



**AGENDA**  
**CITY COMMISSION**  
**APRIL 1, 2025**  
**ED "BOSH" FROEHLICH MEETING ROOM**  
**MANDAN CITY HALL**  
**5:30 PM**  
**[WWW.CITYOFMANDAN.COM](http://WWW.CITYOFMANDAN.COM)**

*The public may access the LIVE meeting at:*

**Watch & Listen**

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

**Dial:** +1 312 626 6799

**Webinar ID:** 823 2073 1127

**Listen**

Radio Access 102.5 FM  
[RadioAccess.org](http://RadioAccess.org)

**Web:**

<https://us02web.zoom.us/j/82320731127>

**A. ROLL CALL**

1. Roll call of all City Commissioners

**B. THE PLEDGE OF ALLEGIANCE**

**C. ANNOUNCEMENTS**

1. Bicycle Friendly Workshop May 21-22, 2025
2. Wear Blue Day Proclamation
3. Child Abuse Prevention Month Proclamation
4. Consider proclaiming April 13-19, 2025 as National Public Safety Telecommunications Week
5. Spring Clean Up Week April 19-26
6. Consider launch of 2025 Neighborhood Revitalization Initiative with Gate City Bank and Capital Credit Union

**D. APPROVAL OF AGENDA**

**E. MINUTES**

1. Consider approval of the following Board of City Commissioners meeting

minutes:

- a. March 18, 2025 regular meeting
- b. March 25, 2025 special meeting

**F. PUBLIC HEARING**

- 1. Public Hearing for Street Improvement District 236, 1st Street Improvements Phase I

**G. BIDS**

- 1. Consider Municipal Concrete Contract Bids
- 2. Consider bids for Water Sewer District 65, Monte Drive
- 3. Consider award of the Rapid Rectangular Flashing Beacon Project
- 4. Consider bids for the Water Treatment Plant Phase III Optimization Project

**H. CONSENT AGENDA**

- 1. Consider approval of the following raffle permits:
  - a. Central Dakota Forensic Nurse Examiners
  - b. Mandan's Monday Night Cruise Night
- 2. Consider the following special event permits:
  - a. Silver Dollar 3rd of July Street Dance
  - b. Mandan Progress Organization's Touch a Truck, May 17
- 3. *Consider Flex PACE letter of support for financing of real estate purchase and construction for Vision Source Mandan*

**I. OLD BUSINESS**

**J. NEW BUSINESS**

- 1. Consider driveway width variance request for 1207 1st Street SW
- 2. Consider Task Order for Construction Oversight of the Rapid Rectangular Flashing Beacon Project
- 3. Consider a Task Order Amendment to include construction oversight of the

2025 Reconstruction Project - Monte Drive

4. Consider a 2025 budget amendment for the Tree Inventory project
5. Consider Amendment to add construction oversight of the Water Treatment Plant Phase III Optimization project
6. Request for Memorial Highway Improvements Project - West Half Pre-Construction Cost-Share
7. Legislative Update

**K. RESOLUTIONS AND ORDINANCES**

1. Second consideration of Ordinance 1460, a zone change from A - Agriculture and MC - Industrial to A - Agriculture for HRWTC Addition
2. Consider a Resolution establishing rates and charges for water meters

**L. OTHER BUSINESS**

**M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS**

- - April 8, 2025 at 5:30 p.m. Special Meeting, Working Session Long Range Financial Planning
  - April 15, 2025 at 5:30 p.m.
  - May 6, 2025 at 5:30 p.m.
  - May 20, 2025 at 5:30 p.m.

**N. ADJOURN**



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 17, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Andrew Stromme  
**PRESENTER:** Andrew Stromme, City Planner  
**SUBJECT:** Bicycle Friendly Workshop May 21-22, 2025

---

**STATEMENT/PURPOSE:**

Bicycle Friendly Workshop May 21-22, 2025

**BACKGROUND/ALTERNATIVES:**

The League of American Bicyclists has graciously offered to host a Bicycle Friendly Community Workshop in Bismarck-Mandan in May, 2025. Details are included in the attached flyer.

**ATTACHMENTS:**

1. BFC Workshop Flyer

**FISCAL IMPACT:**

N/a

**STAFF IMPACT:**

N/a

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

**SUGGESTED MOTION:**





# BICYCLE FRIENDLY COMMUNITY

## 2025 BFC WORKSHOP

**YOU'RE INVITED!**

Join us for the 2025 Bicycle Friendly Community Workshop!

This interactive session will assess how bike-friendly our community is, identify solutions to challenges, highlight strengths and areas for improvement, and explore ways to grow our bike network for all. The workshop will include a bike ride audit led by the Bismarck-Mandan-Lincoln Community.

**Date:** May 21-22, 2025

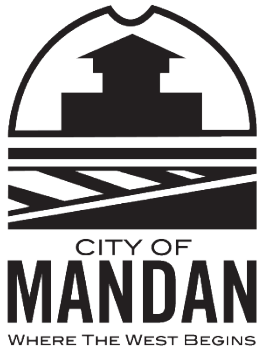
**Location:** Bismarck Public Works || 601 S 26th St.

**Cost:** FREE



**SCAN THE QR CODE TO REGISTER:**





# PROCLAMATION

## “Wear Blue Day”

April 1, 2025

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

**WHEREAS,** Wear Blue Day (April 1, 2025) is a nation-wide event to create awareness all over the country. Citizens have worn blue as a symbol of the need to prevent child abuse and neglect. Blue is a nationally recognized color for child abuse prevention; and

**WHEREAS,** Families Flourish ND’s goal is to reduce child abuse and neglect to 0% by co-creating safe and nurturing environments for children; and

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

**THEREFORE, BE IT RESOLVED** that I James Froelich, Mayor of the City of Mandan, do hereby proclaim April 1, 2025 as Wear blue Day in the City of Mandan and encourage citizens to participate in Wear Blue Day to create an awareness of child abuse and neglect in North Dakota.

---

James Froelich,  
President, Board of City Commissioners

Attest:

---

James Neubauer, City Administrator



# PROCLAMATION

## “Child Abuse Prevention Month”

April 2025

**WHEREAS,** children are vital to our city’s future success, prosperity and quality of life as well as being our most vulnerable assets.

**WHEREAS,** all children deserve to have safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

**WHEREAS,** child abuse and neglect is a community responsibility affecting both the current and future quality of life in a community;

**WHEREAS,** communities that provide parents with social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

**WHEREAS,** effective child abuse prevention strategies succeed because of partnerships created among citizens human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

**THEREFORE,** I do hereby proclaim **April** as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and business to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

---

James Froelich,  
President, Board of City Commissioners

Attest:

---

James Neubauer, City Administrator



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 24, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** National Public Safety Telecommunications Week  
Proclamation April 13-19, 2025

---

**STATEMENT/PURPOSE:**

To consider proclaiming April 13-19, 2025 as National Public Safety Telecommunications Week,

**BACKGROUND/ALTERNATIVES:**

The Central Dakota Communications Center Board of Directors has declared April 13 – 19, 2025 as National Public Safety Telecommunications to honor the men and women of the Central Dakota Communications Center who dedicate themselves to helping keep our communities and our citizens safe.

**ATTACHMENTS:**

1. NPSTW Mandan 2025

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

n/a

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

I recommend proclaiming April 13-19, 2025 as National Public Safety Telecommunications Week.

City Commission

Agenda Documentation

April 1, 2025

Subject: Consider proclaiming April 13-19, 2025 as National Public Safety Telecommunications Week

Page 2 of 2

---

**SUGGESTED MOTION:**

I move to proclaim April 13-19, 2025 as National Public Safety Telecommunications Week.



# PROCLAMATION

## National Public Safety Telecommunications Week

April 13 – 19, 2025

**Whereas**, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and

**Whereas**, when an emergency occurs, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property; and

**Whereas**, the safety of our law enforcement officers, firefighters, and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who call the Central Dakota Communications Center; and

**Whereas**, Public Safety Communications Specialists are the first, first responders, delivering essential pre-arrival instructions, and providing the most critical link that our citizens have with emergency services; and

**Whereas**, Public Safety Communications Specialists are the single vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

**Whereas**, Public Safety Communications Specialists of the Central Dakota Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**Whereas**, each Communications Specialist has exhibited compassion, understanding and professionalism during the performance of their duties in the past year;

**Whereas**, the Central Dakota Communications Center Board of Directors has declared April 13<sup>th</sup> – 19<sup>th</sup>, 2025 as National Public Safety Telecommunications to honor the men and women of the Central Dakota Communications Center who dedicate themselves to helping keep our communities and our citizens safe;

**Therefore, Be it Resolved** that the Board of City Commissioners for the City of Mandan joins the Central Dakota Communications Center Board of Directors and declares April 13<sup>th</sup> – 19<sup>th</sup>, 2025 as National Public Safety Telecommunications Week in the City of Mandan.

Signed this \_\_\_\_1st\_\_\_\_ day of April, 2025.

---

James A. Froelich, President,  
Board of City Commissioners



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Shane O'Keefe  
**PRESENTER:** Shane O'Keefe, Public Works Director  
**SUBJECT:** Spring Clean Up Week

---

**STATEMENT/PURPOSE:**  
Spring Clean Up Week

**BACKGROUND/ALTERNATIVES:**

The Public Works Department annually sets aside a week for special waste collection and free dumping at the landfill for all city residents. This year, Spring Clean-Up Week is April 19-26. The City landfill will be open on Saturday, April 19 and Monday, April 21st through Saturday, April 26th from 8 a.m. to 4:45 p.m. Residents may place bulky items on the boulevard curb by 5 a.m. on your normally scheduled garbage days, but not more than 24 hours in advance of collection. Only items placed in front of resident houses on the boulevard will be picked up by crews.

Additional information is available at [cityofmandan.com/cleanup](http://cityofmandan.com/cleanup).

**ATTACHMENTS:**  
None

**FISCAL IMPACT:**  
n/a

**STAFF IMPACT:**  
n/a

**LEGAL REVIEW:**  
n/a

**RECOMMENDATION:**

**SUGGESTED MOTION:**





## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Planning, Building Inspections, Assessing, Finance, Business Development + Communications  
**DEPARTMENT DIRECTOR:** Andrew Stromme  
**PRESENTER:** Andrew Stromme, City Planner  
**SUBJECT:** Consider launch of 2025 Neighborhood Revitalization Initiative with Gate City Bank and Capital Credit Union

---

#### **STATEMENT/PURPOSE:**

Consider launch of 2025 Neighborhood Revitalization Initiative with Gate City Bank and Capital Credit Union

#### **BACKGROUND/ALTERNATIVES:**

The City of Mandan, in partnership with Gate City Bank and Capital Credit Union, is pleased to announce the launch of the 2025 Neighborhood Revitalization Initiative. This program is designed to promote reinvestment in Mandan's core neighborhoods by providing eligible homeowners with access to low-interest home equity loans to improve and enhance their properties.

#### **Program Overview:**

- Gate City Bank has allocated \$2 million in loans at an interest rate starting at 4.48% with repayment terms of 10 to 15 years.
- Capital Credit Union has allocated \$750,000 in loans at an interest rate starting at 4.49% APR with repayment terms of 10 to 15 years.

Loan amounts range from a minimum of \$10,000 to a maximum of \$100,000. Applications for the 2025 program are due by October 31, 2025.

#### **Eligibility Requirements:**

To qualify, the property must meet the following criteria:

- Located within Mandan city limits.

- Zoned for residential use.
- Outside of the 100-year floodplain.
- Owner-occupied, 1- or 2-unit, single-family home.
- Current on property taxes and special assessments.
- Assessed value under \$275,000.
- Home must be at least 40 years old.

**Eligible Improvement Types:**

Loan funds can be used for various home improvement projects, including:

- Foundation work (drain tile, bracing)
- Major exterior improvements (siding, roofing, windows, garages\*)
- Addition of bedrooms or new living space
- Major interior remodeling (kitchen, bathroom) or system replacements (furnace, electrical)
- Landscaping, porches, decking, and retaining wall updates
- Water and sewer upgrades
- Radon mitigation
- Conversion of rental units to owner-occupied

Note: Garages must comply with zoning regulations. Variances would not be eligible for this program.

City staff will assist in reviewing applications to ensure compliance with program criteria, while Gate City Bank and Capital Credit Union will handle final credit reviews and loan approvals.

For more information or to access the application, visit [cityofmandan.com/neighborhoodrevitalization](https://cityofmandan.com/neighborhoodrevitalization)

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

N/a

City Commission

Agenda Documentation

April 1, 2025

Subject: Consider launch of 2025 Neighborhood Revitalization Initiative with Gate City Bank and Capital Credit Union

Page 3 of 3

---

**STAFF IMPACT:**

City staff will screen applications as done previously.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

**SUGGESTED MOTION:**

The Mandan City Commission met in regular session at 5:30 PM on March 18, 2025 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, CIS Manager Mischel and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Quarterly work anniversary recognition.* HR Director Berger and Mayor Froelich presented quarterly work anniversaries for those with 3,5,10,15,20, and 25 years of service in the first quarter of 2025.

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

E. MINUTES

1. *Consider approval of the March 4, 2025 Board of City Commissioner meeting minutes.* Commissioner Sjoberg moved and Commissioner Rohr seconded to approve as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

1. *Consider a zone change from A - Agriculture and MC - Industrial to A - Agriculture for Heart River Women's Transformational Center Addition.* Planner Stromme presented the item. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

G. BIDS

H. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval for the following budget amendments and transfers:.*
  - a. *Administration.*
  - b. *Fire Department.*
  - c. *Information Technology.*
  - d. *Finance Department.*
  - e. *Public Works.*
  - f. *Building Inspections.*
  - g. *Assessing.*

- 
- h. *Human Resources.*
  - i. *Engineering.*
  - j. *Planning Department.*
  - k. *Business Development & Communications.*
  3. *Consider approval to apply for the 2025 America The Beautiful Program Development Grant.*
  4. *Consider a Budget Amendment to the 2025 Public Works Cemetery Department Budget.*
  5. *Consider approval for the purchase of a Street loader with snowplow using sourcewell bid pricing.*
  6. *Consider approval of a raffle permit for Bismarck High Football Boosters Foundation.*
  7. *Consider approval of a 2025 Budget Amendment for the Police Department.*
  8. *Consider additional Engineering budget transfer and amendment requests.*
  9. *Consider approval of a task order amendment from Advanced Engineering and Environmental Services to perform a Sewer backup surcharge analysis for the City's long-term financial plan.* Commissioner Braun moved and Commissioner Sjoberg seconded to approve consent agenda items 1-9 including all sub-items as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider Memorial Highway Engineering Service Agreement and Project Update.* Engineer Wigness presented the item. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the amendment to our engineering service contract with HDR, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *Consider acceptance of a State Homeland Security Grant through the North Dakota Department of Emergency Services..* Police Captain Haug presented the item. Commissioner Braun moved and Commissioner Heinsohn seconded to approve the acceptance of the Fiscal Year 2024 State Homeland Security Grant through the North Dakota Department of Emergency Services in the amount of \$135,000 and to amend the 2025 Police Department's Capital Outlay Budget \$135,000 for the purchase of the equipment. Roll Call vote: Aye 5, Nay 0. The motion passed.
3. *Legislative Update.* Administrator Neubauer presented an update on the legislative session. The item required no action.

K. RESOLUTIONS AND ORDINANCES

1. *Resolution Establishing Rates And Charges For Services At the Cemetery .* Public Works Director O'Keefe presented the resolution. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the resolution establishing rates and charges for services from the Cemetery Fund. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *First Consideration of Ordinance 1460, a zone change from A - Agriculture and MC - Industrial to A - Agriculture for Heart River Women's Transformational Center Addition.* Planner Stromme presented the item. Commissioner Rohr moved and Commissioner Braun seconded to approve the first consideration of Ordinance 1460 contingent on a utility servicing plan being approved by the City of Mandan. Roll Call vote: Aye 5, Nay 0. The motion passed.

---

3. *Second and final consideration of Ordinance No.1462, which creates the prohibited camping ordinance.* Deputy Police Chief Bier presented the second and final consideration of the ordinance. There has been one minor change: the levy has been added as a place where camping is prohibited. One comment from the public was received and responded to. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the second and final consideration of Ordinance No. 1462 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *March 25, 2025, at 5:30 p.m. Special Meeting, Working Session Long Range Financial Planning*
- *April 1, 2025, at 5:30 p.m. (Board of Equalization at 7 p.m.)*
- *April 8, 2025, at 5:30 p.m. Special Meeting, Working Session Long Range Financial Planning*
- *April 15, 2025 at 5:30 p.m.*
- *May 6, 2025 at 5:30 p.m.*

.

N. ADJOURN There being no further business, the meeting adjourned at 6:09 p.m.

---

James Neubauer  
City Administrator

---

James Froelich  
Board of City Commissioners

The Mandan City Commission met in regular session at 5:30 PM on March 25, 2025 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assistant Finance Director Justin Schulz, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Fire Chief Bitz, Business Development & Communications Director Cermak, Planner Stromme and Communications Specialist Schmidt.

B. THE PLEDGE OF ALLEGIANCE

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

D. NEW BUSINESS

1. *Long Term Financial Planning.* City Engineer Wigness and Assistant City Engineer McAdoo-Roesler came back to the Commission with part two of the capital improvement plan for 2025-2030.

E. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

*Tuesday, April 1, 2025, at 5:30 p.m. (Board of Equalization at 7 p.m.)*  
*Tuesday, April 8, 2025, at 5:30 p.m. Special Meeting, Working Session*  
*Tuesday, April 15, 2025, at 5:30 p.m.*  
*Tuesday, May 6, 2025, at 5:30 p.m..*

F. ADJOURN There being no further business, the meeting adjourned at 7:26 a.m.

---

James Neubauer  
City Administrator

---

James Froelich  
Board of City Commissioners



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Engineering Department  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** To hear public comments on Street Improvement District 236

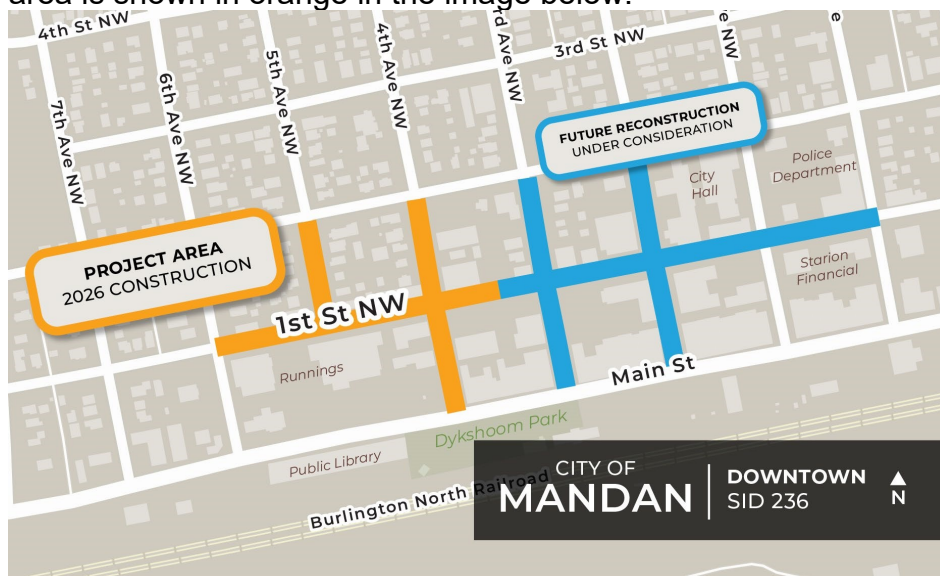
---

#### STATEMENT/PURPOSE:

For the public to comments on the proposed improvements along the 1st street corridor.

#### BACKGROUND/ALTERNATIVES:

This project consists of reconstructing 1st Street from 6th Avenue NW to 4th Avenue NW, along with 3rd and 4th Avenues between Main Street and 1st Street. The project area is shown in orange in the image below:



This project was awarded \$2.35M of federal funds through the Urban Grants Program to implement multi-modal safety and quality of life improvements. These would include



April 1, 2025

Subject: Public Hearing for Street Improvement District 236, 1st Street Improvements Phase I

Page 2 of 3

---

American Disability Act-compliant sidewalks, corrected angled parking, street reconstruction and utility replacement. A rendering of the proposed improvements are shown here:



On February 18<sup>th</sup>, the commission approved resolutions of necessity for SID 236. The publication dates of this resolution were February 21<sup>st</sup> and February 28<sup>th</sup>, with the protest period ending March 24<sup>th</sup> and being brought to the commission on April 1st. Due to complications, the resolution was not published on either of these dates. To address this, the engineering department updated the publication dates to March 21st and March 28th and extended the protest acceptance date to April 22nd.

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

There is no financial impact associated with this agenda item.

**STAFF IMPACT:**

None.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

This is the first of two public input hearing that we will have for this project, no motion recommended.

**SUGGESTED MOTION:**

No motion required.



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 24, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider Municipal Concrete Contract Bids

---

#### **STATEMENT/PURPOSE:**

To review and possibly award a contract for the 2025 Municipal Concrete project.

#### **BACKGROUND/ALTERNATIVES:**

Annually, the Engineering Department administers a city-wide concrete replacement project, which is made available to interested citizens that have improvement needs in the Right of Way adjacent to their properties. Through this project, citizens are able to take advantage of financing their improvements through special assessments.

This contract is also utilized by Public Works to repair identified concrete issues around the City.

On March 21st, the City received and opened three bids for the project. The engineers' estimate for this project was \$77,000.

Nuss Construction - **\$78,543.50**

Brandoz concrete - \$94,560.00

Knife River corporation - \$106,905.10

#### **ATTACHMENTS:**

1. Resolution Approving Contract and Contractor's Bond
2. Proposal

#### **FISCAL IMPACT:**

The improvements associated with individual properties will be assessed back to the benefiting property. Improvements made at the request of Public Works, which have a broader impact, will be paid through the department's budget for street repairs.

**STAFF IMPACT:**

This contract will require moderate effort by the City to inspect work and administer the contract.

**LEGAL REVIEW:**

Agenda documents have been forwarded to the City Attorney for review.

**RECOMMENDATION:**

To award the Municipal Concrete project contract to Nuss Construction, as presented.

**SUGGESTED MOTION:**

I move to award the Municipal Concrete project contract to Nuss Construction, as presented.

**RESOLUTION**  
**APPROVING CONTRACTS AND CONTRACTORS' BONDS FOR**  
**THE MUNICIPAL CONCRETE PROJECT**  
(Project No. 2025-05)

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for the Municipal Concrete improvement project of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Nuss Construction whose bid provides for the construction of said improvement at a total estimated base price of \$78,543.50.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into contracts with said bidders on the part of the City, in the form prescribed by §40-22-35 and §40-22-35, N.D.C.C. as amended, provided that said bidders shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of §40-22-30 and 40-22-32 of said Code.

Dated this 1<sup>st</sup> day of April, 2025

\_\_\_\_\_  
President Board of City Commissioners

Attest:

\_\_\_\_\_  
James Neubauer,  
City Administrator

# Proposal

2025 Municipal Sidewalk Improvement

February 18, 2025

Project No. 2025-05

To the Honorable President and members of the Board of City Commissioners  
City of Mandan, Mandan, North Dakota

The undersigned hereby certifies that they have personally examined the location and construction details of work outlined on the plans and specifications for constructing, rebuilding and repairing sidewalks within the City of Mandan, ND, and has read and thoroughly understands the plans and specifications and contract documents governing the work embraced in this improvement in accordance with said plans, specifications and contract documents and at the following schedule of rates and prices:

Spec. Number	Item	Quantity	Unit	Unit Price	Total
201-3.2	TREE REMOVAL	0	E.A.	\$ 100.00	—
201-3.5	TREE ROOT CUTTING	0	E.A.	\$ 15.00	—
202-4.1	UNCLASSIFIED EXCAVATION	40	C.Y.	\$ 40.00	\$1600.00
501-4.5	SAWING CONCRETE	100	L.F.	\$ 10.00	\$1000.00
302-4.3A	BLENDED BASE	76	TON	\$ 45.00	\$3420.00
601-3.8	ADA CURB RAMPS	155	S.F.	\$ 19.00	\$2945.00
601-4.1	4 IN CONCRETE	1350	S.F.	\$ 14.50	\$19,575.00
601-4.3	4 IN CONCRETE REMOVAL	1445	S.F.	\$ 4.50	\$6502.50
602-4.1	6 IN CONCRETE	830	S.F.	\$ 15.50	\$12,865.00
602-4.3	6 IN CONCRETE REMOVAL	830	S.F.	\$ 5.00	\$4150.00
602-4.2	8 IN CONCRETE	0	S.F.	\$ 19.00	—
602-4.2A	8 IN CONCRETE REMOVAL	0	S.F.	\$ 7.00	—
603-5.4	8 IN CONCRETE VALLEY GUTTER	0	L.F.	\$ 100.00	—
603-5.3	STANDARD CURB & GUTTER	310	L.F.	\$ 75.00	\$23,250.00
603-5.6	CURB & GUTTER REMOVED	310	L.F.	\$ 10.00	\$3100.00
1202-4.2	SEEDING CLASS 2	17	S.Y.	\$ 8.00	\$136.00
1209-4.50	ADJUST CURB BOX	0	E.A.	\$ 100.00	—
602-4.2	CONCRETE STEPS	0	S.F.	\$ 45.00	—
601-3.9	SIDEWALK TRENCH GRATE	0	EA	\$850.00	—
1515	SHORT ORDER FEE	0	EA	\$200.00	—
1514	MINIMUM JOB	0	EA	\$800.00	—
1516	X INCH REINFORCED CONCRETE	0	S.F.	\$ 3.00	—
<b>Estimated Cost</b>					\$78,543.50
<b>Engineering &amp; Contingency</b>					
<b>Total Estimated Cost</b>					

Signature of Bidder (Designate whether individual, partnership or corporation)

FIRM Nuss Construction

BY Chris Nuss

TITLE Owner

OFFICIAL ADDRESS

4181 28<sup>th</sup> Ave  
STREET

Mandan, ND 58554  
CITY AND STATE

N.D. Contractor's License:

Class C No. 57720

Date issued/renewed

3-1-25



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Engineering Department  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider Bids for Water and Sewer District 65, Monte Drive Water Main replacement project

---

#### **STATEMENT/PURPOSE:**

To review construction bids for the Mandan 2025 Street and Water Reconstruction project.

#### **BACKGROUND/ALTERNATIVES:**

On March 18th, 5 bids were received and opened for Water & Sewer Improvement District 65. The low bid for the project was Strata Corporation. The bids were reviewed by Mandan and Moore Engineering staff. The low bid was less than the engineer's pre-bid cost estimate.

The project includes 25 blocks of cast iron water main replacement, installation of a Pressure Release Valve vault, sanitary sewer rehabilitation, and pavement restoration.

The project has received pre-construction funding from the DWR. Construction funding will be reviewed at the April 10th State Water Commission meeting.

#### **ATTACHMENTS:**

1. Bid Tabulation
2. Engineer's Statement of Estimate
3. Recommendation to Award
4. Notice of Award
5. Resolution Awarding Contract

#### **FISCAL IMPACT:**

The low bid was \$8,112,247.10. The total engineer's statement of cost, including contingencies, engineering, legal, bonding, and other costs associated with the project



is \$10,270,311.81. The City has received a Department of Water Resources pre-construction grant for \$232,658 and an application has been submitted to the Department of Water Resources for construction funding for \$4,539,708. The City has approved the use of Municipal Infrastructure Funds to pay down reconstruction items by 20%. The City will also utilize the Utility Fund to pay for water and sewer items. The remaining amount would be assessed to the benefiting properties.

**STAFF IMPACT:**

Significant effort working alongside Moore Engineering during the construction of the project.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Award the construction contract to Strata Corporation for the 2025 Street and Water Reconstruction Project contingent upon Department of Water Resources construction funding.

**SUGGESTED MOTION:**

I move to award the construction contract to Strata Corporation for the 2025 Street and Water Reconstruction Project, as presented.



**BID TABULATION**

**2025 Street and Water Improvements Project 2025-03**

**Water & Sewer Improvement District 65**

**Mandan, North Dakota**

**Project No. 24080**

**Bid Date: March 18, 2025**

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID										
1.	12000.0000	Mobilization	L SUM	1	\$180,000.00	\$180,000.00	\$463,200.00	\$463,200.00	\$446,531.86	\$446,531.86
2.	15000.0000	Storm Water Management	L SUM	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$31,086.41	\$31,086.41
3.	704.1100	Traffic Control	L SUM	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$16,000.00	\$16,000.00
4.	15000.0000	Temporary Water	L SUM	1	\$200,000.00	\$200,000.00	\$180,000.00	\$180,000.00	\$185,363.92	\$185,363.92
5.	708.1540	Inlet Protection-Special	EA	4	\$250.00	\$1,000.00	\$310.00	\$1,240.00	\$295.00	\$1,180.00
6.	202.0130	Removal of Curb and Gutter	LF	4,900	\$6.25	\$30,625.00	\$13.00	\$63,700.00	\$12.26	\$60,074.00
7.	202.0114	Removal of Concrete Pavement	SY	3,280	\$40.00	\$131,200.00	\$13.00	\$42,640.00	\$9.79	\$32,111.20
8.	202.0210	Removal of Manhole	EA	2	\$2,750.00	\$5,500.00	\$1,500.00	\$3,000.00	\$585.83	\$1,171.66
9.	203.0101	Common Excavation-Type A (P)	CY	600	\$40.00	\$24,000.00	\$22.00	\$13,200.00	\$385.93	\$231,558.00
10.	411.0105	Milling Pavement Surface - 2"	SY	18,200	\$2.13	\$38,766.00	\$2.50	\$45,500.00	\$2.13	\$38,766.00
11.	306.0510	Full Depth Reclamation	SY	13,975	\$8.21	\$114,734.75	\$6.00	\$83,850.00	\$11.56	\$161,551.00
12.	230.0000	Subgrade Preparation-Type A-12In	SY	14,575	\$3.00	\$43,725.00	\$1.25	\$18,218.75	\$2.42	\$35,271.50
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$6.15	\$89,636.25	\$6.00	\$87,450.00	\$8.63	\$125,782.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.10	\$96,100.00	\$3.25	\$100,750.00	\$3.20	\$99,200.00
15.	302.0120	Aggregate Base Course CI 5	TON	5,500	\$51.00	\$280,500.00	\$60.00	\$330,000.00	\$57.49	\$316,195.00
16.	430.0043	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$116.00	\$522,000.00	\$127.00	\$571,500.00	\$125.00	\$562,500.00
17.	432.0043	Superpave FAA 42/43 - Patching	TON	3,300	\$135.00	\$445,500.00	\$196.00	\$646,800.00	\$140.00	\$462,000.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.05	\$21,000.00	\$1.05	\$21,000.00	\$1.05	\$21,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.50	\$5,500.00	\$2.50	\$5,500.00	\$2.50	\$5,500.00
20.	420.0111	Crs2P Emulsified Asphalt	GAL	13,860	\$3.75	\$51,975.00	\$3.50	\$48,510.00	\$3.76	\$52,113.60
21.	420.0125	Cover Coat Material CI 41M	TON	415	\$67.00	\$27,805.00	\$65.00	\$26,975.00	\$67.09	\$27,842.35
22.	401.0600	Fog Seal	SY	33,000	\$0.44	\$14,520.00	\$0.50	\$16,500.00	\$0.45	\$14,850.00
23.	748.0000	Valley Gutter Special	SY	475	\$145.00	\$68,875.00	\$185.00	\$87,875.00	\$150.00	\$71,250.00
24.	550.0100	8In Reinf Concrete Pavement CI Ye	SY	75	\$165.00	\$12,375.00	\$210.00	\$15,750.00	\$170.00	\$12,750.00
25.	748.0500	Curb Header-Type I	LF	700	\$48.00	\$33,600.00	\$65.00	\$45,500.00	\$58.73	\$41,111.00
26.	748.0140	Curb & Gutter-Type I	LF	4,900	\$55.00	\$269,500.00	\$70.00	\$343,000.00	\$66.73	\$326,977.00
27.	750.0100	Sidewalk Concrete	SY	2,280	\$89.00	\$202,920.00	\$120.00	\$273,600.00	\$141.26	\$322,072.80
28.	750.1000	Driveway Concrete	SY	550	\$111.00	\$61,050.00	\$140.00	\$77,000.00	\$152.08	\$83,644.00
29.	750.2115	Detectable Warning Panels	SF	650	\$33.00	\$21,450.00	\$35.00	\$22,750.00	\$38.00	\$24,700.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$11.75	\$8,812.50	\$12.00	\$9,000.00	\$12.00	\$9,000.00
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$49.00	\$7,840.00	\$55.00	\$8,800.00	\$50.00	\$8,000.00
32.	203.0505	Exploratory Excavation	HR	10	\$650.00	\$6,500.00	\$600.00	\$6,000.00	\$703.39	\$7,033.90



**BID TABULATION**

**2025 Street and Water Improvements Project 2025-03**

**Water & Sewer Improvement District 65**

**Mandan, North Dakota**

**Project No. 24080**

**Bid Date: March 18, 2025**

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
33.	724.0430	Removal of Hydrant	EA	8	\$548.00	\$4,384.00	\$500.00	\$4,000.00	\$690.22	\$5,521.76
34.	312323.3300	Flowable Fill	CY	250	\$462.00	\$115,500.00	\$425.00	\$106,250.00	\$486.84	\$121,710.00
35.	24116.0000	Removal of Valve Pit	EA	4	\$1,900.00	\$7,600.00	\$1,750.00	\$7,000.00	\$3,117.92	\$12,471.68
36.	28213.3300	Removal of Asbestos Concrete Pipe	LF	20	\$108.00	\$2,160.00	\$100.00	\$2,000.00	\$165.98	\$3,319.60
37.	1209-4.11	1" Water Service Line	LF	4,850	\$49.00	\$237,650.00	\$45.00	\$218,250.00	\$35.02	\$169,847.00
38.	724.6101	1" Water Service Line - Trenchless	LF	280	\$103.00	\$28,840.00	\$95.00	\$26,600.00	\$83.18	\$23,290.40
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,086.00	\$186,792.00	\$1,000.00	\$172,000.00	\$1,625.35	\$279,560.20
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,090.00	\$187,480.00	\$1,000.00	\$172,000.00	\$1,644.14	\$282,792.08
41.	901-4.50	6" Gate Valve And Box	EA	9	\$4,891.00	\$44,019.00	\$4,500.00	\$40,500.00	\$3,683.06	\$33,147.54
42.	901-4.51	8" Gate Valve And Box	EA	24	\$5,975.00	\$143,400.00	\$5,500.00	\$132,000.00	\$4,861.30	\$116,671.20
43.	901-4.52	12" Gate Valve And Box	EA	8	\$9,780.00	\$78,240.00	\$9,000.00	\$72,000.00	\$8,131.29	\$65,050.32
44.	901-4.53	16" Gate Valve And Box	EA	3	\$20,500.00	\$61,500.00	\$19,000.00	\$57,000.00	\$18,102.59	\$54,307.77
45.	901-4.54	24" Gate Valve And Box	EA	6	\$47,500.00	\$285,000.00	\$44,000.00	\$264,000.00	\$44,220.68	\$265,324.08
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$420,000.00	\$420,000.00	\$390,000.00	\$390,000.00	\$400,463.73	\$400,463.73
47.	901-4.70	6" Hydrant	EA	9	\$9,775.00	\$87,975.00	\$9,000.00	\$81,000.00	\$16,186.45	\$145,678.05
48.	901-4.10	Water Main - 6"	LF	170	\$108.00	\$18,360.00	\$100.00	\$17,000.00	\$91.53	\$15,560.10
49.	330130.2300	Water Main - 8" Pipe Burst	LF	1,450	\$200.00	\$290,000.00	\$185.00	\$268,250.00	\$157.08	\$227,766.00
50.	330507.1300	Water Main - 8" Directional Drill	LF	465	\$235.00	\$109,275.00	\$215.00	\$99,975.00	\$157.96	\$73,451.40
51.	901-4.11	Water Main - 8"	LF	4,350	\$127.00	\$552,450.00	\$117.00	\$508,950.00	\$102.87	\$447,484.50
52.	901-4.12	Water Main - 12"	LF	2,150	\$168.50	\$362,275.00	\$155.00	\$333,250.00	\$141.49	\$304,203.50
53.	901-4.13	Water Main - 16"	LF	250	\$280.00	\$70,000.00	\$260.00	\$65,000.00	\$448.67	\$112,167.50
54.	901-4.14	Water Main - 24"	LF	2,125	\$370.00	\$786,250.00	\$340.00	\$722,500.00	\$424.10	\$901,212.50
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$16,850.00	\$67,400.00	\$15,500.00	\$62,000.00	\$15,180.32	\$60,721.28
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$1,500.00	\$42,000.00	\$2,200.00	\$61,600.00	\$2,221.21	\$62,193.88
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$210.00	\$39,900.00	\$195.00	\$37,050.00	\$83.56	\$15,876.40
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$140.00	\$36,400.00	\$130.00	\$33,800.00	\$142.33	\$37,005.80
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$461.00	\$4,610.00	\$425.00	\$4,250.00	\$364.07	\$3,640.70
60.	801-4.50	Wye Branch	EA	4	\$456.50	\$1,826.00	\$420.00	\$1,680.00	\$1,291.12	\$5,164.48
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$9,700.00	\$38,800.00	\$8,950.00	\$35,800.00	\$12,759.38	\$51,037.52
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$600.00	\$60,000.00	\$550.00	\$55,000.00	\$281.10	\$28,110.00
63.	330130.1100	Sanitary Sewer Service Televising	EA	28	\$600.00	\$16,800.00	\$550.00	\$15,400.00	\$718.33	\$20,113.24
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$1,950.00	\$5,850.00	\$1,800.00	\$5,400.00	\$6,784.70	\$20,354.10
65.	330130.8100	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,150.00	\$65,200.00	\$8,000.00	\$64,000.00	\$7,692.31	\$61,538.48

[C]=CORRECTED AMOUNT



BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$8,500.00	\$34,000.00	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$310.00	\$2,480.00	\$55.00	\$440.00	\$50.00	\$400.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$435.00	\$870.00	\$325.00	\$650.00	\$300.00	\$600.00
69.	203.0109	Topsoil - 4"	SY	5,000	\$5.15	\$25,750.00	\$9.00	\$45,000.00	\$18.45	\$92,250.00
70.	235.0200	Hydraulic Mulch	SY	5,000	\$1.70	\$8,500.00	\$2.00	\$10,000.00	\$1.35	\$6,750.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$2.15	\$10,750.00	\$4.00	\$20,000.00	\$3.60	\$18,000.00
72.	201-3.8	Tree Pruning	EA	75	\$145.00	\$10,875.00	\$600.00	\$45,000.00	\$150.00	\$11,250.00
73.	201-3.9	Shrub Pruning	LF	235	\$11.25	\$2,643.75	\$25.00	\$5,875.00	\$15.00	\$3,525.00
74.	201-3.2	Tree Removal	EA	8	\$2,150.00	\$17,200.00	\$1,950.00	\$15,600.00	\$800.00	\$6,400.00
TESTING ALLOWANCE										
TA1.	12000.0000	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
TOTAL (BASE BID + TESTING ALLOWANCE)						\$7,658,514.25		\$8,076,878.75		\$8,454,119.24
ALTERNATE A - SS RELINING										
A1	12000.0000	Mobilization	L SUM	1	\$17,700.00	\$17,700.00	\$21,130.00	\$21,130.00	\$28,061.22	\$28,061.22
A2	704.1100	Traffic Control	L SUM	1	\$2,200.00	\$2,200.00	\$19,800.00	\$19,800.00	\$16,000.00	\$16,000.00
A3	330130.1100	Televise Sewer Main - Pre-Construction	LF	9,020	\$7.52	\$67,830.40	\$7.50	\$67,650.00	\$3.32	\$29,946.40
A4	330130.1100	Televise Sewer Main - Post-Construction	LF	9,020	\$1.36	\$12,267.20	\$1.50	\$13,530.00	\$0.51	\$4,600.20
A5	330130.1100	Protruding Tap - Remove	EA	6	\$81.50	\$489.00	\$495.00	\$2,970.00	\$255.10	\$1,530.60
A6	330130.7200	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$29.35	\$181,970.00	\$30.00	\$186,000.00	\$32.40	\$200,880.00
A7	330130.7200	Sanitary Sewer Reline - 12" CIPP	LF	610	\$42.00	\$25,620.00	\$42.50	\$25,925.00	\$48.98	\$29,877.80
A8	330130.7200	Sanitary Sewer Reline - 15" CIPP	LF	75	\$150.00	\$11,250.00	\$152.00	\$11,400.00	\$142.86	\$10,714.50
A9	330130.7200	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$63.25	\$134,406.25	\$64.00	\$136,000.00	\$73.08	\$155,295.00
TOTAL (ALTERNATE 1)						\$453,732.85		\$484,405.00		\$476,905.72
TOTAL (BASE BID + TESTING ALLOWANCE + ALTERNATE 1)						\$8,112,247.10		\$8,561,283.75		\$8,931,024.96



**BID TABULATION**  
**2025 Street and Water Improvements Project 2025-03**  
**Water & Sewer Improvement District 65**  
**Mandan, North Dakota**  
**Project No. 24080**  
**Bid Date: March 18, 2025**

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID								
1.	12000.0000	Mobilization	L SUM	1	\$810,000.00	\$810,000.00	\$960,000.00	\$960,000.00
2.	15000.0000	Storm Water Management	L SUM	1	\$6,800.00	\$6,800.00	\$7,500.00	\$7,500.00
3.	704.1100	Traffic Control	L SUM	1	\$5,900.00	\$5,900.00	\$6,200.00	\$6,200.00
4.	15000.0000	Temporary Water	L SUM	1	\$300,000.00	\$300,000.00	\$35,000.00	\$35,000.00
5.	708.1540	Inlet Protection-Special	EA	4	\$300.00	\$1,200.00	\$325.00	\$1,300.00
6.	202.0130	Removal of Curb and Gutter	LF	4,900	\$34.00	\$166,600.00	\$15.00	\$73,500.00
7.	202.0114	Removal of Concrete Pavement	SY	3,280	\$16.00	\$52,480.00	\$25.00	\$82,000.00
8.	202.0210	Removal of Manhole	EA	2	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00
9.	203.0101	Common Excavation-Type A (P)	CY	600	\$16.00	\$9,600.00	\$17.50	\$10,500.00
10.	411.0105	Milling Pavement Surface - 2"	SY	18,200	\$2.25	\$40,950.00	\$6.00	\$109,200.00
11.	306.0510	Full Depth Reclamation	SY	13,975	\$1.85	\$25,853.75	\$12.50	\$174,687.50
12.	230.0000	Subgrade Preparation-Type A-12In	SY	14,575	\$2.50	\$36,437.50	\$15.00	\$218,625.00
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$4.00	\$58,300.00	\$7.75	\$112,956.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.40	\$105,400.00	\$4.00	\$124,000.00
15.	302.0120	Aggregate Base Course CI 5	TON	5,500	\$46.00	\$253,000.00	\$50.00	\$275,000.00
16.	430.0043	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$134.00	\$603,000.00	\$140.00	\$630,000.00
17.	432.0043	Superpave FAA 42/43 - Patching	TON	3,300	\$142.00	\$468,600.00	\$195.00	\$643,500.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.10	\$22,000.00	\$1.25	\$25,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.65	\$5,830.00	\$3.00	\$6,600.00
20.	420.0111	Crs2P Emulsified Asphalt	GAL	13,860	\$3.50	\$48,510.00	\$4.50	\$62,370.00
21.	420.0125	Cover Coat Material CI 41M	TON	415	\$63.70	\$26,435.50	\$80.00	\$33,200.00
22.	401.0600	Fog Seal	SY	33,000	\$0.40	\$13,200.00	\$0.50	\$16,500.00
23.	748.0000	Valley Gutter Special	SY	475	\$225.00	\$106,875.00	\$175.00	\$83,125.00
24.	550.0100	8In Reinf Concrete Pavement CI Ye	SY	75	\$252.00	\$18,900.00	\$200.00	\$15,000.00
25.	748.0500	Curb Header-Type I	LF	700	\$86.00	\$60,200.00	\$55.00	\$38,500.00
26.	748.0140	Curb & Gutter-Type I	LF	4,900	\$60.00	\$294,000.00	\$65.00	\$318,500.00
27.	750.0100	Sidewalk Concrete	SY	2,280	\$112.00	\$255,360.00	\$130.00	\$296,400.00
28.	750.1000	Driveway Concrete	SY	550	\$172.00	\$94,600.00	\$140.00	\$77,000.00
29.	750.2115	Detectable Warning Panels	SF	650	\$40.00	\$26,000.00	\$45.00	\$29,250.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$13.00	\$9,750.00	\$10.00	\$7,500.00
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$53.00	\$8,480.00	\$50.00	\$8,000.00
32.	203.0505	Exploratory Excavation	HR	10	\$750.00	\$7,500.00	\$250.00	\$2,500.00





BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
33.	724.0430	Removal of Hydrant	EA	8	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00
34.	312323.3300	Flowable Fill	CY	250	\$200.00	\$50,000.00	\$170.00	\$42,500.00
35.	24116.0000	Removal of Valve Pit	EA	4	\$6,000.00	\$24,000.00	\$2,500.00	\$10,000.00
36.	28213.3300	Removal of Asbestos Concrete Pipe	LF	20	\$166.00	\$3,320.00	\$60.00	\$1,200.00
37.	1209-4.11	1" Water Service Line	LF	4,850	\$76.00	\$368,600.00	\$65.00	\$315,250.00
38.	724.6101	1" Water Service Line - Trenchless	LF	280	\$69.00	\$19,320.00	\$110.00	\$30,800.00
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,200.00	\$206,400.00	\$1,750.00	\$301,000.00
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,250.00	\$215,000.00	\$1,750.00	\$301,000.00
41.	901-4.50	6" Gate Valve And Box	EA	9	\$3,200.00	\$28,800.00	\$5,000.00	\$45,000.00
42.	901-4.51	8" Gate Valve And Box	EA	24	\$4,400.00	\$105,600.00	\$6,000.00	\$144,000.00
43.	901-4.52	12" Gate Valve And Box	EA	8	\$7,100.00	\$56,800.00	\$10,000.00	\$80,000.00
44.	901-4.53	16" Gate Valve And Box	EA	3	\$17,500.00	\$52,500.00	\$22,500.00	\$67,500.00
45.	901-4.54	24" Gate Valve And Box	EA	6	\$40,500.00	\$243,000.00	\$47,500.00	\$285,000.00
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$366,000.00	\$366,000.00	\$475,000.00	\$475,000.00
47.	901-4.70	6" Hydrant	EA	9	\$8,500.00	\$76,500.00	\$18,500.00	\$166,500.00
48.	901-4.10	Water Main - 6"	LF	170	\$130.00	\$22,100.00	\$125.00	\$21,250.00
49.	330130.2300	Water Main - 8" Pipe Burst	LF	1,450	\$160.00	\$232,000.00	\$155.00	\$224,750.00
50.	330507.1300	Water Main - 8" Directional Drill	LF	465	\$129.00	\$59,985.00	\$175.00	\$81,375.00
51.	901-4.11	Water Main - 8"	LF	4,350	\$176.00	\$765,600.00	\$150.00	\$652,500.00
52.	901-4.12	Water Main - 12"	LF	2,150	\$202.00	\$434,300.00	\$175.00	\$376,250.00
53.	901-4.13	Water Main - 16"	LF	250	\$337.00	\$84,250.00	\$350.00	\$87,500.00
54.	901-4.14	Water Main - 24"	LF	2,125	\$432.00	\$918,000.00	\$390.00	\$828,750.00
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$20,000.00	\$80,000.00	\$11,500.00	\$46,000.00
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$2,300.00	\$64,400.00	\$3,500.00	\$98,000.00
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$153.00	\$29,070.00	\$115.00	\$21,850.00
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$185.00	\$48,100.00	\$135.00	\$35,100.00
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$600.00	\$6,000.00	\$500.00	\$5,000.00
60.	801-4.50	Wye Branch	EA	4	\$300.00	\$1,200.00	\$750.00	\$3,000.00
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$12,500.00	\$50,000.00	\$13,500.00	\$54,000.00
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$475.00	\$47,500.00	\$155.00	\$15,500.00
63.	330130.1100	Sanitary Sewer Service Televising	EA	28	\$300.00	\$8,400.00	\$95.00	\$2,660.00
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$8,900.00	\$26,700.00	\$1,750.00	\$5,250.00
65.	330130.8100	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,000.00	\$64,000.00	\$10,500.00	\$84,000.00

[C]=CORRECTED AMOUNT



BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$15,000.00	\$60,000.00	\$5,000.00	\$20,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$37.00	\$296.00	\$40.00	\$320.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$200.00	\$400.00	\$250.00	\$500.00
69.	203.0109	Topsoil - 4"	SY	5,000	\$9.00	\$45,000.00	\$25.00	\$125,000.00
70.	235.0200	Hydraulic Mulch	SY	5,000	\$1.50	\$7,500.00	\$1.50	\$7,500.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$4.00	\$20,000.00	\$4.00	\$20,000.00
72.	201-3.8	Tree Pruning	EA	75	\$150.00	\$11,250.00	\$400.00	\$30,000.00
73.	201-3.9	Shrub Pruning	LF	235	\$23.00	\$5,405.00	\$20.00	\$4,700.00
74.	201-3.2	Tree Removal	EA	8	\$1,600.00	\$12,800.00	\$750.00	\$6,000.00
TESTING ALLOWANCE								
TA1.	12000.0000	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
TOTAL (BASE BID + TESTING ALLOWANCE)						\$8,913,257.75		\$9,661,918.75
ALTERNATE A - SS RELINING								
A1	12000.0000	Mobilization	L SUM	1	\$31,400.00	\$31,400.00	\$60,000.00	\$60,000.00
A2	704.1100	Traffic Control	L SUM	1	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
A3	330130.1100	Televise Sewer Main - Pre-Construction	LF	9,020	\$3.45	\$31,119.00	\$11.25	\$101,475.00
A4	330130.1100	Televise Sewer Main - Post-Construction	LF	9,020	\$0.50	\$4,510.00	\$1.50	\$13,530.00
A5	330130.1100	Protruding Tap - Remove	EA	6	\$265.00	\$1,590.00	\$95.00	\$570.00
A6	330130.7200	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$34.00	\$210,800.00	\$36.50	\$226,300.00
A7	330130.7200	Sanitary Sewer Reline - 12" CIPP	LF	610	\$51.00	\$31,110.00	\$75.00	\$45,750.00
A8	330130.7200	Sanitary Sewer Reline - 15" CIPP	LF	75	\$149.00	\$11,175.00	\$220.00	\$16,500.00
A9	330130.7200	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$76.00	\$161,500.00	\$80.00	\$170,000.00
TOTAL (ALTERNATE 1)						\$492,204.00		\$644,125.00
TOTAL (BASE BID + TESTING ALLOWANCE + ALTERNATE 1)						\$9,405,461.75		\$10,306,043.75

**2025 Street and Water Improvements Project 2025-03  
Water & Sewer Improvement District 65  
Mandan, North Dakota  
Project No. 24080  
ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<b>BASE BID</b>						
1.	12000.00	Mobilization	L SUM	1	\$180,000.00	\$180,000.00
2.	15000.00	Storm Water Management	L SUM	1	\$5,500.00	\$5,500.00
3.	704.11	Traffic Control	L SUM	1	\$25,000.00	\$25,000.00
4.	15000.00	Temporary Water	L SUM	1	\$200,000.00	\$200,000.00
5.	708.15	Inlet Protection-Special	EA	4	\$250.00	\$1,000.00
6.	202.01	Removal of Curb and Gutter	LF	4,900	\$6.25	\$30,625.00
7.	202.01	Removal of Concrete Pavement	SY	3,280	\$40.00	\$131,200.00
8.	202.02	Removal of Manhole	EA	2	\$2,750.00	\$5,500.00
9.	203.01	Common Excavation-Type A (P)	CY	600	\$40.00	\$24,000.00
10.	411.01	Milling Pavement Surface - 2"	SY	18,200	\$2.13	\$38,766.00
11.	306.05	Full Depth Reclamation	SY	13,975	\$8.21	\$114,734.75
12.	230.00	Subgrade Preparation-Type A-12In	SY	14,575	\$3.00	\$43,725.00
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$6.15	\$89,636.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.10	\$96,100.00
15.	302.01	Aggregate Base Course CI 5	TON	5,500	\$51.00	\$280,500.00
16.	430.00	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$116.00	\$522,000.00
17.	432.00	Superpave FAA 42/43 - Patching	TON	3,300	\$135.00	\$445,500.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.05	\$21,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.50	\$5,500.00
20.	420.01	Crs2P Emulsified Asphalt	GAL	13,860	\$3.75	\$51,975.00
21.	420.01	Cover Coat Material CI 41M	TON	415	\$67.00	\$27,805.00
22.	401.06	Fog Seal	SY	33,000	\$0.44	\$14,520.00
23.	748.00	Valley Gutter Special	SY	475	\$145.00	\$68,875.00
24.	550.01	8In Reinf Concrete Pavement CI Ye	SY	75	\$165.00	\$12,375.00
25.	748.05	Curb Header-Type I	LF	700	\$48.00	\$33,600.00
26.	748.01	Curb & Gutter-Type I	LF	4,900	\$55.00	\$269,500.00
27.	750.01	Sidewalk Concrete	SY	2,280	\$89.00	\$202,920.00
28.	750.10	Driveway Concrete	SY	550	\$111.00	\$61,050.00
29.	750.21	Detectable Warning Panels	SF	650	\$33.00	\$21,450.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$11.75	\$8,812.50
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$49.00	\$7,840.00
32.	203.05	Exploratory Excavation	HR	10	\$650.00	\$6,500.00
33.	724.04	Removal of Hydrant	EA	8	\$548.00	\$4,384.00
34.	312323.33	Flowable Fill	CY	250	\$462.00	\$115,500.00
35.	24116.00	Removal of Valve Pit	EA	4	\$1,900.00	\$7,600.00
36.	28213.33	Removal of Asbestos Concrete Pipe	LF	20	\$108.00	\$2,160.00
37.	1209-4.11	1" Water Service Line	LF	4,850	\$49.00	\$237,650.00
38.	724.61	1" Water Service Line - Trenchless	LF	280	\$103.00	\$28,840.00
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,086.00	\$186,792.00
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,090.00	\$187,480.00
41.	901-4.50	6" Gate Valve And Box	EA	9	\$4,891.00	\$44,019.00
42.	901-4.51	8" Gate Valve And Box	EA	24	\$5,975.00	\$143,400.00
43.	901-4.52	12" Gate Valve And Box	EA	8	\$9,780.00	\$78,240.00
44.	901-4.53	16" Gate Valve And Box	EA	3	\$20,500.00	\$61,500.00
45.	901-4.54	24" Gate Valve And Box	EA	6	\$47,500.00	\$285,000.00
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$420,000.00	\$420,000.00
47.	901-4.70	6" Hydrant	EA	9	\$9,775.00	\$87,975.00
48.	901-4.10	Water Main - 6"	LF	170	\$108.00	\$18,360.00
49.	330130.23	Water Main - 8" Pipe Burst	LF	1,450	\$200.00	\$290,000.00



**2025 Street and Water Improvements Project 2025-03  
Water & Sewer Improvement District 65  
Mandan, North Dakota  
Project No. 24080  
ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
50.	330507.13	Water Main - 8" Directional Drill	LF	465	\$235.00	\$109,275.00
51.	901-4.11	Water Main - 8"	LF	4,350	\$127.00	\$552,450.00
52.	901-4.12	Water Main - 12"	LF	2,150	\$168.50	\$362,275.00
53.	901-4.13	Water Main - 16"	LF	250	\$280.00	\$70,000.00
54.	901-4.14	Water Main - 24"	LF	2,125	\$370.00	\$786,250.00
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$16,850.00	\$67,400.00
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$1,500.00	\$42,000.00
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$210.00	\$39,900.00
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$140.00	\$36,400.00
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$461.00	\$4,610.00
60.	801-4.50	Wye Branch	EA	4	\$456.50	\$1,826.00
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$9,700.00	\$38,800.00
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$600.00	\$60,000.00
63.	330130.11	Sanitary Sewer Service Televising	EA	28	\$600.00	\$16,800.00
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$1,950.00	\$5,850.00
65.	330130.81	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,150.00	\$65,200.00
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$8,500.00	\$34,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$310.00	\$2,480.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$435.00	\$870.00
69.	203.01	Topsoil - 4"	SY	5,000	\$5.15	\$25,750.00
70.	235.02	Hydraulic Mulch	SY	5,000	\$1.70	\$8,500.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$2.15	\$10,750.00
72.	201-3.8	Tree Pruning	EA	75	\$145.00	\$10,875.00
73.	201-3.9	Shrub Pruning	LF	235	\$11.25	\$2,643.75
74.	201-3.2	Tree Removal	EA	8	\$2,150.00	\$17,200.00
<b>TESTING ALLOWANCE</b>						
TA1.	12000.00	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00
<b>ALTERNATE A - SS RELINING</b>						
A1	12000.00	Mobilization	L SUM	1	\$17,700.00	\$17,700.00
A2	704.11	Traffic Control	L SUM	1	\$2,200.00	\$2,200.00
A3	330130.11	Televiser Sewer Main - Pre-Construction	LF	9,020	\$7.52	\$67,830.40
A4	330130.11	Televiser Sewer Main - Post-Construction	LF	9,020	\$1.36	\$12,267.20
A5	330130.11	Protruding Tap - Remove	EA	6	\$81.50	\$489.00
A6	330130.72	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$29.35	\$181,970.00
A7	330130.72	Sanitary Sewer Reline - 12" CIPP	LF	610	\$42.00	\$25,620.00
A8	330130.72	Sanitary Sewer Reline - 15" CIPP	LF	75	\$150.00	\$11,250.00
A9	330130.72	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$63.25	\$134,406.25
Total						\$8,112,247.10
Contingencies (~10%)						\$811,224.71
Studies and Reports						\$223,635.00
Design Engineering						\$484,705.00
Construction Phase						\$279,000.00
Resident Project Representative						\$320,500.00
Post-Construction Phase						\$25,500.00
Publishing & Assessing						\$6,000.00
Legal						\$7,500.00
TOTAL COST						\$10,270,311.81



4503 Coleman Street  
Suite 105  
Bismarck, ND 58503

P: 701-751-8360  
F: 701-751-2954



March 25, 2025

City of Mandan  
Jarek Wigness, City Engineer  
205 2<sup>nd</sup> Ave NW  
Mandan, ND 58554

RE: 2025 Street and Water Improvements  
Project 2025-03  
Water & Sewer Improvement District 65  
Mandan, ND  
Project No. 24080

Dear Mr. Wigness,

After reviewing the bids for said project, it is our recommendation that the City of Mandan award a contract to Strata Corporation for their low bid in the amount of \$8,112,247.10, which includes the following:

Base Bid	\$7,618,514.25
Testing Allowance	\$40,000.00
Alternate 1	\$453,732.85

Copies of the tabulation of the bids opened and the Engineer's Statement of Estimated Cost are enclosed for your review.

Please sign the Notice of Award and return it back to my attention. The signed Notice of Award will be included in the contracts between the City and Contractor.

Please call if you have any questions.

Sincerely,

Grant Dockter, PE  
Project Manager

Enclosure(s)



**BID TABULATION**

**2025 Street and Water Improvements Project 2025-03**

**Water & Sewer Improvement District 65**

**Mandan, North Dakota**

**Project No. 24080**

**Bid Date: March 18, 2025**

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID										
1.	12000.0000	Mobilization	L SUM	1	\$180,000.00	\$180,000.00	\$463,200.00	\$463,200.00	\$446,531.86	\$446,531.86
2.	15000.0000	Storm Water Management	L SUM	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$31,086.41	\$31,086.41
3.	704.1100	Traffic Control	L SUM	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$16,000.00	\$16,000.00
4.	15000.0000	Temporary Water	L SUM	1	\$200,000.00	\$200,000.00	\$180,000.00	\$180,000.00	\$185,363.92	\$185,363.92
5.	708.1540	Inlet Protection-Special	EA	4	\$250.00	\$1,000.00	\$310.00	\$1,240.00	\$295.00	\$1,180.00
6.	202.0130	Removal of Curb and Gutter	LF	4,900	\$6.25	\$30,625.00	\$13.00	\$63,700.00	\$12.26	\$60,074.00
7.	202.0114	Removal of Concrete Pavement	SY	3,280	\$40.00	\$131,200.00	\$13.00	\$42,640.00	\$9.79	\$32,111.20
8.	202.0210	Removal of Manhole	EA	2	\$2,750.00	\$5,500.00	\$1,500.00	\$3,000.00	\$585.83	\$1,171.66
9.	203.0101	Common Excavation-Type A (P)	CY	600	\$40.00	\$24,000.00	\$22.00	\$13,200.00	\$385.93	\$231,558.00
10.	411.0105	Milling Pavement Surface - 2"	SY	18,200	\$2.13	\$38,766.00	\$2.50	\$45,500.00	\$2.13	\$38,766.00
11.	306.0510	Full Depth Reclamation	SY	13,975	\$8.21	\$114,734.75	\$6.00	\$83,850.00	\$11.56	\$161,551.00
12.	230.0000	Subgrade Preparation-Type A-12In	SY	14,575	\$3.00	\$43,725.00	\$1.25	\$18,218.75	\$2.42	\$35,271.50
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$6.15	\$89,636.25	\$6.00	\$87,450.00	\$8.63	\$125,782.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.10	\$96,100.00	\$3.25	\$100,750.00	\$3.20	\$99,200.00
15.	302.0120	Aggregate Base Course CI 5	TON	5,500	\$51.00	\$280,500.00	\$60.00	\$330,000.00	\$57.49	\$316,195.00
16.	430.0043	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$116.00	\$522,000.00	\$127.00	\$571,500.00	\$125.00	\$562,500.00
17.	432.0043	Superpave FAA 42/43 - Patching	TON	3,300	\$135.00	\$445,500.00	\$196.00	\$646,800.00	\$140.00	\$462,000.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.05	\$21,000.00	\$1.05	\$21,000.00	\$1.05	\$21,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.50	\$5,500.00	\$2.50	\$5,500.00	\$2.50	\$5,500.00
20.	420.0111	Crs2P Emulsified Asphalt	GAL	13,860	\$3.75	\$51,975.00	\$3.50	\$48,510.00	\$3.76	\$52,113.60
21.	420.0125	Cover Coat Material CI 41M	TON	415	\$67.00	\$27,805.00	\$65.00	\$26,975.00	\$67.09	\$27,842.35
22.	401.0600	Fog Seal	SY	33,000	\$0.44	\$14,520.00	\$0.50	\$16,500.00	\$0.45	\$14,850.00
23.	748.0000	Valley Gutter Special	SY	475	\$145.00	\$68,875.00	\$185.00	\$87,875.00	\$150.00	\$71,250.00
24.	550.0100	8In Reinf Concrete Pavement CI Ye	SY	75	\$165.00	\$12,375.00	\$210.00	\$15,750.00	\$170.00	\$12,750.00
25.	748.0500	Curb Header-Type I	LF	700	\$48.00	\$33,600.00	\$65.00	\$45,500.00	\$58.73	\$41,111.00
26.	748.0140	Curb & Gutter-Type I	LF	4,900	\$55.00	\$269,500.00	\$70.00	\$343,000.00	\$66.73	\$326,977.00
27.	750.0100	Sidewalk Concrete	SY	2,280	\$89.00	\$202,920.00	\$120.00	\$273,600.00	\$141.26	\$322,072.80
28.	750.1000	Driveway Concrete	SY	550	\$111.00	\$61,050.00	\$140.00	\$77,000.00	\$152.08	\$83,644.00
29.	750.2115	Detectable Warning Panels	SF	650	\$33.00	\$21,450.00	\$35.00	\$22,750.00	\$38.00	\$24,700.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$11.75	\$8,812.50	\$12.00	\$9,000.00	\$12.00	\$9,000.00
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$49.00	\$7,840.00	\$55.00	\$8,800.00	\$50.00	\$8,000.00
32.	203.0505	Exploratory Excavation	HR	10	\$650.00	\$6,500.00	\$600.00	\$6,000.00	\$703.39	\$7,033.90

[C]=CORRECTED AMOUNT



**BID TABULATION**

**2025 Street and Water Improvements Project 2025-03**

**Water & Sewer Improvement District 65**

**Mandan, North Dakota**

**Project No. 24080**

**Bid Date: March 18, 2025**

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
33.	724.0430	Removal of Hydrant	EA	8	\$548.00	\$4,384.00	\$500.00	\$4,000.00	\$690.22	\$5,521.76
34.	312323.3300	Flowable Fill	CY	250	\$462.00	\$115,500.00	\$425.00	\$106,250.00	\$486.84	\$121,710.00
35.	24116.0000	Removal of Valve Pit	EA	4	\$1,900.00	\$7,600.00	\$1,750.00	\$7,000.00	\$3,117.92	\$12,471.68
36.	28213.3300	Removal of Asbestos Concrete Pipe	LF	20	\$108.00	\$2,160.00	\$100.00	\$2,000.00	\$165.98	\$3,319.60
37.	1209-4.11	1" Water Service Line	LF	4,850	\$49.00	\$237,650.00	\$45.00	\$218,250.00	\$35.02	\$169,847.00
38.	724.6101	1" Water Service Line - Trenchless	LF	280	\$103.00	\$28,840.00	\$95.00	\$26,600.00	\$83.18	\$23,290.40
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,086.00	\$186,792.00	\$1,000.00	\$172,000.00	\$1,625.35	\$279,560.20
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,090.00	\$187,480.00	\$1,000.00	\$172,000.00	\$1,644.14	\$282,792.08
41.	901-4.50	6" Gate Valve And Box	EA	9	\$4,891.00	\$44,019.00	\$4,500.00	\$40,500.00	\$3,683.06	\$33,147.54
42.	901-4.51	8" Gate Valve And Box	EA	24	\$5,975.00	\$143,400.00	\$5,500.00	\$132,000.00	\$4,861.30	\$116,671.20
43.	901-4.52	12" Gate Valve And Box	EA	8	\$9,780.00	\$78,240.00	\$9,000.00	\$72,000.00	\$8,131.29	\$65,050.32
44.	901-4.53	16" Gate Valve And Box	EA	3	\$20,500.00	\$61,500.00	\$19,000.00	\$57,000.00	\$18,102.59	\$54,307.77
45.	901-4.54	24" Gate Valve And Box	EA	6	\$47,500.00	\$285,000.00	\$44,000.00	\$264,000.00	\$44,220.68	\$265,324.08
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$420,000.00	\$420,000.00	\$390,000.00	\$390,000.00	\$400,463.73	\$400,463.73
47.	901-4.70	6" Hydrant	EA	9	\$9,775.00	\$87,975.00	\$9,000.00	\$81,000.00	\$16,186.45	\$145,678.05
48.	901-4.10	Water Main - 6"	LF	170	\$108.00	\$18,360.00	\$100.00	\$17,000.00	\$91.53	\$15,560.10
49.	330130.2300	Water Main - 8" Pipe Burst	LF	1,450	\$200.00	\$290,000.00	\$185.00	\$268,250.00	\$157.08	\$227,766.00
50.	330507.1300	Water Main - 8" Directional Drill	LF	465	\$235.00	\$109,275.00	\$215.00	\$99,975.00	\$157.96	\$73,451.40
51.	901-4.11	Water Main - 8"	LF	4,350	\$127.00	\$552,450.00	\$117.00	\$508,950.00	\$102.87	\$447,484.50
52.	901-4.12	Water Main - 12"	LF	2,150	\$168.50	\$362,275.00	\$155.00	\$333,250.00	\$141.49	\$304,203.50
53.	901-4.13	Water Main - 16"	LF	250	\$280.00	\$70,000.00	\$260.00	\$65,000.00	\$448.67	\$112,167.50
54.	901-4.14	Water Main - 24"	LF	2,125	\$370.00	\$786,250.00	\$340.00	\$722,500.00	\$424.10	\$901,212.50
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$16,850.00	\$67,400.00	\$15,500.00	\$62,000.00	\$15,180.32	\$60,721.28
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$1,500.00	\$42,000.00	\$2,200.00	\$61,600.00	\$2,221.21	\$62,193.88
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$210.00	\$39,900.00	\$195.00	\$37,050.00	\$83.56	\$15,876.40
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$140.00	\$36,400.00	\$130.00	\$33,800.00	\$142.33	\$37,005.80
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$461.00	\$4,610.00	\$425.00	\$4,250.00	\$364.07	\$3,640.70
60.	801-4.50	Wye Branch	EA	4	\$456.50	\$1,826.00	\$420.00	\$1,680.00	\$1,291.12	\$5,164.48
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$9,700.00	\$38,800.00	\$8,950.00	\$35,800.00	\$12,759.38	\$51,037.52
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$600.00	\$60,000.00	\$550.00	\$55,000.00	\$281.10	\$28,110.00
63.	330130.1100	Sanitary Sewer Service Televising	EA	28	\$600.00	\$16,800.00	\$550.00	\$15,400.00	\$718.33	\$20,113.24
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$1,950.00	\$5,850.00	\$1,800.00	\$5,400.00	\$6,784.70	\$20,354.10
65.	330130.8100	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,150.00	\$65,200.00	\$8,000.00	\$64,000.00	\$7,692.31	\$61,538.48

[C]=CORRECTED AMOUNT



BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Strata Corporation  
PO Box 13500  
Grand Forks, ND 58203-3500

BEK Consulting, LLC  
PO Box 1010  
3180 Hwy 22 N  
Dickinson, ND 58602

Meyer Contracting, Inc.  
1100 93rd Avenue N  
Maple Grove, MN 55369

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$8,500.00	\$34,000.00	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$310.00	\$2,480.00	\$55.00	\$440.00	\$50.00	\$400.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$435.00	\$870.00	\$325.00	\$650.00	\$300.00	\$600.00
69.	203.0109	Topsoil - 4"	SY	5,000	\$5.15	\$25,750.00	\$9.00	\$45,000.00	\$18.45	\$92,250.00
70.	235.0200	Hydraulic Mulch	SY	5,000	\$1.70	\$8,500.00	\$2.00	\$10,000.00	\$1.35	\$6,750.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$2.15	\$10,750.00	\$4.00	\$20,000.00	\$3.60	\$18,000.00
72.	201-3.8	Tree Pruning	EA	75	\$145.00	\$10,875.00	\$600.00	\$45,000.00	\$150.00	\$11,250.00
73.	201-3.9	Shrub Pruning	LF	235	\$11.25	\$2,643.75	\$25.00	\$5,875.00	\$15.00	\$3,525.00
74.	201-3.2	Tree Removal	EA	8	\$2,150.00	\$17,200.00	\$1,950.00	\$15,600.00	\$800.00	\$6,400.00
TESTING ALLOWANCE										
TA1.	12000.0000	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
TOTAL (BASE BID + TESTING ALLOWANCE)						\$7,658,514.25		\$8,076,878.75		\$8,454,119.24
ALTERNATE A - SS RELINING										
A1	12000.0000	Mobilization	L SUM	1	\$17,700.00	\$17,700.00	\$21,130.00	\$21,130.00	\$28,061.22	\$28,061.22
A2	704.1100	Traffic Control	L SUM	1	\$2,200.00	\$2,200.00	\$19,800.00	\$19,800.00	\$16,000.00	\$16,000.00
A3	330130.1100	Televise Sewer Main - Pre-Construction	LF	9,020	\$7.52	\$67,830.40	\$7.50	\$67,650.00	\$3.32	\$29,946.40
A4	330130.1100	Televise Sewer Main - Post-Construction	LF	9,020	\$1.36	\$12,267.20	\$1.50	\$13,530.00	\$0.51	\$4,600.20
A5	330130.1100	Protruding Tap - Remove	EA	6	\$81.50	\$489.00	\$495.00	\$2,970.00	\$255.10	\$1,530.60
A6	330130.7200	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$29.35	\$181,970.00	\$30.00	\$186,000.00	\$32.40	\$200,880.00
A7	330130.7200	Sanitary Sewer Reline - 12" CIPP	LF	610	\$42.00	\$25,620.00	\$42.50	\$25,925.00	\$48.98	\$29,877.80
A8	330130.7200	Sanitary Sewer Reline - 15" CIPP	LF	75	\$150.00	\$11,250.00	\$152.00	\$11,400.00	\$142.86	\$10,714.50
A9	330130.7200	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$63.25	\$134,406.25	\$64.00	\$136,000.00	\$73.08	\$155,295.00
TOTAL (ALTERNATE 1)						\$453,732.85		\$484,405.00		\$476,905.72
TOTAL (BASE BID + TESTING ALLOWANCE + ALTERNATE 1)						\$8,112,247.10		\$8,561,283.75		\$8,931,024.96





**BID TABULATION**  
**2025 Street and Water Improvements Project 2025-03**  
**Water & Sewer Improvement District 65**  
**Mandan, North Dakota**  
**Project No. 24080**  
**Bid Date: March 18, 2025**

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID								
1.	12000.0000	Mobilization	L SUM	1	\$810,000.00	\$810,000.00	\$960,000.00	\$960,000.00
2.	15000.0000	Storm Water Management	L SUM	1	\$6,800.00	\$6,800.00	\$7,500.00	\$7,500.00
3.	704.1100	Traffic Control	L SUM	1	\$5,900.00	\$5,900.00	\$6,200.00	\$6,200.00
4.	15000.0000	Temporary Water	L SUM	1	\$300,000.00	\$300,000.00	\$35,000.00	\$35,000.00
5.	708.1540	Inlet Protection-Special	EA	4	\$300.00	\$1,200.00	\$325.00	\$1,300.00
6.	202.0130	Removal of Curb and Gutter	LF	4,900	\$34.00	\$166,600.00	\$15.00	\$73,500.00
7.	202.0114	Removal of Concrete Pavement	SY	3,280	\$16.00	\$52,480.00	\$25.00	\$82,000.00
8.	202.0210	Removal of Manhole	EA	2	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00
9.	203.0101	Common Excavation-Type A (P)	CY	600	\$16.00	\$9,600.00	\$17.50	\$10,500.00
10.	411.0105	Milling Pavement Surface - 2"	SY	18,200	\$2.25	\$40,950.00	\$6.00	\$109,200.00
11.	306.0510	Full Depth Reclamation	SY	13,975	\$1.85	\$25,853.75	\$12.50	\$174,687.50
12.	230.0000	Subgrade Preparation-Type A-12In	SY	14,575	\$2.50	\$36,437.50	\$15.00	\$218,625.00
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$4.00	\$58,300.00	\$7.75	\$112,956.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.40	\$105,400.00	\$4.00	\$124,000.00
15.	302.0120	Aggregate Base Course CI 5	TON	5,500	\$46.00	\$253,000.00	\$50.00	\$275,000.00
16.	430.0043	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$134.00	\$603,000.00	\$140.00	\$630,000.00
17.	432.0043	Superpave FAA 42/43 - Patching	TON	3,300	\$142.00	\$468,600.00	\$195.00	\$643,500.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.10	\$22,000.00	\$1.25	\$25,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.65	\$5,830.00	\$3.00	\$6,600.00
20.	420.0111	Crs2P Emulsified Asphalt	GAL	13,860	\$3.50	\$48,510.00	\$4.50	\$62,370.00
21.	420.0125	Cover Coat Material CI 41M	TON	415	\$63.70	\$26,435.50	\$80.00	\$33,200.00
22.	401.0600	Fog Seal	SY	33,000	\$0.40	\$13,200.00	\$0.50	\$16,500.00
23.	748.0000	Valley Gutter Special	SY	475	\$225.00	\$106,875.00	\$175.00	\$83,125.00
24.	550.0100	8In Reinf Concrete Pavement CI Ye	SY	75	\$252.00	\$18,900.00	\$200.00	\$15,000.00
25.	748.0500	Curb Header-Type I	LF	700	\$86.00	\$60,200.00	\$55.00	\$38,500.00
26.	748.0140	Curb & Gutter-Type I	LF	4,900	\$60.00	\$294,000.00	\$65.00	\$318,500.00
27.	750.0100	Sidewalk Concrete	SY	2,280	\$112.00	\$255,360.00	\$130.00	\$296,400.00
28.	750.1000	Driveway Concrete	SY	550	\$172.00	\$94,600.00	\$140.00	\$77,000.00
29.	750.2115	Detectable Warning Panels	SF	650	\$40.00	\$26,000.00	\$45.00	\$29,250.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$13.00	\$9,750.00	\$10.00	\$7,500.00
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$53.00	\$8,480.00	\$50.00	\$8,000.00
32.	203.0505	Exploratory Excavation	HR	10	\$750.00	\$7,500.00	\$250.00	\$2,500.00

[C]=CORRECTED AMOUNT



BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
33.	724.0430	Removal of Hydrant	EA	8	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00
34.	312323.3300	Flowable Fill	CY	250	\$200.00	\$50,000.00	\$170.00	\$42,500.00
35.	24116.0000	Removal of Valve Pit	EA	4	\$6,000.00	\$24,000.00	\$2,500.00	\$10,000.00
36.	28213.3300	Removal of Asbestos Concrete Pipe	LF	20	\$166.00	\$3,320.00	\$60.00	\$1,200.00
37.	1209-4.11	1" Water Service Line	LF	4,850	\$76.00	\$368,600.00	\$65.00	\$315,250.00
38.	724.6101	1" Water Service Line - Trenchless	LF	280	\$69.00	\$19,320.00	\$110.00	\$30,800.00
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,200.00	\$206,400.00	\$1,750.00	\$301,000.00
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,250.00	\$215,000.00	\$1,750.00	\$301,000.00
41.	901-4.50	6" Gate Valve And Box	EA	9	\$3,200.00	\$28,800.00	\$5,000.00	\$45,000.00
42.	901-4.51	8" Gate Valve And Box	EA	24	\$4,400.00	\$105,600.00	\$6,000.00	\$144,000.00
43.	901-4.52	12" Gate Valve And Box	EA	8	\$7,100.00	\$56,800.00	\$10,000.00	\$80,000.00
44.	901-4.53	16" Gate Valve And Box	EA	3	\$17,500.00	\$52,500.00	\$22,500.00	\$67,500.00
45.	901-4.54	24" Gate Valve And Box	EA	6	\$40,500.00	\$243,000.00	\$47,500.00	\$285,000.00
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$366,000.00	\$366,000.00	\$475,000.00	\$475,000.00
47.	901-4.70	6" Hydrant	EA	9	\$8,500.00	\$76,500.00	\$18,500.00	\$166,500.00
48.	901-4.10	Water Main - 6"	LF	170	\$130.00	\$22,100.00	\$125.00	\$21,250.00
49.	330130.2300	Water Main - 8" Pipe Burst	LF	1,450	\$160.00	\$232,000.00	\$155.00	\$224,750.00
50.	330507.1300	Water Main - 8" Directional Drill	LF	465	\$129.00	\$59,985.00	\$175.00	\$81,375.00
51.	901-4.11	Water Main - 8"	LF	4,350	\$176.00	\$765,600.00	\$150.00	\$652,500.00
52.	901-4.12	Water Main - 12"	LF	2,150	\$202.00	\$434,300.00	\$175.00	\$376,250.00
53.	901-4.13	Water Main - 16"	LF	250	\$337.00	\$84,250.00	\$350.00	\$87,500.00
54.	901-4.14	Water Main - 24"	LF	2,125	\$432.00	\$918,000.00	\$390.00	\$828,750.00
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$20,000.00	\$80,000.00	\$11,500.00	\$46,000.00
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$2,300.00	\$64,400.00	\$3,500.00	\$98,000.00
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$153.00	\$29,070.00	\$115.00	\$21,850.00
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$185.00	\$48,100.00	\$135.00	\$35,100.00
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$600.00	\$6,000.00	\$500.00	\$5,000.00
60.	801-4.50	Wye Branch	EA	4	\$300.00	\$1,200.00	\$750.00	\$3,000.00
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$12,500.00	\$50,000.00	\$13,500.00	\$54,000.00
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$475.00	\$47,500.00	\$155.00	\$15,500.00
63.	330130.1100	Sanitary Sewer Service Televising	EA	28	\$300.00	\$8,400.00	\$95.00	\$2,660.00
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$8,900.00	\$26,700.00	\$1,750.00	\$5,250.00
65.	330130.8100	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,000.00	\$64,000.00	\$10,500.00	\$84,000.00

[C]=CORRECTED AMOUNT



BID TABULATION

2025 Street and Water Improvements Project 2025-03

Water & Sewer Improvement District 65

Mandan, North Dakota

Project No. 24080

Bid Date: March 18, 2025

Wagner Construction  
3151 Hwy 53  
International Falls, MN 56649

Crow River Construction  
9150 187th Ave NE  
New London, MN 56273

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$15,000.00	\$60,000.00	\$5,000.00	\$20,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$37.00	\$296.00	\$40.00	\$320.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$200.00	\$400.00	\$250.00	\$500.00
69.	203.0109	Topsoil - 4"	SY	5,000	\$9.00	\$45,000.00	\$25.00	\$125,000.00
70.	235.0200	Hydraulic Mulch	SY	5,000	\$1.50	\$7,500.00	\$1.50	\$7,500.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$4.00	\$20,000.00	\$4.00	\$20,000.00
72.	201-3.8	Tree Pruning	EA	75	\$150.00	\$11,250.00	\$400.00	\$30,000.00
73.	201-3.9	Shrub Pruning	LF	235	\$23.00	\$5,405.00	\$20.00	\$4,700.00
74.	201-3.2	Tree Removal	EA	8	\$1,600.00	\$12,800.00	\$750.00	\$6,000.00
TESTING ALLOWANCE								
TA1.	12000.0000	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
TOTAL (BASE BID + TESTING ALLOWANCE)						\$8,913,257.75		\$9,661,918.75
ALTERNATE A - SS RELINING								
A1	12000.0000	Mobilization	L SUM	1	\$31,400.00	\$31,400.00	\$60,000.00	\$60,000.00
A2	704.1100	Traffic Control	L SUM	1	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
A3	330130.1100	Televise Sewer Main - Pre-Construction	LF	9,020	\$3.45	\$31,119.00	\$11.25	\$101,475.00
A4	330130.1100	Televise Sewer Main - Post-Construction	LF	9,020	\$0.50	\$4,510.00	\$1.50	\$13,530.00
A5	330130.1100	Protruding Tap - Remove	EA	6	\$265.00	\$1,590.00	\$95.00	\$570.00
A6	330130.7200	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$34.00	\$210,800.00	\$36.50	\$226,300.00
A7	330130.7200	Sanitary Sewer Reline - 12" CIPP	LF	610	\$51.00	\$31,110.00	\$75.00	\$45,750.00
A8	330130.7200	Sanitary Sewer Reline - 15" CIPP	LF	75	\$149.00	\$11,175.00	\$220.00	\$16,500.00
A9	330130.7200	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$76.00	\$161,500.00	\$80.00	\$170,000.00
TOTAL (ALTERNATE 1)						\$492,204.00		\$644,125.00
TOTAL (BASE BID + TESTING ALLOWANCE + ALTERNATE 1)						\$9,405,461.75		\$10,306,043.75



**2025 Street and Water Improvements Project 2025-03**  
**Water & Sewer Improvement District 65**  
**Mandan, North Dakota**  
**Project No. 24080**  
**ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<b>BASE BID</b>						
1.	12000.00	Mobilization	L SUM	1	\$180,000.00	\$180,000.00
2.	15000.00	Storm Water Management	L SUM	1	\$5,500.00	\$5,500.00
3.	704.11	Traffic Control	L SUM	1	\$25,000.00	\$25,000.00
4.	15000.00	Temporary Water	L SUM	1	\$200,000.00	\$200,000.00
5.	708.15	Inlet Protection-Special	EA	4	\$250.00	\$1,000.00
6.	202.01	Removal of Curb and Gutter	LF	4,900	\$6.25	\$30,625.00
7.	202.01	Removal of Concrete Pavement	SY	3,280	\$40.00	\$131,200.00
8.	202.02	Removal of Manhole	EA	2	\$2,750.00	\$5,500.00
9.	203.01	Common Excavation-Type A (P)	CY	600	\$40.00	\$24,000.00
10.	411.01	Milling Pavement Surface - 2"	SY	18,200	\$2.13	\$38,766.00
11.	306.05	Full Depth Reclamation	SY	13,975	\$8.21	\$114,734.75
12.	230.00	Subgrade Preparation-Type A-12In	SY	14,575	\$3.00	\$43,725.00
13.	1207-4.1	Geogrid Reinforcement	SY	14,575	\$6.15	\$89,636.25
14.	SP01-001	Pavement Reinforcing Fabric	SY	31,000	\$3.10	\$96,100.00
15.	302.01	Aggregate Base Course CI 5	TON	5,500	\$51.00	\$280,500.00
16.	430.00	Superpave FAA 42/43 - 2" Overlay	TON	4,500	\$116.00	\$522,000.00
17.	432.00	Superpave FAA 42/43 - Patching	TON	3,300	\$135.00	\$445,500.00
18.	405-8.1	Emulsion and Asphalt Cement Sealants	LF	20,000	\$1.05	\$21,000.00
19.	405-8.6	Routed/Sawn Cracks	LF	2,200	\$2.50	\$5,500.00
20.	420.01	Crs2P Emulsified Asphalt	GAL	13,860	\$3.75	\$51,975.00
21.	420.01	Cover Coat Material CI 41M	TON	415	\$67.00	\$27,805.00
22.	401.06	Fog Seal	SY	33,000	\$0.44	\$14,520.00
23.	748.00	Valley Gutter Special	SY	475	\$145.00	\$68,875.00
24.	550.01	8In Reinf Concrete Pavement CI Ye	SY	75	\$165.00	\$12,375.00
25.	748.05	Curb Header-Type I	LF	700	\$48.00	\$33,600.00
26.	748.01	Curb & Gutter-Type I	LF	4,900	\$55.00	\$269,500.00
27.	750.01	Sidewalk Concrete	SY	2,280	\$89.00	\$202,920.00
28.	750.10	Driveway Concrete	SY	550	\$111.00	\$61,050.00
29.	750.21	Detectable Warning Panels	SF	650	\$33.00	\$21,450.00
30.	1210-4.41	Pavement Marking Film Grooved - 6" Line	LF	750	\$11.75	\$8,812.50
31.	1210-4.43	Pavement Marking Film Grooved - 24" Line	LF	160	\$49.00	\$7,840.00
32.	203.05	Exploratory Excavation	HR	10	\$650.00	\$6,500.00
33.	724.04	Removal of Hydrant	EA	8	\$548.00	\$4,384.00
34.	312323.33	Flowable Fill	CY	250	\$462.00	\$115,500.00
35.	24116.00	Removal of Valve Pit	EA	4	\$1,900.00	\$7,600.00
36.	28213.33	Removal of Asbestos Concrete Pipe	LF	20	\$108.00	\$2,160.00
37.	1209-4.11	1" Water Service Line	LF	4,850	\$49.00	\$237,650.00
38.	724.61	1" Water Service Line - Trenchless	LF	280	\$103.00	\$28,840.00
39.	1209-4.40	1" Water Service Connection	EA	172	\$1,086.00	\$186,792.00
40.	1209-4.50	1" Curb Stop And 1" Curb Box	EA	172	\$1,090.00	\$187,480.00
41.	901-4.50	6" Gate Valve And Box	EA	9	\$4,891.00	\$44,019.00
42.	901-4.51	8" Gate Valve And Box	EA	24	\$5,975.00	\$143,400.00
43.	901-4.52	12" Gate Valve And Box	EA	8	\$9,780.00	\$78,240.00
44.	901-4.53	16" Gate Valve And Box	EA	3	\$20,500.00	\$61,500.00
45.	901-4.54	24" Gate Valve And Box	EA	6	\$47,500.00	\$285,000.00
46.	11 26 20	Pressure Reducing Valve Vault	L SUM	1	\$420,000.00	\$420,000.00
47.	901-4.70	6" Hydrant	EA	9	\$9,775.00	\$87,975.00
48.	901-4.10	Water Main - 6"	LF	170	\$108.00	\$18,360.00
49.	330130.23	Water Main - 8" Pipe Burst	LF	1,450	\$200.00	\$290,000.00

**2025 Street and Water Improvements Project 2025-03  
Water & Sewer Improvement District 65  
Mandan, North Dakota  
Project No. 24080  
ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
50.	330507.13	Water Main - 8" Directional Drill	LF	465	\$235.00	\$109,275.00
51.	901-4.11	Water Main - 8"	LF	4,350	\$127.00	\$552,450.00
52.	901-4.12	Water Main - 12"	LF	2,150	\$168.50	\$362,275.00
53.	901-4.13	Water Main - 16"	LF	250	\$280.00	\$70,000.00
54.	901-4.14	Water Main - 24"	LF	2,125	\$370.00	\$786,250.00
55.	901-XXX	Adjust Watermain (12 Inch and Under)	EA	4	\$16,850.00	\$67,400.00
56.	1206-4.2	Furnish & Adjust Manhole Casting	EA	28	\$1,500.00	\$42,000.00
57.	1209-4.1	6" Sewer Service Pipe	LF	190	\$210.00	\$39,900.00
58.	801-4.1	8" Sanitary Sewer Pipe	LF	260	\$140.00	\$36,400.00
59.	801-4.2	18" Sanitary Sewer Pipe	LF	10	\$461.00	\$4,610.00
60.	801-4.50	Wye Branch	EA	4	\$456.50	\$1,826.00
61.	801-4.63	Sanitary Sewer Manhole	EA	4	\$9,700.00	\$38,800.00
62.	801-XXXX	Sanitary Sewer Main Repair	LF	100	\$600.00	\$60,000.00
63.	330130.11	Sanitary Sewer Service Televising	EA	28	\$600.00	\$16,800.00
64.	801-4.65	Sanitary Sewer Cleanout	EA	3	\$1,950.00	\$5,850.00
65.	330130.81	Sanitary Sewer Manhole - Rehabilitate	EA	8	\$8,150.00	\$65,200.00
66.	1001-4.30	Relocate Street Light Pole	EA	4	\$8,500.00	\$34,000.00
67.	1212-4	Furnish & Install Sign	SF	8	\$310.00	\$2,480.00
68.	1212-4	Galvanized Stl. Posts - Telescoping Perf Tube	EA	2	\$435.00	\$870.00
69.	203.01	Topsoil - 4"	SY	5,000	\$5.15	\$25,750.00
70.	235.02	Hydraulic Mulch	SY	5,000	\$1.70	\$8,500.00
71.	1202-4.2	Seeding Class II	SY	5,000	\$2.15	\$10,750.00
72.	201-3.8	Tree Pruning	EA	75	\$145.00	\$10,875.00
73.	201-3.9	Shrub Pruning	LF	235	\$11.25	\$2,643.75
74.	201-3.2	Tree Removal	EA	8	\$2,150.00	\$17,200.00
<b>TESTING ALLOWANCE</b>						
TA1.	12000.00	Testing Allowance	ALLOW	1	\$40,000.00	\$40,000.00
<b>ALTERNATE A - SS RELINING</b>						
A1	12000.00	Mobilization	L SUM	1	\$17,700.00	\$17,700.00
A2	704.11	Traffic Control	L SUM	1	\$2,200.00	\$2,200.00
A3	330130.11	Televiser Sewer Main - Pre-Construction	LF	9,020	\$7.52	\$67,830.40
A4	330130.11	Televiser Sewer Main - Post-Construction	LF	9,020	\$1.36	\$12,267.20
A5	330130.11	Protruding Tap - Remove	EA	6	\$81.50	\$489.00
A6	330130.72	Sanitary Sewer Reline - 8" CIPP	LF	6,200	\$29.35	\$181,970.00
A7	330130.72	Sanitary Sewer Reline - 12" CIPP	LF	610	\$42.00	\$25,620.00
A8	330130.72	Sanitary Sewer Reline - 15" CIPP	LF	75	\$150.00	\$11,250.00
A9	330130.72	Sanitary Sewer Reline - 18" CIPP	LF	2,125	\$63.25	\$134,406.25
Total						\$8,112,247.10
Contingencies (~10%)						\$811,224.71
Studies and Reports						\$223,635.00
Design Engineering						\$484,705.00
Construction Phase						\$279,000.00
Resident Project Representative						\$320,500.00
Post-Construction Phase						\$25,500.00
Publishing & Assessing						\$6,000.00
Legal						\$7,500.00
TOTAL COST						\$10,270,311.81

## NOTICE OF AWARD

Date of Issuance: 04/01/2025  
Owner: City of Mandan Owner's Project No.: 2025-03  
Engineer: Moore Engineering, Inc. Engineer's Project No.: 24080  
Project: 2025 Street and Water Improvements Project 2025-03  
Contract Name: Water & Sewer Improvement District 65  
Bidder: Strata Corporation  
Bidder's Address: PO Box 13500, Grand Forks, ND 58203-3500

You are notified that Owner has accepted your Bid dated March 18, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2025 Street and Water Improvements Project 2025-03.

The Contract Price of the awarded Contract is \$8,112,247.10 . Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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

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

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

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

Owner: City of Mandan

By (signature): \_\_\_\_\_

Name (printed): Jim Neubauer

Title: Auditor/City Administrator

Copy: Engineer

**RESOLUTION APPROVING CONTRACTOR AND CONTRACTOR'S BOND FOR  
WATER AND SEWER IMPROVEMENT DISTRICT NO. 65**

Project No. 2025-03

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for an improvement Water and Sewer Improvement District No. 65 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Strata Corporation whose bid provides for the construction of said improvement at a total estimated price of \$8,112,247.10.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by §40-22-35 and §40-22-35, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of §40-22-30 and 40-22-32 of said Code.

Dated this 1st day of April, 2025

\_\_\_\_\_  
President, Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Administrator

Date of Passage: April 1, 2025



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider award of the Rapid Rectangular Flashing Beacon Project

---

#### **STATEMENT/PURPOSE:**

To review the submitted bids and potentially award the Rapid Rectangular Flashing Beacon project.

#### **BACKGROUND/ALTERNATIVES:**

The City of Mandan originally intended to construct four Rectangular Rapid Flashing Beacon (RRFB) crossing locations according to the 2016 Safe Routes to School study and the approved Highway Safety Improvement Program (HSIP) funding application dated November 22, 2019.

The City of Mandan has been working to improve pedestrian safety throughout the city. The city was awarded a 90% grant to install Rapid Rectangular Flashing Beacons (RRFB) in four locations. The project will include RRFB installation and ADA improvements at:

- 2nd Avenue NW and Main Street
- 1st Street and 6th Avenue NE (Near Custer Elementary)
- 46th Street SE (Near Raging Rivers)
- 2nd Street and Collins Avenue (Near St. Joes)

The North Dakota Department of Transportation opened bids for this project on March 21st. The projects had two bidders, with the low bid submitted by Knife River Corporation in the amount of \$498,589.05.

#### **ATTACHMENTS:**

1. Notice of Bids

**FISCAL IMPACT:**

The City originally received \$112,000 to make these improvements through the NDDOT's Highway Safety Improvement Program. Because applications for this program are submitted years in advance, the cost of these improvements grew significantly during the period between 2019 and 2025. Typically, the federal funding dollar amount available for these types of projects is set in stone. After significant coordination with Moore Engineering and the State's program management team, this amount was increased to \$287,351.46 to accommodate some of these cost increases. This represents a 90% share for 3 of the 4 crossing locations. The City would have financial responsibility for the remaining amount. As a result of this bid, we are expecting to be responsible for \$211,237.59. Of this amount, \$156,000 is an ineligible project cost related to the installation of similar improvements along the west side of 46th Avenue, which was designated to be completed in May of 2021. These would be assessed directly to the benefiting parcels.

The remaining \$55,000 would be paid for out of the City sales tax fund.

**STAFF IMPACT:**

Moderate effort coordinating with our consultants.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

To award the project to Knife River, as presented.

**SUGGESTED MOTION:**

I move to award the bid for the Rapid Rectangular Flashing Beacon Project to Knife River, as presented.

March 21, 2025

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

**PROJECT: HEU-CPU-1-988(051), PCN 24054 - MORTON CO; COLLINS AVE & 3RD ST NW/NE;  
MAIN ST & 2ND AVE NW; 1ST ST NE & 6TH AVE NE; 46TH AVE SE, N OF MCKENZE  
DR TO WATERPARK LOOP SE - MANDAN**

Dear Mr. Wigness;

Bids for the construction on the above noted project were taken at our bid opening of March 21, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for ADA RAMPS, BULB-OUTS, SIDEWALK, RRFBS, PAVEMENT MARKING, SIGNING was submitted by Knife River Corporation-North Central of Sauk Rapids, MN in the amount of \$498,589.05. According to the agreement with the City of Mandan, the City's share for **HEU-CPU-1-988(051)** is estimated to be \$261,096.49. Federal Funds obligated for this project shall not exceed 90 percent of the total eligible project cost up to a maximum of \$287,351.46. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

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

Sincerely,



Phillip Murdoff, PE  
Construction Services Engineer

80/pm/jmm  
Enclosure

North Dakota **FEDERAL AID**

Project Number: **HEU-CPU-1-988(051)**

PCN: **24054**

Job Number: **24054**

Bid Opening Date: **3/21/2025**

English/Metric: **ENGLISH**

Signed Date:

Contract with **KNIFE RIVER CORPORATION - NORTH CENTRAL SAUK RAPIDS, MN**

County(s): **MORTON**

Location: **COLLINS AVE & 3RD ST NW/NE; MAIN ST & 2ND AVE NW; 1ST ST NE & 6TH AVE NE; 46TH AVE SE, N OF  
MCKENZE DR TO WATERPARK LOOP SE - MANDAN**



North Dakota **FEDERAL AID**Bid Opening Date: **3/21/2025**Project Number: **HEU-CPU-1-988(051)**PCN: **24054**Job Number: **24054**English/Metric: **ENGLISH**Roadway: **URBAN****COLLINS AVE, L711\_059M 0.2199**  
**MAIN ST, L707\_059M 0.0098**  
**1ST ST NE, L698\_059M 1.3660**Type: **ADA RAMPS, BULB OUTS, RRFBS, PAVEMENT MARKING, SIGNING**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.660	L SUM	\$1,645.33	\$1,085.92
202	0114	REMOVAL OF CONCRETE PAVEMENT	436.000	SY	\$33.61	\$14,653.96
202	0130	REMOVAL OF CURB & GUTTER	268.000	LF	\$6.60	\$1,768.80
202	0132	REMOVAL OF BITUMINOUS SURFACING	3.000	SY	\$54.91	\$164.73
251	0300	SEEDING CLASS III	0.041	ACRE	\$3,601.97	\$147.68
253	0201	HYDRAULIC MULCH	0.082	ACRE	\$4,884.87	\$400.56
261	0112	FIBER ROLLS 12IN	15.000	LF	\$5.65	\$84.75
261	0113	REMOVE FIBER ROLLS 12IN	15.000	LF	\$1.00	\$15.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	2.000	TON	\$375.00	\$750.00
550	0300	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	192.000	SY	\$148.81	\$28,571.52
702	0100	MOBILIZATION	0.660	L SUM	\$90,503.24	\$59,732.14
704	1000	TRAFFIC CONTROL SIGNS	506.000	UNIT	\$2.00	\$1,012.00
704	1054	SIDEWALK BARRICADE	6.000	EA	\$75.00	\$450.00
704	1058	PEDESTRIAN WALKWAY	100.000	LF	\$12.00	\$1,200.00
704	1060	DELINEATOR DRUMS	21.000	EA	\$20.00	\$420.00
704	1067	TUBULAR MARKERS	35.000	EA	\$5.00	\$175.00
704	1500	OBLITERATION OF PAVEMENT MARKING	144.000	SF	\$10.00	\$1,440.00
704	2108	TEMPORARY CURB RAMP	3.000	EA	\$500.00	\$1,500.00
708	1540	INLET PROTECTION-SPECIAL	5.000	EA	\$550.00	\$2,750.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	5.000	EA	\$85.00	\$425.00
722	3460	CASTING INLET-TYPE 2	1.000	EA	\$1,554.87	\$1,554.87
722	3510	INLET-TYPE 2	3.000	EA	\$17,500.00	\$52,500.00
722	6140	ADJUST GATE VALVE BOX	3.000	EA	\$377.36	\$1,132.08
722	6240	ADJUST UTILITY APPURTENANCE	1.000	EA	\$377.22	\$377.22
748	0120	CURB & GUTTER MOUNTABLE-TYPE I	284.000	LF	\$73.05	\$20,746.20
750	0115	SIDEWALK CONCRETE 4IN	162.000	SY	\$120.88	\$19,582.56
750	0140	SIDEWALK CONCRETE 6IN	27.000	SY	\$203.92	\$5,505.84
750	2115	DETECTABLE WARNING PANELS	71.000	SF	\$73.13	\$5,192.23
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	16.000	SF	\$35.00	\$560.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	58.000	LF	\$15.25	\$884.50
754	0592	RESET SIGN PANEL	2.000	EA	\$100.00	\$200.00
754	0593	RESET SIGN SUPPORT	1.000	EA	\$200.00	\$200.00
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	84.000	LF	\$50.00	\$4,200.00
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	72.000	LF	\$50.00	\$3,600.00
772	2170	RAPID RECT FLASHING BEACON SYSTEM-MA MOUNTED	4.000	EA	\$18,170.46	\$72,681.84
772	2935	REVISE FLASHING BEACON SYSTEM	2.000	EA	\$18,170.46	\$36,340.92
Subtotal						\$342,005.32

North Dakota **FEDERAL AID**

Project Number: **HEU-CPU-1-988(051)**

PCN: **24054**

Job Number: **24054**

Bid Opening Date: **3/21/2025**

English/Metric: **ENGLISH**

Eng and Contg **\$34,200.53**

Total **\$376,205.85**

Length **0.0000 Miles**

Estimated Cost		<u>Construction</u>
		<b>\$376,205.85</b>
<b>HEU FEDERAL FUNDS</b>	<b>LIMITED</b>	<b>\$287,351.46</b>
<b>HEU MANDAN CITY FUNDS</b>	<b>10.00%</b>	<b>\$88,854.39</b>

North Dakota **FEDERAL AID**

Project Number: **HEU-CPU-1-988(051)**

PCN: **24054**

Job Number: **24054**

Bid Opening Date: **3/21/2025**

English/Metric: **ENGLISH**

Roadway: **URBAN**  
**46TH AVE SE, LRS\_ID L716\_059M FR MEASURE 0.6188 TO MEASURE 0.7417**  
Type: **SIDEWALK, ADA RAMPS, RRFBS,SIGNING**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.340	L SUM	\$1,645.33	\$559.41
202	0114	REMOVAL OF CONCRETE PAVEMENT	98.000	SY	\$33.61	\$3,293.78
202	0130	REMOVAL OF CURB & GUTTER	27.000	LF	\$6.60	\$178.20
202	0132	REMOVAL OF BITUMINOUS SURFACING	6.000	SY	\$54.91	\$329.46
203	0109	TOPSOIL	164.000	CY	\$35.24	\$5,779.36
251	0300	SEEDING CLASS III	0.263	ACRE	\$3,601.97	\$947.32
253	0201	HYDRAULIC MULCH	0.526	ACRE	\$4,884.87	\$2,569.44
261	0112	FIBER ROLLS 12IN	619.000	LF	\$5.65	\$3,497.35
261	0113	REMOVE FIBER ROLLS 12IN	619.000	LF	\$1.00	\$619.00
302	0120	AGGREGATE BASE COURSE CL 5	82.000	TON	\$96.59	\$7,920.38
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	2.000	TON	\$375.00	\$750.00
702	0100	MOBILIZATION	0.340	L SUM	\$90,503.24	\$30,771.10
704	1000	TRAFFIC CONTROL SIGNS	255.000	UNIT	\$2.00	\$510.00
704	1052	TYPE III BARRICADE	3.000	EA	\$100.00	\$300.00
704	1054	SIDEWALK BARRICADE	2.000	EA	\$75.00	\$150.00
704	1060	DELINEATOR DRUMS	19.000	EA	\$20.00	\$380.00
704	1067	TUBULAR MARKERS	77.000	EA	\$5.00	\$385.00
704	1500	OBLITERATION OF PAVEMENT MARKING	42.000	SF	\$10.00	\$420.00
708	1540	INLET PROTECTION-SPECIAL	3.000	EA	\$550.00	\$1,650.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	3.000	EA	\$85.00	\$255.00
748	0140	CURB & GUTTER-TYPE I	27.000	LF	\$75.11	\$2,027.97
750	0115	SIDEWALK CONCRETE 4IN	326.000	SY	\$120.88	\$39,406.88
750	0140	SIDEWALK CONCRETE 6IN	6.000	SY	\$203.92	\$1,223.52
750	1000	DRIVEWAY CONCRETE	93.000	SY	\$105.28	\$9,791.04
750	2115	DETECTABLE WARNING PANELS	20.000	SF	\$73.13	\$1,462.60
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	21.000	SF	\$35.00	\$735.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	44.000	LF	\$15.25	\$671.00
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	54.000	LF	\$50.00	\$2,700.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	32.000	SF	\$30.00	\$960.00
772	2170	RAPID RECT FLASHING BEACON SYSTEM-MA MOUNTED	2.000	EA	\$18,170.46	\$36,340.92
Subtotal						\$156,583.73

North Dakota **FEDERAL AID**  
Project Number: **HEU-CPU-1-988(051)**

PCN: **24054**  
Job Number: **24054**

Bid Opening Date: **3/21/2025**  
English/Metric: **ENGLISH**  
Eng and Contg **\$15,658.37**  
Total **\$172,242.10**

Length        **0.0000 Miles**

		<u>Construction</u>
Estimated Cost		<b>\$172,242.10</b>
<b>CPU MANDAN CITY FUNDS</b>	<b>100.00%</b>	<b>\$172,242.10</b>

Summary for Project  
Length        **0.0000 Miles**

Estimated Total Construction Cost: **\$498,589.05**

Estimated Total Eng and Contg: **\$49,858.90**

	<u>Construction</u>	<u>Total</u>
Estimated Cost	<b>\$548,447.95</b>	<b>\$548,447.95</b>
<b>HEU FEDERAL FUNDS</b>	<b>\$287,351.46</b>	<b>\$287,351.46</b>
<b>HEU MANDAN CITY FUNDS</b>	<b>\$88,854.39</b>	<b>\$88,854.39</b>
<b>CPU MANDAN CITY FUNDS</b>	<b>\$172,242.10</b>	<b>\$172,242.10</b>

NDDOT TO MAKE CONTRACTOR PAYMENTS. HEU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$ 287,351.46 ANY COST OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY. CPU SUB PROJECT IS 100% CITY FUNDS.

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 1 OF 1		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. HEU-CPU-1-988(051)				NO. 24054	BIDDER ENGINEERS ESTIMATE		BIDDER KNIFE RIVER CORPORAT ION - NORTH CENTRAL		BIDDER TI-ZACK CONCRETE LLC	
COUNTY & DATE MORTON (059) MAR 21, 2025 09:30AM							SAUK RAPIDS, MN		LE CENTER, MN	
LENGTH & TYPE 0.000 MANDAN VARIOUS SITE(COLLINS,MAIN,1ST,46T 10/18/25 ADA RAMPS, BULB-OUTS, SIDEWALK, RRFBS,					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	6530000	6530000	1645330	1645330	1150000	1150000	
202	REMOVAL OF CONCRETE PAVEMENT	SY	534000	30000	1602000	33610	1794774	20490	1094166	
202	REMOVAL OF CURB & GUTTER	LF	295000	11000	324500	6600	194700	18550	547225	
202	REMOVAL OF BITUMINOUS SURFACING	SY	9000	21000	18900	54910	49419	36480	32832	
203	TOPSOIL	CY	164000	6500	1066000	35240	577936	85820	1407448	
251	SEEDING CLASS III	ACRE	304	3550000	107920	3601970	109500	4197500	127604	
253	HYDRAULIC MULCH	ACRE	608	3700000	224960	4884870	297000	5692500	346104	
261	FIBER ROLLS 12IN	LF	634000	2750	174350	5650	358210	6500	412100	
261	REMOVE FIBER ROLLS 12IN	LF	634000	500	31700	1000	63400	1150	72910	
302	AGGREGATE BASE COURSE CL 5	TON	82000	45000	369000	96590	792038	87730	719386	
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	4000	250000	100000	375000	150000	402500	161000	
550	8IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	192000	120000	2304000	148810	2857152	178220	3421824	
702	MOBILIZATION	L SUM	1000	6000000	6000000	90503240	90503240	27879190	27879190	
704	TRAFFIC CONTROL SIGNS	UNIT	761000	1750	133175	2000	152200	4140	315054	
704	TYPE III BARRICADE	EA	3000	100000	300000	100000	300000	139410	41823	
704	SIDEWALK BARRICADE	EA	8000	100000	800000	75000	600000	62560	50048	
704	PEDESTRIAN WALKWAY	LF	100000	20000	2000000	12000	1200000	38840	388400	
704	DELINEATOR DRUMS	EA	40000	22500	900000	20000	800000	43910	175640	
704	TUBULAR MARKERS	EA	112000	6500	728000	5000	560000	15180	170016	
704	OBLITERATION OF PAVEMENT MARKING	SF	186000	2750	511150	10000	1860000	5810	108066	
704	TEMPORARY CURB RAMP	EA	3000	750000	2250000	500000	1500000	1222130	366639	
708	INLET PROTECTION-SPECIAL	EA	8000	475000	3800000	550000	4400000	632500	506000	
708	REMOVE INLET PROTECTION-SPECIAL	EA	8000	75000	600000	85000	680000	97750	78200	
722	CASTING INLET-TYPE 2	EA	1000	1500000	1500000	1554870	1554870	1297200	1297200	
722	INLET-TYPE 2	EA	3000	6500000	19500000	17500000	52500000	5750000	17250000	
722	ADJUST GATE VALVE BOX	EA	3000	575000	1725000	377360	1132080	182400	54720	
722	ADJUST UTILITY APPURTENANCE	EA	1000	300000	300000	377220	377220	547200	547200	
748	CURB & GUTTER MOUNTABLE-TYPE I	LF	284000	65000	1846000	73050	2074620	64670	1836628	
748	CURB & GUTTER-TYPE I	LF	27000	50000	1350000	75110	2027970	66630	179901	
750	SIDEWALK CONCRETE 4IN	SY	488000	145000	7076000	120880	5898944	98060	4785328	
750	SIDEWALK CONCRETE 6IN	SY	33000	150000	4950000	203920	6729360	147600	487080	
750	DRIVEWAY CONCRETE	SY	93000	185000	1720500	105280	9791040	147600	1372680	
750	DETECTABLE WARNING PANELS	SF	91000	80000	7280000	73130	6654830	59850	544635	
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	37000	37500	1387500	35000	1295000	28600	105820	
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	102000	22500	2295000	15250	1555500	24550	250410	
754	RESET SIGN PANEL	EA	2000	110000	220000	100000	200000	84300	16860	
754	RESET SIGN SUPPORT	EA	1000	180000	180000	200000	200000	228510	228510	
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	138000	30000	4140000	50000	6900000	57500	793500	
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	32000	30000	960000	30000	960000	34500	110400	
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	72000	57000	4104000	50000	3600000	57500	414000	
772	RAPID RECT FLASHING BEACON SYSTEM-MA MOUNTED	EA	6000	1900000	11400000	18170460	10902276	38467500	23080500	
772	REVISE FLASHING BEACON SYSTEM	EA	2000	18500000	37000000	18170460	3634092	9200000	1840000	
TOTAL					44070705		49858905		51250157	
						NO LIMIT		NO LIMIT		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: KNIFE RIVER CORPORATION - NORTH CENTRAL				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.		
23				DATE OF AWARD				DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering		



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 27, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider bids for the WTP Phase III Optimization Project

---

#### **STATEMENT/PURPOSE:**

To consider and possibly approve bids related to the Water Treatment Plant (WTP) Phase III Optimization Project.

#### **BACKGROUND/ALTERNATIVES:**

Bids for this project will be opened March 27<sup>th</sup> with results presented for Commission consideration April 1<sup>st</sup>.

This project generally includes the replacement of CO2 tanks and lime systems, filter rehabilitation, upgrading the chlorine room and equipment, and several other items.

This project provides much needed redundancy to these systems and reduces the chances of future plant shutdowns. The project is split into three contracts: General Construction, Mechanical Construction, and Electrical Construction.

Recall we currently have an agreement with the SWC for the original task order preconstruction (design and bidding) funding and an application being considered at the SWC April 10<sup>th</sup> meeting for construction funding.

#### **ATTACHMENTS:**

1. Recommendation Letter
2. Bid Tabulation
3. Rafter Electric Bid Form
4. Central Mechanical Bid Form
5. Swanberg Construction Bid Form

#### **FISCAL IMPACT:**

The sum of the apparent low bidders for each of the three contracts is \$8,409,900.00 and our engineer's estimate was \$11,165,000. This is \$2,755,100 or about 25% below estimate. This project is eligible for up to 60% cost share through Department of Water Resources funds, which we are currently on the April 10th agenda for.

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Award the project as recommended in the AE2S Award Recommendation letter contingent on approval from the Department of Environmental Quality and approval of the SWC Cost-Share construction funding application.

**SUGGESTED MOTION:**

I move to approve that award of the project to Swanberg Construction, Central Mechanical and Rafter Electric as presented, contingent on approval from the Department of Environmental Quality and approval of the cost-share construction funding application.



April 1, 2025

To the President and Commissioners  
of the Mandan Board of City Commissioners  
Jarek Wigness, PE  
City Engineer  
205 2nd Ave. NW  
Mandan, ND 58554

**Re: City of Mandan WTP Phase III Optimization – City Project No. 2024-01  
Recommendation to Award**

Honorable Commissioners:

Bids for the above referenced project were opened on Thursday, March 27, 2025. The Contractors submitted the required Bid Bonds, Contractor License, requested qualification materials, acknowledged the four Addendums, and signed their bids. The Bids were examined for errors and irregularities, and only one was found. Rafter Electric, LLC indicated the incorrect dates for Addendums 1 and 2 on the Bid Form. A bid tabulation is attached to this letter for your review.

Six (6) Contractors submitted bids for the Work. The low bid for the project was for the individual Contracts, including Contract No. 1 with Alternate 1, Contract No. 2, and Contract No. 3 with Alternate 1 with a combined total of \$8,409,900.00 and the apparent low bid for these are as follows:

- Contract No. 1 – General Construction
  - Swanberg Construction, Inc.
  - Bid Amount: \$6,185,000.00
  - Opinion of Cost: \$8,400,000.00
- Contract No. 1 – Alternate 1:
  - Swanberg Construction, Inc.
  - Bid Amount: \$350,000.00
  - Opinion of Cost: \$470,000.00
- Contract No. 2 – Mechanical Construction:
  - Central Mechanical, Inc.
  - Bid Amount: \$369,900.00
  - Opinion of Cost: \$185,000.00
- Contract No. 3 – Electrical, Instrumentation, and Controls Construction:
  - Rafter Electric, LLC
  - Bid Amount: \$1,470,000.00
  - Opinion of Cost: \$2,100,000.00





- Contract No. 3 – Alternate 1:
  - Rafter Electric, LLC
  - Bid Amount: \$35,000.00
  - Opinion of Cost: \$10,000.00

Swanberg Construction, Inc. and Central Mechanical, Inc. are known, reputable Contractors who have completed projects with AE2S and the City of Mandan. AE2S and the City have not worked with Rafter Electric, LLC. Qualifications statements and information on key personnel were reviewed and it appears that Rafter Electric is qualified to perform this work. The total construction cost for the project is approximately 25% lower than the Engineer's Estimate. Some of the difference is due to uncertainty with tariffs and market conditions at the time of bidding.

**AE2S recommends awarding Contracts No. 1 (including Alternate 1), No. 2, and No. 3 (including Alternate 1) to Swanberg Construction, Inc., Central Mechanical, Inc., and Rafter Electric, LLC, respectively.** Attached to this letter are copies of the apparent low bidder's proposals, copies of the corresponding Bid Bonds, and the Notice of Award for Swanberg Construction, Inc., Central Mechanical, Inc., and Rafter Electric, LLC for review and, if acceptable, approval. Please note that the award is contingent upon approval from the North Dakota Department of Environmental Quality (NDDEQ) and the ND State Water Commission Cost-Share Funding application.

After approval of the Notice of Award, please return the original to AE2S. We will forward the Notice of Award and Agreements to the apparent low bidders and return the bid bonds to all appropriate parties. The apparent low bidder is required to acknowledge their Awards, execute the Agreements (on their part), and return both with the required supporting documentation (Performance Bonds, insurance certificates, etc.) within 15 days. Upon receipt of the returned documentation, it will be reviewed and forwarded to you for review and final execution, if acceptable. Once the Agreements are fully executed, we will issue the Notices to Proceed.

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

City of Mandan  
Mandan WTP Phase III Optimization  
Recommendation to Award  
April 1, 2025  
Page 3 of 3



Sincerely,

**AE2S**

Laith Hintz PE  
Senior Project Manager

Attachments

1. Swanberg Construction, Central Mechanical, and Rafter Electric Bid Forms and Attachments
2. Certified Bid Tabulation
3. C-510 Notices of Award

CC: Hristo Papalichev, NDDEQ (via email)  
Duane Friesz, City of Mandan (via email)  
Tyler Fode, AE2S (via email)



Mandan WTP Phase III Optimization  
City of Mandan  
Mandan, ND  
AE2S Project No. P00510-2023-003  
Bid Opening Time **11:00 AM CDT** Date **Thursday, March 27, 2025**

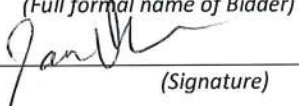
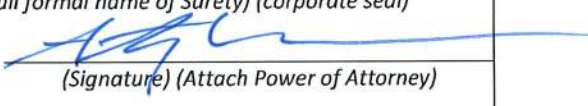


Contractor	Acknowledge Addenda 1-4	Bid Bond	ND Contractor's License or Certificate of Registration Completed	Qualification Statement	Completed Bid Form	Contract No. 1 General Construction Base Bid	Contract No. 1 Alternate 1	Contract No. 2 Mechanical Construction Base Bid	Contract No. 3 Electrical, Instrumentation, and Controls Base Bid	Contract No. 3 Alternate 1	Contract No. 4 Combined General, Mechanical, Electrical, Instrumentation, and Controls Base Bid	Contract No. 4 Alternate 1
1 Swanberg Construction, LLC	X	X	X	X	X	\$6,185,000.00	\$350,000.00					
2 CC Steel, LLC	X	X	X	X	X	\$6,940,000.00	\$375,000.00					
3 Central Mechanical, Inc.	X	X	X	X	X			\$369,900.00				
4 Rafter Electric	X	X	X	X	X				\$1,470,000.00	\$35,000.00		
5 Edling Electric	X	X	X	X	X				\$2,084,000.00	\$136,500.00		
6 Ystaas Electrical Service, LLC.	X	X	X	X	X				\$1,757,300.00	\$60,000.00		
7												
8												
Engineer's Estimate						\$8,400,000.00	\$470,000.00	\$185,000.00	\$2,100,000.00	\$10,000.00	\$10,685,000.00	\$480,000.00



Advanced Engineering and Environmental Services, LLC  
1815 Schafer Street, Suite 301  
Bismarck, ND 58501  
Tel: 701-221-0530

  
 Tyler Fode, PE

## BID BOND (DAMAGES FORM)

<b>Bidder</b> Name: Rafter Electric LLC Address <i>(principal place of business)</i> : 9401 Sycamore Lane Bismarck, ND 58504	<b>Surety</b> Name: Merchants National Bonding, Inc. Address <i>(principal place of business)</i> : 6700 Westown Parkway W. Des Moines, IA 50266-7754
<b>Owner</b> Name: <b>City of Mandan</b> Address <i>(principal place of business)</i> : <b>205 2<sup>nd</sup> Avenue NW</b> <b>Mandan, ND 58554</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Mandan WTP Phase III Optimization</b> <b>Mandan, ND</b>  Bid Due Date: March 27th, 2025
<b>Bond</b> Bond Amount: Five percent (5%) of the bid amount Date of Bond: March 24th, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Rafter Electric LLC	Surety Merchants National Bonding, Inc.
By: <u></u> <i>(Signature)</i>	By: <u></u> <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>James Hach</u> <i>(Printed or typed)</i>	Name: <u>Anthony Gross</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <i>(Signature)</i>	Attest: <u></u> <i>(Signature)</i>
Name: <u>Brett L Skarda</u> <i>(Printed or typed)</i>	Name: <u>Seth Farkas</u> <i>(Printed or typed)</i>
Title: <u>Notary Public</u>	Title: <u>Account Executive</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### ACKNOWLEDGEMENT OF PRINCIPAL

State of North Dakota

County of Burleigh

On this 27 day of March, 2025 before me a Notary Public in and for the State of North Dakota personally appeared James Hach know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.



Brett L. Skarda  
NOTARY PUBLIC

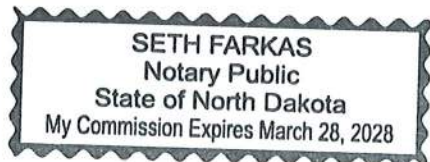
(SEAL)

### ACKNOWLEDGEMENT OF SURETY

State of North Dakota

County of Cass

On this 24th day of March, 2025 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.



Seth Farkas  
NOTARY PUBLIC

(SEAL)

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy E Glanzer; Anthony Gross; Brenda L Parker; Colten Heagle; Gail T Hayes; Jordan Kvale; Kristina Holtgard; Seth Farkas; Tiffany Meduna; Zared Lefor

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

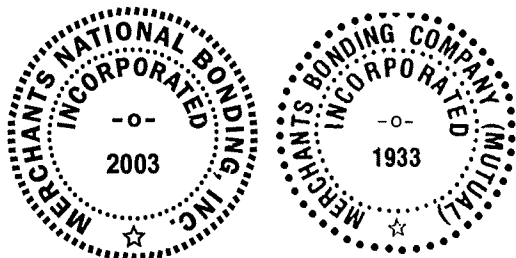
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



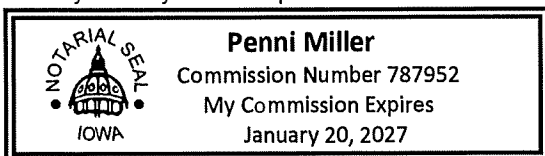
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

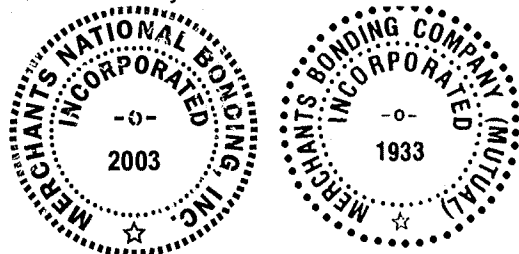


(Expiration of notary's commission does not invalidate this instrument)

  
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of March, 2025.



Secretary



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 59096

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RAFTER ELECTRIC L.L.C.** whose address is in BISMARCK, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**RAFTER ELECTRIC L.L.C.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 15, 2025

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State



# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*City of Mandan*  
*Attn: Jarek Wigness, City Engineer*  
*205 2<sup>nd</sup> Avenue NW*  
*Mandan, ND 58554.*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. In one opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Completed Bid Form
  - 2. Completed Qualification Statement
  - 3. MBE/WBE Subcontractor Solicitation Information
  - 4. SRF Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
- B. In second opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Required Bid security;
  - 2. North Dakota Contractor's license or Certificate of Renewal.
  - 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

## ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Contract No. 1 – General Construction

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
  - 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$554,582.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
- d. Cash Allowances: A contractor cash allowance of \$140,000 has been provided in the Base Bid, per Section 01 21 13, for:
  - 1) \$40,000 for Railroad Improvements, and;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, and P305.

Lump Sum Bid Price for Base Bid	\$
Alternate 1 <b>[Add]</b> <b>[Deduct]</b>	\$

2. Contract No. 2 – Mechanical

- a. The Mechanical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.

- b. The Mechanical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.

Lump Sum Bid Price for Base Bid	\$
Alternate 1	Not Applicable

3. Contract No. 3 – Electrical, Instrumentation, and Controls

- a. The Electrical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The Electrical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Cash Allowances: A contractor cash allowance of \$100,000 has been provided in the Base Bid per Section 01 21 13 for SCADA Improvements.
- d. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets E602, E617, E803, IC108, IC109, IC 110, and IC111.

Lump Sum Bid Price for Base Bid	\$ 1,470,000.00
Alternate 1 [Add] [Deduct]	\$ 35,000.00

4. Contract No. 4 – Combined Contract: General; Mechanical; and Electrical, Instrumentation, and Controls Construction.

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
- 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$554,582.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price

quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.

- d. Cash Allowances: A contractor cash allowance of \$240,000 has been provided in the Base Bid per Section 01 21 13 for the following:
  - 1) \$40,000 for Railroad Improvements;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation, and;
  - 3) \$100,000 for SCADA Improvements.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, P305, E602, E617, E803, IC108, IC109, IC 110, and IC111.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

##### 5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

##### 5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

##### 5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2/27/25
2	3/11/25
3	3/20/25
4	3/24/25

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*


A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Rafter Electric LLC

By:  (typed or printed name of organization)  
Name: Jame Hach (individual's signature)  
Title: President (typed or printed)  
Date: 3/27/2025 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: \_\_\_\_\_ (individual's signature)  
Name: \_\_\_\_\_ (typed or printed)  
Title: \_\_\_\_\_ (typed or printed)  
Date: \_\_\_\_\_ (typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: James Hach (typed or printed)  
Title: President (typed or printed)  
Phone: (701) 955-3798  
Email: RafterElectric@gmail.com  
Address: 4307 Centurion Dr. Bismarck, ND 58504

Bidder's Contractor License No.: (if applicable) 59096

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph S hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



## ARTICLE 1—GENERAL INFORMATION

### 1.01 Provide contact information for the Business:

Legal Name of Business:	Rafter Electric LLC		
Corporate Office	Bismarck		
Name:	James Hach	Phone number:	701-955-3798
Title:	President	Email address:	rafterelectric@gmail.com
Business address of corporate office:	4307 Centurion Dr. Bismarck, ND 58504		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

### 1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	Jan 2019	State in which Business was formed:	ND
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

### 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

EJCDC C-451, Qualifications Statement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 1 of 7

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	James Hach	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ NA
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

## ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:	Contractor License		
Licensing Agency:	State of North Dakota		
License No:	59096	Expiration Date:	March 1, 2026
Name of License:	Masters		
Licensing Agency:	ND State Electrical Board		
License No:	3791	Expiration Date:	April 30, 2026

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

#### ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	James Hach	
Safety Certifications	None	
Certification Name	Issuing Agency	Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023			2024		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Rafter Electric LLC	1	0	0	1	0	0	1	0	0

#### ARTICLE 5—FINANCIAL – NOT USED

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

**ARTICLE 6—SURETY INFORMATION**

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants National Bonding Inc.		
Surety is a corporation organized and existing under the laws of the state of:		Iowa	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	6700 Westown Parkway		
	W. Des Moines, IA 50266-7754		
Physical Address (principal place of business):	6700 Westown Parkway		
	W. Des Moines, IA 50266-7754		
Phone (main):	800-678-8171	Phone (claims):	800-678-8171

**ARTICLE 7—INSURANCE**

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Secura		Liability	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	1050 E Interstate Ave, Suite 120		
	Bismarck, ND 58503		
Physical Address (principal place of business):	1050 E Interstate Ave, Suite 120		
	Bismarck, ND 58503		
Phone (main):	701-224-7024	Phone (claims):	701-224-7024

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	12
Estimate of revenue for the current year:	3,500,000.00
Estimate of revenue for the previous year:	3,000,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 5			
As a general contractor:		As a joint venturer:	5
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

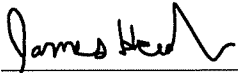
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 8.02.

- E. Schedule A (Current Projects) as required by Paragraph 8.03.
- F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Rafter Electric LLC  
(typed or printed name of organization)

By:   
(individual's signature)

Name: James Hach  
(typed or printed)

Title: President  
(typed or printed)

Date: 3/27/2025  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# **Schedule A—Current Projects**

Name of Organization	Rafter Electric LLC	Project Name	Sanford Ortho Renovation
Project Owner	Sanford Health		
General Description of Project	Replacement of X-ray		
Project Cost	147,000.00	Date Project	08/20/2024
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	James Hach	Tom Keidel	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Sanford Health		Telephone
Designer			troy.mohl@sanfordhealth.org
Construction Manager			

Project Owner	Standing Rock Sioux Tribe	Project Name	BSD Community Center
General Description of Project	Construction of assembly space and food distribution facility		
Project Cost	927,500.00	Date Project	08/01/2024
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Jame Hach	Scott Spangler	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager	Consolidated Construction		nfirmner@1call2build.com

Project Owner	Montana Dakota Utilities	Project Name	GO Lighting Replacement
General Description of Project	upgrade lighting		
Project Cost	247,000.00	Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	James Hach	Tom Keidel	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	MDU		Telephone
Designer			david.schiermeister@mduresources.com
Construction Manager			



### Schedule B—Previous Experience with Similar Projects

Name of Organization	Rafter Electric LLC		Project Name	MCC Replacement	
Project Owner	Sanford Health				
General Description of Project	Replace 2 MCCs				
Project Cost	185,000.00	Project Superintendent	Date Project	3/1/2024	Quality Control Manager
Key Project Personnel	Project Manager	Mark Knutson	Safety Manager		
Name	James Hach				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sanford Health				gary.hanson@sanfordhealth.org
Designer					
Construction Manager					

Project Owner	Wilton Farmer Elecator		Project Name	Bean plant and dust collector system	
General Description of Project	Construction of a new bead handling facility				
Project Cost	320,000.00	Project Superintendent	Date Project	05/01/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	James Hach				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Wilton Farmer Elecator			701-734-6780	
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

### Schedule B—Previous Experience with Similar Projects

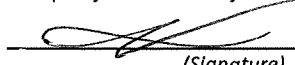

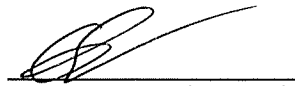
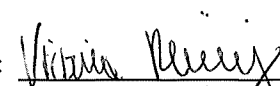
Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name		Safety Manager	
		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			

## Schedule C—Key Individuals

<b>Project Manager</b>			
Name of individual		James Hach	
Years of experience as project manager		8	
Years of experience with this organization		6	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All of Rafter Electric Projects		100	NA
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Scheimeister	Name	Gary Hanson
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email	david.schiermeister@mduresources.com	Email	gary.hanson@sanfordhealth.org
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual		Scott Spangler	
Years of experience as project superintendent		20	
Years of experience with this organization		4	
Number of similar projects as project superintendent		12	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
BSD Community Center		80	06/20/2025
Ashley School		20	04/01/2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jeremy Winters	Name	Nick Furner
Title/Position		Title/Position	
Organization	Consolidated Construction	Organization	Consolidated Construction
Telephone	920-851-7051	Telephone	
Email		Email	
Project		Project	nfurnner@1call2build.com
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual		James Hach	
Years of experience as project manager		6	
Years of experience with this organization		6	
Number of similar projects as project manager		2	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All of Rafter Electric Projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

## BID BOND (DAMAGES FORM)

<b>Bidder</b> Name: Central Mechanical, Inc. Address (principal place of business): 4001 33rd Ave NW Mandan ND 58554	<b>Surety</b> Name: Western Surety Company: South Dakota Corporation Address (principal place of business): 151 N Franklin St 17th Floor Chicago IL 60606
<b>Owner</b> Name: <b>City of Mandan</b> Address (principal place of business): <b>205 2<sup>nd</sup> Avenue NW</b> <b>Mandan, ND 58554</b>	<b>Bid</b> Project (name and location): <b>Mandan WTP Phase III Optimization</b> <b>Mandan, ND</b>  Bid Due Date: March 27, 2025
<b>Bond</b> Bond Amount: Five Percent of Bid Amount (5% of Bid) Date of Bond: March 25, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Central Mechanical, Inc. <i>(Full formal name of Bidder)</i>	<b>Surety</b> Western Surety Company: South Dakota Corporation <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Jeff Glasser</u> <i>(Printed or typed)</i>	Name: <u>Justin P Thomas</u> <i>(Printed or typed)</i>
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Eric Schmidt</u> <i>(Printed or typed)</i>	Name: <u>Victoria Reiswig</u> <i>(Printed or typed)</i>
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**INDIVIDUAL**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the individual in and who executed the foregoing instrument and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ executed the same in his individual capacity.

\_\_\_\_\_  
Notary Public

**COPARTNERSHIP**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be one of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

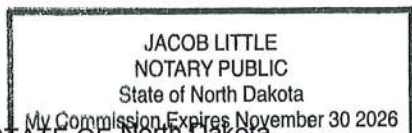
\_\_\_\_\_  
Notary Public

**CORPORATE**

STATE OF North Dakota }  
COUNTY OF Morton } ss

On this 26<sup>th</sup> day of March, 2025, before me personally appeared Jeff Glasser to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Vice President of Central Mechanical, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

  
\_\_\_\_\_  
Notary Public

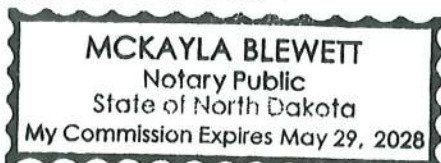


STATE OF North Dakota }  
COUNTY OF Burleigh } ss

**SURETY**

I, McKayla Blewett Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Justin P Thomas, Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 25th day of March, A.D. 2025.



  
\_\_\_\_\_  
Notary Public

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Justin P Thomas, Michael J Thomas, Pat A Thomas, Angela Zander, Joanna Duffey, McKenzie Thomas, Jenna Halverson, McKayla Blewett, Individually**

of Bismarck, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of November, 2023.



WESTERN SURETY COMPANY

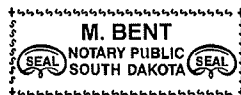
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 3459

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **CENTRAL MECHANICAL, INC.** whose address is in MANDAN, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**CENTRAL MECHANICAL, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2025

A handwritten signature in cursive script, reading "Michael Howe".

Michael Howe  
Secretary of State

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*City of Mandan*

*Attn: Jarek Wigness, City Engineer*

*205 2<sup>nd</sup> Avenue NW*

*Mandan, ND 58554.*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. In one opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Completed Bid Form
  - 2. Completed Qualification Statement
- B. In second opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Required Bid security;
  - 2. North Dakota Contractor's license or Certificate of Renewal.
  - 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

## ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Contract No. 1 – General Construction

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
  - 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$561,707.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
- d. Cash Allowances: A contractor cash allowance of \$140,000 has been provided in the Base Bid, per Section 01 21 13, for:
  - 1) \$40,000 for Railroad Improvements, and;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, and P305.

Lump Sum Bid Price for Base Bid	\$ <del>NA</del>
Alternate 1 [Add] [Deduct]	\$ <del>NA</del>

2. Contract No. 2 – Mechanical

- a. The Mechanical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.



- b. The Mechanical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.

Lump Sum Bid Price for Base Bid	\$ 369,900 <sup>00</sup>
Alternate 1	Not Applicable

3. Contract No. 3 – Electrical, Instrumentation, and Controls

- a. The Electrical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The Electrical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Cash Allowances: A contractor cash allowance of \$100,000 has been provided in the Base Bid per Section 01 21 13 for SCADA Improvements.
- d. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets E602, E617, E803, IC108, IC109, IC 110, and IC111.

Lump Sum Bid Price for Base Bid	\$ N/A
Alternate 1 [Add] [Deduct]	\$ N/A

4. Contract No. 4 – Combined Contract: General; Mechanical; and Electrical, Instrumentation, and Controls Construction.

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
- 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$561,707.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price

EJCDC® C-410, Bid Form for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 7

quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.

- d. Cash Allowances: A contractor cash allowance of \$240,000 has been provided in the Base Bid per Section 01 21 13 for the following:
  - 1) \$40,000 for Railroad Improvements;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation, and;
  - 3) \$100,000 for SCADA Improvements.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, P305, E602, E617, E803, IC108, IC109, IC 110, and IC111.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2-21-25
2	3-10-25
3	3-20-25
4	3-24-25



## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder's Representations*

#### A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## 6.02 *Bidder's Certifications*

### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Central Mechanical, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jeff Glasser

(typed or printed)

Title:

Vice-President

(typed or printed)

Date:

3-27-25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Eric Schmitt

(typed or printed)

Title:

Manager

(typed or printed)

Date:

3-26-2025

(typed or printed)

Address for giving notices:

4201 33rd Avenue NW

Mandan, ND 58554

Bidder's Contact:

Name:

Jeff Glasser

(typed or printed)

Title:

Vice-President

(typed or printed)

Phone:

701-663-8552

Email:

jeffg@centralmechanical.biz

Address:

4201 33rd Avenue NW

Mandan, ND 58554

Bidder's Contractor License No.: (if applicable)

3459

Class A







# CENTRAL MECHANICAL INC.

4001 33RD AVE. NW • P.O. BOX 682 • MANDAN, ND 58554 • PHONE: (701) 663-8552

To Whom It May Concern:

Central Mechanical, Inc. held its annual Board of Directors meeting on January 6, 2025. The following officers were authorized to sign contracts, bids, bid bonds and related documents on the behalf of Central Mechanical, Inc.

Joe Winbauer, President

Jeff Glasser, Vice-President

Eric Schmidt, Manager

Jake Little, Manager

Respectfully,

Jeff Glasser

Vice-President



# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*City of Mandan*  
*Attn: Jarek Wigness, City Engineer*  
*205 2<sup>nd</sup> Avenue NW*  
*Mandan, ND 58554.*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. In one opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Completed Bid Form
  - 2. Completed Qualification Statement
- B. In second opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Required Bid security;
  - 2. North Dakota Contractor's license or Certificate of Renewal.
  - 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

## ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

- b. The Mechanical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.

Lump Sum Bid Price for Base Bid	\$ 369,900 <sup>00</sup>
Alternate 1	Not Applicable

3. Contract No. 3 – Electrical, Instrumentation, and Controls

- a. The Electrical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The Electrical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Cash Allowances: A contractor cash allowance of \$100,000 has been provided in the Base Bid per Section 01 21 13 for SCADA Improvements.
- d. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets E602, E617, E803, IC108, IC109, IC 110, and IC111.

Lump Sum Bid Price for Base Bid	\$ N/A
Alternate 1 [Add] [Deduct]	\$ N/A

4. Contract No. 4 – Combined Contract: General; Mechanical; and Electrical, Instrumentation, and Controls Construction.

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
- 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$561,707.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price

EJCDC® C-410, Bid Form for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 7

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Central Mechanical, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jeff Glasser

(typed or printed)

Title:

Vice Pres.

(typed or printed)


Date:

3-27-25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Eric Schmitt

(typed or printed)

Title:

Manager

(typed or printed)

Date:

3-26-2025

(typed or printed)

Address for giving notices:

4024 33rd Avenue NW  
Mandan, ND 58554

Bidder's Contact:

Name:

Jeff Glasser

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

701-663-8552

Email:

jeffg@centralmechanical.biz

Address:

4024 33rd Avenue NW  
Mandan, ND 58554

Bidder's Contractor License No.: (if applicable)

3459 Class A



# CENTRAL MECHANICAL INC.

4001 33RD AVE. NW • P.O. BOX 682 • MANDAN, ND 58554 • PHONE: (701) 663-8552

To Whom It May Concern:

Central Mechanical, Inc. held its annual Board of Directors meeting on January 6, 2025. The following officers were authorized to sign contracts, bids, bid bonds and related documents on the behalf of Central Mechanical, Inc.

Joe Winbauer, President

Jeff Glasser, Vice-President

Eric Schmidt, Manager

Jake Little, Manager

Respectfully,

Jeff Glasser

Vice-President



## ARTICLE 1—GENERAL INFORMATION

### 1.01 Provide contact information for the Business:

Legal Name of Business:	Central Mechanical, Inc.		
Corporate Office			
Name:	Jeff Glasser	Phone number:	701-663-8552
Title:	VP	Email address:	jeffg@centralmechanical.biz
Business address of corporate office:	4001 33rd Ave NW Mandan, ND 58554		
Local Office Same as Above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

### 1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1984	State in which Business was formed:	ND
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

### 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Jeff Glasco	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	Joe Winbauer	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	Eric Schmidt	Title:	Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	Take Little	Title:	Manager

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Class A Contractors License		
Licensing Agency:	ND Sec of State		
License No:	3459	Expiration Date:	3/1/26
Name of License:	ND Plumbing Board		
Licensing Agency:	Master Lic		
License No:	8308	Expiration Date:	12/31/25

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

## ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Eric Schmidt	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Osha 10	3CO Training	2026

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024			2023			2022		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Central Mechanical	1.135	8.13	123K	.796	3.57	112K	.81	3.8	105K

## ARTICLE 5—FINANCIAL – NOT USED

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Cornerstone Bank	
Business address:	1806 N 12th Street Bismarck, ND 58501	
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Western Surety Company		
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	232 West Century Ave Bismarck, ND 58503		
Physical Address (principal place of business):	See Above		
Phone (main):	701-255-4502	Phone (claims):	

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Acuity	All		
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	232 West Century Ave Bismarck ND 58503		
Physical Address (principal place of business):	See Above		
Phone (main):	701-255-4502	Phone (claims):	

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	50
Estimate of revenue for the current year:	Avail upon request
Estimate of revenue for the previous year:	Avail upon request

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 40			
As a general contractor:	40	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS


9.01 Provide the following information with the Statement of Qualifications:

- If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- Diverse Business Certifications if required by Paragraph 3.01.
- Certification of Business's safety performance if required by Paragraph 4.02.
- Attachments providing additional information as required by Paragraph 8.02.

- E. Schedule A (Current Projects) as required by Paragraph 8.03.
- F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Central Mechanical, Inc  
(typed or printed name of organization)


By:   
(individual's signature)

Name: Jake Little  
(typed or printed)

Title: Manager  
(typed or printed)

Date: 3/2  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:   
(individual's signature)

Name: Jeff Glasser  
(typed or printed)

Title: Vice President  
(typed or printed)

Address for giving notices:  
4001 33rd Ave NW  
Mandan NO 58554

Designated Representative:  
Name: Jeff Glasser  
(typed or printed)

Title: Vice President  
(typed or printed)

Address: 4001 33rd Ave NW  
Mandan, NO 58554

Phone: 701-667-8552

Email: jeffg@centralmechanical.biz

**Schedule A—Current Projects**

*See attached*

Name of Organization		Project Name			
Project Owner					
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					



**Schedule B—Previous Experience with Similar Projects**

*See attached*

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

**Schedule B—Previous Experience with Similar Projects**

*See attached*

Name of Organization		Project Name			
Project Owner					
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner	Project Name				
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					

March 26<sup>th</sup> , 2024

RE: Pre-Qualification Letter

To Whom It May Concern:

As per your request we are providing the following information for your review.

**CORPORATE OF BUSINESS STRUCTURE:**

Central Mechanical, Inc. is a North Dakota Corporation established in September of 1984. The principals of the corporation are:

Title	Name	Years of Experience
President	Joseph Winbauer	40 years pipe fitter/plumber Master Plumber
Vice-President	Jeff Glasser	30 years sheet metal worker Project Manager

Our firm will be performing all mechanical work in house with the exception of the following items: Temperature Control Systems, Pipe and Duct Insulating, Testing and Balancing

**RELEVANT WATER TREATMENT PLANT WORK EXPERIENCE**

Project Name:	Dickinson Water Treatment Plant
Project Description:	New construction of water treatment plant including installation of air handlers, piping and plumbing.
Project Location:	Dickinson North Dakota
Date of contract:	2017 – 2019
Contract Amount:	\$619,900
Project Reference Name:	Tyson Decker
Reference Telephone number:	701-221-8345

Project Name:	Mandan Raw Water Plant
Project Location:	Bismarck North Dakota
Date of contract:	Completed in 2024
Contract Amount:	\$632,000
Project Reference Name:	Laith Hintz
Reference Telephone number:	701-221-0530

Project Name: Bismarck Wastewater Flow Equalization  
Project Description: Plumbing and mechanical upgrades to existing wastewater plant buildings  
Project Location: Bismarck ND  
Date of contract: Current  
Contract Amount: \$1,600,000  
Project Reference Name: PKG Collaborative Russ Sorenson  
Reference Telephone number: 701-527-2451

#### OTHER RELEVANT WORK EXPERIENCE

Project Name: Mandan High School  
Owner Information: Mandan Public Schools  
Ryan Lagasse  
701-751-6500  
Architect Information: Icon Architects  
701-751-0430  
Contract Amount: \$15,000,000  
Completion Percentage: 95% complete  
Type of work: Installation of air handlers, chiller, heat recovery units, boilers, VAV boxes, chilled beams, displacement units, cabinet unit heaters, duct and piping system, hot water, and domestic water and waste systems.

Project Name: National Guard Readiness Center  
Owner Information: NDNG  
Richard Wohl  
701-333-2076  
Architect Information: Bartlett & West  
701-221-8400  
Contract Amount: \$4,000,000  
Completion Percentage: 95%  
Type of work: Installation of air handlers, chiller, heat recovery units, boilers, VAV boxes, chilled beams, displacement units, cabinet unit heaters, duct and piping system, hot water, and domestic water and waste systems.

Project Name: ND State Health Lab  
Owner Information: State of North Dakota  
Kebin Zachman (Architect)

Construction Manager: Kraus Anderson  
Tucker Norton  
701-391-6369  
Contract Amount: \$22,000,000  
Completion Percentage: 20%  
Type of Work: Installation of air handlers, boilers, VAV boxes, chillers, fan coils, unit ventilators, duct and piping system, hot and chilled water loops and domestic water and waste systems, specialty gas systems.

Central Mechanical, Inc. has averaged approximately \$15,000,000.00 in completed work annually for the past five years.

ADDITIONAL REFERENCES:

Kramer Agency representing Western Surety  
Contact: Pat Thomas 1-701-255-4502  
Bonding Agency and Insurance representative

Prairie Engineering  
Contact: Blake Wagner 1-701-258-3493  
Mechanical Engineer

Al Fitterer Architects  
Contact: Al Fitterer 1-701-663-7543  
Architect

If you have any questions or concerns please call.


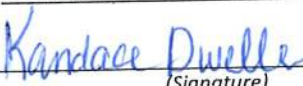
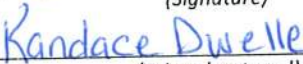
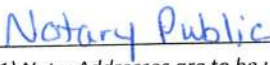
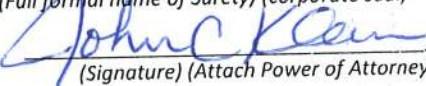
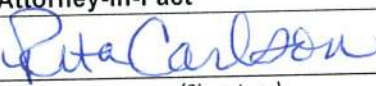
Respectfully,  
Jeff Glasser  
Vice-President

# Schedule C—Key Individuals

Project Manager			
Name of individual		Jeff Glasser	
Years of experience as project manager		30	
Years of experience with this organization		25	
Number of similar projects as project manager		10+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
TBD		TBD	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Blake Wagner	Name	John Richter
Title/Position	Engineer	Title/Position	Owner
Organization	Prairie Engineering	Organization	Light of Christ
Telephone	701-258-3493	Telephone	761-330-8254
Email		Email	
Project	Menden High School	Project	ST Marys High School
Candidate's role on project	Engineer	Candidate's role on project	Owner
Project Superintendent			
Name of individual		Lance Voth	
Years of experience as project superintendent		20	
Years of experience with this organization		20	
Number of similar projects as project superintendent		10+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
TBD		TBD	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Same as above	Name	Same as above
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual		Eric Schmitt	
Years of experience as project manager		7	
Years of experience with this organization		7	
Number of similar projects as project manager		10+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
TBO		TBO	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Same as previous page	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual		Jake Little	
Years of experience as project superintendent		7	
Years of experience with this organization		7	
Number of similar projects as project superintendent		10+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
TBO		TBO	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Same as previous page	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>Swanberg Construction, Inc.</b> Address (principal place of business):  <b>250 Central Ave S</b> <b>Valley City, ND 58072</b>	<b>Surety</b> Name: <b>Fidelity and Deposit Company of Maryland</b> Address (principal place of business):  <b>1299 Zurich Way, 5th Floor</b> <b>Schaumburg, IL 60196-1056</b>
<b>Owner</b> Name: <b>City of Mandan</b> Address (principal place of business):  <b>205 Second Avenue NW</b> <b>Mandan, ND 58554</b>	<b>Bid</b> Project (name and location):  <b>Mandan WTP Phase III Optimization</b> <b>Mandan, ND</b>  Bid Due Date: <b>3/27/2025</b>
<b>Bond</b> Penal Sum: <b>Five Percent (5%) of the Amount Bid</b> Date of Bond: <b>2/28/2025</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <b>Swanberg Construction, Inc.</b> <small>(Full formal name of Bidder)</small> By: <u></u> <small>(Signature)</small> Name: <b>Mark Swanberg</b> <small>(Printed or typed)</small> Title: <b>President</b> Attest: <u></u> <small>(Signature)</small> Name: <u></u> <small>(Printed or typed)</small> Title: <u></u>	<b>Surety</b> <b>Fidelity and Deposit Company of Maryland</b> <small>(Full formal name of Surety) (corporate seal)</small> By: <u></u> <small>(Signature) (Attach Power of Attorney)</small> Name: <b>John C. Klein</b> <small>(Printed or typed)</small> Title: <b>Attorney-in-Fact</b> Attest: <u></u> <small>(Signature)</small> Name: <b>Rita Carlson</b> <small>(Printed or typed)</small> Title: <b>Surety Asst.</b>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

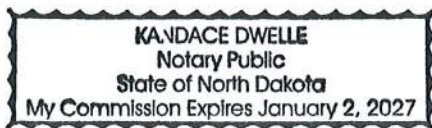
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the forgoing bond and he/she acknowledged the same to be his/her own free act and deed.

\_\_\_\_\_  
Notary Public

**CORPORATION / LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NORTH DAKOTA  
COUNTY OF Barnes

On this 3<sup>rd</sup> day of March, 2025, before me personally came Mark Swanberg to me known, who being by me duly sworn, did depose and say; that he/she is the President of Swanberg Construction, Inc., the corporation / limited liability company described in and which executed the above instrument; on behalf of the corporation / limited liability company, and that he/she signed his/her name thereto by like order.



Kandace Dwelle Notary Public

**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 28th day of February, 2025, before me appeared John C. Klein to me personally known, who, being duly sworn, did say that he/she is the Attorney-In-Fact of Fidelity and Deposit Company of Maryland of Schaumburg IL that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she did also acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Rita Carlson Notary Public

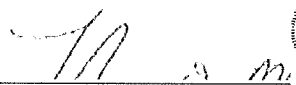
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

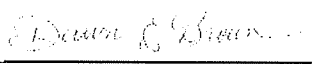
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John C. KLEIN, Jonathan LUCAS, Stephen M. KLEIN, Rita CARLSON, Karla DEUTSCH-HUNT, Stewart YOO, Kerri HATTON-RUDNIK, Chase STONEBACK, Lynn DVERGSTEN, Chris HOVDEN, Danielle HERNANDEZ, Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of December, A.D. 2024.

**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Thomas O. McClellan  
Vice President

  
By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 10th day of December, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON  
NOTARY PUBLIC  
BALTIMORE COUNTY MD  
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto, and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of February, 2025.



A handwritten signature in cursive script, reading 'Mary Jean Pethick', is written over a horizontal line.

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 24317

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SWANBERG CONSTRUCTION, INC.** whose address is in VALLEY CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2026, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**SWANBERG CONSTRUCTION, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 9, 2025

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe  
Secretary of State

MINUTES OF 2024 ANNUAL MEETING  
OF BOARD OF DIRECTORS OF  
SWANBERG CONSTRUCTION, INC.

The annual meeting of the Board of Directors of Swanberg Construction, Inc. was held at Rainbow Resort in Waubun, Minnesota on June 25, 2024, at 8:00 a.m. All directors were present in person or acquiesced to the conduct of the meeting by the signing of these minutes.

The meeting was called to order. The following directors were present:

Mark Swanberg  
Kent Swanberg


Mark A. Swanberg, President of the corporation, advised that it was necessary to elect officers for the ensuing year. Kent L. Swanberg moved that each of the present officers be re-elected to serve in the same capacity for the ensuing year. The motion was seconded by Mark A. Swanberg and was unanimously carried. The secretary of the corporation was directed to note in the minutes of this meeting that the officers for the year are to be as follows:

President	Mark A. Swanberg
Secretary-Treasurer	Kent. L. Swanberg

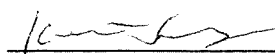
On motion duly made and seconded it was:

- Voted that the Directors ratify, confirm, and approve the acts of the officers during the past calendar year and up to the date of this meeting.
- Voted that the Directors ratify, confirm, and approve all dividends declared for the past calendar year.
- Confirmed that the president shall be the chief executive officer of the corporation; shall have the general charge and responsibility for the conduct of the corporation; shall direct and supervise all other officers of the corporation business; may enter into and execute contracts or other instruments in the normal course of business.

There being no further business, the meeting was adjourned.

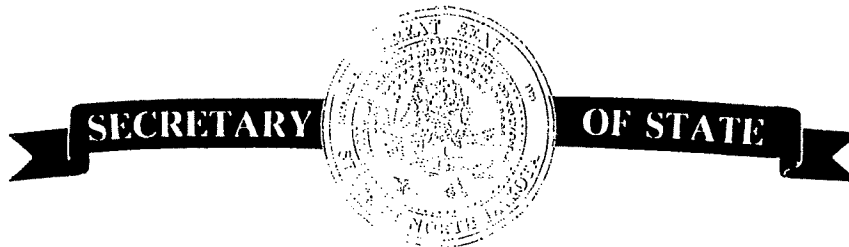
 6/25/24

Mark A. Swanberg Date

 6/25/24

Kent L. Swanberg Date

# State of North Dakota



## CERTIFICATE OF INCORPORATION

OF

SWANBERG CONSTRUCTION, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Articles of Incorporation for the incorporation of

SWANBERG CONSTRUCTION, INC.

duly signed and verified pursuant to the North Dakota statutes governing a North Dakota business corporation, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation to

SWANBERG CONSTRUCTION, INC.

Effective date of incorporation: November 6, 1996

Issued: November 6, 1996

RT # 45-4A-7379

Bus # 80 843 3927

Alvin A. Jaeger  
Secretary of State

## **BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

*City of Mandan*  
*Attn: Jarek Wigness, City Engineer*  
*205 2<sup>nd</sup> Avenue NW*  
*Mandan, ND 58554.*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. In one opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Completed Bid Form
  - 2. Completed Qualification Statement
- B. In second opaque and sealed envelope labeled as described in Article 14 of C-200:
  - 1. Required Bid security;
  - 2. North Dakota Contractor's license or Certificate of Renewal.
  - 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

### **ARTICLE 3—BASIS OF BID—LUMP SUM BID**

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):



1. Contract No. 1 – General Construction

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
  - 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$561,707.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
- d. Cash Allowances: A contractor cash allowance of \$140,000 has been provided in the Base Bid, per Section 01 21 13, for:
  - 1) \$40,000 for Railroad Improvements, and;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, and P305.

Lump Sum Bid Price for Base Bid	\$ 6,185,000
Alternate 1 <del>(Add)</del> <del>(Deduct)</del>	\$ 330,600

2. Contract No. 2 – Mechanical

- a. The Mechanical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.

- b. The Mechanical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.

Lump Sum Bid Price for Base Bid	\$
Alternate 1	Not Applicable

3. Contract No. 3 – Electrical, Instrumentation, and Controls

- a. The Electrical Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The Electrical Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Cash Allowances: A contractor cash allowance of \$100,000 has been provided in the Base Bid per Section 01 21 13 for SCADA Improvements.
- d. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets E602, E617, E803, IC108, IC109, IC 110, and IC111.

Lump Sum Bid Price for Base Bid	\$
Alternate 1 [Add] [Deduct] <b>NO BID</b>	\$

4. Contract No. 4 – Combined Contract: General; Mechanical; and Electrical, Instrumentation, and Controls Construction.

- a. The General Contractor shall complete this Form with the appropriate Sub-Contractor Work and prices for the descriptions indicated.
- b. The General Contractor shall include in the Total Lump Sum Base Bid and alternates, all costs for Work described by the Drawings and Specifications, limited in 01 11 00, including labor, taxes, mobilization, bonding, overhead, and profit.
- c. Pre-Negotiated Equipment:
- 1) The supplier's price for Lime Slaking Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 36 43 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price quote as indicated in Appendix A. The General Contractor is required to include the price of \$561,707.00 for equipment as detailed in the supplier's proposal in Appendix A in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.
  - 2) The supplier's price for Chlorine Gas Equipment along with controls has been pre-negotiated per Section 01 23 00. All equipment covered in Section 46 31 11 including submittals, supplier sponsored trips, installation support, startup, spare parts, and warranty have been included in the supplier's price

EJCDC® C-410, Bid Form for Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 3 of 7

quote as indicated in Appendix B. The General Contractor is required to include the price of \$53,918.76 for equipment as detailed in the supplier's proposal in Appendix B in the Total Lump Sum Base Bid for Contract 1. Price does not include sales tax, or labor to install.

- d. Cash Allowances: A contractor cash allowance of \$240,000 has been provided in the Base Bid per Section 01 21 13 for the following:
  - 1) \$40,000 for Railroad Improvements;
  - 2) \$100,000 for Lime Silo Bucket Elevator rehabilitation, and;
  - 3) \$100,000 for SCADA Improvements.
- e. Alternate 1 as outlined in Section 01 23 00 and including, but not limited to, Drawing Sheets 2/C105, 2/S104, S105, P117, P305, E602, E617, E803, IC108, IC109, IC 110, and IC111.

#### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ONE	2-21-25
TWO	3-10-25
THREE	3-20-25
FOUR	3-24-25

## ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## 6.02 *Bidder's Certifications*

### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

SWANBERG CONSTRUCTION, INC.

(typed or printed name of organization)

By: MARK SWANBERG MS

(individual's signature)

Name: MARK SWANBERG

(typed or printed)

Title: PRESIDENT

(typed or printed)

Date: 3/27/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: KENT SWANBERG

(individual's signature)

Name: KENT SWANBERG

(typed or printed)

Title: CORPORATE SECRETARY

(typed or printed)

Date: 3-27-2025

(typed or printed)

Address for giving notices:

SWANBERG CONSTRUCTION, INC  
P.O. BOX 728  
VALLEY CITY, N. DAK. 58072

Bidder's Contact:

Name: MARK SWANBERG

(typed or printed)

Title: Principal

(typed or printed)

Phone: (701) 845-6946

Email: mark@swanbergconstruction.com

Address:

850 Central Ave S  
P.O. Box 728  
Valley City, ND 58072

Bidder's Contractor License No.: (if applicable) 24317 Class A



## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Sutton Construction, Inc.	
Corporate Office <b>Valley City, ND</b>			
Name:		Phone number:	201 845-6946
Title:		Email address:	
Business address of corporate office:		250 Central Ave. S Valley City, ND	
Local Office			
Name:	N/A	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	11/1/2016	State in which Business was formed:	ND
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	MARK SWANBERG	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:	RAT SWANBERG	Title:	Secretary
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Construction License		
Licensing Agency:	State of ND		
License No:	22317	Expiration Date:	3/1/2020
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input checked="" type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input checked="" type="checkbox"/> Other		
<input type="checkbox"/> None		



#### ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Ken Sweeney	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2020								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.71								


#### ARTICLE 5—FINANCIAL – NOT USED

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:	NA		
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

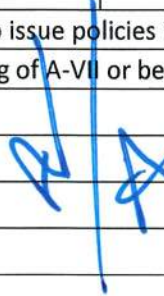
## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	25
Estimate of revenue for the current year:	30 million
Estimate of revenue for the previous year:	30 million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:	X	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Attachments providing additional information as required by Paragraph 8.02.

- E. Schedule A (Current Projects) as required by Paragraph 8.03.
- F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- H. Additional items as pertinent.



This Statement of Qualifications is offered by:

Business: Swanson Construction, Inc.  
(typed or printed name of organization)

By: [Signature]  
(individual's signature)

Name: Mark Swanson  
(typed or printed)

Title: President  
(typed or printed)

Date: 3/27/2025  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Kandace Dwelle  
(individual's signature)

Name: Kandace Dwelle  
(typed or printed)

Title: Notary Public  
(typed or printed)

Address for giving notices:

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

### Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

**Schedule B—Previous Experience with Similar Projects**

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email



## Schedule C—Key Individuals

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Schedule A  
Current Projects Under  
Construction

Name, Location, and Description of Project	Owner	Engineer/Architect	Percent		Contract Price	Reference Contact/Number
			Completed			
Mandan RWI Phase 1B Mandan, ND	City of Mandan 205 Second Ave NW Mandan, ND 58554	AE2S 1815 Schafer St., Ste. 301 Bismarck, ND 58501	99%		\$11,143,000.00	Laith Hintz, AE2S 701-221-0530
State Penitentiary Lift Station Bismarck, ND	ND Dept of Corrections 3100 Railroad Ave Bismarck, ND 58502	Apex Engineering Group 600 South 2nd St, Suite 145 Bismarck, ND 58504	90%		\$3,223,000.00	Blake Sander, Apex 701-390-7684
2022 New WTP Improvements Britton, SD	B. D. M. Rural Water System 707 7th Street Britton, SD 57430	AE2S 1815 Schafer St., Ste. 301 Bismarck, ND 58501	67%		\$12,554,500.00	Laith Hintz, AE2S 701-221-0530
Maddock WTP Maddock, ND	Central Plains Water Dist. 102 Main Ave S Fessenden, ND 58438	Apex Engineering Group 600 South 2nd St, Suite 145 Bismarck, ND 58504	40%		\$15,926,000.00	Susan Hazlett, Apex 701-323-3950
AKRA Wellfield and WTP Improvements Cavalier, ND	Northeast Regional Water Dist. 13532 Hwy 5 Cavalier, ND 58220	AE2S 4050 Garden View Dr., Ste 200 Grand Forks, ND 58201	45%		\$7,777,000.00	Jordan Grasser, AE2S 701-746-8087
MSRWD Phase 3 WTP Improvements Turtle Lake, ND	McLean-Sheridan Rural Water Dist. 987 17th Ave. NW Turtle Lake, ND 58575	AE2S 1815 Schafer St., Ste. 301 Bismarck, ND 58501	25%		\$4,172,000.00	Laith Hintz, AE2S 701-221-0530

Schedule B  
Major Projects Completed in Past  
5 Years

Name, Location, and Description of Project	Owner	Engineer	Date Complete	Contract Price	Reference Contact/Number
Mandan Interim Optimization Mandan, ND	City of Mandan 205 Second Ave NW Mandan, ND 58554	AE2S 1815 Schafer St., Ste 301 Bismarck, ND 58501	2016	\$2,399,000.00	Laith Hintz, AE2S 701-221-0530
West Center Service Area	ND State Water Commission 900 E Boulevard Ave Bismarck, ND 58505	Bartlett & West 3456 Century Ave Bismarck, ND 58503	2016	\$ 8,412,723.00	Bob Keller, Bartlett & West 701-258-1110
Gwinner Water System Improvements	City of Gwinner 5 East 4th St Grafton, ND 58238	Interstate Engineering PO Box 667 Wahpeton, ND 58075	2016	\$ 2,208,362.00	Jordan Grasser, AE2S 701-845-9441
Valley City Flood Project Phase I	City of Valley City 254 2nd Ave NE Valley City, ND 58072	KLJ 1010 4th Ave SW Valley City, ND 58072	2016	\$ 11,817,133.82	Erik Gilbertson, KLJ 701-845-9439
Grafton Water Treatment Plant	City of Grafton 5 East 4th St Grafton, ND 58237	AE2S 4050 Garden View Dr., Ste 200 Grand Forks, ND 58201	2016	\$ 5,044,898.40	Jordan Grasser, AE2S 701-746-8087
North Logan/Kidder County Rural Distribution System Contract 2015-1	South Central Regional Water 10700 Hwy 1804 North Bismarck, ND 58503	Bartlett & West 3456 Century Ave Bismarck, ND 58503	2017	\$8,945,685.00	Bob Keller, Bartlett & West 701-258-1110
Northwest Regional Water District NRWD Devils Lake Water Supply -Pumping Facilities	Northwest Regional Water Dist 13532 Hwy 5 West Cavalier, ND 58220	AE2S 4050 Garden View Dr., Ste 200 Grand Forks, ND 58201	2017	\$2,956,000.00	Geoff Slick, AE2S 701-746-8087
Northwest Regional Water District NRWD Devils Lake Water Supply -Water Supply Project	Northwest Regional Water Dist 13532 Hwy 5 West Cavalier, ND 58220	AE2S 4050 Garden View Dr., Ste 200 Grand Forks, ND 58201	2017	\$10,981,895.00	Geoff Slick, AE2S 701-746-8087
Lakota WTP Improvements Lakota, ND	City of Lakota PO Box 505 Lakota, ND 58344	AE2S 4050 Garden View Dr., Ste 200 Grand Forks, ND 58201	2017	\$493,000.00	Perry Johnson, AE2S 701-746-8087
Mandan Sunset Booster Station Mandan, ND	City of Mandan 205 Second Ave NW Mandan, ND 58554	AE2S 1815 Schafer St., Ste 301 Bismarck, ND 58501	2017	\$384,800.00	Laith Hintz, AE2S 701-221-0530
Automatic Rake Bar Screen Improvements Jamestown, ND	City of Jamestown 102 3rd Ave SE Jamestown, ND 58401	Interstate Engineering 1903 12th Ave SW Jamestown, ND 58402	2018	\$482,000.00	Todd Langbehn, Interstate Engineering 701-252-0234
Snake Creek Pumping Plant McLean County, ND	Bureau of Reclamation PO Box 1017 Bismarck, ND 58502	Bureau of Reclamation PO Box 1017 Bismarck, ND 58502	2018	\$729,500.00	Scott Jacobson, Bureau of Reclamation 701-221-1215
Sheyenne Care Center Valley City, ND	Sheyenne Care Center 979 Central Ave N Valley City, ND 58072	EAPC 112 Roberts St N #300 Fargo, ND 58102	2018	\$4,275,000.00	Tom Alderson, EAPC 701-461-7465
Sheyenne River Pump Station Fargo, ND	City of Fargo 200 3rd St N Fargo, ND 58102	AE2S 4170 28th Ave S Fargo, ND 58104	2018	\$1,207,000.00	Richard Wagner, AE2S 218-299-5610
Wahpeton WTP Improvements, Phase I Wahpeton, ND	City of Wahpeton 1900 4th St N Wahpeton, ND 58075	Stantec 2335 Hwy 36 W St. Paul, MN 55113	2018	\$856,000.00	Ryan Capella, Stantec 651-604-4857

WWTF Biosolids Dewatering Improvements Watertown, ND	City of Watertown 23 Second Street NE Watertown, SD 57201	HR Green, Inc. 431 N. Philips Ave., Ste 400 Sioux Falls, SD 57104	2018	\$1,073,000.00	Matt, Paul, HR Green 605-334-4499
2018 Water Storage and Sewer Flasher, ND	City of Flasher 106 North Main Street Flasher, ND 58535	Uiteig Engineers, Inc. 1412 Basin Avenue Bismarck, ND 58504	2018	\$295,728.75	AJ Tuck, Uiteig 701-355-2391
Sanitary Sewer Improvement District 62 Valley City, ND	City of Valley City PO Box 390 Valley City, ND 58072	KLJ 1010 4th Ave SW Valley City, ND 58072	2018	\$234,938.00	Michael Strom, KLJ 701-845-9439
Mitchell Avenue Water Main Steele, ND	City of Steele PO Box 346 Steele, ND 58482	Wold Engineering, P.C. 915 East 11th Street Bottineau, ND 58318	2018	\$537,575.30	Matt Johnson, Wold Engineering 701-228-2292
Twin Buttes WTP Twin Buttes, ND	Three Affiliated Tribes 308 4 Bears Complex New Town, ND 58763	Bartlett & West Engineers 3456 E Century Ave. Bismarck, ND 58502	2019	\$8,756,120.00	Philip Markwed, Bartlett & West 701-258-1110
Wastewater Treatment Facility Fargo, ND	City of Fargo 200 3rd St N Fargo, ND 58102	Apex Engineering Group 4733 Amber Valley Parkway South Fargo, ND 58104	2019	\$843,000.00	Karla Olson, Apex Engineering 701-373-7980
Jamesstown Rural Fire Station Addition & Renovation Jamesstown, ND	Jamesstown Rural Fire Dist. 205 Third Ave NW Jamesstown, ND 58402	EAPC 112 North Roberts Street, Ste. 300 Fargo, ND 58102	2019	\$2,009,700.00	Mark Tangquist, EAPC 701-461-7450
Grant Roberts WTP Expansion Millbank, SD	Grant Roberts Rural Water System 1205 S Dakota Street Millbank, SD 57252	Houston Engineering 3900 W Technology Cir #6 Sioux Falls, SD 57106	2019	\$224,850.00	Dave Burwitz, Houston Eng. 605-271-0378
Stanley Pump Station Stanley, ND	Western Area Water Supply Auth. 1117 East Broadway Williston, ND 58802	AE2S 1102 Main Street Williston, ND 58801	2019	\$137,000.00	Weston McGruder, AE2S 701-774-3080
Oakes Airport Terminal Oakes, ND	Oakes Municipal Airport Authority 124 South 5th Street Oakes, ND 58474	Interstate Engineering 1903 12th Ave SW Jamesstown, ND 58402	2019	\$564,029.40	Steve Aldinger, Interstate Eng. 701-252-0234
Red Iron-Peever Flats Pump Station South Dakota	Sisseton-Wahpeton Oyate Tribe PO Box 747 Agency Village, SD 57262	Indian Health Services 1001 Lake Traverse Drive Sisseton, SD 57262	2019	\$849,946.87	Ross Hanson, IHS 605-742-3749
Valley City Streetscape Project Valley City, ND	City of Valley City 254 2nd Ave NE Valley City, ND 58072	KLJ 1010 4th Ave SW Valley City, ND 58072	2019	\$245,000.00	Michael Strom, KLJ 701-845-9439
Voltaire WTP Voltaire, ND	North Prairie Rural Water Dist. 3811 E Burdick Expy Minot, ND 58701	Interstate Engineering 1903 12th Ave SW Jamesstown, ND 58402	2020	\$2,667,943.00	Wade Senger, Interstate Eng. 701-252-0234
Reservoir 4 On Ground Water Storage Tank Minot, ND	North Prairie Rural Water Dist. 3811 E Burdick Expy Minot, ND 58702	Interstate Engineering 1903 12th Ave SW Jamesstown, ND 58403	2020	\$850,130.00	Wade Senger, Interstate Eng. 701-252-0235
Hanna Field Athletic Complex- Phase 2 Valley City, ND	Valley City Public Schools 460 Central Ave North Valley City, ND 58072	JLG Architects 218 Broadway Fargo, ND 58106	2020	\$569,170.00	Michael Vetter, JLG Architects 701-365-8617
Sewer and Water Replacement Dist #2019 Medina, ND	City of Medina 104 2nd Ave SW Medina, ND 58467	Moore Engineering 2911 North 14th Street, Suite 301 Bismarck, ND 58503	2020	\$3,519,857.50	Melissa Rotzien, Moore Eng. 701-751-8360

Glendive WTP Glendive, MT	City of Glendive 300 S Merrill Ave. Glendive, MT 59330	Great West Engineering 2501 Belt View Dr. Helena, MT 59601	2021	\$13,697,750.00	Amy Deitchler, Great West Eng. 406-495-6160
Moorhead Lime Sludge Dewatering Facility Moorhead, MN	Moorhead Public Service 500 Center Ave. Moorhead, MN 56561	SEH, Inc. 3535 Vadnais Center Drive St. Paul, MN 55110	2021	\$6,394,228.00	Miles Jensen, SHE, Inc. 651-290-2020
Bismarck WWTF Improvements Phase 4 Bismarck, ND	City of Bismarck PO Box 5503 Bismarck, ND 58506	HDR Engineering, Inc. 3231 Greensboro Drive, Ste. 200 Bismarck, ND 58503	2022	\$5,382,000.00	DelRon Peters, HDR, Inc. 701-557-9701
Aberdeen WRF Biosolids Dewatering- 2021 Aberdeen, SD	City of Aberdeen 123 South Lincoln Street Aberdeen, SD 57401	Banner Associates 409 22nd Ave S Brookings, SD 57006	2022	\$1,854,000.00	Dennis Rebelcin, Banner Assoc. 605-692-6342
Barnes Rural Water Reservoir Storage Capacity Improvements Barnes County, ND	Barnes Rural Water District 421 W Main St Valley City, ND 58072	Interstate Engineering, Inc. 1903 12th Ave SW Jamestown, ND 58402	2023	\$2,793,000.00	Darrell Hounbuckle, Interstate Eng. 701-252-0234
Sabin Waster System Improvements Water Treatment Plant Improvements Dist. No. 2022-1	City of Sabin 2 Main Street Sabin, MN 56580	Moore Engineering 925 10th Ave E West Fargo, ND 58078	2023	\$1,117,700.00	Tyrel Clark, Moore Engineering 701-282-4692
Coleharbor Water Improvements Dist. No. 2021-1 Pump House and Reservoir Improvements, Coleharbor, ND	City of Coleharbor PO Box 65 Coleharbor, ND 58531	Moore Engineering 4503 Coleman Street Bismarck, ND 58503	2023	\$601,400.00	Thomas Klabunde, Moore Engineering 701-282-4692
Water Main Replacement District 2021-1 Wing, ND	City of Wing 211 Main Street Wing, ND 58494	Moore Engineering 4503 Coleman Street Bismarck, ND 58503	2023	\$2,622,285.00	Joshua Feil, Moore Engineering 701-751-8360
Bismarck Filters 1-6 Face Piping Replacement and 12 MGD Accelerator Effluent Pipe Improvements, Bismarck, ND	City of Bismarck PO Box 5503 Bismarck, ND 58506	HDR Engineering, Inc. 101 S. Phillips Ave, Suite 401 Sioux Falls, SD 57104	2024	\$2,174,000.00	Kevin Newman, HDR, Inc. 605-977-7760
DRWD Reservoir C WTP Expansion Hannaford, ND	Dakota Rural Water District 204 4th St W Finley, ND 58230	AE2S 4050 Garden View Dr., Ste200 Grand Forks, ND 58201	2024	\$3,348,000.00	Geoff Slick, AE2S 701-746-8087
Building Improvements, Building 5800, CSMS Devils Lake, ND	Office of Adjutant General PO Box 5511 Bismarck, ND 58506	Shultz & Associates Architects 612 1/2 Main Avenue Fargo, ND 58102	2024	\$583,000.00	Jared M. Jensen, Shultz & Assoc. 701-476-0714
Logan & Swedlund Booster Station McHenry & Ward Counties, ND	North Prairie Rural Water Dist. 3811 E Burdick Expy Minot, ND 58702	Interstate Engineering 1903 12th Ave SW Jamestown, ND 58403	2024	\$1,656,165.00	Wade Senger, Interstate Eng. 701-252-0235
Parshall Booster Station Improvements Parshall, ND	North Prairie Rural Water Dist. 3811 E Burdick Expy Minot, ND 58702	Interstate Engineering 1903 12th Ave SW Jamestown, ND 58403	2024	\$663,000.00	Wade Senger, Interstate Eng. 701-252-0235



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 24, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of a raffle permit for the Central Dakota Forensic Nurse Examiners.

---

**STATEMENT/PURPOSE:**

Consider approval of a raffle permit for the Central Dakota Forensic Nurse Examiners.

**BACKGROUND/ALTERNATIVES:**

A one-time raffle for the Central Dakota Forensic Nurse Examiners to be held at Midway Lanes on April 5, 2025. See attached permit.

**ATTACHMENTS:**

1. Raffle Permit 2025-22

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend approving the raffle permit for the Central Dakota Forensic Nurse Examiners.

**SUGGESTED MOTION:**

I move to approve the raffle permit for the Central Dakota Forensic Nurse Examiners.







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

Permit Number  
**2025-22**

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games Authorized

☐ Raffle by a Political or Legislative District Party

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Central Dakota Forensic Nurse Examiners</b>		Dates Authorized (Read Instruction 2) <b>April 5th, 2025</b>	
Organization or Group Contact Person <b>Kristie Wolff</b>	E-mail <b>kristie.cdfne@midconetwork.com</b>	Telephone Number <b>701-751-4884</b>	
Mailing Address <b>2718 Gateway Ave Suite 304</b>	City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58503</b>

**SITE INFO**

Site Name <b>Midway Lanes</b>		County <b>Morton</b>	
Site Address <b>3327 Memorial Hwy</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>

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 50/50 ticket raffle in the lane area of Midway Lanes during bowling fundraiser on 4/5/25.**

**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 <b>Michael Breid</b>	Title of City or County Official <b>Sergeant</b>	Telephone Number <b>701-667-3250</b>	E-mail Address <b>mbreid@mandanpd.com</b>
Signature of City or County Official 		Date <b>03/24/2025</b>	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> 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](mailto: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



22

# 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 <b>Central Dakota Forensic Nurse Examiners</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>April 5</b>	
Organization or Group Contact Person <b>Kristie Wolff</b>	E-mail <b>Kristie.cdfne@midconetwork.com</b>	Telephone Number <b>701-751-4884</b>	
Business Address <b>2718 Gateway Ave Suite 304</b>	City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58503</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Midway Lane</b>	County <b>Morton</b>
Site Physical Address <b>3327 Memorial Hwy</b>	City <b>Grandan</b>
	State <b>ND</b>
	ZIP Code <b>58554</b>

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.)

**April 5 - 50/50 Raffle at our Bowling Fundraiser**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Raffle</b>	<b>half of the \$ amount of tickets purchased</b>	<b>varies based</b>
		<b>on participation</b>
	Total (limit \$40,000 per year)	\$

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Services for survivors of Domestic Violence, Sexual Violence, and Abuse</b>	
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Kristie Wolff</b>	Telephone Number <b>701-426-6998</b>	E-mail Address <b>Kristie.cdfne@midconetwork.com</b>
Signature of Organization Group's Permit Organizer <i>Kristie Wolff</i>	Title <b>Communications Coordinator</b>	Date <b>Mar 19, 2025</b>

**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:** April 1, 2025  
**PREPARATION DATE:** March 25, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the raffle permit for Mandan's Monday Night Cruise Night

---

**STATEMENT/PURPOSE:**

Consider approval of the raffle permit for Mandan's Monday Night Cruise Night

**BACKGROUND/ALTERNATIVES:**

A split-ticket raffle is to be held every 2nd Monday starting April 14th, 2025 and ending on October 13th, 2025 at Mandan Sporting Goods during Mandan's Monday Night Cruise Night.

**ATTACHMENTS:**

1. Raffle Permit 2025-23

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend approving the raffle permit for Mandan's Monday Night Cruise Night.

**SUGGESTED MOTION:**

I move to approve the raffle permit for Mandan's Monday Night Cruise Night.





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

Permit Number  
**2025-23**

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 <b>Mandan's Monday Night Cruise Night</b>		Dates Authorized (Read Instruction 2) <b>April 14, 2025 to October 13, 2025</b>	
Organization or Group Contact Person <b>Brandon Ralph Charvet</b>	E-mail <b>msg@midconetwork.com</b>	Telephone Number <b>701-751-1026</b>	
Mailing Address <b>206 4th Ave NW</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>

**SITE INFO**

Site Name <b>Mandan Sporting Goods</b>		County <b>Morton</b>	
Site Address <b>206 4th Ave NW</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>

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.)

**Split ticket raffle to be held every 2nd Monday starting on April 14th, 2025 and ending on October 13th, 2025 at Mandan Sporting Goods during Mandan's Monday Night Cruise Night. The exact days of each raffle are: 4/14/25, 5/12/25, 6/9/25, 7/14/25, 8/11/25, 9/8/25, and 10/13/25.**

**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 <b>Michael Breid</b>	Title of City or County Official <b>Sergeant</b>	Telephone Number <b>701-667-3250</b>	E-mail Address <b>Mbreid@mandanpd.com</b>
Signature of City or County Official 		Date <b>03/25/2025</b>	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> 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](mailto: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



☒ Local Permit      ☐ Restricted Event Permit\*

Games to be conducted	<input type="checkbox"/>	Raffle by a Political or Legislative District Party
-----------------------	--------------------------	---

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


**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED TO PURCHASE PERMITS.**

Name of Organization or Group <b>Mandan's Monday Night Cruise Night</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>April 14, May 13, June 9, July 14, August 11, September 8, October 13</b>	
Organization or Group Contact Person <b>Brandon Riph Charvat</b>		E-mail <b>msg e midconetwork@com</b>	Telephone Number <b>701-751-1026</b>
Business Address <b>206 4th Ave NW</b>		City <b>Mandan</b>	State <b>ND</b>
Mailing Address (if different)		City	State <b>ND</b>
			ZIP Code <b>58554</b>

Site Name <i>Mandan's Monday Night Cruise Night</i>		County <i>Morton</i>	
Site Physical Address <i>206 4th Ave NW</i>	City <i>Mandan</i>	State <i>ND</i>	ZIP Code <i>58554</i>
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.) <i>April 14, May 12, June 9, July 14, August 11, September 8, October 13</i> <i>2nd Monday of every month Raffle every Monday</i>			

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

Intended Uses of Gaming Proceeds	The Bee - Livers Charity
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <i>Brandon Ralph Charvat</i>	Telephone Number <i>701-751-1026</i>	E-mail Address <i>msg@midconetwork.com</i>
Signature of Organization Group's Permit Organizer 	Title <i>President</i>	Date <i>3-24-2025</i>

**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.

## MANDAN'S MONDAY NIGHT CRUISE NIGHT

**APRIL 14 RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**MAY 12<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**JUNE 9<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**JULY 14<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**AUGUST 11<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**SEPTEMBER 8<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER    MSRP \$269.00**

**OCTOBER 13<sup>TH</sup> RUGER WRANGLER 22LR REVOLVER MSRP \$269.00**

**Total MSRP \$1,883.00**



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 25, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the special event permit for the Silver Dollar 3rd of July Street Dance.

---

**STATEMENT/PURPOSE:**

Consider approval of the special event permit for the Silver Dollar 3rd of July Street Dance.

**BACKGROUND/ALTERNATIVES:**

Silver Dollar bar will hold a street dance on July 3rd, 2025 from 7:00PM to 12:30AM with the band Unleashed playing. All City of Mandan departments have reviewed and signed off on this event. See attached special event permit application.

**ATTACHMENTS:**

1. Special Event Permit-July 3, Street Dance - signed

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend approving the special event permit for the Silver Dollar 3rd of July Street Dance.

**SUGGESTED MOTION:**

I move to approve the special event permit for the Silver Dollar 3rd of July Street Dance.

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

70 2500  
check 1223  
3-17-25SM

# Special Events Permit Application

## City of Mandan, ND

Mandan Police Department (Special Events) • 205 1<sup>st</sup> Ave. NW • Mandan, ND 58554  
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: 3/16/25

**30 days prior** to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

**The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).**

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

**Comprehensive site plans must accompany this application.**

Street Dance: ☐ Beer Garden: ☐ Both: ☒ Parade or Other Public Event: ☐

### **Section 1 – Applicant Information**

Name of Event Manager: Jakob Parisien  
Driver's License Number: PAR-98-7483 State: North Dakota  
Date of Birth: 12-1-98 Phone Number: 701-204-2303 Email: silverdollarmandan@gmail.com  
Address: 1913 Lincoln Place City: Mandan State: ND Zip: 58554  
Have you ever been convicted of a crime? ☒ YES ☐ NO  
If yes please list charge(s) and year of conviction(s):  
DUI on 12-28-22

*(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)*

Name of Event Manager: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Have you ever been convicted of a crime? ☐ YES ☐ NO  
If yes please list charge and year of conviction:  
\_\_\_\_\_  
\_\_\_\_\_

*(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)*



Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

Business Address: 200 E. Main St City: Mandan State: ND Zip: 58554  
Corporation/Organization: East Main Investments dba Silver D State of Incorporation: ND  
Tax ID #: 92-3635583 501(c)3 #: \_\_\_\_\_ City Sales Tax ID #: \_\_\_\_\_  
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

**If yes, please provide the following:**

Last event/s Location: 3rd of July Street Dance Date: 7/3/24  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-mail Contact: \_\_\_\_\_

**Section 2 – Event Information**

Event Name: 3rd of July Street Dance Anticipated Daily Attendance: 300  
Event Date(s): July 3, 2025 Set-up Date: July 3, 2024 Hours: 8-Noon  
Hours of event each day: 7pm-12:30am  
(begin and end times)  
Take Down Date(s): July 4th Hours: By 9am  
E-Mail address for public information: silverdollarmandan@gmail.com  
WEB address for public information: n/a  
Location of Event/physical address: 200 E. Main St but on the 1st Ave street  
Sponsors of the Event: n/a  
Brief Description of Event:  
3rd of July Street Dance

Has this event been held in another location? ☐ YES ☒ NO

**If yes, please provide the following:**

Last event/s Location: \_\_\_\_\_  
Date: \_\_\_\_\_ Contact Name and Phone: \_\_\_\_\_

**Section 3 – Event Features**

Will there be an admission charge? ☐ Yes ☒ No

If yes, Printed ticket count: \_\_\_\_\_ Tickets for presale count: \_\_\_\_\_

Will there be entertainment? ☒ Yes ☐ No

If yes, please attach an itemized complete list of all entertainment.

*(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)*

Band - Unleashed

Will merchandise and/or food items be sold? ☐ Yes ☒ No

If yes, please attach a complete list of vendors.

*(Each vender must have all valid permits and license to sell their product)*

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

**What type of advertising/promotion will be done prior to the event?**

(Attach all promotional material.)

Radio: ☐ Yes ☒ No What Stations? \_\_\_\_\_

TV: ☐ Yes ☒ No What Stations? \_\_\_\_\_

Fliers/Posters: ☒ Yes ☐ No How many? 100

Press Releases: ☐ Yes ☒ No How many? \_\_\_\_\_

Newspaper Ads: ☐ Yes ☒ No What publication? \_\_\_\_\_

Is any other promoter/producer assisting you with your event? ☐ Yes ☒ No

Name of Promoter and Promotion Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: ☒ Yes ☐ No

Number of Tents: 2 for shade over ☼

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: ☐ Yes ☒ No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: \_\_\_\_\_

(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) \*A separate bond may be required for this event.

**Require permits from the City of Mandan**

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: ☒ Yes ☐ No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: Mandan Progress Organization

Contact phone: 701-751-2983

Restroom Accommodations: Yes (Spiffy Biff)

Number of required portable toilets: 4-6

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**Placement of sanitary toilet facilities must be on site plan.**



**Permit Application #:** 25-02 **Date Complete:** \_\_\_\_\_  
(For office use only)

Attach a copy of the letter from the Western Plains Public Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: Lana Schmidt  
Contact phone: 701-667-3370

**Electrical Services/Generators** ☐ Yes ☒ No  
*Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.*

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_  
**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Carnival/Amusement Rides:** ☐ Yes ☒ No  
A separate permit from the Fire Department may be required.

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_  
Bonded and Insured Amount: \_\_\_\_\_  
**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Signs / Banners** ☐ Yes ☒ No

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_  
**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Inflatables** ☐ Yes ☒ No

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_  
Bonded and Insured Amount: \_\_\_\_\_  
**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

### **Raffles**

Will this event have a raffle? ☐ Yes ☒ No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

#### **Section 4 – Transportation**

Does the event propose **using, closing or blocking** any of the following:

*If yes, specify location and duration on site map, **if on a DOT Highway or Roadway DOT authorization will be required.***

- City Streets ☒ Yes ☐ No (Number of locations: 1 attach list of locations.)
- City Sidewalks ☒ Yes ☐ No (Number of locations 1 attached list of locations)
- City Bus Stops ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)
- Public Parking Lots ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)
- Public Bicycle Parking ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)
- Multiuse Paths ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)
- City Alleys ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)
- City Right-of-Ways ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_  
(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

#### **Section 5 – Use of City Utilities**

Will any City electric hookups be used? ☐ Yes ☒ No

Electric Location including amperage \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

Will any City water hookups be used? ☐ Yes ☒ No

Water Location(s) \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

Will waste water/gray water be generated? ☐ Yes ☒ No

If so, how will it be disposed? \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

Permit Application #: 15-02 Date Complete: \_\_\_\_\_  
(For office use only)

**Section 6 – Alcohol**

Will there be alcohol at the event? ☒ Yes ☐ No

Will alcohol be given away? ☐ Yes ☒ No

Will the alcohol be sold? ☒ Yes ☐ No

Will the alcohol be donated? ☐ Yes ☒ No

Who is the alcohol being donated by or purchased through: Silver Dollar Bar

Is alcohol included in the admission price of the event? ☐ Yes ☐ No

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**If you answered *Yes to any of the above*, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)**

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☒ No

***If yes, please explain:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will attendees be identified as minors or age 21 and over?

Security and staff at entrance of bar and temporary fencing to ID individuals coming into

\_\_\_\_\_  
\_\_\_\_\_

Have the alcohol servers received training in sale/service of alcoholic beverages? ☒ Yes ☐ No

If yes, who provided the training: Jakob Parisien

Date and time of most recent training: daily

Request Mandan Police Server Training: ☐ Yes ☒ No

If yes provide a contact person and contact information::

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

### **Section 7 – Event Security**

Are you requesting off-duty Mandan Police officers? ☐ Yes ☒ No

Number of personnel requested: \_\_\_\_\_

*After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.*

*To schedule Off-Duty Police Officers, please call 701-667-3250.*

**Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.**

Are you requesting private security? ☒ Yes ☐ No

Number of security personnel onsite: Bis Man Security

**Include security points and duties on event plans**

***The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.***

Security Company and Contact Info: \_\_\_\_\_

**Attach a copy of Company's License**

### **Section 8 – Emergency Medical Services**

Are you requesting off-duty Mandan EMT's? ☐ Yes ☒ No

Number of personnel requested: \_\_\_\_\_

*After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.*

**EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35**

### **Section 9 – Event Maintenance and Cleanup Plan Required**

What is your trash removal and cleanup plan?

All trash and clenaup will be handled by staff and then removed by Armstrong Sanitation by the Mandan Girls Wrestling Club which the Silver Dollar makes a donation to.

\_\_\_\_\_  
(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: Eco Sanitation

Contact Name: \_\_\_\_\_ Phone: 663-8219

*All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.*

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

### **Section 10 – ADA Accessibility Requirements**

#### **Parking plan requirements**

Attach a copy of your parking plan and include in the plan the necessary handicap parking areas and any code required handicap accessibility requirements. Also include medical access points and safe medical response routes for the event.

### **Section 11– Insurance and Bond Requirements**

The City of Mandan has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Mandan, a certificate of insurance or a copy of the required bond that complies with the requirements referenced below must be attached.

**All special event applicants shall name the City of Mandan as an “Additional Insured”,** per item one below, on all policy(ies), except workers compensation and shall reflect this on a Certificate of Insurance. Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city’s self-insured retention.

Applicant shall obtain certificates of insurance from all vendors participating in this event unless covered under applicant’s insurance policy. Vendors must comply with all requirements listed in this section. Complete and accurate certificates must be received by the Special Events Office a minimum of five (5) working days prior to the event. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in this section and shall name the City of Mandan as “Additional Insured” as per item one below. Additional coverage may be required depending upon the nature and scope of the event. For more information or questions regarding insurance requirements, please contact our City Administrator’s Office at 701-667-3214. The City Administrator reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

#### **The certificate must show:**

1. The City of Mandan, its agents, officers, employees and volunteers are named as “Additional Insured.” All Certificate of Insurance policies must reflect this with the exception of workers compensation.
2. The City of Mandan shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required..
3. Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the City of Mandan.
4. General Liability Including: Bodily Injury Contractual Independent Contractors  
Comprehensive Form Product/Completed Operations Hazard  
Premises Operation Personal injury Broad Form Property Damage

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

In addition, specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. Certificates shall be received no less than thirty (30) working days prior to the event.

**City Services**

Police..... \$45 per hour, per officer, 4 hour minimum

Fire/EMS..... \$35 per hour, per staff 4 hour minimum

Barricades..... Amount charged by contracted barricade provider

Trash Container drop-off/pick-up..... \$ \_\_\_\_ prices vary

Custodial..... \$ \_\_\_\_ per hour, per staff person

**Miscellaneous fees**

Tent/Canopy Permit.....\$ \_\_\_\_ per tent or canopy (Check with the Fire Department to ascertain if a permit is necessary)

Fireworks Permit..... \$ \_\_\_\_ per location

The Park District may require separate fees or permit if on Park District property. It is required that the event host checks with the Park District when planning an event on Park District property to avoid delays with the permitting process.

Permit Application #: 15-02 Date Complete: \_\_\_\_\_  
(For office use only)

**Fee Cost Worksheet**

**Police Services:**

No. of Officers \_\_\_\_\_ x No. of Hours \_\_\_\_\_ = \_\_\_\_\_ x \$45 = \$ 0

**Fire/EMT Services**

No. of EMT's \_\_\_\_\_ x No. of Hours \_\_\_\_\_ = \_\_\_\_\_ x \$35 = \$ 0

Finance application processing Fee ..... \$ \_\_\_\_\_

Trash Container Fee..... \$ \_\_\_\_\_

Custodial Fee..... \$ \_\_\_\_\_

Tent/Canopy Inspection and Permit..... \$ \_\_\_\_\_

Fireworks/Pyrotechnics Permit and Inspection Fee..... \$ \_\_\_\_\_

\$25 Application Fee..... \$ 25.00

\$50 Late application Processing Fee (if Applicable)..... \$ —

Event Application Fee (See Attached Fee Schedule)..... \$ .

TOTAL: \$ \_\_\_\_\_

*Fees assessed by the Park District are not included.*

Date Fees Paid: \_\_\_\_\_ Initials: \_\_\_\_\_

Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_

(For office use only)

## Signature Page from City Officials and Department Heads

<u>Mitch L. Bitz</u> <small>Mitch L. Bitz (Mar 19, 2025 15:14 CDT)</small>	/ Mar 19, 2025	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Conditional—See Narrative
Fire Department	Date						
<u>Patrick Haug</u> <small>Patrick Haug (Mar 18, 2025 11:03 CDT)</small>	/ Mar 18, 2025	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Conditional—See Narrative
Police Department	Date						
<u>Shane O'Keefe</u> <small>Shane O'Keefe (Mar 18, 2025 11:35 CDT)</small>	/ Mar 25, 2025	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Conditional—See Narrative
Engineering Department	Date						
<u>Shane O'Keefe</u> <small>Shane O'Keefe (Mar 18, 2025 11:35 CDT)</small>	/ Mar 18, 2025	<input checked="" type="checkbox"/>	Approved	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Conditional—See Narrative
Public Works	Date						

Fire Department Narrative:

Police Department Narrative:

Mandan Police Department requires that the Trailer/Stage is removed by 0930am.

Engineering Narrative:

Public Works Narrative:



## Special Event Guide

### **Sec. 12-9-1. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Public concert:** means a musical performance by one or more groups held either indoors or outdoors where the audience is seated by reserve or general admission, free of charge or otherwise, with the audience being present primarily for the purpose of listening to music and the location of such musical performance having a seating capacity of at least 1,000 people, or, if the concert is outdoors, the site has a capacity of at least 300 persons.

**Public dance:** means any dance held either indoors or outdoors where the public may participate, whether an admission fee is charged or not, and is present primarily for the sole purpose of dancing, and where the location of the dance has a capacity of at least 100 persons.

**Public event:** means a music festival, public dance or public concert.

(Code 1979, § 10-04-07; Code 1994, § 12-03-09; Ord. No. 744, § 2, 1989)

### **ARTICLE 4. – AMUSEMENTS**

#### **Sec. 12-4-1. - Required to operate public amusements.**

- a) It is unlawful to conduct or operate any amusement which is open to the public and for which an admittance fee is charged without having first secured a license from the city. The license fee for amusements shall be determined by resolution of the board.
- b) No license fee is required if a show, exhibition, entertainment, gallery, stand or other device is operated or given under the auspices of and for the benefit of a church or school, or charitable, fraternal or political organization. (Code 1979, § 10-04-01; Code 1994, § 13-04-01)

#### **Sec. 12-4-2. - Public amusements for which license is required.**

A person may not conduct, operate or maintain the following activities without first obtaining a license from the city:

- (1) Public dance, as that term is defined by N.D.C.C. § 53-02-01.
  - (2) Any circus, carnival or similar event.
  - (3) Any theatrical exhibition, motion picture show, vaudeville performance, opera or variety theater.
  - (4) Any show, entertainment, gallery, stand or device of any description on the streets, alleys or public grounds within the city.
  - (5) Any merry-go-round, rides or similar devices.
- (Code 1979, §§ 10-04-02—10-04-05; Code 1994, § 13-04-02)

#### **Sec. 12-4-3. - Liability insurance or bond required.**

A person may not conduct, operate, manage or sponsor any Ferris wheel, merry-go-round or other amusement ride operated for hire, or for the purpose of promoting or advertising any trade or business, without first filing with the city license officer a bond indemnifying the public against damages sustained by reason of operation of the ride, or **certificate of liability insurance**, in the amount of **at least \$500,000.00**. Such bond or certificate of insurance is subject to the approval of the city attorney. This section applies to all persons, whether or not such persons are exempted from any other provision of this article. (Code 1994, § 13-04-03)

**Permit Application #:** 25-02 **Date Complete:** \_\_\_\_\_  
(For office use only)

**Sec. 12-4-4. - Licensee to maintain order.**

Any licensee engaged in giving or conducting any public amusement for pay shall preserve good order in and about the place of exhibition or public amusement, and if necessary for that purpose, shall employ, at the licensee's own expense, a sufficient security force. (Code 1979, § 10-04-06; Code 1994, § 13-04-04)

**Sec. 12-4-5. - Policing of dances, music festivals or public concerts.**

A public dance or public dancing place or hall may not be conducted, maintained or operated, unless the same is policed as provided by N.D.C.C. § 53-02-08. A music festival or public concert, as defined in N.D.C.C. § 53-02-01, shall be policed as provided in N.D.C.C. § 53-02-08. The cost of the policing, as determined by the chief of police, must be paid by the applicant at the time of the license application or, at the discretion of the chief of police, a cash bond in a reasonable amount may be posted, which shall be refunded upon payment of costs of policing following the event. (Code 1994, § 13-04-05)

**Sec. 12-4-6. - Use of streets.**

It is unlawful for any person to play any game, sport or amusement upon any public right-of-way of the city, except as permitted by the board. (Code 1994, § 13-04-06)

**Sec. 12-9-2. - Penalty.**

Any person who gives, holds or conducts a public event in violation of this article or in violation of the conditions of the public event permit, who furnishes information required by this article which is false or misleading, or who violates any provision of this chapter shall be guilty of a Class B misdemeanor. (Code 1979, § 10-04-07; Code 1994, § 12-03-17; Ord. No. 744, § 2, 1989)

**Sec. 12-9-3. - Required; nontransferable; fees.**

No person shall give, hold or conduct a public event unless the owner of the place where the public event is given, or the person giving the same or in charge thereof, first shall have procured a permit to give, hold and conduct such public event. A permit may be issued for one or more public dances or public concerts. If a permit is issued to any person to conduct a public event, the event may be conducted in such place only by the person to whom the permit is issued. Such permit shall not be transferable. A permit fee shall be assessed for each event held within a 24-hour period or an annual permit fee may be assessed if the site location is intended to be a permanent site, and the amount of the fees shall be set from time to time by resolution of the board. A permit, other than an annual permit, shall not be valid for a period of greater than three consecutive days.

(Code 1979, § 10-04-07; Code 1994, § 12-03-10; Ord. No. 744, § 2, 1989)

**Sec. 12-9-4. - Application; special permits.**

Any person desiring to conduct a public event at a public building or site or any outdoor location shall make application for a permit to do so to the board, 30 days in advance of the proposed event. In the event the applicant proposes to sell or dispense or permit the consumption of alcoholic beverages at such public event, an application for a special permit under the provisions of sections [4-2-16](#) and [4-2-20](#) shall accompany the application for the public event. Four copies of the application shall be filed with the city license officer and shall set forth the following information:

**Sec. 4-2-20. - Sunday alcoholic beverage permit.**

**Permit required.** No person may dispense, sell or permit the consumption of alcoholic beverages within a licensed premises or publicly owned or operated facility on any Sunday unless said person has been granted a permit under the provisions of this section. The authority to issue a Sunday alcoholic beverage permit rests solely with the board.

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

- 1) Identification of applicant. The application shall include the name, address and driver's license number of the applicant and the name, address and driver's license number of the person who will manage or conduct the public event. The application shall also state whether the applicant or the person who will manage or conduct the event has been convicted of any crime relating to the sale of alcoholic beverages or controlled substances or within the past five years has been convicted of any crime against persons, including assault, disorderly conduct, sexual assault, rape or murder, and whether the applicant or the person who will manage or conduct the event has ever had a license of any kind revoked or cancelled by any municipal, state or federal authority.
- 2) Date, time and place. The place, date and hours of the proposed event shall be clearly identified.
- 3) Site plan. The person conducting the event shall include in the application a site plan which details the exact placement of the stage, lighting and other electrical equipment, public seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer, who shall submit Estimate of attendance. his recommendations to the board.
- 4) The applicant shall provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated within the chosen site and an estimate of the number of persons expected to attend.
- 5) Ticket sales. The application shall contain information relating to ticket sales, which addresses the control of attendance to meet the site plan limitations, if any. If the person conducting the event intends to open the event to the general public without prior ticket sales, the application shall address the manner in which the person intends to limit the size of the crowd to meet the site plan limitations.
- 6) Traffic control. The application shall specify the proximity of public roadways to the site of the event and to the proposed parking area and shall contain a description of the manner in which traffic control will be handled to ensure the safe ingress and egress of pedestrians and vehicles. Appropriate arrangements shall be made by the person conducting the event to ensure that no interference will occur with the public use of any adjacent public roadways. The traffic control proposal shall be subject to the approval of the city engineer.
- 7) Parking. The application and site plan shall specify the planned accommodations for public parking. The person conducting the event shall provide adequate parking for persons in attendance commensurate with the estimated number of persons that the selected site can accommodate. Under no circumstances will parking be permitted upon public roadways if said parking would be in violation of posted parking restrictions.
- 8) Sanitation. The application shall include the number and placement of sanitary toilet facilities which will be provided by the person conducting the event. The application shall be accompanied by a letter from the city health officer that indicates that he has reviewed the site plan and estimate of the number of persons in attendance and has determined that the number and kind of proposed toilet facilities is adequate to meet the needs of persons in attendance at the event.
- 9) Garbage. The application shall include a description of the size and number of available garbage disposal units on the site of the event in addition to the arrangements made to clean up the site after the event has ended.
- 10) Fencing and barricades. The application shall contain a description of the fencing and barricade system which is intended to control access to the event site, if such event is to be outdoors, and the location of the fencing and barricade system shall be noted on the site plan. If alcoholic beverages are to be dispensed or consumed at the public event, which event is outdoor, the perimeter of the site must be surrounded by a six-foot cyclone-style fence or enclosed within a tent which has four sides. For all events, whether outdoors or indoors, adequate provisions for entrances and exits and access by fire, police and other emergency personnel or vehicles shall also be noted in the application and on the site plan.
- 11) Signing. The application shall contain a description of the signing which is proposed to control pedestrian and vehicular traffic, parking, and provide appropriate notices to the persons in

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

- attendance at the event. The size, wording and placement of the signs shall be included in the description and shall be subject to the approval of the city engineer.
- 12) Sale or consumption of alcoholic beverages. If the applicant intends to sell or allow the consumption of alcoholic beverages at the public event the identity of the alcoholic beverage licensee who will be dispensing said beverages shall be provided. The board may, by resolution or by condition attached to the permit, restrict the sale, dispensing and consumption of alcoholic beverages to beer or beer and wine only at the event or series of events. Therefore, the person holding the event shall include within the application a description of the efforts that will be taken to prevent the consumption of other alcoholic beverages at the event, including those alcoholic beverages attempted to be brought in by members of the public. At all such events the dispensing of alcoholic beverages in glass bottles, glass drinking cups or any other glass containers shall be prohibited.
- 13) Security. N.D.C.C. § 53-02-08 requires the city police department to police the event at the expense of the person conducting the event, which payment must be received by the city license officer 72 hours in advance of the event. The application shall contain, in addition to the estimated number of persons in attendance, an estimate of the number of police officers which will be needed to adequately police the event. The chief of police will be responsible for making the final determination of the number of officers that will be required.
- 14) Bond required. The person conducting the event shall file with the city license officer a cash bond in an amount to be set by resolution of the board. The bond shall be returned to the person after the event if the site has been adequately cleaned and if no additional costs or property damage has resulted from or as a result of the event.
- 15) Cost to the city. If the proposed event necessitates any expenditures on the part of the city, excluding the cost of providing police security, such costs shall be paid to the city by the person conducting the event. The posted cash bond shall be used by the city to cover the costs associated with the event and the balance, if any, will be returned to the person conducting the event. If the cash bond does not cover the costs resulting from the public event, the person conducting the event shall be assessed the additional costs. Costs within this section include, but are not limited to, the following:
- a. Costs of cleanup or garbage removal;
  - b. Costs of traffic signing, fencing or barricades;
  - c. Any property damage to public property which occurred during or as a result of the event; and
  - d. Any additional costs associated with crowd control, including injury to city employees or other persons, which occurred during or as a result of the event.
- 16) Temporary vacation of streets. If the site plan proposed by the applicant requires the use of any public street, alley or right-of-way, the application and the site plan shall clearly designate the portion of the public street, alley or right-of-way to be temporarily vacated. In no event shall more of a public street adjoining one-half of a public block be vacated and, in each instance, adequate access for emergency vehicles shall be provided. The temporary vacation of any public street or right-of-way shall be subject to the approval of the city engineer. The board shall determine whether any public street, alley or right-of-way may be temporarily vacated for a public event on a case-by-case basis.  
(Code 1979, § 10-04-07; Code 1994, § 12-03-11; Ord. No. 744, § 2, 1989)

**Sec. 12-9-5. - Inquiry and investigation.**

The board shall make such inquiry and investigation as to the propriety of granting or refusing such permit as shall be deemed necessary.

(Code 1979, § 10-04-07; Code 1994, § 12-03-12; Ord. No. 744, § 2, 1989)



**Sec. 12-9-6. - Refusal and revocation of public event permit for cause.**

- (a) The board may revoke the public event permit at any time for violation of any of the provisions of this chapter. The board shall refuse to issue such permit, and shall revoke a permit already issued, where it appears that:
- 1) The permitted site is or is likely to become a public nuisance or detrimental to public health, safety or order;
  - 2) The provisions of this chapter are being violated;
  - 3) An alcoholic beverage or controlled substance is being sold, or given away, except as authorized by terms of the permit;
  - 4) Any of the city ordinances or state laws are being violated;
  - 5) The chief of police determines that adequate security cannot be provided to the public event either by city police officers, special police or a combination thereof; or
  - 6) The board has determined that the number of like events needs to be limited in order to ensure the health, safety and security of the public.
  - 7) The chief of police shall report any violations of the permit or violations of city ordinances or state laws immediately to the board. Notwithstanding any of the provisions of this chapter, if the chief of police determines that the conduct of any public event has become a public nuisance or injurious to the public peace, health or safety, the chief of police shall immediately cause said event to be closed to the public and thereafter notify the board of the action and reasons therefor.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

**Sec. 12-9-7. - Restrictions and conditions attached to public event permit.**

If the board determines that the public event will not unduly interfere with the peace, health or safety of the public or the neighborhood in which the event will occur and that the applicant is in compliance with the requirements for sanitation and garbage disposal; parking, fencing, traffic and crowd control; security; and regulation of alcoholic beverage consumption, the board may approve the issuance of the permit to be effective for the dates designated and subject to any necessary restrictions and conditions, including the following restrictions and conditions:

- 1) Alcoholic beverages may be distributed and consumed, and dancing may be permitted only in those areas specifically designated in the site plan and approved by the board;
  - 2) Dancing and the distribution of alcoholic beverages shall be permitted only during the hours designated by the board, which in no event shall be before the hour of 12:00 noon on the date specified in the permit and after 1:00 a.m. of the following day;
  - 3) No person having a permit to hold a public event at which alcoholic beverages are to be sold, distributed or consumed shall permit in any such event any person who is obviously intoxicated or who is under 21 years of age, except persons under 21 years of age may be permitted at a public event if the sale and consumption of alcoholic beverages is segregated and constricted to an area barricaded from the public event by a six-foot cyclone-style fence or structure to which access by such persons is prohibited;
  - 4) The licensee as a condition to the issuance of such permit consents and agrees that any city police officer or special police officer may enter upon and inspect the licensed premises or site or any part at any time for the purpose of determining compliance with the conditions of the permit and city ordinances; and
  - 5) The licensee shall comply with all other applicable ordinances and laws relating to health and sanitation and the use and sale of alcoholic beverages in the city.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Permit Application #: 25-08 Date Complete: \_\_\_\_\_  
(For office use only)

**Sec. 12-9-8. - Limits on number of public event permits.**

The board may, by resolution, set a maximum limit on the number of public event permits which will be granted during any period of time. Notwithstanding any restrictions on the number of events, the board may deny any application for a permit if it determines that adequate provision for traffic control, health, safety or security cannot be provided for the event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-15; Ord. No. 744, § 2, 1989)

**Sec. 12-9-9. - Indemnification of city.**

A person may not give, hold or conduct a public event, nor may the board approve a permit for such public event, without the person having first filed with the city license officer a bond or certificate of insurance in the amount as specified by resolution of the board, indemnifying the city and the public against personal injury or property damages occurring at or as a result of the public event. The person giving, holding or conducting the public event agrees to save and hold harmless the city for any personal injury or property damage resulting from actions of any city employees, police officers or special officers in the course of their employment, which actions are directly related to the conduct of the public event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-16; Ord. No. 744, § 2, 1989)

**Sec. 24-9-3. - Parade permit required.**

No person shall engage in, participate in, aid, form or start any parade without a parade permit issued by the city.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-4. - Application for parade permit.**

- a. A person desiring a parade permit shall file an application with the city on forms provided by the city. Such application shall be filed not less than seven days nor more than 60 days before the date on which it is proposed to conduct the parade.
- b. The application for a parade permit shall contain all information deemed necessary by the city in order to fully evaluate the request
- c. The city, where good cause is shown therefor, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-5. - Standards for issuance of parade permit.**

The city shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- 2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

Permit Application #: 25-02 Date Complete: \_\_\_\_\_  
(For office use only)

- 3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto.
- 4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- 5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire.
- 6) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- 7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- 8) The parade is not to be held for the sole purpose of advertising any product, cause, goods or events and is not designed to be held purely for private profit.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-6. - Notice of denial of parade permit.**

If the city disapproves the application for a parade permit, the city shall mail to the applicant, within three days after the date upon which the application was filed, a notice of such action.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-7. - Alternative parade permit.**

The city, in denying an application for a parade permit, may authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of such action, file a written notice of acceptance with the city. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-8. - Contents of parade permit.**

Each parade permit shall state the following information:

- 1) Starting time.
- 2) Minimum speed.
- 3) Maximum speed.
- 4) Maximum interval of space to be maintained between the units of the parade.
- 5) The portions of the streets to be traversed that may be occupied by the parade.
- 6) The maximum length of the parade in miles or fractions thereof.
- 7) Such other information as the governing body shall find necessary to the enforcement of this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Permit Application #:** 15-02 **Date Complete:** \_\_\_\_\_  
(For office use only)

**Sec. 24-9-9. - Carrying parade permit.**

The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-10. - Revocation of parade permit.**

The city may, after a hearing affording due process, revoke a parade permit issued under this article upon application of the standards for issuance as set forth in this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)



fencing Porta Potty

Main Street

Silver Dollar Bar

Security Pt.

Bar

Bar

Security Pt.

stage

- 4-6 Security guards from 7-12:30
- There are 2 restrooms (male & female) inside
- Cleanup to be done by staff & mts women's wrestling

Alley

# ALCOHOLIC BEVERAGE LICENSE

*Class A*

*General Retail On & Off Sale Beer and Liquor*

CITY OF MANDAN  
STATE OF NORTH DAKOTA

License Number: **51**

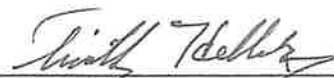
Fee Received: \$4100

***East Main Investments LLC dba Silver Dollar Bar*** of Mandan, North Dakota, is hereby licensed to sell alcoholic beverages as described above as allowed under the provisions of the Title V of the North Dakota Century Code, and acts supplemental and amendatory thereto for retail purposes at ***200 E Main St*** for consumption off of (and on) said premises, for the license year ending ***June 30, 2025***.

Licensees hereinbefore named, in consideration of the issuance of this license, hereby agrees to abide by all State laws relating to sale of alcoholic beverages and in additions agrees to abide by all local regulations, ordinances, or resolutions regulating or restricting the operation and sale of alcoholic beverages by licensees and by any future amendments thereto Chapter 4 of the Mandan Municipal Code.

**This License is not transferable without specific authority from the local issuing Governing Body and only as provided by the laws of the State of North Dakota.**

Dated this **4** day of **June, 2024**



Chairman of Local Governing Body

Mandan City Commission  
Governing Body

(S E A L)

ATTEST:



**THIS LICENSE MUST BE POSTED CONSPICUOUSLY IN THE PLACE OF BUSINESS ON PREMISES LICENSED.**












# Special Event Permit-July 3, Street Dance

Final Audit Report

2025-03-25


Created:	2025-03-18
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMtFb87nHiBzCEcXsrpRLBCCT3x3N1IZz

## "Special Event Permit-July 3, Street Dance" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)  
2025-03-18 - 2:24:39 PM GMT
-  Document emailed to Patrick Haug (phaug@mandanpd.com) for signature  
2025-03-18 - 2:34:44 PM GMT
-  Email viewed by Patrick Haug (phaug@mandanpd.com)  
2025-03-18 - 3:26:52 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)  
Signature Date: 2025-03-18 - 4:03:15 PM GMT - Time Source: server
-  Document emailed to Shane OKeefe (shane.okeefe@cityofmandan.com) for signature  
2025-03-18 - 4:03:17 PM GMT
-  Email viewed by Shane OKeefe (shane.okeefe@cityofmandan.com)  
2025-03-18 - 4:28:49 PM GMT
-  Document e-signed by Shane OKeefe (shane.okeefe@cityofmandan.com)  
Signature Date: 2025-03-18 - 4:35:42 PM GMT - Time Source: server
-  Document emailed to mbitz@cityofmandan.com for signature  
2025-03-18 - 4:35:50 PM GMT
-  Email viewed by mbitz@cityofmandan.com  
2025-03-19 - 8:11:47 PM GMT
-  Signer mbitz@cityofmandan.com entered name at signing as Mitch L. Bitz  
2025-03-19 - 8:14:29 PM GMT
-  Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)  
Signature Date: 2025-03-19 - 8:14:31 PM GMT - Time Source: server

 Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature

2025-03-19 - 8:14:35 PM GMT

 Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)

2025-03-25 - 3:11:10 PM GMT

 Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)

Signature Date: 2025-03-25 - 3:13:45 PM GMT - Time Source: server

 Agreement completed.

2025-03-25 - 3:13:45 PM GMT



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 25, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the special event permit for Mandan Progress Organization's Touch a Truck

---

#### **STATEMENT/PURPOSE:**

Consider approval of the special event permit for Mandan Progress Organization's Touch a Truck

#### **BACKGROUND/ALTERNATIVES:**

Touch a Truck is an annual community event held on Main Street in the area of the 400 block and Dykshoorn Park. The event closes off the street to traffic and there are various vehicles and trucks parked for the community to view and learn about. All City of Mandan Departments have reviewed and signed off for the event. See attached special event permit application.

#### **ATTACHMENTS:**

1. Special Event Permit-Touch a Truck - signed

#### **FISCAL IMPACT:**

N/A

#### **STAFF IMPACT:**

N/A

#### **LEGAL REVIEW:**

N/A

#### **RECOMMENDATION:**

I recommend approving the special event permit for Mandan Progress Organization's Touch a Truck

**SUGGESTED MOTION:**

I move to approve the special event permit for Mandan Progress Organization's Touch a Truck

Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_  
(For office use only)

# Special Events Permit Application

## City of Mandan, ND

Mandan Police Department (Special Events) • 205 1<sup>st</sup> Ave. NW • Mandan, ND 58554  
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: 3/10/2025

**30 days prior** to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

**The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).**

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

**Comprehensive site plans must accompany this application.**

Street Dance: ☐ Beer Garden: ☐ Both: ☐ Parade or Other Public Event: ☒

### **Section 1 – Applicant Information**

Name of Event Manager: Matt Schanandore  
Driver's License Number: SCH-83-6204 State: \_\_\_\_\_  
Date of Birth: 07/10/1983 Phone Number: 7019344540 Email: matt@mandanprogress.org  
Address: 2209 Westview Place SE City: Mandan State: ND Zip: 58554  
Have you ever been convicted of a crime? ☐ YES ☒ NO  
If yes please list charge(s) and year of conviction(s):  
\_\_\_\_\_  
\_\_\_\_\_

*(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)*

Name of Event Manager: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Have you ever been convicted of a crime? ☐ YES ☐ NO  
If yes please list charge and year of conviction:  
\_\_\_\_\_  
\_\_\_\_\_

*(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)*

**Permit Application #:** \_\_\_\_\_ **Date Complete:** \_\_\_\_\_  
(For office use only)

Business Address: 411 W Main St. City: Mandan State: ND Zip: 58554  
Corporation/Organization: Mandan Progress Organization State of Incorporation: ND  
Tax ID #: 45-0439012 501(c)3 #: \_\_\_\_\_ City Sales Tax ID #: \_\_\_\_\_  
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

**If yes, please provide the following:**

Last event/s Location: Past Touch a Truck Events Date: May 20th 2023  
Contact Name: Matt Schanandore Phone: 701-934-4540  
E-mail Contact: matt@mandanprogress.org

**Section 2 – Event Information**

Event Name: Touch a Truck Anticipated Daily Attendance: 5000  
Event Date(s): May 17th Set-up Date: May 17th Hours: 7am - 5pm  
Hours of event each day: 10am - 3pm  
(begin and end times)  
Take Down Date(s): May 17th Hours: 3pm - 5pm  
E-Mail address for public information: info@mandanprogress.org  
WEB address for public information: www.mandanprogress.org  
Location of Event/physical address: Main Street - from Collins Ave to 6th Ave NW  
Sponsors of the Event: Various See Attached  
Brief Description of Event:  
Trucks of all shapes and sizes line up on Main Street for kids to come visit, view and explore.

Has this event been held in another location? ☐ YES ☒ NO

**If yes, please provide the following:**

Last event/s Location: \_\_\_\_\_  
Date: \_\_\_\_\_ Contact Name and Phone: \_\_\_\_\_

**Section 3 – Event Features**

Will there be an admission charge? ☐ Yes ☒ No  
If yes, Printed ticket count: \_\_\_\_\_ Tickets for presale count: \_\_\_\_\_

Will there be entertainment? ☐ Yes ☒ No  
If yes, please attach an itemized complete list of all entertainment.  
(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? ☒ Yes ☐ No  
If yes, please attach a complete list of vendors.  
(Each vender must have all valid permits and license to sell their product)



**Permit Application #:** \_\_\_\_\_ **Date Complete:** \_\_\_\_\_  
(For office use only)

**What type of advertising/promotion will be done prior to the event?**

(Attach all promotional material.)

Radio: ☒ Yes ☐ No What Stations? \_\_\_\_\_

TV: ☐ Yes ☒ No What Stations? \_\_\_\_\_

Fliers/Posters: ☒ Yes ☐ No How many? 50 - 100

Press Releases: ☒ Yes ☐ No How many? 1 - 2

Newspaper Ads: ☒ Yes ☐ No What publication? Mandan Magazine

Is any other promoter/producer assisting you with your event? ☐ Yes ☒ No

Name of Promoter and Promotion Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: ☒ Yes ☐ No

Number of Tents: Business Vendors

*(Tents require permits from the Fire Department and inspection fees will be applied.)*

Fireworks or Pyrotechnics: ☐ Yes ☒ No

*(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)*

Fireworks or Pyrotechnics Production Company's name: \_\_\_\_\_

*(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) \*A separate bond may be required for this event.*

**Require permits from the City of Mandan**

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

**Temporary Fencing:** ☐ Yes ☒ No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: \_\_\_\_\_

Contact phone: \_\_\_\_\_

Restroom Accommodations: Spiffy Biffs

Number of required portable toilets: 12

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Placement of sanitary toilet facilities must be on site plan.**

**Permit Application #:** \_\_\_\_\_ **Date Complete:** \_\_\_\_\_  
(For office use only)

Attach a copy of the letter from the Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: Spiffy Biffs  
Contact phone: 701-224-0856

**Electrical Services/Generators** ☐ Yes ☒ No

*Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.*

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Carnival/Amusement Rides:** ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_

Bonded and Insured Amount: \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Signs / Banners** ☐ Yes ☒ No

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

**Inflatables** ☐ Yes ☒ No

Company Contact name: \_\_\_\_\_  
Contact phone: \_\_\_\_\_

Bonded and Insured Amount: \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

### **Raffles**

Will this event have a raffle? ☐ Yes ☒ No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

**Approved By:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_ **Initials:** \_\_\_\_\_

#### **Section 4 – Transportation**

Does the event propose **using, closing or blocking** any of the following:

*If yes, specify location and duration on site map, **if on a DOT Highway or Roadway DOT authorization will be required.***

City Streets ☒ Yes ☐ No (Number of locations: 2 attach list of locations.)

City Sidewalks ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

City Bus Stops ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

Public Parking Lots ☒ Yes ☐ No (Number of locations 2 Heritage & Hirsch attached list of locations)

Public Bicycle Parking ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

Multiuse Paths ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

City Alleys ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

City Right-of-Ways ☐ Yes ☒ No (Number of locations \_\_\_\_\_ attached list of locations)

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

#### **Section 5 – Use of City Utilities**

Will any City electric hookups be used? ☒ Yes ☐ No

Electric Location including amperage Dykshoorn and Heritage Parks

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

Will any City water hookups be used? ☒ Yes ☐ No

Water Location(s) Dykshoorn and Heritage Parks

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

Will waste water/gray water be generated? ☒ Yes ☐ No

If so, how will it be disposed? Dykshoorn and Heritage Parks Waste Water barrels provided

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_  
(For office use only)

### **Section 6 – Alcohol**

Will there be alcohol at the event? ☐ Yes ☒ No

Will alcohol be given away? ☐ Yes ☒ No

Will the alcohol be sold? ☐ Yes ☒ No

Will the alcohol be donated? ☐ Yes ☒ No

Who is the alcohol being donated by or purchased through: \_\_\_\_\_

Is alcohol included in the admission price of the event? ☐ Yes ☒ No

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**If you answered *Yes to any of the above*, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)**

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☒ No

***If yes, please explain:***

---

---

---

How will attendees be identified as minors or age 21 and over?

---

---

---

Have the alcohol servers received training in sale/service of alcoholic beverages? ☐ Yes ☐ No

If yes, who provided the training: \_\_\_\_\_

Date and time of most recent training: \_\_\_\_\_

Request Mandan Police Server Training: ☐ Yes ☐ No

If yes provide a contact person and contact information: \_\_\_\_\_

---

---

---

Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_  
(For office use only)

### **Section 7 – Event Security**

Are you requesting off-duty Mandan Police officers? ☐ Yes ☒ No

Number of personnel requested: \_\_\_\_\_

*After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.*

*To schedule Off-Duty Police Officers, please call 701-667-3250.*

**Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.**

Are you requesting private security? ☐ Yes ☒ No

Number of security personnel onsite: \_\_\_\_\_

**Include security points and duties on event plans**

*The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.*

Security Company and Contact Info: \_\_\_\_\_

**Attach a copy of Company's License**

### **Section 8 – Emergency Medical Services**

Are you requesting off-duty Mandan EMT's? ☐ Yes ☒ No

Number of personnel requested: \_\_\_\_\_

*After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.*

**EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35**

### **Section 9 – Event Maintenance and Cleanup Plan Required**

What is your trash removal and cleanup plan?

Garbage containers will be placed along Main Street. We will have volunteers pull and replace full garbages at the end of the parade.

Additionalyl, Armstrong Sanitation will be the last entry in the parade and will collect the garbage as they make their way down the parade route.

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: ECO-Sanitation

Contact Name: Kelly Christopherson Phone: 701-565-5555

*All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.*

### **Section 10 – ADA Accessibility Requirements**

#### **Parking plan requirements**

Attach a copy of your parking plan and include in the plan the necessary handicap parking areas and any code required handicap accessibility requirements. Also include medical access points and safe medical response routes for the event.

### **Section 11– Insurance and Bond Requirements**

The City of Mandan has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Mandan, a certificate of insurance or a copy of the required bond that complies with the requirements referenced below must be attached.

**All special event applicants shall name the City of Mandan as an “Additional Insured”,** per item one below, on all policy(ies), except workers compensation and shall reflect this on a Certificate of Insurance. Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city’s self-insured retention.

Applicant shall obtain certificates of insurance from all vendors participating in this event unless covered under applicant’s insurance policy. Vendors must comply with all requirements listed in this section. Complete and accurate certificates must be received by the Special Events Office a minimum of five (5) working days prior to the event. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in this section and shall name the City of Mandan as “Additional Insured” as per item one below. Additional coverage may be required depending upon the nature and scope of the event. For more information or questions regarding insurance requirements, please contact our City Administrator’s Office at 701-667-3214. The City Administrator reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

#### **The certificate must show:**

1. The City of Mandan, its agents, officers, employees and volunteers are named as “Additional Insured.” All Certificate of Insurance policies must reflect this with the exception of workers compensation.
2. The City of Mandan shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required..
3. Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the City of Mandan.
4. General Liability Including: Bodily Injury Contractual Independent Contractors  
Comprehensive Form Product/Completed Operations Hazard  
Premises Operation Personal injury Broad Form Property Damage

In addition, specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. Certificates shall be received no less than thirty (30) working days prior to the event.

**City Services**

Police..... \$45 per hour, per officer, 4 hour minimum

Fire/EMS..... \$35 per hour, per staff 4 hour minimum

Barricades.....Amount charged by contracted barricade provider

Trash Container drop-off/pick-up..... \$\_\_\_\_ prices vary

Custodial..... \$\_\_\_\_ per hour, per staff person

**Miscellaneous fees**

Tent/Canopy Permit.....\$\_\_\_\_ per tent or canopy (Check with the Fire Department to ascertain if a permit is necessary)

Fireworks Permit..... \$\_\_\_\_ per location

The Park District may require separate fees or permit if on Park District property. It is required that the event host checks with the Park District when planning an event on Park District property to avoid delays with the permitting process.



Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_  
(For office use only)

**Fee Cost Worksheet**

**Police Services:**

No. of Officers \_\_\_\_\_ x No. of Hours \_\_\_\_\_ = \_\_\_\_\_ x \$45 = \$ \_\_\_\_\_

**Fire/EMT Services**

No. of EMT's \_\_\_\_\_ x No. of Hours \_\_\_\_\_ = \_\_\_\_\_ x \$35 = \$ \_\_\_\_\_

**Finance application processing Fee** ..... \$ \_\_\_\_\_

**Trash Container Fee**..... \$ \_\_\_\_\_

**Custodial Fee**..... \$ \_\_\_\_\_

**Tent/Canopy Inspection and Permit**..... \$ \_\_\_\_\_

**Fireworks/Pyrotechnics Permit and Inspection Fee**..... \$ \_\_\_\_\_

**\$25 Application Fee**..... \$ **25.00**

**\$50 Late application Processing Fee (if Applicable)**..... \$ \_\_\_\_\_

**Event Application Fee (See Attached Fee Schedule)**..... \$ \_\_\_\_\_

**TOTAL: \$ 25.00**

**Fees assessed by the Park District are not included.**

**Date Fees Paid:** \_\_\_\_\_ **Initials:** \_\_\_\_\_



Permit Application #: \_\_\_\_\_ Date Complete: \_\_\_\_\_

(For office use only)

## Signature Page from City Officials and Department Heads

Mitch L. Bitz  
Mitch L. Bitz (Mar 25, 2025 10:18 CDT)

/ Mar 25, 2025



Approved



Denied



Conditional—See Narrative

Fire Department

Date

Patrick Haug  
Patrick Haug (Mar 19, 2025 08:21 CDT)

/ Mar 19, 2025



Approved



Denied



Conditional—See Narrative

Police Department

Date

Jack Higgins

/ Mar 25, 2025



Approved



Denied



Conditional—See Narrative

Engineering Department

Date

Shane O'Keefe  
Shane O'Keefe (Mar 25, 2025 14:13 CDT)

/ Mar 25, 2025



Approved



Denied



Conditional—See Narrative

Public Works

Date

Fire Department Narrative:

Police Department Narrative:

Engineering Narrative:

Closure plan approved by NDDOT Bismarck District Engineer

Public Works Narrative:

## Special Event Guide

### **Sec. 12-9-1. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Public concert:** means a musical performance by one or more groups held either indoors or outdoors where the audience is seated by reserve or general admission, free of charge or otherwise, with the audience being present primarily for the purpose of listening to music and the location of such musical performance having a seating capacity of at least 1,000 people, or, if the concert is outdoors, the site has a capacity of at least 300 persons.

**Public dance:** means any dance held either indoors or outdoors where the public may participate, whether an admission fee is charged or not, and is present primarily for the sole purpose of dancing, and where the location of the dance has a capacity of at least 100 persons.

**Public event:** means a music festival, public dance or public concert.

(Code 1979, § 10-04-07; Code 1994, § 12-03-09; Ord. No. 744, § 2, 1989)

### **ARTICLE 4. – AMUSEMENTS**

#### **Sec. 12-4-1. - Required to operate public amusements.**

- a) It is unlawful to conduct or operate any amusement which is open to the public and for which an admittance fee is charged without having first secured a license from the city. The license fee for amusements shall be determined by resolution of the board.
- b) No license fee is required if a show, exhibition, entertainment, gallery, stand or other device is operated or given under the auspices of and for the benefit of a church or school, or charitable, fraternal or political organization. (Code 1979, § 10-04-01; Code 1994, § 13-04-01)

#### **Sec. 12-4-2. - Public amusements for which license is required.**

A person may not conduct, operate or maintain the following activities without first obtaining a license from the city:

- (1) Public dance, as that term is defined by N.D.C.C. § 53-02-01.
  - (2) Any circus, carnival or similar event.
  - (3) Any theatrical exhibition, motion picture show, vaudeville performance, opera or variety theater.
  - (4) Any show, entertainment, gallery, stand or device of any description on the streets, alleys or public grounds within the city.
  - (5) Any merry-go-round, rides or similar devices.
- (Code 1979, §§ 10-04-02—10-04-05; Code 1994, § 13-04-02)

#### **Sec. 12-4-3. - Liability insurance or bond required.**

A person may not conduct, operate, manage or sponsor any Ferris wheel, merry-go-round or other amusement ride operated for hire, or for the purpose of promoting or advertising any trade or business, without first filing with the city license officer a bond indemnifying the public against damages sustained by reason of operation of the ride, or certificate of liability insurance, in the amount of at least \$500,000.00. Such bond or certificate of insurance is subject to the approval of the city attorney. This section applies to all persons, whether or not such persons are exempted from any other provision of this article. (Code 1994, § 13-04-03)

**Sec. 12-4-4. - Licensee to maintain order.**

Any licensee engaged in giving or conducting any public amusement for pay shall preserve good order in and about the place of exhibition or public amusement, and if necessary for that purpose, shall employ, at the licensee's own expense, a sufficient security force. (Code 1979, § 10-04-06; Code 1994, § 13-04-04)

**Sec. 12-4-5. - Policing of dances, music festivals or public concerts.**

A public dance or public dancing place or hall may not be conducted, maintained or operated, unless the same is policed as provided by N.D.C.C. § 53-02-08. A music festival or public concert, as defined in N.D.C.C. § 53-02-01, shall be policed as provided in N.D.C.C. § 53-02-08. The cost of the policing, as determined by the chief of police, must be paid by the applicant at the time of the license application or, at the discretion of the chief of police, a cash bond in a reasonable amount may be posted, which shall be refunded upon payment of costs of policing following the event. (Code 1994, § 13-04-05)

**Sec. 12-4-6. - Use of streets.**

It is unlawful for any person to play any game, sport or amusement upon any public right-of-way of the city, except as permitted by the board. (Code 1994, § 13-04-06)

**Sec. 12-9-2. - Penalty.**

Any person who gives, holds or conducts a public event in violation of this article or in violation of the conditions of the public event permit, who furnishes information required by this article which is false or misleading, or who violates any provision of this chapter shall be guilty of a Class B misdemeanor. (Code 1979, § 10-04-07; Code 1994, § 12-03-17; Ord. No. 744, § 2, 1989)

**Sec. 12-9-3. - Required; nontransferable; fees.**

No person shall give, hold or conduct a public event unless the owner of the place where the public event is given, or the person giving the same or in charge thereof, first shall have procured a permit to give, hold and conduct such public event. A permit may be issued for one or more public dances or public concerts. If a permit is issued to any person to conduct a public event, the event may be conducted in such place only by the person to whom the permit is issued. Such permit shall not be transferable. A permit fee shall be assessed for each event held within a 24-hour period or an annual permit fee may be assessed if the site location is intended to be a permanent site, and the amount of the fees shall be set from time to time by resolution of the board. A permit, other than an annual permit, shall not be valid for a period of greater than three consecutive days. (Code 1979, § 10-04-07; Code 1994, § 12-03-10; Ord. No. 744, § 2, 1989)

**Sec. 12-9-4. - Application; special permits.**

Any person desiring to conduct a public event at a public building or site or any outdoor location shall make application for a permit to do so to the board, 30 days in advance of the proposed event. In the event the applicant proposes to sell or dispense or permit the consumption of alcoholic beverages at such public event, an application for a special permit under the provisions of sections [4-2-16](#) and [4-2-20](#) shall accompany the application for the public event. Four copies of the application shall be filed with the city license officer and shall set forth the following information:

**Sec. 4-2-20. - Sunday alcoholic beverage permit.**

**Permit required.** No person may dispense, sell or permit the consumption of alcoholic beverages within a licensed premises or publicly owned or operated facility on any Sunday unless said person has been granted a permit under the provisions of this section. The authority to issue a Sunday alcoholic beverage permit rests solely with the board.

- 1) Identification of applicant. The application shall include the name, address and driver's license number of the applicant and the name, address and driver's license number of the person who will manage or conduct the public event. The application shall also state whether the applicant or the person who will manage or conduct the event has been convicted of any crime relating to the sale of alcoholic beverages or controlled substances or within the past five years has been convicted of any crime against persons, including assault, disorderly conduct, sexual assault, rape or murder, and whether the applicant or the person who will manage or conduct the event has ever had a license of any kind revoked or cancelled by any municipal, state or federal authority.
- 2) Date, time and place. The place, date and hours of the proposed event shall be clearly identified.
- 3) Site plan. The person conducting the event shall include in the application a site plan which details the exact placement of the stage, lighting and other electrical equipment, public seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer, who shall submit Estimate of attendance. his recommendations to the board.
- 4) The applicant shall provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated within the chosen site and an estimate of the number of persons expected to attend.
- 5) Ticket sales. The application shall contain information relating to ticket sales, which addresses the control of attendance to meet the site plan limitations, if any. If the person conducting the event intends to open the event to the general public without prior ticket sales, the application shall address the manner in which the person intends to limit the size of the crowd to meet the site plan limitations.
- 6) Traffic control. The application shall specify the proximity of public roadways to the site of the event and to the proposed parking area and shall contain a description of the manner in which traffic control will be handled to ensure the safe ingress and egress of pedestrians and vehicles. Appropriate arrangements shall be made by the person conducting the event to ensure that no interference will occur with the public use of any adjacent public roadways. The traffic control proposal shall be subject to the approval of the city engineer.
- 7) Parking. The application and site plan shall specify the planned accommodations for public parking. The person conducting the event shall provide adequate parking for persons in attendance commensurate with the estimated number of persons that the selected site can accommodate. Under no circumstances will parking be permitted upon public roadways if said parking would be in violation of posted parking restrictions.
- 8) Sanitation. The application shall include the number and placement of sanitary toilet facilities which will be provided by the person conducting the event. The application shall be accompanied by a letter from the city health officer that indicates that he has reviewed the site plan and estimate of the number of persons in attendance and has determined that the number and kind of proposed toilet facilities is adequate to meet the needs of persons in attendance at the event.
- 9) Garbage. The application shall include a description of the size and number of available garbage disposal units on the site of the event in addition to the arrangements made to clean up the site after the event has ended.
- 10) Fencing and barricades. The application shall contain a description of the fencing and barricade system which is intended to control access to the event site, if such event is to be outdoors, and the location of the fencing and barricade system shall be noted on the site plan. If alcoholic beverages are to be dispensed or consumed at the public event, which event is outdoor, the perimeter of the site must be surrounded by a six-foot cyclone-style fence or enclosed within a tent which has four sides. For all events, whether outdoors or indoors, adequate provisions for entrances and exits and access by fire, police and other emergency personnel or vehicles shall also be noted in the application and on the site plan.
- 11) Signing. The application shall contain a description of the signing which is proposed to control pedestrian and vehicular traffic, parking, and provide appropriate notices to the persons in

attendance at the event. The size, wording and placement of the signs shall be included in the description and shall be subject to the approval of the city engineer.

- 12) Sale or consumption of alcoholic beverages. If the applicant intends to sell or allow the consumption of alcoholic beverages at the public event the identity of the alcoholic beverage licensee who will be dispensing said beverages shall be provided. The board may, by resolution or by condition attached to the permit, restrict the sale, dispensing and consumption of alcoholic beverages to beer or beer and wine only at the event or series of events. Therefore, the person holding the event shall include within the application a description of the efforts that will be taken to prevent the consumption of other alcoholic beverages at the event, including those alcoholic beverages attempted to be brought in by members of the public. At all such events the dispensing of alcoholic beverages in glass bottles, glass drinking cups or any other glass containers shall be prohibited.
- 13) Security. N.D.C.C. § 53-02-08 requires the city police department to police the event at the expense of the person conducting the event, which payment must be received by the city license officer 72 hours in advance of the event. The application shall contain, in addition to the estimated number of persons in attendance, an estimate of the number of police officers which will be needed to adequately police the event. The chief of police will be responsible for making the final determination of the number of officers that will be required.
- 14) Bond required. The person conducting the event shall file with the city license officer a cash bond in an amount to be set by resolution of the board. The bond shall be returned to the person after the event if the site has been adequately cleaned and if no additional costs or property damage has resulted from or as a result of the event.
- 15) Cost to the city. If the proposed event necessitates any expenditures on the part of the city, excluding the cost of providing police security, such costs shall be paid to the city by the person conducting the event. The posted cash bond shall be used by the city to cover the costs associated with the event and the balance, if any, will be returned to the person conducting the event. If the cash bond does not cover the costs resulting from the public event, the person conducting the event shall be assessed the additional costs. Costs within this section include, but are not limited to, the following:
  - a. Costs of cleanup or garbage removal;
  - b. Costs of traffic signing, fencing or barricades;
  - c. Any property damage to public property which occurred during or as a result of the event; and
  - d. Any additional costs associated with crowd control, including injury to city employees or other persons, which occurred during or as a result of the event.
- 16) Temporary vacation of streets. If the site plan proposed by the applicant requires the use of any public street, alley or right-of-way, the application and the site plan shall clearly designate the portion of the public street, alley or right-of-way to be temporarily vacated. In no event shall more of a public street adjoining one-half of a public block be vacated and, in each instance, adequate access for emergency vehicles shall be provided. The temporary vacation of any public street or right-of-way shall be subject to the approval of the city engineer. The board shall determine whether any public street, alley or right-of-way may be temporarily vacated for a public event on a case-by-case basis.  
(Code 1979, § 10-04-07; Code 1994, § 12-03-11; Ord. No. 744, § 2, 1989)

**Sec. 12-9-5. - Inquiry and investigation.**

The board shall make such inquiry and investigation as to the propriety of granting or refusing such permit as shall be deemed necessary.

(Code 1979, § 10-04-07; Code 1994, § 12-03-12; Ord. No. 744, § 2, 1989)



**Sec. 12-9-6. - Refusal and revocation of public event permit for cause.**

- (a) The board may revoke the public event permit at any time for violation of any of the provisions of this chapter. The board shall refuse to issue such permit, and shall revoke a permit already issued, where it appears that:
- 1) The permitted site is or is likely to become a public nuisance or detrimental to public health, safety or order;
  - 2) The provisions of this chapter are being violated;
  - 3) An alcoholic beverage or controlled substance is being sold, or given away, except as authorized by terms of the permit;
  - 4) Any of the city ordinances or state laws are being violated;
  - 5) The chief of police determines that adequate security cannot be provided to the public event either by city police officers, special police or a combination thereof; or
  - 6) The board has determined that the number of like events needs to be limited in order to ensure the health, safety and security of the public.
  - 7) The chief of police shall report any violations of the permit or violations of city ordinances or state laws immediately to the board. Notwithstanding any of the provisions of this chapter, if the chief of police determines that the conduct of any public event has become a public nuisance or injurious to the public peace, health or safety, the chief of police shall immediately cause said event to be closed to the public and thereafter notify the board of the action and reasons therefor.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

**Sec. 12-9-7. - Restrictions and conditions attached to public event permit.**

If the board determines that the public event will not unduly interfere with the peace, health or safety of the public or the neighborhood in which the event will occur and that the applicant is in compliance with the requirements for sanitation and garbage disposal; parking, fencing, traffic and crowd control; security; and regulation of alcoholic beverage consumption, the board may approve the issuance of the permit to be effective for the dates designated and subject to any necessary restrictions and conditions, including the following restrictions and conditions:

- 1) Alcoholic beverages may be distributed and consumed, and dancing may be permitted only in those areas specifically designated in the site plan and approved by the board;
  - 2) Dancing and the distribution of alcoholic beverages shall be permitted only during the hours designated by the board, which in no event shall be before the hour of 12:00 noon on the date specified in the permit and after 1:00 a.m. of the following day;
  - 3) No person having a permit to hold a public event at which alcoholic beverages are to be sold, distributed or consumed shall permit in any such event any person who is obviously intoxicated or who is under 21 years of age, except persons under 21 years of age may be permitted at a public event if the sale and consumption of alcoholic beverages is segregated and constricted to an area barricaded from the public event by a six-foot cyclone-style fence or structure to which access by such persons is prohibited;
  - 4) The licensee as a condition to the issuance of such permit consents and agrees that any city police officer or special police officer may enter upon and inspect the licensed premises or site or any part at any time for the purpose of determining compliance with the conditions of the permit and city ordinances; and
  - 5) The licensee shall comply with all other applicable ordinances and laws relating to health and sanitation and the use and sale of alcoholic beverages in the city.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

**Sec. 12-9-8. - Limits on number of public event permits.**

The board may, by resolution, set a maximum limit on the number of public event permits which will be granted during any period of time. Notwithstanding any restrictions on the number of events, the board may deny any application for a permit if it determines that adequate provision for traffic control, health, safety or security cannot be provided for the event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-15; Ord. No. 744, § 2, 1989)

**Sec. 12-9-9. - Indemnification of city.**

A person may not give, hold or conduct a public event, nor may the board approve a permit for such public event, without the person having first filed with the city license officer a bond or certificate of insurance in the amount as specified by resolution of the board, indemnifying the city and the public against personal injury or property damages occurring at or as a result of the public event. The person giving, holding or conducting the public event agrees to save and hold harmless the city for any personal injury or property damage resulting from actions of any city employees, police officers or special officers in the course of their employment, which actions are directly related to the conduct of the public event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-16; Ord. No. 744, § 2, 1989)

**Sec. 24-9-3. - Parade permit required.**

No person shall engage in, participate in, aid, form or start any parade without a parade permit issued by the city.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-4. - Application for parade permit.**

- a. A person desiring a parade permit shall file an application with the city on forms provided by the city. Such application shall be filed not less than seven days nor more than 60 days before the date on which it is proposed to conduct the parade.
- b. The application for a parade permit shall contain all information deemed necessary by the city in order to fully evaluate the request
- c. The city, where good cause is shown therefor, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-5. - Standards for issuance of parade permit.**

The city shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- 2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

- 3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto.
- 4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- 5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire.
- 6) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- 7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- 8) The parade is not to be held for the sole purpose of advertising any product, cause, goods or events and is not designed to be held purely for private profit.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-6. - Notice of denial of parade permit.**

If the city disapproves the application for a parade permit, the city shall mail to the applicant, within three days after the date upon which the application was filed, a notice of such action.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-7. - Alternative parade permit.**

The city, in denying an application for a parade permit, may authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of such action, file a written notice of acceptance with the city. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-8. - Contents of parade permit.**

Each parade permit shall state the following information:

- 1) Starting time.
- 2) Minimum speed.
- 3) Maximum speed.
- 4) Maximum interval of space to be maintained between the units of the parade.
- 5) The portions of the streets to be traversed that may be occupied by the parade.
- 6) The maximum length of the parade in miles or fractions thereof.
- 7) Such other information as the governing body shall find necessary to the enforcement of this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)



**Permit Application #:** \_\_\_\_\_ **Date Complete:** \_\_\_\_\_  
(For office use only)

**Sec. 24-9-9. - Carrying parade permit.**

The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

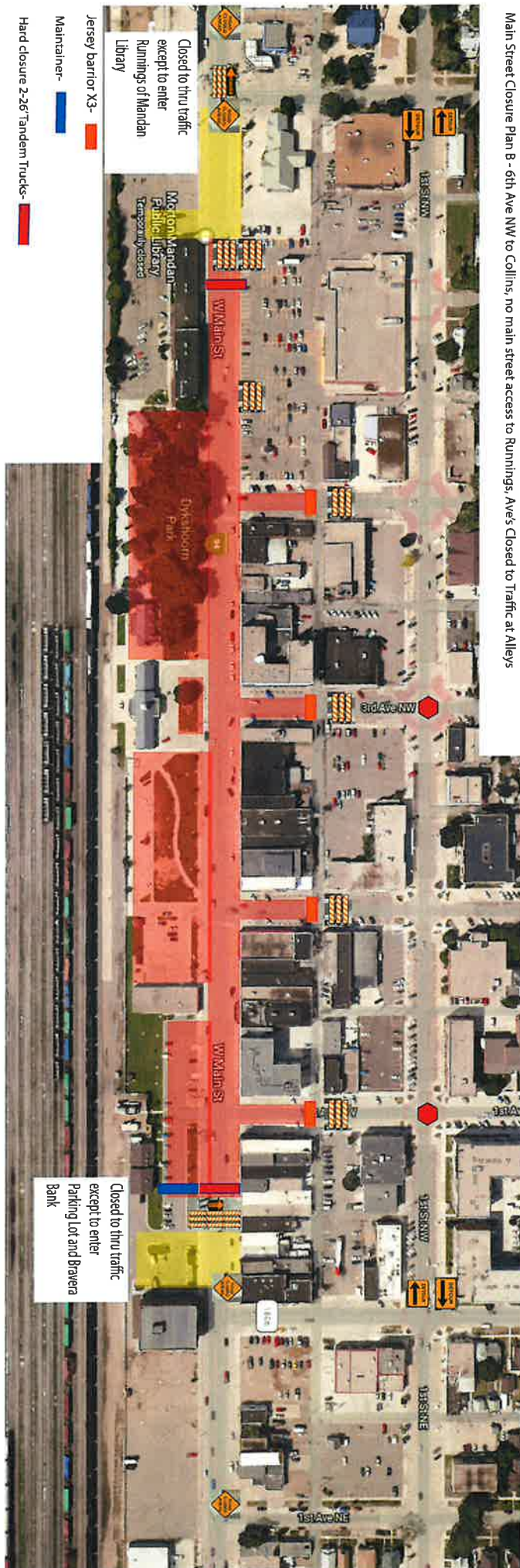
(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

**Sec. 24-9-10. - Revocation of parade permit.**

The city may, after a hearing affording due process, revoke a parade permit issued under this article upon application of the standards for issuance as set forth in this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Main Street Closure Plan B - 6th Ave NW to Collins, no main street access to Runnings, Ave's Closed to Traffic at Alleys














# Special Event Permit-Touch a Truck


Final Audit Report

2025-03-25

Created:	2025-03-19
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFxoWrSZ_VVJdJrh4QFylesvsUqiEcVBa

## "Special Event Permit-Touch a Truck" History


-  Document created by Tasha Scott (tasha.scott@mandanpd.com)  
2025-03-19 - 1:06:51 PM GMT
-  Document emailed to Patrick Haug (phaug@mandanpd.com) for signature  
2025-03-19 - 1:18:35 PM GMT
-  Email viewed by Patrick Haug (phaug@mandanpd.com)  
2025-03-19 - 1:21:10 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)  
Signature Date: 2025-03-19 - 1:21:53 PM GMT - Time Source: server
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature  
2025-03-19 - 1:21:55 PM GMT
-  Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)  
2025-03-19 - 1:22:31 PM GMT
-  Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)  
2025-03-25 - 3:13:58 PM GMT
-  Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)  
Signature Date: 2025-03-25 - 3:14:37 PM GMT - Time Source: server
-  Document emailed to mbitz@cityofmandan.com for signature  
2025-03-25 - 3:14:39 PM GMT
-  Email viewed by mbitz@cityofmandan.com  
2025-03-25 - 3:17:41 PM GMT
-  Signer mbitz@cityofmandan.com entered name at signing as Mitch L. Bitz  
2025-03-25 - 3:18:19 PM GMT

 Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)

Signature Date: 2025-03-25 - 3:18:21 PM GMT - Time Source: server

 Document emailed to Shane OKeefe (shane.okeefe@cityofmandan.com) for signature

2025-03-25 - 3:18:23 PM GMT

 Email viewed by Shane OKeefe (shane.okeefe@cityofmandan.com)

2025-03-25 - 7:13:02 PM GMT

 Document e-signed by Shane OKeefe (shane.okeefe@cityofmandan.com)

Signature Date: 2025-03-25 - 7:13:29 PM GMT - Time Source: server

 Agreement completed.

2025-03-25 - 7:13:29 PM GMT



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 31, 2025  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Madison Cermak  
**PRESENTER:** Madison Cermak, Business Development & Communications Director  
**SUBJECT:** Consider Flex PACE letter of support for the financing of real estate purchase and construction at 107 6th Ave NW, for Vision Source Mandan

---

#### **STATEMENT/PURPOSE:**

Consider providing a letter of support to the Lewis and Clark Development Group for a loan to finance the real estate purchase and construction of a business located in Mandan, ND.

#### **BACKGROUND/ALTERNATIVES:**

Loan committees for revolving funds managed by the Lewis and Clark Development Group consider applications for repayable loans for the required 35% local share of an interest buydown. The Bank of North Dakota (BND) makes interest buydowns available through its PACE and Flex PACE programs. Documentation of community support is needed for each particular business or project. A letter from a city commission confirms that the project provides community benefit and has the support of the governing entity.

Vision Source Mandan is hoping to utilize the Bank of North Dakota's Flex PACE program to assist with the finance and construction of the recent expansion. The recent expansion of Vision Source has allowed their eyecare doctors to increase availability beyond three days a week, for greater patient volume and enhanced service capacity-in addition to being well-positioned for continued growth of staff members for better accommodation to the increasing patient demand.

The applicant is seeking to reduce the interest rate on a \$367,692.27 loan for permanent financing. Based on a sample BND buydown schedule, the required 35% community match is estimated at \$107,692.27.

#### **ATTACHMENTS:**

Subject: *Consider Flex PACE letter of support for financing of real estate purchase and construction for Vision Source Mandan*

Page 2 of 2

---

1. Commitment and Buydown
2. Vision Source Letter to City
3. City letter of support Vision Source- unsigned

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend the City Commissioners to provide a letter of support for an interest buydown for Vision Source Mandan to assist with the financing of real estate purchase and construction of the property at 107 6th Ave NW.

**SUGGESTED MOTION:**

I move to approve providing a letter of support for an interest buydown for Vision Source Mandan to assist with the financing of real estate purchase and construction of the property at 107 6th Ave NW.

## Financing Commitment

Dear City of Mandan:

BNC National Bank (the “Bank”) is pleased to provide you with the approved financing commitment to Lazy Eye Property LLC & Excellent Eyes PC.

---

### Financing Terms

---

<b>BORROWERS:</b>	Lazy Eye Property LLC and Excellent Eyes PC
<b>PURPOSE:</b>	Purchase of Commercial Real Estate and Construction/Renovation Costs
<b>AMOUNT:</b>	\$1,122,176
<b>PAYMENT:</b>	Monthly P&I Payments. Estimated at \$7,825/mo.
<b>BASE INTEREST RATE:</b>	6.75% fixed for 60 months and then repricing at the then 5 year FHLB +2.25% Floor: 6.00%
<b>AMORTIZATION:</b>	300 Months
<b>PREPAYMENT PENALTY:</b>	1% of loan amount if financed by another financial institution through the term of the loan
<b>Origination Fees:</b>	½% + Hard Costs
<b>SECURITY:</b>	1 <sup>st</sup> REM on the property located at 107 & 111 6 <sup>th</sup> Ave NW, Mandan, ND 58554 Assignment of Leases and Rents – 107 & 111 6 <sup>th</sup> Ave NW, Mandan, ND 58554
<b>GUARANTORS:</b>	1) Unlimited/Unsecured personal guarantees of Brittany & David Schauer



---

**Proposed Additional Terms and Conditions**

---

**Loan Agreement Covenants and Compliance:**

The Loan Agreement will provide covenants and conditions including, but not limited to, the following covenants. Compliance with all covenants and conditions will be mandatory prior to the final commitment, initial advance, and throughout the term of the loan unless waived in writing by the Bank.

Covenants
Constant: Annual financial statements within 120 days of FYE
Constant: Annual personal financial statement on guarantors, within one year of the date of the previous PFS.
Constant: Annual tax returns on Borrower and Guarantors, within 30-days of filing
Borrower (Excellent Eyes) is to maintain an EBITDAR cash flow coverage ratio of not less than 1.20 to 1.00, commencing with the fiscal year ending 12/31/2021 and measured at each fiscal year end thereafter. EBITDAR cash flow coverage shall mean the following: Net Income + Depreciation and Amortization Expense + Interest Expense + Income Tax Expense + Non-Cash Expenses + Rent Expense (Paid to Related Lazy Eye Properties) / Principal and Interest Payments.
Borrower (Lazy Eye Properties) is to maintain an EBITDA cash flow coverage ratio of not less than 1.20 to 1.00, commencing with the fiscal year ending 12/31/2021 and measured at each fiscal year end thereafter. EBITDA cash flow coverage shall mean the following: Net Income + Depreciation and Amortization Expense + Interest Expense + Income Tax Expense + Non-Cash Expenses / Principal and Interest Payments.

Please review the approved terms and let me know if you have any questions.

Sincerely,



Kyle Carr  
Sr. Business Banking Officer

## Exhibit A: Lazy Eye

LOAN NUMBER	
LOAN TYPE	Flex PACE
LEAD BANK	

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note. The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.

### Buydown Account Details

INTEREST BUYDOWN AMOUNT	\$307,692.27
BND BUYDOWN AMOUNT	\$200,000.00
COMMUNITY BUYDOWN AMT	\$107,692.27
PRESENT VALUE BND	\$179,041.95
PRESENT VALUE COMMUNITY	\$96,407.17
CREATED DATE	3/20/2025
PRINCIPAL	\$1,122,175.00
YIELD RATE	6.7500
BORROWING RATE	2.5000
AMORTIZATION	300
PAYMENT	\$7,823.00

Loan without buydown				
#	Payment	Principal	Interest	Balance
1	\$7,823.00	\$1,510.77	\$6,312.23	\$1,120,664.23
2	\$7,823.00	\$1,309.14	\$6,513.86	\$1,119,355.09
3	\$7,823.00	\$1,316.75	\$6,506.25	\$1,118,038.34
4	\$7,823.00	\$1,534.03	\$6,288.97	\$1,116,504.31
5	\$7,823.00	\$1,333.32	\$6,489.68	\$1,115,170.99
6	\$7,823.00	\$1,550.16	\$6,272.84	\$1,113,620.83
7	\$7,823.00	\$1,350.08	\$6,472.92	\$1,112,270.75
8	\$7,823.00	\$1,357.93	\$6,465.07	\$1,110,912.82
9	\$7,823.00	\$1,990.71	\$5,832.29	\$1,108,922.11
10	\$7,823.00	\$1,377.39	\$6,445.61	\$1,107,544.72
11	\$7,823.00	\$1,593.06	\$6,229.94	\$1,105,951.66
12	\$7,823.00	\$1,394.66	\$6,428.34	\$1,104,557.00
13	\$7,823.00	\$1,609.87	\$6,213.13	\$1,102,947.13
14	\$7,823.00	\$1,412.12	\$6,410.88	\$1,101,535.01
15	\$7,823.00	\$1,420.33	\$6,402.67	\$1,100,114.68
16	\$7,823.00	\$1,634.85	\$6,188.15	\$1,098,479.83
17	\$7,823.00	\$1,438.09	\$6,384.91	\$1,097,041.74
18	\$7,823.00	\$1,652.14	\$6,170.86	\$1,095,389.60
19	\$7,823.00	\$1,456.05	\$6,366.95	\$1,093,933.55
20	\$7,823.00	\$1,464.51	\$6,358.49	\$1,092,469.04

Loan with buydown				
#	Payment	Principal	Interest	Balance
1	\$3,848.63	\$1,510.77	\$2,337.86	\$1,120,664.23
2	\$3,721.68	\$1,309.14	\$2,412.54	\$1,119,355.09
3	\$3,726.47	\$1,316.75	\$2,409.72	\$1,118,038.34
4	\$3,863.28	\$1,534.03	\$2,329.25	\$1,116,504.31
5	\$3,736.91	\$1,333.32	\$2,403.59	\$1,115,170.99
6	\$3,873.43	\$1,550.16	\$2,323.27	\$1,113,620.83
7	\$3,747.46	\$1,350.08	\$2,397.38	\$1,112,270.75
8	\$3,752.40	\$1,357.93	\$2,394.47	\$1,110,912.82
9	\$4,150.82	\$1,990.71	\$2,160.11	\$1,108,922.11
10	\$3,764.65	\$1,377.39	\$2,387.26	\$1,107,544.72
11	\$3,900.45	\$1,593.06	\$2,307.39	\$1,105,951.66
12	\$3,775.53	\$1,394.66	\$2,380.87	\$1,104,557.00
13	\$3,911.03	\$1,609.87	\$2,301.16	\$1,102,947.13
14	\$3,786.52	\$1,412.12	\$2,374.40	\$1,101,535.01
15	\$3,791.69	\$1,420.33	\$2,371.36	\$1,100,114.68
16	\$3,926.76	\$1,634.85	\$2,291.91	\$1,098,479.83
17	\$3,802.87	\$1,438.09	\$2,364.78	\$1,097,041.74
18	\$3,937.64	\$1,652.14	\$2,285.50	\$1,095,389.60
19	\$3,814.18	\$1,456.05	\$2,358.13	\$1,093,933.55
20	\$3,819.51	\$1,464.51	\$2,355.00	\$1,092,469.04

Interest Buydown			
#	Int. Buydown	BND (65.00%)	Comm. (35.00%)
1	\$3,974.37	\$2,583.34	\$1,391.03
2	\$4,101.32	\$2,665.86	\$1,435.46
3	\$4,096.53	\$2,662.74	\$1,433.79
4	\$3,959.72	\$2,573.82	\$1,385.90
5	\$4,086.09	\$2,655.96	\$1,430.13
6	\$3,949.57	\$2,567.22	\$1,382.35
7	\$4,075.54	\$2,649.10	\$1,426.44
8	\$4,070.60	\$2,645.89	\$1,424.71
9	\$3,672.18	\$2,386.92	\$1,285.26
10	\$4,058.35	\$2,637.93	\$1,420.42
11	\$3,922.55	\$2,549.66	\$1,372.89
12	\$4,047.47	\$2,630.86	\$1,416.61
13	\$3,911.97	\$2,542.78	\$1,369.19
14	\$4,036.48	\$2,623.71	\$1,412.77
15	\$4,031.31	\$2,620.35	\$1,410.96
16	\$3,896.24	\$2,532.56	\$1,363.68
17	\$4,020.13	\$2,613.08	\$1,407.05
18	\$3,885.36	\$2,525.48	\$1,359.88
19	\$4,008.82	\$2,605.73	\$1,403.09
20	\$4,003.49	\$2,602.27	\$1,401.22

21	\$7,823.00	\$2,087.54	\$5,735.46	\$1,090,381.50
22	\$7,823.00	\$1,485.16	\$6,337.84	\$1,088,896.34
23	\$7,823.00	\$1,697.96	\$6,125.04	\$1,087,198.38
24	\$7,823.00	\$1,503.66	\$6,319.34	\$1,085,694.72
25	\$7,823.00	\$1,715.97	\$6,107.03	\$1,083,978.75
26	\$7,823.00	\$1,522.37	\$6,300.63	\$1,082,456.38
27	\$7,823.00	\$1,531.22	\$6,291.78	\$1,080,925.16
28	\$7,823.00	\$1,742.80	\$6,080.20	\$1,079,182.36
29	\$7,823.00	\$1,550.25	\$6,272.75	\$1,077,632.11
30	\$7,823.00	\$1,761.32	\$6,061.68	\$1,075,870.79
31	\$7,823.00	\$1,569.50	\$6,253.50	\$1,074,301.29
32	\$7,823.00	\$1,578.62	\$6,244.38	\$1,072,722.67
33	\$7,823.00	\$1,990.07	\$5,832.93	\$1,070,732.60
34	\$7,823.00	\$1,599.37	\$6,223.63	\$1,069,133.23
35	\$7,823.00	\$1,809.13	\$6,013.87	\$1,067,324.10
36	\$7,823.00	\$1,619.18	\$6,203.82	\$1,065,704.92
37	\$7,823.00	\$1,828.41	\$5,994.59	\$1,063,876.51
38	\$7,823.00	\$1,639.22	\$6,183.78	\$1,062,237.29
39	\$7,823.00	\$1,648.75	\$6,174.25	\$1,060,588.54
40	\$7,823.00	\$1,857.19	\$5,965.81	\$1,058,731.35
41	\$7,823.00	\$1,669.12	\$6,153.88	\$1,057,062.23
42	\$7,823.00	\$1,877.02	\$5,945.98	\$1,055,185.21
43	\$7,823.00	\$1,689.74	\$6,133.26	\$1,053,495.47
44	\$7,823.00	\$1,699.56	\$6,123.44	\$1,051,795.91
45	\$7,823.00	\$2,301.07	\$5,521.93	\$1,049,494.84
46	\$7,823.00	\$1,722.81	\$6,100.19	\$1,047,772.03
47	\$7,823.00	\$1,929.28	\$5,893.72	\$1,045,842.75
48	\$7,823.00	\$1,744.04	\$6,078.96	\$1,044,098.71
49	\$7,823.00	\$1,949.94	\$5,873.06	\$1,042,148.77
50	\$7,823.00	\$1,765.51	\$6,057.49	\$1,040,383.26
51	\$7,823.00	\$1,775.77	\$6,047.23	\$1,038,607.49
52	\$7,823.00	\$1,980.83	\$5,842.17	\$1,036,626.66
53	\$7,823.00	\$1,797.61	\$6,025.39	\$1,034,829.05
54	\$7,823.00	\$2,002.09	\$5,820.91	\$1,032,826.96
55	\$7,823.00	\$1,819.69	\$6,003.31	\$1,031,007.27
56	\$7,823.00	\$1,830.27	\$5,992.73	\$1,029,177.00
57	\$7,823.00	\$2,419.82	\$5,403.18	\$1,026,757.18
58	\$7,823.00	\$1,854.97	\$5,968.03	\$1,024,902.21
59	\$7,823.00	\$2,057.93	\$5,765.07	\$1,022,844.28
60	\$7,823.00	\$1,877.72	\$5,945.28	\$1,020,966.56
61	\$7,823.00	\$2,080.06	\$5,742.94	\$1,018,886.50
62	\$7,823.00	\$1,900.72	\$5,922.28	\$1,016,985.78
63	\$7,823.00	\$1,911.77	\$5,911.23	\$1,015,074.01
64	\$7,823.00	\$2,113.21	\$5,709.79	\$1,012,960.80
65	\$7,823.00	\$1,935.17	\$5,887.83	\$1,011,025.63
66	\$7,823.00	\$2,135.98	\$5,687.02	\$1,008,889.65
67	\$7,823.00	\$1,958.83	\$5,864.17	\$1,006,930.82
68	\$7,823.00	\$1,970.21	\$5,852.79	\$1,004,960.61
69	\$7,823.00	\$2,546.96	\$5,276.04	\$1,002,413.65
70	\$7,823.00	\$1,996.47	\$5,826.53	\$1,000,417.18
71	\$7,823.00	\$2,195.65	\$5,627.35	\$998,221.53

21	\$4,211.78	\$2,087.54	\$2,124.24	\$1,090,381.50
22	\$3,832.51	\$1,485.16	\$2,347.35	\$1,088,896.34
23	\$3,966.49	\$1,697.96	\$2,268.53	\$1,087,198.38
24	\$3,844.16	\$1,503.66	\$2,340.50	\$1,085,694.72
25	\$3,977.83	\$1,715.97	\$2,261.86	\$1,083,978.75
26	\$3,855.94	\$1,522.37	\$2,333.57	\$1,082,456.38
27	\$3,861.51	\$1,531.22	\$2,330.29	\$1,080,925.16
28	\$3,994.73	\$1,742.80	\$2,251.93	\$1,079,182.36
29	\$3,873.49	\$1,550.25	\$2,323.24	\$1,077,632.11
30	\$4,006.39	\$1,761.32	\$2,245.07	\$1,075,870.79
31	\$3,885.61	\$1,569.50	\$2,316.11	\$1,074,301.29
32	\$3,891.35	\$1,578.62	\$2,312.73	\$1,072,722.67
33	\$4,150.41	\$1,990.07	\$2,160.34	\$1,070,732.60
34	\$3,904.42	\$1,599.37	\$2,305.05	\$1,069,133.23
35	\$4,036.49	\$1,809.13	\$2,227.36	\$1,067,324.10
36	\$3,916.89	\$1,619.18	\$2,297.71	\$1,065,704.92
37	\$4,048.63	\$1,828.41	\$2,220.22	\$1,063,876.51
38	\$3,929.51	\$1,639.22	\$2,290.29	\$1,062,237.29
39	\$3,935.51	\$1,648.75	\$2,286.76	\$1,060,588.54
40	\$4,066.75	\$1,857.19	\$2,209.56	\$1,058,731.35
41	\$3,948.33	\$1,669.12	\$2,279.21	\$1,057,062.23
42	\$4,079.23	\$1,877.02	\$2,202.21	\$1,055,185.21
43	\$3,961.32	\$1,689.74	\$2,271.58	\$1,053,495.47
44	\$3,967.50	\$1,699.56	\$2,267.94	\$1,051,795.91
45	\$4,346.23	\$2,301.07	\$2,045.16	\$1,049,494.84
46	\$3,982.14	\$1,722.81	\$2,259.33	\$1,047,772.03
47	\$4,112.14	\$1,929.28	\$2,182.86	\$1,045,842.75
48	\$3,995.51	\$1,744.04	\$2,251.47	\$1,044,098.71
49	\$4,125.15	\$1,949.94	\$2,175.21	\$1,042,148.77
50	\$4,009.02	\$1,765.51	\$2,243.51	\$1,040,383.26
51	\$4,015.48	\$1,775.77	\$2,239.71	\$1,038,607.49
52	\$4,144.60	\$1,980.83	\$2,163.77	\$1,036,626.66
53	\$4,029.24	\$1,797.61	\$2,231.63	\$1,034,829.05
54	\$4,157.98	\$2,002.09	\$2,155.89	\$1,032,826.96
55	\$4,043.14	\$1,819.69	\$2,223.45	\$1,031,007.27
56	\$4,049.80	\$1,830.27	\$2,219.53	\$1,029,177.00
57	\$4,421.00	\$2,419.82	\$2,001.18	\$1,026,757.18
58	\$4,065.35	\$1,854.97	\$2,210.38	\$1,024,902.21
59	\$4,193.14	\$2,057.93	\$2,135.21	\$1,022,844.28
60	\$4,079.68	\$1,877.72	\$2,201.96	\$1,020,966.56
61	\$4,207.07	\$2,080.06	\$2,127.01	\$1,018,886.50
62	\$4,094.16	\$1,900.72	\$2,193.44	\$1,016,985.78
63	\$4,101.11	\$1,911.77	\$2,189.34	\$1,015,074.01
64	\$4,227.95	\$2,113.21	\$2,114.74	\$1,012,960.80
65	\$4,115.85	\$1,935.17	\$2,180.68	\$1,011,025.63
66	\$4,242.28	\$2,135.98	\$2,106.30	\$1,008,889.65
67	\$4,130.74	\$1,958.83	\$2,171.91	\$1,006,930.82
68	\$4,137.91	\$1,970.21	\$2,167.70	\$1,004,960.61
69	\$4,501.05	\$2,546.96	\$1,954.09	\$1,002,413.65
70	\$4,154.44	\$1,996.47	\$2,157.97	\$1,000,417.18
71	\$4,279.85	\$2,195.65	\$2,084.20	\$998,221.53

21	\$3,611.22	\$2,347.29	\$1,263.93
22	\$3,990.49	\$2,593.82	\$1,396.67
23	\$3,856.51	\$2,506.73	\$1,349.78
24	\$3,978.84	\$2,586.25	\$1,392.59
25	\$3,845.17	\$2,499.36	\$1,345.81
26	\$3,967.06	\$2,578.59	\$1,388.47
27	\$3,961.49	\$2,574.97	\$1,386.52
28	\$3,828.27	\$2,488.38	\$1,339.89
29	\$3,949.51	\$2,567.18	\$1,382.33
30	\$3,816.61	\$2,480.80	\$1,335.81
31	\$3,937.39	\$2,559.30	\$1,378.09
32	\$3,931.65	\$2,555.57	\$1,376.08
33	\$3,672.59	\$2,387.18	\$1,285.41
34	\$3,918.58	\$2,547.08	\$1,371.50
35	\$3,786.51	\$2,461.23	\$1,325.28
36	\$3,906.11	\$2,538.97	\$1,367.14
37	\$3,774.37	\$2,453.34	\$1,321.03
38	\$3,893.49	\$2,530.77	\$1,362.72
39	\$3,887.49	\$2,526.87	\$1,360.62
40	\$3,756.25	\$2,441.56	\$1,314.69
41	\$3,874.67	\$2,518.54	\$1,356.13
42	\$3,743.77	\$2,433.45	\$1,310.32
43	\$3,861.68	\$2,510.09	\$1,351.59
44	\$3,855.50	\$2,506.08	\$1,349.42
45	\$3,476.77	\$2,259.90	\$1,216.87
46	\$3,840.86	\$2,496.56	\$1,344.30
47	\$3,710.86	\$2,412.06	\$1,298.80
48	\$3,827.49	\$2,487.87	\$1,339.62
49	\$3,697.85	\$2,403.60	\$1,294.25
50	\$3,813.98	\$2,479.09	\$1,334.89
51	\$3,807.52	\$2,474.89	\$1,332.63
52	\$3,678.40	\$2,390.96	\$1,287.44
53	\$3,793.76	\$2,465.94	\$1,327.82
54	\$3,665.02	\$2,382.26	\$1,282.76
55	\$3,779.86	\$2,456.91	\$1,322.95
56	\$3,773.20	\$2,452.58	\$1,320.62
57	\$3,402.00	\$2,211.30	\$1,190.70
58	\$3,757.65	\$2,442.47	\$1,315.18
59	\$3,629.86	\$2,359.41	\$1,270.45
60	\$3,743.32	\$2,433.16	\$1,310.16
61	\$3,615.93	\$2,350.35	\$1,265.58
62	\$3,728.84	\$2,423.75	\$1,305.09
63	\$3,721.89	\$2,419.23	\$1,302.66
64	\$3,595.05	\$2,336.78	\$1,258.27
65	\$3,707.15	\$2,409.65	\$1,297.50
66	\$3,580.72	\$2,327.47	\$1,253.25
67	\$3,692.26	\$2,399.97	\$1,292.29
68	\$3,685.09	\$2,395.31	\$1,289.78
69	\$3,321.95	\$2,159.27	\$1,162.68
70	\$3,668.56	\$2,384.56	\$1,284.00
71	\$3,543.15	\$2,303.05	\$1,240.10

72	\$7,823.00	\$2,020.84	\$5,802.16	\$996,200.69
73	\$7,823.00	\$2,219.37	\$5,603.63	\$993,981.32
74	\$7,823.00	\$2,045.48	\$5,777.52	\$991,935.84
75	\$7,823.00	\$2,057.37	\$5,765.63	\$989,878.47
76	\$7,823.00	\$2,254.93	\$5,568.07	\$987,623.54
77	\$7,823.00	\$2,082.44	\$5,740.56	\$985,541.10
78	\$7,823.00	\$2,279.33	\$5,543.67	\$983,261.77
79	\$7,823.00	\$2,107.79	\$5,715.21	\$981,153.98
80	\$7,823.00	\$2,120.04	\$5,702.96	\$979,033.94
81	\$7,823.00	\$2,499.50	\$5,323.50	\$976,534.44
82	\$7,823.00	\$2,146.89	\$5,676.11	\$974,387.55
	\$641,486.00	\$147,787.45	\$493,698.55	

72	\$4,169.79	\$2,020.84	\$2,148.95	\$996,200.69
73	\$4,294.79	\$2,219.37	\$2,075.42	\$993,981.32
74	\$4,185.30	\$2,045.48	\$2,139.82	\$991,935.84
75	\$4,192.79	\$2,057.37	\$2,135.42	\$989,878.47
76	\$4,317.18	\$2,254.93	\$2,062.25	\$987,623.54
77	\$4,208.57	\$2,082.44	\$2,126.13	\$985,541.10
78	\$4,332.54	\$2,279.33	\$2,053.21	\$983,261.77
79	\$4,224.53	\$2,107.79	\$2,116.74	\$981,153.98
80	\$4,232.25	\$2,120.04	\$2,112.21	\$979,033.94
81	\$4,471.17	\$2,499.50	\$1,971.67	\$976,534.44
82	\$4,249.15	\$2,146.89	\$2,102.26	\$974,387.55
	\$330,638.76	\$147,787.45	\$182,851.31	

72	\$3,653.21	\$2,374.59	\$1,278.62
73	\$3,528.21	\$2,293.34	\$1,234.87
74	\$3,637.70	\$2,364.50	\$1,273.20
75	\$3,630.21	\$2,359.64	\$1,270.57
76	\$3,505.82	\$2,278.78	\$1,227.04
77	\$3,614.43	\$2,349.38	\$1,265.05
78	\$3,490.46	\$2,268.80	\$1,221.66
79	\$3,598.47	\$2,339.01	\$1,259.46
80	\$3,590.75	\$2,333.99	\$1,256.76
81	\$3,351.83	\$2,178.69	\$1,173.14
82	\$418.88	\$272.27	\$146.61
	\$307,692.27	\$200,000.00	\$107,692.27

## **Vision Source of Mandan**

107 6th Ave. NW  
Mandan, ND 58554

### **Description**

Dr. Brittany Schauer is the sole owner of Excellent Eyes PC, which operates as Vision Source of Mandan. The real estate for the practice is held by Lazy Eye Property LLC, a separate entity owned 50/50 by Dr. Schauer and her husband, David Schauer.

Vision Source of Mandan provides comprehensive eye care services, as well as high-quality lenses and frames, serving Mandan and the surrounding communities. Dr. Schauer acquired the practice in 2014 and, in 2023, purchased the property where Vision Source operates for \$800,000. Following the acquisition, she initiated a 2,000 sq. ft. expansion and renovations with Missouri River Contracting. The construction was completed in 2025 and total project costs totaled \$2.25MM, enhancing the facility's capacity and operational efficiency.

### **Financing**

In 2023, BNC approved \$2.11 million in financing for Lazy Eye Property LLC and Excellent Eyes PC to fund the real estate purchase and construction costs. The financing structure includes Dakota Business Lending and the SBA 504 program, with BNC retaining \$1,122,176 of the loan. Additionally, BNC is exploring participation in the BND Flex Pace Interest Buydown Program to further support the project.

### **Business Operations**

Over the past several years, Vision Source of Mandan has consistently generated approximately \$2 million in annual revenue. With the expansion now complete, all three doctors can increase their availability beyond three days a week, allowing for greater patient volume and enhanced service capacity. The practice, which currently employs 15 staff members, is now well-positioned for continued growth, with the ability to expand its team and accommodate increasing patient demand.



April 1, 2025

Lewis & Clark Development Group Loan Committee:

Please accept this letter as evidence of support by the Mandan City Commission for a loan to Vision Source of Mandan for the community share of a proposed interest buydown through the Bank of North Dakota Flex PACE program.

The City of Mandan relies on LCDG revolving loan funds to fill gaps and leverage private financing needed by new and expanding businesses. The City of Mandan's Growth Fund has a low balance of uncommitted funds. We are reserving these funds for economic and community projects that require a forgivable or no-interest loan. We therefore ask that you favorably consider the application to assist with the funding of real estate purchase and construction costs.

The recent expansion of Vision Source has allowed their eyecare doctors to increase availability beyond three days a week, for greater patient volume and enhanced service capacity- in addition to being well-positioned for continued growth of staff members for better accommodation to the increasing patient demand.

The applicant is seeking to reduce the interest rate on a \$367,692.27 loan for permanent financing. Based on a sample BND buydown schedule, the required 35% community match is estimated at \$107,692.27.

The Mandan City Commission supports the use of the N.D. Opportunity Fund or other revolving loan funds managed by the LCDG to cover the local share of a Flex PACE interest buydown.

We appreciate your consideration of this request.

Sincerely,

City of Mandan

James Froelich Mayor



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 17, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider driveway width variance request for 1207 1st Street SW

---

#### **STATEMENT/PURPOSE:**

To consider a variance to allow a wider than 36 foot driveway

#### **BACKGROUND/ALTERNATIVES:**

Scott Wiese recently completed the construction of a house in South West Mandan. This house has many garage doors. Scott requested that the engineering department grant a variance on the need for a "wider apron for navigating turns in with long-wheel base vintage vehicles that are low to the ground and will need to traverse the entrance at wide angle to avoid scraping." The engineering department denied the initial request of 96 feet. Scott is now asking for 72 feet. The north apron would be 22 feet wide and the west apron would be 50 feet wide. The max allowable driveway width for a residential property is currently one or two driveways totaling 36 feet.

Below are the variance requirements that we consider for such requests under section 105-1-12 of city code.

#### **1. Variances.**

- a. On appeal from an order, requirement, decision or determination made by an administrative official, the board of adjustment may vary or adjust the strict application of any of the requirements of this chapter in the case of an exceptionally irregular, narrow, shallow or steep lot or other exceptional physical or topographical condition, by reason of which the strict application of the provisions of the chapter would result in unnecessary hardship that would deprive the owner of a reasonable use of the land or building involved, but in no other case.
- b. No adjustment in the strict application of any provisions of this chapter shall be granted by the board of adjustment unless it finds that:



1. There are special circumstances or conditions, fully described in the findings of the board, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or building, and do not apply generally to land or buildings in the neighborhood, and have not resulted from any act of the applicant taken subsequent to the adoption of this chapter, whether in violation of the provisions of the chapter, or not;
2. For reasons fully set forth in the findings of the board, the circumstances or conditions so found are such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of said land or building, and the granting of the variance is necessary for the reasonable use of the land or building, and that the variance as granted by the board is the minimum variance that will accomplish the relief sought by the applicant;
3. The grant of the variance will be in harmony with the general purposes and intent of this chapter, and not be injurious to the neighborhood or otherwise detrimental to the public welfare.

**ATTACHMENTS:**

1. Application
2. Image

**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item.

**STAFF IMPACT:**

Minimal.

**LEGAL REVIEW:**

All items have been made available to the city attorney for review.

**RECOMMENDATION:**

To review the variance request and consider the applicant's statement of hardship.

**SUGGESTED MOTION:**

I move to:

- Approve the request, finding the statement of hardship to be justifiable

City Commission

Agenda Documentation

April 1, 2025

Subject: Consider driveway width variance request for 1207 1st Street SW

Page 3 of 3

---

- Deny the request as submitted
- Approve a reduced form of the request, contingent on the Engineering Department's approval

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 <sup>nd</sup> & subsequent resubmittal (\$50)
<input checked="" type="checkbox"/> Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary) <i>totaling 72' I would like IN Lieu of 2 36' Foot aprons totaling 72' to do one 28' and one 50'</i>	

Engineer/Surveyor			Property Owner or Applicant		
Name			Name <i>Scott Wiese</i>		
Address			Address <i>1207 1<sup>st</sup> St. S.W.</i>		
City	State	Zip	City	State	Zip
			<i>MANDAN</i>	<i>ND</i>	<i>58554</i>
email			email		
Phone			Phone		
			<i>701-220-0509</i>		
Fax			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			
<i>1207 1<sup>st</sup> St. S.W.</i>				<i>Riverside 2<sup>nd</sup> Addition</i>		
Current Use				<i>Lot 1 Block 1</i>		
Proposed Use						
				Section <i>28</i>	Township <i>139</i>	Range <i>81</i>
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking

Print Name <i>Scott Wiese</i>	Signature <i>[Signature]</i>	Date <i>3-14-25</i>
----------------------------------	---------------------------------	------------------------

Office Use Only			
Date Received: <i>3-14-2025</i>	Initials: <i>nm</i>	Fees Paid: \$ <i>250</i>	Date: <i>3-14-2025</i>
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			





## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 18, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider Task Order for Construction Oversight of the Rapid Rectangular Flashing Beacon Project

---

#### **STATEMENT/PURPOSE:**

To consider and possibly amend an agreement with Moore Engineering for construction engineering services for the 2024 Rectangular Rapid Flashing Beacon Installations (RRFB).

#### **BACKGROUND/ALTERNATIVES:**

The NDDOT is funding the installation of 4 RRFB pedestrian crossings in Mandan. The project was bid on March 21st. Construction is expected to take place this summer. In order to meeting federal funding requirements, the project will require full time inspection and DOT paperwork.

Moore Engineering prepared plans and specifications for the RRFB installation. They have prepared a task order amendment to provide construction engineering services.

#### **ATTACHMENTS:**

1. Amendment 2

#### **FISCAL IMPACT:**

The task order for construction engineering services is \$98,230. 3/4 of this would be paid through sales tax, with the remaining special assessed to the benefiting properties for the non-eligible items.

#### **STAFF IMPACT:**

Moderate time and effort working alongside Moore Engineering on this project.

#### **LEGAL REVIEW:**

All commission documents have been forwarded to the City Attorney for review.

**RECOMMENDATION:**

Approve Task Order No. 4 Amendment 2 with Moore Engineering for construction engineering services for the 2024 RRFB Installations project.

**SUGGESTED MOTION:**

I move to approve Task Order No. 4 Amendment 2 with Moore Engineering for construction engineering services for the 2024 RRFB Installations project.

## **Amendment No. 2 To Task Order No. 4**

---

### **1. Background Data:**

- A. Effective Date of Task Order: March 5, 2024
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: 2024 Rectangular Rapid Flashing Beacon Installations

### **2. Description of Modifications**

Added Phase: Work activities to advance into the subsequent construction phase of the project.

- A. Engineer shall perform the following Additional Services:  
The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
  - 1. Construction Phase Services (Exhibit A, Paragraph A1.05)
  - 2. Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
  - 3. Resident Project Representative (RPR) Services (Exhibit D)
  - 4. The following summary comprises the basis of Engineer's compensation:
    - a. Construction is anticipated to last 4 weeks. It is expected to begin in the middle of summer 2025, and must be completed by October 18, 2025. Contractor is expected to work intermittently 5 days per week. Engineer's Exhibit D budgeted hours are for one full-time RPR based on 60 hours per week during this 4-week timeframe.
    - b. Engineer's services are included for one prime construction contract. If it becomes apparent that Engineer's services related to A1.05, A1.06 or Exhibit D will require more time than anticipated, Engineer will notify Owner and prepare a subsequent Task Order Amendment.
    - c. Construction surveys and staking will include:
      - 1) Establish control benchmarks (1 mobilization)
      - 2) Stake construction limits (1 mobilization)
      - 3) Stake Erosion Control (1 mobilization)
      - 4) Stake concrete ramps and HMA paving (2 mobilizations)



- 5) Prepare quantity reports as needed for surveyed quantity pay items.
  - d. Construction contract administration
    - 1) Project Manager contract administration, assigning personnel, budgets/invoicing, QC/QA
    - 2) Pre-construction meetings (1 meeting)
    - 3) NDDOT CARS input and management
    - 4) Site visits (1 per week)
  - e. Engineer's compensation includes a limited amount of time to assist Owner and Contractor with minor Work Change Directives and Change Orders that do not require re-design or otherwise modifying the Contract Documents. If a significant change is requested that entails modifications to the Contract Documents, Engineer will proceed with Additional Services in accordance with A2.01.B.1 of the Agreement.
- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: see "Added Phase" above.
- C. The responsibilities of Owner with respect to the Task Order are modified as follows:
- City of Mandan will attend the pre-construction meeting, provide information as requested from Moore, and attend project final walk-through.
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$98,230.00. Part 6.A of the Task Order is modified as follows:
- |                    |                 |                |                |
|--------------------|-----------------|----------------|----------------|
| Construction Phase | <u>\$98,230</u> | <del>\$0</del> | Standard Rates |
|--------------------|-----------------|----------------|----------------|
- E. The schedule for rendering services under this Task Order is modified as follows: due to changes requested, the anticipated final close-out date is February 15, 2026.
- F. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A
- G. Attachments: Work Breakdown Structure (tasks and hours)

### 3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$80,300
B.	Net change for prior amendments:	\$69,585
C.	This amendment amount:	\$98,230
D.	Adjusted Task Order amount:	\$248,115

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.

**4. Consultants retained as of the Effective Date of this Amendment:**

- a. Terracon (Material Testing)

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 1, 2025.

**OWNER: City of Mandan**

**ENGINEER: Moore Engineering, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: James A. Froelich

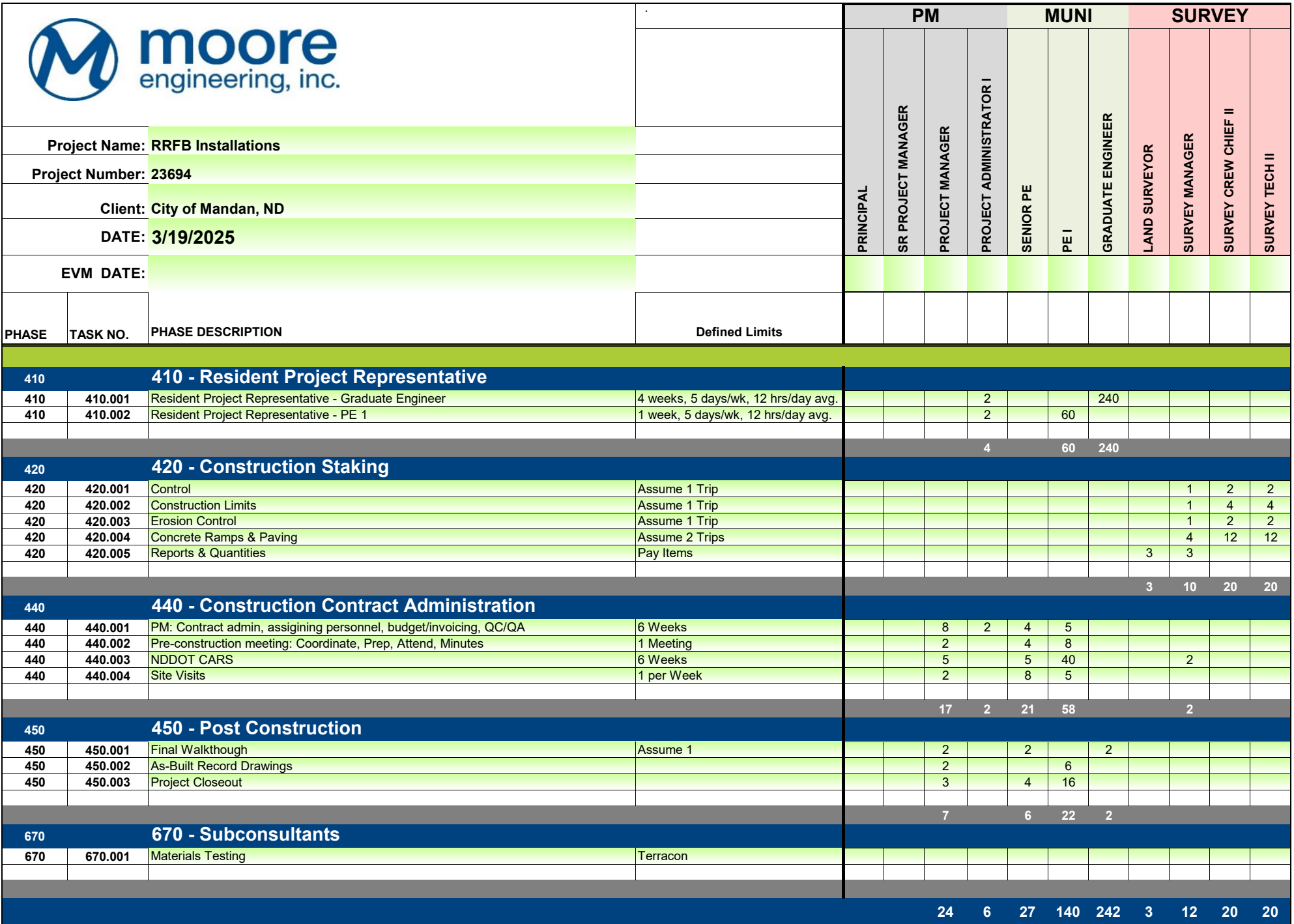
Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_



\\mooreengineeringinc.com\root\Projects\Projects\23000\23600\23694 MandanND 2024 RRFBImp(HSIP\_PCN24054)\002-Bid and Proposal\02-Engineering Agreement (Rp)\Amendment 2\23694\_WBS\_Agreemen



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider a Task Order Amendment to include construction oversight of the 2025 Reconstruction Project - Monte Drive

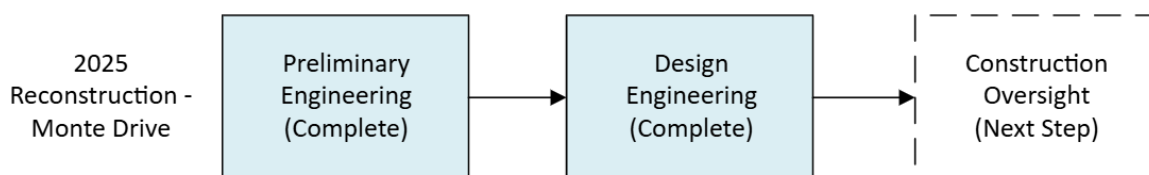
#### **STATEMENT/PURPOSE:**

To consider Task Order 5 Amendment 2 for Construction Engineering for the Mandan 2025 Street and Water Reconstruction Project (Water and Sewer District 65).

#### **BACKGROUND/ALTERNATIVES:**

Bids were received on March 18th for the construction of 2025 Street and Water Reconstruction Project. Construction will include over 25 blocks of water main installation, installation of a pressure release valve vault, sanitary sewer rehabilitation, and restoration.

Moore Engineering has submitted a task order amendment to provide full-time inspection, construction contract administration, staking, and post-construction engineering services for the project. This is an expected amendment and has been considered during the project and assessment estimate process.



#### **ATTACHMENTS:**

1. Task Order 5 - Amendment 2

**FISCAL IMPACT:**

The engineering task order is for \$625,000. The City has applied for 60% funding for eligible items from the Department of Water Resources.

**STAFF IMPACT:**

Significant time and effort working alongside Moore Engineering on this project.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Approve Task Order 5 Amendment 2 for Construction Engineering Services on the Mandan 2025 Street and Water Reconstruction Project.

**SUGGESTED MOTION:**

I move to approve the amendment to Task Order 5, as presented.

---

**Amendment No. 2 To Task Order No. 5**

---

**1. Background Data:**

- A. Effective Date of Task Order: May 7, 2024
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project: 2025 Street and Water Improvements (W&S Imp District 65)

**2. Description of Modifications**

- A. The purpose of this Amendment is to add Construction Engineering services and project inspection to the Task Order. Engineer shall perform Additional Services (and related terms and conditions) set forth in the sections of Exhibit A and Exhibit D listed below, as attached to the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 ("Agreement"), such sections being hereby incorporated by reference.
  - 1. Construction Phase Services (Exhibit A, Paragraph A1.05)
  - 2. Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
  - 3. Resident Project Representative (RPR) Services (Exhibit D)
  - 4. The following summary comprises the basis of Engineer's compensation:
    - a. Construction is anticipated to last 28 weeks, beginning May 19, 2025, and to be substantially complete by June 26, 2026, and that Contractor will work 5 days per week. Schedule assumes May 19, 2025 through October 31, 2025 and 4 weeks of construction in 2026. Engineer's Exhibit D budgeted hours are for two full-time RPRs based on 55 hours per week during this timeframe.
    - b. AE2S will be retained as a Subconsultant to provide inspection support for PRV vault installation and start up.
    - c. If it becomes apparent that Engineer's services related to A1.05, A1.06 or Exhibit D will require more time than anticipated, Engineer shall notify Owner and prepare a subsequent Task Order Amendment.
    - d. Construction surveys and staking will include:
      - 1) Establish benchmarks (2 mobilizations)
      - 2) Stake sanitary sewer main and manholes (3 mobilizations)
      - 3) Stake watermain and appurtenances (6 mobilizations)
      - 4) Stake curb realignments at Boundary/6<sup>th</sup> and 6<sup>th</sup>/11<sup>th</sup> (1 mobilization)

- 5) Coordinate and check grading surface with contractor (1 mobilization)
- e. Engineer's compensation includes a limited amount of time to assist Owner and Contractor with minor Work Change Directives and Change Orders that do not require re-design or otherwise modifying the Contract Documents. If a significant change is requested that entails modifications to the Contract Documents, Engineer will proceed with Additional Services in accordance with A2.01.B.1 of the Agreement.
- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- C. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **\$625,000** (items 1.g-1.i below). Part 6.A of the Task Order is modified as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase	\$111,590	Hourly, Standard Rates
b. Preliminary Design Phase (30%)	\$66,330	Hourly, Standard Rates
c. Special Assessment District Phase Services	\$18,630	Hourly, Standard Rates
d. Transportation Phase Services	\$27,085	Hourly, Standard Rates
e. Final Design Phase Services	\$467,240	Hourly, Standard Rates
f. Bidding or Negotiating Phase	\$17,465	Hourly, Standard Rates
g. Construction Phase *	\$279,000	Hourly, Standard Rates
h. Resident Project Representative Services *	\$320,500	Hourly, Standard Rates
i. Post-Construction Phase	\$25,500	Hourly, Standard Rates
<b>TOTAL COMPENSATION</b>	<b>\$1,333,340</b>	
2. Additional Services (Part 2 of Exhibit A)	TBD	Hourly, Standard Rates

\*Based on the construction period outlined above.

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



### 3. Task Order Summary (Reference only)

A.	Original Task Order amount:	\$223,635
B.	Net change for prior amendments:	\$484,705
C.	This amendment amount:	\$625,000
D.	Adjusted Task Order amount:	\$1,333,340

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 1, 2025.

OWNER: **City of Mandan**

ENGINEER: **Moore Engineering, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carl Jackson, PE

Title: \_\_\_\_\_

Title: Market Leader

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_



<div>Project Name: Mandan 2025 Street and Water Improvements</div> <div>Project Number: 24080</div> <div>Client: City of Mandan</div> <div>DATE: 4/1/2025</div>				TASK HOURS TOTAL	PROJECT MANAGER	SENIOR PE	SR GIS COORDINATOR	PROJECT ENGINEER	SR CONST ENGINEER/SPECIALIST	CONST ENGINEER/SPECIALIST II	GRADUATE ENGINEER	ENGINEERING DESIGNER II	ENGINEERING TECH I	SURVEY MANAGER	SURVEY CREW CHIEF II	SURVEY TECH III	MARKETING SPECIALIST III
PHASE	TASK NO.	PHASE DESCRIPTION	Defined Limits														
410 - Resident Project Representative																	
410	410.001	Resident Project Representative - RPR #1	Full time RPRs for 140 days - 11 hour days (28 weeks, 5 days a week)	1540.00									1540				
410	410.002	Resident Project Representative - RPR #2	Full time RPRs for 140 days - 11 hour days (28 weeks, 5 days a week)	1540.00									1540				
410	410.003	Resident Project Representative - Sr. Construction Engineer	40 hours total across the project	40.00					40								
410	410.004	PRV vault inspection support	AE2S to assist with plan questions, inspection, and startup					4	8				8				
410	410.005	PRV vault inspection and start up coordination	4 site visits	28.00	4	4		4	8				8				
				3148.00	4	4		4	48				3088				
420 - Construction Staking																	
420	420.001	Field Stake Water Main and Hydrants	Assume 6 trips	57.00				3						6	24	24	
420	420.002	Field Stake Sanitary Sewer Mains and Manholes	Assume 3 trips	29.00				2						3	12	12	
420	420.003	Field Stake Benchmarks	Assume 2 trips	20.00				2						2	8	8	
420	420.004	Prepare surface and coordinate with contractor for grading	Assume 2 trips	20.00				2						2	8	8	
420	420.005	Field stake curb realignment	Boundary/6th and 6th/11th - Assume 1 trip	19.00				1						2	8	8	
				145.00				10						15	60	60	
440 - Construction Contract Administration																	
440	440.001	Preconstruction meeting - attendance, notes, and minutes	1 In-Person meeting (PM, Engineer, RPR)	16.00	6			6		4							
440	440.002	Review submittals		26.00	2	8		12		4							
440	440.003	Project management - daily coordination, invoicing, owner communication, internal communication	28 weeks - 8 hours/week	224.00	224												
440	440.004	Contract Administration - daily contractor and RPR communication, owner communication, quantities, project updates	28 weeks - 10 hours/week	420.00				280			140						
440	440.005	Weekly construction meetings - agenda, minutes, and follow up	1/week for 28 weeks (PM, Engineer, RPR)	84.00	28			28					28				
440	440.006	Pay applications	1/month for 7 months	35.00				21			14						
440	440.007	Funding reimbursement requests	1/month for 7 months	35.00				21			14						
440	440.008	Attend commission meetings and prepare agendas	Assume 7	21.00	21												
440	440.009	Site visits - General	1/week for engineer, 1/month for PM	252.00	28			112			112						
440	440.010	Site visits - Special trips to review issues	Assume 7	56.00	14	14		14			14						
440	440.010	Bi-weekly project update flyers	Assume 14	63.00				28			7						28
440	440.011	Coordination with utility companies (Gas, electric, communications)		12.00	4			8									
440	440.012	Review sanitary sewer televising - recommend spot repairs, evaluate condition		54.00	6	8		40									
440	440.013	Contractor change order requests - review, recommendation to the city	Assume 10	60.00	20			40									
440	440.014	Requests from City for Change Orders - give options, estimate cost, mapping, and recommendations	Assume 5	35.00	15			20									
				1393.00	368	30		630		8	301		28				28
450 - Post Construction																	
450	450.001	Record Drawings		38.00	2			16				20					
450	450.002	Send City linework for GIS		12.00			4	8									
450	450.003	Substantial completion paperwork and walk through		20.00	8			12									
450	450.004	Punch list and verification		20.00	4			8			8						
450	450.005	Final completion paperwork		8.00	4			4									
450	450.006	DWR and DWSRF project closeout		18.00	2			8			8						
450	450.007	Special Assessment support services	Assume 25 hours	25.00	5			20									
				141.00	25		4	76			16	20					
					397	34	4	720	48	8	317	20	3,116	15	60	60	28



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Shane O'Keefe  
**PRESENTER:** Shane O'Keefe, Public Works Director  
Jarek Wigness, City Engineer  
**SUBJECT:** Consider a 2025 budget amendment for the Tree Inventory project

---

#### **STATEMENT/PURPOSE:**

To consider and possibly approve a budget amendment to complete a tree inventory effort.

#### **BACKGROUND/ALTERNATIVES:**

The City applies to two annual \$10,000 grant programs that highly reward applicants that have a completed tree inventory. On top of that, a tree inventory would streamline recurring processes across several City departments. City staff estimate that there are just under 10,000 trees that need to be identified, and an inventory would likely cost about \$6 per tree. If approved, the City would try to get this effort completed this year.

#### **ATTACHMENTS:**

None

#### **FISCAL IMPACT:**

The estimated cost of an inventory is \$60,000. This would be paid of the City's sales tax fund. If the inventory turned each application from rejection into an award, the City would see a return on investment in about 3 years.

#### **STAFF IMPACT:**

Moderate effort coordinating with tree inventory teams.

#### **LEGAL REVIEW:**

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

**RECOMMENDATION:**

To approve the budget amendment to complete a tree inventory.

**SUGGESTED MOTION:**

I move to authorize a 2025 budget amendment of \$60,000 out of the City's sales tax fund to complete a tree inventory.



## City Commission

### Agenda Documentation

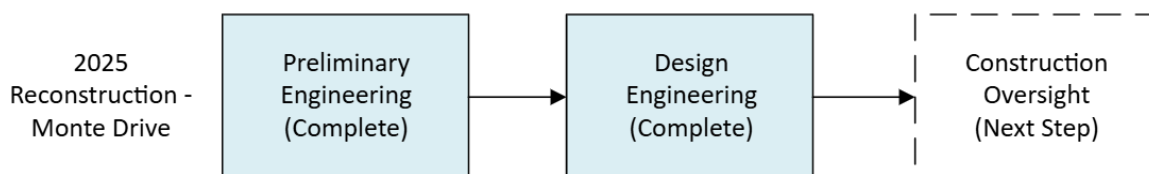
**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 27, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider Amendment to add construction oversight for the WTP Phase III Optimization Project.

#### STATEMENT/PURPOSE:

To consider and possibly approve an amendment with AE2S for professional services related to the Water Treatment Plant (WTP) Phase III Optimization Project in support of Construction, Startup and Commissioning, and Post-Construction services.

#### BACKGROUND/ALTERNATIVES:

Bids for this project will be opened March 27<sup>th</sup> with results presented for Commission consideration April 1<sup>st</sup>. This amendment is for professional services to support construction of the project.



This project generally includes the replacement of CO2 tanks and lime systems, filter rehabilitation, upgrading the chlorine room and equipment, and several other items. This project provides much needed redundancy to these systems and reduces the chances of future plant shutdowns.

#### ATTACHMENTS:

1. Amendment 3 - Construction Services

**FISCAL IMPACT:**

The preliminary design and final design/bidding phases of the agreement totaled \$769,000. This amendment, adding construction oversight, would add \$1,232,500 to the contract for a total of \$2,001,500 or about 24% of the construction cost. This needs to be submitted to SWC but we understand it is eligible for 60% SWC cost-share funding.

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Enter into the amendment with AE2S for construction services related to the WTP Phase III Optimization Project contingent on approval of the SWC Cost-Share construction funding application.

**SUGGESTED MOTION:**

I move to approve Amendment No. 3 with AE2S for construction oversight, as presented, contingent on the approval of the construction cost-share funding.

**Amendment No. 3 to Task Order No. 6**

---

**1. Background Data**

Effective Date of Task Order: **December 19, 2023**  
 Owner: **City of Mandan**  
 Engineer: **Advanced Engineering and Environmental Services, LLC**  
 Specific Project: **Mandan WTP Phase III Optimization**

**2. Nature of Amendment:**

- ☒ Modifications to services of Engineer
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) 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, are modified as follows:

- Construction Phase Services as set forth in Exhibit A, Paragraph A1.05 with the following additions or modifications:
  - Provide a Resident Project Representative (RPR) with the duties as described in Exhibit D and as follows:
    - RPR services are based on providing one (1) part-time RPR with an assumed 120-weeks of active construction with 20 hrs per week of RPR services. Actual RPR level of effort will be scaled up or down to match the progress of the Contractor.
  - Provide Baselines and Benchmarks consistent with Exhibit A, Paragraph A1.05.A.8. This scope of work assumes a maximum of one construction survey day(s) for the completion of the project.
  - Provide weekly status reports to the Owner's staff.
  - Provide monthly updates to the Owner.
  - Coordinate construction progress meetings. Meetings may be conducted via telephone, video conference, or other remote method depending on the activities of the Contractor. Meetings will typically be attended by the Engineer's Project Manager which will be held in person in the Owner's offices. This scope of work assumes a maximum of 60 meetings.

- Construction Administration services are based on an assumed 120-weeks of an active construction schedule. It is assumed the work will occur over two construction seasons with no shut downs.
  - Funding Assistance consisting of the primary tasks outlined below:
    - General support for funding with ND Department of Water Resources (DWR) and ND DEQ Drinking Water State Revolving Fund (DWSRF) program.
    - Prepare and submit DWR and DWSRF funding reimbursement requests. Anticipate one per month.
    - Assist with DWSRF construction compliance requirements. Includes conducting Davis-Bacon water interviews at appropriate intervals and receiving and reviewing contractor certified payrolls.
  - Post-Construction Phase Services as presented in Exhibit A, Paragraph A1.06 with the following additions and modifications.
    - Prepare and furnish to Owner, one hard copy and one electronic copy (pdf), Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Supplement Record Drawings with information obtained from field observations.
  - Commissioning Phase Services as presented in Exhibit A, Paragraph A1.07 with the following additions or modifications.
    - Programming: Engineer to perform all control system programming necessary to fully integrate new systems into the existing Supervisory Control and Data Acquisition (SCADA) system, provide programming of programmable logic controllers (PLCs) to accommodate operation modes, including automatic control and various automatic or semi-automated operational sequences.
    - Commissioning: Engineer to provide field startup coordination for contractor installations.
- 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 Engineers current Hourly Fee Schedule attached hereto, not to exceed \$1,232,500 without written authorization from Owner, plus reimbursement for all project related expenses.
- C. The schedule for rendering services under this Amendment is modified as follows:
- Construction Phase Services concurrent with the Contractor's schedule through December 31, 2027.
  - Post Construction Phase Services for one year from Substantial Completion (June 14, 2027).
  - Commissioning Phae Services concurrent with the Contractor's schedule through December 31, 2027.



#### 4. Task Order Summary:

Original agreement amount:	\$ 554,000
Net change for prior amendments:	\$ 215,000
This amendment amount:	\$ 1,232,500
Adjusted Agreement amount:	\$ 2,001,500

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

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

The Effective Date of this Amendment is April 1, 2025.

**OWNER:**

City of Mandan

**By:**

**Date:**

**Name:** Mayor James A. Froelich  
**Title:** President of the Board of City Commissioners

**ENGINEER:**

Advanced Engineering and Environmental Services,  
LLC

**By:**

**Date:**

**3-31-2025**  
**Name:** Grant Meyer  
**Title:** Chief Executive Officer

# ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

## 2025 HOURLY FEE AND EXPENSE SCHEDULE

### Labor Rates\*

Administrative 1	\$70.00	I&C Assistant 1	\$108.00
Administrative 2	\$85.00	I&C Assistant 2	\$134.00
Administrative 3	\$99.00	I&C 1	\$160.00
		I&C 2	\$189.00
Communications Specialist 1	\$113.00	I&C 3	\$213.00
Communications Specialist 2	\$132.00	I&C 4	\$226.00
Communications Specialist 3	\$152.00	I&C 5	\$237.00
Communications Specialist 4	\$183.00		
Communications Specialist 5	\$202.00	IT 1	\$140.00
		IT 2	\$189.00
Construction Services 1	\$135.00	IT 3	\$232.00
Construction Services 2	\$165.00		
Construction Services 3	\$183.00	Land Surveyor Assistant	\$103.00
Construction Services 4	\$203.00	Land Surveyor 1	\$124.00
Construction Services 5	\$224.00	Land Surveyor 2	\$150.00
		Land Surveyor 3	\$169.00
Engineering Assistant 1	\$91.00	Land Surveyor 4	\$186.00
Engineering Assistant 2	\$107.00	Land Surveyor 5	\$205.00
Engineering Assistant 3	\$135.00		
Engineer 1	\$146.00	Operations Specialist 1	\$108.00
Engineer 2	\$175.00	Operations Specialist 2	\$135.00
Engineer 3	\$205.00	Operations Specialist 3	\$167.00
Engineer 4	\$237.00	Operations Specialist 4	\$191.00
Engineer 5	\$254.00	Operations Specialist 5	\$214.00
Engineer 6	\$269.00		
		Project Coordinator 1	\$125.00
Engineering Technician 1	\$90.00	Project Coordinator 2	\$140.00
Engineering Technician 2	\$113.00	Project Coordinator 3	\$156.00
Engineering Technician 3	\$136.00	Project Coordinator 4	\$172.00
Engineering Technician 4	\$152.00	Project Coordinator 5	\$194.00
Engineering Technician 5	\$174.00		
		Project Manager 1	\$221.00
Financial Analyst 1	\$121.00	Project Manager 2	\$242.00
Financial Analyst 2	\$137.00	Project Manager 3	\$259.00
Financial Analyst 3	\$165.00	Project Manager 4	\$274.00
Financial Analyst 4	\$180.00	Project Manager 5	\$293.00
Financial Analyst 5	\$201.00	Project Manager 6	\$307.00
GIS Specialist 1	\$113.00	Sr. Designer 1	\$192.00
GIS Specialist 2	\$137.00	Sr. Designer 2	\$213.00
GIS Specialist 3	\$162.00	Sr. Designer 3	\$229.00
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00	Sr. Financial Analyst 1	\$227.00
		Sr. Financial Analyst 2	\$248.00
		Sr. Financial Analyst 3	\$269.00
		Technical Expert 1	\$348.00
		Technical Expert 2	Negotiable

### Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

\* Position titles are for labor rate grade purposes only.

*These rates are subject to adjustment each year on January 1.*



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 27, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Request for Memorial Highway Improvement Project -  
West Half Pre-Construction Cost-Share

---

#### **STATEMENT/PURPOSE:**

This request is for the Memorial Highway Improvements Project – West Half pre-construction cost-share for consideration at the State Water Commission.

#### **BACKGROUND/ALTERNATIVES:**

This request is the amount of \$38,014.00 to cover AE2S's remaining engineering fees to complete the west plans.

Will possibly be submitted at the August 2025 State Water Commission meeting.

#### **ATTACHMENTS:**

1. Mandan Memorial Highway West - Cover Letter

#### **FISCAL IMPACT:**

N/A

#### **STAFF IMPACT:**

N/A

#### **LEGAL REVIEW:**

The item has been sent to the City Attorney for review.

#### **RECOMMENDATION:**

Engineering staff recommends the Request for Memorial Highway Improvements Project - West Half Pre-Construction Cost-Share.

City Commission

Agenda Documentation

April 1, 2025

Subject: Request for Memorial Highway Improvements Project - West Half Pre-Construction Cost-Share

Page 2 of 2

---

**SUGGESTED MOTION:**

I move to approve the Request for Memorial Highway Improvements Project - West Half Pre-Construction Cost-Share.

March 27, 2025

Reice Haase, Director  
State Water Commission  
1200 Memorial Highway  
Bismarck, ND 58504

**Re: SWC Project No. 2050-MAN  
Mandan Memorial Highway Improvements Project – West Half  
Pre-Construction Cost-Share Request**

Director Haase:

The City of Mandan is pleased to continue working with the Department of Water Resources on the completion of the Memorial Highway Project. This request is for the Memorial Highway Improvements Project – West Half pre-construction cost-share for consideration at the upcoming June State Water Commission meeting.

The West Half Project is the second, and final, phase of the Memorial Highway Improvements Project and is currently scheduled for construction in 2026/2027. The project involves the removal and replacement of old asbestos cement watermain, which has been prone to frequent main breaks. This project will not only install new watermain in a more accessible location for future maintenance and will significantly benefit the city long-term. By including the watermain replacement with the North Dakota Department of Transportation's upcoming highway project, we can ensure a more efficient and cost-effective solution that minimizes disruption and enhances the overall infrastructure for the City of Mandan.

We appreciate your consideration of Mandan's cost-share request and the opportunity to present a project that promises to significantly improve our city's water system. We look forward to working with the North Dakota Department of Water Resources on funding assistance for the final phase of this important project. If you have any questions, please do not hesitate to contact me at 701-667-3210.

Sincerely,

**City of Mandan**

Jim Neubauer  
City Administrator

c: Jasper Klein, PE, AE2S



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 25, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Legislative Update

---

**STATEMENT/PURPOSE:**

To update the City Commission related to legislative items.

**BACKGROUND/ALTERNATIVES:**

Information will be provided prior to the Commission Meeting.

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

**STAFF IMPACT:**

**LEGAL REVIEW:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 19, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Andrew Stromme  
**PRESENTER:** Andrew Stromme, City Planner  
**SUBJECT:** Second Consideration of Ordinance 1460, a zone change from A - Agriculture and MC - Industrial to MC - Industrial for HRWTC Addition

---

**STATEMENT/PURPOSE:**

Zone Change from A - Agriculture and MC - Industrial to MC - Industrial for HRWTC Addition

**BACKGROUND/ALTERNATIVES:**

The first reading and public hearing of this item was approved at the March 18, 2025 City Commission agenda.

**ATTACHMENTS:**

1. Ordinance No. 1460

**FISCAL IMPACT:**

N/a

**STAFF IMPACT:**

Minor

**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 second consideration of Ordinance 1460.

**SUGGESTED MOTION:**



City Commission

Agenda Documentation

April 1, 2025

Subject: Second consideration of Ordinance 1460, a zone change from A - Agriculture and MC - Industrial to A - Agriculture for HRWTC Addition

Page 2 of 2

---

I move to approve the second consideration of Ordinance 1460.

**ORDINANCE NO. 1460**

**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.**

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as public land use; and

WHEREAS, Adjacent properties are zoned MC - Industrial and A - Agriculture. It is bordered by the railroad to the north, Dombeck Industrial Park 1st Addition and State of North Dakota Lands to the west, the USDA Great Plains Research Facility to the south, and the Lower Heart River/Highway 6 to the east. The proposed use aligns with the future land use plan recommendation of public land use would be appropriate; and

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

**SECTION 1. ZONING AMENDMENT.** Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

HRWTC ADDITION OF SECTIONS 28 & 33, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 86.91 ACRES, MORE OR LESS.

- SHALL BE REMOVED FROM THE A - AGRICULTURE AND MC – INDUSTRIAL DISTRICTS AND SHALL BE INCLUDED IN THE A – AGRICULTURE DISTRICT.

**SECTION 2. RE-ENACTMENT.** Section 105-2-2 of the Mandan Code of Ordinances 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:

February 24, 2025  
March 18, 2025  
April 1, 2025



## City Commission

### Agenda Documentation

**MEETING DATE:** April 1, 2025  
**PREPARATION DATE:** March 26, 2025  
**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:**

Resolution establishing rates and charges for water meters

#### **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.

This year, an additional resolution is necessary due to the tax increase from Morton County, which impacts the overall cost structure and requires an adjustment to the meter pricing.

#### **ATTACHMENTS:**

1. Water Meter Prices Resolution 2025
2. Water Meter Prices Resolution 2025 (commission Copy)

#### **FISCAL IMPACT:**

Minimal fiscal impact is expected

#### **STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

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

**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

<b><u>Water Meter</u></b>	<b><u>Price</u></b>	
5/8"	<del>\$520</del>	\$523(verify current price)
3/4"	<del>\$526</del>	<u>\$529</u> (verify current price)
3/4" (1" line)	<del>\$926</del>	<u>\$926</u> (verify current price)
1"	<del>\$824</del>	<u>\$828</u> (verify current price)
1 1/2"	<del>\$2,266</del>	<u>\$2,277</u> (verify current price)
2"	<del>\$2,610</del>	<u>\$2,622</u> (verify current price)
3"	<del>\$3,411</del>	<u>\$3427</u> (verify current price)
4"	<del>\$5,801</del>	<u>\$5,828</u> (verify current price)
6"	<del>\$9,845</del>	<u>\$9891</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 April 1, 2025.

Dated this 1st day of April 2025.

\_\_\_\_\_  
President, Board of City Commissioners

Attest:

\_\_\_\_\_  
City Administrator

## 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

<b><u>Water Meter</u></b>	<b><u>Price</u></b>
5/8"	<u>\$523</u>
3/4"	<u>\$529</u>
3/4" (1" line)	<u>\$926</u>
1"	<u>\$828</u>
1 1/2"	<u>\$2,277</u>
2"	<u>\$2,622</u>
3"	<u>\$3,427</u>
4"	<u>\$5,828</u>
6"	<u>\$9,891</u>

BE IT FURTHER RESOLVED that the water meter prices, including sales tax and labor, from the Utility Maintenance department shall be effective as of April 1, 2025.

Dated this 1st day of April 2025.

\_\_\_\_\_  
President, Board of City Commissioners

Attest:

\_\_\_\_\_  
City Administrator