThe following personal property is excluded: land onlySeller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) _____ and (date) _____ unless specified as follows: closingHomeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closingBuyer(s) Initials: JM CM Date: 05/31/23 Seller(s) Initials: gn Date: 6.6.23 (Rev. 12/21)

**LAND ONLY** PURCHASE AGREEMENT # 53023DS

PAGE 2

REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and Buyer(s) as of closing, 20 . **Buyer(s) is advised to verify all tax information.**

SPECIAL ASSESSMENTS shall be paid as follows: **Annual Installments:** Estimated annual installment due for the year of closing shall be paid by: **(Check one):** ☒ Buyer(s) and Seller(s) shall prorate as of the date of closing or ☐ Seller(s) shall pay on date of closing. **Buyer(s) is advised to verify all special assessments information.**

UNPAID BALANCE: (Check one): ☒ Buyer(s) shall assume or ☐ Seller(s) shall pay on the date of closing the balance of special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for completed special improvements, which have not been certified for collection.

Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the date of closing.

CLOSING AND POSSESSION: Closing shall take place on or before 60 days after accepted offer. Seller shall deliver possession of property on . Settlement fee to be paid by (Check one): ☒ Buyer(s) ☐ Seller(s). Other: . Settlement and commitment fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database and grants permission to use of the information by MLS participants and related government entities for comparable sales reports and statistics.

DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a quit claim deed (Warranty Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection; (D) Prior reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows (unless specified, not subject to tenancies):

(G) Others (must be specified in writing):

MINERALS: In accordance with North Dakota Century Code 47-10-24, unless specifically excluded. Minerals and Royalties transfer with the surface estate; and, in accordance with North Dakota Century Code 47-10-25 the Gravel, Clay and Scoria transfer with the surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are advised to seek independent legal counsel regarding any reservation of minerals and to address such reservations in a separate agreement or addendum.

~~**TITLE AND EXAMINATION:** Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy of Title Insurance.~~

ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in Purchase Agreement.

Buyer(s) Initials: MM CM Date: 05/31/23 Seller(s) Initials: gjn Date: 6/6/23 (Rev. 12-21)

**LAND ONLY PURCHASE AGREEMENT # 53023DS**

PAGE 3

RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

INSPECTIONS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material matter to the Buyer(s), it must be verified by the Buyer(s).

SELLER(S) WARRANTIES:

Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.

Seller(s) warrants that there is a right of access to the Property from a public right of way.

Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject Property.

Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to Buyer(s) promptly.

~~Seller(s) warrants that the Property is directly connected to: City Sewer: yes no Well: yes no~~
~~Water system is: City Rural. If rural, will membership be transferred? yes no N/A~~

FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any liability.

BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports concerning the Property obtained by Buyer(s).

MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney General's web site at <http://www.sexoffender.nd.gov/>.

DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the

Buyer(s) Initials: JM CM Date: 05/31/23 Seller(s) Initials: JN Date: 6-12-23 (Rev. 12.21)



LAND ONLY PURCHASE AGREEMENT # 53023DS

PAGE 4

earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance.

CONTINGENCIES: All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to the satisfaction of those contingencies which are initialed below by both parties.

Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) _____ (contingency completion date), all contingencies agreed to in items 1 through 10 below shall be addressed to completion. If Seller is obligated to provide documents to Buyer, the contingency completion date shall be extended so that Buyer has 72 hours following receipt of all such documents within which to deliver notice of termination.

Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.		BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.			
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections. Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System Well Other			
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.			
4. LEASES: Seller(s) to provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.			
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.			
6. RESTRICTIONS AND COVENANTS: Buyer(s) to obtain and review any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.			
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.			
8. SURVEY: Buyer(s) to obtain a survey of the property. conducted at (check one): _____ Buyer's expense or _____ Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.			
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.			
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at _____ Buyer's expense or _____ Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.			

OTHER CONTINGENCIES:

A. APPRAISAL CONTINGENCY: Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price. If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one) _____ does _____ does not apply (see attached addendum made a part of this contract, if applicable).

Buyer(s) Initials: IM CM Date: 05/31/23 Seller(s) Initials: JN Date: 6-6-23 (Rev 12/21)

**LAND ONLY** PURCHASE AGREEMENT # 53023DS

PAGE 5

C. CLOSING OF BUYER'S PROPERTY: (This provision to be used if Buyer's property is under contract at the time of offer): **(check one)** does x **does not apply** Buyer's obligation to purchase is contingent on closing of Buyer's property at (address) _____ Buyer(s) to provide written evidence within _____ days showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous sentence, may elect to terminate this **Agreement**, with earnest **money** to be returned to the Buyer(s).

PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

SPECIAL CONDITIONS:

-Buyer is responsible for any costs associated with updating an abstract or owner's title insurance policy, if buyers chooses.

-Buyer acknowledges that if the property has no access to or from a public right of way, buyer waives the right to demand such access and acknowledges that he seller is under no obligation to provide such access.

-Buyer to complete a minor plat combination to include survey and minor plat application at buyer's expense to combine 606 Collins Ave with buyer's property located at 604 Collins Ave and to be recorded prior to closing.

RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE: Darren Schmidt (____ Agent x Broker)
Oaktree Realtors
 Brokerage

Stipulates that she/he is representing the (Check one): ☒ Seller(s) ☐ Buyer(s) ☐ Neither Party ☐ Both Parties in this transaction. The **listing agent** or broker stipulates that she/he is representing the Seller(s) in this transaction.

APPOINTED AGENCY REPRESENTATION: Applies to in-house transactions only. Appointed agency (Check one): Does Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

DUAL AGENCY REPRESENTATION: Dual agency representation (Check one): Does Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;

(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.

Buyer(s) Signature _____ Date _____

Seller(s) Signature _____ Date _____

Buyer(s) Signature _____ Date _____

Seller(s) Signature _____ Date _____

Buyer(s) Initials: MM CM Date: 05/31/23

Seller(s) Initials: AN Date: 6.6.13 (Rev 12/21)

**LAND ONLY** PURCHASE AGREEMENT # 53023DS

PAGE 6

This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered and received by Buyer(s)'s Agent or Broker, or Buyer (if not represented) by (date) _____ at (time) _____ (Check one): _____ am _____ pm C.T. or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed ~~withdrawn~~ and the Buyer(s)'s earnest money shall be returned.

Chelsie Morrow

05/31/23

Buyer's Signature

604 Collins Ave

Address

Mandan, ND 58554

City, State, Zip

Justin Morrow

05/31/23

Buyer's Signature

604 Collins Ave

Address

Mandan, ND 58554

City, State, Zip

ACCEPTANCE

A Counter Offer(s) (Check one): _____ Is ☒ Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions of the Counter Offer shall be controlling.

The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): ☒ the Seller(s) exclusively; or _____ both the Buyer(s) and Seller(s).

Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: Darren Schmidt

Brokerage: Oaktree Realtors Telephone: 226-5942

The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s) Agent or, if the Buyer is not represented by an agent, to the Buyer.

The undersigned agree to sell the Property on the terms and conditions herein stated.

Seller's signatures authorizes closing agent to obtain applicable mortgage information (i.e. mortgage balance, interest rate, payoff and/or assumption figures, etc.) and to obtain the aforementioned Owner's Policy of Title Insurance and/or abstract of title and further authorizes the release of this policy and/or abstract to closing agent.

Seller's Signature

Date

Seller's Signature

Date

Seller's Name Printed

Seller's Name Printed

Seller's Address

Seller's Address

City, State, Zip

City, State, Zip

Marital status (**REQUIRED** by Title companies): city of Mandan

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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(REV. 12/21)



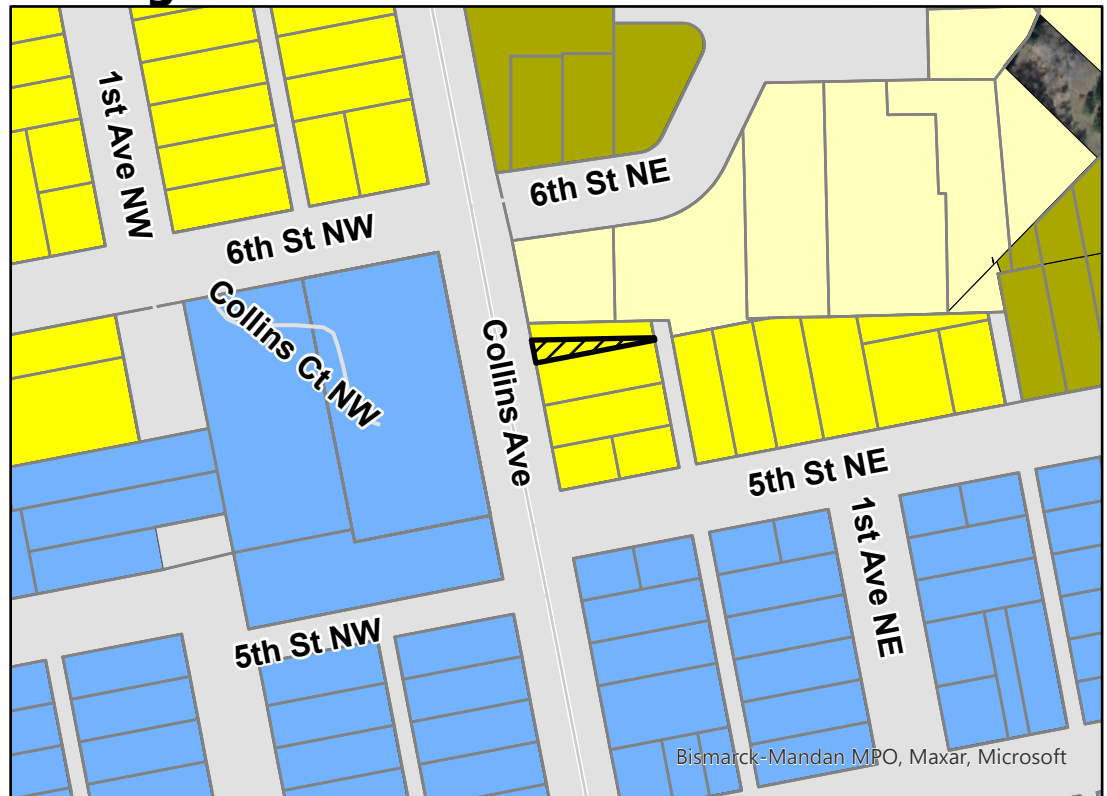
Zoning and Future Land Use Reference Map

City Lot to be listed for sale

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
- Planning Activities
- Parcels
- State and Federal Roads
- 08-City Primary Streets
- 09-City Secondary Streets
- 11-City Trailer Court Streets
- 12-City Private Dr
- StateandFederalRoadsse_M

Zoning



Future Land Use Plan

Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- Future Roadway Alignment
- Planning Activities
- May Planning Activities
- City Limits
- ETA Line
- State and Federal Roads

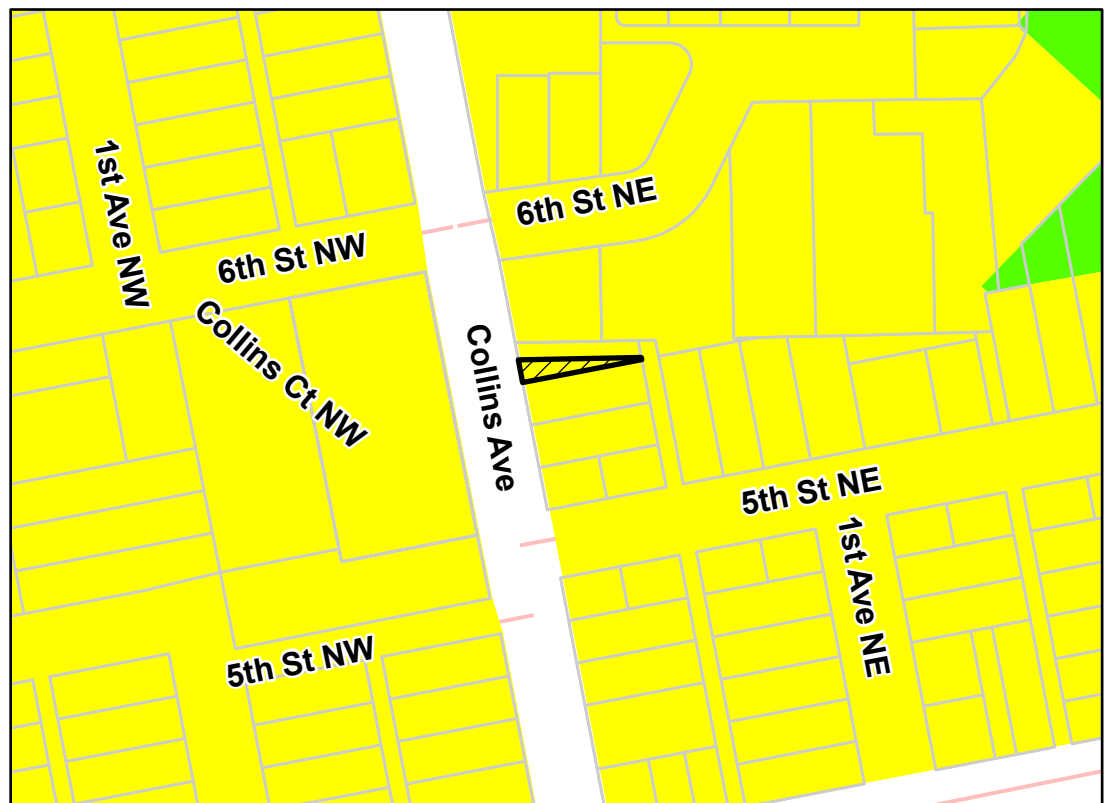
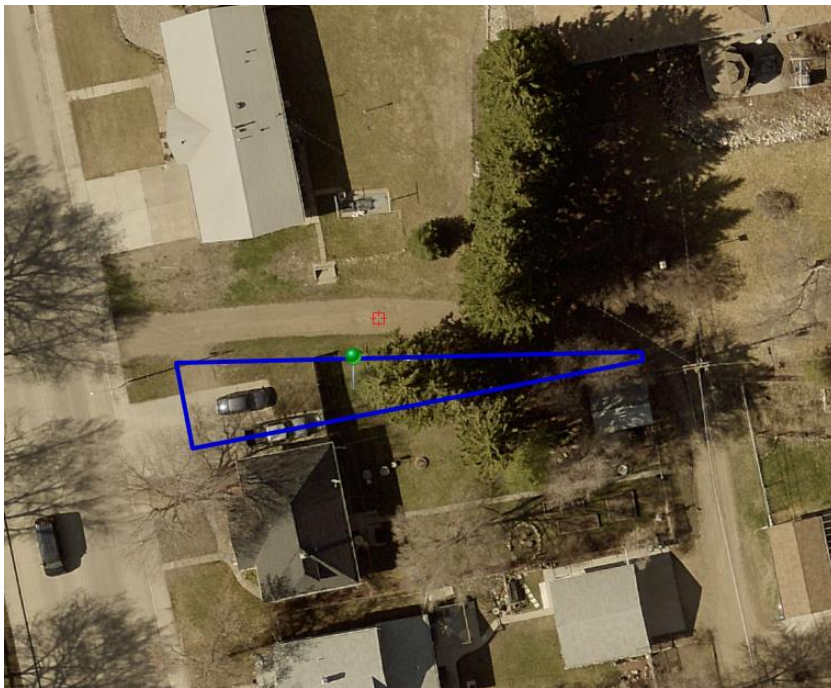


EXHIBIT 2





City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 17, 2024
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider resolution authorizing a loan application for the 2025 Reconstruction Project - Monte Drive

STATEMENT/PURPOSE:

To consider a resolution authorizing staff to provide information and submit loan applications related to the 2025 Monte Drive reconstruction project.

BACKGROUND/ALTERNATIVES:

The Monte Drive reconstruction project is expected to be ready for bidding in early spring. For larger improvement projects, such as this, the City often utilizes low-interest State Revolving Fund (SRF) loans for financing. These loans require a resolution from the governing body that authorizes staff to provide relevant information and submit loan applications.

ATTACHMENTS:

1. Resolution of Governing Body

FISCAL IMPACT:

Utilizing the SRF loan program gives the City flexibility for loan repayment and a 2% interest rate. These both translate into project cost savings that are passed onto the citizens of Mandan.

STAFF IMPACT:

Minor coordination working with consultants and the North Dakota Department of Environmental Quality.

LEGAL REVIEW:

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

City Commission

Agenda Documentation

January 7, 2025

Subject: Consider a resolution authorizing a loan application for the 2025 Reconstruction Project -

Monte Drive

Page 2 of 2

RECOMMENDATION:

To approve the resolution, as presented.

SUGGESTED MOTION:

I move to approve the resolution authorizing loan application, as presented.

RESOLUTION OF GOVERNING BODY OF APPLICANT

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED the Mandan City Commission:

1. That Jim Neubauer, City Administrator and Greg Welch, Finance Director, be and are hereby authorized to execute and file an application on behalf of the Mandan City Commission with the North Dakota Department of Environmental Quality for a loan to aid in the construction of:

The 2025 Reconstruction Project – Monte Drive

2. That Jim Neubauer, City Administrator and Greg Welch, Finance Director, be and are hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting Administrator and Finance Director of the City of Mandan does hereby certify:

That the attached resolution is true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the Mandan City Commission, duly held on the 7th day of January, 2025; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 7th day of January, 2025.

Signature of Recording Officer
Title of Recording Officer
City Administrator

Signature of Recording Officer
Title of Recording Officer
Finance Director



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Utility Maintenance & Finance
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Resolution establishing rates and charges for water meters

STATEMENT/PURPOSE:

To consider the Resolution establishing rates and charges for water meters from the Utility Maintenance department.

BACKGROUND/ALTERNATIVES:

Annually, staff evaluates the cost to purchase the meters and coordinates with the finance department to establish the price charged to citizens when they purchase a meter for new construction. It should be noted that these prices are subject to change depending on the supply chain and must be verified at the time of purchase.

ATTACHMENTS:

1. Water Meter Prices Resolution 2025

FISCAL IMPACT:

Minimal fiscal impact is expected

STAFF IMPACT:

None

LEGAL REVIEW:

The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION:

To approve the Resolution establishing rates and charges for water meters for new construction from the Utility Maintenance department.

City Commission

Agenda Documentation

January 7, 2025

Subject: Consider a Resolution establishing rates and charges for water meters

Page 2 of 2

SUGGESTED MOTION:

I move to approve the Resolution establishing rates and charges for water meters for new construction from the Utility Maintenance department.

RESOLUTION ESTABLISHING WATER METER PRICES FROM THE UTILITY MAINTENANCE DEPARTMENT

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to Section 117 of the Mandan Code of Ordinances, that the water meter prices, including sales tax and labor, from the Utility Maintenance department shall be as follows:

PRICE SCHEDULE

<u>Water Meter</u>	<u>Price</u>
5/8"	\$508 <u>\$520</u> (verify current price)
3/4"	\$524 <u>\$526</u> (verify current price)
3/4" (1" line)	\$924 <u>\$926</u> (verify current price)
1"	\$814 <u>\$824</u> (verify current price)
1 1/2"	\$2,185 <u>\$2,266</u> (verify current price)
2"	\$2,568 <u>\$2,610</u> (verify current price)
3"	\$3,357 <u>\$3411</u> (verify current price)
4"	\$5,729 <u>\$5,801</u> (verify current price)
6"	\$9,703 <u>\$9845</u> (verify current price)

BE IT FURTHER RESOLVED that the water meter prices, including sales tax and labor, from the Utility Maintenance department shall be effective as of January 7, 2025.

Dated this 7th day of January 2025.

President, Board of City Commissioners

Attest:

City Administrator



City Commission

Agenda Documentation

MEETING DATE: January 7, 2025
PREPARATION DATE: December 30, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Second consideration of Ordinance 1459 a Planned Unit Development (PUD) Amendment for Cove at Lakewood Addition.

STATEMENT/PURPOSE:

Second consideration of Ordinance 1459 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 recommends approval of the second and final consideration of Ordinance 1459.

SUGGESTED MOTION:

City Commission

Agenda Documentation

January 7, 2025

Subject: Second consideration of Ordinance 1459 for Cove at Lakewood Planned Unit Development (PUD) Amendment

Page 7 of 7

I move to approve the second consideration of Ordinance 1459.

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 10/28/2024
--------------------------------	---	--------------------

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.

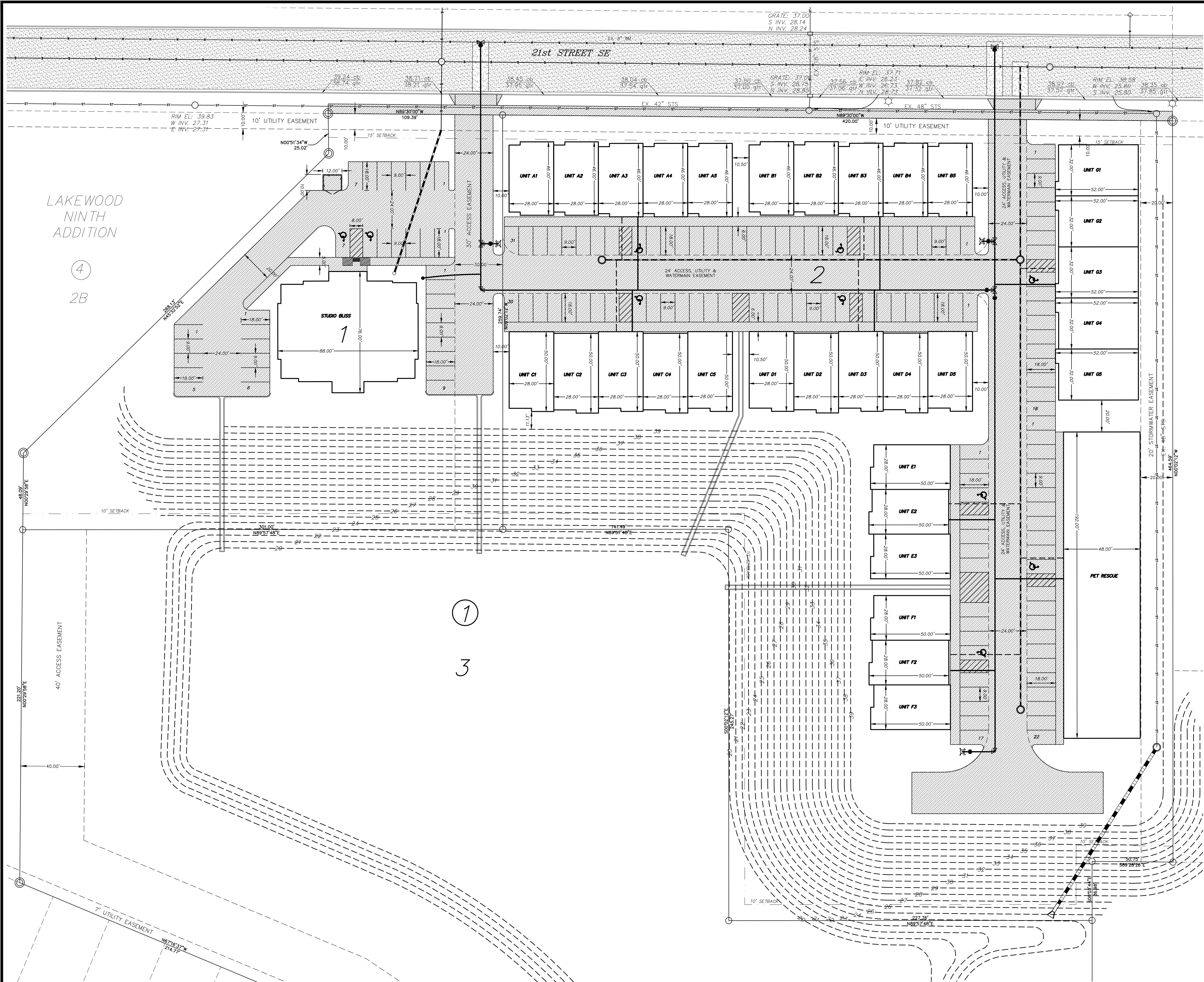
James Froelich, President
Board of City Commissioners

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)

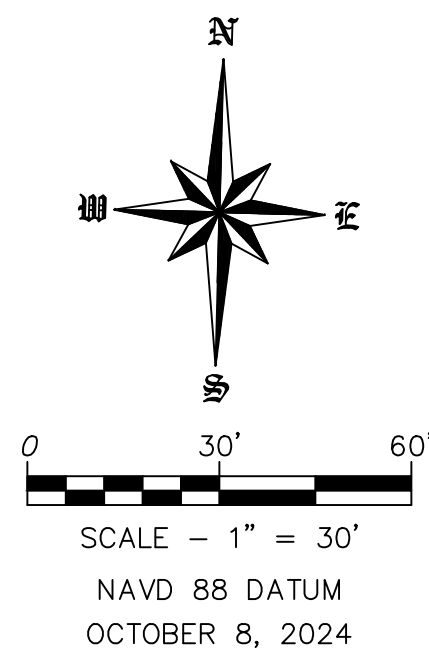
FIRE PROTECTION: N/A

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
 - PROPOSED SANITARY SEWER
 - PROPOSED WATERMAIN
 - 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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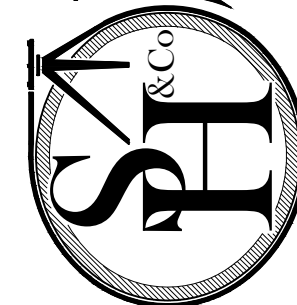
REVISIONS	DATE

**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



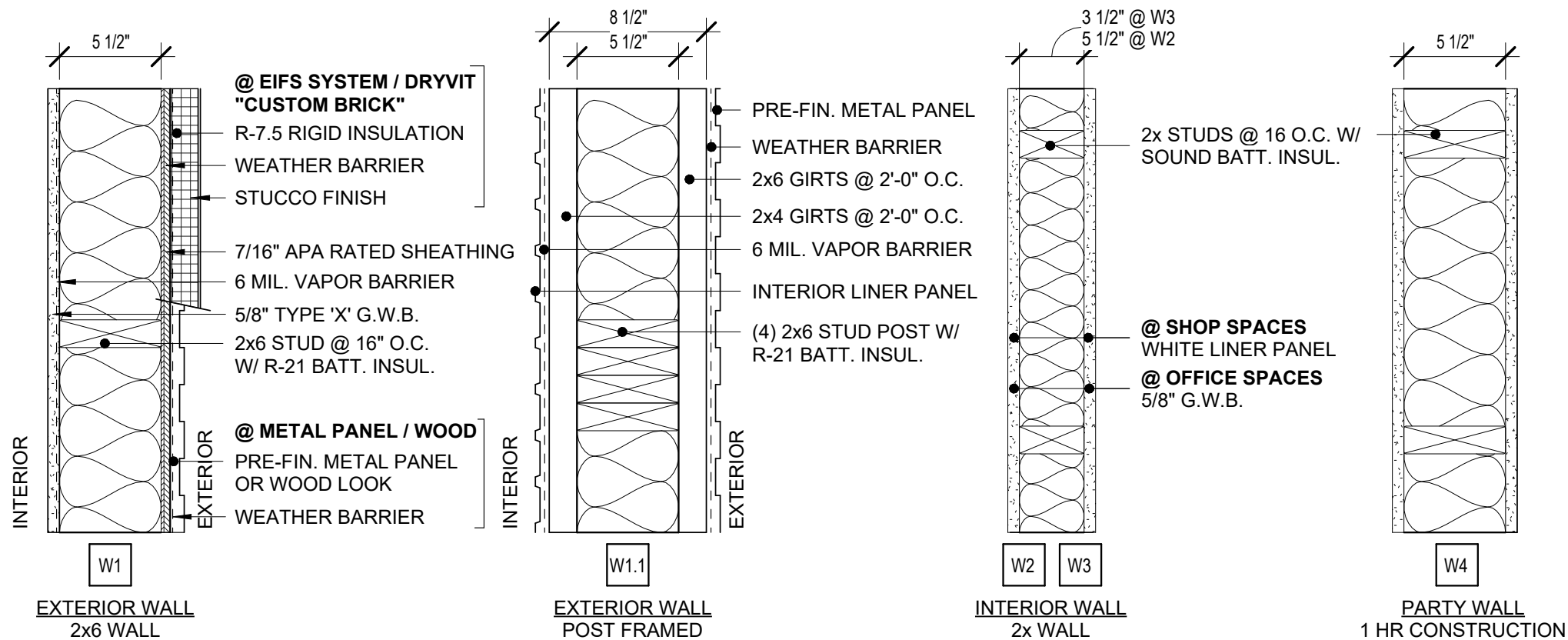
B



C

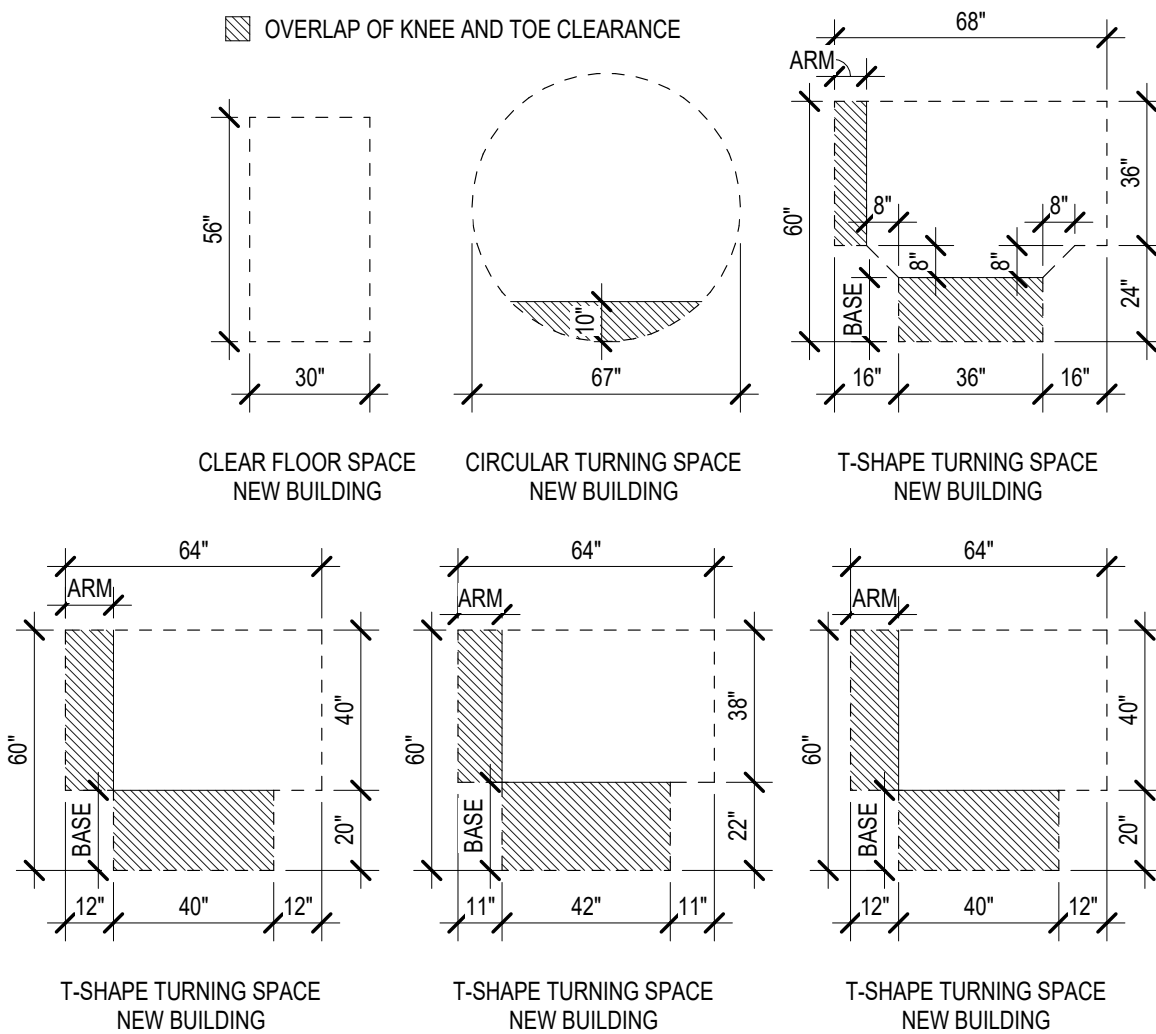
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Pld Date: 10/16/2024 10:37:02 AM

D



5 TYPES - WALL TYPES
A000 1 1/2" = 1'-0"

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 0 HR	VB 0 HR 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: lnieniemiller@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

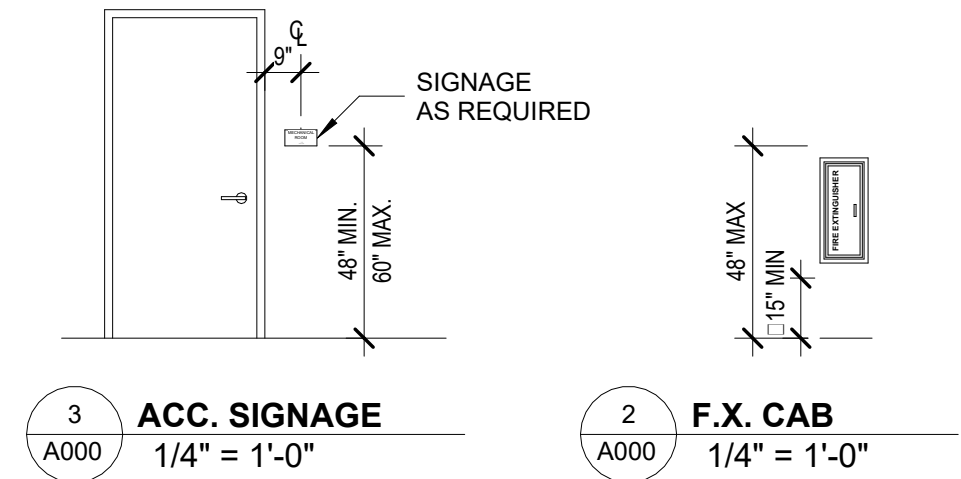


4 FLOOR CLEARANCES
A000 1/4" = 1'-0"

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. A5 MECH ROOM - FRAMING/ WIRING/ FLOOR DRAIN, G.W.B. HANGING (NO TAPING) A6 DUCTED OVHD. GAS FORCED AIR UNIT HEATER A7 AIR CONDITIONING A8 FULLY FIT UP - 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)	

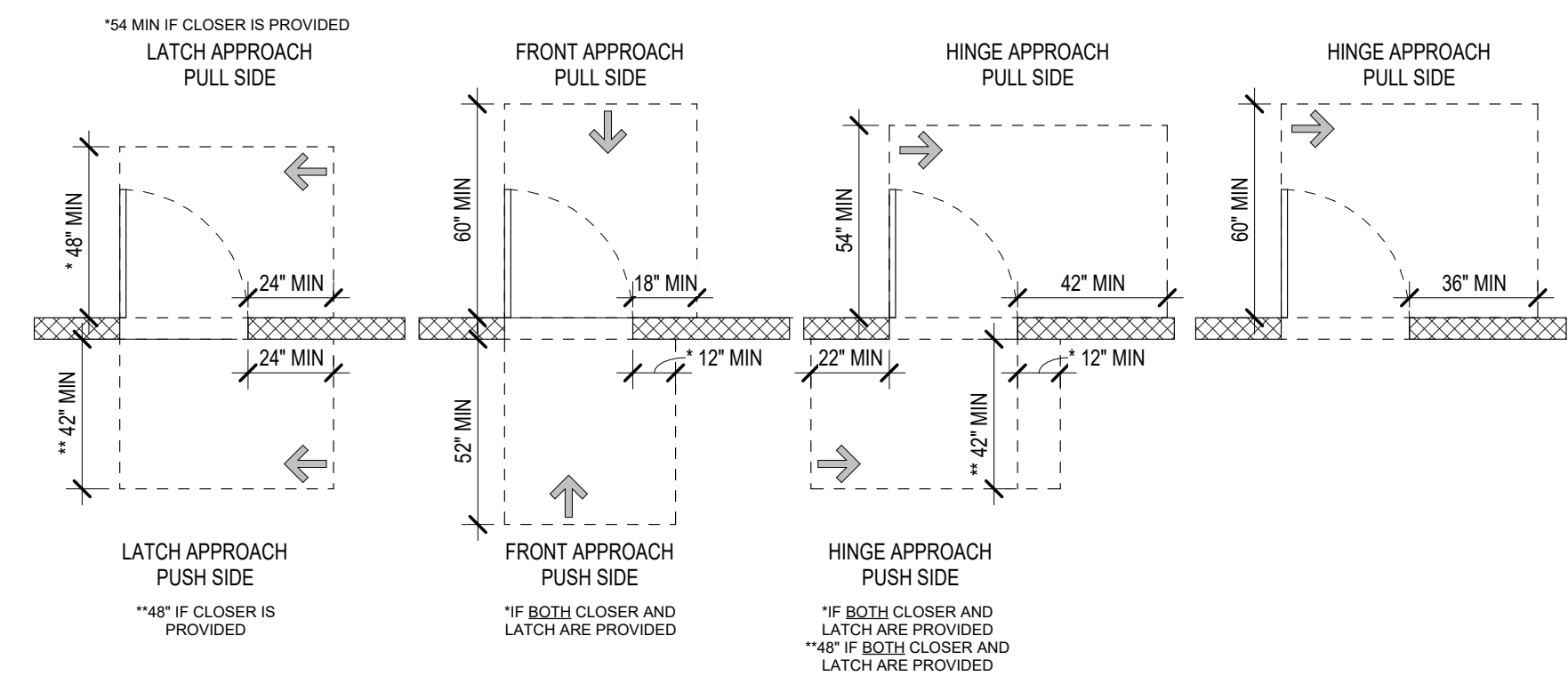
DRAWING INDEX

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



3 ACC. SIGNAGE
A000 1/4" = 1'-0"

2 F.X. CAB
A000 1/4" = 1'-0"



1 DOOR CLEARANCES
A000 1/4" = 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 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

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

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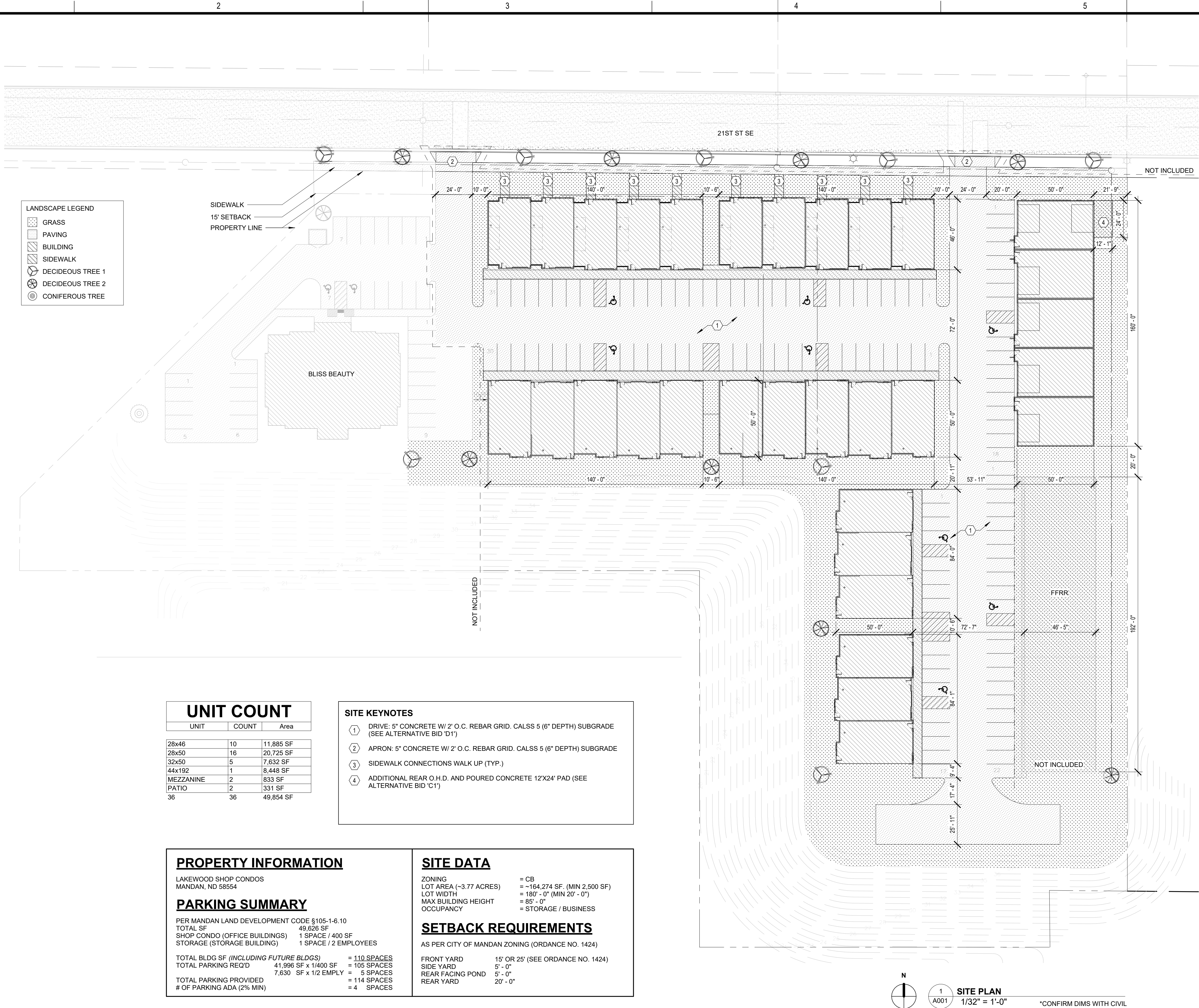
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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF
DRAWING TITLE:
COVER SHEET

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

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

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

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

A001

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Pld Date: 10/16/2024 10:37:07 AM



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

A002

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

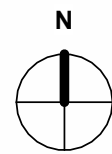
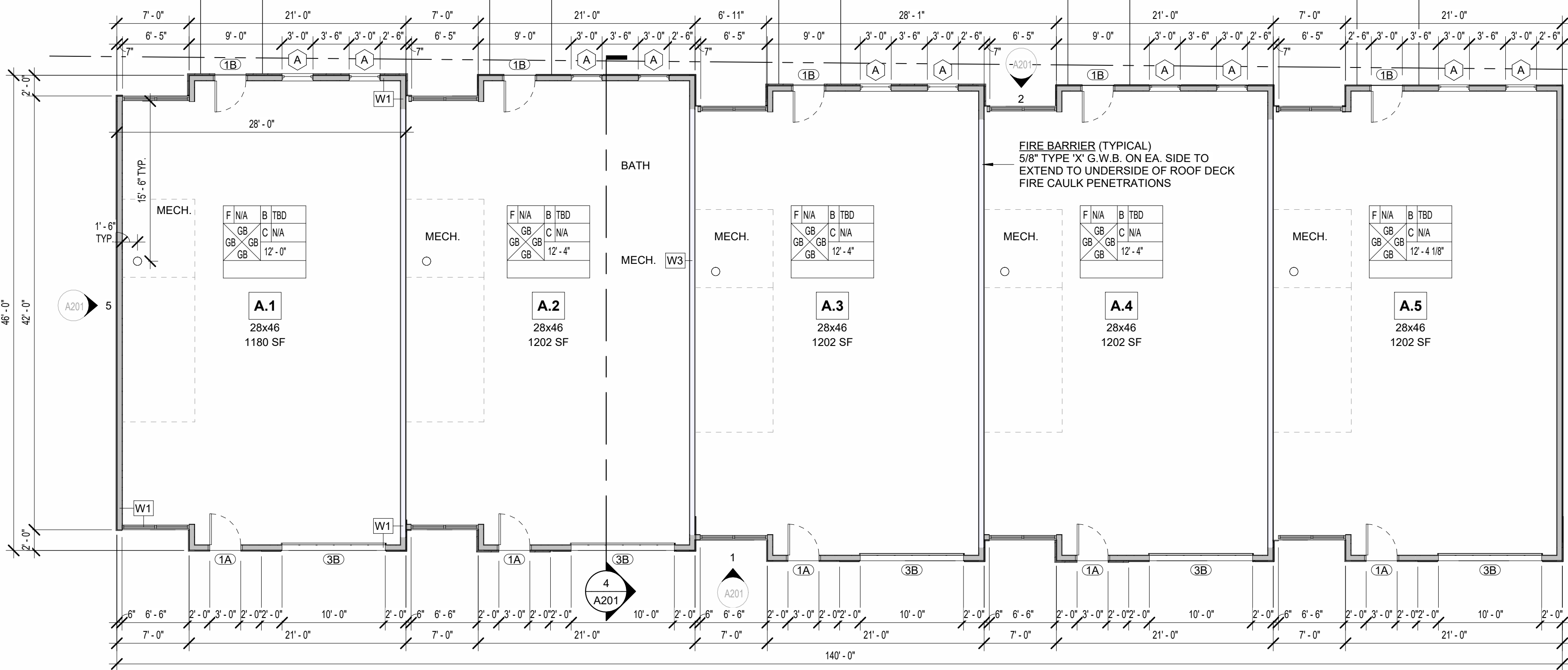
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
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

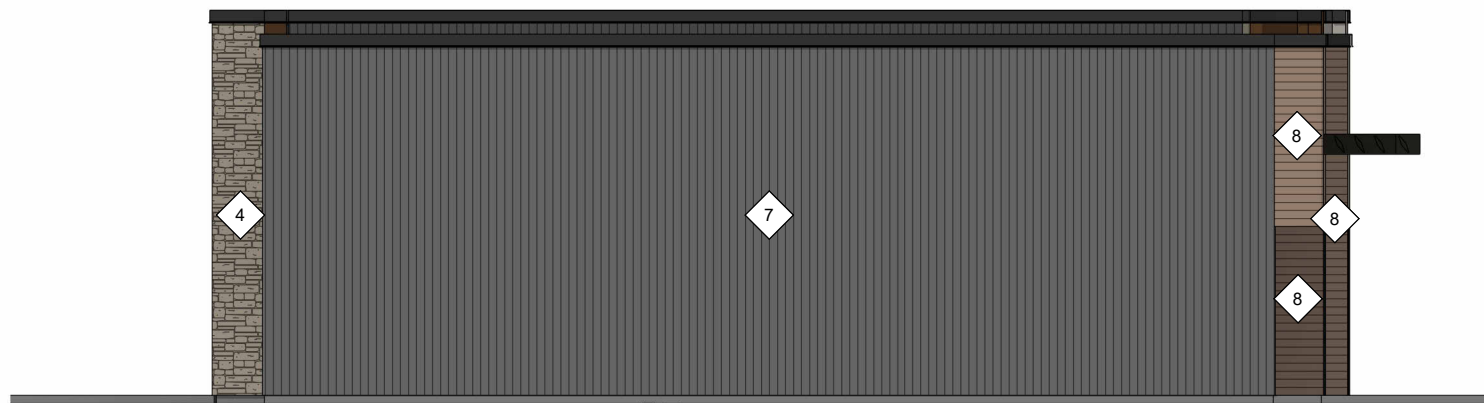
USE	MATERIAL	COLOR:
FLAT ROOF	EPDM/TPO	BLACK/WHITE
SLOPED ROOF	PREFIN. MTL.	BRONZE
FASCIA	PREFIN. MTL.	BRONZE
SOFFIT	PREFIN. MTL.	BRONZE
FRIEZE	PREFIN. MTL.	BRONZE
PARAPET CAP	PREFIN. MTL.	BRONZE
GUTTER	PREFIN. MTL.	MATCH ADJ.
DOWNSPOUT	PREFIN. MTL.	BRONZE
O.H.D.	PREFIN. MTL.	BRONZE
GLASS O.H.D.	ALUM.	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

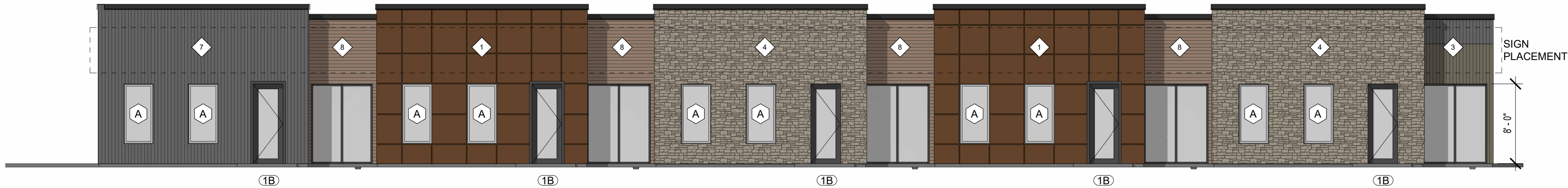
- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



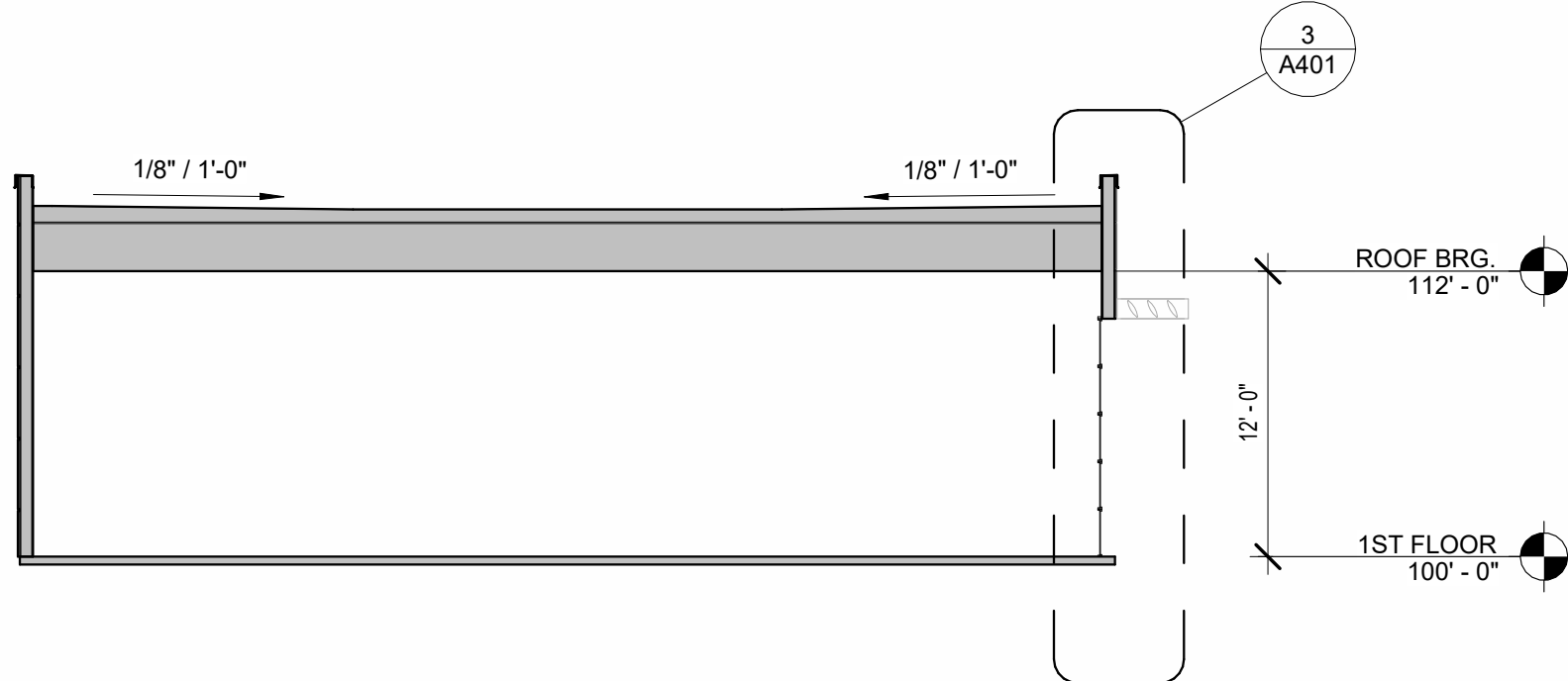
3 A UNITS - 1ST FLOOR
1/8" = 1'-0"



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

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CONDOS

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MANDAN, NORTH DAKOTA

OWNER:

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PHONE: 701-663-4117
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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

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MATERIAL LEGEND

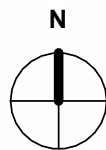
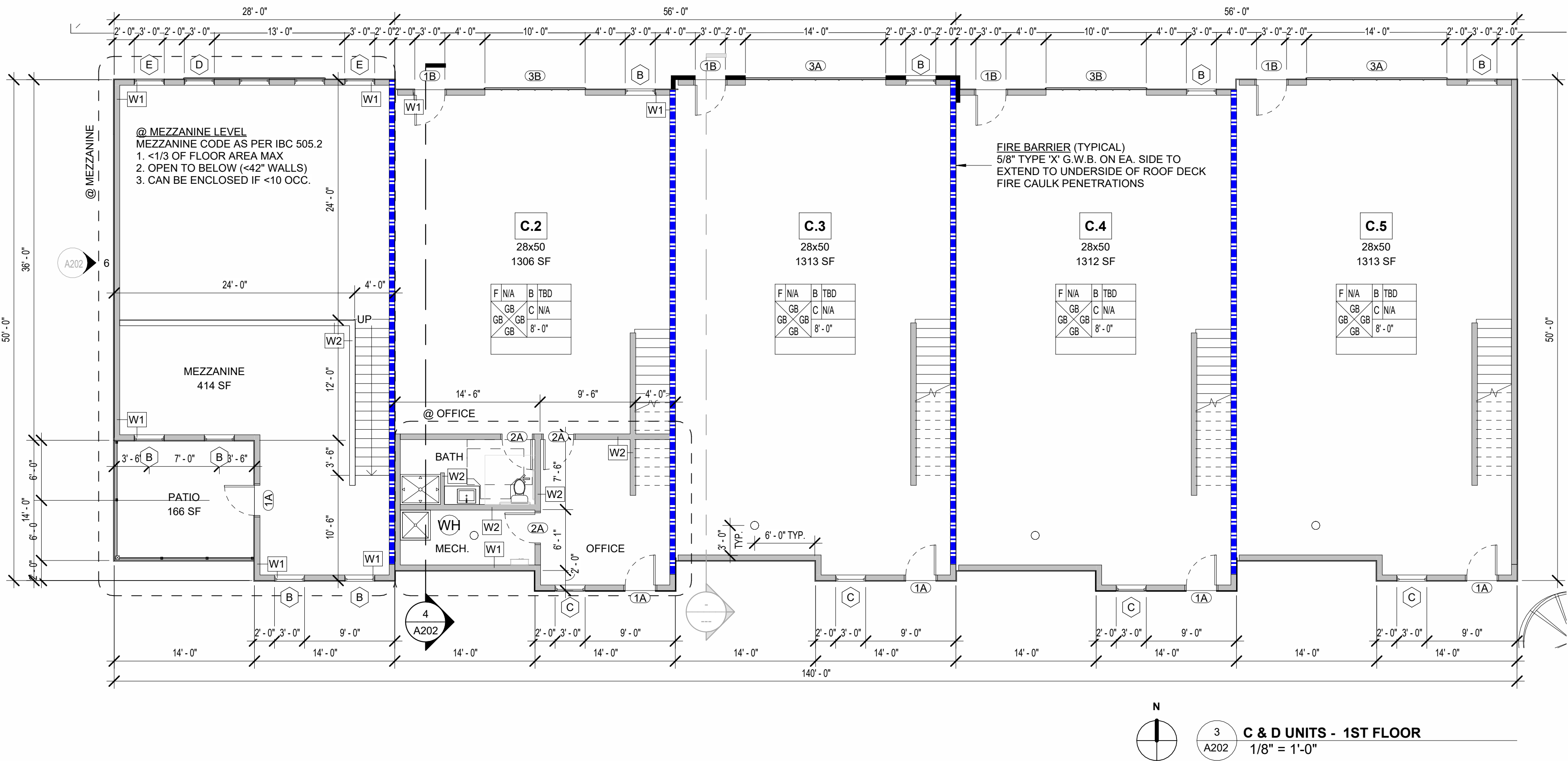
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
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BFD: V-LINE 32 (HORIZONTAL)
CLR: OLD ZINC GREY (W29)
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BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

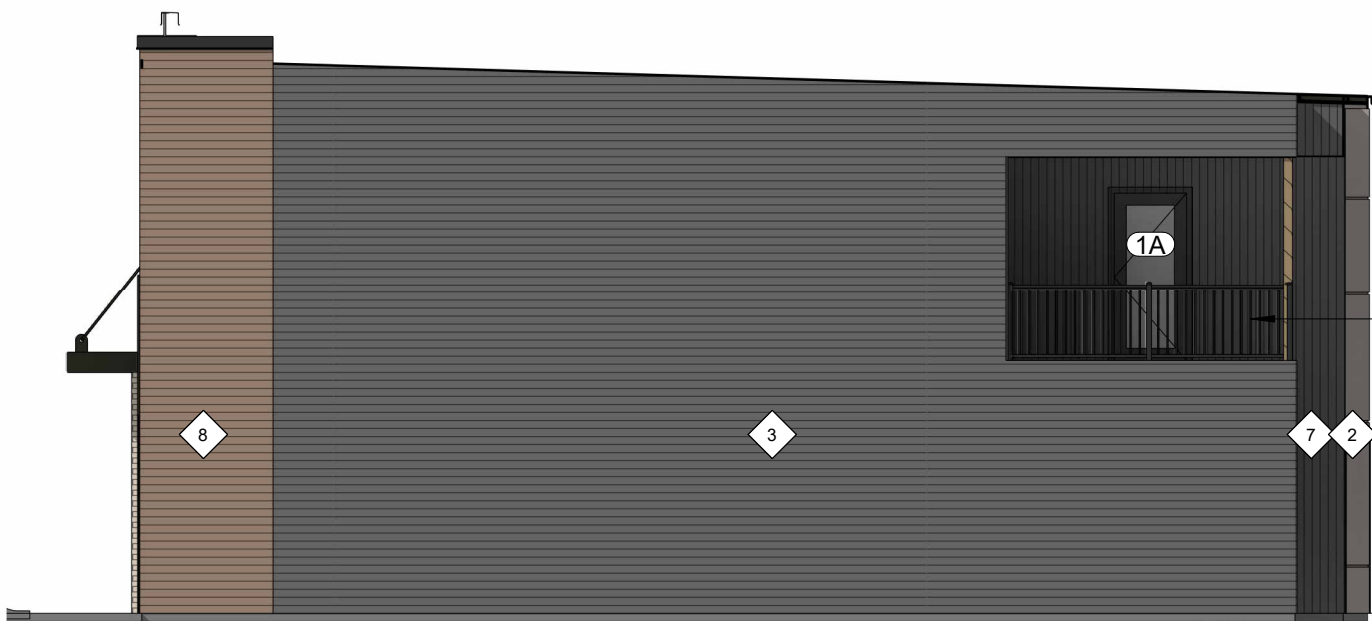
- USE MATERIAL COLOR:**
- FLAT ROOF EPDM/TPO BLACK/WHITE
- SLOPED ROOF PREFIN. MTL. BRONZE
- FASCIA PREFIN. MTL. BRONZE
- SOFFIT PREFIN. MTL. BRONZE
- FRIEZE PREFIN. MTL. BRONZE
- PARAPET CAP PREFIN. MTL. MATCH ADJ.
- GUTTER PREFIN. MTL. BRONZE
- DOWNSPOUT PREFIN. MTL. BRONZE
- O.H.D. PREFIN. MTL. BRONZE
- 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

- 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



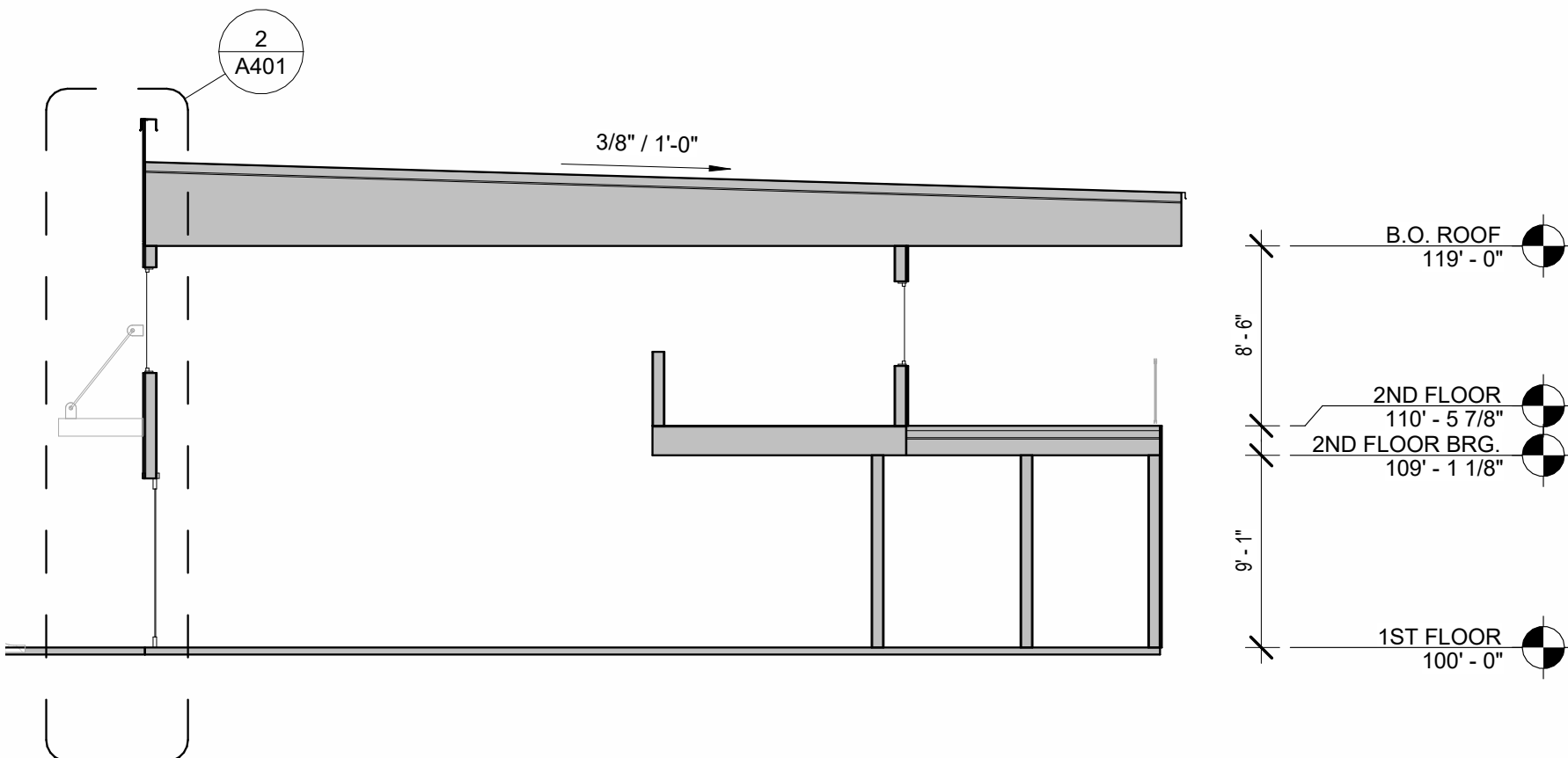
3 C & D UNITS - 1ST FLOOR
1/8" = 1'-0"



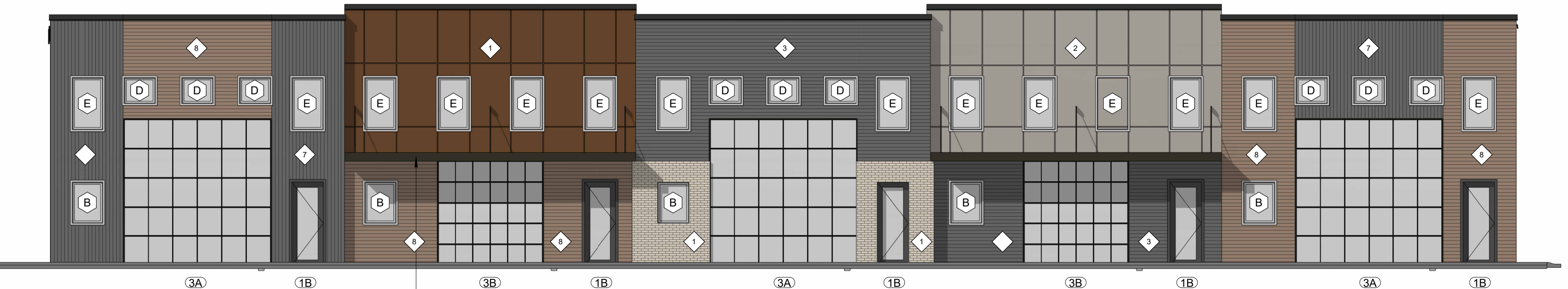
6 C & D UNITS - BUILDING SECTION
1/8" = 1'-0"



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

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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
	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

File Location: W:\PROJECTS\24-117401-Verify-Lakewood Shop Condos\REV\T\Lakewood Shop Condos (24-117401).rvt
Pld Date: 10/16/2024 10:37:26 AM

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MATERIAL LEGEND

- 1 EIFS-1, EIFS-2, EIFS-3
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CLR: SEA GRAY 6

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CLR: OLD ZINC GREY (W29)

- 7 MTL-1 METAL SALES
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CLR: MATTE BLACK (106)

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

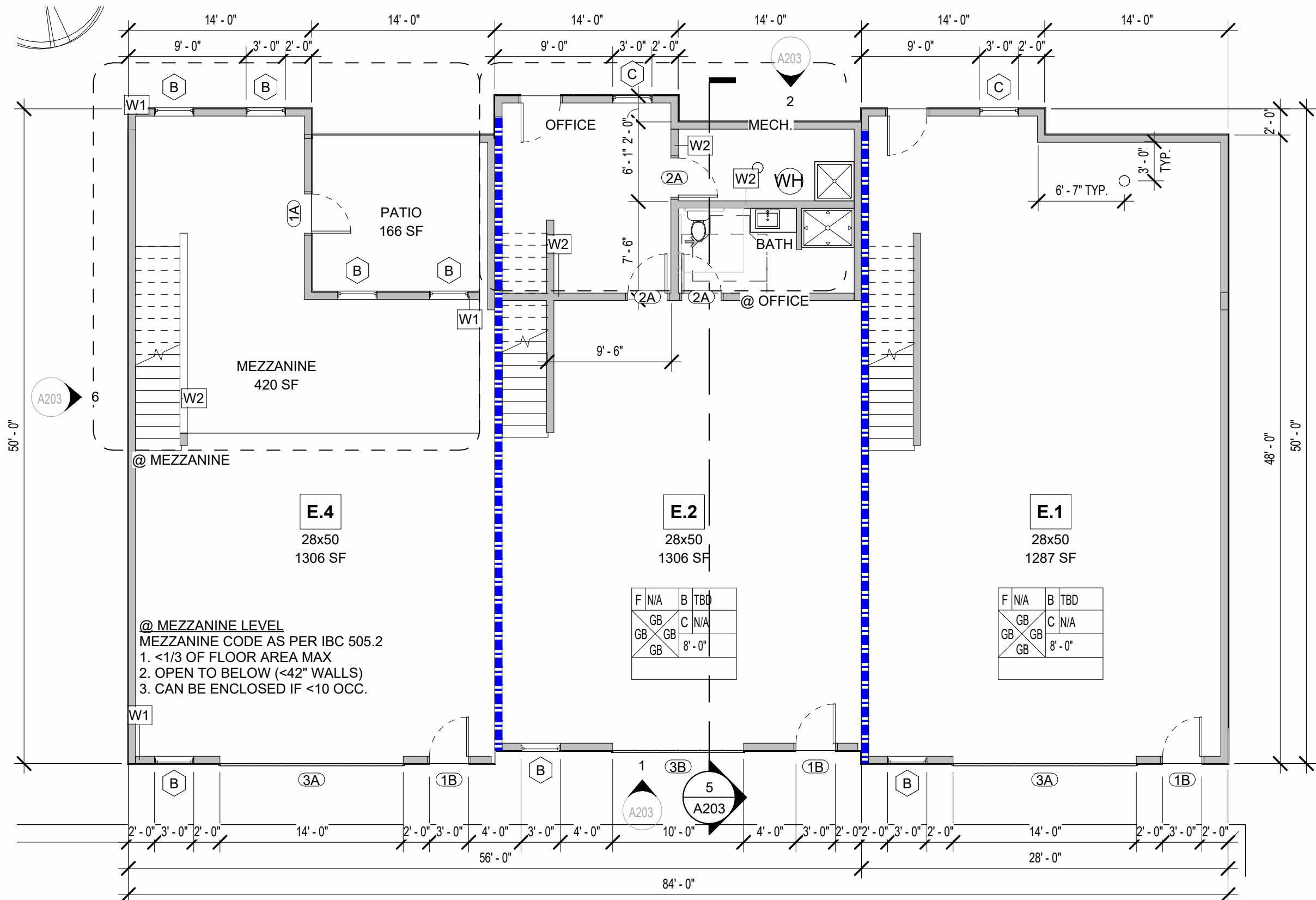
TYPICAL MATERIALS

- | 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 |

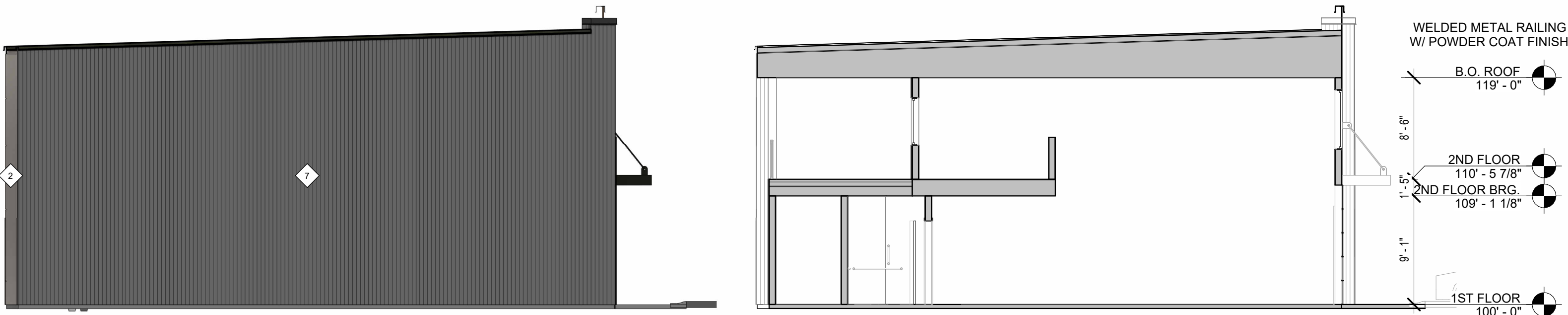
MECHANICAL / ELECTRICAL

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- 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"

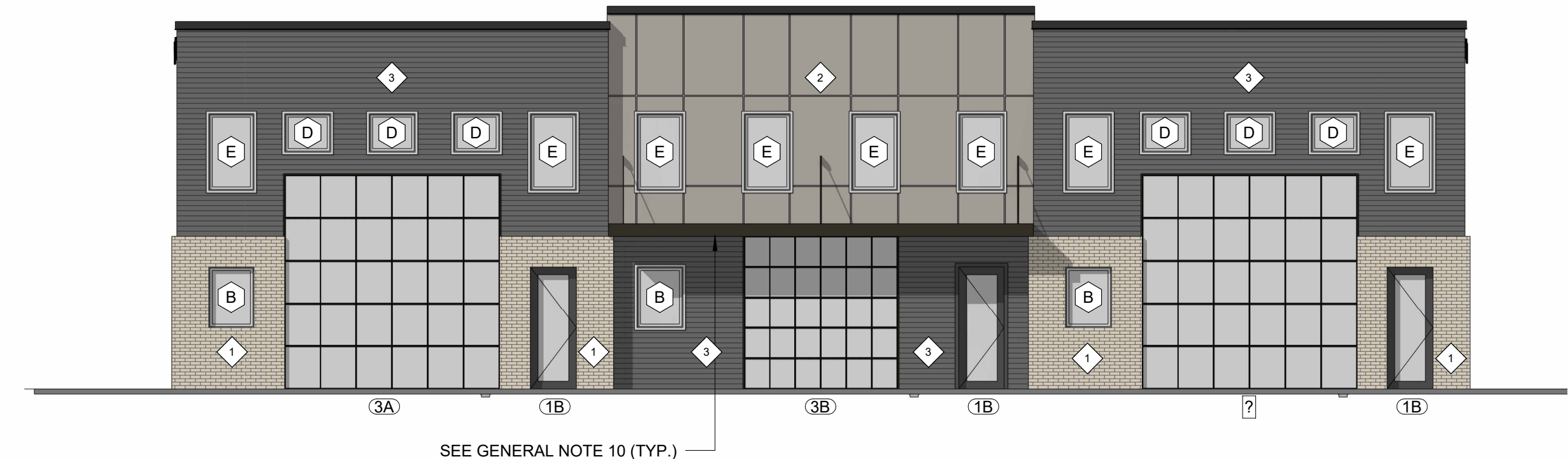


6 E & F UNITS - SIDE ELEVATION
1/8" = 1'-0"

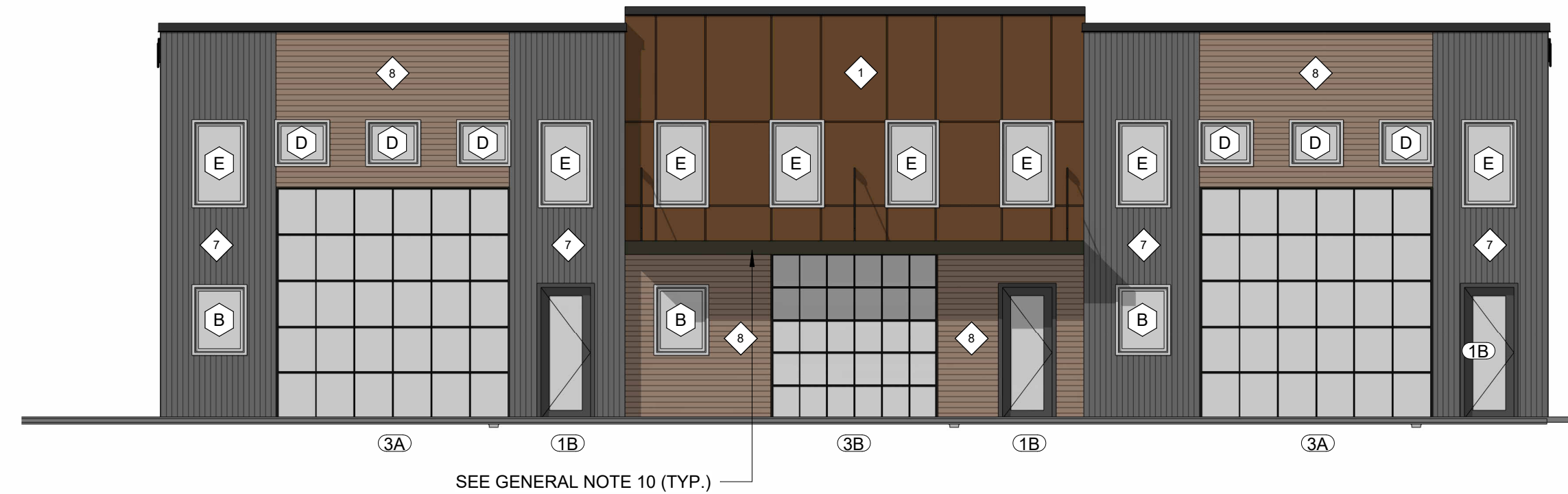
5 E & F UNITS - BUILDING SECTION
1/8" = 1'-0"



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



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



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

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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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 - 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

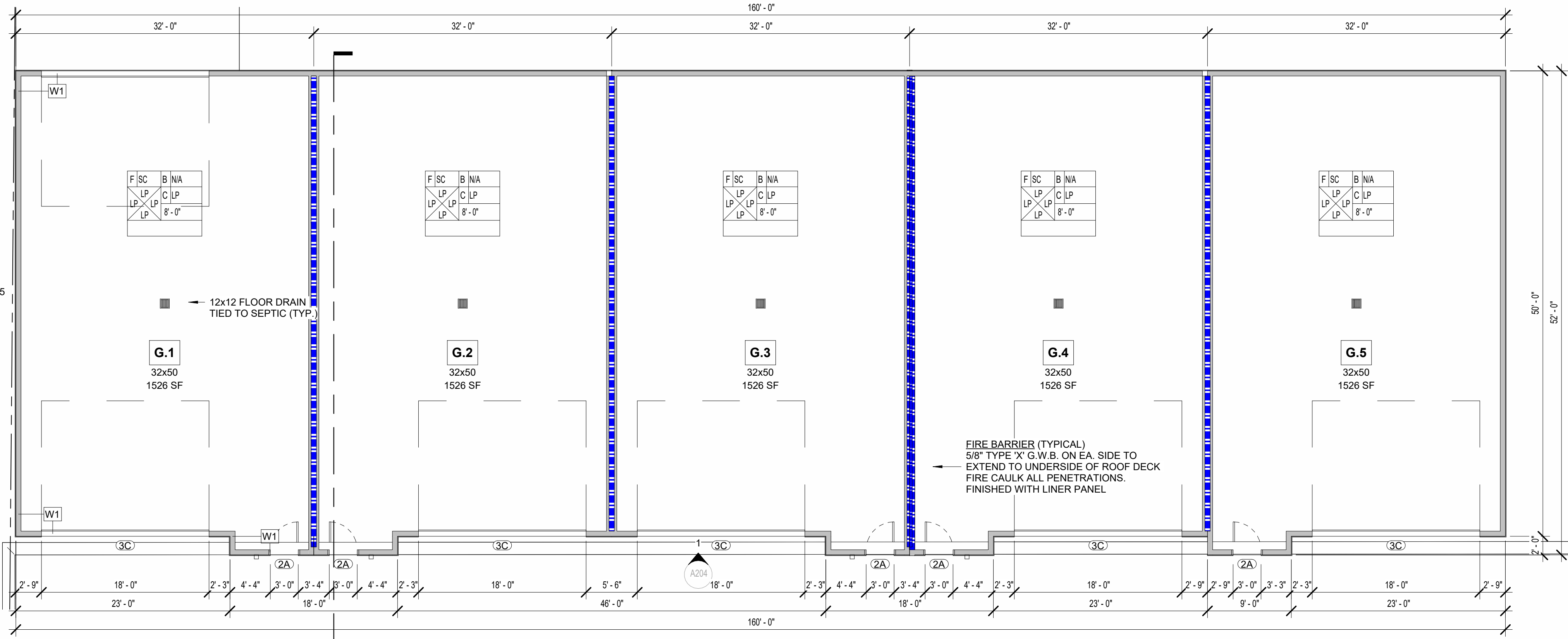
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)
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

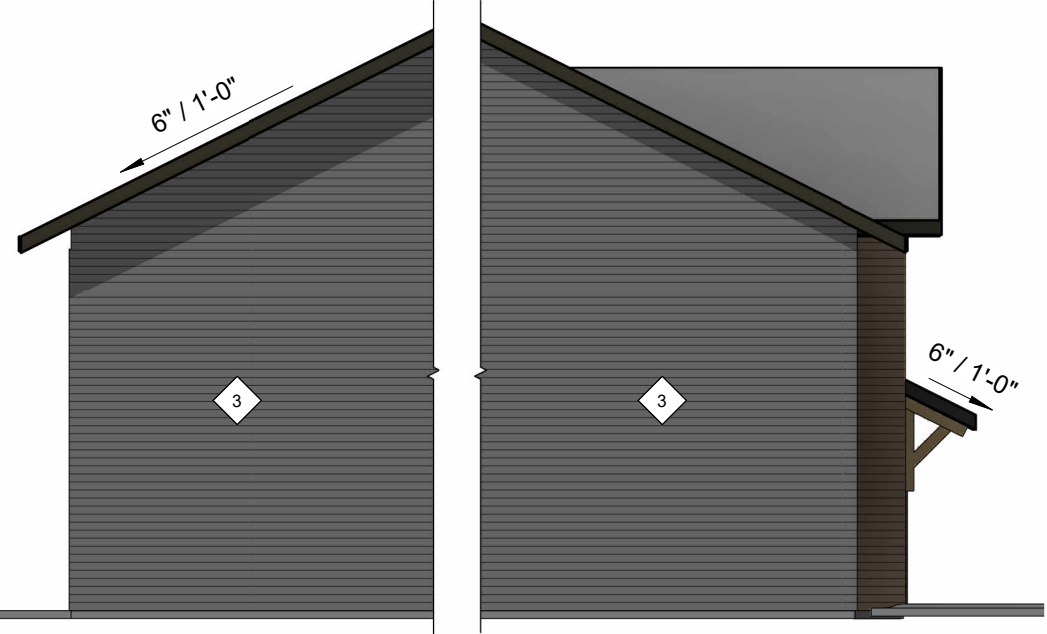
- USE** **MATERIAL** **COLOR:**
- FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. BRONZE
GUTTER PREFIN. MTL. MATCH ADJ.
DOWNSPOUT PREFIN. MTL. BRONZE
O.H.D. PREFIN. MTL. BRONZE
GLASS 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

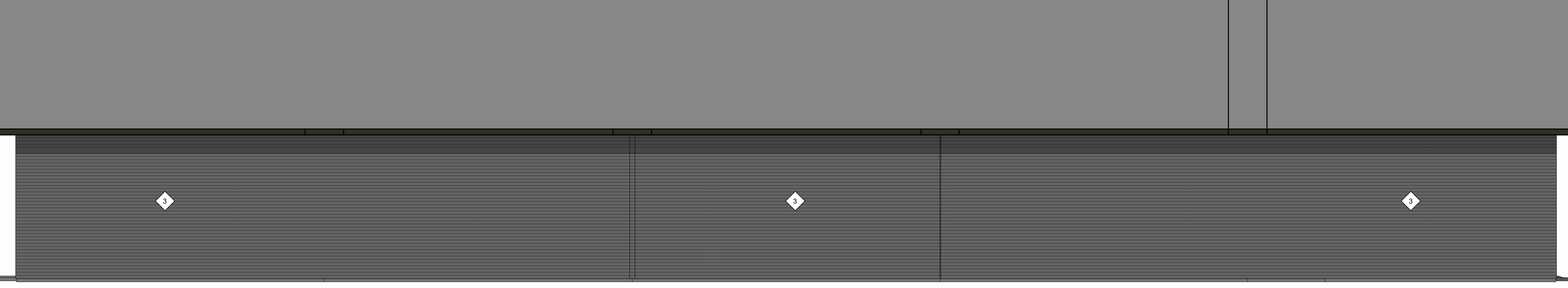
- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



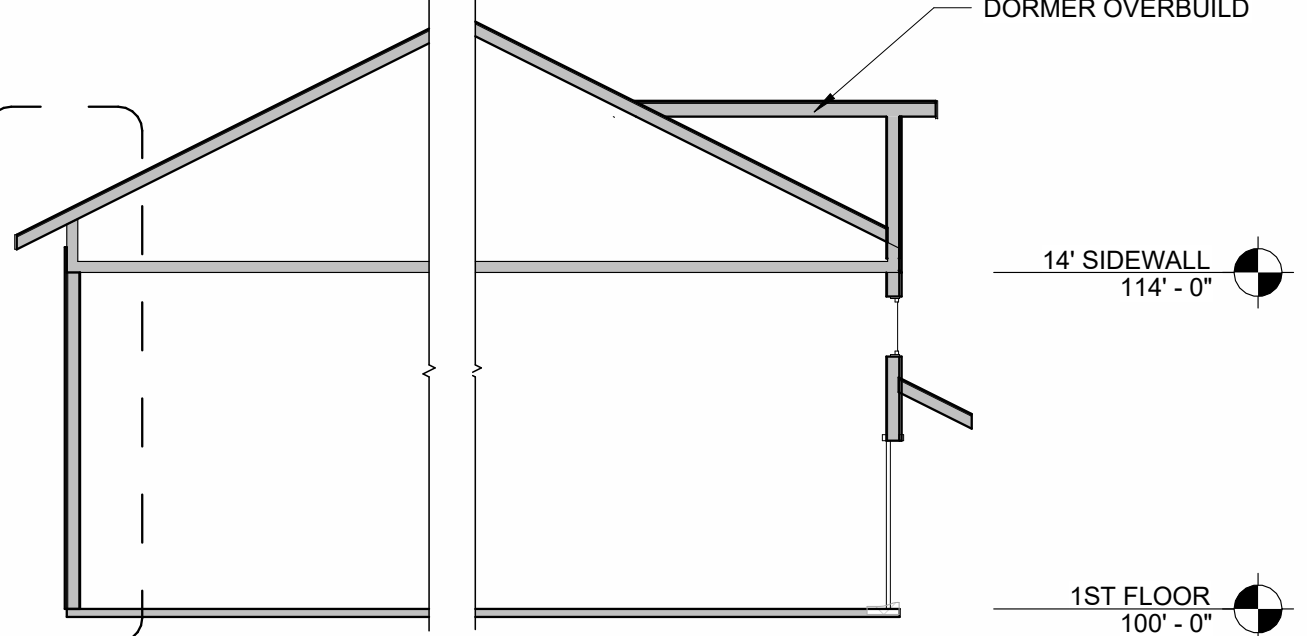
3 G UNITS - 1ST FLOOR
1/8" = 1'-0"



5 G UNITS - SIDE ELEVATION
1/8" = 1'-0"



2 G UNITS - REAR ELEVATION
1/8" = 1'-0"



4 G UNITS - BUILDING SECTION
1/8" = 1'-0"



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

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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
	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

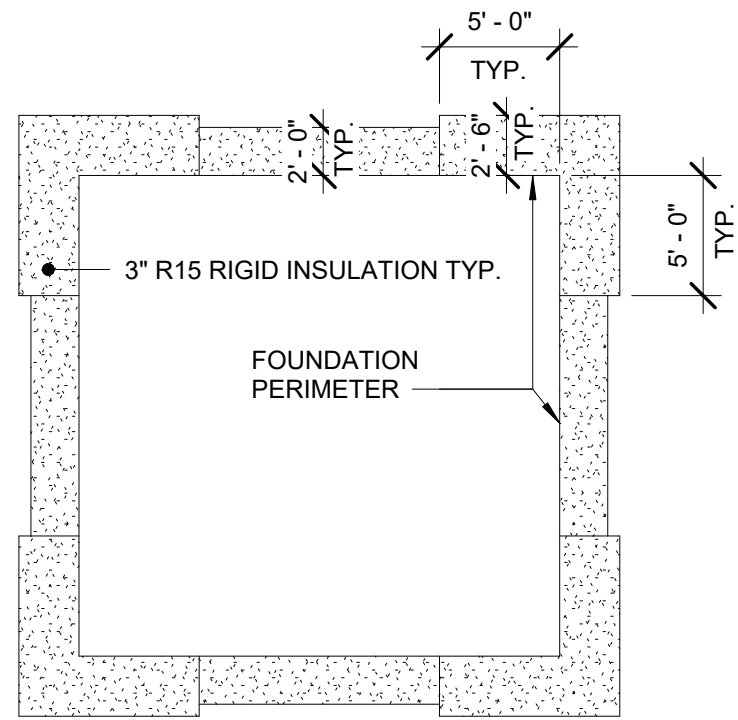
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B

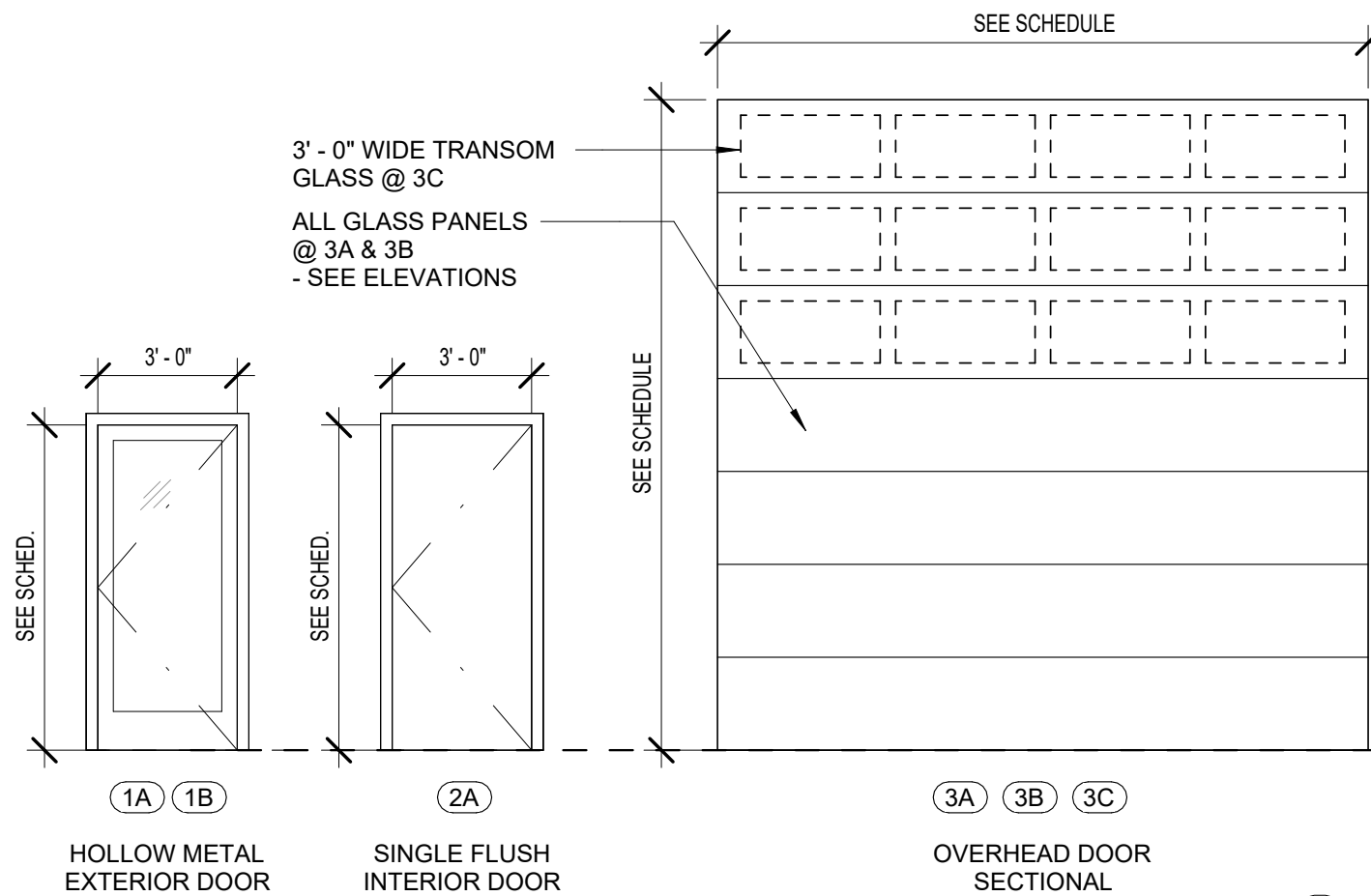
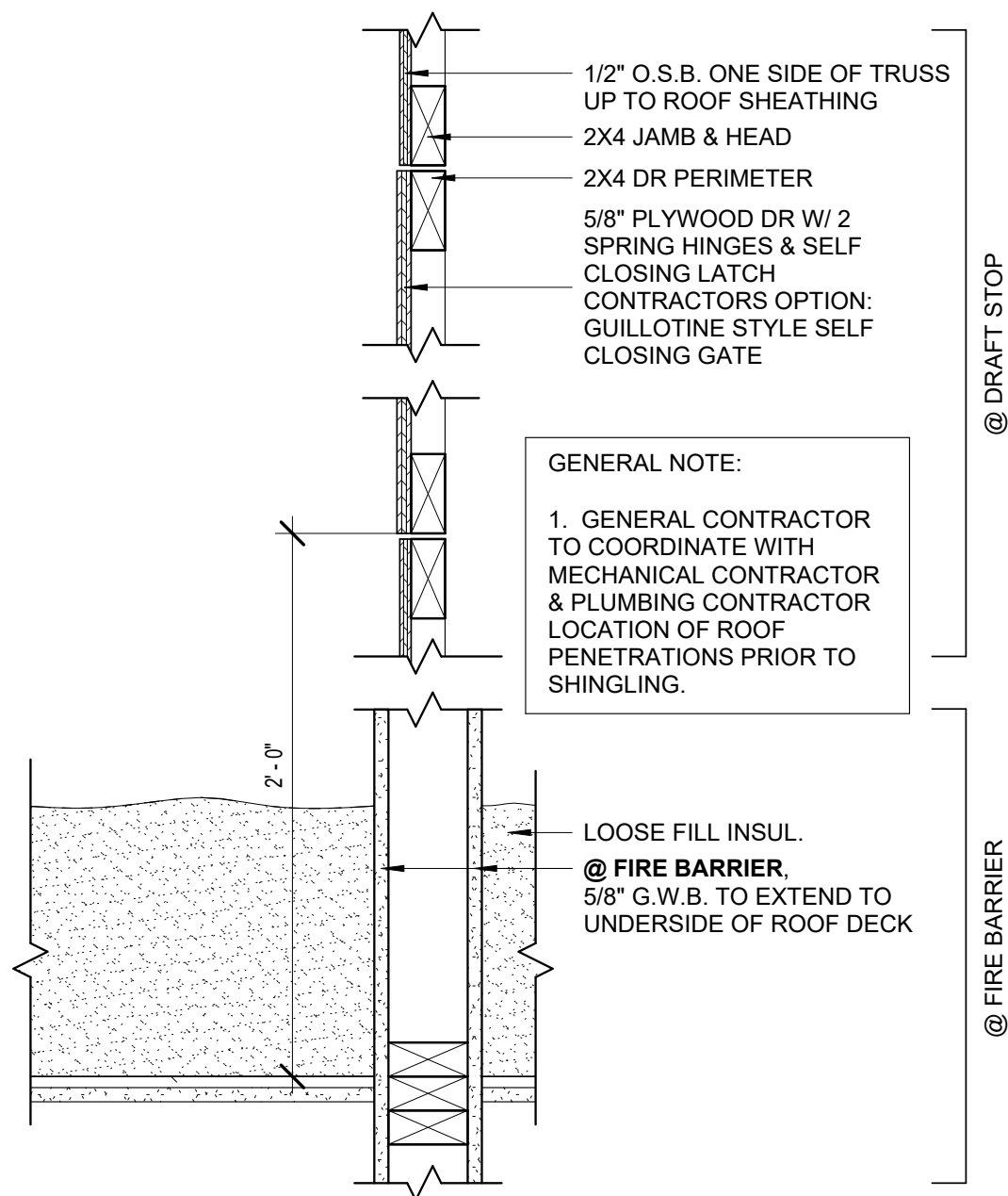
C

D

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

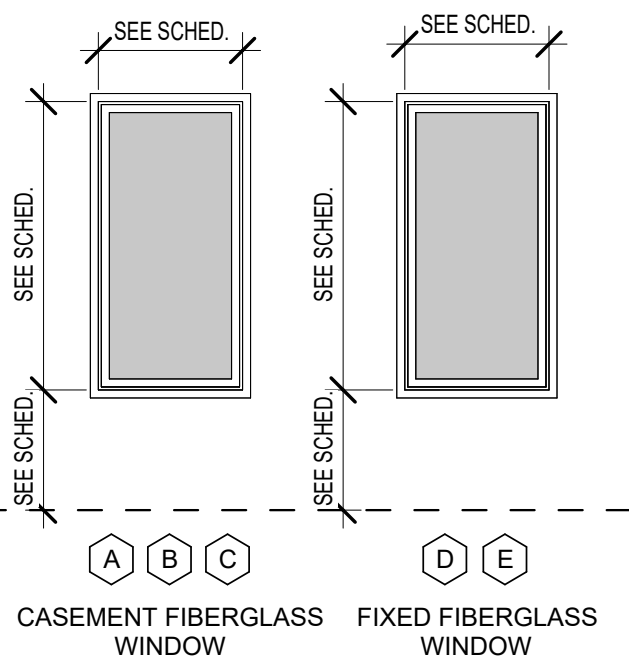


5 SECTION @ DRAFT STOP DOOR & FIRE BARRIER
1 1/2" = 1'-0"

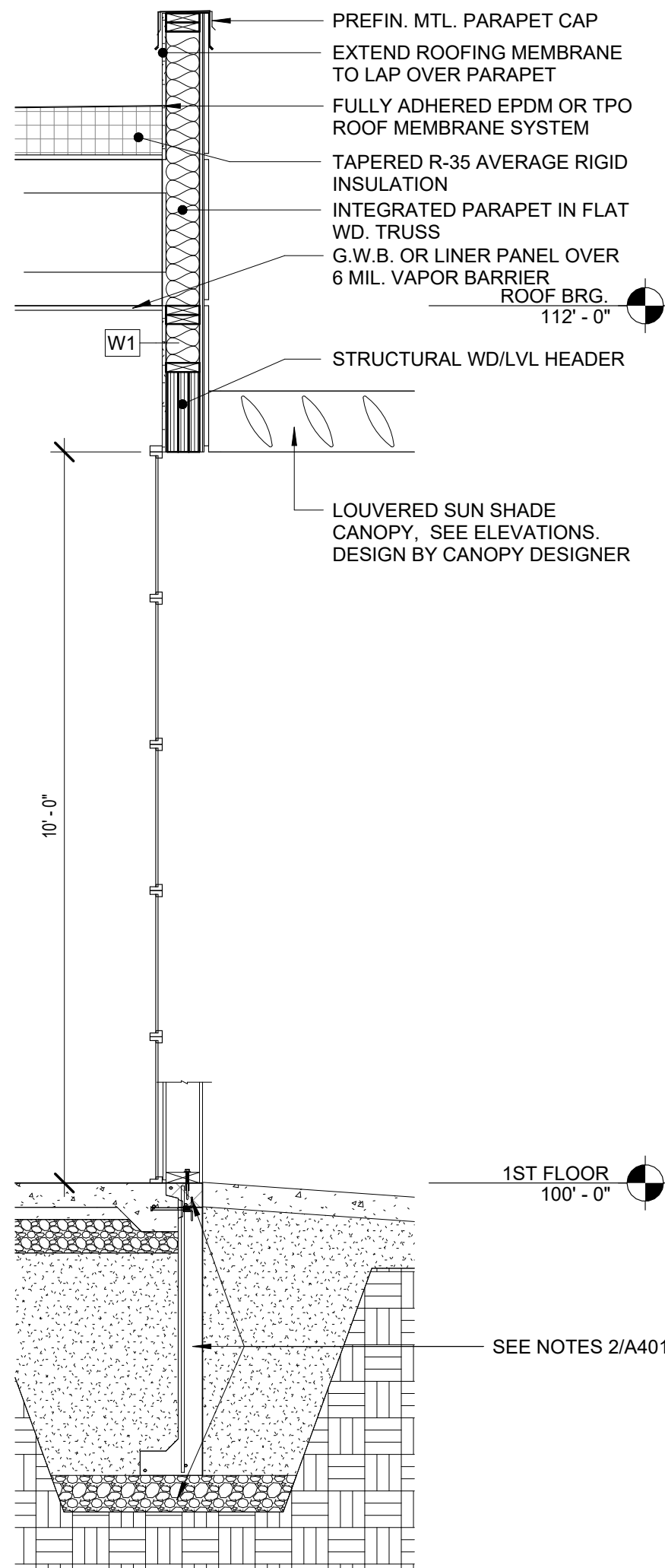


1 WINDOW & DOOR TYPES
1/4" = 1'-0"

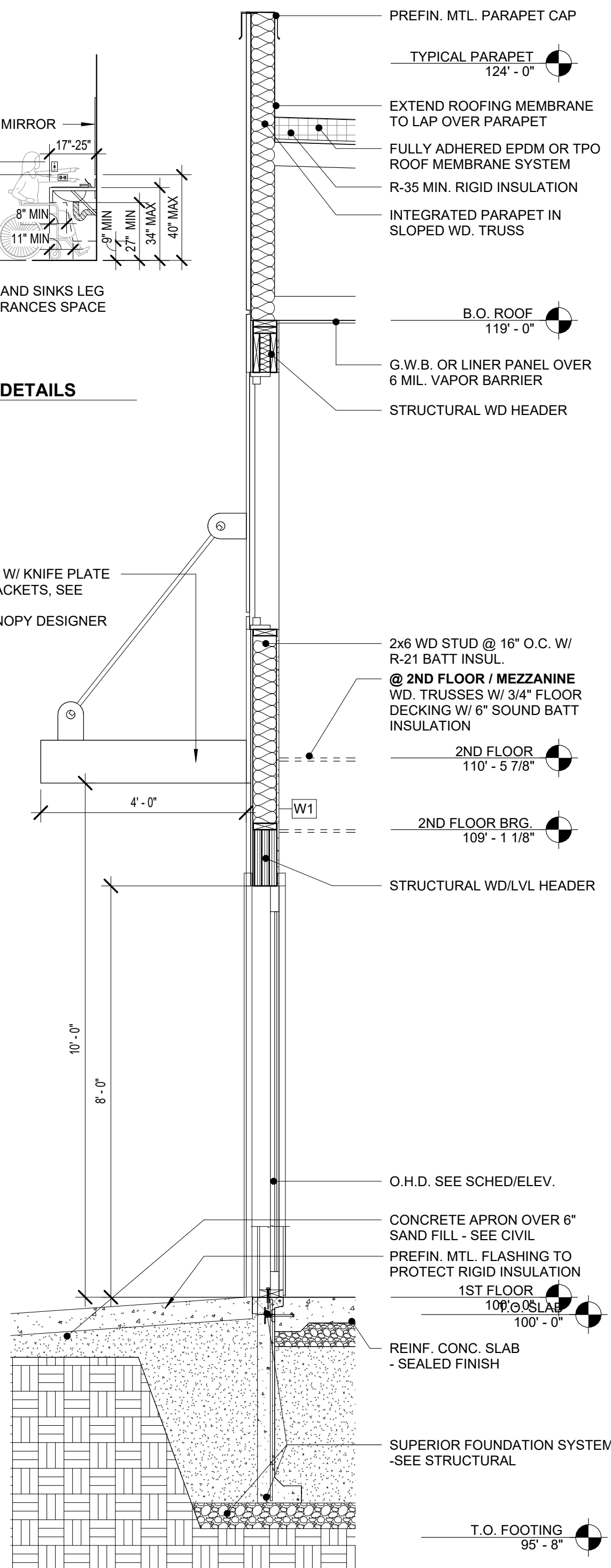
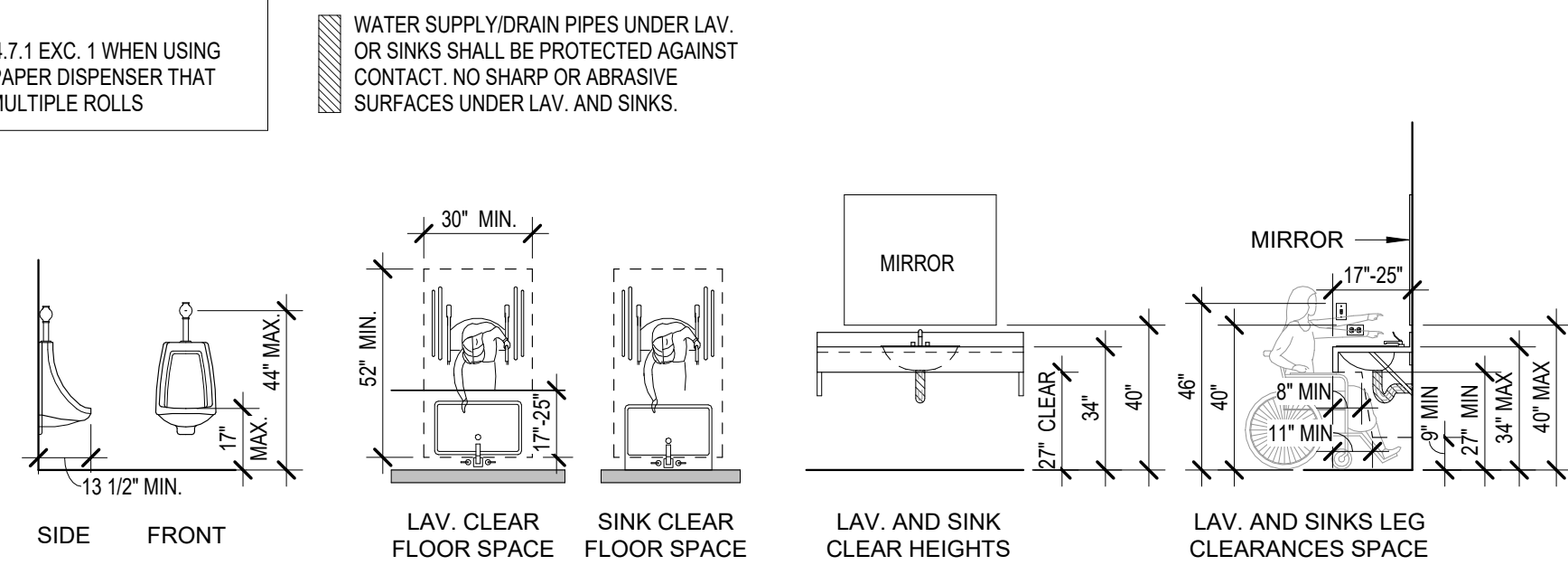
4 G UNITS - WALL SECTION
1/2" = 1'-0"



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



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



2 C/D & E/F 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"	

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>

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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
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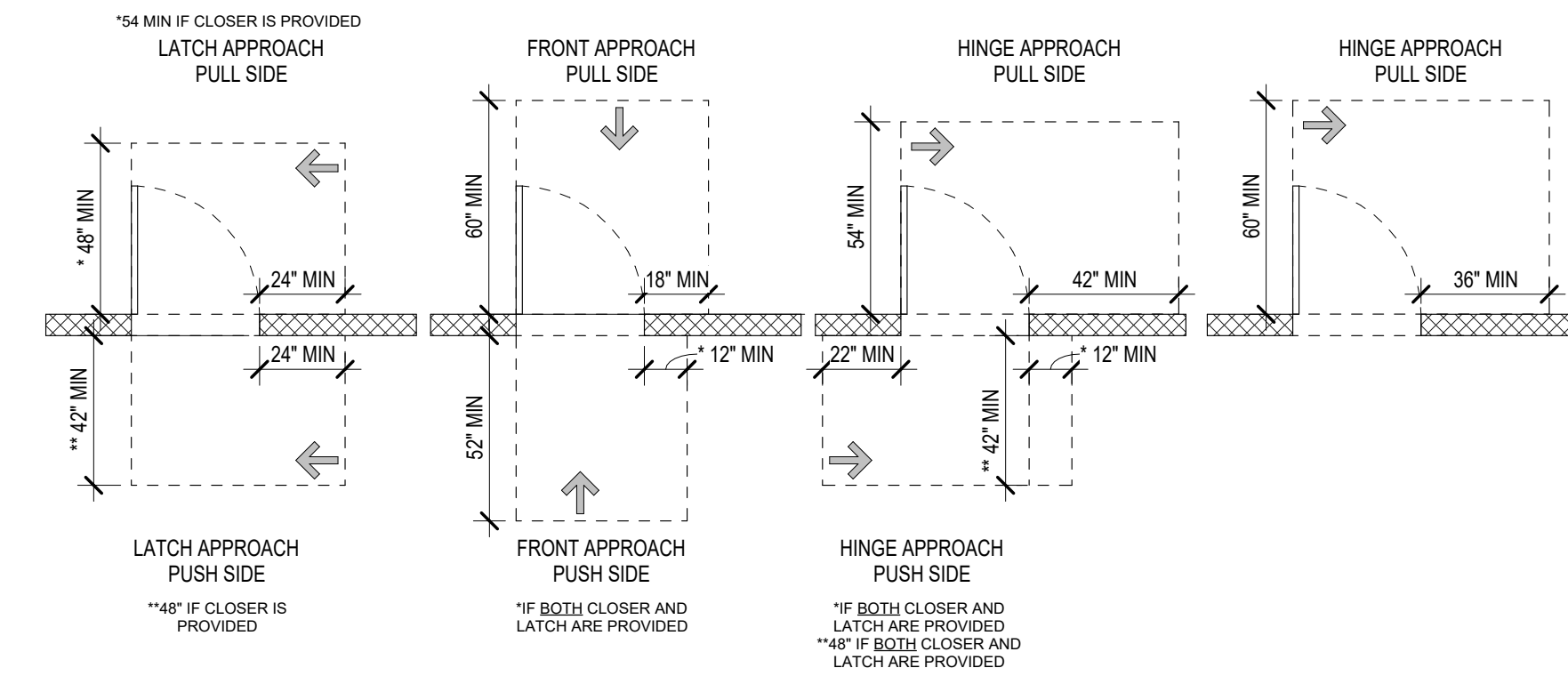
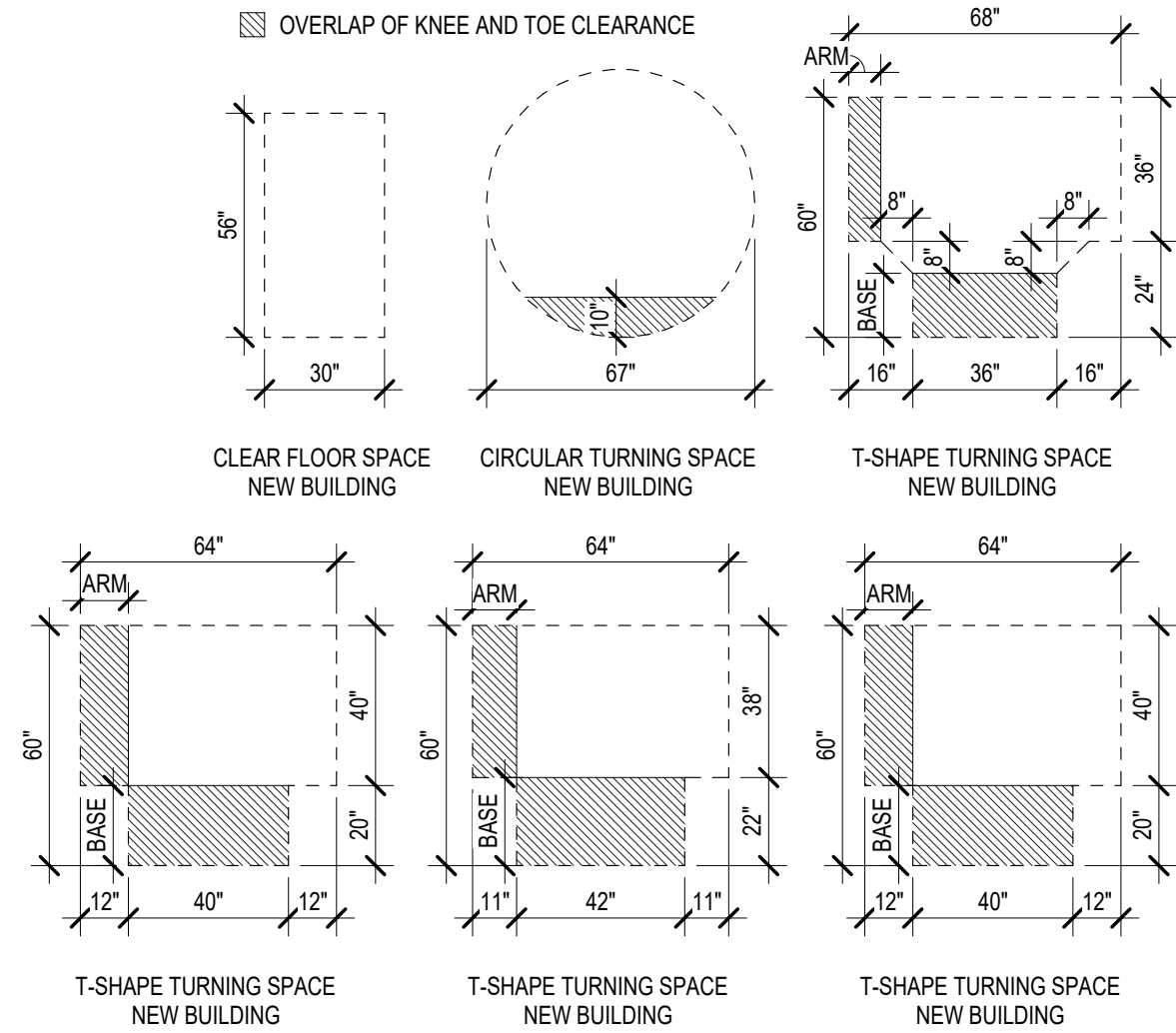
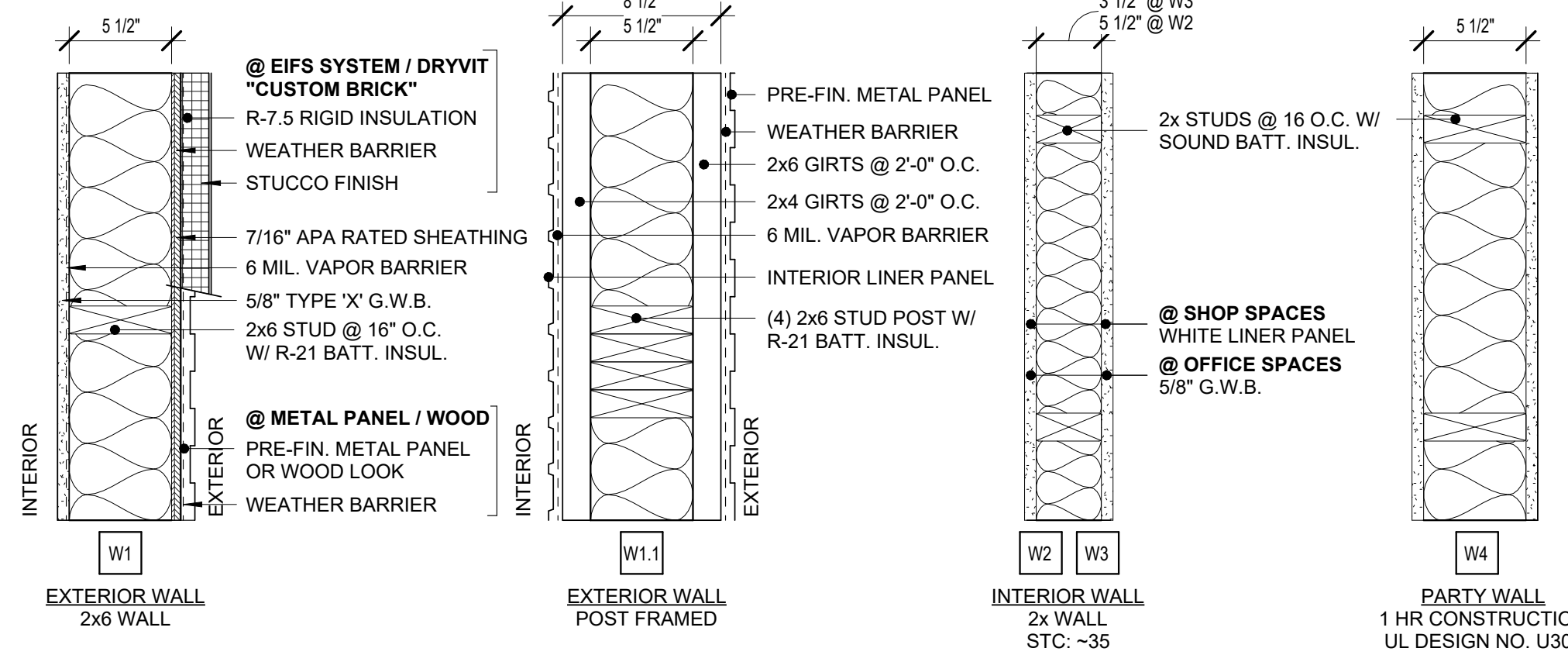
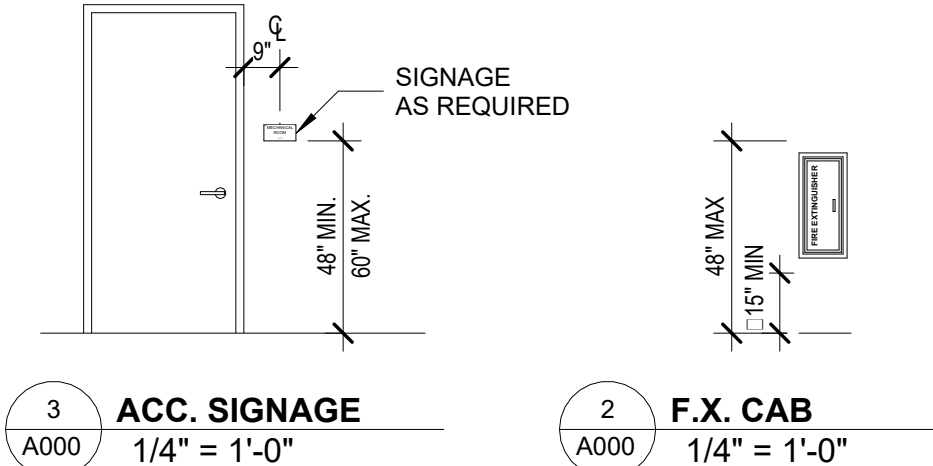
LAKEWOOD SHOP CONDO

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) DUCTED OVHD. GAS FORCED AIR UNIT HEATER
A5	AIR CONDITIONING
A6	FULLY FIT UP
A7	- ALL INSULATION (CEILING/WALLS)
A8	- 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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Date: 10/16/2024 REG. NO.: 1811

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MANDAN, NORTH DAKOTA

OWNER:
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3100 N 14TH STREET
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PHONE: 701-663-4117
EMAIL: arthur@verityhomes.com

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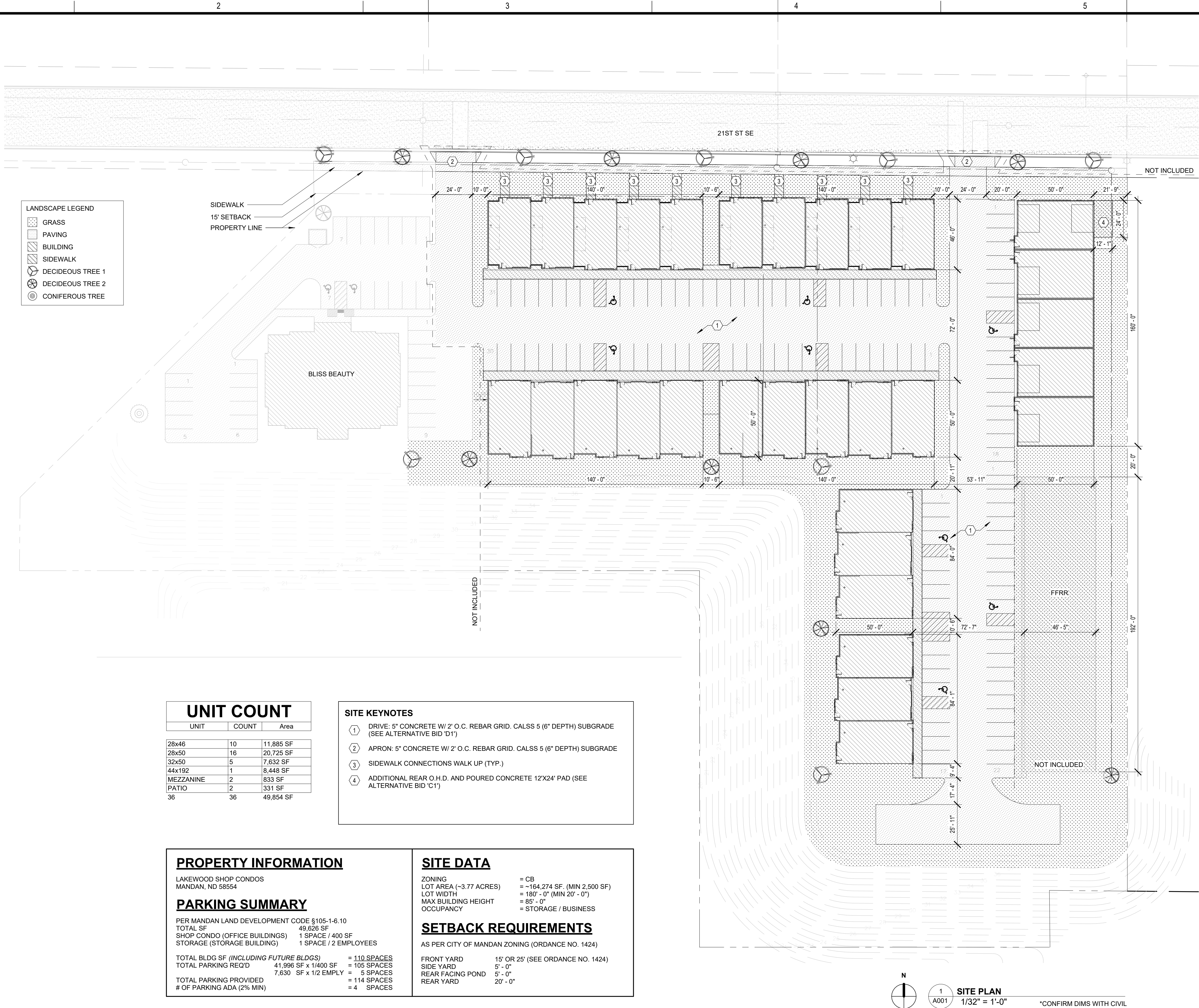
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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF
DRAWING TITLE:
COVER SHEET

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



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PROJECT NO:	24-117401
DRAWN BY:	DN
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



RHET
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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:

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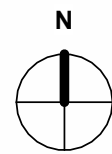
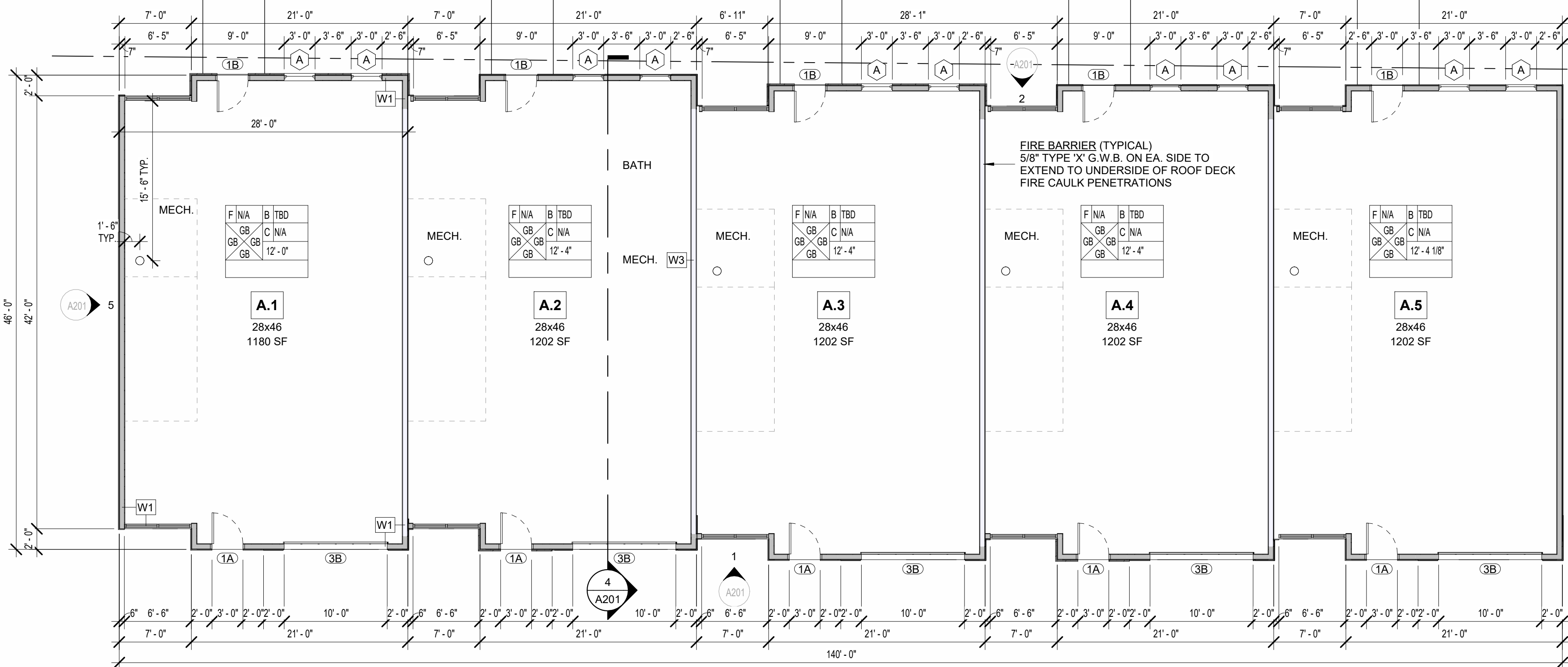
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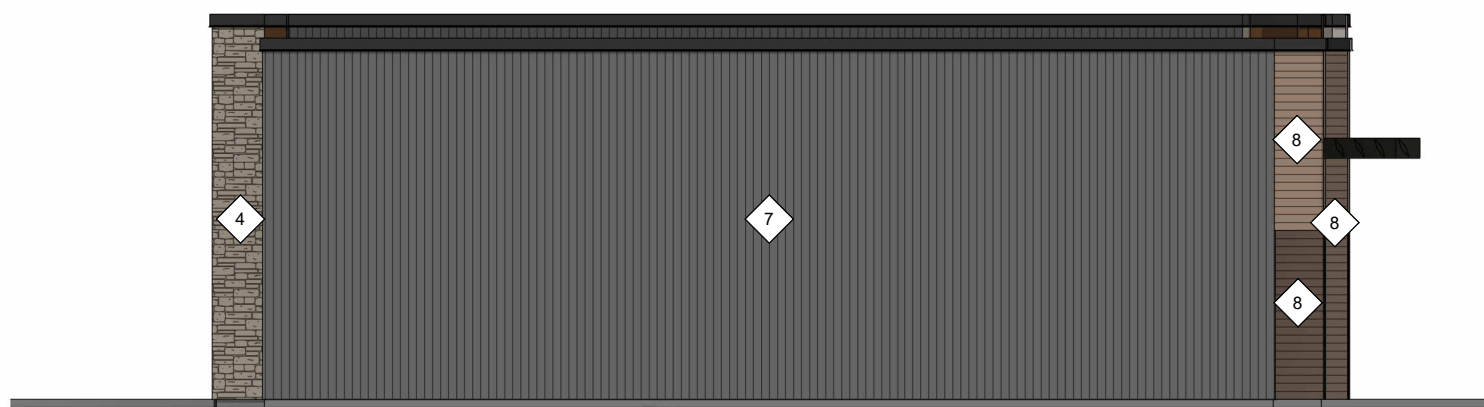
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FASCIA	PREFIN. MTL.	BRONZE
SOFFIT	PREFIN. MTL.	BRONZE
FRIEZE	PREFIN. MTL.	BRONZE
PARAPET CAP	PREFIN. MTL.	BRONZE
GUTTER	PREFIN. MTL.	MATCH ADJ.
DOWNSPOUT	PREFIN. MTL.	BRONZE
O.H.D.	PREFIN. MTL.	BRONZE
GLASS O.H.D.	ALUM.	BRONZE
WINDOW	FIBERGLASS	BRONZE
CANOPY	PREFIN. MTL.	BRONZE
BRACKETS	FIBERGLASS	SMOKED BIRCH
H.M. DOOR	PRE-FIN. MTL.	BRONZE
STAND. SEAM	PRE-FIN. MTL.	BRONZE

MECHANICAL / ELECTRICAL

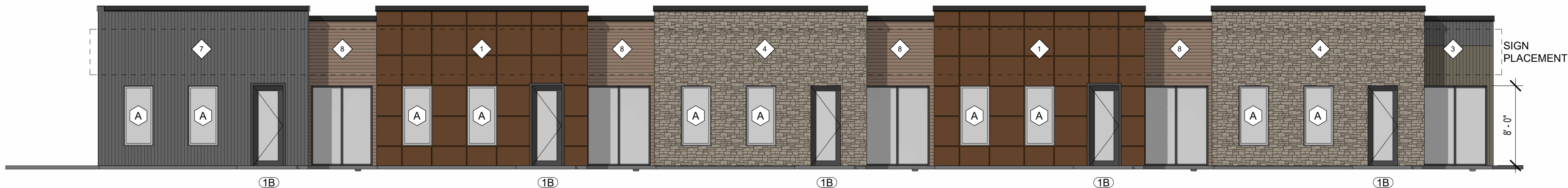
- BUILDINGS A,B,C,D,E,F
- 200 AMP ELECTRICAL PANEL
- FORCED AIR HEATER
- AIR CONDITIONING
- 8 OUTLETS
- 4 LED CEILING LIGHTS
- CEILING FAN (PRE-WIRE)
- BUILDING 'G'
- GAS BOILER IN FLOOR HEAT (SET TO 60°)
- 1 OUTLET / UNIT



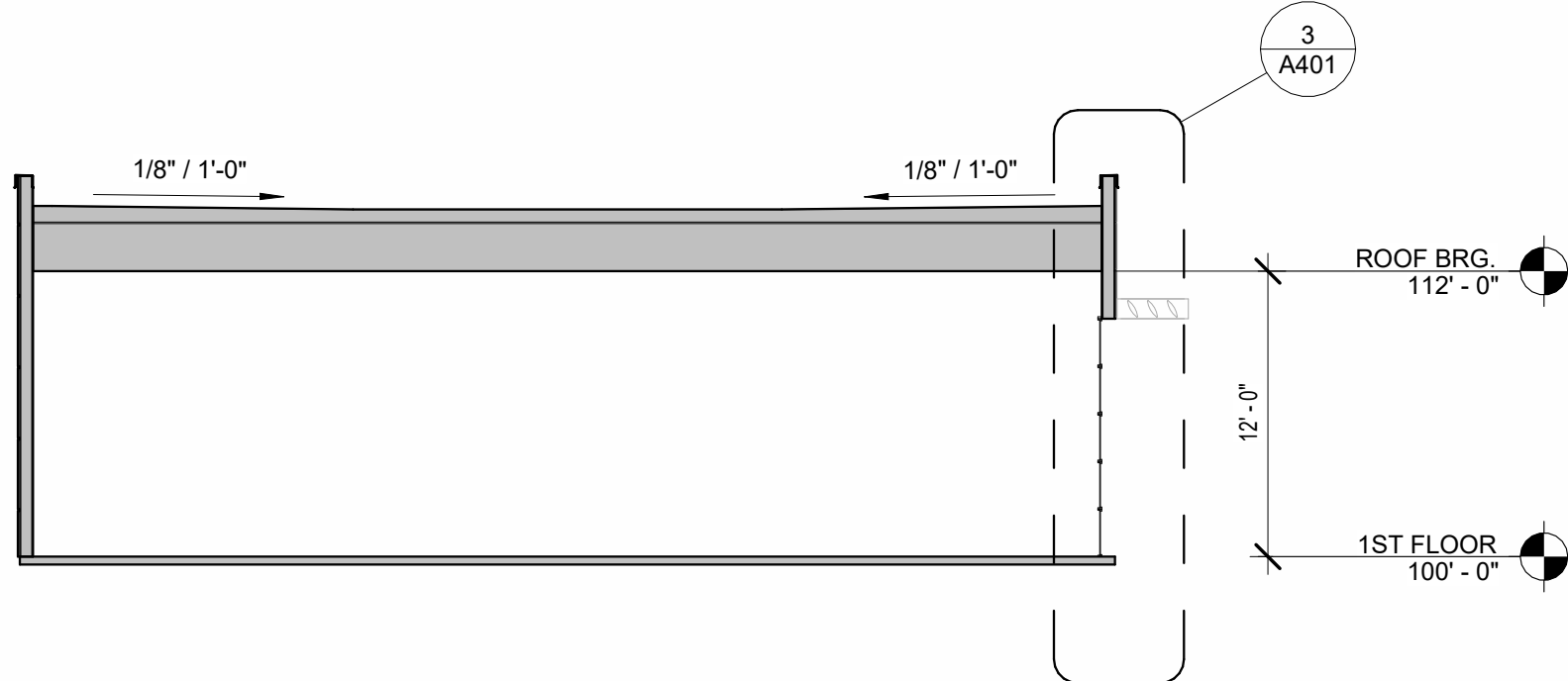
3 A UNITS - 1ST FLOOR
1/8" = 1'-0"



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"

RHET
ARCHITECTURE

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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 A & B - FLOOR
PLAN, ELEVATIONS

A201

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

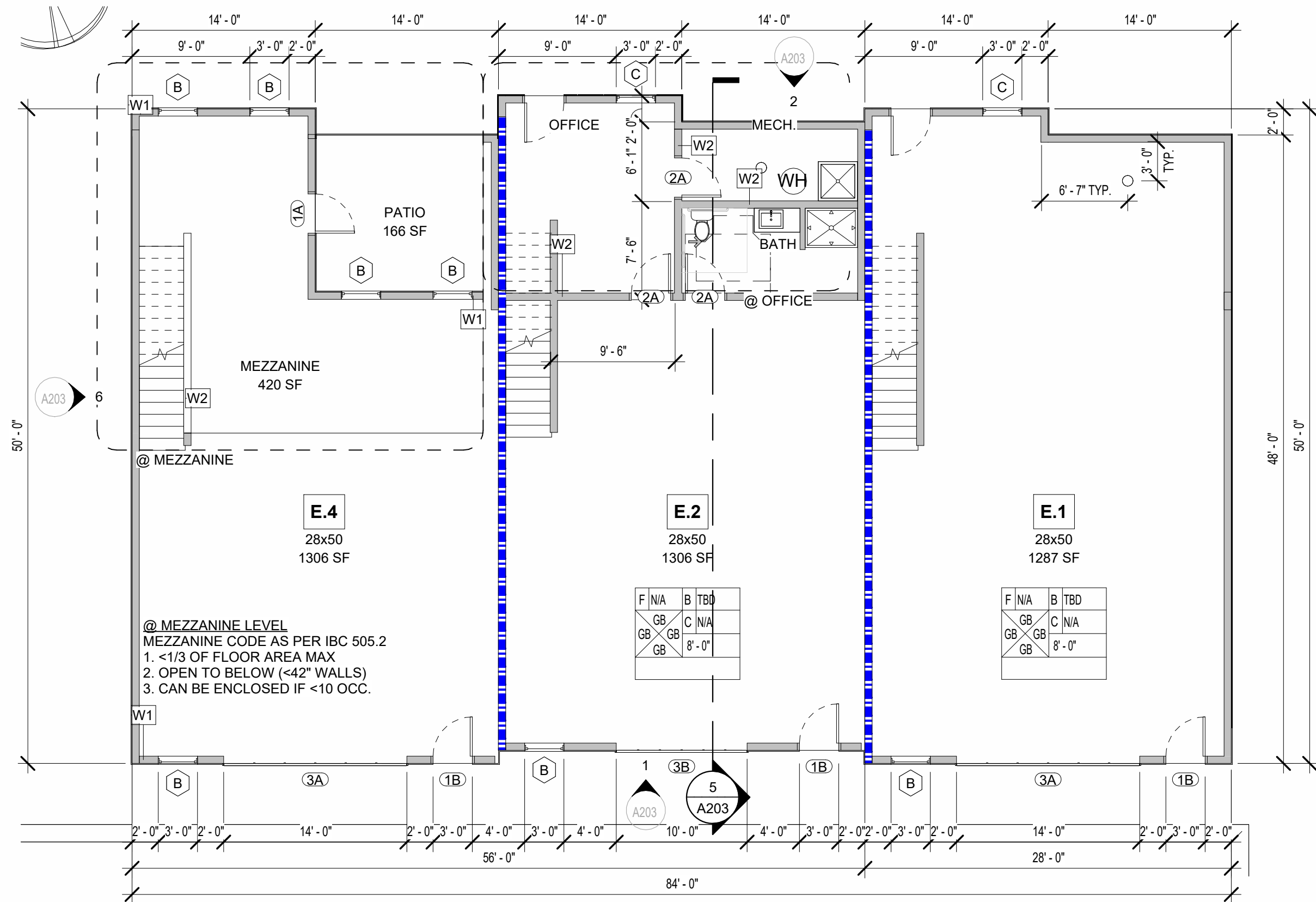
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
CLR: [1] RUST, [2] COTTON, [3] DARK CHOCOLATE
- 4 STN-1 STONE VENEER
BFD: EDWARDS STONE
INSTL: DRY STACK
CLR: SOUTHWEST CREAM
- 5 BRK-1 BRICK (ALT: EIFS)
BFD: HEBRON BRICK (ALT: DRYVIT)
INSTL: RUNNING (ALT: CUSTOM BRICK)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

TYPICAL MATERIALS

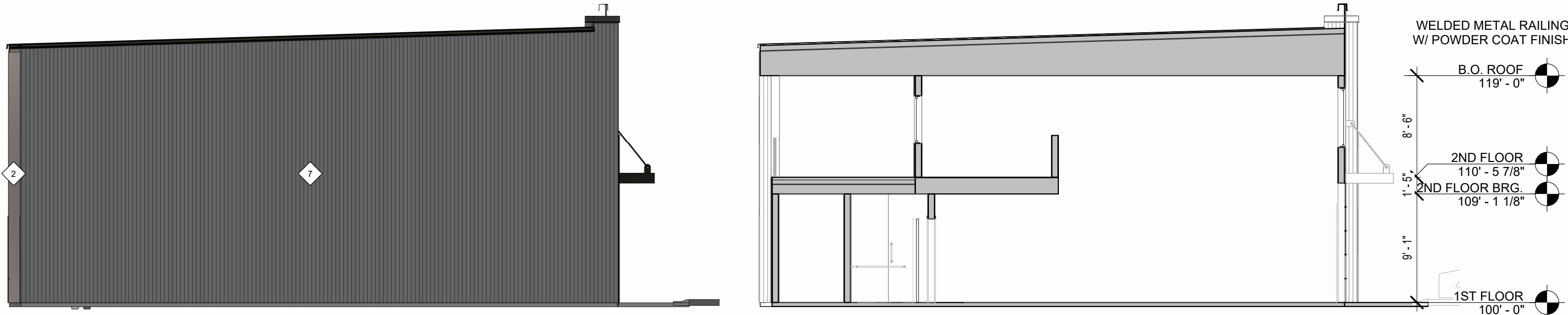
- USE MATERIAL COLOR:
FLAT ROOF EPDM/TPO BLACK/WHITE
SLOPED ROOF PREFIN. MTL. BRONZE
FASCIA PREFIN. MTL. BRONZE
SOFFIT PREFIN. MTL. BRONZE
FRIEZE PREFIN. MTL. BRONZE
PARAPET CAP PREFIN. MTL. BRONZE
GUTTER PREFIN. MTL. MATCH ADJ.
DOWNSPOUT PREFIN. MTL. BRONZE
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GLASS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

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



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

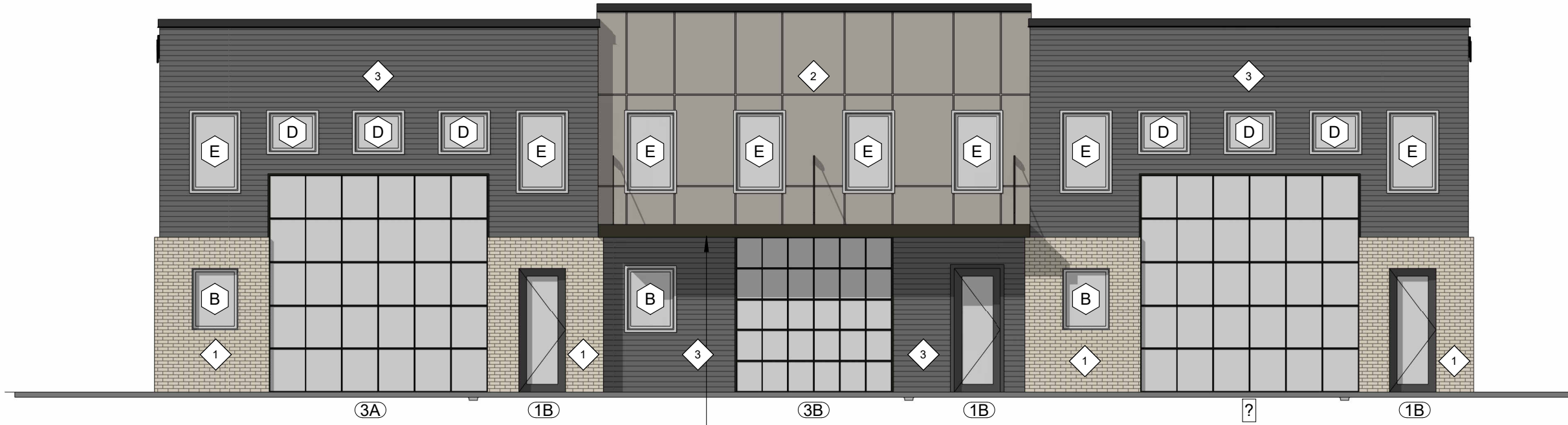


6 E & F UNITS - SIDE ELEVATION
1/8" = 1'-0"

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"

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OWNER:
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3100 N 14TH STEET
BISMARCK, ND 58503
PHONE: 701-663-4117
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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

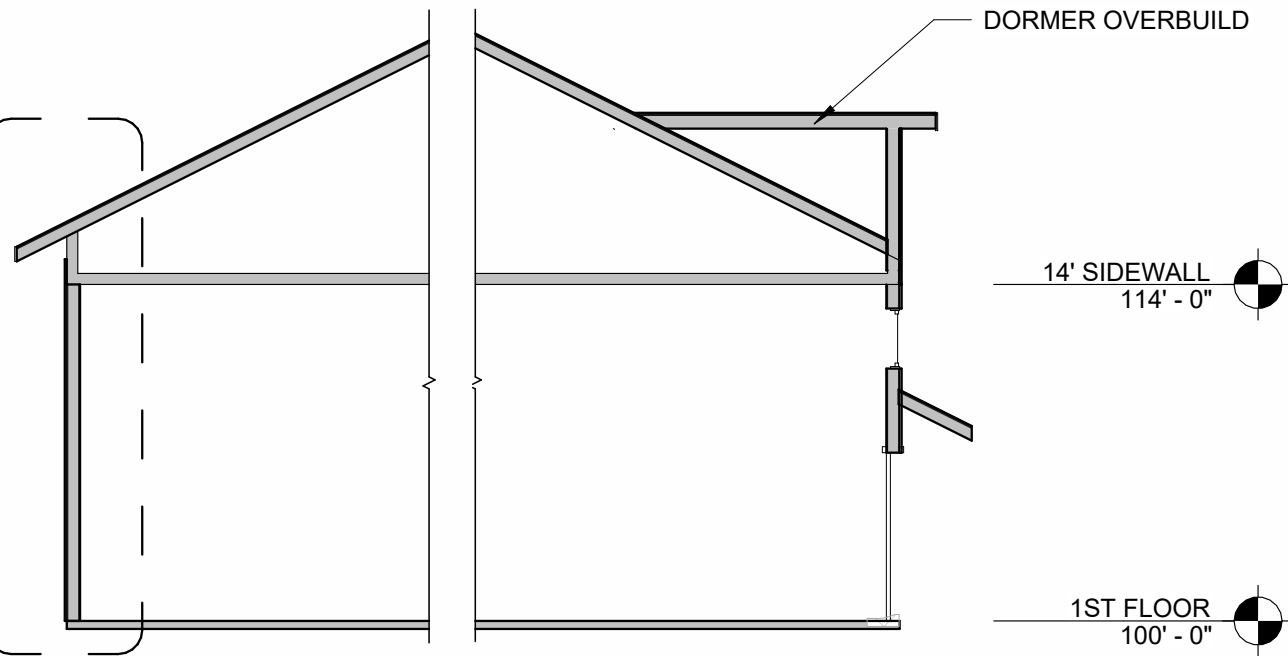
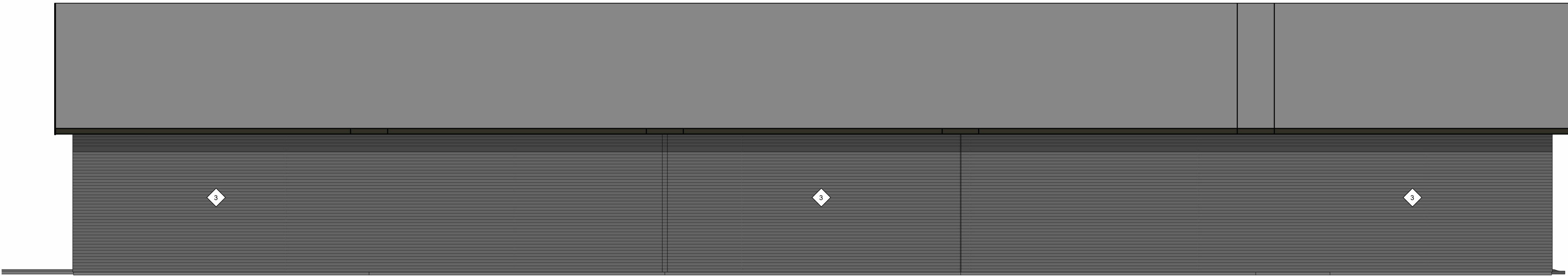
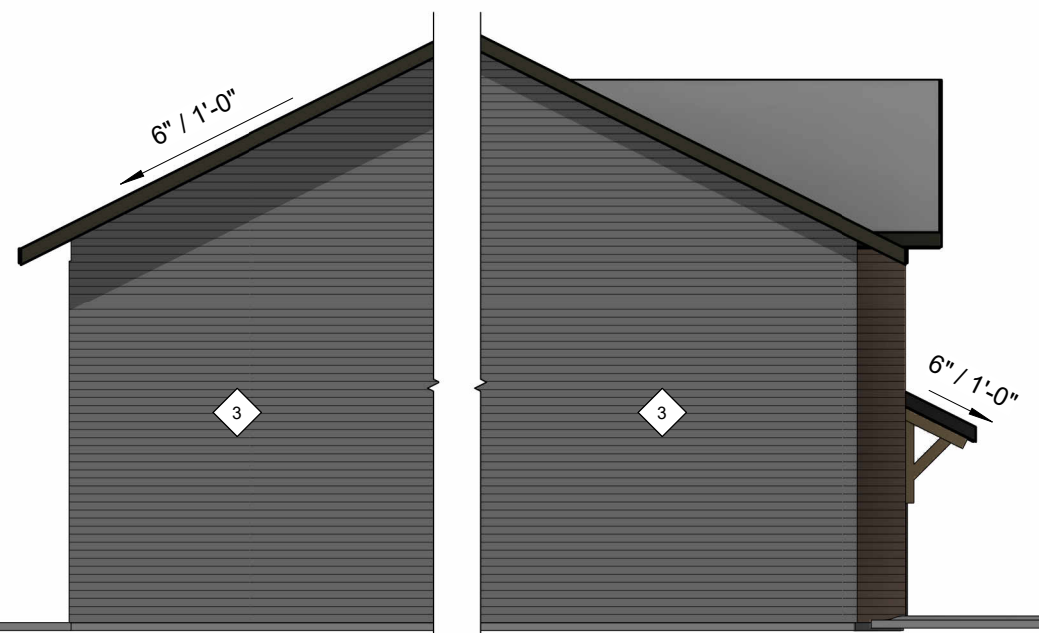
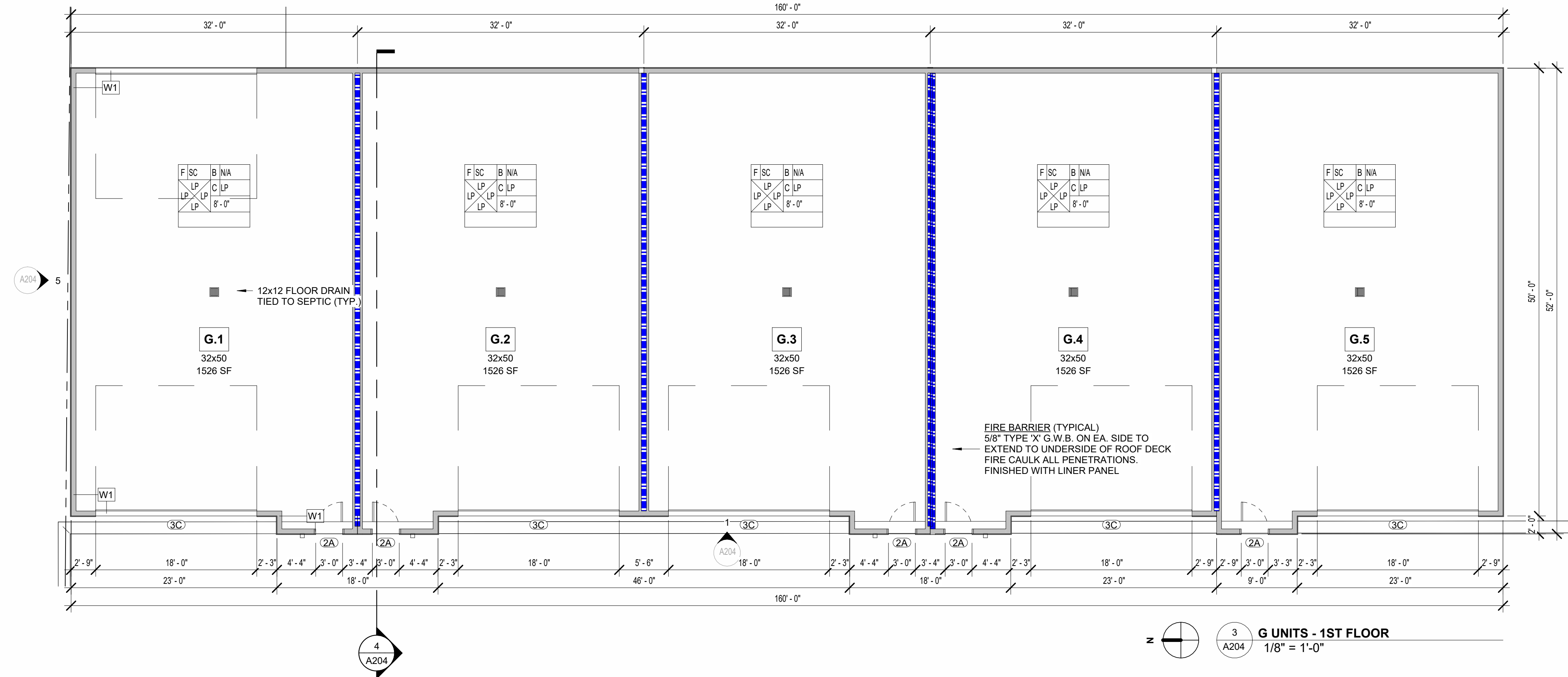
- 1 EIFS-1, EIFS-2, EIFS-3
BFD: DRYVIT
SPEC: STANDARD + (PANZER 20 TO 8'-0" A.F.F.)
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CLR: SEA GRAY 6
- 6 MTL-1 METAL SALES
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CLR: OLD ZINC GREY (W29)
- 7 MTL-1 METAL SALES
BFD: V-LINE 32 (VERTICAL)
CLR: MATTE BLACK (106)
- 8 WD-1 MAC METAL ARCHITECTURAL
BFD: V-LINE 32
COLOR: SMOKED BIRCH

TYPICAL MATERIALS

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FASCIA PREFIN. MTL. BRONZE
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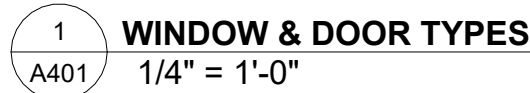
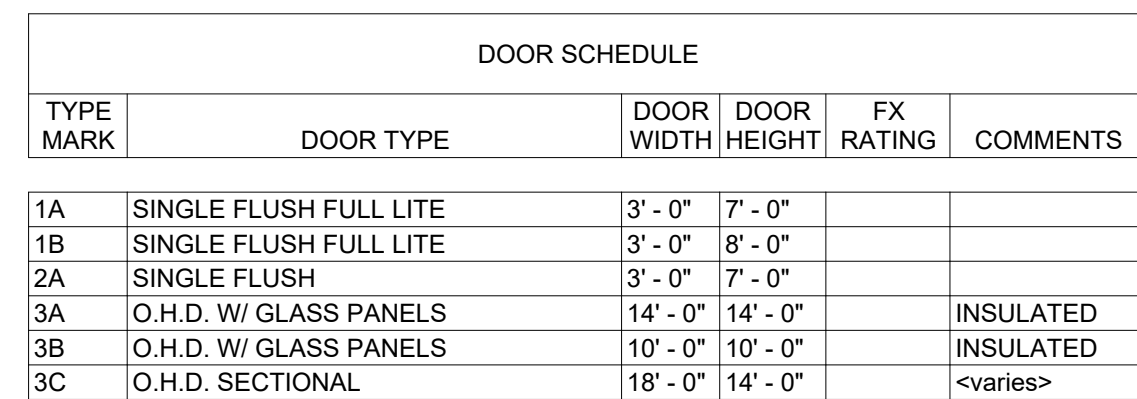
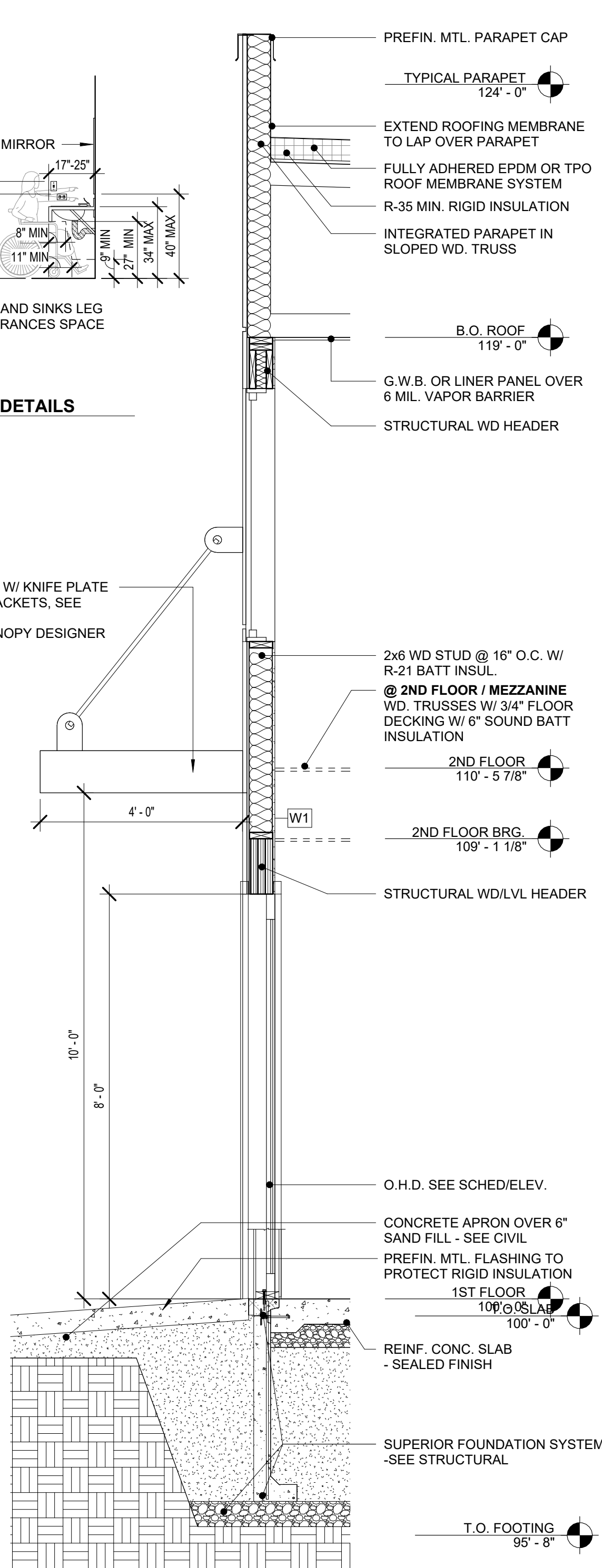
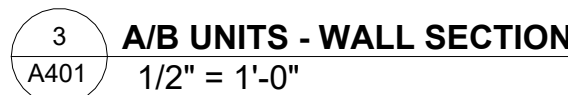
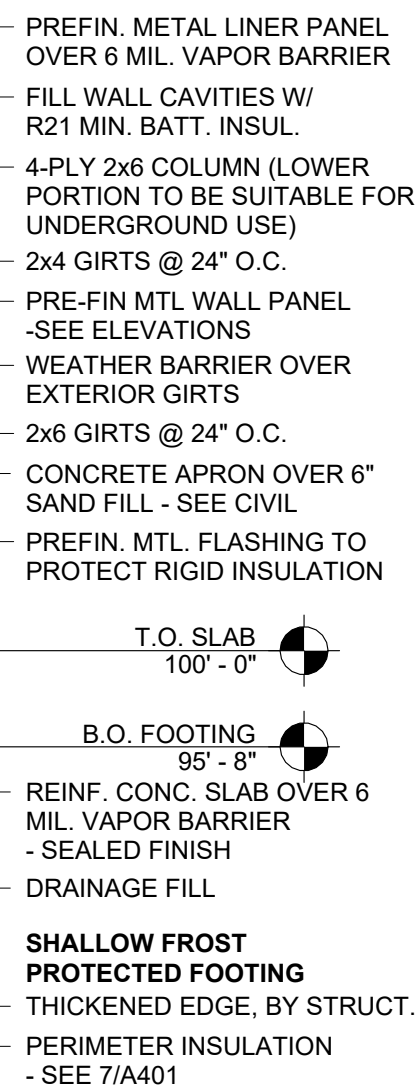
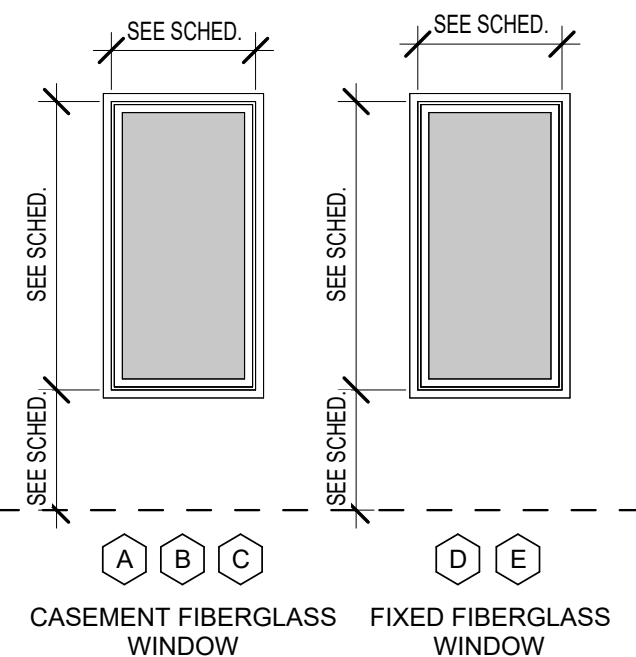
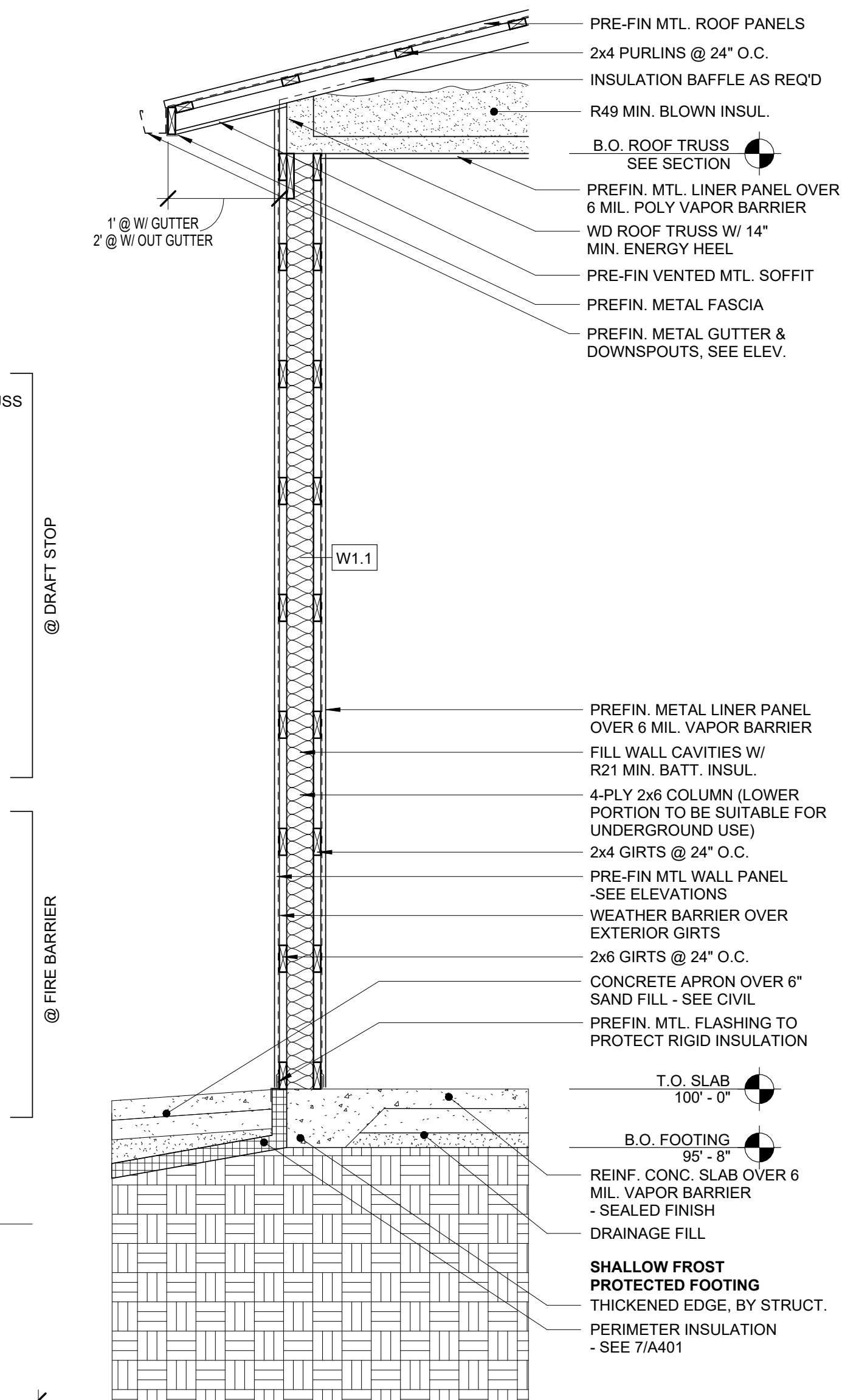
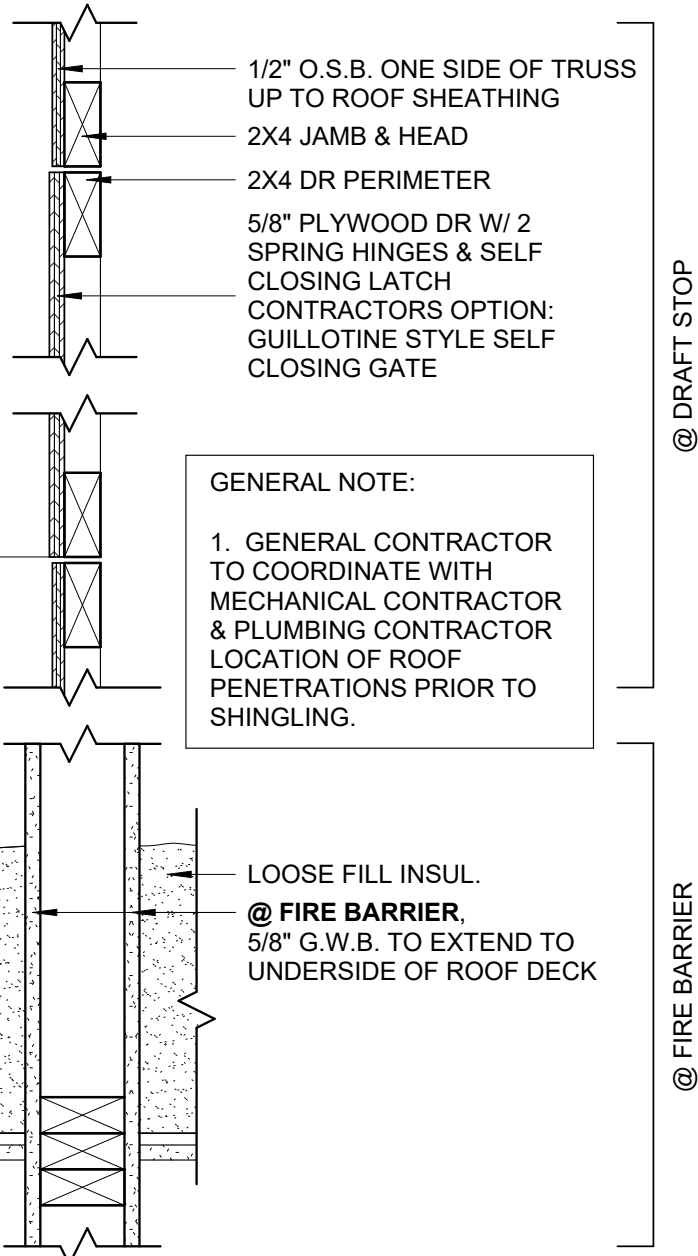
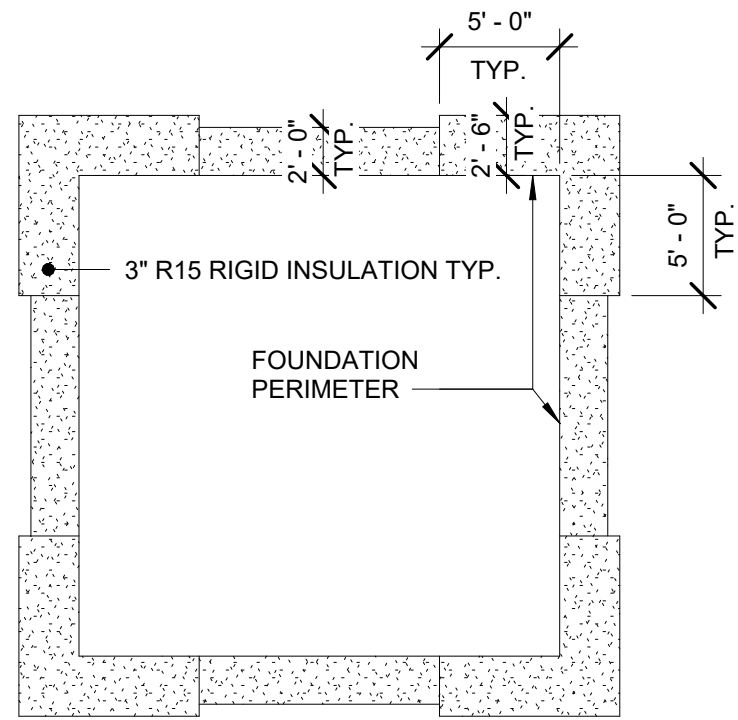
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PROJECT NO: 24-117401
DRAWN BY: DN
CHECKED BY: RF

DRAWING TITLE:
UNITS G - FLOOR PLAN, ELEVATIONS

A204

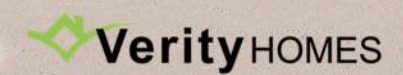


A401























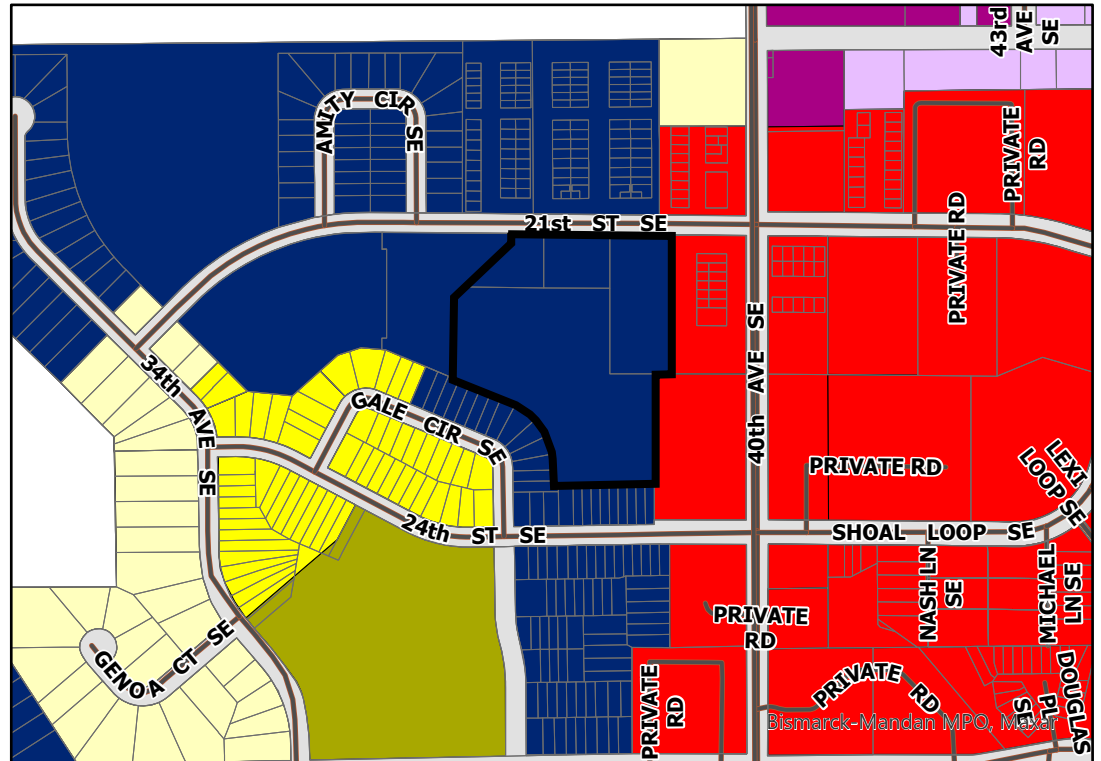
Zoning and Future Land Use Reference Map

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

