



**PRELIMINARY AGENDA  
CITY COMMISSION  
MAY 20, 2025  
ED “BOSH” FROEHLICH MEETING ROOM  
MANDAN CITY HALL  
5:30 PM  
[WWW.CITYOFMANDAN.COM](http://WWW.CITYOFMANDAN.COM)**

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

**A. ROLL CALL**

1. Roll call of all City Commissioners

**B. THE PLEDGE OF ALLEGIANCE**

**C. ANNOUNCEMENTS**

1. If I Were Mayor Essay Contest

**D. APPROVAL OF AGENDA**

**E. MINUTES**

1. Consider approval of the May 6, 2025 Board of City Commissioners meeting minutes

**F. PUBLIC HEARING**

1. Consider a variance for Lot 1, Block 35, Mandan Proper
2. Consider a variance for Lot 2, Block 1, Midway 10th Addition

**G. BIDS**

1. Consider concurring to award a bid for the North Dakota Department of Transportation chip seal projects.

#### **H. CONSENT AGENDA**

1. Consider approval of monthly bills
2. Consider approval of 2024 Records Disposal for the following Departments:
  - a. Assessing
  - b. Utility Billing
  - c. Finance
3. Consider approval of the following gaming site authorizations:
  - a. Fort Abraham Lincoln Foundation at Midway Lanes from July 1, 2025 to June 30, 2026
  - b. Fort Abraham Lincoln Foundation at Lonesome Dove from July 1, 2025 to June 30, 2026
  - c. Fort Abraham Lincoln Foundation at Black Lions from July 1, 2025 to June 30, 2026
  - d. Fort Abraham Lincoln Foundation at Big Stick Cigar from July 1, 2025 to June 30, 2026
  - e. Fort Abraham Lincoln Foundation at the Paddle Trap from July 1, 2025 to June 30, 2026
  - f. Matpac Wrestling Club, Inc. at The Scapegoat Bar from July 1, 2025 to June 30, 2026
  - g. Matpac Wrestling Club, Inc. at Stage Stop from July 1, 2025 to June 30, 2026
  - h. Matpac Wrestling Club, Inc. at Old Town Tavern from July 1, 2025 to June 30, 2026
  - i. Matpac Wrestling Club, Inc. at Last Call Bar from July 1, 2025 to June 30, 2026
  - j. Bismarck Cancer Center Foundation at Dale Pahlke Rodeo Arena from July 1 to July 4, 2025
  - k. Mandan Hockey Club Inc. at Blackstone Tavern from July 1, 2025 to June 30,



2026

- I. Mandan Hockey Club Inc. at Old Ten Bar & Grill from July 1, 2025 to June 30, 2026
- m. Mandan Hockey Club Inc. at Vicky's Sports Bar from July 1, 2025 to June 30, 2026
4. Consider approval of the Class A, C, D, D1, E, F and Special B liquor license renewals effective July 1, 2025
5. Consider Flex PACE letter of support for Redline Plumbing Heating & Air LLC
6. Consider a minor plat for Lakewood Harbor 3rd Addition
7. Consider entering into an agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium

**I. OLD BUSINESS**

**J. NEW BUSINESS**

1. Consider approval of the 2025 North Dakota Game and Fish Boat RBS (Recreational Boat Safety) Funding Agreement
2. Consider a Storefront Improvement application for NAPA Auto Parts, 400 E Main St.
3. Consider an Engineering Service Agreement Amendment for Street Improvement District 236, First Street Improvements (*documentation forthcoming*)
4. Consider approval of the proposal to remove and replace the sewage lift pumps at the Law Enforcement Center

**K. RESOLUTIONS AND ORDINANCES**

1. Consider the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project)

**L. OTHER BUSINESS**

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

- - May 27, 2025 at 5:30 p.m., Special Meeting, Long Term Financial

Planning

- June 3, 2025 at 5:30 p.m.
- June 17, 2025 at 5:30 p.m.
- July 1, 2025 at 5:30 p.m.

**N. ADJOURN**

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

## If I Were Mayor

By: Eva Benz

I live in Mandan, ND, where education is one of its main priorities. The district takes great pride in helping students excel in every aspect of life before, during, and after high school. Whether students choose to go to college, join the military, or do something in the blue-collar industry, the Mandan School District prepares their students for their futures. With 94.6% of Mandan students having a high school diploma, it's very clear that learning is extremely important to Mandan. However, as Mandan schools continue to grow, so do the number of vehicles on the roads.

With more students driving to and from school, one could worry about the pollution from all the cars and busses. There is nothing better than driving home at night and seeing the stars and the moon shine brightly. North Dakota is very privileged to get that opportunity, unlike some states like New York, who will never get the chance to experience that beauty. This is why, if I were mayor, I would make an active effort to sustain the purity of our air.

The first thing I would do is promote biking to limit the usage of gas. I would invest in biking trails and offer an incentive to anyone who would be willing to travel on a bike. I would start an organization for school age students to get involved with the community by having them plant trees around town. Trees are vital to helping with pollution because they suck in carbon dioxide for photosynthesis and release new, clean oxygen into the environment. In addition, I would devote time in putting a carpool lane at school so less cars are being utilized. This would also be beneficial for helping kids build bonds with their peers and to integrate with other families in the community.

It is not difficult to see that Mandan has many notable features, but according to John Maxwell, "Growth equals change. If you want to get better, you have to keep changing and improving." I think there are zero limits to what can be done, so that's why, if I were mayor, I would constantly be trying to evolve with my community. Whether it deals with pollution or other problems that my city faces, I would always be proactive in trying to help achieve greatness within the community.

Eva Benz, 7<sup>th</sup> grade

Mandan, ND

The Mandan City Commission met in regular session at 5:30 PM on May 6, 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, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Planner Stromme, Communications Specialist Schmidt, CIS Manager Mischel, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *National Bike Month Proclamation*

. Mayor Froelich signed the National Bike Month Proclamation.

2. *Proclaiming the month of May as Building Safety Month.* Mayor Froelich signed the Building Safety Month Proclamation.

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

E. MINUTES

1. *Consider approval of the following Board of City Commissioners meeting minutes:*

a. *Apr. 15 Regular Meeting.* Commissioner Sjoberg moved and Commissioner Braun seconded to approve as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

b. *Apr. 22 Special Meeting.* Commissioner Braun moved and Commissioner Sjoberg seconded to approve as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

1. *Consider the Resolution Determining the Insufficiency of Protests for Street Improvement District No. 236.* City Engineer Wigness and Assistant City Engineer McAdoo-Roesler presented the item. Before opening the public hearing, Mayor Froelich acknowledged communication from Karen Jordan was received via email Monday evening. Mayor Froelich opened the public hearing and invited the public to come forward to comment. Business owners Steve Mott, Garret Hooker, Julie Haibeck spoke to parking concerns. Residents Ellen Williams and DeNae Kautzman spoke about parking concerns. Bismarck resident Krista Parsons spoke about her business owner friends and parking concerns. Mandan resident Chris Dietz asked staff to study the parking options more. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Sjoberg moved and Commissioner Braun seconded to approve the resolution determining that the protest of Street Improvement District 236 is insufficient.. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. BIDS

H. CONSENT AGENDA

1. *Consider a minor plat for Ramblewood 16th Addition.*

2. *Consider a Cost Participation and Maintenance Agreement for the 194 Chip Seal Project.*
3. *Consider approval of the following gaming site authorizations:.*
  - a. *New Salem Civic Club at Bennigan's from July 1, 2025 to June 30, 2026.*
  - b. *Mandan Baseball Club at Broken Oar from July 1, 2025 to June 30, 2026.*
  - c. *Mandan Baseball Club at The Drink from July 1, 2025 to June 30, 2026.*
  - d. *Mandan Baseball Club at Seven Seas from July 1, 2025 to June 30, 2026.*
  - e. *Mandan Baseball Club at Silver Dollar Bar from July 1, 2025 to June 30, 2026.*
  - f. *Mandan Touchdown Club at Starion Sports Complex from Aug. 1, 2025 to Dec. 1, 2025.*
  - g. *Mandan Touchdown Club at Dickey's BBQ from July 1, 2025 to June 30, 2026*
- h. *Furry Friends Rockin Rescue at Stryker Enterprises LLC (dba Main Street Drive Thru Liquor) from July 1, 2025 to June 30, 2026.*
  - i. *Furry Friends Rockin Rescue at Send It! 24/7 Cornhole on June 1, 2025.*
  - j. *American Legion Post 91 at Send It 24/7 from July 1, 2025 to June 30, 2026.*
  - k. *Prairie Public Broadcasting, Inc. at Strawberry Bar & Grill from July 1, 2025 to June 30, 2026.*
4. *Consider approval of the special event permit for the Mandan Rodeo Days Concert.*
5. *Consider a minor plat for West Hills 5th Addition First Replat.*
6. *Consider permission to dispose of obsolete vehicles.*
7. *Consider a minor plat for West Bay Estates 4th Addition.*
8. *Assessments for Weed Cutting of 2024B, Health & Safety of 2024B, and Sidewalks of 2024B.*
9. *Consider approval of a plat change at the City Landfill.*
10. *Consider approval of a Temporary Workspace Easement - WBI Energy Transmission Project.*
11. *Consider a minor plat for Northern Pacific 5th Addition.*
12. *Consider a minor plat for Northern Pacific 4th Addition.* Commissioner Heinsohn moved and Commissioner Braun seconded to approve consent agenda items 1-12 including all sub-items as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider an amendment to the Memorial Highway Cost Participation and Maintenance agreement.* City Engineer Wigness presented the item. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the amendment, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *Consider an 8th Avenue NW and 24th Street road closure request to complete natural gas main upsizing.* City Engineer Wigness presented the item. Commissioner Sjoberg moved and

Commissioner Heinsohn seconded to approve a 3-week road closure for 8th Avenue NW and a 1-week road closure for 24th Street NW, to occur between May 24 and June 24, 2025. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *2024 Mandan Measure 1 Sales Tax Collection Update and Public Transportation Grant Program.* Planner Stromme presented the policy and application for potential grantees. Mandan resident DeNae Kautzman had some questions on the policy and collection process. Commissioner Braun moved and Commissioner Rohr seconded to approve the grant policy and application. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider entering into State Water Commission cost-share agreements.*

a. *Memorial Highway.* City Engineer Wigness presented the item. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the cost-share amendment, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

b. *Monte Drive (2025 Reconstruction).* City Engineer Wigness presented the item. Commissioner Sjoberg moved and Commissioner Braun seconded to approve the amendment, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

c. *Water Treatment Plant Phase III.* City Engineer Wigness presented the item. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the amendment as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

5. *Legislative Update.* City Administrator Neubauer presented the legislative update.

#### K. RESOLUTIONS AND ORDINANCES

1. *Second consideration of Ordinance 1464, a zone change from CA - Commercial to R7 - Residential for Lot 9, Block 1, Developers West Acres 2nd Addition.* Planner Stromme presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the second consideration of Ordinance 1464. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Second consideration of Ordinance 1465, a zone change from Ag - Agriculture to CB - Commercial for Lot 1, Block 1, MDU Addition.* Planner Stromme presented the item. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the second consideration of Ordinance 1465. Roll Call vote: Aye 5, Nay 0. The motion passed.

#### L. OTHER BUSINESS

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

- *May 20, 2025 at 5:30 p.m.*
- *May 27, 2025 at 5:30 p.m. Special Meeting, Working Session Long Range Financial Planning*
- *June 3, 2025 at 5:30 p.m.*
- *June 17, 2025 at 5:30 p.m.*

N. ADJOURN There being no further business to come before the board, the meeting adjourned at 6:43 p.m.

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James Neubauer  
City Administrator

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James Froelich  
Board of City Commissioners



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Jordan Singer  
**PRESENTER:** Jordan Singer, Building Official  
**SUBJECT:** Consider a variance for Lot 1, Block 35, Mandan Proper

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

Consider a variance for Lot 1, Block 35, Mandan Proper

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

The Church of St. Joseph requests consideration of a variance to Section 105-4-2.2 (c) of the City Code of Ordinances related to building setbacks in the Downtown Fringe zoning district. The applicant also seeks approval of a shared-parking agreement. The property is located at 311 1st Avenue NE.

#### **History and Request Overview:**

The applicant proposes to demolish the existing residence and construct a two-story office building to serve as the administrative offices for St. Joseph's Church, located directly across the street to the north. The current home, built in 1930, sits on a 3,650-square-foot lot measuring 50 feet wide along 1st Avenue NE and 73 feet deep along 3rd Street NE. The new building would be oriented to face 3rd Street NE to the north, featuring a garage door along 1st Avenue NE and a second-story balcony overlooking the southeast corner of the property.

The applicant states that, in their assessment, the existing structure is not in suitable condition and redevelopment is necessary. The applicants statement of hardship is included in the attachments. A separate, narrative-based letter is included from the applicant.

The applicant also seeks to fulfill off-street parking requirements by utilizing available parking spaces in the applicant's separate off street parking lot, located a short distance of the subject property to the west.



### **Requested Variance:**

The City Ordinance governing development and redevelopment in the DF – Downtown Fringe district requires a minimum front yard setback of 15 feet for non-residential properties adjacent to residential lots, as well as off-street parking. It also encourages redeveloped properties to maintain setbacks that align with neighboring properties. Due to the potential conflict between these requirements—and in the interest of transparency and avoiding disputes—staff determined that a front yard setback variance is the most appropriate path forward.

Under the ordinance's general provisions, lots with two street frontages are considered to have two front yards, and have two side yards. The proposed project meets the required 15-foot setback along 1st Avenue NE, but the applicant is requesting a reduced setback of 7 feet along 3rd Street NE—8 feet less than required. Staff believes this reduced setback is generally consistent with neighboring properties along 3rd Street to the east and west. The primary issue is that the ordinance requires both a 15-foot setback and harmony with adjacent development, without prioritizing one over the other or providing an administrative path for reconciliation.

The applicant is also requesting to fulfill off-street parking requirements through the use of separate, St. Joseph-owned parking facilities. The proposed building includes 3,648 square feet of office space on the main and second floors, and an additional 1,824 square feet in the basement (not intended for office use), totaling 5,472 square feet. Per City Ordinance Section 105-1-6, shared or off-site parking agreements require Commission approval, and office uses require one parking space per 400 square feet—resulting in a need for 9 to 14 spaces. Given the complementary nature of weekday office use and weekend church services, staff believes a shared off-site parking arrangement is appropriate and unlikely to create conflicts. It is the City's desire that, should the Board be open to the shared parking, a document be recorded memorializing that the two properties are linked to fulfill this purpose.

### **Staff Comments**

- Staff notes that the proposed redevelopment generally aligns with the City's broader goals to strengthen and revitalize the urban core while supporting opportunities for growth and expansion.
- The site's proximity to the existing St. Joseph facilities is seen as a positive, and the use of compatible materials and landscaping is expected to enhance visual and functional cohesion between the existing buildings and the new development.
- This project would require separate review and approval by Mandan Architecture Review Committee.
- The use of shared parking is viewed by staff to be favorable to an alternative proposal which would have been to pave the boulevards for parking which as it

preserves the landscaped boulevard and allows for trees to be either preserved or replaced which better fits the neighborhood character by not over-paving the area when an acceptable alternative exists.

### **Adjacent Properties Zoning, Land Use and Future Land Use**

The properties surrounding this property are in the DF - Downtown Fringe and DC - Downtown Core zoning districts. The future land use plan identifies this area for medium-density residential. Existing land use is residential.

### **Planning and Zoning Commission Public Hearing**

The Mandan Planning and Zoning Commission considered this request at its April 2025 Meeting and found that sufficient hardship exists to grant the variance request. The board found that the request was the minimum that would accomplish the relief sought by the applicant and that the hardship was the irregularly small lot.

### **Additional Information and Public Outreach**

- Application and fee of \$400 was received on March 26, 2025.
- Letters were sent to 14 adjacent property owners.
- At the time of the agenda packet being published, the City has received no comments or questions regarding the project.

### **Findings of Fact Zoning Variance**

1. The need for a variance **is not based on special circumstances or conditions unique to the specific parcel of land** involved that are not generally applicable to other properties in this area or within the
2. The hardship **is not caused by** the provisions of the Zoning Ordinance.
3. Strict application of the provisions of the Zoning Ordinance **would not deprive** the property owner of the reasonable use of the property.
4. The requested variance **is the minimum variance** that would accomplish the relief sought by the applicant.
5. The granting of the variance **is not in harmony** with the general purposes and intent of the Zoning Ordinance.

### **ATTACHMENTS:**

1. Application
2. Statement of Hardship

3. Building Plans
4. Landscape Plan
5. Fr. Waltz Letter
6. Images of Property
7. Location Map

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

This project has received a standard level of staff review.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

The Planning and Zoning Commission recommends approval of the building setback and shared parking variances as presented in the agenda document, contingent upon the City's review and applicant's recording of an agreement that formally links the properties for shared parking.

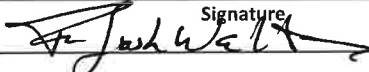
**SUGGESTED MOTION:**

I move to approve the building setback variance and shared parking agreement contingent upon the approval and recording of a shared parking agreement.

| 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)   | <input checked="" type="checkbox"/> 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) |
| Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250) | Document Recording (\$30)                                  |
| Summary of Request (Add separate sheet(s) as necessary)  |  |
| want to tear down existing home + put office building in its place                             |  |

| Engineer/Surveyor   |             |              | Property Owner or Applicant                   |             |              |
|---|-------------|--------------|---|-------------|--------------|
| Name<br>Toman Engineering   |             |              | Name<br>Church of St. Joseph - Mandan Trustee |             |              |
| Address<br>501 1st St NW  |             |              | Address<br>108 3rd St NE                      |             |              |
| City<br>Mandan  | State<br>ND | Zip<br>58554 | City<br>Mandan                                | State<br>ND | Zip<br>58554 |
| email<br>www.Tomanengineering.com   |             |              | email<br>frjoshwaltz@gmail.com                |             |              |
| Phone<br>701-663-6483   |             | Fax          | Phone<br>701-663-9562                         |             | 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    | DF               | DF   | BLK 35, Lot 1, Mandan Proper |
| Property Address                |                    |         |             |                  | Legal Description                                |                              |
| 311 1st Ave NE, Mandan ND 58554 |                    |         |             |                  | SUBDIV: MANDAN PROPER BLK: 35 E 73' LOT 1 (3585) |                              |
| Current Use                     |                    |         |             |                  |  |                              |
| Vacant                          |                    |         |             |                  |  |                              |
| Proposed Use                    |                    |         |             |                  |  |                              |
| Church Business Office          |                    |         |             |                  | Section 27                                       | Township 139 Range 81        |
| Parcel Size                     | Building Footprint | Stories | Building SF | Required Parking | Provided Parking                                 |                              |
| 3650 sq ft                      | 40 x 48            | 2       | 1,920 SF    | Parking lot      | Street +   |                              |
| .08 acres                       |                    |         |             |                  |  |                              |

|                              |   |                 |
|------------------------------|---|-----------------|
| Print Name<br>Fr. Josh Waltz | Signature<br> | Date<br>3-28-25 |
|------------------------------|---|-----------------|

| Office Use Only |                           |                   |                |
|-----------------|---------------------------|-------------------|----------------|
| Date Received:  | Initials: nm              | Fees Paid: \$ 400 | Date 3-26-2025 |
| Notice in paper | Mailed to neighbors       | P&Z meeting       |                |
| Approved        | Approved with conditions: |                   |                |
| Denied          |                           |                   |                |

## **Additional Submittals**

### **Variance**

A zoning variance application shall include a detailed statement with the following information:

1. The circumstances or conditions applying to the land or buildings for which the variance is sought
  - a. The small & narrow lot makes it difficult to comply with setback coverage requirements.
  - b. The pre-existing structures that were constructed before current zoning laws create non-conforming conditions that require a variance for modifications to build a new office building.
  - c. Zoning code conflicts, zoning regulations or updates in zoning laws create situations that make it necessary to reconcile the requirement so Fr. Waltz can build a new office building.
  - d. See letter from Fr. Waltz
2. How the applicant is deprived of a reasonable use of said land or building;
  - a. The inability to build or expand due to strict zoning will prevent construction of St. Joseph Rectory. Due to lot size and setbacks the land can't be used for new St. Joseph office building.
  - b. Zoning restrictions render a property significantly less valuable and would create much higher costs to St. Joseph Rectory.
3. How the grant of a variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
  - a. The proposed structure will be consistent with surrounding properties, ensuring that the variance does not disrupt the aesthetic or functional harmony of the area.
  - b. Approval of the variance will not create conditions that could lower property values in the neighborhood but would improve the overall appearance and increase the value of the neighboring properties.

4. The minimum variance that will accomplish the relief sought.
  - a. Preserves neighborhood integrity, the office building will not be a structure that will be out of character with the surrounding neighborhood. The new office building will add character and value to the neighborhood.
  - b. This modification does not increase risks related to fire safety, flooding, traffic, or other public concerns.
  - c. No other design or layout options have been considered, and we feel a variance is the only feasible solution that allows for functional use of the property.

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

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Construction of these plans should not be undertaken without a professional who can construct said project. Although every possible effort is made to insure the accuracy of these drawings, the builders and associated tradesman must carefully review all dimensions, rough openings, details submitted in these drawings and perform any necessary on-site reviews and all responsibility for the same. Builders and associated tradesman are to adhere to the most relevant or applied local building codes. If no local code has been adopted adhere to the IRC or IBC standards. FINE LINE DRAFTING AND DESIGN is not an Architect or Engineer. FINE LINE DRAFTING AND DESIGN is not an Architect or Engineer. The purchaser and/or builder of these plans releases Fine Line Drafting and Design from any claims or legal situations that may occur before, during the construction of this project or any time thereafter. associated with Fine Line Drafting and Design from any claims or legal situations that may occur before, during the construction of this project or any time thereafter.



| DRAWING SCHEDULE           |   |
|----------------------------|---|
| COVER SHEET                | 1 |
| BASEMENT PLAN              | 2 |
| 1ST FLOOR PLAN             | 3 |
| 2ND FLOOR PLAN             | 4 |
| NORTH AND SOUTH ELEVATIONS | 5 |
| WEST AND EAST ELEVATIONS   | 6 |
| ROOF PLAN                  | 7 |
| PROPOSED SITE PLAN         | 8 |

ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR EDGE OF BEARING (CONCRETE/STUD). ALL INTERIOR DIMENSIONS ARE TO STUD UNO.

FINE LINE DRAFTING AND DESIGN  
215 Airport Road Suite 103 \* Bismarck, ND 58501  
Cell- 701-426-1052 \* Email- fidd@midconetwork.com  
www.facebook.com/FineLineDraftingBismarck

ST JOSEPH OFFICE  
DARREN BUFFINGTON

DRAWN  
BY: BJF

JOB #  
2519

SCALE  
As Noted  
ON 11X17

DATE:

PRINT DATE:  
4/21/2025

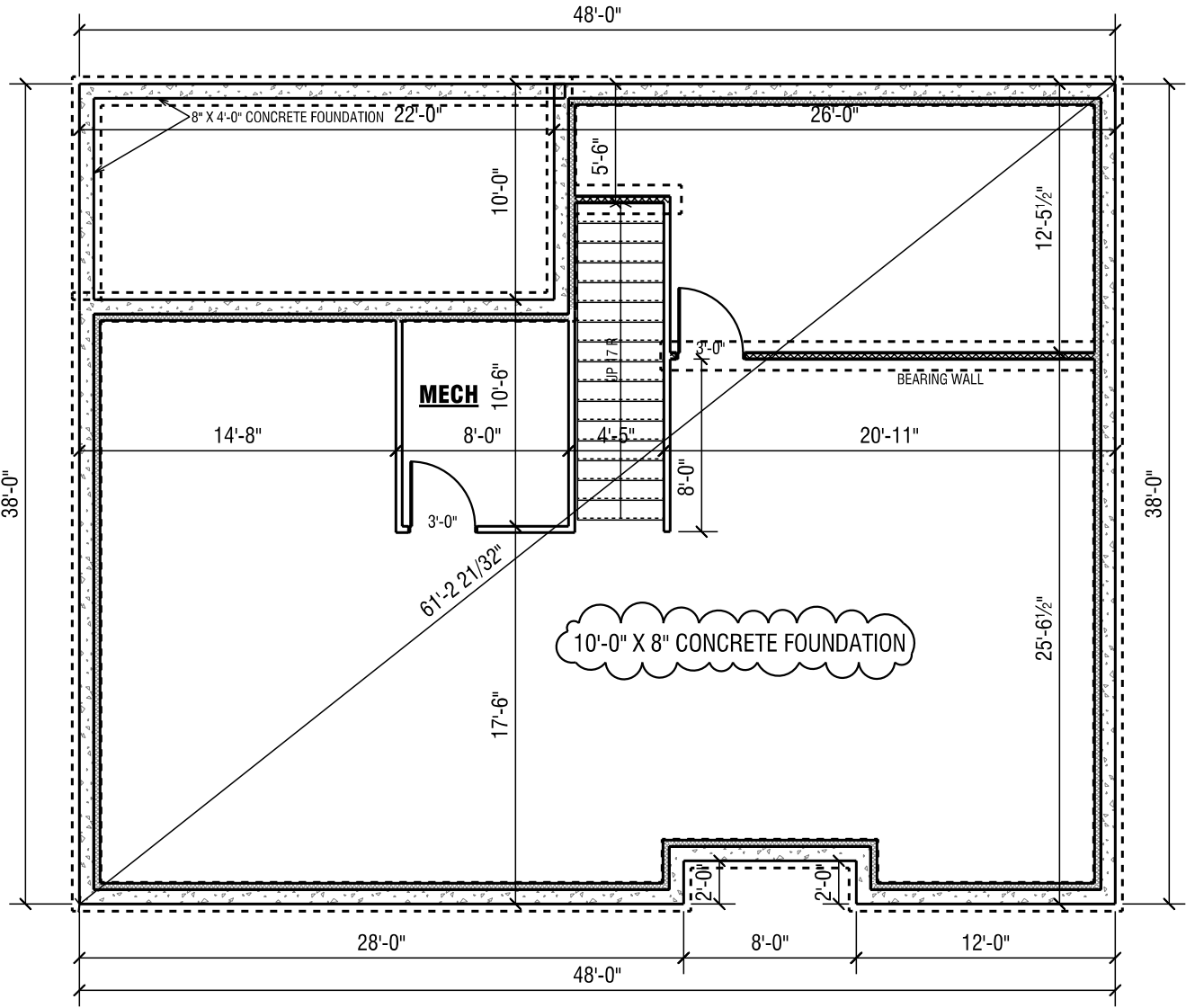
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**BASEMENT PLAN**  
SCALE: 1/8" = 1'-0"

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**ST JOSEPH OFFICE**  
DARREN BUFFINGTON

DRAWN  
BY: BJF

JOB #  
2519

SCALE  
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ON 11X17

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PRINT DATE:  
4/21/2025

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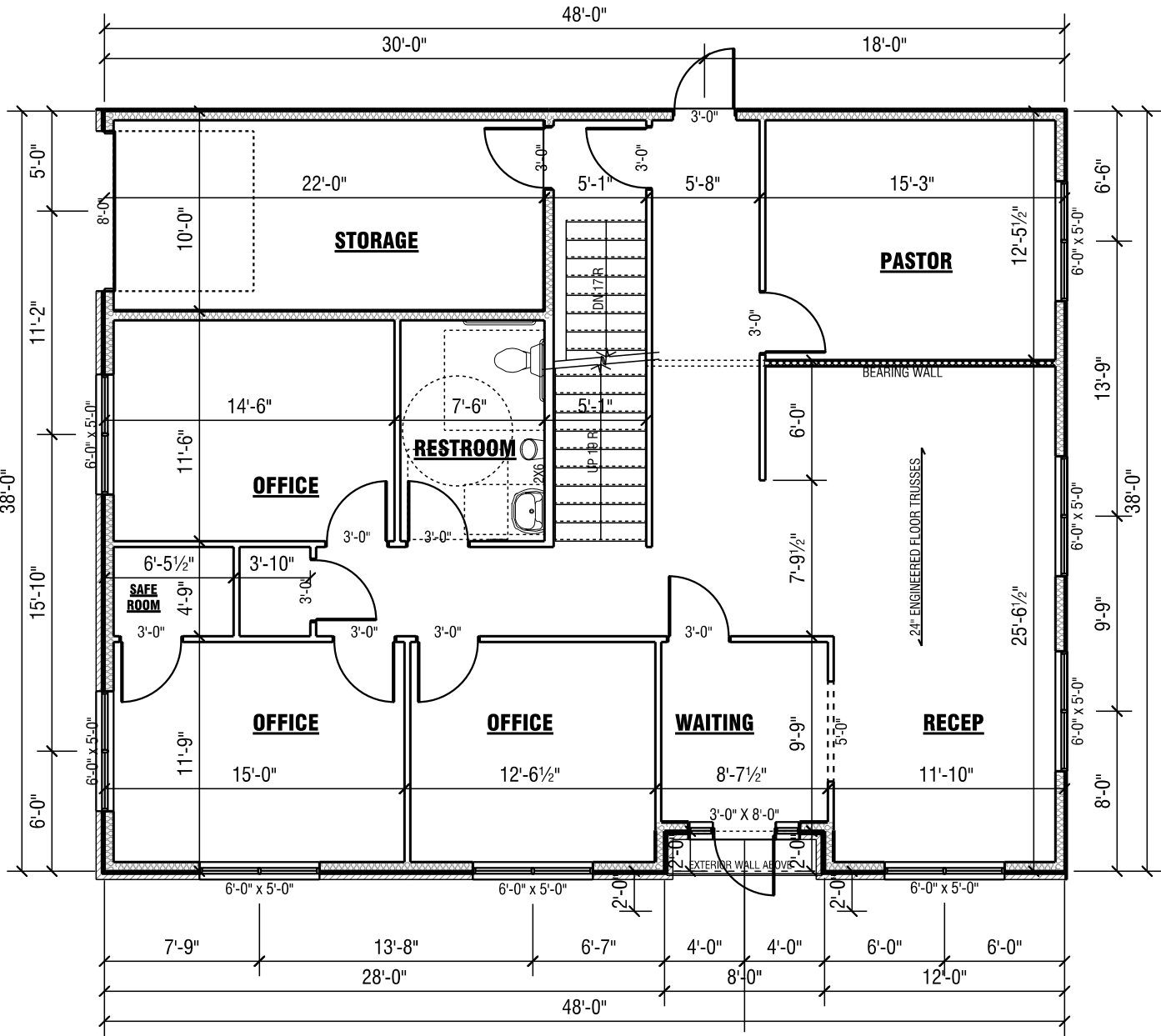
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**1ST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

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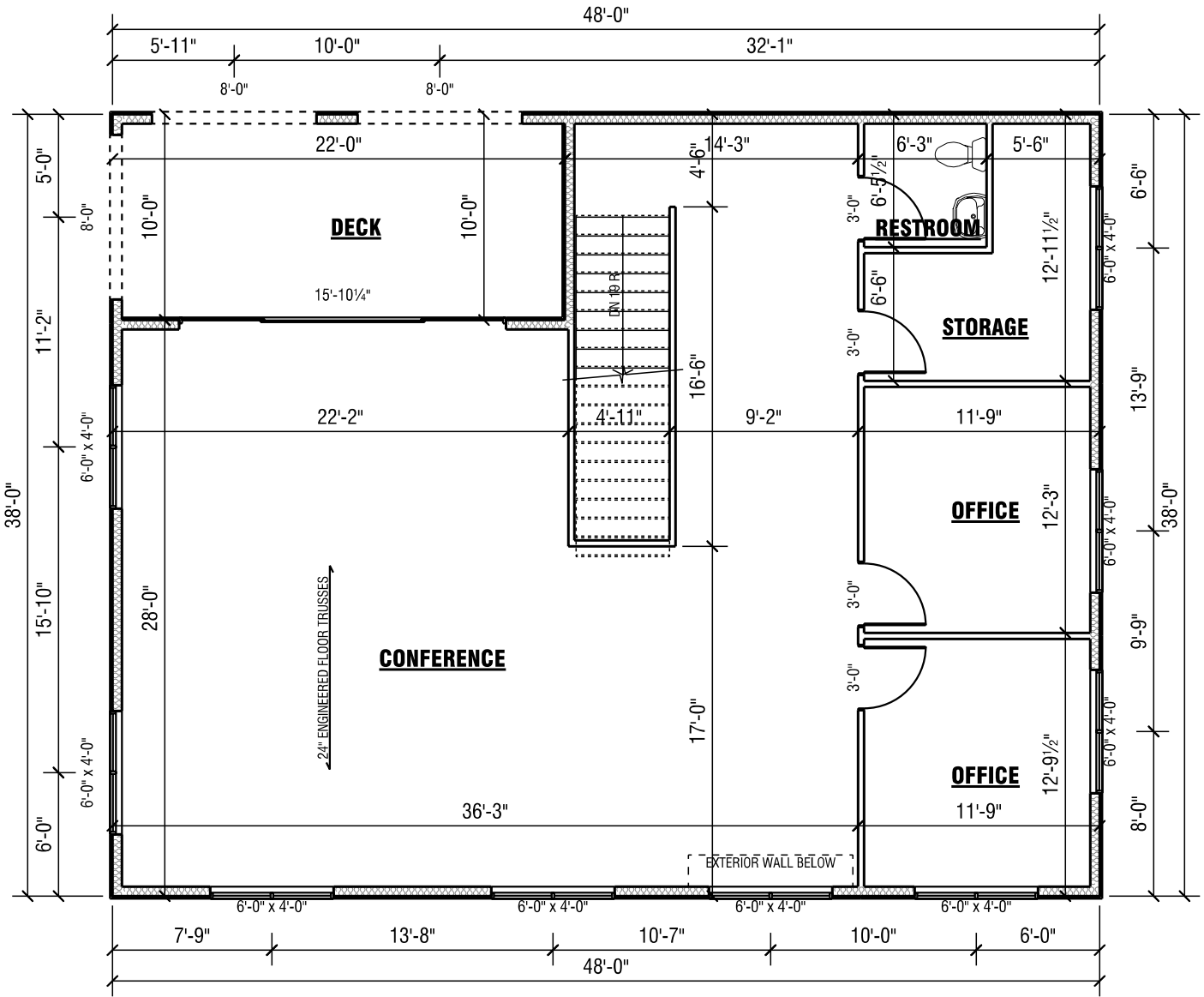
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**2ND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

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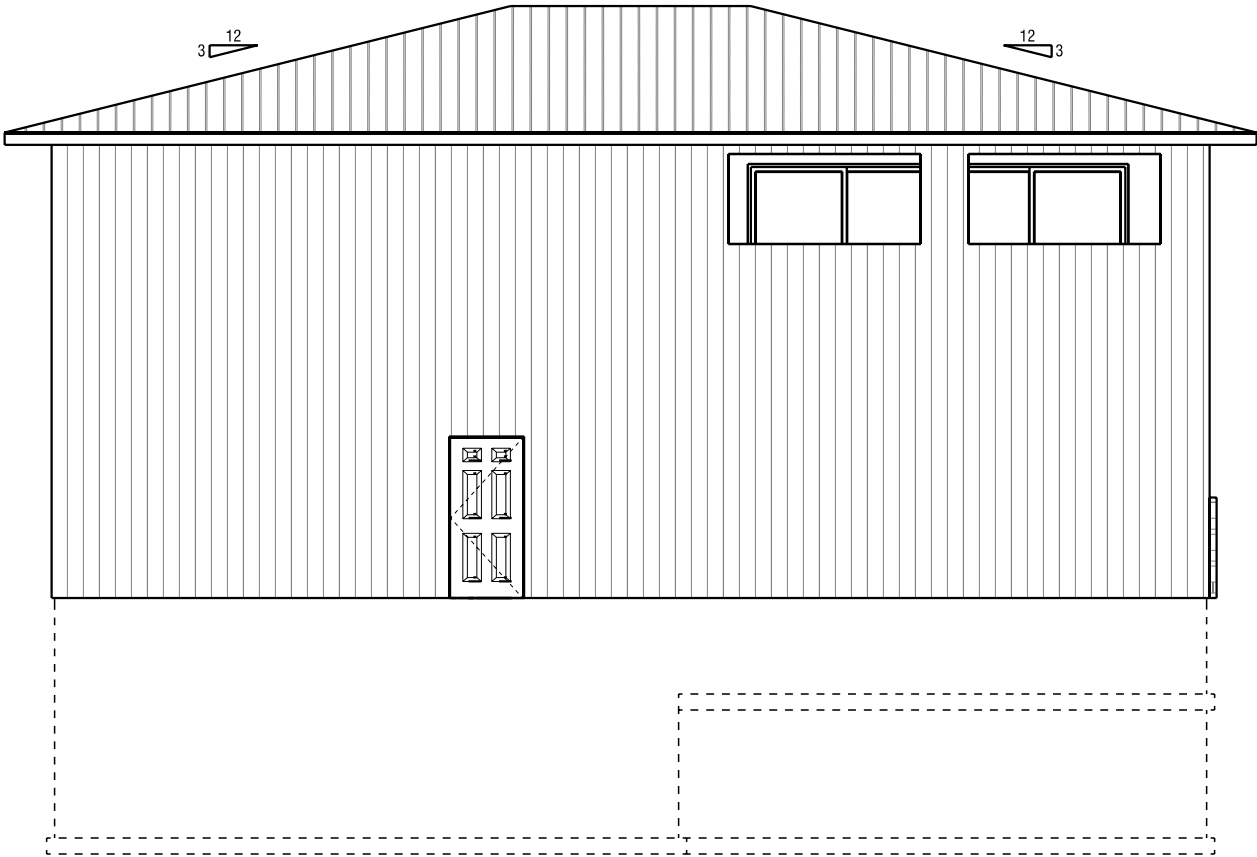
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DARREN BUFFINGTON

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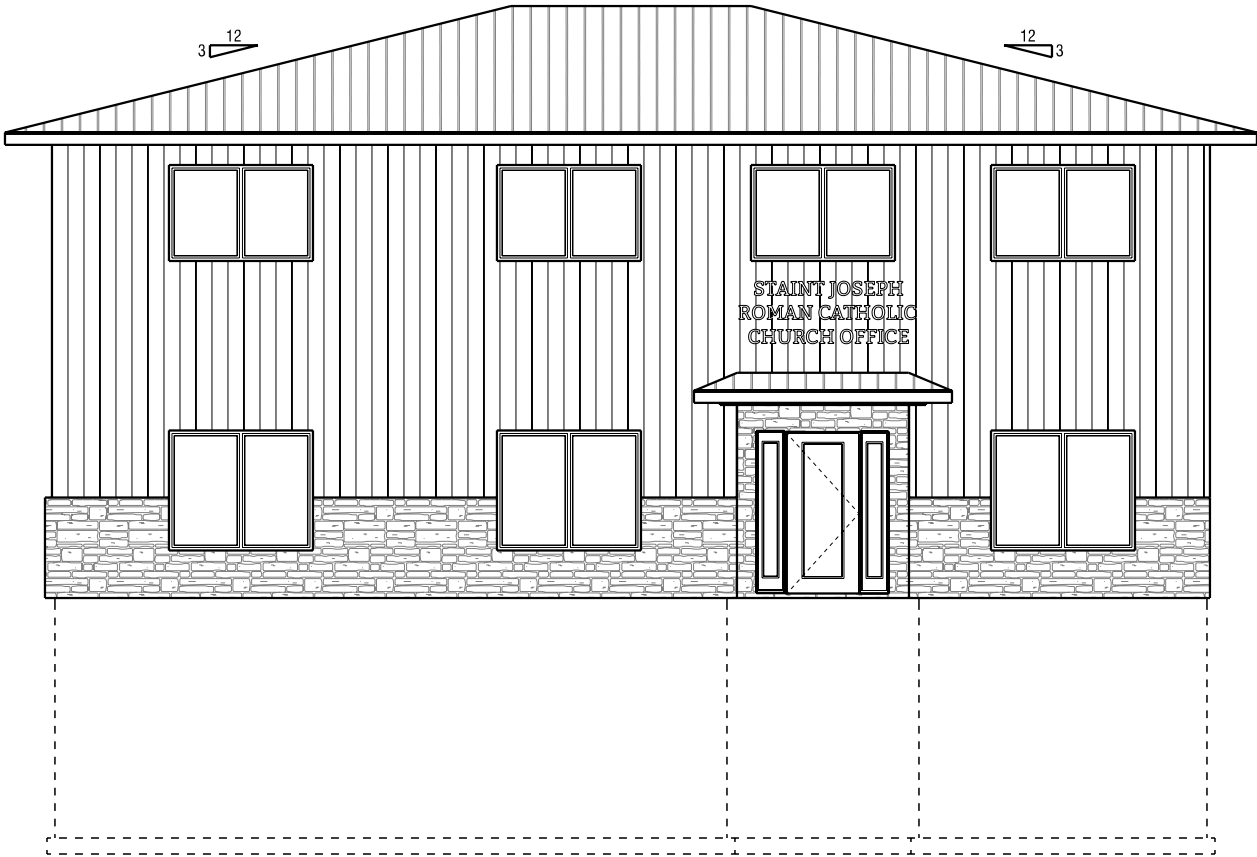
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**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

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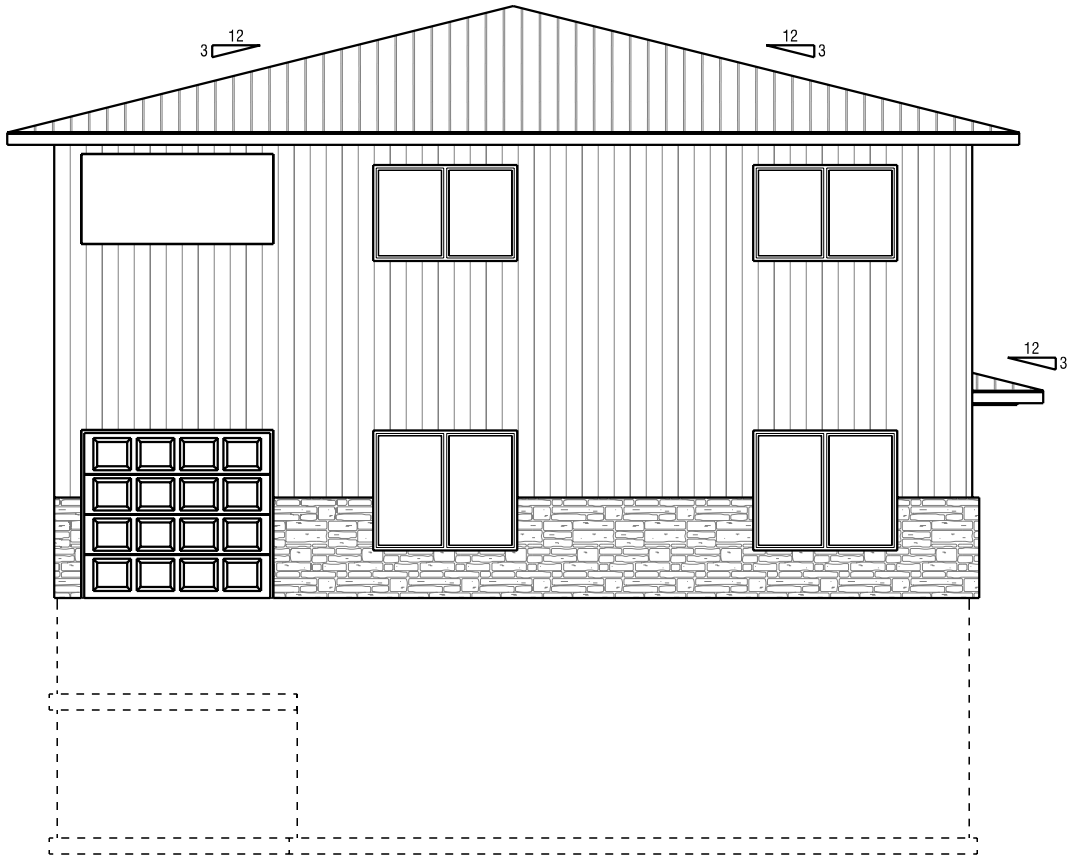
**ST JOSEPH OFFICE**  
DARREN BUFFINGTON

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PAGE # 5

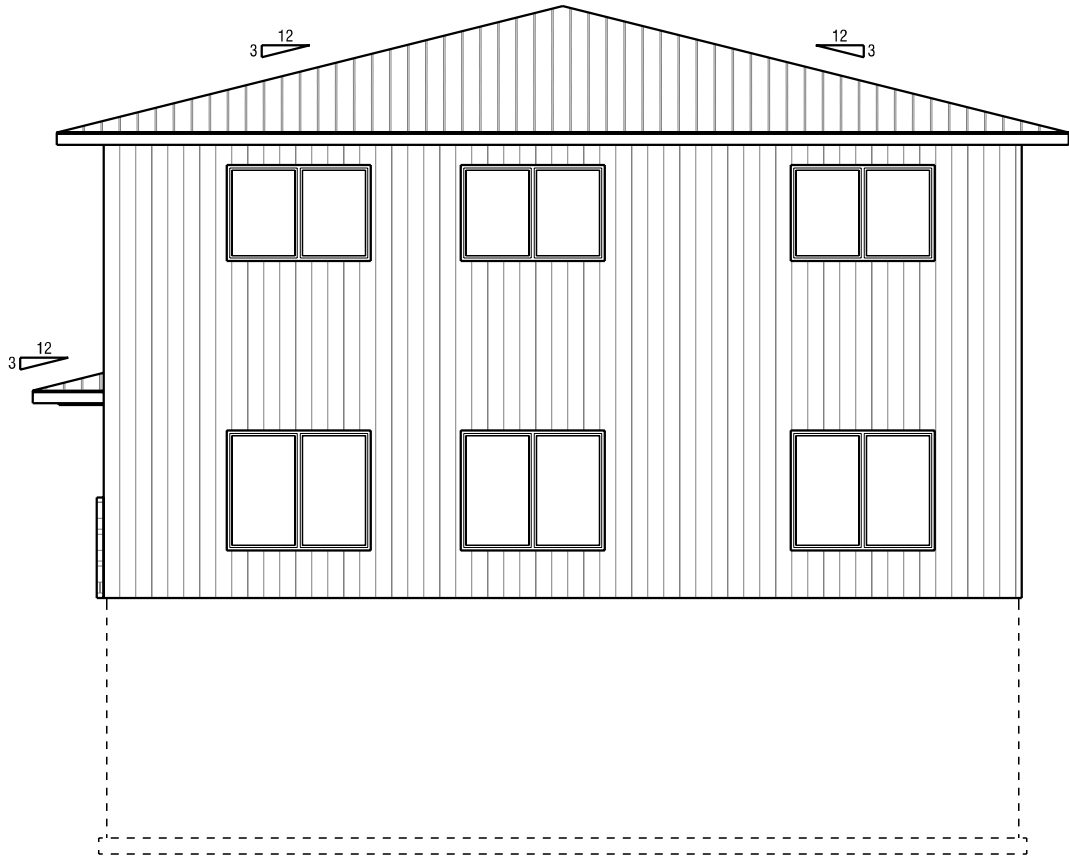
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**EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

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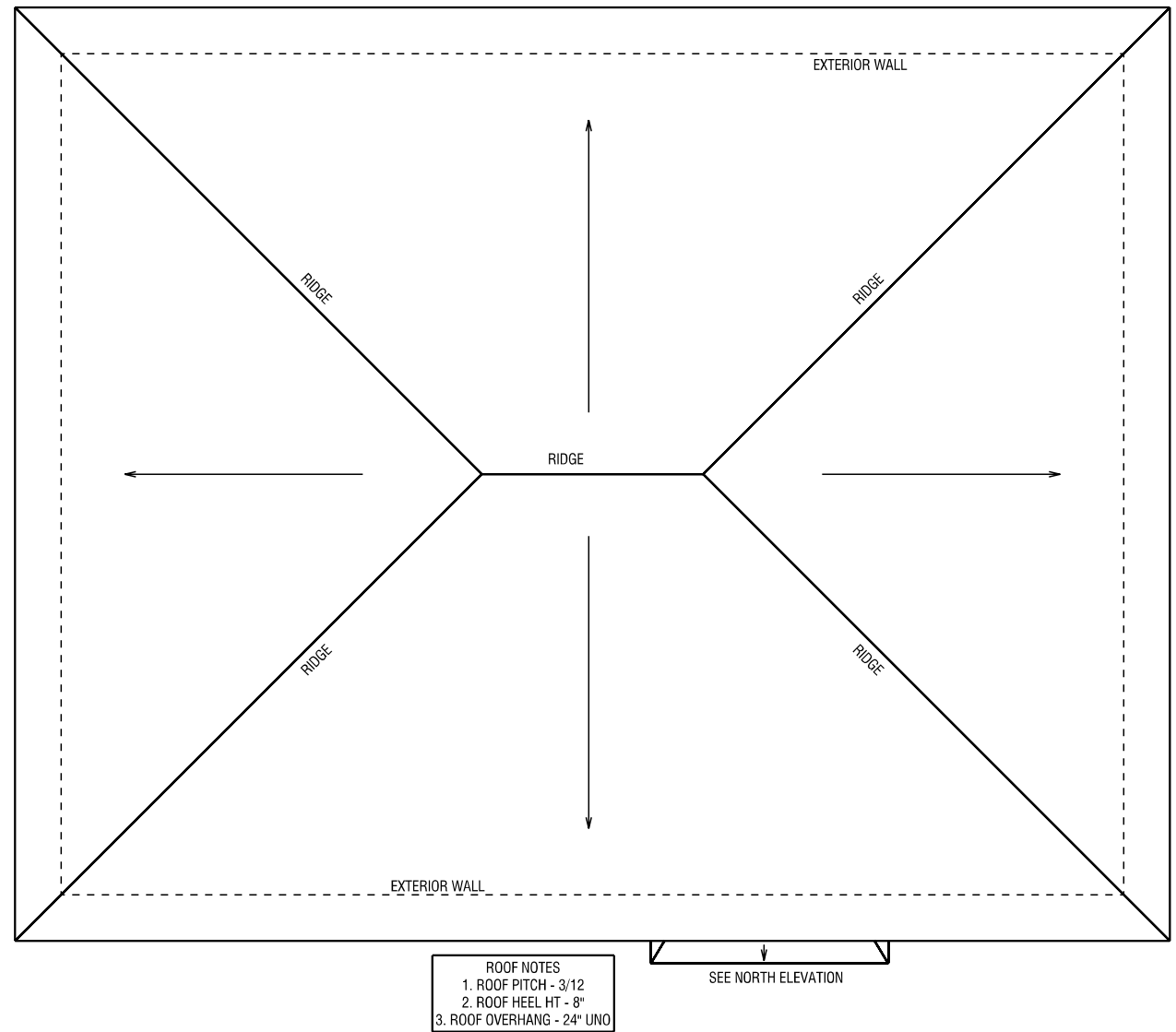
The purchaser and/or builder of these plans shall be responsible for obtaining all necessary permits and for obtaining all necessary approvals from the appropriate authorities. The purchaser and/or builder shall be responsible for obtaining all necessary approvals from the appropriate authorities. The purchaser and/or builder shall be responsible for obtaining all necessary approvals from the appropriate authorities.



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## TOP ELEVATION

SCALE: 1/8" = 1'-0"

ROOF NOTES  
1. ROOF PITCH - 3/12  
2. ROOF HEEL HT - 8"  
3. ROOF OVERHANG - 24" UNO

SEE NORTH ELEVATION

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**ST JOSEPH OFFICE**

**DARREN BUFFINGTON**

DRAWN  
BY: BJF

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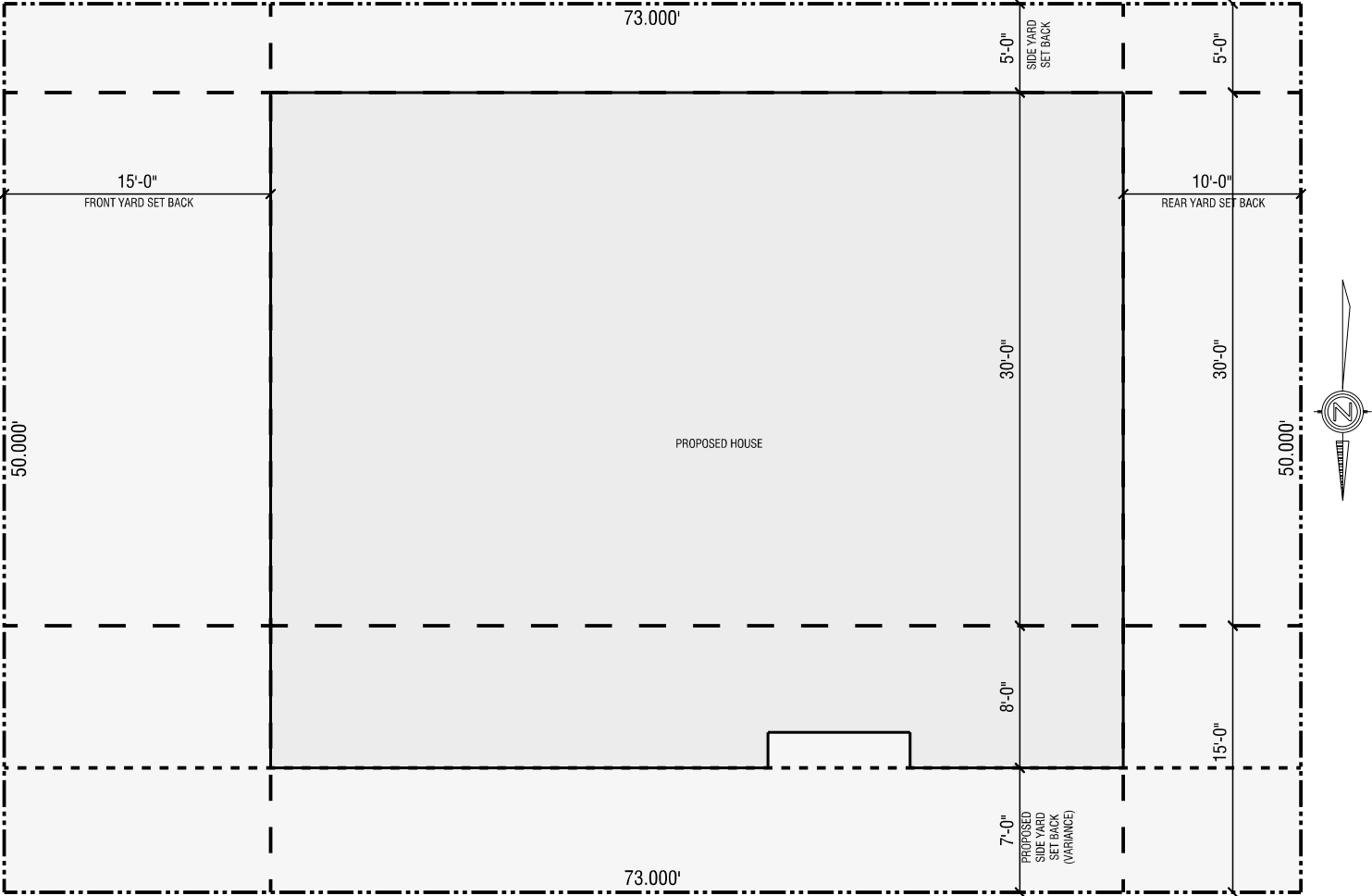
7

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**SITE PLAN**  
SCALE: 1" = 10'-0"

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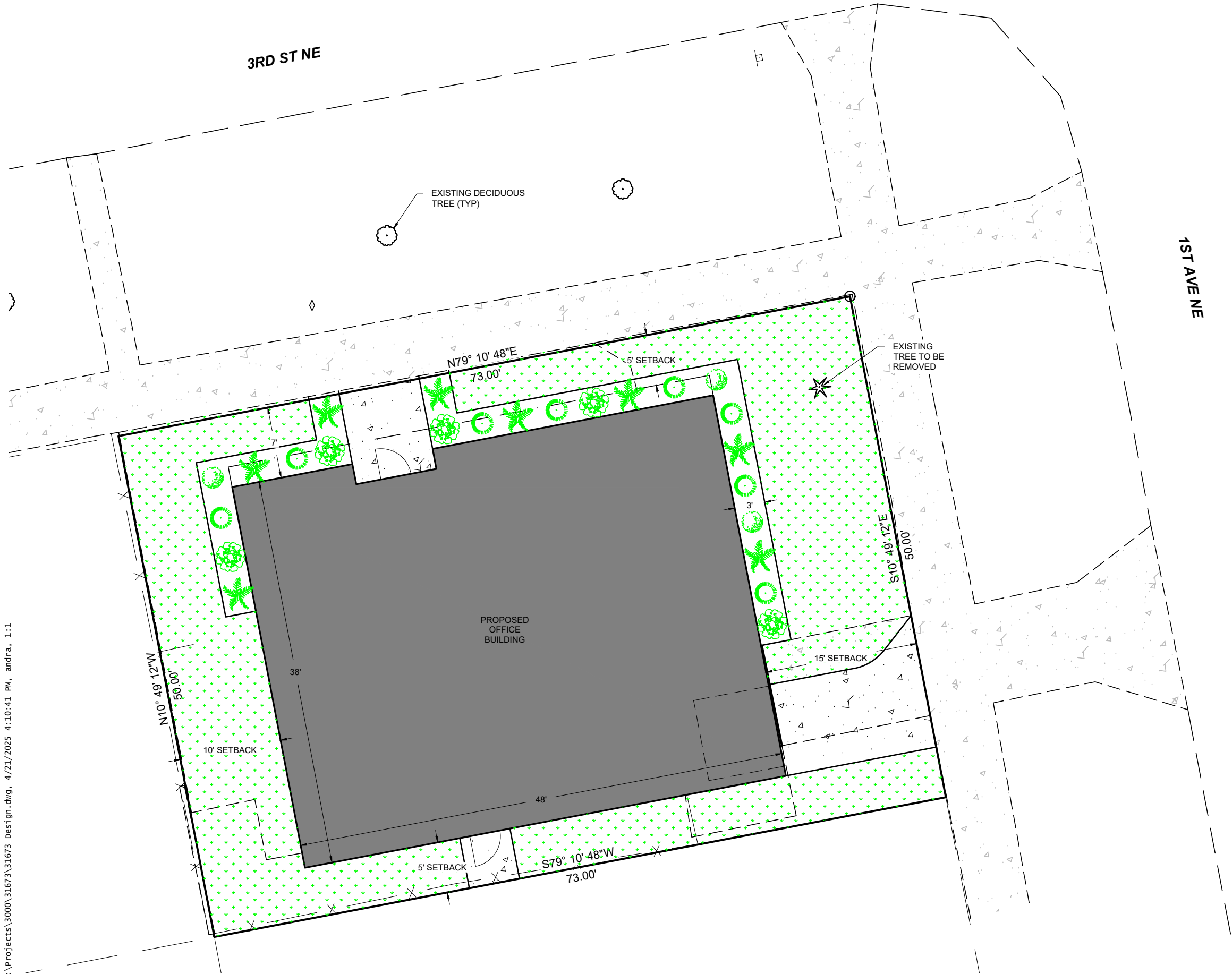
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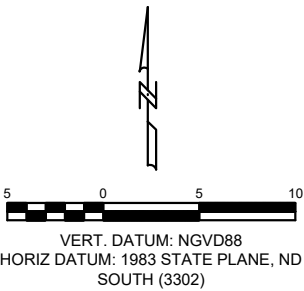
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1. ALL LANDSCAPING SHALL BE INSTALLED PER CITY OF MANDAN SPECIFICATIONS.



LEGEND

- DAKOTA SUNSPOT PONTENTILLA  
*Potentilla Fruticosa 'Fargo'*  
SIZE = 2 GALLON
- SIBERIAN ARBORRITE  
*Thuja occidentalis 'Wareana'*  
SIZE=2 GALLON
- TINY WINE NINEBARK  
*Physocarpus Opulifolius*  
SIZE=1GALLON
- SHENANDOAH SWITCH GRASS  
*Panicum virgatum shenandoah*  
SIZE=1 GALLON
- PROPOSED GRASS

**TOMAN ENGINEERING**  
501 1st Street NW, Mandan, ND 58554  
Ph: 701-663-6483 \* www.tomanengineering.com  
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PROJECT: ST JOSEPH'S OFFICE BUILDING  
E. 73' OF LOT 1, BLOCK 1, MANDAN PROPER  
LANDSCAPE PLAN

| REVISIONS |             | BY | DATE |
|-----------|-------------|----|------|
| NO        | DESCRIPTION |    |      |
|           |             |    |      |
|           |             |    |      |
|           |             |    |      |

SHEET NUMBER  
**1**  
OF 1 SHEETS



# CHURCH of SAINT JOSEPH

---

Established 1879

To the board of the City of Mandan,

I appreciate you taking the time to hear my proposal for the construction of a new parish office for the Church of St. Joseph in Mandan. There are several reasons for this proposal that I will lay out. The main reason for the building of the new parish office is, with the current arrangements, my staff are working in my home. Every day of the work week, my staff is living on the main floor of my house. Oftentimes, my business manager needs to come to work early to prepare for the day, so she is in the house at 7-7:30am. The only thing that separates my employees from my living quarters is an unlocked door. Try to imagine living with your staff for most of the week. They are even here on my day off which is Monday.

Due to the nature of our work, the weekend is not a time of rest, but a time when we prepare for the Mass and celebrate the Mass. Every Monday I hear all the work that is going on, and I have no privacy in my own house. I love my staff and they work hard and are diligent in their work. I would like to provide an actual office space that is not a wing of my living quarters. There is never a time of solitude based on the current working conditions. Even on weekends sometimes employees need to come in to get something done quick or grab something they left. If my door is open and all of a sudden they are there, it makes for awkward encounters.

On top of this, the current offices are not large enough to house my whole staff, so two of my employees are located over in a random room of the school. This poses the difficulty of dialogue among my staff as they are in separate buildings. As our school grows, we will soon be needing the room that they are using for classroom space. Also, anytime we want to have a staff meeting, we have to meet at my dining room table because there is no conference room in the current parish offices due to a lack of room.

But maybe the worst thing about the current situation is that I have many people see me with serious issues and it is very difficult to make sure there is privacy in the current offices. I have a noise machine that I turn on that drives my staff crazy, but it is needed to maintain confidentiality in my meetings. A new space can ensure that my office is secure and away from the rest of the staff so that people can feel comfortable sharing their struggles. The only way that would be possible now is if I met with people in my actual living quarters which would not only be imprudent but also would be a scandal to the people of my parish. The proposal of a new area dedicated to the parish office will remedy the current problems we are facing.

I appreciate you considering this proposal and I hope you can see the necessity for the creation of a new area or workspace for my current parish staff. Thank you and God bless!

Pax Christi,



Fr. Josh Waltz

108 Third Street, NE • Mandan, ND 58554 • 701-663-9562 • Fax 701-663-6522

Website: [www.stjosephmandan.com](http://www.stjosephmandan.com) Email: [office@stjosephmandan.com](mailto:office@stjosephmandan.com)

*We are a family that fosters spiritual guidance, service, and fellowship through the ministry of the Sacraments of Jesus Christ to all of God's people, seen and unseen.*



## Images



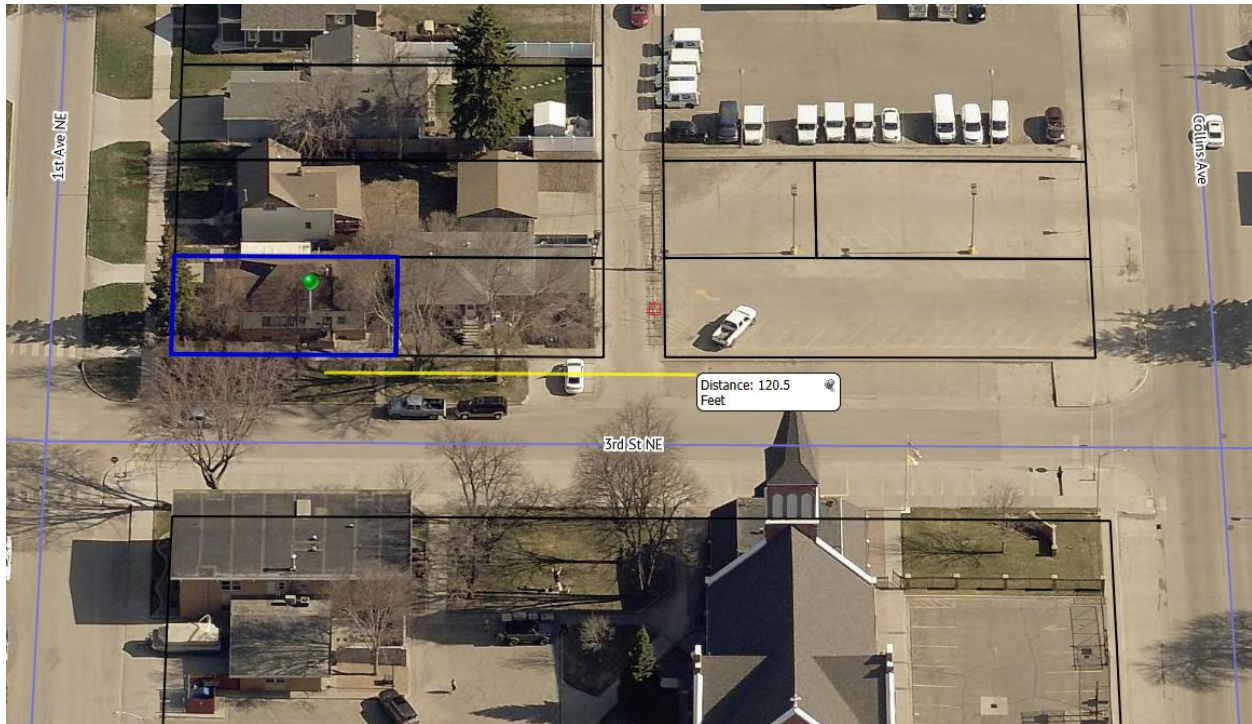
View of existing structure from 1<sup>st</sup> Avenue NE



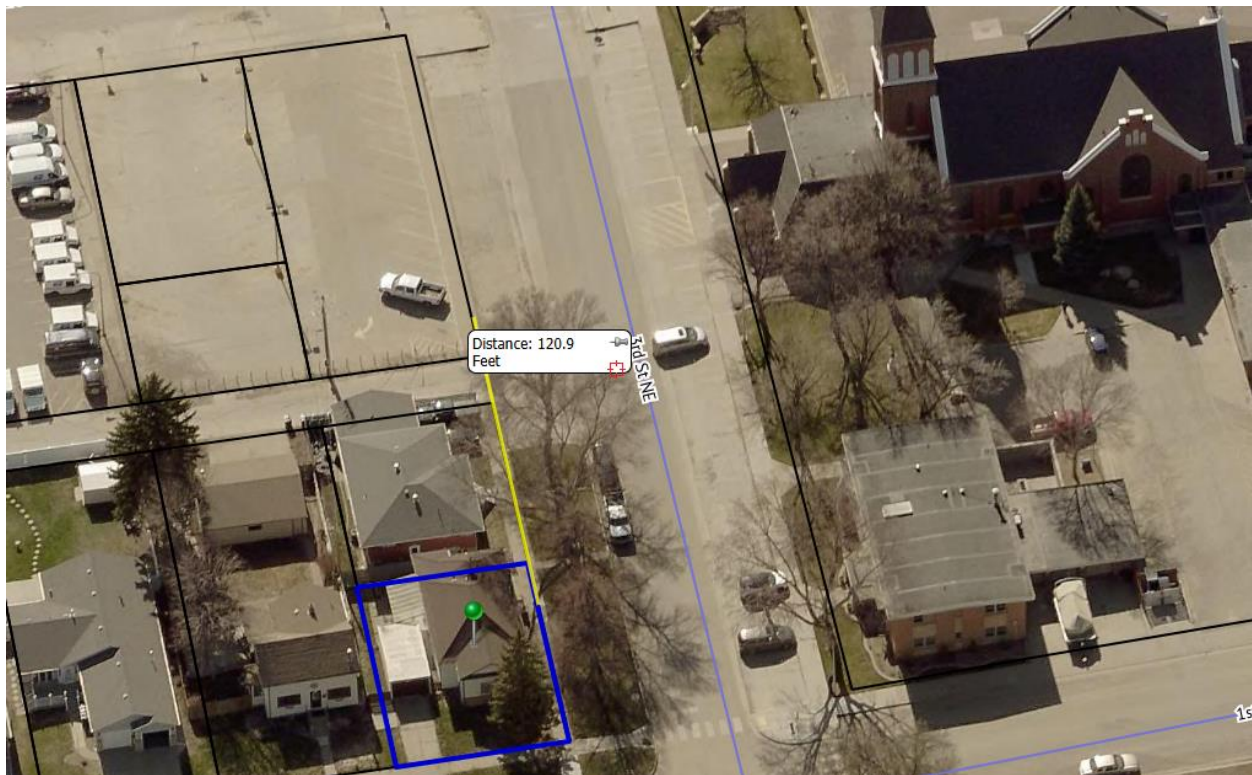
View of existing structure from 3<sup>rd</sup> Street NE



## Images



Oblique image showing proposed off-site parking within 120' of the proposed entrance.



Oblique image showing proposed off-site parking within 120' of the proposed entrance.





# Zoning and Future Land Use Reference Map

Lot 1, Block 35, Mandan Proper

## Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- April '25 Planning Activities

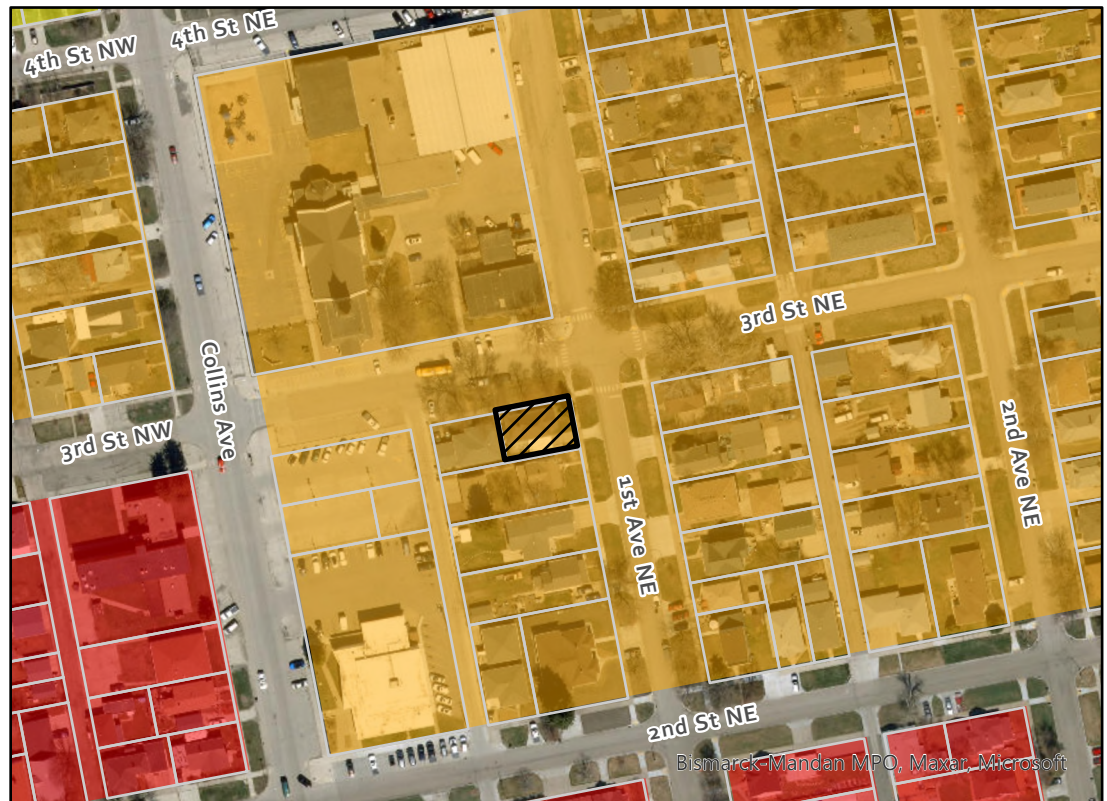
## Zoning



## Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- April '25 Planning Activities

## Future Land Use Plan





## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** jordan singer  
**PRESENTER:** Jordan Singer, Building Official  
**SUBJECT:** Consider a variance for Lot 2, Block 1, Midway 10th Addition

---

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

Consider a variance for Lot 2, Block 1, Midway 10th Addition

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

Abra Auto Body requests consideration of a variance to Section 105-3-13 (6) of the City Code of Ordinances related to side yard building setbacks in the CC - Commercial District. The property is located at 3729 Memorial Highway on Lot 2, Block 1, Midway 10th Addition.

#### **History and Request Overview**

The applicant seeks to add on to the building on the west side. The proposed building addition would be within the area a 35' side yard setback is required.

According to City assessing records, the building on the property was originally constructed in 1965, with an addition completed in 1978. At the time of the original construction, the property was likely located in a different zoning district—possibly the Central Business (CB) district—which did not require side yard setbacks. Although documentation is limited, there is no clear record of when the property was rezoned to the Commercial Corridor (CC) district.

Staff believes that no side yard setback was required at the time of original development, and the existing side setback was likely established voluntarily. In 2005, with the approval of the Midway 11th Addition, the parcel became a corner lot, subjecting it to the 35-foot front yard setback requirement of the CC district. The existing structure is now classified as a legal nonconformity.

The property has operated as an auto body repair shop since at least 2007.

### **Proposed Project**

The applicant proposes a rear addition that would align with the closest existing portion of the building adjacent to the platted 36th Avenue SE. Project details include:

- Extension of 60 feet to the rear
- Maximum width of 125 feet
- Addition of approximately 6,930 square feet of auto body repair space

### **Setback and Encroachment**

The entire west side of the current building encroaches into the required setback in a legally nonconforming manner, with encroachment ranging from approximately 6 feet to just over 22 feet. The proposed addition would maintain a 13.3-foot setback from the 36th Avenue SE property line.

### **Storefront Improvements**

The project also includes storefront improvements, specifically:

- Reorienting the building entrance to face the Memorial Highway corridor
- Squaring off the building facade to improve visual appeal and access

### **Requested Variance**

The applicant is requesting a variance to reduce the required setback from 35 feet to 13 feet along the platted but unimproved 36th Avenue SE right-of-way. This request would allow the proposed addition to align with the existing, legally nonconforming structure.

The applicant's statement of hardship is included in the attached materials for review.

### **Planning and Zoning Commission Public Hearing**

The Planning and Zoning Commission reviewed the variance request at its April 2028 meeting and recommends approval. The Commission found that a hardship exists, as the lot became a corner lot due to subdivision and development actions by adjoining property owners, thereby subjecting it to corner lot standards. The Commission also determined that the request is consistent with the general intent of the zoning ordinance.

### **Staff Comments**

- This item was introduced to the Mandan Architecture Review Commission at the December 10, 2024 meeting and no action was taken.
- Landscaping is required for buildings that are substantially altered such as to the

extent planned by the applicants. This generally consists of a strip of landscaping along the Memorial Highway *in front* of the parking lot/between the parking lot and the road itself and other requirements as necessary.

- Staff has no concerns regarding the reduced building setback at the proposed location, as the addition is not near a planned intersection, where maintaining clear zones or sight triangles would typically be necessary for safety and visibility.
- Previous planning efforts for the Memorial Highway Corridor have emphasized supporting the expansion and intensification of commercial and industrial uses. The proposed storefront improvements are consistent with this planning direction and align with the City's broader vision for the corridor.
- It is also worth noting that this property will experience reduced access once improvements to Memorial Highway are completed. The westernmost driveway apron is scheduled for removal, and it is uncertain whether a new access point onto 36th Avenue SE will be allowed, due to its proximity to higher-speed traffic on the main highway corridor.

### **Adjacent Properties Zoning, Land Use and Future Land Use**

The properties surrounding this property are zoned CC – Commercial/Light Industrial Transition to the west, east and south. Properties to the north are zoned MC - Heavy Commercial. The future land use plan identifies this area for commercial uses along the memorial highway corridor. Existing land uses are a body shop.

### **Additional Information and Public Outreach**

- Application and fee of \$400 was received on March 28, 2025.
- Letters were sent to 5 adjacent property owners.
- As of the time of the publication of this packet, staff fielded one set of general questions about the project.

### **Findings of Fact Zoning Variance**

1. The need for a variance **is not based on special circumstances or conditions unique to the specific parcel of land** involved that are not generally applicable to other properties in this area or within the CB - Commercial / Gateway Overlay districts.
2. The hardship **is not caused by** the provisions of the Zoning Ordinance.
3. Strict application of the provisions of the Zoning Ordinance **would not deprive** the property owner of the reasonable use of the property.
4. The requested variance **is not the minimum variance** that would accomplish

the relief sought by the applicant.

5. The granting of the variance **is in harmony** with the general purposes and intent of the Zoning Ordinance.

**ATTACHMENTS:**

1. Application
2. Statement of Hardship
3. ABRA Drawings
4. Abra Image
5. Images of property
6. Location Map

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

Significant staff time has gone into the review of this project between previous and current requests.

**LEGAL REVIEW:**

This item has been reviewed as part of the agenda packet

**RECOMMENDATION:**

The Planning and Zoning Commission recommends approval of the variance request as outlined in the agenda document contingent upon Mandan Architecture Review Commission review and approval.

**SUGGESTED MOTION:**

I move to approve the setback variance as presented in the agenda packet contingent upon Mandan Architecture Review Commission review and 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)   | X 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) |
| Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250) | Document Recording (\$30)                                  |
| Summary of Request (Add separate sheet(s) as necessary)  |  |
| Request for variance to reduce building setback  |  |

| Engineer/Surveyor   |             |              | Property Owner or Applicant   |             |              |
|---|-------------|--------------|-------------------------------|-------------|--------------|
| Name<br>ILSE Inc. - Abe Ulmer   |             |              | Name<br>Abra Auto Body Mandan |             |              |
| Address<br>4215 Old Red Trail NW  |             |              | Address<br>3729 Memorial Hwy  |             |              |
| City<br>Mandan  | State<br>ND | Zip<br>58554 | City<br>Mandan                | State<br>ND | Zip<br>58554 |
| email<br>abe@ilsurveynd.com   |             |              | email<br>jbuller@abraauto.com |             |              |
| Phone<br>701-220-0968   |             | Fax          | Phone<br>701-663-4527         |             | Fax          |
| If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request. |             |              |                               |             |              |

| Location            |                    | Type    |                 | Existing Zone    | Proposed Zone                        | Project Name  |  |
|---------------------|--------------------|---------|-----------------|------------------|--------------------------------------|---------------|--|
| X                   | City               | ETA     | New             | Addition         | CC                                   | Same          | Abra Auto Body Addition and Renovation |
| Property Address    |                    |         |                 |                  | Legal Description                    |               |  |
| 3729 Memorial Hwy   |                    |         |                 |                  | Lot 2, Block 1, Midway 10th Addition |               |  |
| Current Use         |                    |         |                 |                  |                                      |               |  |
| ABRA Auto Body Shop |                    |         |                 |                  |                                      |               |  |
| Proposed Use        |                    |         |                 |                  |                                      |               |  |
| Same                |                    |         |                 |                  | Section NE 1/4 36                    | Township 139N | Range 81W                              |
| Parcel Size         | Building Footprint | Stories | Building SF     | Required Parking | Provided Parking                     |               |  |
| 1.34 acres          | Ex+Pro 18,076sf    | 1       | Ex + Pro= 18076 | 45               | 45                                   |               |  |

| Print Name | Signature | Date |
|------------|-----------|------|
|            |           |      |

| Office Use Only |                           |                   |                 |
|-----------------|---------------------------|-------------------|-----------------|
| Date Received:  | Initials: nm              | Fees Paid: 400.00 | Date: 3-28-2025 |
| Notice in paper | Mailed to neighbors       | P&Z meeting       |                 |
| Approved        | Approved with conditions: |                   |                 |
| Denied          |                           |                   |                 |



## **Additional Submittals**

### **Variance**

A zoning variance application shall include a detailed statement with the following information:

1. The circumstances or conditions applying to the land or buildings for which the variance is sought

The existing lot has Memorial Highway to the north and future 36th Avenue SE to the west. Due to the future road and existing right of way to the west, this lot has a double front setback of 35'. ABRA would like to reduce the west 35' setback to be a 13' setback to match the existing building.

2. How the applicant is deprived of a reasonable use of said land or building;

The entire west side of the existing building is currently inside the west 35' setback. 32' of existing building is located approx. 22' into the west 35' setback, with another 120' of the building approx. 6' into the 35' setback. ABRA would like to build a building addition onto the south end of the building. The 35' setback restricts them from matching the existing building width.

3. How the grant of a variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

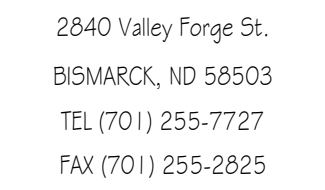
The grant of this variance would match the existing building which has been there for many years.

The Plat of Midway 11th Addition, which created 36th Avenue, took place without including this property. The neighboring land owners platted Midway 11th and put the proposed row adjacent to the west property line, which in turn made the setback into a front yard setback of 35', and such put the existing building into the existing building setback.

4. The minimum variance that will accomplish the relief sought.

Variance to reduce the west setback on this property from 35' to 13'.

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



Northwest Contracting, Inc., prepared this construction plan for its own use and reserves unto itself all rights to the construction plan. This construction plan is not to be used by anyone other than Northwest Contracting, Inc., for any purpose and Northwest Contracting, Inc., disclaims all responsibility for unauthorized use of this plan. This plan is an unpublished work, to which Northwest Contracting, Inc., reserves its common law rights pursuant to Title 17 of the United States Code. Unauthorized use, copying or publication of this plan is prohibited.

Project Name

## ELEVATIONS

NOT FOR  
CONSTRUCTION  
01/21/2025































SHEET NUMBER

A2.1

[www.northwestcontracting.com](http://www.northwestcontracting.com)

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## REVISIONS

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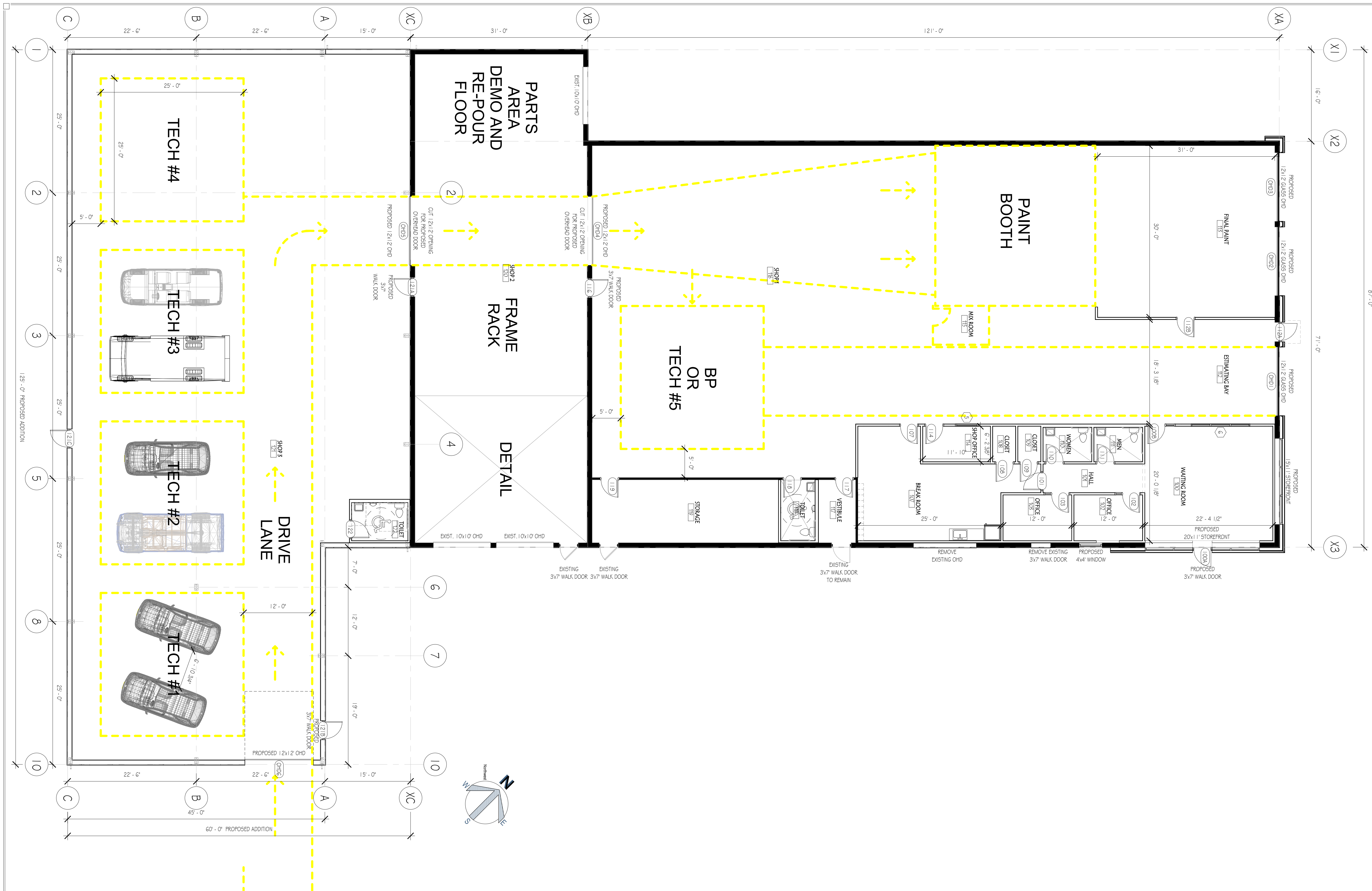
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## FLOOR PLAN

NOT FOR  
CONSTRUCTION  
01/28/2025

|              |                |
|--------------|----------------|
| PROJECT NO:  | Project Number |
| DRAWN BY:    | Author         |
| DATE:        | Issue Date     |
| SHEET NUMBER |                |

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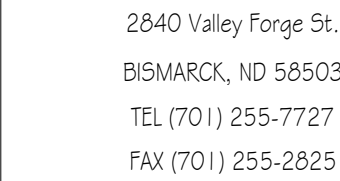
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NOT FOR  
CONSTRUCTION  
02/21/2025

SHEET NUMBER

## AI.2



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Technical drawings of six window frame types (I to VI) showing dimensions and materials. Each drawing includes a side elevation and a top elevation.

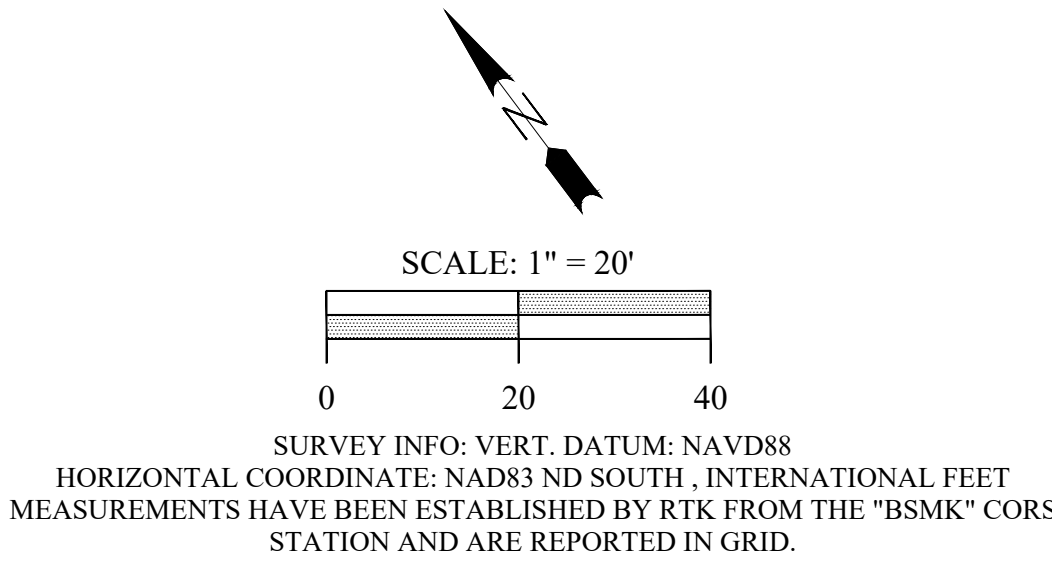
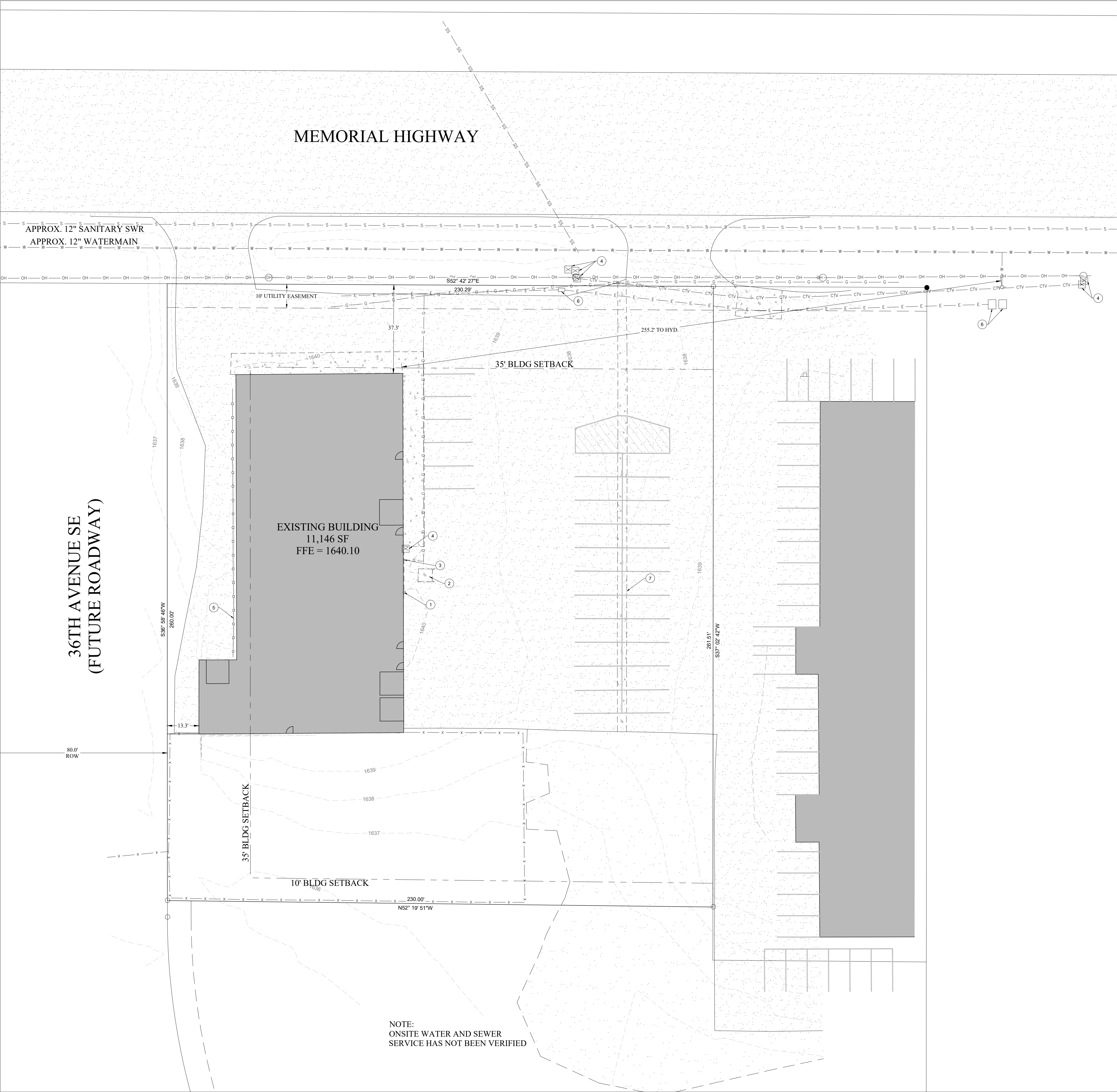
- FRAME TYPE I AL / GLASS**: Side elevation shows a height of 7'-2" and a width of 3'-4". Top elevation shows a width of 3'-4".
- FRAME TYPE 2 HOLLOW METAL**: Side elevation shows a height of 7'-2" and a width of 3'-4". Top elevation shows a width of 7'-0" and a height of 4'-6".
- FRAME TYPE 3 HOLLOW METAL**: Side elevation shows a height of 7'-2" and a width of 4'-6". Top elevation shows a width of 7'-0" and a height of 5'-0".
- FRAME TYPE 4 HOLLOW METAL**: Side elevation shows a height of 7'-2" and a width of 5'-0". Top elevation shows a width of 7'-0" and a height of 5'-6".
- FRAME TYPE 5 HOLLOW METAL**: Side elevation shows a height of 3'-2" and a width of 4'-0". Top elevation shows a width of 4'-0" and a height of 2'-2".
- FRAME TYPE 6 HOLLOW METAL**: Side elevation shows a height of 2'-2" and a width of 9'-0". Top elevation shows a width of 9'-0" and a height of 5'-0". The top elevation is divided into three sections, each 3'-0" wide and 2'-9 3/8" high.

Project Name

## SCHEDULES

|              |                |
|--------------|----------------|
| PROJECT NO:  | Project Number |
| DRAWN BY:    | Author         |
| DATE:        | Issue Date     |
| SHEET NUMBER |                |

A6.1



| LEGEND |                                |  |                   |
|--------|--------------------------------|--|-------------------|
|        | EXISTING SANITARY MANHOLE      |  | EXISTING CONTOUR  |
|        | EXISTING SANITARY CLEANOUT     |  | EXISTING ASPHALT  |
|        | EXISTING POWER POLE            |  | EXISTING GRAVEL   |
|        | EXISTING SIGN                  |  | EXISTING CONCRETE |
|        | EXISTING TV/TELEPHONE PEDESTAL |  | EXISTING BUILDING |
|        | EXISTING FIRE HYDRANT          |  |                   |
|        | EXISTING STORM SEWER           |  |                   |
|        | EXISTING SANITARY SEWER        |  |                   |
|        | EXISTING WATERMAIN             |  |                   |
|        | EXISTING OVERHEAD POWER        |  |                   |
|        | EXISTING UNDERGROUND GAS       |  |                   |
|        | EXISTING UNDERGROUND ELECTRIC  |  |                   |
|        | EXISTING UNDERGROUND CTV       |  |                   |
|        | EXISTING FENCE                 |  |                   |

GENERAL NOTES:

SPECIFICATIONS: All work shall conform to the Project Manual and Specifications as supplemented by or modified by the following plan notes. All work in the City of MandaN Right of Way shall conform to the City of MandaN Construction Specifications and Details.

PERMITS: The Contractor is required to obtain all permits that may be required prior to construction. The Contractor may also be required to complete and file a Notice of Intent (NOI) with the North Dakota Dept. of Environmental Quality if site disturbance is over 1 Acre. The Contractor shall also notify the City of Bismarck prior to working within the City ROW.

CONTRACTOR PARKING STAGING AREA: The Contractor shall not use private property to park vehicles, store materials, or use as a staging area without written permission from the owner of that property. Any damages to private property shall be repaired to the satisfaction of the owner by and at the Contractor's expense.

BENCHMARK: Benchmarks and survey Control points for this project are shown on the plan or will be established by the Engineer. Care shall be taken as to not cover, remove, damage, obscure, move or destroy set benchmarks, lath, hubs, property pins, or other survey monuments. Any damaged or destroyed control points shall be replaced at the Contractor's expense.

SURVEYING: The Contractor shall be responsible for all layout surveying and staking needed for construction activities. Project construction staking shall be provided by the Contractor. Any damaged or destroyed control points will be replaced by the Engineer at the Contractor's expense. Electronic files and control point information will be available through the Engineer for use of grading contractors utilizing GPS equipment.

PROTECTION OF EXISTING UTILITIES: The Contractor is advised that existing utilities are shown in their approximate location and have been taken from information supplied by North Dakota One Call and documents of record. The contractor shall exercise care in construction operations to ensure that existing utilities, pavement, trees, shrubs, grasses, seeded areas, fences, signs, conduits, private irrigation systems, and other site improvements located on or around the construction limits are not disturbed. The Contractor is responsible for locating and protecting all existing utilities. The Contractor shall be responsible for repairing any damage to existing utilities caused by the construction process. Any discrepancies shall immediately be brought to the attention of the Architect/Engineer.

- ④ CALL OUTS:
- EXISTING SANITARY CLEANOUT
  - EXISTING TRANSFORMER
  - EXISTING GAS METER
  - EXISTING TELEPHONE PEDESTAL
  - EXISTING GUARD RAIL
  - EXISTING JUNCTION BOX
  - EXISTING CONCRETE VALLEY GUTTER

LEGAL DESCRIPTION:  
LOT 2, BLOCK 1,  
MIDWAY 10TH ADD.  
Lot Area: 1.34 ACRES

ZONING:  
CC - COMMERCIAL/LIGHT  
INDUSTRIAL TRANSITION

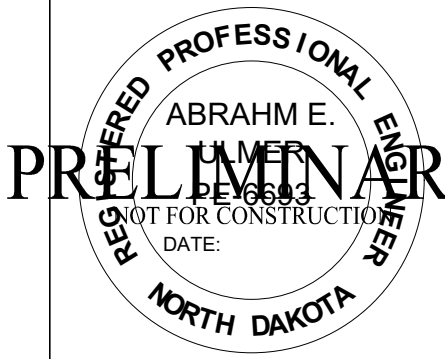
SETBACKS:  
FRONT: 35'  
SIDE: 0'  
REAR: 10'

OWNER:  
BULLER BROTHERS LLC  
1901 E BISMARCK EXPY  
BISMARCK, ND 58504

\*CAUTION\*  
CONTRACTOR IS RESPONSIBLE  
FOR VERIFYING LOCATION OF  
ALL UTILITIES PRIOR TO  
EXCAVATION

ABRA AUTO BODY MANDAN  
3729 MEMORIAL HWY SE  
LOT 2, BLOCK 1, MIDWAY 10TH ADDITION  
MANDAN, NORTH DAKOTA

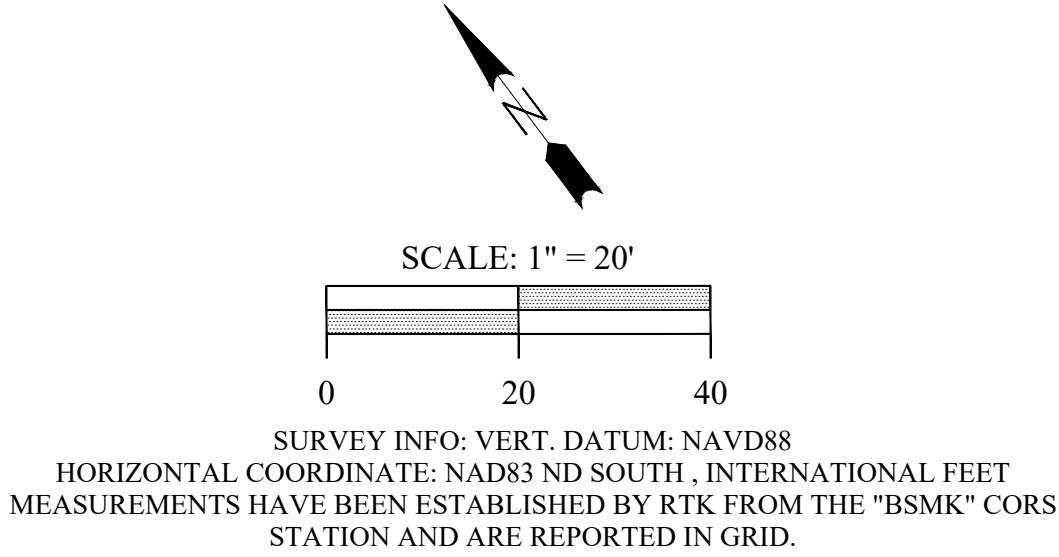
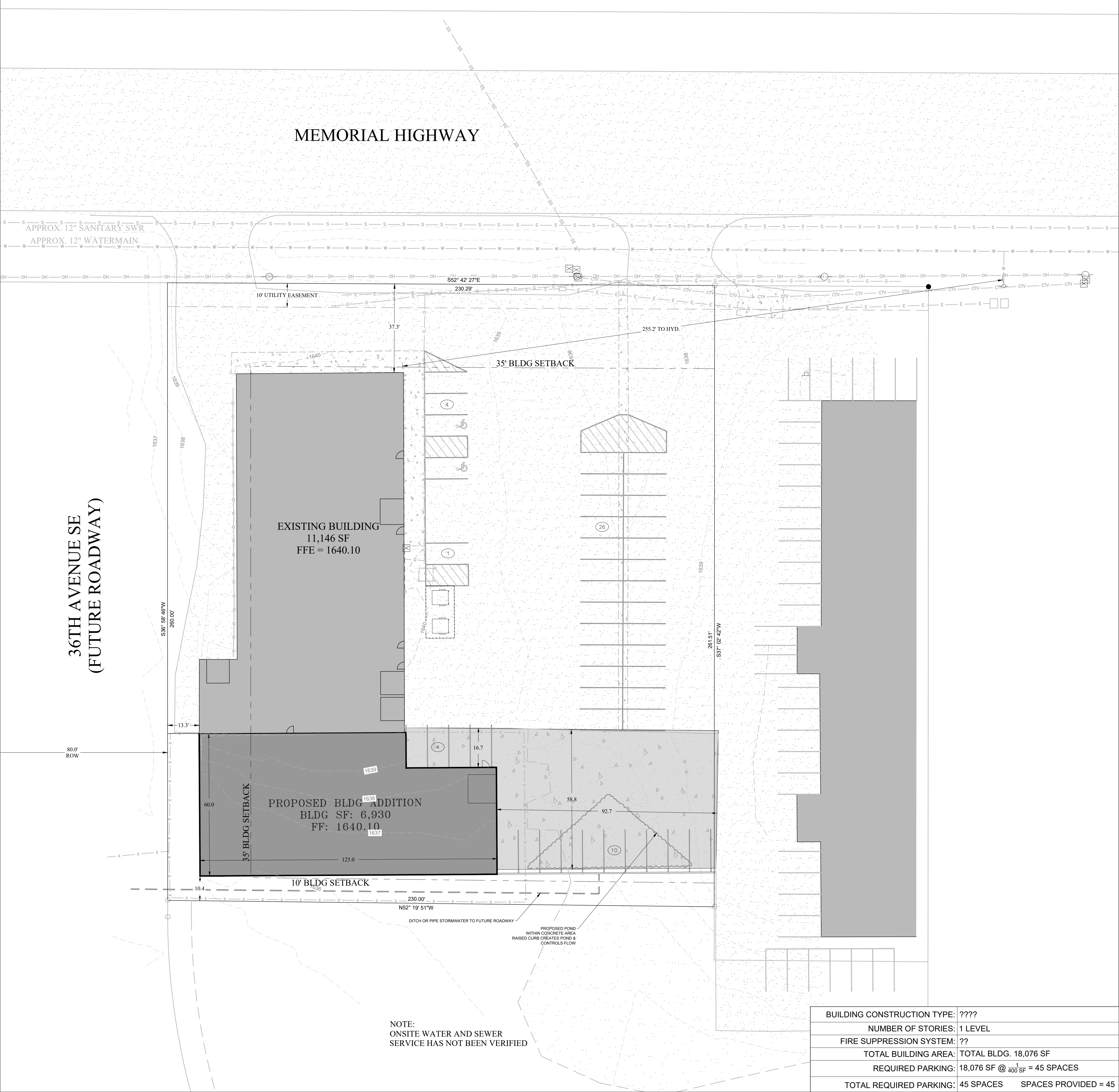
Independent Land Surveying  
& Engineering Inc.  
4215 OLD RED TRAIL NW, Mandan, ND 58554  
Phone: 701-663-5184 PROJ # 24203



C100

EXISTING  
CONDITIONS





LEGEND

- PROPOSED BUILDING ADDITION
- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE PAVEMENT
- PROPOSED SANITARY CLEANOUT
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED WATER SERVICE
- PROPOSED CURB STOP
- PROPOSED CONTOUR
- CONSTRUCTION LIMITS
- PROPOSED PARKING STALL COUNT
- PROPOSED LANDSCAPE
- PROPOSED CURB & GUTER

GENERAL NOTES:

- SPECIFICATIONS:** All work shall conform to the Project Manual and Specifications as supplemented by or modified by the following plan notes. All work in the City of Mandan Right of Way shall conform to the City of Mandan Construction Specifications and Details.
- PROPOSED CONTOURS:** The final contours shown on the plans represent the finished surface to the topsoil, pavement, surfacing, storm sewers, etc. The Contractor is to make allowances as required to account for topsoil and pavement surfacing when completing the site grading.
- SURVEYING:** The Contractor shall be responsible for all layout surveying and staking needed for dirt work construction activities. The Engineer shall supply an electronic file and a minimum of 5 control monuments at the site for the use of the site grading Contractor in laying out the work. Care shall be taken as to not cover, remove, damage, obscure, move or destroy set survey monuments.
- SUBGRADE PREPARATION & TRENCHING DENSITY REQUIREMENTS:** Areas to receive Fill, Gravel Base, Pavement, and the bottom of cut areas shall be scarified to a minimum depth of 6 inches specified and compacted. Contractor shall be required to manipulate substandard areas by working the soil until the specified density and uniform moisture content are achieved. Fill material shall be placed in lifts not exceeding eight inches loose thickness. All Trenches, Fill, and Gravel base shall be compacted to 95% density with a moisture content between +3% to -3% optimum moisture as per ASTM D698.
- CONCRETE:** All Concrete in the city Right of Way shall be in accordance with the City of Mandan Construction Specifications.
- All Concrete shall have 28 day strength of 4,000 psi, with a maximum allowable slump of 4 inches, and air entrainment content between 5% to 7%. The Contractor shall provide a mix design to be approved by the Engineer.
  - All Concrete placed next to the building and/or structures shall have 3" expansion material installed and sealed.
  - Thickened edge sidewalk shall have continuous reinforcement of #4 deformed bars tied together at 24" on center. All other sidewalk shall be the same reinforcement.
  - Parking Lot concrete shall be 6" reinforced concrete. See detail on plan sheet C700.
  - Reinforcement shall be #4 grade 60 deformed bars placed at 24" center-to-center, to be tied together and placed at the vertical center of the concrete slab
  - Concrete joints shall be a maximum of 10'x10', and a concrete jointing plan shall be required by the Contractor and approved prior to implementation.
  - All Construction joints shall be formed with a keyway or tied together with 18" tie bars drilled 1/2 length into existing concrete every 24".
  - Concrete joints shall be saw cut 1/3 the concrete depth, 1/4" wide, cleaned, and sealed with caulking and backer rod. Backer rod shall meet the requirements of ASTM D 5249 type 1. Joint Sealant shall be a cold applied joint sealant specifically manufactured for exterior pavements. Sealant shall be a one part silicone, or electromeric sealant complying with ASTM C920. Sealant shall be white or gray to match concrete color, with a low modulus and be capable of withstanding repeated joint movement without losing adhesion to the concrete without cohesion failure. Joints shall be clean and free of debris per manufactures instructions.
  - Curing Compounds shall conform to ASTM C309- Type 2 white pigmented. Curing Compound coverage shall be per manufactures recommendations.
  - Concrete tests shall be done per the following:
    - One test per 50 Cubic Yards of concrete poured for parking lot pavement or sidewalks.
- PAVEMENT MARKING/STRIPING:** Contractor to stripe entire parking lot after pavement operations are complete as per layout on plan sheets. All paint shall meet the NDDOT specifications. Stripes shall be 4" wide yellow paint. Blue Striping and symbols shall be installed at handicap stalls, along with access aisle diagonal painted with blue lines spaced at 2' on center. All paint shall be applied at 110 SF/GAL.
- AGGREGATE BASE:** Aggregate base shall be Class 5 Gravel per NDDOT specifications or approved equal. Gravel shall be installed to the thickness as shown on plan details, and compacted per specifications.

- Ⓢ CALL OUTS:
1. PROPOSED BUILDING ADDITION
  2. PROPOSED 6" THICK REINFORCED CONCRETE PAVEMENT
  3. PROPOSED CURB & GUTTER
  4. PROPOSED PARKING STRIPING
  5. PROPOSED HC PARKING STALLS - PROVIDE STRIPING & APPROPRIATE SIGNAGE
  6. PROPOSED BOLLARD
  7. PROPOSED DUMPSTER SCREENING - ???
  8. PROPOSED LANDSCAPE
  9. PROPOSED DUMPSTER SCREENING

LEGAL DESCRIPTION:  
LOT 2, BLOCK 1,  
MIDWAY 10TH ADD.  
Lot Area: 1.34 ACRES

SETBACKS:  
FRONT: 35'  
SIDE: 0'  
REAR: 10'

ZONING:  
CC - COMMERCIAL/LIGHT  
INDUSTRIAL TRANSITION

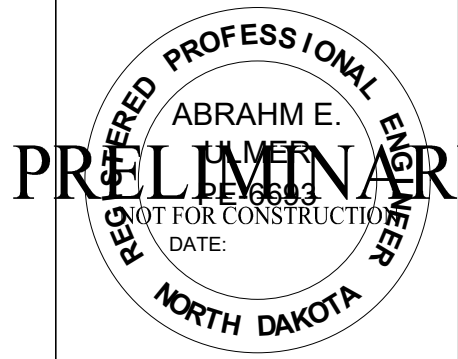
OWNER:  
BULLER BROTHERS LLC  
1901 E BISMARK EXPY  
BISMARCK, ND 58504

\*CAUTION\*  
CONTRACTOR IS RESPONSIBLE  
FOR VERIFYING LOCATION OF  
ALL UTILITIES PRIOR TO  
EXCAVATION

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ABRA AUTO BODY MANDAN  
3729 MEMORIAL HWY SE  
LOT 2, BLOCK 1, MIDWAY 10TH ADDITION  
MANDAN, NORTH DAKOTA

Independent Land Surveying  
& Engineering Inc.  
4215 OLD RED TRAIL NW, Mandan, ND 58554  
Phone: 701-663-5184 PROJ # 24203



C200

SHEET  
PROPOSED  
CONDITIONS







## Images



View of existing structure from Memorial Highway SE.



The proposed addition would be built in-line with the loading dock which projects off of the building towards the west (viewer's right).



## Images



Oblique view, looking south toward subject property. Proposed building addition would be in the rear.



Oblique view, looking west toward subject property. Proposed building addition would be in the rear.





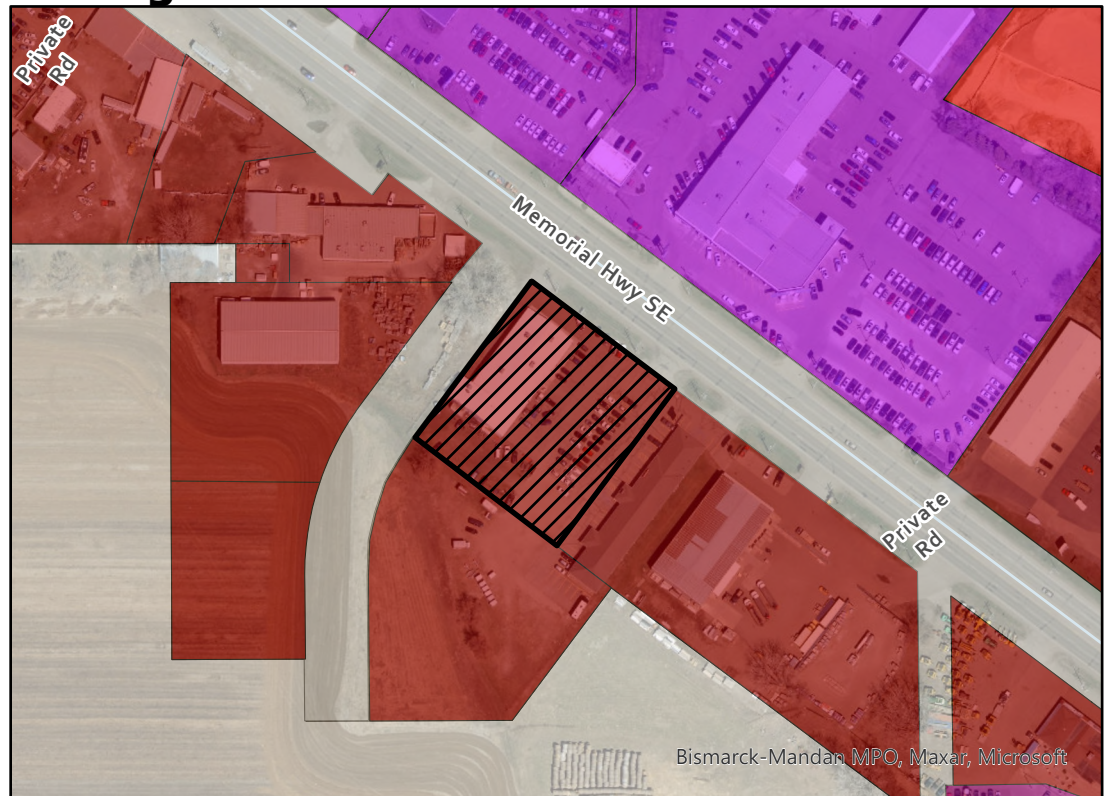
# Zoning and Future Land Use Reference Map

Lot 2, Block 1, Midway 10th Add

## Zoning

### Zoning Map Key

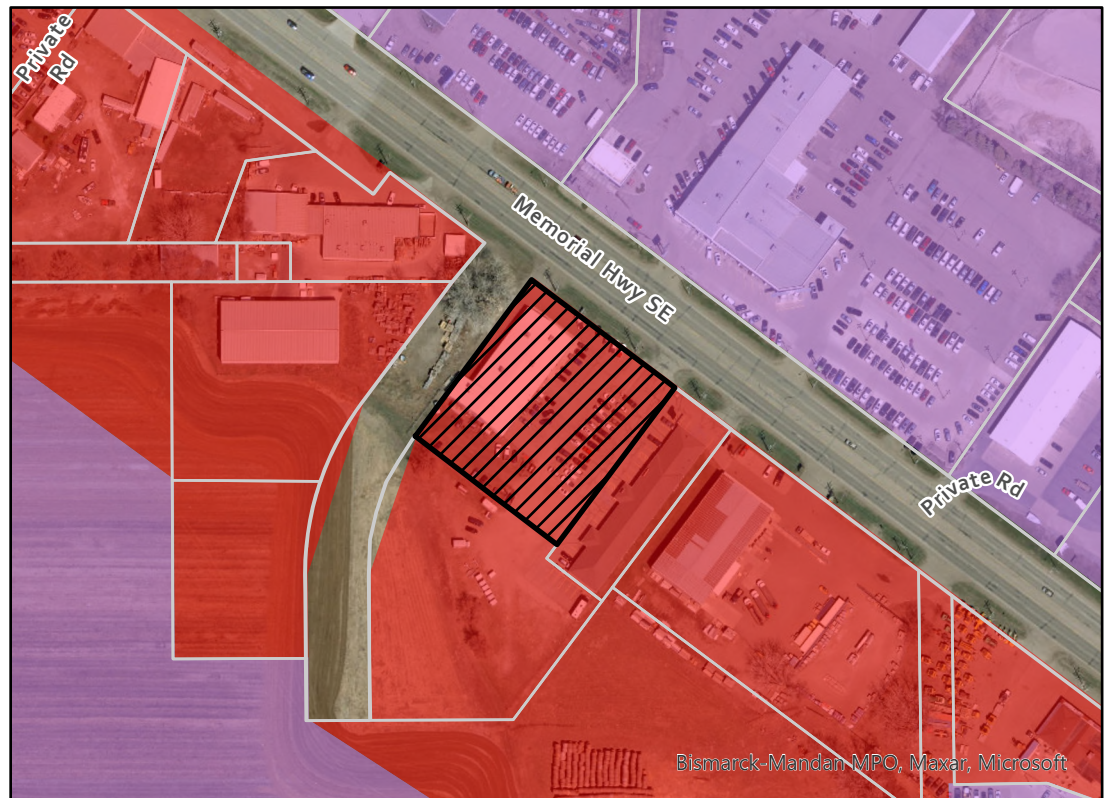
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- April '25 Planning Activities



### Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- April '25 Planning Activities

## Future Land Use Plan





## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 15, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider concurring to award a bid for the North Dakota Department of Transportation chip seal projects.

---

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

Consider and potentially concur to award the low bidder for NDDOT chip seal projects.

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

The low bid for the I-94 and ND 810 chip seal was submitted by Asphalt Preservation Co Inc in the amount of \$2,191,068.28. According to the agreement with the City of Mandan, the City's share of the ND 810 portion of the project is estimated to be \$14,132.35. The City is not responsible for any cost on the interstate projects. See contract detail estimates for cost breakdown and limits.

Bids for the construction on the above noted project were taken at our bid opening of May 9, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

#### **ATTACHMENTS:**

1. RESOLUTION OF CONCURRENCE TO AWARD PROJECT
2. Contract Detail Estimates

#### **FISCAL IMPACT:**

The City's responsibility is 10% of the ND 810 project, which is estimated to be \$14,132.35. This would be paid out of City's sales tax funds.

#### **STAFF IMPACT:**

Subject: Consider concurring to award a bid for the North Dakota Department of Transportation chip seal projects.

Page 2 of 2

---

Minimal

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

To approve the Resolution of Concurrence for the NDDOT Projects

**SUGGESTED MOTION:**

I move to approve the Resolution of Concurrence for the NDDOT projects, as presented.

**RESOLUTION OF CONCURRENCE TO AWARD PROJECT NHU-1-810(035)000, PCN 24541, 24542 & 24543 – BURLEIGH & MORTON COS; I-94, JCT ND 25 TO 3 MI E OF JCT US 83 EB/WB - BISMARCK & I-194; JCT I-94 TO ND 810 EB/WB - MANDAN & ND 810, JCT I-94B (MEMORIAL HIGHWAY) TO EXPRESSWAY BRIDGE EB/WB - MANDAN**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, that the governing body of the City of Mandan, concurs with the North Dakota Department of Transportation in recommending the award of the above referenced project to the low bidder.

This resolution shall become effective upon the date of its adoption.

Dated and adopted this 20th day of May, 2025.

\_\_\_\_\_  
James Froehlich, President of the Board of City Commissioners

Attest: \_\_\_\_\_  
Jim Neubauer, City Administrator



May 9, 2025

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

**PROJECTS: IM-1-094(009)147, IM-1-194(247)000 & NHU-1-810(035)000; PCN 24541, 24542 & 24543 – BURLEIGH & MORTON COS; I-94, JCT ND 25 TO 3 MI E OF JCT US 83 EB/WB - BISMARCK & I-194; JCT I-94 TO ND 810 EB/WB - MANDAN & ND 810, JCT I-94B (MEMORIAL HIGHWAY) TO EXPRESSWAY BRIDGE EB/WB - MANDAN**

Bids for the construction on the above noted project were taken at our bid opening of May 9, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for CHIP SEAL was submitted by Asphalt Preservation Co Inc dba APC Inc of Detroit Lakes, MN in the amount of \$2,191,068.28. According to the agreement with the City of Mandan, the City's share of project **NHU-1-810(035)000** is estimated to be \$14,132.35. The City is not responsible for any cost on tied projects **IM-1-094(009)147 or IM-1-194(247)000**. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Mandan to **concur**, in writing, in the estimated amount before May 16, 2025, if possible.

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

Sincerely,



Phillip Murdoff, PE  
Construction Services Engineer

80/pm/jmm  
Enclosure

North Dakota **FEDERAL AID**

Project Number: **IM-1-094(009)147**

PCN: **24541**

Job Number: **24541**

Bid Opening Date: **5/9/2025**

English/Metric: **ENGLISH**

Contract with **ASPHALT PRESERVATION CO INC DBA APC INC DETROIT LAKES, MN**

Signed Date:

County(s): **BURLEIGH MORTON**

Location: **I-94, JCT ND 25 TO 3 MI E OF JCT US 83 EB/WB - BISMARCK**

Roadway: **URBAN**

**I94E000M RP 147.023 (147.0658) TO RP 162.095 (162.1022)**  
**I94W000M RP 147.023 (147.0852) TO RP 162.095 (162.0311)**

Type: **CHIP SEAL**

Participating: **Y**

| Spec          | Code          | Item Description                  | Quantity     | Unit   | Unit Price   | Amount         |
|---------------|---------------|-----------------------------------|--------------|--------|--------------|----------------|
| 103           | 0100          | CONTRACT BOND                     | 0.860        | L SUM  | \$11,000.00  | \$9,460.00     |
| 420           | 0405          | SEAL COAT                         | 738,774.000  | SY     | \$1.96       | \$1,447,997.04 |
| 702           | 0100          | MOBILIZATION                      | 0.860        | L SUM  | \$195,000.00 | \$167,700.00   |
| 704           | 1000          | TRAFFIC CONTROL SIGNS             | 5,324.000    | UNIT   | \$2.20       | \$11,712.80    |
| 704           | 1048          | PORTABLE RUMBLE STRIPS            | 2.000        | EA     | \$710.00     | \$1,420.00     |
| 704           | 1052          | TYPE III BARRICADE                | 15.000       | EA     | \$165.00     | \$2,475.00     |
| 704           | 1060          | DELINEATOR DRUMS                  | 300.000      | EA     | \$16.50      | \$4,950.00     |
| 704           | 1067          | TUBULAR MARKERS                   | 600.000      | EA     | \$19.80      | \$11,880.00    |
| 704           | 1087          | SEQUENCING ARROW PANEL-TYPE C     | 3.000        | EA     | \$550.00     | \$1,650.00     |
| 704           | 1500          | OBLITERATION OF PAVEMENT MARKING  | 820.000      | SF     | \$4.70       | \$3,854.00     |
| 704           | 4011          | PORTABLE CHANGEABLE MESSAGE SIGN  | 4.000        | EA     | \$1,450.00   | \$5,800.00     |
| 762           | 0103          | PVMT MK PAINTED-MESSAGE           | 615.000      | SF     | \$7.54       | \$4,637.10     |
| 762           | 0200          | RAISED PAVEMENT MARKERS           | 180.000      | EA     | \$1.00       | \$180.00       |
| 762           | 0434          | SHORT TERM 8IN LINE-TYPE NR       | 177.000      | LF     | \$1.98       | \$350.46       |
| 762           | 0436          | SHORT TERM 24IN LINE-TYPE NR      | 547.000      | LF     | \$7.04       | \$3,850.88     |
| 762           | 0437          | SHORT TERM 12IN LINE-TYPE NR      | 16,547.000   | LF     | \$0.51       | \$8,438.97     |
| 762           | 0442          | SHORT TERM MESSAGE-TYPE NR        | 679.000      | SF     | \$6.47       | \$4,393.13     |
| 762           | 0460          | SHORT TERM PAINTED LINE-SEAL JOBS | 420,100.000  | LF     | \$0.23       | \$96,623.00    |
| 762           | 1106          | PVMT MK PAINTED 6IN LINE          | 420,100.000  | LF     | \$0.21       | \$88,221.00    |
| 762           | 1108          | PVMT MK PAINTED 8IN LINE          | 177.000      | LF     | \$2.80       | \$495.60       |
| 762           | 1112          | PVMT MK PAINTED 12IN LINE         | 16,547.000   | LF     | \$0.50       | \$8,273.50     |
| 762           | 1124          | PVMT MK PAINTED 24IN LINE         | 547.000      | LF     | \$7.87       | \$4,304.89     |
| Subtotal      |               |                                   |              |        |              | \$1,888,667.37 |
| Eng and Contg |               |                                   |              |        |              | \$188,866.74   |
| Total         |               |                                   |              |        |              | \$2,077,534.11 |
| Length        | 13.3720 Miles | BURLEIGH                          | 3.8403 Miles | MORTON | 9.5317 Miles |                |

|                  |        |                |
|------------------|--------|----------------|
|                  |        | Construction   |
| Estimated Cost   |        | \$2,077,534.11 |
| IM FEDERAL FUNDS | 90.00% | \$1,869,780.70 |
| IM STATE FUNDS   | 10.00% | \$207,753.41   |

North Dakota **FEDERAL AID**

Bid Opening Date: **5/9/2025**

Project Number: **IM-1-094(009)147**

PCN: 24541

Job Number: 24541

English/Metric: **ENGLISH**

## Summary for Project

|        |               |          |              |        |              |
|--------|---------------|----------|--------------|--------|--------------|
| Length | 13.3720 Miles | BURLEIGH | 3.8403 Miles | MORTON | 9.5317 Miles |
|--------|---------------|----------|--------------|--------|--------------|

Estimated Total Construction Cost: **\$1,888,667.37**

Estimated Total Eng and Contg: **\$188,866.74**

|      | Construction | Total |
|------|--------------|-------|
| 2010 | 10.0         | 10.0  |
| 2011 | 10.0         | 10.0  |
| 2012 | 10.0         | 10.0  |
| 2013 | 10.0         | 10.0  |
| 2014 | 10.0         | 10.0  |
| 2015 | 10.0         | 10.0  |
| 2016 | 10.0         | 10.0  |
| 2017 | 10.0         | 10.0  |
| 2018 | 10.0         | 10.0  |
| 2019 | 10.0         | 10.0  |
| 2020 | 10.0         | 10.0  |
| 2021 | 10.0         | 10.0  |
| 2022 | 10.0         | 10.0  |
| 2023 | 10.0         | 10.0  |
| 2024 | 10.0         | 10.0  |
| 2025 | 10.0         | 10.0  |
| 2026 | 10.0         | 10.0  |
| 2027 | 10.0         | 10.0  |
| 2028 | 10.0         | 10.0  |
| 2029 | 10.0         | 10.0  |
| 2030 | 10.0         | 10.0  |
| 2031 | 10.0         | 10.0  |
| 2032 | 10.0         | 10.0  |
| 2033 | 10.0         | 10.0  |
| 2034 | 10.0         | 10.0  |
| 2035 | 10.0         | 10.0  |
| 2036 | 10.0         | 10.0  |
| 2037 | 10.0         | 10.0  |
| 2038 | 10.0         | 10.0  |
| 2039 | 10.0         | 10.0  |
| 2040 | 10.0         | 10.0  |
| 2041 | 10.0         | 10.0  |
| 2042 | 10.0         | 10.0  |
| 2043 | 10.0         | 10.0  |
| 2044 | 10.0         | 10.0  |
| 2045 | 10.0         | 10.0  |
| 2046 | 10.0         | 10.0  |
| 2047 | 10.0         | 10.0  |
| 2048 | 10.0         | 10.0  |
| 2049 | 10.0         | 10.0  |
| 2050 | 10.0         | 10.0  |
| 2051 | 10.0         | 10.0  |
| 2052 | 10.0         | 10.0  |
| 2053 | 10.0         | 10.0  |
| 2054 | 10.0         | 10.0  |
| 2055 | 10.0         | 10.0  |
| 2056 | 10.0         | 10.0  |
| 2057 | 10.0         | 10.0  |
| 2058 | 10.0         | 10.0  |
| 2059 | 10.0         | 10.0  |
| 2060 | 10.0         | 10.0  |
| 2061 | 10.0         | 10.0  |
| 2062 | 10.0         | 10.0  |
| 2063 | 10.0         | 10.0  |
| 2064 | 10.0         | 10.0  |
| 2065 | 10.0         | 10.0  |
| 2066 | 10.0         | 10.0  |
| 2067 | 10.0         | 10.0  |
| 2068 | 10.0         | 10.0  |
| 2069 | 10.0         | 10.0  |
| 2070 | 10.0         | 10.0  |
| 2071 | 10.0         | 10.0  |
| 2072 | 10.0         | 10.0  |
| 2073 | 10.0         | 10.0  |
| 2074 | 10.0         | 10.0  |
| 2075 | 10.0         | 10.0  |
| 2076 | 10.0         | 10.0  |
| 2077 | 10.0         | 10.0  |
| 2078 | 10.0         | 10.0  |
| 2079 | 10.0         | 10.0  |
| 2080 | 10.0         | 10.0  |
| 2081 | 10.0         | 10.0  |
| 2082 | 10.0         | 10.0  |
| 2083 | 10.0         | 10.0  |
| 2084 | 10.0         | 10.0  |
| 2085 | 10.0         | 10.0  |
| 2086 | 10.0         | 10.0  |
| 2087 | 10.0         | 10.0  |
| 2088 | 10.0         | 10.0  |
| 2089 | 10.0         | 10.0  |
| 2090 | 10.0         | 10.0  |
| 2091 | 10.0         | 10.0  |
| 2092 | 10.0         | 10.0  |
| 2093 | 10.0         | 10.0  |
| 2094 | 10.0         | 10.0  |
| 2095 | 10.0         | 10.0  |
| 2096 | 10.0         | 10.0  |
| 2097 | 10.0         | 10.0  |
| 2098 | 10.0         | 10.0  |
| 2099 | 10.0         | 10.0  |
| 2100 | 10.0         | 10.0  |

|                |                |                |
|----------------|----------------|----------------|
| Estimated Cost | \$2,077,534.11 | \$2,077,534.11 |
|----------------|----------------|----------------|

|                         |                       |                       |
|-------------------------|-----------------------|-----------------------|
| <b>IM FEDERAL FUNDS</b> | <b>\$1,869,780.70</b> | <b>\$1,869,780.70</b> |
|-------------------------|-----------------------|-----------------------|

|                       |                     |                     |
|-----------------------|---------------------|---------------------|
| <b>IM STATE FUNDS</b> | <b>\$207,753.41</b> | <b>\$207,753.41</b> |
|-----------------------|---------------------|---------------------|

North Dakota **FEDERAL AID**

Project Number: **IM-1-194(247)000**

PCN: **24542**

Job Number: **24541**

Bid Opening Date: **5/9/2025**

English/Metric: **ENGLISH**

Signed Date:

Contract with **ASPHALT PRESERVATION CO INC DBA APC INC DETROIT LAKES, MN**

County(s): **MORTON**

Location: **I-194; JCT I-94 TO ND 810 EB/WB - MANDAN**

Roadway: **URBAN**

LRS\_ID I194E000M RP 0 (0) TO RP 1.072 (1.0529)

LRS\_ID I194W000M RP 0 (0) TO RP 1.072 (1.0544)

Type: **CHIP SEAL**

Participating: **Y**

| Spec          | Code | Item Description                  | Quantity   | Unit  | Unit Price   | Amount       |
|---------------|------|-----------------------------------|------------|-------|--------------|--------------|
| 103           | 0100 | CONTRACT BOND                     | 0.080      | L SUM | \$11,000.00  | \$880.00     |
| 107           | 0100 | RAILWAY PROTECTION INSURANCE      | 1.000      | L SUM | \$2,500.00   | \$2,500.00   |
| 107           | 0140 | RAILROAD COORDINATION             | 1.000      | L SUM | \$2,000.00   | \$2,000.00   |
| 107           | 0145 | RAILROAD FLAGGING                 | 1,600.000  | DAY   | \$2.00       | \$3,200.00   |
| 420           | 0405 | SEAL COAT                         | 65,829.000 | SY    | \$1.96       | \$129,024.84 |
| 702           | 0100 | MOBILIZATION                      | 0.080      | L SUM | \$195,000.00 | \$15,600.00  |
| 704           | 1500 | OBLITERATION OF PAVEMENT MARKING  | 45.000     | SF    | \$4.70       | \$211.50     |
| 762           | 0434 | SHORT TERM 8IN LINE-TYPE NR       | 311.000    | LF    | \$1.98       | \$615.78     |
| 762           | 0436 | SHORT TERM 24IN LINE-TYPE NR      | 32.000     | LF    | \$7.04       | \$225.28     |
| 762           | 0437 | SHORT TERM 12IN LINE-TYPE NR      | 2,906.000  | LF    | \$0.51       | \$1,482.06   |
| 762           | 0460 | SHORT TERM PAINTED LINE-SEAL JOBS | 35,477.000 | LF    | \$0.23       | \$8,159.71   |
| 762           | 1106 | PVMT MK PAINTED 6IN LINE          | 35,477.000 | LF    | \$0.21       | \$7,450.17   |
| 762           | 1108 | PVMT MK PAINTED 8IN LINE          | 311.000    | LF    | \$2.80       | \$870.80     |
| 762           | 1112 | PVMT MK PAINTED 12IN LINE         | 2,906.000  | LF    | \$0.50       | \$1,453.00   |
| 762           | 1124 | PVMT MK PAINTED 24IN LINE         | 32.000     | LF    | \$7.87       | \$251.84     |
| Subtotal      |      |                                   |            |       |              | \$173,924.98 |
| Eng and Contg |      |                                   |            |       |              | \$17,392.50  |
| Total         |      |                                   |            |       |              | \$191,317.48 |

Length           **0.9810 Miles**

| Estimated Cost          |               | Construction        |
|-------------------------|---------------|---------------------|
|                         |               | <b>\$191,317.48</b> |
| <b>IM FEDERAL FUNDS</b> | <b>90.00%</b> | <b>\$172,185.73</b> |
| <b>IM STATE FUNDS</b>   | <b>10.00%</b> | <b>\$19,131.75</b>  |

North Dakota **FEDERAL AID**

Project Number: **IM-1-194(247)000**

PCN: **24542**

Job Number: **24541**

Bid Opening Date: **5/9/2025**

English/Metric: **ENGLISH**

Summary for Project

Length

0.9810 Miles

MORTON

0.9810 Miles

Estimated Total Construction Cost:

\$173,924.98

Estimated Total Eng and Contg:

\$17,392.50

|                  | Construction | Total        |
|------------------|--------------|--------------|
| Estimated Cost   | \$191,317.48 | \$191,317.48 |
| IM FEDERAL FUNDS | \$172,185.73 | \$172,185.73 |
| IM STATE FUNDS   | \$19,131.75  | \$19,131.75  |

North Dakota **FEDERAL AID**

Project Number: **NHU-1-810(035)000**

PCN: **24543**

Job Number: **24541**

Bid Opening Date: **5/9/2025**

English/Metric: **ENGLISH**

Contract with **ASPHALT PRESERVATION CO INC DBA APC INC DETROIT LAKES, MN**

Signed Date:

County(s): **MORTON**

Location: **ND 810, JCT I-94B (MEMORIAL HIGHWAY) TO EXPRESSWAY BRIDGE EB/WB - MANDAN**

Roadway: **URBAN**

LRS\_ID S810E000M RP 0 (0) TO RP 0.863 (0.867)  
LRS\_ID S810W000M RP 0 (0) TO RP 0.863 (0.8573)

Type: **CHIP SEAL**

Participating: **Y**

| Spec          | Code | Item Description                  | Quantity   | Unit  | Unit Price   | Amount       |
|---------------|------|-----------------------------------|------------|-------|--------------|--------------|
| 103           | 0100 | CONTRACT BOND                     | 0.060      | L SUM | \$11,000.00  | \$660.00     |
| 420           | 0405 | SEAL COAT                         | 46,861.000 | SY    | \$1.96       | \$91,847.56  |
| 702           | 0100 | MOBILIZATION                      | 0.060      | L SUM | \$195,000.00 | \$11,700.00  |
| 704           | 1500 | OBLITERATION OF PAVEMENT MARKING  | 520.000    | SF    | \$4.70       | \$2,444.00   |
| 762           | 0436 | SHORT TERM 24IN LINE-TYPE NR      | 98.000     | LF    | \$7.04       | \$689.92     |
| 762           | 0437 | SHORT TERM 12IN LINE-TYPE NR      | 1,787.000  | LF    | \$0.51       | \$911.37     |
| 762           | 0460 | SHORT TERM PAINTED LINE-SEAL JOBS | 37,906.000 | LF    | \$0.23       | \$8,718.38   |
| 762           | 1106 | PVMT MK PAINTED 6IN LINE          | 37,906.000 | LF    | \$0.21       | \$7,960.26   |
| 762           | 1112 | PVMT MK PAINTED 12IN LINE         | 1,787.000  | LF    | \$0.50       | \$893.50     |
| 762           | 1124 | PVMT MK PAINTED 24IN LINE         | 98.000     | LF    | \$7.87       | \$771.26     |
| 762           | 1350 | PAVEMENT MARKING MESSAGE-MASKING  | 48.000     | SF    | \$39.16      | \$1,879.68   |
| Subtotal      |      |                                   |            |       |              | \$128,475.93 |
| Eng and Contg |      |                                   |            |       |              | \$12,847.59  |
| Total         |      |                                   |            |       |              | \$141,323.52 |

Length        **0.7350 Miles**

| Construction          |        |              |
|-----------------------|--------|--------------|
| Estimated Cost        |        | \$141,323.52 |
| NHU FEDERAL FUNDS     | 80.93% | \$114,373.13 |
| NHU STATE FUNDS       | 9.07%  | \$12,818.04  |
| NHU MANDAN CITY FUNDS | 10.00% | \$14,132.35  |



North Dakota **FEDERAL AID**

Project Number: **NHU-1-810(035)000**

PCN: **24543**

Job Number: **24541**

Bid Opening Date: **5/9/2025**

English/Metric: **ENGLISH**

Summary for Project

Length

0.7350 Miles

MORTON

0.7350 Miles

Estimated Total Construction Cost:

\$128,475.93

Estimated Total Eng and Contg:

\$12,847.59

|                       | Construction | Total        |
|-----------------------|--------------|--------------|
| Estimated Cost        | \$141,323.52 | \$141,323.52 |
| NHU FEDERAL FUNDS     | \$114,373.13 | \$114,373.13 |
| NHU STATE FUNDS       | \$12,818.04  | \$12,818.04  |
| NHU MANDAN CITY FUNDS | \$14,132.35  | \$14,132.35  |

| ND DEPARTMENT OF TRANSPORTATION  |                                   |       |           | SHEET NO. 1 OF 1                                  |           | ABSTRACT OF BIDS RECEIVED  |           |  |           |
|--|-----------------------------------|-------|-----------|---|-----------|--|-----------|--|-----------|
| PROJECT NO. IM-1-094(009)147<br>IM-1-194(247)000<br>NHU-1-810(035)000<br>COUNTY & DATE BURLEIGH (015) AND MORTON MAY 09, 2025 09:30AM<br>LENGTH & TYPE 15.088<br>I-94, ND 25 TO 3 MILES E OF US 83<br>COMPLETION TIME 08/15/25 CHIP SEAL |                                   |       |           | NO. 24541<br>BIDDER<br>ENGINEERS ESTIMATE         |           | BIDDER<br>ASPHALT PRESERVATION<br>CO INC DBA APC INC<br>DETROIT LAKES, MN<br>C.C. BOND RANK 01 |           | BIDDER<br>ASPHALT SURFACE TECH<br>NOLOGIES CORPORATION<br>SAINT CLOUD, MN<br>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      | 15300000  | 15300000  | 11000000   | 11000000  | 6700000  | 6700000   |
| 107  | RAILWAY PROTECTION INSURANCE      | L SUM | 1000      | 4000000   | 4000000   | 2500000  | 2500000   | 2500000  | 2500000   |
| 107  | RAILROAD COORDINATION             | L SUM | 1000      | 5000000   | 5000000   | 2000000  | 2000000   | 2500000  | 2500000   |
| 107  | RAILROAD FLAGGING                 | DAY   | 1600000   | 2000  | 3200000   | 2000   | 3200000   | 4000   | 6400000   |
| 420  | SEAL COAT                         | SY    | 851464000 | 2040  | 173698656 | 1960   | 166886944 | 2500   | 212866000 |
| 702  | MOBILIZATION                      | L SUM | 1000      | 245000000   | 245000000 | 195000000  | 195000000 | 89000000   | 89000000  |
| 704  | TRAFFIC CONTROL SIGNS             | UNIT  | 5324000   | 2360  | 12564640  | 2200   | 11712800  | 2500   | 13310000  |
| 704  | PORTABLE RUMBLE STRIPS            | EA    | 2000      | 701200  | 1402400   | 710000   | 1420000   | 800000   | 1600000   |
| 704  | TYPE III BARRICADE                | EA    | 15000     | 118310  | 1774650   | 165000   | 2475000   | 275000   | 4125000   |
| 704  | DELINEATOR DRUMS                  | EA    | 300000    | 26020   | 7806000   | 16500  | 4950000   | 35000  | 10500000  |
| 704  | TUBULAR MARKERS                   | EA    | 600000    | 5470  | 3282000   | 19800  | 11880000  | 16000  | 9600000   |
| 704  | SEQUENCING ARROW PANEL-TYPE C     | EA    | 3000      | 1300000   | 3900000   | 550000   | 1650000   | 2625000  | 7875000   |
| 704  | OBLITERATION OF PAVEMENT MARKING  | SF    | 1385000   | 2250  | 3116250   | 4700   | 6509500   | 3300   | 4570500   |
| 704  | PORTABLE CHANGEABLE MESSAGE SIGN  | EA    | 4000      | 6744600   | 26978400  | 1450000  | 5800000   | 4400000  | 17600000  |
| 762  | PVMT MK PAINTED-MESSAGE           | SF    | 615000    | 5900  | 3628500   | 7540   | 4637100   | 7190   | 4421850   |
| 762  | RAISED PAVEMENT MARKERS           | EA    | 180000    | 2380  | 428400    | 1000   | 180000    | 4000   | 720000    |
| 762  | SHORT TERM 8IN LINE-TYPE NR       | LF    | 488000    | 1750  | 8539000   | 1980   | 9662400   | 1890   | 9223200   |
| 762  | SHORT TERM 24IN LINE-TYPE NR      | LF    | 677000    | 14080   | 9532160   | 7040   | 4766080   | 6720   | 4549440   |
| 762  | SHORT TERM 12IN LINE-TYPE NR      | LF    | 21240000  | 920   | 19540800  | 510  | 10832400  | 480  | 10195200  |
| 762  | SHORT TERM MESSAGE-TYPE NR        | SF    | 679000    | 7940  | 5391260   | 6470   | 4393130   | 6170   | 4189430   |
| 762  | SHORT TERM PAINTED LINE-SEAL JOBS | LF    | 493483000 | 170   | 8389210   | 230  | 11350109  | 220  | 10856620  |
| 762  | PVMT MK PAINTED 6IN LINE          | LF    | 493483000 | 150   | 74022450  | 210  | 103631430 | 200  | 98696600  |
| 762  | PVMT MK PAINTED 8IN LINE          | LF    | 488000    | 1190  | 5807200   | 2800   | 13664000  | 2670   | 13029600  |
| 762  | PVMT MK PAINTED 12IN LINE         | LF    | 21240000  | 890   | 18903600  | 500  | 10620000  | 470  | 9982800   |
| 762  | PVMT MK PAINTED 24IN LINE         | LF    | 677000    | 7430  | 5030110   | 7870   | 5327990   | 7510   | 5084270   |
| 762  | PAVEMENT MARKING MESSAGE-MASKING  | SF    | 48000     | 134000  | 6432000   | 39160  | 1879680   | 37380  | 1794240   |
| TOTAL  |                                   |       |           |   | 229805901 |  | 219106828 |  | 255536587 |
|  |                                   |       |           |   |           | NO LIMIT   |           | NO LIMIT   |           |
| ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION<br>Deputy Director For Engineering:   |                                   |       |           | AWARD TO: ASPHALT PRESERVATION CO INC DBA APC INC |           | WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.   |           |  |           |
| 20   |                                   |       |           | DATE OF AWARD                                     |           | DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering                                   |           |  |           |



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** April 29, 2025  
**SUBMITTING DEPARTMENT:** Assessing Department  
**DEPARTMENT DIRECTOR:** Kimberly Markley  
**PRESENTER:** Kimberly Markley, City Assessor  
**SUBJECT:** 2024 Records Disposal

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

To consider a request from the Assessing Department to dispose of records in accordance with the North Dakota Century Code "Records Management Act" (NDCC 54-46-12) and City of Mandan records management policy.

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

Records disposal should take place every year. The City of Mandan follows the record retention schedules provided from the League of Cities and State of North Dakota.

#### **ATTACHMENTS:**

None

#### **FISCAL IMPACT:**

N/A

#### **STAFF IMPACT:**

N/A

#### **LEGAL REVIEW:**

Information has been submitted to City Attorney Amy Oster for review.

#### **RECOMMENDATION:**

To approve the 2024 Records Disposal for the following departments in compliance with the record retention schedules in accordance with state law & city policy; Finance, Utility Billing and Assessing.

#### **SUGGESTED MOTION:**

City Commission

Agenda Documentation

May 20, 2025

Subject: Consider approval of 2024 Records Disposal for the following Departments:

Page 2 of 2

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I move to approve the 2024 record disposal for the following departments in compliance with the record retention schedules in accordance with state law & city policy; Finance, Utility Billing and Assessing.



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 1, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Gaming Site Authorization approval

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**STATEMENT/PURPOSE:**

Consider approval of gaming site authorizations.

**BACKGROUND/ALTERNATIVES:**

The following gaming site authorizations were received on or after May 1, 2025.

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

n/a

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

Approve

**SUGGESTED MOTION:**

I move to approve the gaming site authorizations as presented.



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Fort Abraham Lincoln Foundation**

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

Name of Location

**Midway Lanes**

Street

**3327 Memorial Hwy**

City

**Mandan**

ZIP Code

**58554**

County

**Morton**

Beginning Date(s) Authorized

**7/1/2025**

Ending Date(s) Authorized

**6/30/2026**

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

**1**

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

**whole bar area except restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

License Number (Office Use Only)

|  |  |  |                    |  |                         |
|--|--|--|--------------------|--|-------------------------|
| Site Owner (Lessor)<br><b>Brian Geohring</b>   |  | Site Name<br><b>Midway Lanes</b>                             |                    | Site Phone Number<br><b>(701) 663-0277</b> |                         |
| Site Address<br><b>3327 Memorial Highway</b>   |  | City<br><b>Mandan</b>  | State<br><b>ND</b> | Zip Code<br><b>50554</b>                   | County<br><b>Morton</b> |
| Organization<br><b>Fort Abraham Lincoln Foundation</b>   |  | Rental Period<br><b>July 1, 2025</b> to <b>June 30, 2026</b> |                    |  | Monthly Rent Amount     |
| 1. Is Bingo going to be conducted at the site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |  |  |                    |  |                         |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.             |  |  |                    |  |                         |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____   |  |  |                    |  | \$                      |
| Number of Tables with wagers over \$5 <b>1</b> X Rent per Table \$ <b>300</b>  |  |  |                    |  | \$ <b>300</b>           |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____   |  |  |                    |  | \$                      |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device |  |  |                    |  | \$ <b>325</b>           |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>10</b>  |  |  |                    |  | \$ <b>1,250</b>         |
| Total Monthly Rent   |  |  |                    |  | \$ <b>1,875</b>         |

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

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

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

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

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

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

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

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

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

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

|   |                                    |                           |
|---|------------------------------------|---------------------------|
| Signature of Lessor<br>                   | Title<br><b>Owner</b>              | Date<br><b>4-01-25</b>    |
| Signature of Lessee<br><b>Ann L Borth</b> | Title<br><b>Executive Director</b> | Date<br><b>04/01/2025</b> |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Fort Abraham Lincoln Foundation**

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

Name of Location

**Lonesome Dove**

Street

**2939 Memorial Hwy**

City

**Mandan**

ZIP Code

**58554**

County

**Morton**

Beginning Date(s) Authorized

**7/1/2025**

Ending Date(s) Authorized

**6/30/2026**

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

**2**

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

**whole bar area except restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |  |                                   |                          |   |
|---|--|-----------------------------------|--------------------------|---|
| Site Owner (Lessor)<br><b>Lonesome Dove</b>   |  | Site Name<br><b>Lonesome Dove</b> |                          | Site Phone Number<br><b>(701) 663-2793</b>                          |
| Site Address<br><b>3929 Memorial Highway</b>  | City<br><b>Mandan</b>  | State<br><b>ND</b>                | Zip Code<br><b>58554</b> | County<br><b>Morton</b>   |
| Organization<br><b>Fort Abraham Lincoln Foundation</b>  | Rental Period<br><b>July 1, 2025</b> to <b>June 30, 2026</b> |                                   |                          | Monthly Rent Amount   |
| 1. Is Bingo going to be conducted at the site?  |  |                                   |                          | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |
| 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. |  |                                   |                          | <input type="checkbox"/> No <input type="checkbox"/> Yes            |
| 2. Is Twenty-One conducted at this site?  |  |                                   |                          | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |
| Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____  |  |                                   |                          | \$ _____  |
| Number of Tables with wagers over \$5 <b>2</b> X Rent per Table \$ <b>300</b>   |  |                                   |                          | \$ <b>600</b>   |
| 3. Is Paddlewheels conducted at this site?  |  |                                   |                          | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| Number of Tables _____ X Rent per Table \$ _____  |  |                                   |                          | \$ _____  |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?  |  |                                   |                          | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |
| Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device  |  |                                   |                          | \$ <b>325</b>   |
| 5. Are Electronic Pull-Tabs conducted at this site?   |  |                                   |                          | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |
| If "Yes" please indicate the number of devices <b>10</b>  |  |                                   |                          | \$ <b>1,250</b>   |
| Total Monthly Rent  |  |                                   |                          | \$ <b>2,175</b>   |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>   |  |                                   |                          |   |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|   |                                    |                           |
|---|------------------------------------|---------------------------|
| Signature of Lessor<br>                   | Title<br><b>owner</b>              | Date<br><b>4/29/25</b>    |
| Signature of Lessee<br><b>Ann L Borth</b> | Title<br><b>Executive Director</b> | Date<br><b>04/01/2025</b> |

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

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

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

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

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

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



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Fort Abraham Lincoln Foundation**

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

Name of Location

**Black Lions**

|                                |                       |                          |                         |
|--------------------------------|-----------------------|--------------------------|-------------------------|
| Street<br><b>412 W Main St</b> | City<br><b>Mandan</b> | ZIP Code<br><b>58554</b> | County<br><b>Morton</b> |
|--------------------------------|-----------------------|--------------------------|-------------------------|

|   |   |   |
|---|---|---|
| Beginning Date(s) Authorized<br><b>7/1/2025</b> | Ending Date(s) Authorized<br><b>6/30/2026</b> | Number of Twenty-One<br>tables, if zero, enter "0" <b>0</b> |
|---|---|---|

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

**whole bar area except restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |  |  |                    |   |                         |
|---|--|--|--------------------|---|-------------------------|
| Site Owner (Lessor)<br><b>G. D. Hooker LLC</b>  |  | Site Name<br><b>Black Lions</b>                              |                    | Site Phone Number<br><b>701-751-2770</b>                            |                         |
| Site Address<br><b>412 W Main St</b>  |  | City<br><b>Mandan</b>  | State<br><b>ND</b> | Zip Code<br><b>58554</b>  | County<br><b>Morton</b> |
| Organization<br><b>Fort Abraham Lincoln Foundation</b>  |  | Rental Period<br><b>July 1, 2025</b> to <b>June 30, 2026</b> |                    |   | Monthly Rent Amount     |
| 1. Is Bingo going to be conducted at the site?  |  |  |                    | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                         |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.  |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes            | \$                      |
| 2. Is Twenty-One conducted at this site?  |  |  |                    | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____  |  |  |                    |   |                         |
| Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____   |  |  |                    |   | \$                      |
| 3. Is Paddlewheels conducted at this site?  |  |  |                    | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| Number of Tables _____ X Rent per Table \$ _____  |  |  |                    |   |                         |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?  |  |  |                    | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | \$ <b>400</b>           |
| Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device   |  |  |                    |   |                         |
| 5. Are Electronic Pull-Tabs conducted at this site?   |  |  |                    | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | \$ <b>1,250</b>         |
| If "Yes" please indicate the number of devices <b>10</b>  |  |  |                    |   |                         |
| Total Monthly Rent  |  |  |                    |   | \$ <b>1,650</b>         |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>   |  |  |                    |   |                         |
| <b>TERMS OF RENTAL AGREEMENT:</b>   |  |  |                    |   |                         |
| <p>This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.</p> <p>The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.</p> <p>The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.</p> <p>If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.</p> <p>The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.</p> <p>The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.</p> <p>The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.</p> <p>A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.</p> <p>At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.</p> |  |  |                    |   |                         |
| Signature of Lessor<br>   |  | Title<br><b>Owner</b>  |                    | Date<br><b>4/15/2025</b>  |                         |
| Signature of Lessee<br>   |  | Title<br><b>Executive Director</b>                           |                    | Date<br><b>4/15/2025</b>  |                         |





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

|   |
|---|
| G - _____ (_____) _____<br>Site License Number<br>(Attorney General Use Only) |
|---|

|   |
|---|
| Full, Legal Name of Gaming Organization<br><b>Fort Abraham Lincoln Foundation</b> |
|---|

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

|  |   |  |                         |
|--|---|--|-------------------------|
| Name of Location<br><b>Big Stick Cigar</b>   |   |  |                         |
| Street<br><b>406 W Main St</b>   | City<br><b>Mandan</b>                         | ZIP Code<br><b>58554</b>                                 | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>7/1/2025</b>  | Ending Date(s) Authorized<br><b>6/30/2026</b> | Number of Twenty-One tables, if zero, enter "0" <b>0</b> |                         |
| Specific location where games of chance will be conducted <u>and</u> played at the site (required)<br><b>whole bar area except restrooms</b> |   |  |                         |
| If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of the event(s) if known                                    |   |  |                         |

| RESTRICTIONS FOR CITY/COUNTY USE ONLY   |  |   |
|---|--|---|
| The organization <b>must</b> provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site. |  |   |
| ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)   |  |   |
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo   | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles  | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle   | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar   | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device  | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device   |  |   |
| Days of week of gaming operations (if restricted)   |  | Hours of gaming (if restricted)                   |

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

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |                       |  |                          |  |
|---|-----------------------|--|--------------------------|--|
| Site Owner (Lessor)<br><b>BSCL LLC DBA Big Stick Cigar Lounge</b>   |                       | Site Name<br><b>Big Stick Cigar Lounge</b>                   |                          | Site Phone Number<br><b>(701) 751-1029</b> |
| Site Address<br><b>104 2nd Ave. NW</b>  | City<br><b>Mandan</b> | State<br><b>ND</b>   | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Fort Abraham Lincoln Foundation</b>  |                       | Rental Period<br><b>July 1, 2025</b> to <b>June 30, 2026</b> |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |                       |  |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.<br><input type="checkbox"/> No <input type="checkbox"/> Yes |                       |  |                          | \$   |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____<br>Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____   |                       |  |                          | \$   |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____  |                       |  |                          | \$   |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device   |                       |  |                          | \$ <b>400</b>                              |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <u>6</u>  |                       |  |                          | \$ <b>950</b>                              |
| Total Monthly Rent  |                       |  |                          | \$ <b>1,350</b>                            |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>   |                       |  |                          |  |

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

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

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

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

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

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

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

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

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

|                         |   |                           |
|-------------------------|---|---------------------------|
| Signature of Lessor<br> | Title<br><b>CO-OWNER / GENERAL MGR.</b> | Date<br><b>4.09.2025</b>  |
| Signature of Lessee<br> | Title<br><b>Executive Director</b>      | Date<br><b>04/01/2025</b> |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Fort Abraham Lincoln Foundation**

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

Name of Location

**Paddle Trap**

|   |   |  |                         |
|---|---|--|-------------------------|
| Street<br><b>2500 Pirates Loop SE</b>           | City<br><b>Mandan</b>                         | ZIP Code<br><b>58554</b>                                 | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>7/1/2025</b> | Ending Date(s) Authorized<br><b>6/30/2026</b> | Number of Twenty-One tables, if zero, enter "0" <b>0</b> |                         |

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

**whole bar area except restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |                       |  |                          |  |
|---|-----------------------|--|--------------------------|--|
| Site Owner (Lessor)<br><b>Paddle Trap</b>   |                       | Site Name<br><b>Paddle Trap</b>                              |                          | Site Phone Number<br><b>(701) 202-3421</b> |
| Site Address<br><b>2500 Pirates Loop SE</b>   | City<br><b>Mandan</b> | State<br><b>ND</b>   | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Fort Abraham Lincoln Foundation</b>  |                       | Rental Period<br><b>July 1, 2025</b> to <b>June 30, 2026</b> |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |                       |  |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.<br><input type="checkbox"/> No <input type="checkbox"/> Yes |                       |  |                          | \$   |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____<br>Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____   |                       |  |                          | \$   |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____  |                       |  |                          | \$   |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device   |                       |  |                          | \$ <b>400</b>                              |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <u>8</u>  |                       |  |                          | \$ <b>1,100</b>                            |
| Total Monthly Rent  |                       |  |                          | \$ <b>1,500</b>                            |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>   |                       |  |                          |  |

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

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

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

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

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

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

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

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

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

|   |                                    |                           |
|---|------------------------------------|---------------------------|
| Signature of Lessor<br><i>Stephen Van</i>   | Title<br><i>Vice President</i>     | Date<br><i>04/23/2025</i> |
| Signature of Lessee<br><i>Aaron L Barth</i> | Title<br><i>Executive Director</i> | Date<br><i>04/01/2025</i> |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Matpac Wrestling Club, Inc.**

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

Name of Location

**The Scapegoat Bar**

|                                     |                       |                          |                         |
|-------------------------------------|-----------------------|--------------------------|-------------------------|
| Street<br><b>202 E. Main Street</b> | City<br><b>Mandan</b> | ZIP Code<br><b>58554</b> | County<br><b>Morton</b> |
|-------------------------------------|-----------------------|--------------------------|-------------------------|

|   |   |  |
|---|---|--|
| Beginning Date(s) Authorized<br><b>7/1/25</b> | Ending Date(s) Authorized<br><b>6/30/26</b> | Number of Twenty-One tables, if zero, enter "0" <b>1</b> |
|---|---|--|

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

**Games will be conducted in bar area, excluding the restrooms.**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools                 |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One        |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker             |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                    |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets     |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|  |   |                                       |                          |  |
|--|---|---------------------------------------|--------------------------|--|
| Site Owner (Lessor)<br><b>Whiskey Gypsi, Inc.</b>  |   | Site Name<br><b>The Scapegoat Bar</b> |                          | Site Phone Number<br><b>(701) 751-2213</b> |
| Site Address<br><b>202 E. Main Street</b>  | City<br><b>Mandan</b>                     | State<br><b>ND</b>                    | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Matpae Wrestling Club, Inc.</b>   | Rental Period<br><b>7/1/26 to 6/30/26</b> |                                       |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |   |                                       |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.             |   |                                       |                          | \$   |
| 2. Is Twenty-One conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |   |                                       |                          | \$   |
| Number of Tables with wagers up to \$5 <u>          </u> X Rent per Table \$ <u>          </u>   |   |                                       |                          |  |
| Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>  |   |                                       |                          | \$ <b>300</b>                              |
| 3. Is Paddlewheels conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |   |                                       |                          | \$   |
| Number of Tables <u>1</u> X Rent per Table \$ <u>200</u>   |   |                                       |                          | <b>200</b>                                 |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device |   |                                       |                          | \$ <b>325</b>                              |
| 5. Are Electronic Pull-Tabs conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes  |   |                                       |                          | \$   |
| If "Yes" please indicate the number of devices <u>10</u>   |   |                                       |                          | <b>1250</b>                                |
| Total Monthly Rent   |   |                                       |                          | \$ <b>2,075</b>                            |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>  |   |                                       |                          |  |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|                         |                           |                         |
|-------------------------|---------------------------|-------------------------|
| Signature of Lessor<br> | Title<br><b>Owner</b>     | Date<br><b>11-11-24</b> |
| Signature of Lessee<br> | Title<br><b>President</b> | Date<br><b>11-11-24</b> |





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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Matpac Wrestling Club, Inc.**

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

Name of Location

**Stage Stop**

|   |   |   |                         |
|---|---|---|-------------------------|
| Street<br><b>611 6th Avenue SE</b>            | City<br><b>Mandan</b>                       | ZIP Code<br><b>58554</b>                                    | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>7/1/25</b> | Ending Date(s) Authorized<br><b>6/30/26</b> | Number of Twenty-One<br>tables, if zero, enter "0" <b>1</b> |                         |

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

**Games will be conducted in bar area, excluding the restrooms.**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Bingo                             | <input type="checkbox"/> Club Special                             | <input type="checkbox"/> Sports Pools                 |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                                | <input checked="" type="checkbox"/> Twenty-One        |
| <input checked="" type="checkbox"/> Raffles                           | <input type="checkbox"/> Seal Board                               | <input checked="" type="checkbox"/> Poker             |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                               | <input checked="" type="checkbox"/> Calcuttas         |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                              | <input type="checkbox"/> Paddlewheel with Tickets     |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input checked="" type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |   |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|  |  |                                |                          |  |
|--|--|--------------------------------|--------------------------|--|
| Site Owner (Lessor)<br><b>Stage Stop Liquors, Inc.</b>   |  | Site Name<br><b>Stage Stop</b> |                          | Site Phone Number<br><b>(701) 663-7768</b> |
| Site Address<br><b>611 6th Avenue SE</b>   | City<br><b>Mandan</b>                            | State<br><b>ND</b>             | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Matpac Wrestling Club, Inc.</b>   | Rental Period<br><b>7/1/25</b> to <b>6/30/26</b> |                                |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |  |                                |                          | \$   |
| 2. Is Twenty-One conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                |                          | \$   |
| Number of Tables with wagers up to \$5 <u>          </u> X Rent per Table \$ <u>          </u>   |  |                                |                          |  |
| Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>  |  |                                |                          | \$ <u>300</u>                              |
| 3. Is Paddlewheels conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                |                          | \$ <u>200</u>                              |
| Number of Tables <u>1</u> X Rent per Table \$ <u>200</u>   |  |                                |                          |  |
| 4. Is Pull Tabs Involving either a Jar bar or standard dispensing device conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                |                          | \$ <u>325</u>                              |
| Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device   |  |                                |                          |  |
| 5. Are Electronic Pull-Tabs conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes  |  |                                |                          | \$ <u>1250</u>                             |
| If "Yes" please indicate the number of devices <u>10</u>   |  |                                |                          |  |
| Total Monthly Rent   |  |                                |                          | \$ <u>2.075</u>                            |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>  |  |                                |                          |  |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|  |                                 |                          |
|--|---------------------------------|--------------------------|
| Signature of Lessor<br><i>Amil</i>       | Title<br><b>General Manager</b> | Date<br><b>4/11/2025</b> |
| Signature of Lessee<br><i>Rich State</i> | Title<br><b>President</b>       | Date<br><b>4/12/25</b>   |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Matpac Wrestling Club, Inc.**

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

Name of Location

**Old Town Tavern**

|                                    |                       |                          |                         |
|------------------------------------|-----------------------|--------------------------|-------------------------|
| Street<br><b>109 1st Avenue NW</b> | City<br><b>Mandan</b> | ZIP Code<br><b>58554</b> | County<br><b>Morton</b> |
|------------------------------------|-----------------------|--------------------------|-------------------------|

|   |   |  |
|---|---|--|
| Beginning Date(s) Authorized<br><b>7/1/25</b> | Ending Date(s) Authorized<br><b>6/30/26</b> | Number of Twenty-One tables, if zero, enter "0" <b>1</b> |
|---|---|--|

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

**Games will be conducted in bar area, excluding the restrooms.**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Bingo                             | <input type="checkbox"/> Club Special                             | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                                | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                               | <input checked="" type="checkbox"/> Poker         |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                               | <input type="checkbox"/> Calcuttas                |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                              | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input checked="" type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |   |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |  |                                     |                          |  |
|---|--|-------------------------------------|--------------------------|--|
| Site Owner (Lessor)<br><b>Old Town Tavern, Inc.</b>   |  | Site Name<br><b>Old Town Tavern</b> |                          | Site Phone Number<br><b>(701) 663-2840</b> |
| Site Address<br><b>109 1st Avenue NW</b>  | City<br><b>Mandan</b>                            | State<br><b>ND</b>                  | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Matpac Wrestling Club, Inc.</b>  | Rental Period<br><b>7/1/25</b> to <b>6/30/26</b> |                                     |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site?<br><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                     |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |  |                                     |                          | \$   |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____  |  |                                     |                          | \$   |
| Number of Tables with wagers over \$5 <b>1</b> X Rent per Table \$ <b>300</b>   |  |                                     |                          | \$ <b>300</b>                              |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____  |  |                                     |                          | \$   |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device  |  |                                     |                          | \$ <b>325</b>                              |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>4</b>  |  |                                     |                          | \$ <b>700</b>                              |
| Total Monthly Rent  |  |                                     |                          | \$ <b>1,325</b>                            |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>   |  |                                     |                          |  |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|   |                           |                        |
|---|---------------------------|------------------------|
| Signature of Lessor<br><i>[Signature]</i> | Title<br><b>Owner</b>     | Date<br><b>7-11-24</b> |
| Signature of Lessee<br><i>[Signature]</i> | Title<br><b>President</b> | Date<br><b>4-21-25</b> |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Matpac Wrestling Club, Inc.**

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

Name of Location

**Last Call Bar**

|   |   |   |                         |
|---|---|---|-------------------------|
| Street<br><b>118 W. Main Street</b>           | City<br><b>Mandan</b>                       | ZIP Code<br><b>58554</b>                                    | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>7/1/25</b> | Ending Date(s) Authorized<br><b>6/30/26</b> | Number of Twenty-One<br>tables, if zero, enter "0" <b>1</b> |                         |

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

**Games will be conducted in bar area, excluding the restrooms.**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker         |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|   |  |                                   |                          |  |
|---|--|-----------------------------------|--------------------------|--|
| Site Owner (Lessor)<br><b>LC Bar, Inc.</b>  |  | Site Name<br><b>Last Call Bar</b> |                          | Site Phone Number<br><b>(701) 663-9211</b> |
| Site Address<br><b>118 W. Main Street</b>   | City<br><b>Mandan</b>                            | State<br><b>ND</b>                | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                    |
| Organization<br><b>Maptac Wrestling Club, Inc.</b>  | Rental Period<br><b>7/1/25</b> to <b>6/30/26</b> |                                   |                          | Monthly Rent Amount                        |
| 1. Is Bingo going to be conducted at the site?<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes   |  |                                   |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.<br><input type="checkbox"/> No <input type="checkbox"/> Yes                 |  |                                   |                          | \$   |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ <b>X</b> Rent per Table \$ _____<br>Number of Tables with wagers over \$5 <b>1</b> <b>X</b> Rent per Table \$ <b>300</b>   |  |                                   |                          | \$<br><b>300</b>                           |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ <b>X</b> Rent per Table \$ _____<br><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  |  |                                   |                          | \$   |
| 4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device<br><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |  |                                   |                          | \$ <b>325</b>                              |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>8</b><br><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes   |  |                                   |                          | \$ <b>1100</b>                             |
| Total Monthly Rent  |  |                                   |                          | \$ <b>1,725</b>                            |

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

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|                         |                           |                        |
|-------------------------|---------------------------|------------------------|
| Signature of Lessor<br> | Title<br><b>owner</b>     | Date<br><b>11/6/24</b> |
| Signature of Lessee<br> | Title<br><b>President</b> | Date<br><b>4-21-25</b> |





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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Bismarck Cancer Center Foundation**

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

Name of Location

**Dale Pahlke Rodeo Arena - Mandan Rodeo Days**

|   |  |  |                         |
|---|--|--|-------------------------|
| Street<br><b>2428 Longspur Trail</b>            | City<br><b>Mandan</b>                        | ZIP Code<br><b>58554</b>                           | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>7/1/2025</b> | Ending Date(s) Authorized<br><b>7/4/2025</b> | Number of Twenty-One<br>tables, if zero, enter "0" |                         |

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

**Outside of the Grandstand**

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

**7/1/25-7/4/25**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo                              | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input checked="" type="checkbox"/> Raffles                 | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle     | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                       | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device         | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device  |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number (Office Use Only)

|  |  |  |                    |  |                         |
|--|--|--|--------------------|--|-------------------------|
| Site Owner (Lessor)<br><b>Mandan Rodeo Days</b>  |  | Site Name<br><b>Dale Pahlke Rodeo Arena</b>          |                    | Site Phone Number  |                         |
| Site Address<br><b>2428 Longspur Trail</b>   |  | City<br><b>Mandan</b>                                | State<br><b>ND</b> | Zip Code<br><b>58554</b>                                 | County<br><b>Morton</b> |
| Organization<br><b>Bismarck Cancer Center Foundation</b>   |  | Rental Period<br><b>7/1/2025</b> to <b>7/14/2025</b> |                    |  | Monthly Rent Amount     |
| 1. Is Bingo going to be conducted at the site?   |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes |                         |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.   |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| 2. Is Twenty-One conducted at this site?   |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____   |  |  |                    |  |                         |
| Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____  |  |  |                    |  | \$                      |
| 3. Is Paddlewheels conducted at this site?   |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| Number of Tables _____ X Rent per Table \$ _____   |  |  |                    |  |                         |
| 4. Is Pull Tab involving either a jar bar or standard dispensing device conducted at this site?  |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device   |  |  |                    |  |                         |
| 5. Are Electronic Pull-Tabs conducted at this site?  |  |  |                    | <input type="checkbox"/> No <input type="checkbox"/> Yes | \$                      |
| If "Yes" please indicate the number of devices _____   |  |  |                    |  |                         |
| Total Monthly Rent   |  |  |                    |  | \$                      |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" type="checkbox"/>   |  |  |                    |  |                         |
| <b>TERMS OF RENTAL AGREEMENT:</b><br>This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.<br>The LESSOR agrees that no game will be directly operated as part of the lessor's business.<br>The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.<br>The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.<br>If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.<br>The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.<br>The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.<br>The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.<br>A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.<br>At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked. |  |  |                    |  |                         |
| Signature of Lessor<br><i>Rachael Schrab</i>   |  | Title<br><i>President</i>                            |                    | Date<br><i>4-7-25</i>                                    |                         |
| Signature of Lessee  |  | Title  |                    | Date   |                         |



# GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Mandan Hockey Club Inc**

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

Name of Location

**Blackstone Tavern**

|                                     |                       |                          |                         |
|-------------------------------------|-----------------------|--------------------------|-------------------------|
| Street<br><b>2630 Old Red Trail</b> | City<br><b>Mandan</b> | ZIP Code<br><b>58554</b> | County<br><b>Morton</b> |
|-------------------------------------|-----------------------|--------------------------|-------------------------|

|   |   |  |
|---|---|--|
| Beginning Date(s) Authorized<br><b>July 1, 2025</b> | Ending Date(s) Authorized<br><b>June 30, 2026</b> | Number of Twenty-One tables, if zero, enter "0" <b>1</b> |
|---|---|--|

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

**Bar Area**

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

## RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

|  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo                      | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                               | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input checked="" type="checkbox"/> Pull Tab Jar               | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

## APPROVALS

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

## INSTRUCTIONS:

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

## RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

|  |  |   |                          |  |
|--|--|---|--------------------------|--|
| Site Owner (Lessor)<br><i>Shir Patel</i>   |  | Site Name<br><b>Blackstone</b>                                      |                          | Site Phone Number<br><b>701-663-8686</b> |
| Site Address<br><b>2630 Old Red Trail</b>  | City<br><b>Mandan</b>                            | State<br><b>ND</b>  | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                  |
| Organization<br><b>Mandan Hockey Club</b>  | Rental Period<br><b>7/1/25</b> to <b>6/30/26</b> |   |                          | Monthly Rent Amount                      |
| 1. Is Bingo going to be conducted at the site?   |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.             |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          | \$                                       |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____   |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$                                       |
| Number of Tables with wagers over \$5 _____ X Rent per Table \$ <b>300</b>   |  |   |                          | \$ <b>300</b>                            |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____   |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          | \$                                       |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$ <b>325</b>                            |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>10</b>  |  | <input type="checkbox"/> No <input type="checkbox"/> Yes            |                          | \$ <b>1250</b>                           |
| Total Monthly Rent   |  |   |                          | \$ <b>1875</b>                           |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>  |  |   |                          |  |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|   |                                    |                         |
|---|------------------------------------|-------------------------|
| Signature of Lessor<br><i>[Signature]</i> | Title<br><i>Manager/Owner</i>      | Date<br><i>03/05/25</i> |
| Signature of Lessee<br><i>[Signature]</i> | Title<br><i>MHC Gaming Manager</i> | Date<br><i>3/5/25</i>   |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Mandan Hockey Club Inc**

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

Name of Location

**Old Ten Bar & Grill**

Street

**417 E Main**

City

**Mandan**

ZIP Code

**58554**

County

**Morton**

Beginning Date(s) Authorized

**July 1, 2025**

Ending Date(s) Authorized

**June 30, 2026**

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

**1**

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

**Bar Area**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

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

**INSTRUCTIONS:**

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

License Number (Office Use Only)

|  |  |   |                          |  |
|--|--|---|--------------------------|--|
| Site Owner (Lessor)<br><i>Nate White</i>   |  | Site Name<br><b>Old 10 Bar &amp; Grill</b>                          |                          | Site Phone Number<br><b>701-426-6313</b> |
| Site Address<br><b>417 E Main St</b>   | City<br><b>Mandan</b>                            | State<br><b>ND</b>  | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                  |
| Organization<br><b>Mandan Hockey Club</b>  | Rental Period<br><b>7/1/25</b> to <b>6/30/26</b> |   |                          | Monthly Rent Amount                      |
| 1. Is Bingo going to be conducted at the site?   |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.             |  | <input type="checkbox"/> No <input type="checkbox"/> Yes            |                          | \$                                       |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____   |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$                                       |
| Number of Tables with wagers over \$5 <b>1</b> X Rent per Table \$ <b>300</b>  |  |   |                          | \$ <b>300</b>                            |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____   |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          | \$                                       |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$ <b>325</b>                            |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>3</b>   |  | <input type="checkbox"/> No <input type="checkbox"/> Yes            |                          | \$ <b>525</b>                            |
| Total Monthly Rent   |  |   |                          | \$ <b>1150</b>                           |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>  |  |   |                          |  |

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|   |                                    |                       |
|---|------------------------------------|-----------------------|
| Signature of Lessor<br><i>Nate White</i>    | Title<br><i>Owner</i>              | Date<br><i>3/4/25</i> |
| Signature of Lessee<br><i>Bryan Metzger</i> | Title<br><i>MHC Gaming Manager</i> | Date<br><i>3/4/25</i> |



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Mandan Hockey Club Inc**

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

Name of Location

**Vicky's Sports Bar**

|   |   |   |                         |
|---|---|---|-------------------------|
| Street<br><b>106 2nd Ave NW</b>                     | City<br><b>Mandan</b>                             | ZIP Code<br><b>58554</b>                                    | County<br><b>Morton</b> |
| Beginning Date(s) Authorized<br><b>July 1, 2025</b> | Ending Date(s) Authorized<br><b>June 30, 2026</b> | Number of Twenty-One<br>tables, if zero, enter "0" <b>1</b> |                         |

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

**Bar Area**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

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

**INSTRUCTIONS:**

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
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Licensing Section  
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Bismarck, ND 58505-0040  
Telephone: 701-328-2329 OR 800-326-9240





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

License Number (Office Use Only)

|  |  |   |                          |  |
|--|--|---|--------------------------|--|
| Site Owner (Lessor)<br><b>Pauline Rader</b>  |  | Site Name<br><b>Vicky's</b>   |                          | Site Phone Number<br><b>701-663-4877</b> |
| Site Address<br><b>106 2nd Ave NW</b>  | City<br><b>Mandan</b>                            | State<br><b>ND</b>  | Zip Code<br><b>58554</b> | County<br><b>Morton</b>                  |
| Organization<br><b>Mandan Hockey Club</b>  | Rental Period<br><b>5-1-25</b> to <b>6-30-26</b> |   |                          | Monthly Rent Amount                      |
| 1. Is Bingo going to be conducted at the site?   |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          |  |
| 1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted?<br>- If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.      |  | <input type="checkbox"/> No <input type="checkbox"/> Yes            |                          | \$                                       |
| 2. Is Twenty-One conducted at this site?<br>Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____   |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$                                       |
| Number of Tables with wagers over \$5 <b>1</b> X Rent per Table \$ <b>300</b>  |  |   |                          | \$ <b>300</b>                            |
| 3. Is Paddlewheels conducted at this site?<br>Number of Tables _____ X Rent per Table \$ _____   |  | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |                          | \$                                       |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?<br>Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$ <b>325</b>                            |
| 5. Are Electronic Pull-Tabs conducted at this site?<br>If "Yes" please indicate the number of devices <b>9</b>   |  | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |                          | \$ <b>1175</b>                           |
| Total Monthly Rent   |  |   |                          | \$ <b>1800</b>                           |

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

**TERMS OF RENTAL AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

|                         |                                    |                        |
|-------------------------|------------------------------------|------------------------|
| Signature of Lessor<br> | Title<br><b>Owner</b>              | Date<br><b>4/28/25</b> |
| Signature of Lessee<br> | Title<br><b>MHC Gaming Manager</b> | Date<br><b>4-28-25</b> |



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Annual Liquor License Renewals

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

All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

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

Applications and fees received thus far by the liquor license applicants in the attached file. The applications have been reviewed by the Mandan Police Department and no apparent issues were found.

#### **ATTACHMENTS:**

1. Liquor Licenses Ready for Approval

#### **FISCAL IMPACT:**

n/a

#### **STAFF IMPACT:**

Review and processing of the applications.

#### **LEGAL REVIEW:**

n/a

#### **RECOMMENDATION:**

Approve

#### **SUGGESTED MOTION:**

I move to approve the liquor license renewals for the year from July 1, 2025 to June 30, 2026 contingent of the establishment meeting all fire, health, safety, and building

City Commission

Agenda Documentation

May 20, 2025

Subject: Consider approval of the Class A, C, D, D1, E, F and Special B liquor license renewals effective July 1, 2025

Page 2 of 2

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inspection codes and all property taxes being paid.

| License Holder Name  | Class Type      |
|--|-----------------|
| Midway Lanes Inc   | Class A         |
| Lonesome Dove Inc  | Class A         |
| River Partners, Inc. dba The Paddle Trap                         | Class A         |
| LC Bar, Inc dba Last Call Bar                                    | Class A         |
| OM Kanch LLC dba Blackstone Tavern                               | Class C         |
| Coborn's, Incorporated   | Class D         |
| Ozark Spirits LLC dba Walmart #2033                              | Class D         |
| Miller & Holmes, Inc dba M&H Gas                                 | Class D1        |
| Farmers Union Oil Company of Moorhead, MN dba PetroServe USA #78 | Class D1        |
| Farmers Union Oil Company of Moorhead, MN dba PetroServe USA #79 | Class D1        |
| Tri Energy Cooperative dba Tri Energy Cenex                      | Class D1        |
| Old Ten Bar & Grill, LLC   | Class E         |
| TNC, Inc dba Ohm's Café  | Class E         |
| Rice Bowl LLC dba Rice Bowl Chinese Restaurant                   | Class F         |
| Pit Master LLC   | Class F         |
| Bismarck-Mandan Stock Car Association Inc dba Dacotah Speedway   | Class Special B |
| Bareknuckle Events LLC dba Funatix Events                        | Class Special B |

| Class Description                            | Fee Paid   |
|--|------------|
| General Retail On & Off Sale Beer and Liquor | \$4,100.00 |
| General Retail On & Off Sale Beer and Liquor | \$4,100.00 |
| General Retail On & Off Sale Beer and Liquor | \$4,100.00 |
| General Retail On & Off Sale Beer and Liquor | \$4,100.00 |
| Motel & Hotel On & Off Sale Beer and Liquor  | \$2,630.00 |
| Exclusive Off Sale Beer and Liquor           | \$4,100.00 |
| Exclusive Off Sale Beer and Liquor           | \$4,100.00 |
| Exclusive Off Sale Beer and Wine             | \$820.00   |
| Exclusive Off Sale Beer and Wine             | \$820.00   |
| Exclusive Off Sale Beer and Wine             | \$820.00   |
| Exclusive Off Sale Beer and Wine             | \$820.00   |
| Restaurant On Sale Beer and Liquor           | \$2,630.00 |
| Restaurant On Sale Beer and Liquor           | \$2,630.00 |
| Restaurant On Sale Beer and Wine             | \$1,210.00 |
| Restaurant On Sale Beer and Wine             | \$1,210.00 |
| Facilities On Sale Beer                      | \$380.00   |
| Facilities On Sale Beer                      | \$380.00   |



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 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 Redline Plumbing Heating & Air LLC

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**STATEMENT/PURPOSE:**

Consider providing a letter of support to the Lewis and Clark Development Group for a loan to finance an expansion project by Redline Plumbing Heating & Air LLC.

**BACKGROUND/ALTERNATIVES:**

*Letter of support forthcoming*

**ATTACHMENTS:**

1. Buydown Schedule
2. City Commission Letter for Haro Property Mgmt
3. Lewis & Clark Application\_Redacted

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

Minimal.

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

Approve as presented

**SUGGESTED MOTION:**

City Commission

Agenda Documentation

May 20, 2025

Subject: Consider Flex PACE letter of support for Redline Plumbing Heating & Air LLC

Page 2 of 2

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I move to approve providing a Flex PACE letter of support for Redline Plumbing Heating & Air LLC.



## Exhibit A: Haro Property Managment

|             |           |
|-------------|-----------|
| 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 | \$56,263.31  |
| BND BUYDOWN AMOUNT      | \$36,571.14  |
| COMMUNITY BUYDOWN AMT   | \$19,692.17  |
| PRESENT VALUE BND       | \$34,757.02  |
| PRESENT VALUE COMMUNITY | \$18,715.33  |
| CREATED DATE            | 5/6/2025     |
| PRINCIPAL               | \$480,000.00 |
| YIELD RATE              | 6.5000       |
| BORROWING RATE          | 2.5000       |
| AMORTIZATION            | 240          |
| PAYMENT                 | \$3,605.59   |

| Loan without buydown |              |             |             |              |
|----------------------|--------------|-------------|-------------|--------------|
| #                    | Payment      | Principal   | Interest    | Balance      |
| 1                    | \$3,605.59   | \$918.92    | \$2,686.67  | \$479,081.08 |
| 2                    | \$3,605.59   | \$924.07    | \$2,681.52  | \$478,157.01 |
| 3                    | \$3,605.59   | \$1,015.57  | \$2,590.02  | \$477,141.44 |
| 4                    | \$3,605.59   | \$934.92    | \$2,670.67  | \$476,206.52 |
| 5                    | \$3,605.59   | \$1,026.14  | \$2,579.45  | \$475,180.38 |
| 6                    | \$3,605.59   | \$945.90    | \$2,659.69  | \$474,234.48 |
| 7                    | \$3,605.59   | \$951.19    | \$2,654.40  | \$473,283.29 |
| 8                    | \$3,605.59   | \$1,212.88  | \$2,392.71  | \$472,070.41 |
| 9                    | \$3,605.59   | \$963.31    | \$2,642.28  | \$471,107.10 |
| 10                   | \$3,605.59   | \$1,053.76  | \$2,551.83  | \$470,053.34 |
| 11                   | \$3,605.59   | \$974.60    | \$2,630.99  | \$469,078.74 |
| 12                   | \$3,605.59   | \$1,064.75  | \$2,540.84  | \$468,013.99 |
| 13                   | \$3,605.59   | \$986.01    | \$2,619.58  | \$467,027.98 |
| 14                   | \$3,605.59   | \$991.53    | \$2,614.06  | \$466,036.45 |
| 15                   | \$3,605.59   | \$1,081.23  | \$2,524.36  | \$464,955.22 |
| 16                   | \$3,605.59   | \$1,003.13  | \$2,602.46  | \$463,952.09 |
| 17                   | \$3,605.59   | \$1,092.52  | \$2,513.07  | \$462,859.57 |
| 18                   | \$3,605.59   | \$1,014.86  | \$2,590.73  | \$461,844.71 |
| 19                   | \$3,605.59   | \$1,020.54  | \$2,585.05  | \$460,824.17 |
| 20                   | \$3,605.59   | \$1,275.87  | \$2,329.72  | \$459,548.30 |
| 21                   | \$3,605.59   | \$1,033.40  | \$2,572.19  | \$458,514.90 |
| 22                   | \$3,605.59   | \$1,121.97  | \$2,483.62  | \$457,392.93 |
| 23                   | \$3,605.59   | \$1,045.46  | \$2,560.13  | \$456,347.47 |
| 24                   | \$3,605.59   | \$1,133.71  | \$2,471.88  | \$455,213.76 |
| 25                   | \$3,605.59   | \$1,057.66  | \$2,547.93  | \$454,156.10 |
| 26                   | \$3,605.59   | \$1,063.58  | \$2,542.01  | \$453,092.52 |
| 27                   | \$3,605.59   | \$1,151.34  | \$2,454.25  | \$451,941.18 |
| 28                   | \$3,605.59   | \$1,075.97  | \$2,529.62  | \$450,865.21 |
| 29                   | \$3,605.59   | \$1,163.40  | \$2,442.19  | \$449,701.81 |
| 30                   | \$3,605.59   | \$1,088.51  | \$2,517.08  | \$448,613.30 |
| 31                   | \$3,605.59   | \$1,094.60  | \$2,510.99  | \$447,518.70 |
| 32                   | \$3,605.59   | \$1,262.33  | \$2,343.26  | \$446,256.37 |
| 33                   | \$3,605.59   | \$1,107.79  | \$2,497.80  | \$445,148.58 |
| 34                   | \$3,605.59   | \$1,194.37  | \$2,411.22  | \$443,954.21 |
| 35                   | \$3,605.59   | \$1,120.68  | \$2,484.91  | \$442,833.53 |
| 36                   | \$3,605.59   | \$1,206.91  | \$2,398.68  | \$441,626.62 |
|                      | \$129,801.24 | \$38,373.38 | \$91,427.86 |              |

| Loan with buydown |             |             |             |              |
|-------------------|-------------|-------------|-------------|--------------|
| #                 | Payment     | Principal   | Interest    | Balance      |
| 1                 | \$1,952.25  | \$918.92    | \$1,033.33  | \$479,081.08 |
| 2                 | \$1,955.42  | \$924.07    | \$1,031.35  | \$478,157.01 |
| 3                 | \$2,011.73  | \$1,015.57  | \$996.16    | \$477,141.44 |
| 4                 | \$1,962.10  | \$934.92    | \$1,027.18  | \$476,206.52 |
| 5                 | \$2,018.24  | \$1,026.14  | \$992.10    | \$475,180.38 |
| 6                 | \$1,968.86  | \$945.90    | \$1,022.96  | \$474,234.48 |
| 7                 | \$1,972.11  | \$951.19    | \$1,020.92  | \$473,283.29 |
| 8                 | \$2,133.15  | \$1,212.88  | \$920.27    | \$472,070.41 |
| 9                 | \$1,979.57  | \$963.31    | \$1,016.26  | \$471,107.10 |
| 10                | \$2,035.23  | \$1,053.76  | \$981.47    | \$470,053.34 |
| 11                | \$1,986.52  | \$974.60    | \$1,011.92  | \$469,078.74 |
| 12                | \$2,042.00  | \$1,064.75  | \$977.25    | \$468,013.99 |
| 13                | \$1,993.54  | \$986.01    | \$1,007.53  | \$467,027.98 |
| 14                | \$1,996.94  | \$991.53    | \$1,005.41  | \$466,036.45 |
| 15                | \$2,052.14  | \$1,081.23  | \$970.91    | \$464,955.22 |
| 16                | \$2,004.08  | \$1,003.13  | \$1,000.95  | \$463,952.09 |
| 17                | \$2,059.09  | \$1,092.52  | \$966.57    | \$462,859.57 |
| 18                | \$2,011.29  | \$1,014.86  | \$996.43    | \$461,844.71 |
| 19                | \$2,014.79  | \$1,020.54  | \$994.25    | \$460,824.17 |
| 20                | \$2,171.92  | \$1,275.87  | \$896.05    | \$459,548.30 |
| 21                | \$2,022.70  | \$1,033.40  | \$989.30    | \$458,514.90 |
| 22                | \$2,077.21  | \$1,121.97  | \$955.24    | \$457,392.93 |
| 23                | \$2,030.13  | \$1,045.46  | \$984.67    | \$456,347.47 |
| 24                | \$2,084.43  | \$1,133.71  | \$950.72    | \$455,213.76 |
| 25                | \$2,037.63  | \$1,057.66  | \$979.97    | \$454,156.10 |
| 26                | \$2,041.28  | \$1,063.58  | \$977.70    | \$453,092.52 |
| 27                | \$2,095.28  | \$1,151.34  | \$943.94    | \$451,941.18 |
| 28                | \$2,048.90  | \$1,075.97  | \$972.93    | \$450,865.21 |
| 29                | \$2,102.70  | \$1,163.40  | \$939.30    | \$449,701.81 |
| 30                | \$2,056.62  | \$1,088.51  | \$968.11    | \$448,613.30 |
| 31                | \$2,060.37  | \$1,094.60  | \$965.77    | \$447,518.70 |
| 32                | \$2,163.58  | \$1,262.33  | \$901.25    | \$446,256.37 |
| 33                | \$2,068.48  | \$1,107.79  | \$960.69    | \$445,148.58 |
| 34                | \$2,121.76  | \$1,194.37  | \$927.39    | \$443,954.21 |
| 35                | \$2,076.41  | \$1,120.68  | \$955.73    | \$442,833.53 |
| 36                | \$2,129.48  | \$1,206.91  | \$922.57    | \$441,626.62 |
|                   | \$73,537.93 | \$38,373.38 | \$35,164.55 |              |

| Interest Buydown |              |              |                |
|------------------|--------------|--------------|----------------|
| #                | Int. Buydown | BND (65.00%) | Comm. (35.00%) |
| 1                | \$1,653.34   | \$1,074.67   | \$578.67       |
| 2                | \$1,650.17   | \$1,072.61   | \$577.56       |
| 3                | \$1,593.86   | \$1,036.01   | \$557.85       |
| 4                | \$1,643.49   | \$1,068.27   | \$575.22       |
| 5                | \$1,587.35   | \$1,031.78   | \$555.57       |
| 6                | \$1,636.73   | \$1,063.87   | \$572.86       |
| 7                | \$1,633.48   | \$1,061.76   | \$571.72       |
| 8                | \$1,472.44   | \$957.09     | \$515.35       |
| 9                | \$1,626.02   | \$1,056.91   | \$569.11       |
| 10               | \$1,570.36   | \$1,020.73   | \$549.63       |
| 11               | \$1,619.07   | \$1,052.40   | \$566.67       |
| 12               | \$1,563.59   | \$1,016.33   | \$547.26       |
| 13               | \$1,612.05   | \$1,047.83   | \$564.22       |
| 14               | \$1,608.65   | \$1,045.62   | \$563.03       |
| 15               | \$1,553.45   | \$1,009.74   | \$543.71       |
| 16               | \$1,601.51   | \$1,040.98   | \$560.53       |
| 17               | \$1,546.50   | \$1,005.22   | \$541.28       |
| 18               | \$1,594.30   | \$1,036.30   | \$558.00       |
| 19               | \$1,590.80   | \$1,034.02   | \$556.78       |
| 20               | \$1,433.67   | \$931.89     | \$501.78       |
| 21               | \$1,582.89   | \$1,028.88   | \$554.01       |
| 22               | \$1,528.38   | \$993.45     | \$534.93       |
| 23               | \$1,575.46   | \$1,024.05   | \$551.41       |
| 24               | \$1,521.16   | \$988.75     | \$532.41       |
| 25               | \$1,567.96   | \$1,019.17   | \$548.79       |
| 26               | \$1,564.31   | \$1,016.80   | \$547.51       |
| 27               | \$1,510.31   | \$981.70     | \$528.61       |
| 28               | \$1,556.69   | \$1,011.85   | \$544.84       |
| 29               | \$1,502.89   | \$976.88     | \$526.01       |
| 30               | \$1,548.97   | \$1,006.83   | \$542.14       |
| 31               | \$1,545.22   | \$1,004.39   | \$540.83       |
| 32               | \$1,442.01   | \$937.31     | \$504.70       |
| 33               | \$1,537.11   | \$999.12     | \$537.99       |
| 34               | \$1,483.83   | \$964.49     | \$519.34       |
| 35               | \$1,529.18   | \$993.97     | \$535.21       |
| 36               | \$1,476.11   | \$959.47     | \$516.64       |
|                  | \$56,263.31  | \$36,571.14  | \$19,692.17    |



Dear Mandan City Commission,

This letter is to request support for the provision of the required community match for an interest buy-down from the Lewis & Clark Regional Development Council funds.

Redline Plumbing was established April of 2013. They specialize in new construction, remodels and service plumbing. Redline Plumbing is equally owned by long-time friends Travis Berger and Jacob Hollingsworth. Both Travis and Jake are Mandan graduates and currently still live in Mandan.

Travis graduated from MHS in 2000, from there he started his apprenticeship plumbing at HA Thompson. After a year there, he pursued a degree in business management. Travis then got back into plumbing for Northern Plains Plumbing. He finished his apprenticeship and became a Journeyman Plumber. After seven years at Northern Plains, Travis wrote his plumbing test and became a Master Plumber. One week later Travis and Jacob started Redline Plumbing.

Jake graduated from MHS in 2002, from there he also started his apprenticeship plumbing for HA Thompson. Jake was employed at HA Thompson for about a year and half. He then joined the Army full time. Jake was stationed out of Washington and was deployed multiple times. After six years, Jake left the Army and moved back home and began plumbing again. Jake finished his apprenticeship at Northern Plains and became a Journeyman Plumber. One week later, Redline Plumbing was established.

Both Travis and Jake left great paying jobs and spent their savings, in hopes to pursue their dream of being business owners. They got a loan from Starion and bought an enclosed trailer. Every night after work, this trailer would be parked in front of Travis' home. Soon, Redline began to grow and a van was purchased. Over time, Redline grew from just Travis and Jake, to hiring a temporary summer employee, to hiring two permanent full time employees. After getting multiple parking tickets for not having a place to put their equipment, Travis and Jake created Haro Property Management, a real estate holding company which purchased a four-unit residential rental property with a two-stall garage. Redline Plumbing began to work out of the garage of the four-unit building. Redline Plumbing continued to grow and ran out of space in the garage.

In 2019, Haro Property Management (Travis & Jake's real estate holding company) purchased our existing space, utilizing the Flex Pace program for a loan in partnership with

Starion Bank, Lewis & Clark Development Group and Bank of North Dakota. The shop/office building is at 2716 34th St. NW Mandan, has a 1,040 sf office and 1,200 sf shop on .84 acres.

We have now outgrown the shop space. We are now in a purchase agreement for the neighboring property located at 2600 and 2602 34<sup>th</sup> St NW in Mandan. This property is adjacent to our existing property, sits on 1 acre of land and has two shops totaling approximately 5,300sf of shop/office space. This additional space provides us with the opportunity to continue to grow our small business within the Mandan community.

Please consider this request to support the interest buy-down program for Haro Property Management LLP.

Sincerely,

A handwritten signature in dark ink, appearing to read "Travis Berger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Travis Berger

Redline Plumbing, Owner

701-471-7510

**Lewis and Clark Development Group  
Commercial Financing Application**

*Please type or print clearly. Be sure to fill in each blank and answer each question. If not applicable, mark N/A and explain. If there is not enough room in a section, use the additional page at the end of the form and indicate the section you are adding.*

**Submit Application to: Lewis and Clark Development Group Or matt@lcdgroup.org  
200 1<sup>st</sup> Avenue NW—Suite 100  
Mandan, ND 58554**

**If Applying for Meat Processing Intermediary Lending Program, contact chris@lcdgroup.org**

**SECTION 1. APPLICANT INFORMATION**

**Borrowing Company** Haro Property Management LLP

**Business Address** 2716 34th St NW **City/State/County/Zip Code** Mandan, ND 58554

**Business Telephone** 701-471-7510 **Fax Number** \_\_\_\_\_

**Email Address** redlineplumbing@yahoo.com **Website Address** \_\_\_\_\_

**Borrowing Company Employer's ID Number:**

**Federal**                      **State** \_\_\_\_\_

**NAICS Codes** 531120 **Fiscal Year End** 12/31 **State**                      **DUNS Number**                     

*If the NAICS Code and/or employer's identification number for this project is **different from the numbers for the firm listed above**, please complete the following with the additional identification numbers:*

**Employer's ID Number: Federal** \_\_\_\_\_ **State** \_\_\_\_\_

**If Applicable, Operating Company/Business Name** Redline Plumbing Heating & Air LLC

**Business Address** Same as above **City/State/County/Zip Code** \_\_\_\_\_

**Business Telephone** Same as above **Fax Number** \_\_\_\_\_

**Email Address** Same as above **Website Address** \_\_\_\_\_

**Operating Company Employer's ID Number:**

**Federal**                      **State** \_\_\_\_\_

**NAICS Codes** 238220 **Fiscal Year End** 12/31 **DUNS Number** \_\_\_\_\_

*If the NAICS Code and/or employer's identification number for this project is **different from the numbers for the firm listed above**, please complete the following with the additional identification numbers:*

**Employer's ID Number: Federal** \_\_\_\_\_ **State** \_\_\_\_\_

**The Borrowing Company is a:**

☐  
☐  
☐  
☒

Sole Proprietorship  
Partnership  
LLC  
LLP

☐  
☐  
☐  
☐

S-Corporation  
C-Corporation  
Non-Profit Development Corporation  
For-Profit Development Corporation

Other (Specify) \_\_\_\_\_

**Date Applicant Business Established** 07/07/2016

**Date Applicant Business Established in ND** 07/07/2016

**State of Incorporation** ND

**Primary Business Activity:**

☐

Retail

☐

Wholesale

☐

Manufacturing

☒

Service

☐

Other (Specify) \_\_\_\_\_

**Business Description:**

Haro Property- Real estate holding company for Travis Berger and Jacob Hollingsworth, owners of Redline Plumbing.

Redline Plumbing- New construction, remodel and services work. Specialize in plumbing services & boiler work.

**Brief History of Company:**

Haro Property- Started in 2016 as a real estate holding company for Travis Berger and Jacob Hollingsworth, owners of Redline Plumbing. Assets currently include one commercial property that houses Redline Plumbing.

Redline Plumbing- Started in 2013. At the time Travis and Jake were the sole employees and owners. They have grown over the past five years and now have four additional employees. They have outgrown their current space and are looking to expand.

Plant/Office Location(s)  
**2716 34th St NW Mandan, ND 58554**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# of Employees  
**6 (Including owners)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Major Stockholders, Partners, or Proprietors:**

Provide a current (less than 90 days old) financial statement on each principal owner (owning more than 10 percent) or guarantor, and the most recent personal Federal income tax returns (previous three years) for each principal. Please provide details of all existing personal debt. Attach resumes for each principal owner, guarantor, and all management personnel of company.

| Name                  | % Ownership | Address & Phone Number            | Social Security # |
|-----------------------|-------------|-----------------------------------|-------------------|
| Travis L Berger       | 50.00 %     | 2426 Roberta Dr N Mandan, ND 5855 |                   |
| Jacob T Hollingsworth | 50.00 %     | 2476 Helen Dr N Mandan, ND 58554  |                   |
|                       | %           |                                   |                   |
|                       | 100.00 %    |                                   |                   |

Identify personal and corporate guarantors and other collateral for this loan:

**Management Information:** List all the officers, directors, or general partners.

| Name                  | Title           | Address & Phone Number            | Social Security # |
|-----------------------|-----------------|-----------------------------------|-------------------|
| Travis L Berger       | President       | 2426 Roberta Dr N Mandan, ND 5855 |                   |
| Jacob T Hollingsworth | Vice -President | 2476 Helen Dr N Mandan, ND 58554  |                   |
|                       |                 |                                   |                   |

**Primary Lender Information**

| Name              | City/State | Phone # | Type of Account | *Account # | 90-Day Avg Balance |
|-------------------|------------|---------|-----------------|------------|--------------------|
| Redline Plumbing  | Mandan, ND |         |                 |            | \$452,680          |
| Haro Property Mar | Mandan, ND |         |                 |            | \$8,090            |
|                   |            |         |                 |            |                    |

\*Obtain this information from bank officer.

**Working (Operating Line)**

| Limit | Based On | Current Balance |
|-------|----------|-----------------|
| _____ | _____    | _____           |
| _____ | _____    | _____           |
| _____ | _____    | _____           |



**If Applicable, The Operating Company/Business is a:**

☐  
☐  
☒  
☐

Sole Proprietorship

Partnership

LLC

LLP

☐  
☐  
☐  
☐

S-Corporation

C-Corporation

Non-Profit Development Corporation

For-Profit Development Corporation

Other (Specify) \_\_\_\_\_

**Date Applicant Business Established** 2/25/2013

**Date Applicant Business Established in ND** 2/25/2013

**State of Incorporation** ND

**Primary Business Activity:**

☐

Retail

☐

Wholesale

☐

Manufacturing

☒

Service

☐

Other (Specify) \_\_\_\_\_

**Business Description:**

See above

**Brief History of Company:**

See above

Plant/Office Location(s)  
**2716 34th St NW Mandan, ND 58554**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# of Employees  
**6 (Including owners)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Major Stockholders, Partners, or Proprietors:**

Provide a current (less than 90 days old) financial statement on each principal owner (owning more than 10 percent) or guarantor, and the most recent personal Federal income tax returns (previous three years) for each principal. Please provide details of all existing personal debt. Attach resumes for each principal owner, guarantor, and all management personnel of company.

| Name          | % Ownership | Address & Phone Number | Social Security # |
|---------------|-------------|------------------------|-------------------|
| Same as above | %           |                        |                   |
|               | %           |                        |                   |
|               | %           |                        |                   |
|               | 0 %         |                        |                   |

Identify personal and corporate guarantors and other collateral for this loan:

**Management Information:** List all the officers, directors, or general partners.

| Name          | Title | Address & Phone Number | Social Security # |
|---------------|-------|------------------------|-------------------|
| Same as above |       |                        |                   |
|               |       |                        |                   |
|               |       |                        |                   |

**Primary Lender Information**

| Name          | City/State | Phone # | Type of Account | *Account # | 90-Day Avg Balance |
|---------------|------------|---------|-----------------|------------|--------------------|
| Same as above |            |         |                 |            |                    |
|               |            |         |                 |            |                    |
|               |            |         |                 |            |                    |

\*Obtain this information from bank officer.

## SECTION 2. PURPOSE OF THE LOAN

### Description of the Project and Reason for the Loan:

**Requested Sources of Financing:** Please attach copies of letters of commitment for each source of financing. Letters should contain a description of items to be financed, credit analysis and work papers, the specific terms and conditions, and the proposed collateral position.

#### A. Sources of Financing

| <u>Name of Lending Institution</u> | <u>Contact Person</u> | <u>Phone Number</u> | <u>Address</u>           |
|------------------------------------|-----------------------|---------------------|--------------------------|
| Starion Bank                       | Landon Feil           | 701-667-1611        | 109 1st St NW Mandan, ND |
|                                    |                       |                     |                          |
|                                    |                       |                     |                          |
|                                    |                       |                     |                          |
|                                    |                       |                     |                          |

#### B. Project Financing Sources

| <u>Financing Sources</u>             | <u>Amount</u>   |
|--------------------------------------|-----------------|
| Applicant Equity                     | \$480000        |
| \$120,000 (20% of purchase price)    | \$              |
|                                      | \$              |
| Lewis and Clark Development Group    | \$ *            |
| <b>TOTAL PROJECT FINANCE SOURCES</b> | <b>\$480000</b> |

\* Loan Amount Requested from the Lewis and Clark Development Group Cannot Exceed 50% of the Total Financing Sources.

C. Project Costs Eligible for Lewis and Clark Development Group Financing

| <u>Uses of All Funds</u>         | <u>Useful Life</u> | <u>Total Cost</u>        | <u>Proposed Source</u> | <u>Proposed Collateral Position</u> |
|----------------------------------|--------------------|--------------------------|------------------------|-------------------------------------|
| Inventory                        | _____ months       | \$ _____                 | _____                  | _____                               |
| Trade Receivables                | _____ months       | \$ _____                 | _____                  | _____                               |
| Other Working Capital            | _____ months       | \$ _____                 | _____                  | _____                               |
| Financing Fees                   | _____ years        | \$ _____                 | _____                  | _____                               |
| Building                         | _____ years        | \$ _____                 | _____                  | _____                               |
| Real Estate                      | <u>20</u> years    | \$ <u>480000</u>         | _____                  | _____                               |
| Machinery & Equipment            | _____ years        | \$ _____                 | _____                  | _____                               |
| Furniture, Fixtures, & Equipment | _____ years        | \$ _____                 | _____                  | _____                               |
|                                  |                    | TOTAL*: \$ <u>480000</u> | _____                  | _____                               |

\*Must Equal B. Total Project Finance Sources on Previous Page.

### SECTION 3. HISTORICAL FINANCIALS

Provide an annual balance sheet and income statement for the most recent three years. Audited financials are preferred, however, other statements may be acceptable. If applicant is a business newer than three years, provide all previous financials. *Unaudited financial statements must be signed and dated by an authorized financial officer of the applicant business and details (terms, maturity, and interest rate) must be provided on existing debt agreements.* If unaudited financial statements are provided, also include *federal tax returns* for the previous three years. Provide the current year's year-to-date profit and loss statements and balance sheet.

### SECTION 4. PROJECTED FINANCIAL STATEMENTS

Submit projected financial statements reflecting the performance of the applicant under the conditions for the term of the loan for the next two years. Projected financial statements must include: balance sheet, income statement, cash flow, and *must be supported by notes and justifiable assumptions.*

**If you need assistance completing projections, contact the Small Business Development Center nearest you or on the web at <http://ndsbdc.org/about/>.**

## SECTION 5. EMPLOYMENT SUMMARY

Please indicate the company representative who should be contacted to follow up on the employment information.

Name Travis L Berger

Title President

Telephone 701-471-7510

Email Address redlineplumbing@yahoo.com

### A. Current Employment Information

Please provide current employment levels as of the date of the application.

|                          | <u>Total # of Employees<br/>(In &amp; Out of ND)</u> | <u>Avg Annual<br/>Hours</u> | <u>Total # of<br/>Employees in ND</u> | <u>Avg Annual Hours<br/>(ND Employees)</u> |
|--------------------------|--|-----------------------------|---------------------------------------|--|
| Full-Time                | <u>6</u>   | <u>12480</u>                | <u>6</u>                              | <u>12480</u>                               |
| Part-Time*               | <u></u>  | <u></u>                     | <u></u>                               | <u></u>                                    |
| Seasonal/<br>Temporary** | <u></u>  | <u></u>                     | <u></u>                               | <u></u>                                    |
| TOTAL                    | <u>6</u>   | <u>12480</u>                | <u>6</u>                              | <u>12480</u>                               |

\*Works Less Than 30 Hours Per Week.

\*\*Works Only During Peak Season (Please Specify Length of Peak Season:  Months).

### North Dakota Employees Only

PLEASE USE HOURLY WAGES

|                                      | <u>Wages Weighted</u> |              |              | <u>Number of Employees<br/>Receiving That Wage</u> |     |          |            |
|--------------------------------------|-----------------------|--------------|--------------|--|-----|----------|------------|
|                                      | Low                   | Avg          | High         | Low  | Avg | High     |            |
| Managers & Administrators            | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| Professional & Technical             | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| Sales                                | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| Clerical                             | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| Service                              | \$ <u>18</u>          | \$ <u>28</u> | \$ <u>36</u> | <u></u>  | +   | <u>4</u> | = <u>4</u> |
| Agriculture, Forestry, Fishing       | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| Production, Maintenance              | \$ <u></u>            | \$ <u></u>   | \$ <u></u>   | <u></u>  | +   | <u></u>  | = <u>0</u> |
| NORTH DAKOTA TOTAL NUMER OF WORKERS: |                       |              |              |  |     |          | <u>4</u>   |

CURRENT NORTH DAKOTA  
TOTAL ANNUAL PAYROLL

\$ 467016

**Current Employee Benefit Package:** Please provide a detailed listing of employer-paid benefits.

**B. Projected Employment Information**

North Dakota-only employment projected to be created each year as a result of the proposed project.

**Projected Annual Employment in North Dakota**

***Jobs to Be Created***

|                 | <u>Year1</u> | <u>Year2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>Total</u> |
|-----------------|--------------|--------------|---------------|---------------|---------------|--------------|
| Full-Time       | 0            | 1            | 2             | 1             | 1             | 5            |
| Part-Time*      | 2            |              |               |               |               | 2            |
| Seasonal/Temp** |              |              |               |               |               | 0            |
| <b>TOTAL</b>    | 2            | 1            | 2             | 1             | 1             | 7            |

\*Works Less Than 30 Hours Per Week.

\*\*Works Only During Peak Season (Please Specify Length of Peak Season: \_\_\_\_\_ Months).

**SECTION 6. LITIGATION**

Provide summaries including descriptions of the current status of any legal proceeding, consent decrees, orders, investigations, or suits against the applicant, any affiliates, guarantors, and all principals with ten percent or more ownership; which are currently pending, threatened, or which concluded within the five years prior to the date of the application.

None

**Application Checklist:**

Please review your application to make sure all relevant information has been submitted.

|  | <u>ENCLOSED</u>                     | <u>N/A</u>                          |
|--|-------------------------------------|-------------------------------------|
| A. Completed Application Form  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| B. Schedules Attached:   |                                     |                                     |
| 1. Two Years of Tax Returns for Borrowing Company, Operating Company, Owners                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Two Years of Balance Sheet and Profit and Loss<br>If Possible, for Both Borrowing and Operating Company | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Organizational Documents for Borrowing Company, and if applicable Operating Company                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. All of the Individual Owners ID's who own at least 20%<br>Of the company                                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Lead Lender's Credit Memo   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Cost Documents: (Purchase Agreement; Construction Budget; Sales Contracts, etc.)                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Business Plan (If New Business)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. Two Years of Projections (If New Business)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |



## SECTION 7. Civil Rights Compliance

*The following information is requested by the Federal Government in order to monitor compliance with applicable Federal Civil Rights laws. You are not required to furnish this information, but are encouraged to do so. The law states that a provider of services may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations the provider of services is required to note race, ethnicity, and sex on the basis of visual observation or surname.*

### Ethnicity (mark one)

☒ Not Hispanic or Latino

☐ Hispanic or Latino

### Sex:

☐ Female

☒ Male

### Race (mark one or more)

☒ White

☐ Black or African American

☐ American Indian/Alaskan Native

☐ Asian

☐ Native Hawaiian or Other Pacific Islander

### Veteran Status:

☒ Veteran

☐ Non-Veteran

## **SECTION 8. CONFIDENTIALITY STATEMENT**

### **North Dakota Century Code 44-04-18.4. Confidentiality of trade secret, proprietary, commercial, and financial information.**

Any documentary material, data made or received by the Lewis and Clark Development Group Loan Committee, for the purpose of furnishing assistance to a business to the extent that such material or data consists of trade secrets, commercial, or financial information regarding the operation of such business, may not be considered public record, and shall be exempt from disclosure. Any discussion, consideration of, or action upon such trade secrets, commercial, or financial information by the Lewis and Clark Development Group Loan Committee may be done in Executive Session closed to the public, notwithstanding the provisions of the Open Meeting Laws of this state.

## **SECTION 9a. APPLICANT COMPLETION CERTIFICATION**

---

All information contained above and in schedules attached hereto is true and complete to the best knowledge and belief of the applicant. There is no intent to deceive or defraud the Loan Committee or any potential participant in any loans to finance this project.

The applicant recognizes that the Loan Committee may not process any application that is not complete. Incomplete applications will be returned to the applicant for completion.

The Applicant also recognizes that there shall be no commitment of any loan program without specific authorization of the Loan Committee. Only the Loan Committee may make an award from the loan program to an applicant.

Federal Law prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status.

I declare and affirm under the penalties of perjury that the claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

## **SECTION 9b. BORROWER CERTIFICATION (USE OF FUNDS)**

The borrower hereby certifies the following to the lender:

1. The loan or investment proceeds will be used for a "business purpose."

Business purpose includes, but is limited to, start-up costs, working capital, business procurement, franchise fees, equipment, and inventory as well as the purchase, construction, renovation, or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. The definition of business purpose excludes: activities that relate to acquiring or holding passive investments such as commercial real estate ownership, the purchase of securities, and lobbying activities as defined in Section 3(7) of the Lobbying Disclosure Act of 1995, P.L. 104-65, as amended.

2. The loan proceeds will not be used to:

- a. repay delinquent federal or state income taxes unless the Borrower has a payment plan in place with the relevant taxing authority; or
- b. repay taxes held in trust or escrow; e.g., payroll or sales taxes; or
- c. reimburse funds owed to any owner, including any equity injection or injection of capital for the continuance of the business; or
- d. to purchase any portion of the ownership interest of any owner of the business.

3. The borrower is not:

- a. an executive officer, director, or principal shareholder of the lender; or
- b. a member of the immediate family of an executive officer, director, or principal shareholder of the lenders; or
- c. a related interest of such executive officer, director, principal shareholder, or member of the immediate family.

For the purposes of these three restrictions, the terms "executive officer," "director," "principal shareholder," "immediate family," and "related interest" refer to the same relationship to a lender as the relationship described in Part 215 of Title 12 of the code of Federal Regulation, or any successor to such part.

Applicant Business: Haro Property Management LLP

Officer's Signature: 

Officer's Name/Title: Travis Berger, President

Telephone Number: 701-471-7510 Date: 5/12/25

**SECTION 10. OPERATING COMPANY COMPLETION CERTIFICATION, if Applicable:**

All information contained above and in schedules attached hereto is true and complete to the best knowledge and belief of the applicant. There is no intent to deceive or defraud the Loan Committee or any potential participant in any loans to finance this project.

The Operating Company recognizes that the Loan Committee may not process any application that is not complete. Incomplete applications will be returned to the Operating Company for completion.

The Operating Company also recognizes that there shall be no commitment of any loan program without specific authorization of the Loan Committee. Only the Loan Committee may make an award from the loan program to an Operating Company.

The prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status.

I declare and affirm under the penalties of perjury that the claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Operating Company Business: Redline Plumbing Heating and Air LLC

Officer's Signature: 

Officer's Name/Title: Travis Berger, President

Telephone Number: 701-471-7510 Date: 5/12/25

## AUTHORIZATION TO RELEASE CREDIT INFORMATION

I/we hereby authorize the release of credit information of principal applicant and all business affiliates to Lewis and Clark Certified Development Company (LCCDC) on behalf of Lewis and Clark Regional Development Council DBA the North Dakota Opportunity Fund, of any and all information required at any time for any purpose related to our credit application/transaction.

I/we further authorize Clark Certified Development Company (LCCDC) on behalf of Lewis and Clark Regional Development Council DBA the North Dakota Opportunity Fund to release such information to any entity deemed necessary for any purposes related to our credit application/transaction.

I/we hereby certify that the enclosed information (together with any attachments or exhibits) is valid and true, accurate and correct to the best of my/our knowledge.

Falsification of information, statements, or values for any purpose including but not limited to the purpose of obtaining any loan, property, or anything of value from Clark Certified Development Company (LCCDC) on behalf of Lewis and Clark Regional Development Council DBA the North Dakota Opportunity Fund may lead to the disqualification of the applicant and possible criminal prosecution.

I/we acknowledge that applicant is responsible for and agrees to pay all fees associated with the verification of the information provided in this application.

Signature



Date

5-12-25

Signature

Date

Signature

Date



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Jordan Singer  
**PRESENTER:** Jordan Singer, Building Official  
**SUBJECT:** Consider a request for a minor plat for Lakewood Harbor 3rd Add.

---

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

Consider a request for a minor plat for Lakewood Harbor 3rd Add.

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

Norma Wolf & Letitia Larrison request approval of a minor plat named Lakewood Harbor 3rd Addition. The plat reconfigures lot lines for Lots 35A & 35B, Block 1, in the Replat of Lot 35, Block 2, Lakewood Harbor 3rd Addition.

#### **Property History**

The properties are located at 3604 and 3608 Lakewood Drive SE. These lots were originally platted as part of Lakewood 3rd Addition in 2004 and subsequently replatted in 2006. The property at 3608 Lakewood Drive (proposed lot 1) has an existing home, while the property at 3604 Lakewood Drive (proposed Lot 2) is presently vacant.

#### **Minor Plat**

The plat covers 1.11 acres. The purpose of the plat is to adjust the location of the lot line between lots 35A (lot 2 of proposed plat) and 35B (lot 1 of proposed plat), Block 1, Lakewood Harbor 3rd replat of Lot 35, Block 2 slightly to correct an issue where pavement from a camper pad encroached on an adjoining lot.

#### **Adjacent Properties Zoning, Land Use, and Future Land Use**

This property is zoned R7 - Single-Family Residential. Properties to the south and west are zoned R7 - Single-Family Residential. To the North is the Wastewater Treatment Facility and to the east is the bay. The Future Land Use Plan designates this property as Low Density Residential.

#### **Additional Information and Public Outreach**



- The application and fee of \$300 was received on April 9, 2025.
- This item as a minor plat does not require notice.

### **Findings of Fact**

#### **Minor Plat**

1. All technical requirements for approval of a minor plat have been met;
2. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
3. Portions of the proposed plat are located within the Special Flood Hazard Area (SFHA). All development within these areas shall conform to the City's floodplain development ordinance. The proposed development is not anticipated to adversely impact water quality, environmentally sensitive lands, or areas that are otherwise topographically unsuited for development;
4. The proposed plat is consistent with the general intent and purpose of the zoning ordinance;
5. The proposed plat is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and
6. The proposed plat would not adversely affect the public health, safety, and general welfare.

#### **ATTACHMENTS:**

1. Application
2. Lakewood Harbor 7th Add.
3. Location Map - Lakewood Harbor 7th

#### **FISCAL IMPACT:**

N/A

#### **STAFF IMPACT:**

N/A

#### **LEGAL REVIEW:**

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

#### **RECOMMENDATION:**

Staff recommends approval of Lakewood Harbor 3rd Addition.

**SUGGESTED MOTION:**

I move to approve Lakewood Harbor 3rd Addition.

| CITY OF MANDAN  |   |
|---|---|
| Development Review Application  |   |
| <input checked="" type="checkbox"/> Minor Plat (\$300)  | <input type="checkbox"/> Zone Change (\$600)  |
| <input type="checkbox"/> Preliminary Plat up to 20 acres (\$400)  | <input type="checkbox"/> Planned Unit Development (\$700)                           |
| <input type="checkbox"/> Preliminary Plat more than 20 acres (\$450)  | <input type="checkbox"/> Land Use and Transportation Plan Amendment (\$1,000)       |
| <input type="checkbox"/> Final Plat up to 20 lots (\$400)   | <input type="checkbox"/> Vacation (\$500)   |
| <input type="checkbox"/> Final Plat 21 to 40 lots (\$550)   | <input type="checkbox"/> Variance (\$400)   |
| <input type="checkbox"/> Final Plat more than 40 lots (\$700)   | <input type="checkbox"/> Special Use Permit (\$450)                                 |
| <input type="checkbox"/> Annexation (\$450)   | <input type="checkbox"/> Stormwater submittal (\$300)                               |
| <input type="checkbox"/> Masterplanned Subdivision (not accepted without preliminary plat) (\$250)                      | <input type="checkbox"/> Stormwater 2 <sup>nd</sup> & subsequent resubmittal (\$50) |
| <input type="checkbox"/> Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250) |   |
| Summary of Request (Add separate sheet(s) as necessary)   |   |
| Reconfigure lot lines for Lots 35A & 35B, block 1 in the Replat of lot 35 Block 2 in Lakewood Harbor 3rd.               |   |

| Engineer/Surveyor   |             |              | Property Owner or Applicant           |             |              |
|---|-------------|--------------|---------------------------------------|-------------|--------------|
| Name<br>Mark R. Isaacs, RLS - ILSE, Inc.  |             |              | Name<br>Norma Wolf & Letitia Larrison |             |              |
| Address<br>4215 Old Red Trail NW  |             |              | Address<br>3808 Lakewood Drive SE     |             |              |
| City<br>Mandan  | State<br>ND | Zip<br>58554 | City<br>Mandan                        | State<br>ND | Zip<br>58554 |
| email<br>mark@ilsurveynd.com  |             |              | email<br>tisha.wolf2010@gmail.com     |             |              |
| Phone<br>701-595-2079   |             | Fax          | Phone<br>701-312-0576                 |             | 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                 |  |
|--|------------------------------|------------------------------|--|--|---------------|------------------------------|--|
| <input checked="" type="checkbox"/> City | <input type="checkbox"/> ETA | <input type="checkbox"/> New | <input checked="" type="checkbox"/> Addition | R7   | R7            | Lakewood Harbor 7th Addition |  |
| Property Address                         |                              |                              |  | Legal Description                                  |               |                              |  |
| 3808 Lakewood Drive SE, Mandan, ND       |                              |                              |  | Lots 35A & 35B, Block 1; Replat of Lot 35, Block 2 |               |                              |  |
| Current Use                              |                              |                              |  |  |               |                              |  |
| Residential                              |                              |                              |  | Lakewood Harbor 3rd Addition                       |               |                              |  |
| Proposed Use                             |                              |                              |  |  |               |                              |  |
| Residential                              |                              |                              |  | Section 12   | Township 138  | Range 81                     |  |
| Parcel Size                              | Building Footprint           | Stories                      | Building SF                                  | Required Parking                                   |               | Provided Parking             |  |
| 1.11 Acres                               |                              |                              |  |  |               |                              |  |

|   |                                |                |
|---|--------------------------------|----------------|
| Print Name<br>Norma Wolf & Letitia Larrison | Signature<br><i>Norma Wolf</i> | Date<br>4/9/25 |
|---|--------------------------------|----------------|

| Office Use Only                   |                           |                   |               |
|-----------------------------------|---------------------------|-------------------|---------------|
| Date Received:                    | Initials: <i>nm</i>       | Fees Paid: \$ 300 | Date 4-9-2025 |
| Notice in paper                   | Mailed to neighbors       | P&Z meeting       |               |
| <input type="checkbox"/> Approved | Approved with conditions: |                   |               |
| <input type="checkbox"/> Denied   |                           |                   |               |





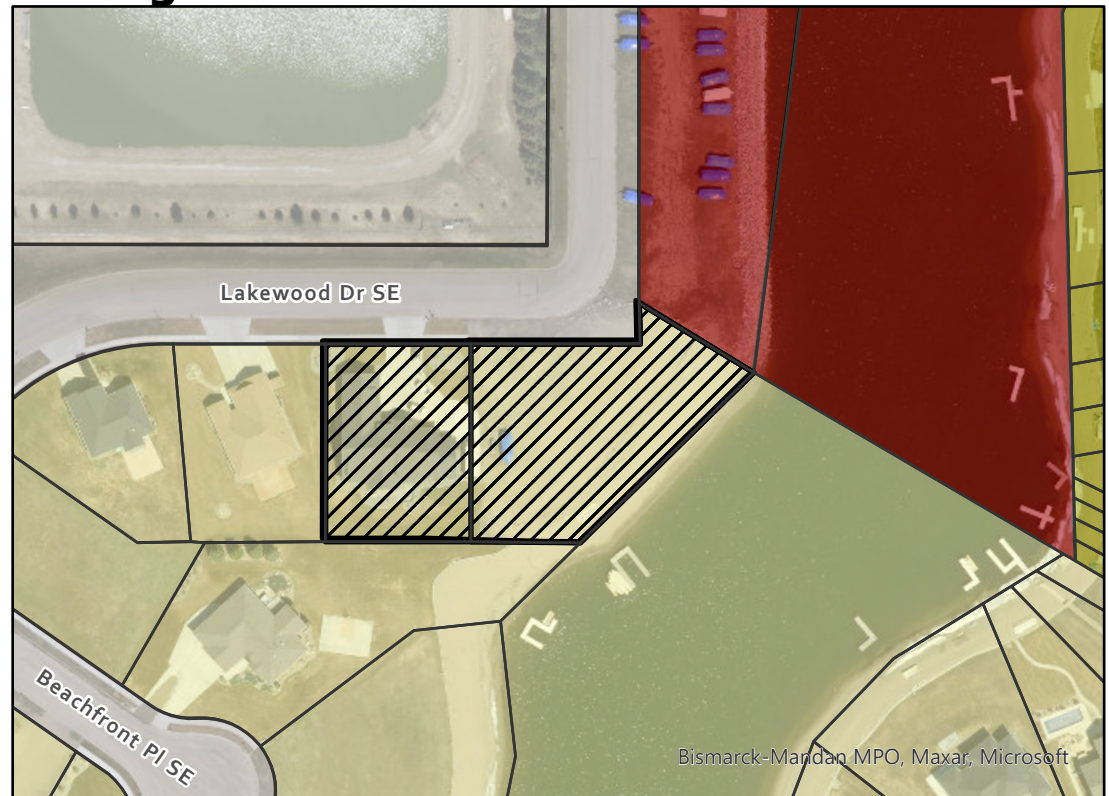
# Zoning and Future Land Use Reference Map

Lakewood Harbor 7th Addition

## Zoning

### Zoning Map Key

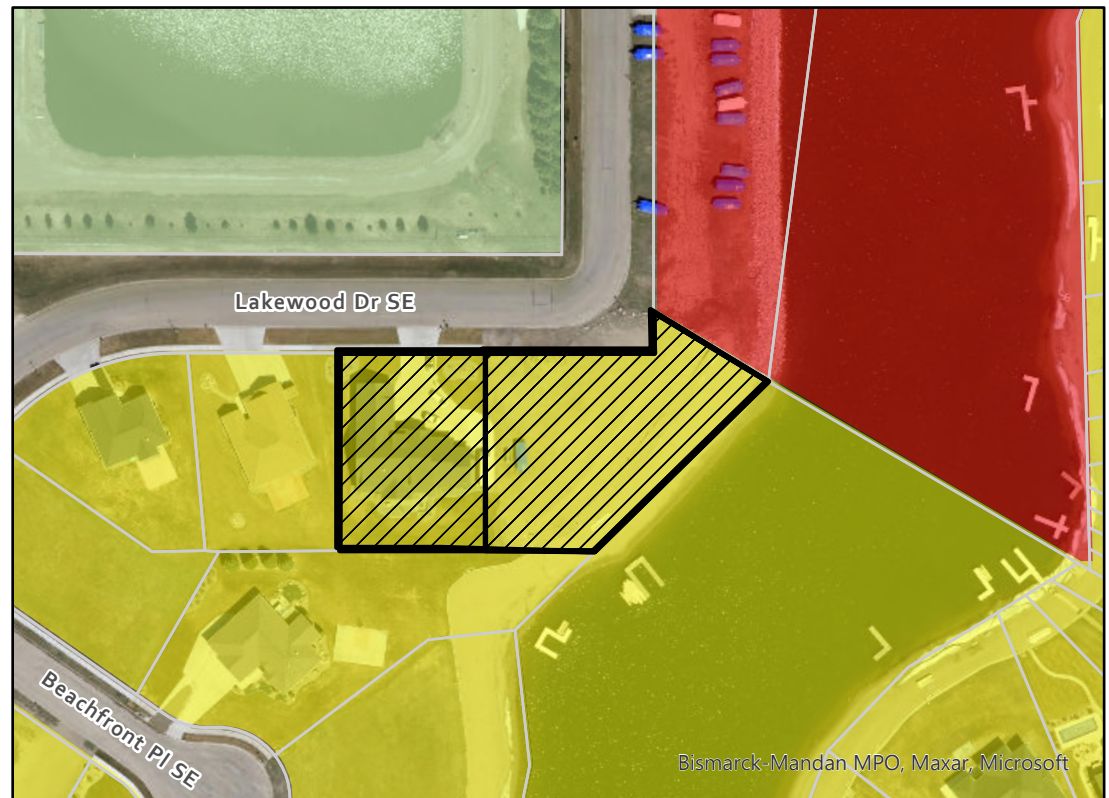
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light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



### Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- Planning Activities

## Future Land Use Plan





## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** City Sales Tax Collections Agreement

---

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

Consider entering into an agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium.

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

The attached contract is consistent with contracts in the past and allows the State Tax Commissioner and representatives to collect the local sales and use tax, audit such information and perform other ancillary duties required to carry out this function. The contract is for the period from July 1, 2025, through June 30, 2027.

The cover letter enclosed with this contract asks us to notify the Tax Department of annexations in a timely manner, and we will continue to do so.

#### **ATTACHMENTS:**

1. ND State Tax Agreement

#### **FISCAL IMPACT:**

The administration fee for this contract will be the lesser of \$35 per permit per year, or 3 percent of the tax collected. Based on the number of permits over the past two years the Tax Commissioner shall retain \$1,863/month.

#### **STAFF IMPACT:**

n/a

#### **LEGAL REVIEW:**

Subject: Consider entering into an agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium

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Page 2 of 2

Information has been reviewed and City Attorney Oster and has no issues.

**RECOMMENDATION:**

I recommend the agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium be approved.

**SUGGESTED MOTION:**

I move to enter the agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium be approved.





May 1, 2025

Ref: L2127577728

JIM NEUBAUER  
MANDAN CITY ADMINISTRATOR  
205 2ND AVE NW  
MANDAN ND 58554-3125

Dear Jim Neubauer:

Enclosed are two copies of a contract authorizing the Office of State Tax Commissioner to administer the City of Mandan's local sales, use and gross receipts taxes for the 2025 - 2027 biennium.

The administration fee for this contract will be the lesser of \$35 per permit per year, or 3 percent of the tax collected. Based on the current number of retail businesses with sales, use and gross receipts tax permits for the City of Mandan and the past two years history of sales and purchases, the administration fee for the City of Mandan is listed in the enclosed contract. The administration fee will be withheld from the monthly tax collections received in this office.

The financial needs facing North Dakota cities continue to change each year and so do the challenges of finding revenue sources to fund these areas. It is important for your city to ensure that all possible city tax collections are received. One way is to provide this office with timely notice of all property annexations. Once notification is received, we notify the businesses affected by the annexation of their local tax collection responsibility. The attached contract requires at least a ninety day notice when property has been annexed into the incorporated boundary of a city.

Please sign the enclosed contracts and return one signed copy to the Office of State Tax Commissioner by May 31, 2025. If you have any questions about the contract or administration of your city's sales, use and gross receipts tax, please contact our Sales and Special Taxes Division at 701-328-1246.

I appreciate the strong working relationship we have developed with North Dakota's cities and counties. If our office can be of assistance to you in any way, please let us know.

Sincerely,

Brian Kroshus  
Tax Commissioner

Enc.



Ref: L2127577728  
ID: 45-6002118

(063)



### **Contract For Collection of City Sales, Use and Gross Receipts Taxes**

This Contract for Collection of City Taxes (Contract) is entered into by the North Dakota Office of State Tax Commissioner (Tax Commissioner) and the governing body of the City of Mandan, North Dakota represented by the the Mandan City Auditor, for the purpose of administering, collecting, and enforcing the local taxes as prescribed under North Dakota Century Code (N.D.C.C.) § 57-01-02.1.

#### **The Tax Commissioner will provide the following services:**

1. The Tax Commissioner assumes the responsibility of administering Ordinance 1453 of the Mandan Municipal Code of Ordinances (Ordinance). The Tax Commissioner will administer the Ordinance according to the relevant provisions of N.D.C.C. Ch. 57-39.2, including reporting and paying requirements, correction of errors, payment of refunds, and application of penalty and interest.
2. The Tax Commissioner will inform permit holders of their responsibilities to collect and remit tax and to file returns, as imposed by the Ordinance.
3. The Tax Commissioner will inform permit holders of Ordinance changes, including new impositions, rate changes, maximum tax updates, and vendor compensation updates by posting the notice on the Tax Commissioner website and emailing permit holders who are registered in ND TAP.
4. The Tax Commissioner will provide permit holders with access to an online tax reporting system (ND TAP). Accommodations may be made for permit holders unable to report through ND TAP.
5. The Tax Commissioner will provide permit holders with access to an online rate locator for use in the computation of the state and local taxes. Accommodations may be made for permit holders unable to access the online rate locator.
6. The Tax Commissioner will require permit holders to remit the tax imposed by the Ordinance on a monthly, quarterly, or other periodic basis deemed necessary by the Tax Commissioner.
7. The Tax Commissioner will conduct or oversee the collection of any civil penalties due or criminal prosecution required under the Ordinance to the extent not in conflict with the state law.
8. The Tax Commissioner will provide a monthly certification to the North Dakota State



Ref: L2127577728  
ID: 45-6002118

(063)



Treasurer of the amount of tax payable to the local jurisdiction. If a refund to a permit holder or taxpayer of a previous overpayment results in credits being greater than collections, and an amount is owed to the state, the Tax Commissioner, after consulting with the City of Mandan, may determine the process for recovery of the overpayment as prescribed by N.D.C.C. § 57-01-02.1(7).

9. If the Ordinance includes a provision for a local maximum tax (cap), per N.D.C.C. §57-01-02.1(5), a retailer has the option to apply the total local tax at the time of purchase or apply only the discounted local maximum tax. The Tax Commissioner will refund to a purchaser the difference between the amount of sales, use, and gross receipts tax the purchase paid and the amount that would have been due by application of the local maximum tax provided by the ordinance.
10. At the Tax Commissioner's discretion, the Tax Commissioner may audit the appropriate permit holders.

**By entering into this Contract, The City of Mandan represents and agrees as follows:**

1. The Ordinance provided to the Tax Commissioner is imposed in accordance with all applicable procedures and conforms with all requirements of the home rule charter, and N.D.C.C. § 40-05.1-06 regarding the imposition of a sales, use, or gross receipts tax.
2. The Ordinance conforms in all respects to the taxable or exempt status of sales under N.D.C.C. Chs. 57-39.2, 57-39.4, 57-39.5, 57-39.6, and 57-40.2.
3. The Ordinance provides for only one local tax rate; all sales, use, and gross receipts taxes will be imposed at the same rate.
4. If the Ordinance includes a provision for a local maximum tax (cap), any local maximum tax refunds issued by the Tax Commissioner under N.D.C.C. § 57-01-02.1(5), must be requested by the purchaser within three (3) years of the sales invoice or receipt date and notwithstanding Subsection 1 of the services provided by the Tax Commissioner above, are not subject to the refund interest provisions under N.D.C.C. Ch. 57-39.2.
5. Ordinance changes, including new impositions, sunsets, rate changes, maximum tax updates, and vendor compensation updates, shall be effective on the first day of a calendar quarter and after ninety (90) days' notice which must be provided to the Tax Commissioner after final approval of the tax ordinance.
6. The local jurisdiction must provide the Tax Commissioner with information about all boundary changes including all business address and zip codes within the changed area. For purposes of local sales, use, and gross receipts taxes, boundary changes shall be effective on the first day of a calendar quarter and after ninety (90) days' notice which must be provided to the Tax Commissioner after final approval of the boundary change.
7. In consideration of providing the above-enumerated services from July 01, 2025, through June 30, 2027, the Tax Commissioner shall retain \$1,863.00 of the tax collected under the Ordinance per month.
8. By no later than March 31, 2027, the local jurisdiction shall notify the Tax Commissioner whether the tax imposed by the Ordinance is continued or terminated, to assist in determining the need for a new contract.

This Contract, which supersedes any prior written or oral agreements between the parties, is effective upon the signature by the Mandan City Auditor, acting on behalf of the City of Mandan, and the Tax Commissioner for the State of North Dakota, and shall be effective July 01, 2025 through June 30, 2027.

This Contract contains the entire understanding of the parties and may not be modified except by a written addendum or new written contract signed by both parties.

Dated the 1st day of May 2025, at Bismarck, North Dakota.



\_\_\_\_\_  
Brian Kroshus  
Tax Commissioner

Dated the \_\_\_\_ day of \_\_\_\_ 2025, at \_\_\_\_\_, North Dakota.

\_\_\_\_\_  
Jim Neubauer  
Mandan City Auditor  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Fire Department  
**DEPARTMENT DIRECTOR:** Mitch Bitz  
**PRESENTER:** Mitch Bitz, Fire Chief  
**SUBJECT:** Consider accepting the 2025 ND Game and Fish Boat Funding

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

The Mandan Fire Department is requesting permission to accept grant funding from the 2025 National Recreational Boat Safety Program, distributed by the North Dakota Game and Fish Department

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

In early 2024, Mandan Fire identified the need to improve emergency response capabilities for water rescue incidents within the waterways in and around Mandan. At the 08/06/2024 Board of City Commission meeting, Fire Department staff received approval to apply for a grant through the North Dakota Game and Fish Department that would fund 50% of a rescue boat purchase. At the same meeting, further approval was granted by the Commission to solicit the remaining 50% of matching funds needed for the boat purchase in the form of donations from the community. The cost of a rescue boat and associated supplies at that time was estimated to be \$65K. On 04/24/2025, Mandan Fire Department staff was notified by the North Dakota Game and Fish Department that an award had been made. In order for the Fire Department to take full advantage of the grant funding, a 50% city match, or a minimum of \$35,874.50 must go towards the purchase of this boat. Mandan Fire received \$39K in donations from 11 community organizations. This boat purchase must be made, received, and paid for in full no later than September 30th, 2025. We are currently developing a training program for our staff members, and we plan to assign the boat to Lakewood Station 2. We are respectfully requesting permission to formally accept the grant funding through ND Game and Fish Department as well as proceed with the purchasing of the rescue boat.

#### **ATTACHMENTS:**

1. 2025 Mandan Fire Department Grant Agreement
2. Completed Application

3. Letter and Allowable Expenses 2024 - other agency

**FISCAL IMPACT:**

Boat Cost (approximate): \$72K  
50% NDGF RBS Grant: \$35,874.50 (State/Federal Grant)  
50% City of Mandan Match: \$35,874.50 (Local Match From Equipment  
Reserve/Donations) \*\$39K in Donated Funds\*

Total anticipated project cost: \$76,000 (to include incidental items such as safety vests, throw bags, ropes, etc.)

**STAFF IMPACT:**

Staff will continue to work with all partners to execute the funding documents, execute the boat purchase, and develop a boat training program.

**LEGAL REVIEW:**

This item has been reviewed by Attorney Oster's office.

**RECOMMENDATION:**

We recommend entering into an agreement with the North Dakota Game and Fish Department to accept the 2025 Recreational Boat Safety Program grant funding and allow Fire Department Staff to proceed with the boat purchase as described above

**SUGGESTED MOTION:**

I move to allow staff to enter into an agreement with the North Dakota Game and Fish Department to accept the 2025 Recreational Boat Safety Program grant funding and allow Fire Department Staff to proceed with the boat purchase as described above



## **2025 RBS GRANT AGREEMENT**

The **AGREEMENT** is made and entered into by and between the **Mandan Fire Department** hereinafter referred to as the Grantee, and the North Dakota Game and Fish Department, hereinafter referred to as the Grantor.

Whereas, Grantor agrees to reimburse a share of the allowable expenses incurred by the grantee while performing Boating Law Enforcement or Boating Safety Education activities, pursuant to the guidelines set forth by the National Recreational Boating Safety Program.

### **Specifically, Grantee shall agree to:**

1. Perform activities relating to the **National Recreational Boat Safety Program** as outlined in attached **Exhibit 1**.
2. Establish boat patrol guidelines, if not already in place, to include personal floatation device wear and lanyard cut off wear while the patrol boat is under power.
3. Provide 50% of non-Federal match, or a minimum of **\$35,874.50** towards the allowable costs of the project listed above. Match will be in the form of cash. No portion of the match contribution shall be of Federal origin, and it shall not have been previously used as match for other Federal funds.
4. Submit all requests for reimbursement under this agreement to the ND Game and Fish Department **by July 15, 2025 (for expenditures dated March 15 through June 30) and by September 30, 2025 (for expenditures dated July 1 through September 30)**. Requests are to be accompanied by an itemized listing of expenses and/or photocopies of receipts and must verify match incurred by Grantee.
5. Certify by signing this agreement that it possesses legal authority to apply for the Federal assistance; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
6. Notify the Grantor promptly of all potential claims that arise from or result from this agreement. The Grantee shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the State the opportunity to review and inspect such evidence, including the scene of an accident.
7. Perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the state of North Dakota for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, F.I.C.A., F.U.C.A., the North Dakota Unemployment Compensation and Workers Compensation Acts, and the provisions of North Dakota Century Code Chap. 32-12.2. No part of this agreement may be construed to represent the creation of an employer-employee relationship. The Grantee shall retain sole discretion in the manner and means of carrying out the obligations and responsibilities to be performed under this agreement, except to the extent specified in this agreement. Grantee does not have the authority to contract for or incur obligations on behalf of the State.

8. Certify by signing this agreement that neither them, a Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.
9. The Grantee also certifies by signing this agreement that the Grantee's procurement systems, policies, procedures and standards comply with the requirements of 2 CFR part 200. The systems, policies, procedures, and standards are available for review. See: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
10. Comply with 2 CFR 200.217 Whistleblower protections.

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

11. Provide the Grantor with the information necessary to comply with the Grantor's Federal Funding Accountability and Transparency Act (FFATA) requirements (**Exhibit 2**).
12. Take a physical inventory of the property/equipment purchased wholly or in part with Federal funds and the results will be reconciled with their property records at least once every two years.
13. Not encumber, dispose of in any manner, or use for purposes inconsistent with the original project, the property/equipment purchased wholly or in part with Federal funds without prior written approval of Grantor. To do so, or to terminate the agreement during the useful life of the equipment will require Grantee to reimburse the Grantor for the project costs.
14. Give Grantor advanced notice of any proposed equipment purchases costing in excess of \$5000 per unit. Grantor must obtain approval from the Coast Guard prior to purchase.
15. Comply with all applicable program and grant requirements, terms, conditions, and assurances established by Department of Homeland Security for sub-grant recipients of Federal funds including those in **Exhibit 3**.

Also: See 2 CFR Part 200, 200.317 – 200.326, Procurement.

- (1) Grantee procurement of services and supplies under \$10,000 require one reasonable informal price or rate quote from a qualified source. Grantee procurement of services and supplies between \$10,000 and the Simplified Acquisition Threshold (currently \$250,000) requires 3 informal price or rate quotes from qualified sources. Grantee procurement of services and supplies over the Simplified Acquisition Threshold (currently \$250,000) require publicly solicited formal sealed bids (a firm fixed price contract is awarded to the responsible bidder whose bid conforms to all of the terms and conditions of in the

invitation for bids, and is the lowest in price) or competitive proposals (a fixed price or cost-reimbursement contract is awarded to the responsible firm whose proposal is most advantageous to the program with price and other factors considered. Grantee procurement by noncompetitive proposals need prior written USFWS and Grantor authorization.

- (2) Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See link for small business vendors:  
<https://www.sba.gov/partners/contracting-officials/small-business-procurement>
- (3) A Grantee that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (4) The Grantee must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (currently \$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Grantee must make independent estimates before receiving bids or proposals.

The Grantee must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the Grantee under 2 CFR Part 200, Subpart E—Cost Principles of this part. The Grantee may reference its own cost principles that comply with the Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

16. Acknowledge the use of Boating Safety Financial Assistance Funds under the US Department of Homeland Security, CFDA 97.012, in any publications resulting from this grant.

**Specifically, Grantor shall agree to:**

1. Provide a grant to the grantee for performing boating safety related activities. Grantor agrees to reimburse 50% of the grantee's allowable expenses not to exceed **\$35,874.50** in accordance with the guidelines set forth by the National Recreational Boating Safety Program after being furnished with legitimate proof of expenditures.
2. Provide the following grant-related information:
  - (1) Federal Award Identification.
    - (a) Federal Award Identification Number (FAIN); **70Z02322MO0000874**
    - (b) Federal Award Date; **09/30/22**
    - (c) Subaward Period of Performance Start and End Date; 4/21/25 – 9/30/25
    - (d) Amount of Federal Funds Obligated by this action; \$35,874.50
    - (e) Total Amount of the Federal Award; **\$960,952 to date**
    - (f) Contact information for awarding official (Jackie Lundstrom, NDGFD, (701) 328-6606),
    - (g) Award is not R&D;
    - (h) NDGFD Indirect cost rate is 57.51% 7/1/24 thru 6/30/26.

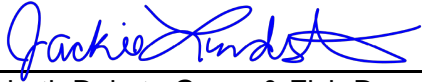
**Specifically, it is agreed that:**

1. This agreement shall commence on **April 21, 2025**, or the date at which this agreement is signed, whichever comes later, and shall remain in effect until **September 30, 2025**.
2. It is further agreed that this agreement may be amended at any time by written mutual consent.
3. All parties agree that each will assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.
4. In accordance with 2 CFR 200, all parties agree to cooperate fully to meet the requirements which necessitate a single audit if cumulative federal funds received from all sources is greater than \$1,000,000. This may include submittal of audit results to the Grantor or to another auditing body.
5. Termination for Lack of Funding or Authority: The Grantor may terminate this agreement upon delivery of written notice, if funding from federal, state, and or other source is not sufficient to allow continuation of this project. This agreement is also contingent upon approval of the State Historical Preservation Officer from an archaeological site maintenance perspective. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

6. Termination for Cause: If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. The rights and remedies of the Grantor provided in the above related defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
7. Termination without cause: This Agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice and delivered by certified mail or in person.
8. Applicable Law and Venue: This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota
9. Merger and Modification: This agreement constitutes the entire agreement between the parties. No alteration, amendment, or modification in the provisions of this agreement shall be affective unless it is reduced to writing and signed by both parties.
10. Assignment and Subcontracts: The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Grantee may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.
11. Confidentiality: The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.
12. Compliance with Public Records Law: The Grantee understands that, except for disclosures prohibited in Section 11 - Confidentiality, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section 8, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.
13. Retention of Records: The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the ND State Auditor, and the federal government (if applicable), and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement.

This contract is not effective until fully executed by both parties.

\_\_\_\_\_  
Grantee



\_\_\_\_\_  
North Dakota Game & Fish Department

\_\_\_\_\_  
Date

April 24, 2025

\_\_\_\_\_  
Date



County or Entity requesting grant: Mandan Fire Department

| SECTION I – PERSONNEL |         | Amount of Funding: Entity and State Requested |                                     |
|-----------------------|---------|---|-------------------------------------|
| Full time:            | Entity: | State:  | Total:                              |
| Part time:            | Entity: | State:  | Total:                              |
| SECTION I SUBTOTALS   |         | Entity: <u>N/A</u>                            | State: <u>N/A</u> Total: <u>N/A</u> |

| SECTION II – MATERIALS, SUPPLIES & EXPENSES   |                           |                          |                                 |
|---|---------------------------|--------------------------|---------------------------------|
| ADD Detailed description of what is being requested, cost share funding amounts and totals. |                           |                          |                                 |
| Item: <u>- Water Craft</u><br><u>Training: - Personnel</u><br><u>- Swift Water</u>          | Entity<br>\$ <u>2,000</u> | State<br>\$ <u>2,000</u> | Total<br>\$ <u>4,000</u>        |
| Item: _____   | Entity<br>\$ _____        | State<br>\$ _____        | Total<br>\$ _____               |
| Item: _____   | Entity<br>\$ _____        | State<br>\$ _____        | Total<br>\$ _____               |
| SECTION II SUBTOTALS  |                           | \$ <u>2,000</u>          | \$ <u>2,000</u> \$ <u>4,000</u> |

| SECTION III – EQUIPMENT (ITEMIZE) Value of \$5,000 or more <u>each individual item.</u>   |                    |                     |                                      |
|---|--------------------|---------------------|--------------------------------------|
| Item: <u>2024 AB A16S RIB with</u><br><u>a 2025 Mercury ELPT 90/65 Jet</u><br><u>Motor, Lighting, FLIR, Sonar &amp;</u><br><u>Side Scan</u> | Entity<br>\$ _____ | State<br>\$ _____   | Total<br>\$ <u>65,749</u>            |
| Item: _____   | Entity<br>\$ _____ | State<br>\$ _____   | Total<br>\$ _____                    |
| Item: _____   | Entity<br>\$ _____ | State<br>\$ _____   | Total<br>\$ _____                    |
| SECTION III SUBTOTALS   |                    | \$ <u>32,874.50</u> | \$ <u>32,874.50</u> \$ <u>65,749</u> |



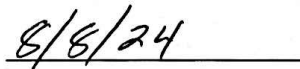
If more space is needed for any of the sections, please list additions below:

- Attach a short narrative explaining the recreational boating safety work to be done during this grant year. *Attached*
- Keep a copy of your Grant request and submit the original to ND Game and Fish.

By signing and dating below, entity certifies that the state funds requested will be used only for the purposes set forth in the agreement between the entity and the ND Game and Fish department.



Signature of Fire Chief or City Auditor



Date



TO: RBS Grant Applicants

FROM: Jackie Lundstrom  
Boating Program Manager

DATE: February 8, 2024

SUBJECT: Recreational Boating Safety Grants

The North Dakota Game and Fish Department will have \$40,000.00 in 2024 to assist counties that are involved in Boating Law Enforcement or Boater Education activities. Under the requirements of the National Recreational Boating Safety Program, the Game and Fish Department can reimburse up to one-half of the expenditures if the entities comply with the grant requirements.

If the total requested statewide exceeds the \$40,000, we will attempt to set up a distribution system that will be equitable. The Game and Fish Department will match the entities that spend local funds on a reimbursable 50/50 share basis. The maximum amount of funds that will be awarded will be based upon the number of applicants.

Good record keeping is required for all that wish to participate in this federal/state program, as the Game and Fish Department needs accurate documentation of activities and expenditures for auditing purposes.

Those that are interested in applying for a grant for reimbursement during the 2024 boating season should complete the enclosed application. The applications must be received by the Game and Fish Department by March 4, 2024. If you have any questions, please call me at 701-328-6606 or 701-220-0730.

Submit to: ND Game & Fish Department  
ATTN: Jackie Lundstrom  
100 N Bismarck Expressway  
Bismarck, ND 58501-5095

After submitting your documents for this grant program, please send an email to [jalundst@nd.gov](mailto:jalundst@nd.gov) to confirm delivery of your request.

Enclosures

## **ALLOWABLE EXPENDITURES UNDER THE RECREATIONAL BOATING SAFETY PROGRAM**

### **GENERAL:**

All of the expenditures listed below must be directly related to the recreational boating safety program. When personnel or equipment costs are split between general law enforcement duties and boating safety, use the percentage of time the individual or piece of equipment is actually used for boating safety.

1.
  - A. Cost of facilities, equipment and supplies for boating safety education and law enforcement including purchase, operating, to the extent these facilities, equipment, and supplies are used for boating safety and emergency assistance to recreational boaters.
  - B. Personnel salaries and reimbursable expenses of personnel who work on boating safety programs, including boating education and law enforcement, as part of their duties to be credited in the same percentage as the time these personnel devote to boating safety.
  - C. The cost of training personnel including salaries of instructors, training facilities, materials and supplies, and travel and per diem related to such training, to the extent the training is related to boating safety and facilities improvement.
  - D. Cost of public boating safety education, including educational programs, lectures and safety related exhibits at boat shows provided for the general public, various segments of the boating community, and the public school system to the extent the education relates to boating safety.
  - E. Cost of establishing local watercraft controls required for the safety of boaters.
  - F. Cost of establishing and maintaining waterway markers and other appropriate aids to navigation to the extent they benefit boating safety.
  - G. Costs for emergency assistance to recreational boaters.
  - H. Costs relating to boat safety inspections and accident investigations.
  - I. Cost of inspection of boat liveries, livery boats, and boats carrying six or fewer passengers for hire.
2. **The following types of expenditures are not considered applicable costs for the boating safety program and should not be included in the computation of county expenditures.**
  - A. Costs related to environmental protection, including holding tanks and pump-out stations
  - B. Cost of traffic regulation other than for boating safety
  - C. Costs for body or vessel recovery, per se, and dragging unless directly related to a boating accident or the investigation thereof
  - D. Inspection of pier underpinnings
  - E. Uniform/jacket/t-shirt components of any type
  - F. Costs related to ice/ice safety/ice rescue.



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 14, 2025  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Madison Cermak  
**PRESENTER:** Madison Cermak, Business Development & Communications Director  
**SUBJECT:** Consider a Storefront Improvement application by NAPA Auto Parts at 400 E Main St.

---

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

To consider a Mandan Growth Fund (MGF) Committee recommendation for approval of a Storefront Improvement application by NAPA Auto Parts at 400 E Main St.

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

The MGF Committee met on May 14, 2025. Agenda items included consideration of an application for Storefront Improvement of 400 E Main St. by NAPA Auto Parts.

NAPA Auto Parts has occupied the building at 400 E Main St. for the past 30 years. The owner has agreed it is time for a refresh on the façade.

Plans for remodeling include the brick surface being painted gray and blue. The gray brick will cover the bottom 3 feet of the building. Blue siding will cover the top 6 feet with gray metal siding covering the center section. New upgraded LED lighting will be installed with the current NAPA logo on the center section of the building with (2) NAPA Bolt logos on each side facing Main Street and 4th Avenue. The LED lighting will be a dark LED and transform throughout the day. The main doors will become double glass doors with ADA upgrades. This improvement will make the two buildings that are next to one another consistent in appearance and be more aesthetically pleasing. Similarly, like the Old Ten Restaurant building, directly across Main Street from NAPA Auto.

The exterior building received approval from the Mandan Architectural Review Committee at its May 13, 2025, meeting.

The estimated cost of these improvements is currently at \$107,778.69. There will be a larger increase in price for siding due to the decision to go with a standing seam once

an updated BID is presented to the applicant. That would put the total amount to \$120,000. The traditional match is \$30,000 for a building, but there is a provision in the Storefront Improvement program guidelines that allows up to \$60,000 for corner lot buildings. The applicant is applying for a \$60,000 match, pending updated BID cost amounts. Funds will not be disbursed until the project is complete and expenses verified by staff.

**ATTACHMENTS:**

1. Storefront Application
2. NAPA 250511 - 400 E Main St, Mandan, ND 58554 - Proposal Drawing - R1 - 040125
3. BIDS

**FISCAL IMPACT:**

The MGF's uncommitted balance for economic development projects as of April 30, 2025, is \$84,950. If this application for \$60,000 in matching funds, to be structured as a forgivable loan, is approved, the balance will be reduced to \$24,950.

**STAFF IMPACT:**

Minimal for the application processing and finalization.

**LEGAL REVIEW:**

Attorney Oster will review the application.

**RECOMMENDATION:**

The MGF voted 8-0 (1 absent) to recommend approval of the Storefront Improvement application for 400 E Main St by NAPA Auto Parts for up to \$60,000 in matching funds to be structured as a forgivable loan.

**SUGGESTED MOTION:**

I move to approve the Storefront Improvement application for 400 E Main St by NAPA Auto Parts for up to \$60,000 in matching funds to be structured as a forgivable loan.



## STOREFRONT IMPROVEMENT APPLICATION

### PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: Mandan Auto Parts

Address: 400 E. Main St.

Phone: 701-663-2886

Fax: \_\_\_\_\_

E-mail: napamandan@midco.net

**Applicant Name:**

(name of person/entity  
to receive grant)

Rud Corporation

**Property Owner:** Gerald Meidinger

**Property Address:** 400 E. Main St.

**Architect/Firm:**

(if applicable) \_\_\_\_\_

### Description of Property

**Current tenant(s):**

☒ Commercial

☐ Residential

# occupied: \_\_\_\_\_ # vacant: \_\_\_\_\_

**Building History (if available):** Napa Auto Parts store for last 30 years. Not sure prior to that time period.

**Total Cost of**

**façade renovation:** \$ \_\_\_\_\_

**Forgivable**

**Loan Amount of**

**Requested:** \$ \_\_\_\_\_

Is the façade renovation part of a larger project?

Yes ☐

No, the façade is the only work I am doing

☒

If yes, please describe comprehensive project.

**Summary of Existing Condition of Façade:** (please attach pictures – Attachment 1)  
Brick surface painted grey and blue.

**Summary of Proposed Scope of Work: (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)**

Grey brick covering the bottom three feet, we will have blue siding covering the top six feet with grey metal siding covering the center section. We will be installing new upgrade LED lighting with current Napa logo on the center section of the building with two Napa Bolt logo's on each side facing Main Street and 4th Ave.

**Historic Character: How will proposed project affect historic character? (if applicable)**

The original brick will be covered. However, the two buildings next to each other will have consistent siding giving the appearance of one building.

**How will your project complement downtown redevelopment efforts?**

It will upgrade the appearance of the building to match buildings already completed. Our contractor worked on the Old Ten Restaurant building, and we expect to have similar impact.

**For more information, call the Business Development Office at 701-667-3485.**

**Signature of applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of property owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(if different than applicant)

**Special Notices**

- 1) Properties are eligible only once to receive Storefront Improvement funds.
- 2) Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Any property receiving Storefront Improvement funds since Nov. 14, 2008, is subject to the requirement. Include an estimate for an automatic door at least for the main entrance if you do not have one.





## *STOREFRONT IMPROVEMENT APPLICATION*

# ATTACHMENT 1: PHOTOS

(current and historic, if available)



## ***STOREFRONT IMPROVEMENT APPLICATION***

# **ATTACHMENT 2: DRAWINGS PRE & POST**

*(Building elevations as improved,  
site and/or landscaping plans)*

## ***STOREFRONT & LANDSCAPE IMPROVEMENT APPLICATION***

# ATTACHMENT 3: BIDS & COST ESTIMATES

**Note:** Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. Applicants seeking to perform work themselves must 1) be licensed contractors that perform work for others, 2) must obtain quotes from two other licensed contractors, and 3) will be held to the lowest quote.

| Summary of Proposed Expenditures |         |                |
|----------------------------------|---------|----------------|
| Source of Estimate or Bid        | Purpose | Estimated Cost |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
|                                  |         |                |
| <b>Total</b>                     |         | \$             |

Existing Conditions



Proposed Signage



- Sign & Lighting Maintenance
- LED Sign Lighting
- Parking Lot Light Maintenance
- Sign Maintenance and Conversion
- Sign Construction & Engineering
- Sign Replacement & Erection
- Replacement Faces



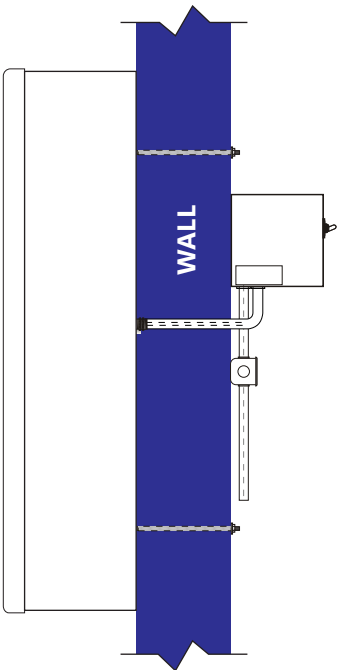
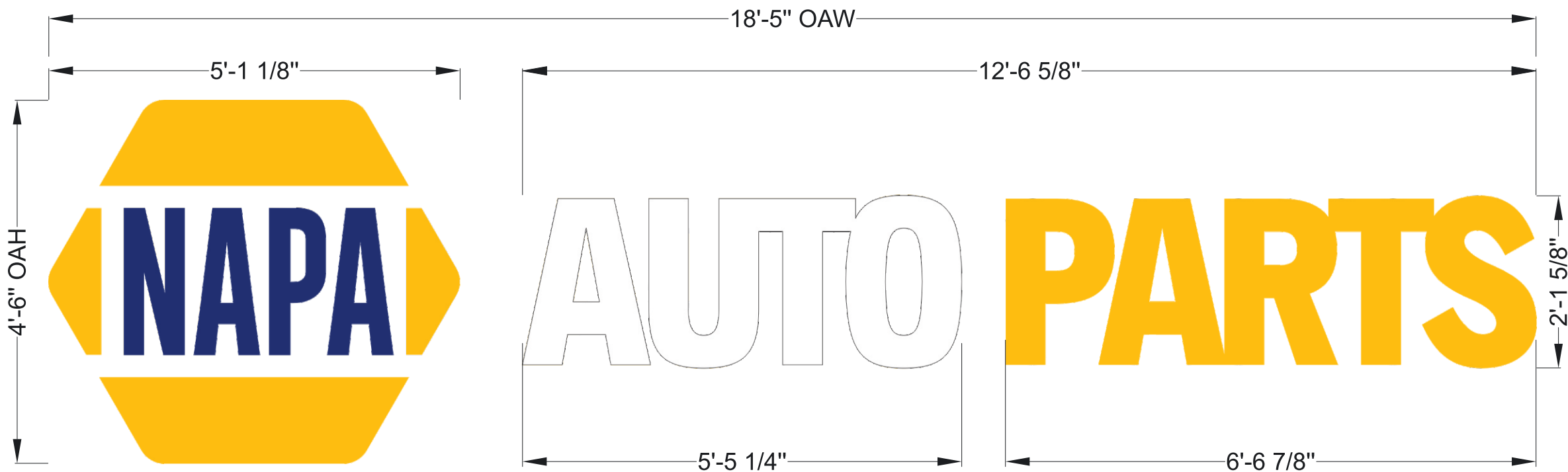
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|           |                           |
|-----------|---------------------------|
| CLIENT    | NAPA                      |
| LOCATION  | MANDAN, ND                |
| PURPOSE   | CONCEPTUAL - FOR APPROVAL |
| SALES REP |                           |
| FILE NAME |                           |
| DESIGNER  | JMH                       |
| DATE      | 04.01.25                  |
| APPROVAL  |                           |
| SCALE     |                           |
| PAGE #    |                           |
| NOTES     |                           |



Qty: 1 - LED Illuminated BOLT & Letterset  
Flush Mounted

82.9 SQ FT



WALL SECTION DETAIL  
NTS - For Reference Only



- Sign & Lighting Maintenance
- LED Sign Lighting
- Parking Lot Light Maintenance
- Sign Maintenance and Conversion
- Sign Construction & Engineering
- Sign Replacement & Erection
- Replacement Faces

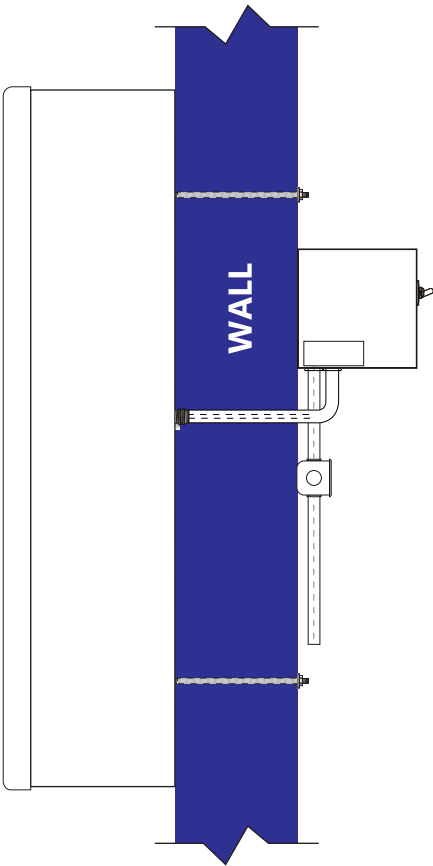


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|           |                           |
|-----------|---------------------------|
| CLIENT    | NAPA                      |
| LOCATION  | MANDAN, ND                |
| PURPOSE   | CONCEPTUAL - FOR APPROVAL |
| SALES REP |                           |
| FILE NAME |                           |
| DESIGNER  | JMH                       |
| DATE      | 04.01.25                  |
| APPROVAL  |                           |
| SCALE     |                           |
| PAGE #    |                           |
| NOTES     |                           |

Qty: 2 - LED Illuminated BOLT  
Flush Mounted

22.9 SQ FT



WALL SECTION DETAIL  
NTS - For Reference Only



- Sign & Lighting Maintenance
- LED Sign Lighting
- Parking Lot Light Maintenance
- Sign Maintenance and Conversion
- Sign Construction & Engineering
- Sign Replacement & Erection
- Replacement Faces



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|           |                           |
|-----------|---------------------------|
| CLIENT    | NAPA                      |
| LOCATION  | MANDAN, ND                |
| PURPOSE   | CONCEPTUAL - FOR APPROVAL |
| SALES REP |                           |
| FILE NAME |                           |
| DESIGNER  | JMH                       |
| DATE      | 04.01.25                  |
| APPROVAL  |                           |
| SCALE     |                           |
| PAGE #    |                           |
| NOTES     |                           |

KV Builders  
5414 County rd 139  
New Salem ND 58563

# QUOTE

Rud Corporation  
Mandan NAPA exterior remodel

Quote # 0000173

Quote Date - 04/08/2025

| Item   | Description   | Unit Price         | Quantity | Amount      |
|--|---|--------------------|----------|-------------|
|  | Materiel through WWL Washburn   | 28637.00           | 1.00     | 28,637.00   |
|  | Labor to demo/prep/install new exterior stone and tin along with all trim pieces. | 26000.00           | 1.00     | 26,000.00   |
|  | Equipment rental  | 2500.00            | 1.00     | 2,500.00    |
| <p><u>NOTES:</u> NOTE:Front door and installation NOT included in this bid.</p> <p>Any unexpected building practice or building integrity will be addressed and agreed upon as project proceeds.</p> <p>Any building permit will be paid for and obtained by Rud Corp.</p> |   |                    |          |             |
| - Additional charge for standing seam  |   | <b>Subtotal</b>    |          | 57,137.00   |
|  |   | <b>Total</b>       |          | 57,137.00   |
|  |   | <b>Amount Paid</b> |          | 0.00        |
|  |   | <b>Quote</b>       |          | \$57,137.00 |



PO Box 1105  
Washburn, ND 58577  
701-462-8355  
www.wagonwheel.lumber.com

Wagon Wheel Lumber & Hardware, Inc.  
1314 Sterling Drive  
Highway 83  
Washburn, ND 58577  
Contact us: 701-462-8355

# Quotation

**W286439**  
04/14/2025

Quote No  
Quote Date

**Invoice Address**  
KV Builders, LLC  
5414 County Rd 139  
New Salem, ND, 58563

**Delivery Address**  
KV Builders, LLC  
MANDAN NAPA REMODEL  
COMM STORE FRONT DOOR AS PER  
SPECS

Customer KV100  
Your Ref  
Delivery On 04/14/2025  
Taken By Newly Voigt (WWL)  
Sales Rep Newly Voigt



Page 1 of 1

| Special Instructions |                   | Notes   |             |           |     |             |
|----------------------|-------------------|---|-------------|-----------|-----|-------------|
|                      |                   |   |             |           |     |             |
| Line                 | Product Code      | Description   | Qty/Footage | Price     | Per | Total       |
| 1                    | zz_SODoors_112977 | FGP STOREFRONT ENTRANCE DBL DOOR 60X70  | 1 ea        | 10,425.56 | ea  | \$10,425.56 |
| 2                    |                   | INCLUDES MATERIAL AND INSTALL FOR A : 6'4"X7' ROUGH OPENING, OUTSWING DBL DOOR ALUM FINISH, 1/2 GLASS HP, EMB INSULATED PANELS LOWER, HINGES, CLOSER ADA PUSH/PULL, MS LOCK WITH THUMB TURN INTERIOR, KEYED EXTERIOR, THRESHOLD AND WEATHER SEALS |             |           |     |             |

|                 |             |
|-----------------|-------------|
| Total Amount    | \$10,425.56 |
| Sales Tax       | \$602.53    |
| Quotation Total | \$11,028.09 |

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Subject to our terms and conditions of sale. Further copies available on request.



121 EASTDALE DRIVE  
BISMARCK, ND 58501

|          |            |
|----------|------------|
| Date     | Estimate # |
| 5/7/2025 | 1696       |

|                |  |
|----------------|--|
| Name / Address |  |
| Cash.          |  |

Page 150 of 197

# BRAUN ELECTRIC

Braun Electric  
1620 4th Ave NW  
Minot, ND 58703  
701-837-4750

## Estimate

Page 1 of 1

Napa Auto Parts - Mandan  
400 E Main St  
Mandan, ND 58554

Invoice#: 9844  
Invoice Date: 4/17/2025  
Due Date: 5/17/2025  
Customer ID: 2367

Job: Exterior Lights, Signs & Conduit  
Job#: 9844

### Work Performed:

Front soffit lighting  
Conceal, abandon or re-route surface exterior conduits  
Wire new signs

| Item      | Description             | Qty  | Total       |
|-----------|-------------------------|------|-------------|
| L141      | Labor and Materials Bid | 1.00 |             |
| Labor :   |                         |      | 10,000.00   |
| Total Due |                         |      | \$10,000.00 |

Terms: Thank you for your business!!

Customer Copy



1491 Hwy 115 W  
Bunkie, Louisiana 71322  
Phone: [225-775-7400]  
Fax: [678-868-2047]  
Prepared by: [Katie Summers]

|              |           |
|--------------|-----------|
| DATE:        | 4/15/2025 |
| QUOTE #      | 114748537 |
| Customer ID  |           |
| Valid Until: | 5/15/2025 |

**Customer**  
Genuine Parts Company  
4920 Avalon Ridge Parkway  
Suite # 100  
Norcross, GA 30071

**Location**  
400 E Main St.  
Mandan, ND

| DESCRIPTION  | UNIT | AMOUNT       |
|--|------|--------------|
| MFG: (1) 4'6 NAPA Bolt w/ letterset LED illuminated direct mounted, with interior wireway  |      | 5,324.95     |
| MFG: (2) 4'6 NAPA bolt LED illuminated direct mounted  | 1952 | 3,904.00     |
| Front Elevation: (*ESTIMATE UNTIL SURVEY IS COMPLETED)<br>Remove Existing signage on front elevation. Properly seal all holes<br>Install (1) 4'6 NAPA Bolt w/ letterset LED illuminated direct mounted<br>Install (1) Interior wireway, if needed- TBD |      |              |
| LEFT SIDE ELEVATION:<br>Remove Existing Signage. Properly Seal All Holes<br>Install (1) 4'6 NAPA bolt LED illuminated direct mounted   |      |              |
| RIGHT SIDE ELEVATION:<br>Remove Existing Signage. Properly Seal All Holes<br>Install (1) 4'6 NAPA bolt LED illuminated direct mounted<br>Legally Dispose of Removed Signage off site<br>Total to Complete Removal & Install:                           |      | 6,003.65     |
| Survey:  |      | 425.00       |
| Permit(If Required): At Cost- ESTIMATE- ACTUAL COST TO BE CALCULATED ON FINAL INVOICE  |      | 250.00       |
| Acquisition Time: Extra- ESTIMATE- ACTUAL COST TO BE CALCULATED ON FINAL INVOICE   |      | 650.00       |
| Freight- (*HIGH BALLPARK ESTIMATE- TRUE COST TBD ONCE TRUCK IS LINED UP)   |      | 2,850.00     |
| Engineer Drawings, if required: Extra  | 495  |              |
| **Note: Sign Must be on Timer/Photo Cell, otherwise Product Warranty will be Void  |      |              |
| Subtotal   |      | \$ 19,407.60 |

- TERMS AND CONDITIONS**
1. Customer to pay all local and state sales tax
  2. Service Work is Not Included in Quote
  3. Engineer Drawings Are Not Included Quote
  4. Painting & Patching of Building Fascia are not Included in Quote
  5. Final Electrical Hook Up is Not Provided In Quote
  6. Quote is Subject to Change Depending Upon a Completed Survey
  7. Quote is Valid for 30 Days. Illumatech reserves the right to withdraw quote and to correct clerical or mathematical errors at any time.
  8. Quote is Subject to Change Pending City Approval

If you have any questions about this price quote, please contact  
Katie Summers  
225-775-7400  
[katie@illumatechsigns.com](mailto:katie@illumatechsigns.com)

Customer Approval \_\_\_\_\_ Date \_\_\_\_\_



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 14, 2025  
**SUBMITTING DEPARTMENT:** Engineering Department  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
Riley McAdoo-Roesler, Assistant City Engineer  
**SUBJECT:** Consider Engineering Service Agreement amendment for Downtown Phase 1, First Street Improvements

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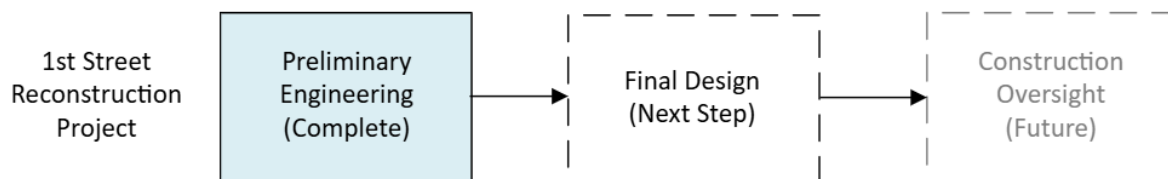
#### STATEMENT/PURPOSE:

To consider an amendment to the engineering service agreement with KLJ to include final design and bidding support.

#### BACKGROUND/ALTERNATIVES:

This project includes the reconstruction of the streets and utilities along and under 1st Street NW from 6th Ave NW to 4th Ave NW and 5th Ave NW and 4th Avenue NW between Main Street and 2nd Street NW. The City Commission approved a resolution determining insufficiency of protest at the May 6th regular meeting.

KLJ Engineering has submitted an amendment to provide final design and bidding services for the project. This is an expected and necessary amendment to complete the project and has been considered during the project and assessment estimate process.



#### ATTACHMENTS:

1. Amendment 1

**FISCAL IMPACT:**

The original contract amount, for preliminary design, was \$447,220. The final design amendment amount is \$676,000, bringing the total agreement amount to \$1,123,220.

This brings the total engineering fee to about 16% of the total project cost, which is appropriate for this stage of a North Dakota Department of Transportation project. We anticipate one more amendment to come this winter, adding construction oversight to the agreement.

**STAFF IMPACT:**

Significant effort working alongside KLJ to complete the design of the project.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

To approve the engineering service agreement amendment with KLJ for final design.

**SUGGESTED MOTION:**

I move to approve the amendment including final design services, as presented.

This is **EXHIBIT K1**, consisting of 2 pages, referred to in and part of **Amendment 1** to the Agreement between Owner and Engineer for Professional Services dated March 19, 2024.

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

**The Effective Date of this Amendment is: April 1, 2025.**

**Background Data**

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

Owner: City of Mandan

Engineer: KLJ Engineering LLC

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

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

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

**Description of Modifications:**

***Amendment 1 Scope:***

**Final Design Phase and Bidding Phase.** See Attached “**Exhibit A1 – Engineer’s Services**” for a complete description of Engineer’s Services.

***Amendment 1 Schedule:***

**Final Design Phase and Bidding Phase.** See Attached “**Exhibit A1 – Engineer’s Services**” for the approximate Phase 1 project schedule.

Agreement Summary:

|                                  |                        |                            |
|----------------------------------|------------------------|----------------------------|
| Original Agreement amount:       |                        |                            |
| Preliminary Design Phase         | \$ <u>447,220.00</u>   | NDDOT Audited Hourly Rates |
| Net change for prior Amendments: | \$ <u>0.00</u>         |                            |
| This Amendment amount:           |                        |                            |
| Final Design & Bidding Phase     | \$ <u>676,000.00</u>   | NDDOT Audited Hourly Rates |
| Adjusted Agreement amount:       | \$ <u>1,123,220.00</u> | NDDOT Audited Hourly Rates |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C1.

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

OWNER: City of Mandan

ENGINEER: KLJ Engineering LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Print \_\_\_\_\_  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print \_\_\_\_\_  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

This is **EXHIBIT A1**, consisting of 5 pages, referred to in and part of **Amendment 1** to the Agreement between Owner and Engineer for Professional Services dated March 19, 2024.

## **Engineer's Services**

### **Mandan Downtown Street Improvements Phase 1 – SID 236**

#### **Amendment 1**

**KLJ Project No.: 1904-02191-1**

---

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

#### ***Parties:***

Owner – City of Mandan (City)

Engineer – KLJ Engineering LLC (KLJ)

Geotechnical Engineer - TerraCon

Constructor - Synonymous with Contractor or Construction Manager – TBD

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

### **PART 1 – BASIC SERVICES**

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

A1.02 *Preliminary Design Phase – Previously Completed*

A1.03 *Final Design Phase*

A. See attached **Exhibit A1.1**.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the deliverables identified in **Exhibit A1.1**.

A1.04 *Bidding Phase*

A. See attached **Exhibit A1.1**.

B. Engineer's services under the Bidding Phase will be considered complete on the date when Engineer has delivered to Owner the deliverables identified in **Exhibit A1.1**.

A1.05 *Construction Phase – To be determined, following preceding phase(s)*

A1.06 *Post-Construction Phase – To be determined, following preceding phase(s)*



## PART 2 – ADDITIONAL SERVICES

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

- A. If authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
  2. Design services in addition to those defined under Basic Services including but not limited to: fencing, stormwater treatment or sediment removal systems, structural design including but not limited to retaining walls, updates to preliminary design street improvement district (SID) documents, or design of offsite improvements
  3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.
  4. Preparation or revision of construction documents or design changes after the final design phase or during construction.
  5. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  6. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  8. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
  9. Services resulting from Owner's request to modify previously approved deliverables or to evaluate additional solutions beyond those agreed to under Basic Services.

10. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
11. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
12. Services provided beyond the dates specified in the Owner's original schedule.
13. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner, Constructor, and other consultants in a format other than PDF, or paper copy.
14. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management, other than specified under Basic Services.
15. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.
16. Furnishing services of Consultants for other than Basic Services.
17. Providing data or services that were to be provided by the Owner.
18. Services attributable to more prime construction Constructors than specified in under Basic Services
19. Services to arrange for performance of construction services for Owner by constructors other than the principal prime Constructor, and administering Owner's contract for such services.
20. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
21. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof other than provided under Basic Services.
22. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items.
23. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
24. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.

25. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
26. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Constructor, and furnishing such Record Drawings to Owner (except as agreed to under Basic Services).
27. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources (other than provided under Basic Services).
28. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
29. Preparation of operation, maintenance, or staffing manuals.
30. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
31. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
32. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
33. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
34. Providing construction surveys and staking to enable Constructor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
35. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
36. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
37. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02    *Additional Services Not Requiring Owner's Authorization***

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

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Attending meetings requested by Owner or Constructor in addition to those specified under Basic Services.
4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

**EXHIBIT A1.1 - ENGINEER'S SERVICES**  
**MANDAN DOWNTOWN STREET IMPROVEMENTS – PHASE 1**  
**FINAL DESIGN & BIDDING ASSISTANCE**  
**MANDAN PROJECT NO. 2019-08 - SID 236 - PCN 24136**

## **OBJECTIVE**

The purpose of this **Exhibit A1.1** is to describe the scope of work and responsibilities required to complete the final design, utility coordination, temporary easements, and bidding assistance.

The following assumptions were made in preparing the scope of services:

- The final design project limits are as follows:
  - 1<sup>st</sup> Street NW: From 6<sup>th</sup> Avenue NW to 4<sup>th</sup> Avenue NW (including 4<sup>th</sup> & 5<sup>th</sup> Ave. intersections)
  - 5<sup>th</sup> Avenue NW: From 1<sup>st</sup> Street NW to 2<sup>nd</sup> Street NW
  - 4<sup>th</sup> Avenue NW: From Main Street to 2<sup>nd</sup> Street NW
- It is assumed the environmental document will be completed and approved by NDDOT in May 2025.
- Owner desires construction of Phase 1 to occur during the 2026 construction season.
- See **Exhibit A1.2** for the conceptual layout of the proposed improvements.

The Engineer will complete tasks associated with final plan development, right of way acquisition packets, and bidding assistance. As such, the Engineer's work plan will generally follow the below sequence.

- The Engineer will develop final plans utilizing AutoCAD Civil 3D format.
- The Engineer will develop right of way plats and easement packets to use when negotiating temporary construction easements. These packets will also be reviewed by NDDOT for approval prior to negotiations.
- The Engineer will develop utility relocation exhibits, tables, agreements, and special provisions.
- The Engineer will develop bid documentation on behalf of the Owner. This documentation will be placed upon the NDDOT website to obtain bids.

If, at any time during the performance of services described herein, the Owner determines that the SID will not be approved, the Owner may instruct the Engineer to suspend work in accordance with Paragraph 6.06 of the Agreement. If work is suspended, the Engineer will be available to assist the Owner as requested to evaluate alternatives, as an Additional Service, for the project moving forward.

## **PROJECT MANAGEMENT & COORDINATION**

### ***Project Management & Coordination***

Manage the project and provide overall coordination of the work completed by the planning and design team. This work will consist of managing work assignments, leading internal team meetings, client coordination, agency and other stakeholder coordination, subconsultant coordination, project budget and schedule.

### ***Progress Meetings (Every Week) (17 updates estimated)***

The Engineer will meet with the Owner every week until initial PS&E plan submittal and then up to three times after to review and discuss the work performed in the current period, upcoming activities in the next period, a summary of project decisions, schedule concerns, and potential Additional Services. After the meeting, the Engineer will then submit meeting minutes to the Owner. The meeting minutes will summarize the meeting and will include the Engineer's key project activities.

### ***NDDOT Status Reports (Every Two Weeks) (8 estimated)***

The Engineer will provide the NDDOT a status report every two weeks until final plan submittal to outline the work performed in the current period, upcoming activities in the next period, a summary of project decisions, and percent complete. The status report will also identify any milestone activity that is not completed or anticipated not to be completed on time. The report will include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

### ***Other Meetings***

Outside of routine coordination with Mandan Engineering staff, Engineer's project team will meet with representatives from the Owner and NDDOT or Local Businesses to discuss design issues and plan review. It is assumed that there will be a maximum of three (3) meetings, in addition to the regular status meetings.

### ***Project Schedule***

The schedule shown assumes agency review times of two weeks or less. The schedule will be reviewed and adjusted as necessary to incorporate changes in the work concept and progress to date.

| <b>Final Design Milestone Schedule</b>                          |             |                                      |
|---|-------------|--------------------------------------|
| <b>Milestone</b>  | <b>Date</b> | <b>Deliverables/Activities</b>       |
| Final Design & Bidding Engineering Amendment for Phase I Signed | 5/20/2025   | Agreement Scope/Fee                  |
| Draft Documented CATEX (DCE)                                    | 5/27/2025   | Draft DCE                            |
| Receive DCE Comments  | 5/30/2025   | Receive Comments from City and NDDOT |
| Final DCE   | 6/13/2025   | Final DCE                            |
| PS&E Plans Submitted  | 8/8/25      | PS&E Plans to NDDOT                  |
| PS&E Meeting  | 8/22/2025   | PS&E                                 |
| Phase I Plans Complete  | 9/5/2025    | Final Plan Set ready for bid         |
| Phase I Bid Opening   | 11/14/2025  | Bid Opening                          |

## **FINAL DESIGN**

- A. After acceptance by Owner of the Preliminary Design Phase documents and any other deliverables and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, the Engineer will provide:

## B. Design and Plan Preparation

1. Section 1: Title Sheet
2. Section 2: Table of Contents
3. Section 4: Scope of Work
4. Section 6: Plan Notes
5. Section 8: Estimate of Quantities
  - a. The estimate of quantities will be developed by providing up to eight (8) different funding sources that will have quantities separated. It is assumed that the different funding sources may include the NDDOT Urban Grant Program (UPG), ND Department of Water Resources (DWR), Prairie Dog Funds, SID – Storm, SID – Roadway, City Wide Property Tax, Sales Tax Fund, and the Utility Fund.
6. Section 10: Basis of Estimate
7. Section 11: Earthwork
  - a. The Engineer will determine the approximate quantities of cut and fill. The Engineer will not develop mass haul diagrams.
8. Section 20: General Details
  - a. Details will include ADA ramps, municipal utilities, erosion control, pipe bedding, and concrete joints.
9. Section 30: Typical Sections
  - a. Typical sections will be designed in accordance with the Preliminary Engineering Report approved by the City Commission on 2/18/25.
10. Section 40: Removals
11. Section 50: Storm Water

Evaluate the proposed storm drainage system for 1st Street NW from 6th Avenue NW to 4th Avenue NW (including intersections), 5th Avenue from 1st Street NW to 2nd Street NW, and 4th Avenue NW from Main Street to 2nd Street NW and prepare a final storm water report documenting the design calculations for the project. A draft report will be submitted for review which will include design calculations and preliminary layouts. After comments are received and the drainage system is approved, a final report will be submitted based on the final storm water system design. Refer to **Exhibit A1.2** for proposed storm water system improvements.

- a. The storm sewer system capacity is limited by the existing downstream trunk lines located outside the project limits and storm sewer trunk lines within the project limits will be protected and reused if in good condition, replaced to meet the City of Mandan's minimum pipe size requirements, or replaced with a similar size pipe as existing so as to not increase downstream flows..
- b. It is assumed that no stormwater detention or water quality treatment will be necessary to mitigate the increase in impervious area. It is assumed that the capacity of the existing downstream receiving waters was previously analyzed in the regional stormwater plans to handle developed conditions runoff from the proposed improvements.
- c. The existing storm sewer trunklines within the project corridor consist primarily of reinforced concrete pipe (RCP). However, approximately 255 LF of storm sewer trunkline is clay tile pipe. The existing clay tile pipe will be replaced. Due to the remaining life span and good condition of the existing RCP storm trunk lines, it is assumed that replacement is not warranted.
- d. Replacement of existing storm manholes is not anticipated. However, the existing storm manhole in 4th Avenue NW located south of the 1st St NW intersection is not accessible so the condition could not be verified. This manhole should be made accessible or televised so the condition can be reviewed. One new manhole should be installed to replace the existing 4th Avenue NW inlet located south of the alley adjacent to the Rice Bowl restaurant. The existing inlet at this location will be located behind the new proposed curb, so a manhole will be required to replace the existing inlet and the inlet at the center of the alley to the north.
- e. Proposed storm sewer improvements will include modifications to the inlets and lateral pipes to accommodate changes in the road design and intersection bulb-outs. Existing round catch basin grates within valley gutters will be replaced with rectangular valley gutter grates to improve efficiency, and all new combination curb inlets will be standard City of Mandan Type-36 Inch inlets. Existing 12" lateral pipes to the new valley gutter grates will be replaced with 15" pipes. All other existing 12" inlet laterals will be replaced with 15" pipes in compliance with current City of Mandan standards.
- f. There are two known conflicts between the existing storm sewer trunk line and the existing sanitary sewer across 1st St NW. The first is located between 6th Avenue NW and 5th Avenue NW. The existing sanitary sewer line passes through an existing storm sewer manhole at this location. This crossing was improved during the 1998 project and appears to remain in good condition. Options to eliminate this conflict are limited and it is assumed that this should remain unchanged. A second potential storm/sanitary sewer conflict location is identified between 5th Avenue NW and 4th Avenue NW in the 1998 improvement plan record drawings. This potential conflict does not occur within a manhole so the condition could not be observed. To determine the exact level of impact, this storm sewer trunkline should be televised so the level of conflict can be



reviewed. If the Owner is not able to televise the Engineer will make an assumption that may result in a construction change order and additional costs.

- g. It is assumed that proposed storm sewer improvements will consist of reinforced concrete inlets, manholes, and proposed storm sewer pipe.
- h. Scope does not include post-construction or as-constructed stormwater analysis or certification.
- i. Design criteria outlined in the Preliminary Storm Sewer Evaluation Memorandum to the City of Mandan dated 2/14/2025 will be followed.

## 12. Section 57: Watermain Plan and Profile

- a. The existing 4" and 6" cast iron pipes are undersized, and all cast iron pipes have exceeded their expected life span and will be replaced. To eliminate unnecessary gate valves, provide uniformity of all watermains within the project corridor, and allow the existing system to remain in service while new watermain is installed, all PVC watermain installed in 1998 will be replaced (refer to **Exhibit A1.2**). The following new watermain is expected to be installed:
  - 1) Replace the existing 12" cast iron watermain along 1st Street NW and the sections through the intersections at 5th Avenue NW and 4th Avenue NW, which were replaced with 12" PVC in 1998 with 12" PVC. It is assumed that the 12" watermain in 1st Street NW has adequate capacity and does not need to be upsized.
  - 2) Replace the existing 4" cast iron watermain along 5th Street NW and an approximately 80' section of 8" PVC installed across 1st Street NW in 1998 with 8" PVC.
  - 3) Replace the existing 6" cast iron watermain along 4th Avenue NW from Main Street to the south side of 1st Street NW along with the 8" section of PVC watermain that was installed at the intersection of 4<sup>th</sup> Avenue NW and 1<sup>st</sup> Street NW in 1998 with 8" PVC.
  - 4) Replace the existing 4" cast iron watermain along 4<sup>th</sup> Avenue NW from north side of 1st Street NW to 2nd Street NW along with the 8" section of PVC watermain which was installed at the intersection of 4<sup>th</sup> Avenue NW and 1st Street NW in 1998 with 8" PVC.
  - 5) Existing fire hydrants within the project limits will be replaced in their approximate existing locations. It is assumed that the existing hydrants provide sufficient coverage and that no additional hydrants will be required. The existing valve boxes will be removed and the existing watermain will be abandoned in place upon activation of the new system. The Engineer will work with the Owner to determine the procedure required of the Constructor to abandon the existing system.
  - 6) The design will include replacement of service lines and curb stops within the right-of-way. Residential service lines will be 1.5". Commercial property services will be provided a 6" fire suppression service terminated with a gate valve 5' from the property line. For buildings that currently have a fire suppression service, the

existing line will be reconnected on the exterior of the building with landowner coordination and approval. Domestic services to commercial buildings will be tapped off the new fire suppression service unless an alternate location is requested. For buildings currently without fire suppression systems, the new service will be capped within the right-of-way and 5' from the property line. Additional fire suppression services with domestic service lines will be provided to the two currently undeveloped lots located south of the Rice Bowl Chinese Restaurant and the north side of the Elks Building parking lot. The intent of these additional services is to allow these properties to be developed in the future without disturbing the new roadway pavements.

- 7) The Owner will provide water service tie-in-cards for commercial buildings to the Engineer for the Engineer's use in designing the water service location. If tie-in-cards aren't available, the Engineer will contact the landowners and survey the water service locations as an Additional Service.
- 8) Watermains and services will be designed in accordance with City of Mandan Construction Contract Specifications and conform to the requirements of the NDDEQ.
- 9) Hydraulic modeling or other detailed analysis of the water distribution systems is not included and would be provided as Additional Services if requested by the Owner. The Owner is responsible for determining if the City water system has enough capacity to support fire suppression measures for each building and will recommend increased water main and service sizes to the Engineer.

### 13. Section 57: Sanitary Sewer Plan and Profile

- a. The existing sanitary sewer trunklines within the project are 12" VCP, except for a small stretch that is 8" PVC.
- b. Proposed sanitary sewer shown on the Proposed Utility Improvements Map **Exhibit A1.2** will be replaced as part of the Mandan Downtown SID236 project. Replacement will be limited segments within existing right-of-way.
  - 1) The Engineer will work with the Owner to determine the preferred options for connecting to the existing pipes.
  - 2) The Constructor will be responsible for providing a plan to by-pass the replacement portion during construction.
- c. The Engineer recommends that segments outside of the street right of way be replaced by the Owner as part of a separate, and simultaneously constructed, project. This will help ensure that any future sanitary replacement does not affect the newly constructed roadways.
- d. On 4th Avenue NW between Main Street and 1st Street NW, there are two existing sanitary manholes adjacent to each other as indicated on **Exhibit A1.2**.

- 1) The west manhole is in good condition and will not be replaced. The inflow sanitary sewer pipe from the west of this manhole is 18" vitrified clay pipe (VCP) and the outflow pipe to the south is 24" VCP. These two pipes will be replaced with PVC with diameters to match the existing.
- 2) The east manhole is a brick-made manhole that was recently relined. In the past, this manhole served as a connection between a service line to the Elks building and a sanitary pipe that ran south to Main Street. It now serves as a pass-through point for flows from the manhole just to the west of it. This manhole will be removed to reduce clutter where many other underground utilities such as gas, electric, and telephone exist.

#### 14. Section 60: Roadway Plan and Profile

- a. The roadway design will be generally based upon the alignment and typical sections developed in the preliminary design phase (approved by the City Commission on 2/18/25 and 5/6/25) and include design and plan and profile development per City of Mandan and the NDDOT standards and specifications. Refer to **Exhibit A1.2** for the proposed roadway improvements.

#### 15. Section 76 & 77: Sediment and Erosion Control

- a. Develop temporary sediment and erosion control plans.
- b. Develop permanent sediment and erosion control plans.
  - 1) Prepare erosion control plans in accordance with City and NDDOT requirements.
  - 2) Engineer's plans will identify areas to be seeded.

#### 16. Section 81: Survey Data Layouts

#### 17. Section 85: Landscaping Layouts

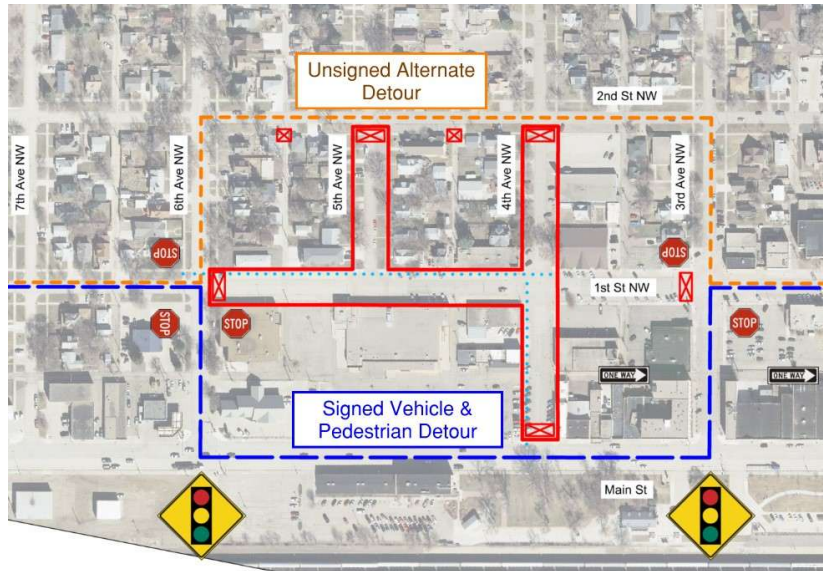
- a. Engineer will prepare detailed planting plans within the project right of way corridor (median and boulevard areas). Planting plans to include street tree locations, planting details, and notes for installation, warranty, and process of plant establishment period. Tree selections will be based upon current City Forestry approved species listed in the latest version of the "Street Tree Guide". During plan development, KLJ will facilitate a meeting with the City Forester to determine scope of desired planting levels to be included in the plans.
- b. It is assumed that an irrigation system will not be necessary on this project.

#### 18. Section 90: Paving Layouts

- a. Layout pavement and jointing for the project corridor in accordance with **Exhibit A1.2**.

## 19. Section 100: Work Zone Traffic Control

- a. This activity includes completing the traffic control layouts with the assumption that 1<sup>st</sup> Street NW will be closed to vehicular traffic from 6<sup>th</sup> Avenue NW to 3<sup>rd</sup> Avenue NW in various phases throughout the project construction. (see image below)



- b. Pedestrian access to businesses will remain open during construction through phased construction.

## 20. Section 110 Signing & Pavement Marking

## 21. Section 140: Lighting

- a. Engineer will calculate the optimized pole spacing according to AASHTO illumination and uniformity requirements. The approach will be to provide a continuation of the existing street lighting along 1<sup>st</sup> Street NW utilizing the City of Mandan's preferred luminaires. The areas that will be illuminated include the roadway, intersections, and pedestrian walkways. Design will attempt to minimize lighting pollution outside of the subject lighting area. The design will be summarized in a Final Design Lighting Memo to be submitted to the Owner for review and consideration. The lighting analysis will include analysis of existing lighting fixtures, placement configurations of new or relocated fixtures, fixture wattages and light distribution types to maximize lighting efficiency. The lighting analysis will be completed for a LED lighting system and based off the following assumptions:

- 1) The project will utilize the same "Acorn" light standard, as described below, included in the Mandan Main Street project: Luminaire = PEMCCO Sentinel Glass with Opti-FLUX LED Luminaire (64W, 4K, Type III distribution, 12' height)

- b. The lighting plans will include completed electrical design ready for bidding and construction. Electrical design will meet NEC 2023 requirements, and include utility coordination, panel location, panel layout, overcurrent protection, lighting control, wire sizing, grounding, and conduit routing as well as determining voltage drop and conduit fill requirements as required to design the lighting system.
- c. The plan sheets will be developed according to the City of Mandan Engineering Department and NDDOT standards. Design will include the location of the poles, conduit, pull boxes, and meter pedestals. Details will be provided on the point of service, lighting control, electrical one-line, pole foundations, poles, and luminaires. Engineer will coordinate with the local electrical service provider to ensure power can be delivered to the proposed feed point locations.

## 22. Section 200: Cross Sections

### C. Roadway Modeling

- a. Pedestrian Facilities
  - 1) The roadway models will include details for the pedestrian facilities as developed in the preliminary design phase (refer to **Exhibit A1.2**), including sidewalks and pedestrian ramps. The pedestrian ramps will include elevation and slope data to ensure ADA and PROWAG compliance.
- b. Roadway
  - 1) The roadway models will include the pavement section as determined by the pavement design recommendation for individual corridors. The roadway models will include tapers, transitions, curb returns, and other geometric changes to the corridor section. Any geometric information not included within the roadway models, such as curb height transitions, curb flow line modifications at inlets, and other unique or special details that cannot be accurately or visually represented in the roadway model will be covered through plan notes, detail sheets, or standard drawings.

### D. Permitting (Not Included)

- 1. Design Permits
  - a. NDDOT Right-of-Way Drainage Permit – SFN 50909 (*Not Included*)
- 2. Construction Permits (*Not Included*)
- 3. United States Army Corps of Engineer's Permits (*Not Included*)

### E. Specifications

- 1. Technical specifications will refer to the latest edition of the NDDOT Standard Specifications for Road and Bridge Construction. Incorporation of the latest edition of City of Mandan specifications with plan notes/special provisions as necessary for items not covered by the NDDOT Standard Specifications.

F. Engineer's Opinion of Probable Construction Cost

1. Provide one (1) Opinion of Probable Construction Cost the PS&E submittal, and one (1) updated Opinion of Probable Construction Cost with the final (100%) Construction Documents.
2. The estimate of quantities will be developed by providing up to eight (8) different funding sources that will have quantities separated. It is assumed that the different funding sources may include the NDDOT Urban Grant Program (UPG), ND Department of Water Resources (DWR), Prairie Dog Funds, SID – Storm, SID – Roadway, City Wide Property Tax, Sales Tax Fund, and the Utility Fund.
3. Opinions of construction cost will only be for the materials covered by the Engineer's design.
4. Revisions to the engineer's opinion of construction cost in excess of the amounts stated herein will be completed as an Additional Service.

## ENVIRONMENTAL DOCUMENT

A. Draft Documented CATEX – Preparation, Distribution, Review

1. Prepare and distribute the Draft Documented CATEX for review to Owner and NDDOT. Engineer will also update the wetlands report, Threatened and Endangered IPaC report, NDDOT Wildlife Report based on IPaC, and the DCE checklist to reflect the updated standards. Engineer will submit an electronic version in PDF format to Owner and NDDOT Local Government Division. The document will be a compilation and summary of the work completed in the preliminary engineering phase. Reports from the project meetings, environmental documentation, survey, roadway design, traffic operations, hydraulics and structure selection, pavement design, lighting design, and pedestrian/bicycle facilities and cost estimation will be referenced in the document.

B. Revisions to the Draft Documented CATEX

1. Compile a summary of all comments to the Draft Documented CATEX. Each comment will be individually addressed. Any revisions resulting from the comment will be summarized.

C. Prepare & Submit Final Documented CATEX

1. Input and comments from review of the draft will be incorporated into the Final Documented CATEX. Engineer will submit one original hard copy of the Documented CATEX to Owner. Engineer will submit an electronic version of the Final Documented CATEX in PDF format to Owner and NDDOT Local Government Division.

D. Engineer's Services do not include pre-emptive tree removals for endangered species, environmental clearance for borrow/waste sites, or any other environmental or cultural services not listed above.

## UTILITY COORDINATION

- A. Engineer will develop utility encounter plans to include a list of conflict locations, utility companies, and contacts along with plan sheets documenting the location of the conflicts. Engineer will work with the utility companies to develop a schedule for the adjustment and or relocation of their facilities and document that schedule in the special provision for the Constructor's use in preparing a construction bid and schedule. A total of eight (8) utility coordination meetings are included for the private utility companies excluding Montana-Dakota Utilities (MDU). Each utility coordination meeting will review conflicts and discuss relocation and/or plans for adjusting the utility. It is assumed that there are no utilities that will conduct potholing, excluding MDU. Engineer will work with MDU to identify locations for potholing to determine the actual elevations of the utility. The cost of potholing utilities is not included in the scope of work.
- B. Engineer will coordinate with MDU through meetings and exhibits to avoid having MDU relocate or reconstruct their new utility installations. However, based on previous discussions with MDU this scope assumes that MDU will require that their utility be replaced, relocated, or adjusted. A total of four (4) utility coordination meetings with MDU are included. Engineer will coordinate with MDU to provide design information such that their facilities can remain in-place or be relocated without conflict for construction of the proposed roadway improvements. If relocated prior to final plans, Engineer will survey the new facility for accurate as-built information to be included in the design plans.
- C. Engineer's Services do not include survey/measurement of overhead powerlines, potholing utilities, assistance in relocation of utility services, or any other services not listed above.

## TEMPORARY EASEMENT ACQUISITION AND COORDINATION

- A. Tract Ownership Report
  - 1. Perform research through Morton County GIS, online resources, and personal investigation at the Morton County Courthouse. The research includes verifying and printing of the last deed of record to determine ownership for approximately 30 parcels within the identified project area. Copies of all documents will be delivered to the Owner as part of the report.
  - 2. The objective is to obtain the last deed of record only, which may not reflect a full ownership record for each parcel. The reports provided by the Engineer should not be considered as a form of title insurance or proof of title. They are not a title commitment, an opinion of title, nor an abstract of title. There is no insurance, assurance or guarantee afforded by this report to anyone as to the condition of title or marketability of title.
- B. Landowner Coordination and Negotiations
  - 1. Coordinate with landowners to acquire temporary construction easements (TCEs) for an estimated 20 parcels.



2. Coordination will include an initial meeting with the majority landowner and then, if applicable, prepare plat, negotiate documents, and begin negotiations with the landowner to obtain TCEs for the corridor at the agreed upon location.
  3. Conduct negotiations for Temporary Construction Easement Parcels held by other landowners. It is assumed that up to two (2) in-person meetings will be required per parcel.
  4. Coordination with landowners for potential acquisition of permanent ROW is assumed not necessary and is not included in the scope of work but can be completed as an Additional Service.
- C. Temporary Easement Exhibits
1. Prepare easement exhibits for the temporary acquisition parcels. Engineer will utilize standard City of Mandan temporary easement documents for acquisition of temporary construction easements.
- D. Market Analysis
1. Engineer will complete a market analysis to evaluate raw land values of parcels that require a temporary construction easement and will record recent sale values of similar properties to determine the acquisition cost of the parcel. Engineer will prepare Waiver Valuations off the market analysis.
- E. Appraisals *(Not Included)*
1. It is assumed that TCE parcels will not exceed \$15,000 and that Market Analysis by the Engineer will be sufficient. If an appraisal is required, it can be completed as an Additional Service and may delay the Project.
- F. Assemble and Submit Easement Packets
1. Engineer will assemble complete packages of forms and temporary easements for each parcel and submit to the Owner.

## BIDDING PHASE

- A. After acceptance by Owner of the construction documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Engineer will:
1. Provide NDDOT checklists, plans, special provisions, engineer's opinion of probable construction costs, temporary easement documents, and utility certifications to the NDDOT for bidding.
  2. The NDDOT will receive and process requests for bidding documents.
  3. Issue up to two (2) addendum as appropriate to clarify, correct, or change the bidding documents.



4. Provide information or assistance needed by the Owner or Bidder in the course of bidding the components of project included in the Engineer's design.
5. If bidding documents require, the Engineer will evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Bidding services will be provided for the project to be awarded to one (1) Constructor.
7. Attend one (1) City Commission meeting to present the bid results.
8. Any services provided by Engineer to re-bid or value engineer that project to meet with Owner's budget will be considered Additional Services.

## DELIVERABLES PROVIDED BY ENGINEER

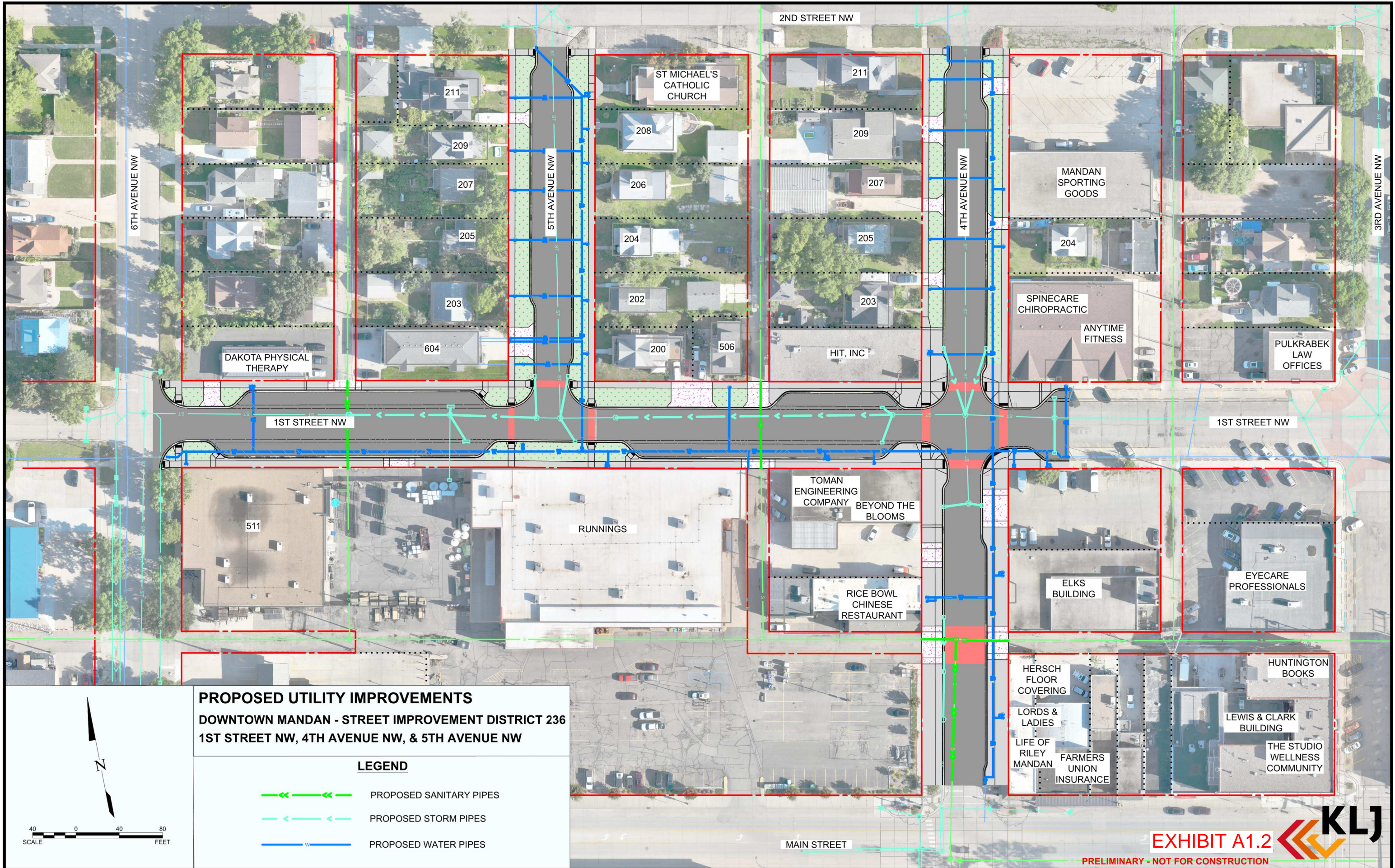
- NDDOT Status reports.
- Agendas and minutes for project meetings.
- PS&E design plans for project components
- Final Construction Plans
- Special provisions and plan notes
- Engineer's Opinion of Probable Construction Cost at PS&E and Final submittals.
- Temporary Construction Easements
- Stormwater report
- Utility Encounter Plans
- Electronic version of plan drawings and base files in Civil 3D format
- Supplemental .dwg or .xml alignment, profile, layout, or proposed finished surface model base files and electronic data releases for Constructors

## OTHER ITEMS TO BE NOTED

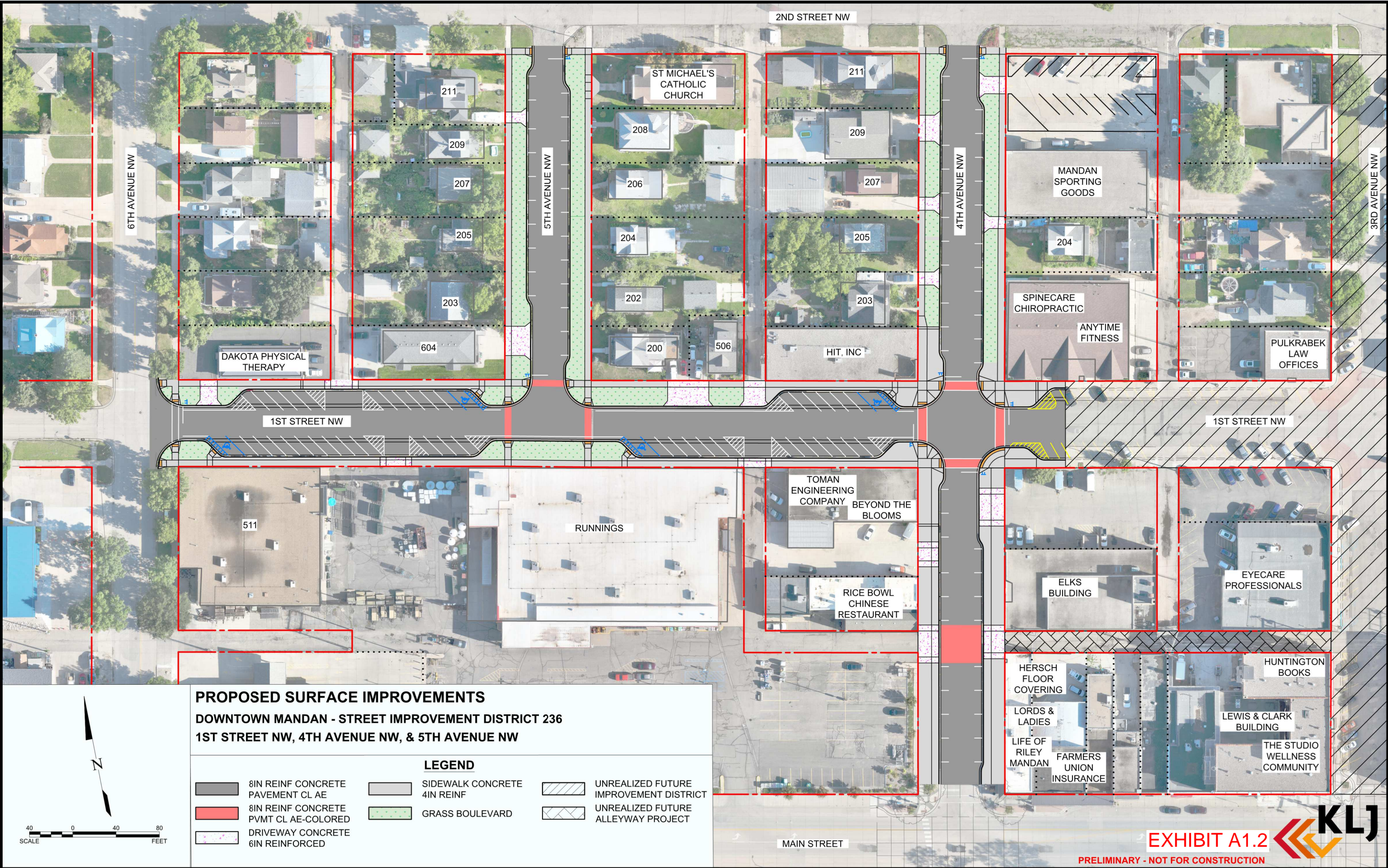
- A. Engineer's fee does not include submittal, review, recording, permit, system development, or other fees. These fees are to be paid by Owner.
- B. Engineer assumes that no major revisions will be made to the general layout after the Owner acceptance of the Preliminary Design documents.
- C. Engineer will provide copies of drawings, reports, specifications and other necessary information to the Owner, Constructor(s), or other parties in PDF or paper copy format.
- D. The number of prime construction contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).
- E. The Engineer's services under the Final Design Phase will be considered complete on the date when the above deliverables have been delivered to the Owner and NDDOT for bidding.

- F. The Engineer's Services does not include updating any Street Improvement District assessments or mailings or coordination with landowners about assessment values.
- G. Prepare conformed Construction Contract Documents which incorporate and integrate the content of all Addenda.
- H. The Engineer's Services under the Bidding Phase will be considered complete upon award of contract.
- I. Post-Bidding/Construction Phase services are not included but will be added as a separate agreement Amendment.













## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 13, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the proposal to remove and replace the sewage lift pumps at the Law Enforcement Center.

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

Consider approval of the proposal to remove and replace the sewage lift pumps at the Law Enforcement Center. The Law Enforcement Center Committee recommended using \$15,040.00 from the LEC Building Fund to replace sewage pumps at the Law Enforcement Center that have been in place since 1986.

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

There is an ongoing sewage smell in the Law Enforcement Center. The Law Enforcement Center Committee met and approved having the work done to remove and replace the sewage lift pumps. Attached is the proposal from Dirks Plumbing and Heating.

#### **ATTACHMENTS:**

1. Dirk Plumbing & Heating Proposal

#### **FISCAL IMPACT:**

The cost of the project is \$15,040.00. The current fund balance is \$134,429.75; This does not include the \$50,000.00 contribution for 2025.

#### **STAFF IMPACT:**

N/A

#### **LEGAL REVIEW:**

N/S

**RECOMMENDATION:**

I recommend approving the use of \$15,040.00 from the LEC Building Fund for the removal and replacement of the sewage lift pumps at the Law Enforcement Center.

**SUGGESTED MOTION:**

I move to approve using \$15,040.00 from the LEC Building Fund to remove and replace the sewage lift pumps at the Law Enforcement Center.

## PROPOSAL

Dirk Plumbing and Heating, Inc  
2101 3<sup>rd</sup> St SE  
PO Box 127  
Mandan, ND 58554  
Phone: (701) 663-3671 Fax: (701) 663-3556

Proposal Submitted to:  
Morton County Courthouse  
Attn: Jake

Date: May 12, 2025

Project Site:  
Law Enforcement

We propose to furnish material and labor-complete in accordance with specifications below for the sums listed below

Terms: Payment to be made as work progresses

Project Scope:

Remove and replace sewage lift pumps  
-Includes 2 pumps, floats, controller, and labor  
-Includes electrical

**Total: \$15,040.00**

Accepted by \_\_\_\_\_  
(Authorized person)

Date: \_\_\_\_\_

If above terms are not met, a late charge of 1 ½ % per month will be added to the unpaid balance.

Propose may be withdrawn by us if not accepted within 30 days.

We thank you for the opportunity to propose this work.

Jason Dirk, owner, Master ND 8804  
Dirk Plumbing and Heating, Inc

Current fund balance

\$134,429.75

does not include \$50k contribution  
for 2025



## City Commission

### Agenda Documentation

**MEETING DATE:** May 20, 2025  
**PREPARATION DATE:** May 12, 2025  
**SUBMITTING DEPARTMENT:** Finance  
**DEPARTMENT DIRECTOR:** Greg Welch  
**PRESENTER:** Greg Welch, Finance Director  
**SUBJECT:** Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project)

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

To approve the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project).

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

On November 5, 2024, the City Commission approved a Resolution authorizing the filing of an application with the North Dakota Department of Environmental Quality for loans under the Clean Water Act and the Safe Drinking Water Act for the Memorial Highway Improvements Project.

On March 25, 2025, the North Dakota Industrial Commission approved a \$6,909,000 loan and a \$12,478,000 loan requested by the City of Mandan.

#### **ATTACHMENTS:**

1. Project Budget Sheet
2. North Dakota Public Finance Authority
3. Financing Resolution

#### **FISCAL IMPACT:**

Project cost (City share) = \$31,004,000

Project funding (City share):

- Drinking Water State Revolving Fund Loan = \$6,909,000
- Clean Water State Revolving Fund Loan = \$12,478,000
- State Water Commission = \$8,617,000



- American Rescue Plan Act = \$3,000,000
- Total = \$31,004,000

The interest rate on the 20-year loans is 1.5% plus a 0.5% administration fee with the final maturity date on September 1, 2048. The loans will be repaid by special assessments. The City is only obligated for the loan draw requests.

**STAFF IMPACT:**

No additional staff impacts are anticipated.

**LEGAL REVIEW:**

Arntson Stewart Wegner PC (Bond Counsel) prepared the Financing Resolution.

**RECOMMENDATION:**

To approve the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project).

**SUGGESTED MOTION:**

I move to approve the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project).

## BUDGET SHEET

(Round to the nearest thousand)

| COST CLASSIFICATION                     | CWSRF         | DWSRF        | IRFL | SWC          | ARPA         | TOTAL         |
|---|---------------|--------------|------|--------------|--------------|---------------|
| 1. Administrative expenses              |               |              |      |              |              | \$ 0          |
| 2. Land, structures, rights-of-way      |               |              |      |              |              | \$ 0          |
| 3. Engineering basic fees               | \$ 1,583,000  | \$ 804,000   |      | \$ 778,000   |              | \$ 3,165,000  |
| 4. Other engineering fees               |               |              |      |              |              | \$ 0          |
| 5. Project inspection fees              |               |              |      |              |              | \$ 0          |
| 6. Land development                     |               |              |      |              |              | \$ 0          |
| 7. Relocation expenses                  |               |              |      |              |              | \$ 0          |
| 8. Construction and project improvement | \$ 10,202,000 | \$ 5,630,000 |      | \$ 7,126,000 | \$ 3,000,000 | \$ 25,958,000 |
| 9. Equipment                            |               |              |      |              |              | \$ 0          |
| 10. Capitalized interest                |               |              |      |              |              | \$ 0          |
| 11.                                     |               |              |      |              |              | \$ 0          |
| 12.                                     |               |              |      |              |              | \$ 0          |
| 13. <b>SUBTOTAL</b>                     | \$ 11,785,000 | \$ 6,434,000 | \$ 0 | \$ 7,904,000 | \$ 3,000,000 | \$ 29,123,000 |
| 14. Contingencies                       | \$ 693,000    | \$ 475,000   |      | \$ 713,000   |              | \$ 1,881,000  |
| 15. <b>TOTAL</b>                        | \$ 12,478,000 | \$ 6,909,000 | \$ 0 | \$ 8,617,000 | \$ 3,000,000 | \$ 31,004,000 |
|   |               |              |      |              |              |               |
| 16. CWSRF Funds .....                   | \$ 12,478,000 |              |      |              |              |               |
| 17. DWSRF Funds .....                   |               | \$ 6,909,000 |      |              |              |               |
| 18. IRFL .....                          |               |              | \$ 0 |              |              |               |
| 19. Local .....                         |               |              |      | \$ 8,617,000 |              |               |
| 20. OTHER (Specify) .....               |               |              |      |              | \$ 3,000,000 |               |
| 21. <b>TOTAL ALL FUNDS</b> .....        |               |              |      |              |              | \$ 31,004,000 |

Industrial Commission  
of North Dakota

Kelly Armstrong  
GOVERNOR

W. H. Wrigley  
ATTORNEY GENERAL

Doug Goehring  
AGRICULTURE COMMISSIONER

NORTH  
**Dakota** | Public Finance Authority  
Be Legendary.

March 25, 2025

City of Mandan  
Greg Welch, Finance Director  
[gwelch@cityofmandan.com](mailto:gwelch@cityofmandan.com)

Dear Greg Welch,

On March 25, 2025 the North Dakota Industrial Commission approved a \$6,909,000 loan requested by the City of Mandan. The loan will be made under the Public Finance Authority's Drinking Water State Revolving Fund Program. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application and related attachments for consideration by the PFA and its' advisors, as applicable.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents. Once the form of the documents has been approved, you will receive a letter from the Department of Environmental Quality concerning the submissions of payment requests for draws against the approved loan amount.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C. 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding.** This requirement is set out in the form of the loan agreement.

Please feel free to call your bond counsel or us if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts  
Business Manager

cc: Scott Wegner, Arntson Stewart Wegner PC ([swegner@aswbondlaw.com](mailto:swegner@aswbondlaw.com))  
Jarek Wingness, City Engineer ([jarek.wingness@cityofmandan.com](mailto:jarek.wingness@cityofmandan.com))

| Drinking Water Loan Info -- Preliminary |                    |
|---|--------------------|
| Loan #                                  | 235                |
| Loan                                    | Mandan             |
| Interest Rate                           | 1.50%              |
| Administration Fee                      | 0.50%              |
| Original Amount                         | 6,909,000.00       |
| Amount                                  | 6,909,000.00       |
| Unfunded Amount                         | 0.00               |
| Issuance Denomination                   | 5,000.00           |
| Credit Rating                           | NR                 |
| Security Type                           | Special Assessment |
| Closing Date                            | 5/1/2025           |
| First Maturity                          | 9/1/2028           |
| Term                                    | 21                 |
| Final Maturity                          | 9/1/2048           |
| First Interest                          | 9/1/2025           |
| First Interest Payment                  | 10,000.00          |
| First Admin. Payment                    | 3,333.00           |
| Debt Service Reserve Fund               | 0.00               |
| First DSRF Payment                      | -                  |

Project Description  
Utilities Memorial Highway

| Date     | Principal       | Interest        | Total<br>Principal & Interest | Annual<br>P&I Payment | Outstanding<br>Balance | Admin Fee     | Total<br>Payment | Annual<br>Total Payment |
|----------|-----------------|-----------------|-------------------------------|-----------------------|------------------------|---------------|------------------|-------------------------|
| 9/1/2025 | -               | 10,000.00       | 10,000.00                     | 10,000.00             | 6,909,000.00           | -             | -                | -                       |
| 3/1/2026 | -               | 51,817.50       | 51,817.50                     | -                     | 6,909,000.00           | 3,333.00      | 13,333.00        | 13,333.00               |
| 9/1/2026 | -               | 51,817.50       | 51,817.50                     | 103,635.00            | 6,909,000.00           | 17,272.50     | 69,090.00        | -                       |
| 3/1/2027 | -               | 51,817.50       | 51,817.50                     | -                     | 6,909,000.00           | 17,272.50     | 69,090.00        | 138,180.00              |
| 9/1/2027 | -               | 51,817.50       | 51,817.50                     | 103,635.00            | 6,909,000.00           | 17,272.50     | 69,090.00        | -                       |
| 3/1/2028 | -               | 51,817.50       | 51,817.50                     | -                     | 6,909,000.00           | 17,272.50     | 69,090.00        | 138,180.00              |
| 9/1/2028 | 5,000.00        | 51,817.50       | 56,817.50                     | 108,635.00            | 6,904,000.00           | 17,272.50     | 74,090.00        | -                       |
| 3/1/2029 | -               | 51,780.00       | 51,780.00                     | -                     | 6,904,000.00           | 17,260.00     | 69,040.00        | 143,180.00              |
| 9/1/2029 | 284,000.00      | 51,780.00       | 335,780.00                    | 387,560.00            | 6,620,000.00           | 17,260.00     | 353,040.00       | -                       |
| 3/1/2030 | -               | 49,650.00       | 49,650.00                     | -                     | 6,620,000.00           | 16,550.00     | 66,200.00        | 422,080.00              |
| 9/1/2030 | 290,000.00      | 49,650.00       | 339,650.00                    | 389,300.00            | 6,330,000.00           | 16,550.00     | 356,200.00       | -                       |
| 3/1/2031 | -               | 47,475.00       | 47,475.00                     | -                     | 6,330,000.00           | 15,825.00     | 63,300.00        | 422,400.00              |
| 9/1/2031 | 295,000.00      | 47,475.00       | 342,475.00                    | 389,950.00            | 6,035,000.00           | 15,825.00     | 358,300.00       | -                       |
| 3/1/2032 | -               | 45,262.50       | 45,262.50                     | -                     | 6,035,000.00           | 15,087.50     | 60,350.00        | 421,600.00              |
| 9/1/2032 | 300,000.00      | 45,262.50       | 345,262.50                    | 390,525.00            | 5,735,000.00           | 15,087.50     | 360,350.00       | -                       |
| 3/1/2033 | -               | 43,012.50       | 43,012.50                     | -                     | 5,735,000.00           | 14,337.50     | 57,350.00        | 420,700.00              |
| 9/1/2033 | 310,000.00      | 43,012.50       | 353,012.50                    | 396,025.00            | 5,425,000.00           | 14,337.50     | 367,350.00       | -                       |
| 3/1/2034 | -               | 40,687.50       | 40,687.50                     | -                     | 5,425,000.00           | 13,562.50     | 54,250.00        | 424,700.00              |
| 9/1/2034 | 315,000.00      | 40,687.50       | 355,687.50                    | 396,375.00            | 5,110,000.00           | 13,562.50     | 369,250.00       | -                       |
| 3/1/2035 | -               | 38,325.00       | 38,325.00                     | -                     | 5,110,000.00           | 12,775.00     | 51,100.00        | 423,500.00              |
| 9/1/2035 | 320,000.00      | 38,325.00       | 358,325.00                    | 396,650.00            | 4,790,000.00           | 12,775.00     | 371,100.00       | -                       |
| 3/1/2036 | -               | 35,925.00       | 35,925.00                     | -                     | 4,790,000.00           | 11,975.00     | 47,900.00        | 422,200.00              |
| 9/1/2036 | 325,000.00      | 35,925.00       | 360,925.00                    | 396,850.00            | 4,465,000.00           | 11,975.00     | 372,900.00       | -                       |
| 3/1/2037 | -               | 33,487.50       | 33,487.50                     | -                     | 4,465,000.00           | 11,162.50     | 44,650.00        | 420,800.00              |
| 9/1/2037 | 335,000.00      | 33,487.50       | 368,487.50                    | 401,975.00            | 4,130,000.00           | 11,162.50     | 379,650.00       | -                       |
| 3/1/2038 | -               | 30,975.00       | 30,975.00                     | -                     | 4,130,000.00           | 10,325.00     | 41,300.00        | 424,300.00              |
| 9/1/2038 | 340,000.00      | 30,975.00       | 370,975.00                    | 401,950.00            | 3,790,000.00           | 10,325.00     | 381,300.00       | -                       |
| 3/1/2039 | -               | 28,425.00       | 28,425.00                     | -                     | 3,790,000.00           | 9,475.00      | 37,900.00        | 422,600.00              |
| 9/1/2039 | 345,000.00      | 28,425.00       | 373,425.00                    | 401,850.00            | 3,445,000.00           | 9,475.00      | 382,900.00       | -                       |
| 3/1/2040 | -               | 25,837.50       | 25,837.50                     | -                     | 3,445,000.00           | 8,612.50      | 34,450.00        | 420,800.00              |
| 9/1/2040 | 355,000.00      | 25,837.50       | 380,837.50                    | 406,675.00            | 3,090,000.00           | 8,612.50      | 389,450.00       | -                       |
| 3/1/2041 | -               | 23,175.00       | 23,175.00                     | -                     | 3,090,000.00           | 7,725.00      | 30,900.00        | 423,900.00              |
| 9/1/2041 | 360,000.00      | 23,175.00       | 383,175.00                    | 406,350.00            | 2,730,000.00           | 7,725.00      | 390,900.00       | -                       |
| 3/1/2042 | -               | 20,475.00       | 20,475.00                     | -                     | 2,730,000.00           | 6,825.00      | 27,300.00        | 421,800.00              |
| 9/1/2042 | 370,000.00      | 20,475.00       | 390,475.00                    | 410,950.00            | 2,360,000.00           | 6,825.00      | 397,300.00       | -                       |
| 3/1/2043 | -               | 17,700.00       | 17,700.00                     | -                     | 2,360,000.00           | 5,900.00      | 23,600.00        | 424,600.00              |
| 9/1/2043 | 375,000.00      | 17,700.00       | 392,700.00                    | 410,400.00            | 1,985,000.00           | 5,900.00      | 398,600.00       | -                       |
| 3/1/2044 | -               | 14,887.50       | 14,887.50                     | -                     | 1,985,000.00           | 4,962.50      | 19,850.00        | 422,200.00              |
| 9/1/2044 | 385,000.00      | 14,887.50       | 399,887.50                    | 414,775.00            | 1,600,000.00           | 4,962.50      | 404,850.00       | -                       |
| 3/1/2045 | -               | 12,000.00       | 12,000.00                     | -                     | 1,600,000.00           | 4,000.00      | 16,000.00        | 424,700.00              |
| 9/1/2045 | 390,000.00      | 12,000.00       | 402,000.00                    | 414,000.00            | 1,210,000.00           | 4,000.00      | 406,000.00       | -                       |
| 3/1/2046 | -               | 9,075.00        | 9,075.00                      | -                     | 1,210,000.00           | 3,025.00      | 12,100.00        | 422,000.00              |
| 9/1/2046 | 400,000.00      | 9,075.00        | 409,075.00                    | 418,150.00            | 810,000.00             | 3,025.00      | 412,100.00       | -                       |
| 3/1/2047 | -               | 6,075.00        | 6,075.00                      | -                     | 810,000.00             | 2,025.00      | 8,100.00         | 424,200.00              |
| 9/1/2047 | 405,000.00      | 6,075.00        | 411,075.00                    | 417,150.00            | 405,000.00             | 2,025.00      | 413,100.00       | -                       |
| 3/1/2048 | -               | 3,037.50        | 3,037.50                      | -                     | 405,000.00             | 1,012.50      | 4,050.00         | 421,200.00              |
| 9/1/2048 | 405,000.00      | 3,037.50        | 408,037.50                    | 411,075.00            | -                      | 1,012.50      | 409,050.00       | -                       |
| Total    | \$ 6,909,000.00 | \$ 1,475,440.00 | \$ 8,384,440.00               | \$ 8,384,440.00       |                        | \$ 491,813.00 | \$ 8,876,253.00  | \$ 8,876,253.00         |

Industrial Commission  
of North Dakota

Kelly Armstrong  
GOVERNOR

W. H. Wrigley  
ATTORNEY GENERAL

Doug Goehring  
AGRICULTURE COMMISSIONER

NORTH  
**Dakota** | Public Finance Authority  
Be Legendary.

March 25, 2025

City of Mandan  
Greg Welch, Finance Director  
[gwelch@cityofmandan.com](mailto:gwelch@cityofmandan.com)

Dear Greg Welch,

The City of Mandan's requested loan in the amount of \$12,478,000 was approved on March 25, 2025. The financing will be provided under the **Clean Water** State Revolving Fund Program. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included.

If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application and related attachments for consideration by the PFA and its' advisors, as applicable.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding.** This requirement is set out in the form of the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA  
Business Manager

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**Clean Water Loan Info PRELIMINARY**

|                           |                    |
|---------------------------|--------------------|
| Loan #                    | 175                |
| Loan                      | Mandan             |
| Interest Rate             | 1.50%              |
| Administration Fee        | 0.50%              |
| Request                   | 12,478,000.00      |
| Amount                    | 12,478,000.00      |
| Funded Amount             | 0.00               |
| Issuance Denomination     | 5,000.00           |
| Credit Rating             | N/A                |
| Security Type             | Special Assessment |
| Closing Date              | 5/1/2026           |
| First Maturity            | 9/1/2028           |
| Term                      | 21                 |
| Final Maturity            | 9/1/2048           |
| First Interest            | 9/1/2025           |
| First Interest Payment    | 33,000.00          |
| First Admin. Payment      | 11,000.00          |
| Debt Service Reserve Fund | 0.00               |
| First DSRF Payment        | -                  |

Project Description  
Utilities Memorial Highway

| Date         | Principal               | Interest               | Total<br>Principal & Interest | Annual<br>P&I Payment   | Outstanding<br>Balance | Admin Fee            | Total<br>Payment        | Annual<br>Total Payment |
|--------------|-------------------------|------------------------|-------------------------------|-------------------------|------------------------|----------------------|-------------------------|-------------------------|
| 9/1/2025     | -                       | 33,000.00              | 33,000.00                     | 33,000.00               | 12,478,000.00          | -                    | -                       | -                       |
| 3/1/2026     | -                       | 93,585.00              | 93,585.00                     | -                       | 12,478,000.00          | 11,000.00            | 44,000.00               | 44,000.00               |
| 9/1/2026     | -                       | 93,585.00              | 93,585.00                     | 187,170.00              | 12,478,000.00          | 31,195.00            | 124,780.00              | -                       |
| 3/1/2027     | -                       | 93,585.00              | 93,585.00                     | -                       | 12,478,000.00          | 31,195.00            | 124,780.00              | 249,560.00              |
| 9/1/2027     | -                       | 93,585.00              | 93,585.00                     | 187,170.00              | 12,478,000.00          | 31,195.00            | 124,780.00              | -                       |
| 3/1/2028     | -                       | 93,585.00              | 93,585.00                     | -                       | 12,478,000.00          | 31,195.00            | 124,780.00              | 249,560.00              |
| 9/1/2028     | 5,000.00                | 93,585.00              | 98,585.00                     | 192,170.00              | 12,473,000.00          | 31,195.00            | 124,780.00              | -                       |
| 3/1/2029     | -                       | 93,547.50              | 93,547.50                     | -                       | 12,473,000.00          | 31,182.50            | 124,730.00              | 254,560.00              |
| 9/1/2029     | 513,000.00              | 93,547.50              | 606,547.50                    | 700,095.00              | 11,960,000.00          | 31,182.50            | 637,730.00              | -                       |
| 3/1/2030     | -                       | 89,700.00              | 89,700.00                     | -                       | 11,960,000.00          | 29,900.00            | 119,600.00              | 762,460.00              |
| 9/1/2030     | 525,000.00              | 89,700.00              | 614,700.00                    | 704,400.00              | 11,435,000.00          | 29,900.00            | 644,600.00              | -                       |
| 3/1/2031     | -                       | 85,762.50              | 85,762.50                     | -                       | 11,435,000.00          | 28,587.50            | 114,350.00              | 764,200.00              |
| 9/1/2031     | 535,000.00              | 85,762.50              | 620,762.50                    | 706,525.00              | 10,900,000.00          | 28,587.50            | 649,350.00              | -                       |
| 3/1/2032     | -                       | 81,750.00              | 81,750.00                     | -                       | 10,900,000.00          | 27,250.00            | 109,000.00              | 763,700.00              |
| 9/1/2032     | 545,000.00              | 81,750.00              | 626,750.00                    | 708,500.00              | 10,355,000.00          | 27,250.00            | 654,000.00              | -                       |
| 3/1/2033     | -                       | 77,662.50              | 77,662.50                     | -                       | 10,355,000.00          | 25,887.50            | 103,550.00              | 763,000.00              |
| 9/1/2033     | 555,000.00              | 77,662.50              | 632,662.50                    | 710,325.00              | 9,800,000.00           | 25,887.50            | 658,550.00              | -                       |
| 3/1/2034     | -                       | 73,500.00              | 73,500.00                     | -                       | 9,800,000.00           | 24,500.00            | 98,000.00               | 762,100.00              |
| 9/1/2034     | 565,000.00              | 73,500.00              | 638,500.00                    | 712,000.00              | 9,235,000.00           | 24,500.00            | 663,000.00              | -                       |
| 3/1/2035     | -                       | 69,262.50              | 69,262.50                     | -                       | 9,235,000.00           | 23,087.50            | 92,350.00               | 761,000.00              |
| 9/1/2035     | 580,000.00              | 69,262.50              | 649,262.50                    | 718,525.00              | 8,655,000.00           | 23,087.50            | 672,350.00              | -                       |
| 3/1/2036     | -                       | 64,912.50              | 64,912.50                     | -                       | 8,655,000.00           | 21,637.50            | 86,550.00               | 764,700.00              |
| 9/1/2036     | 590,000.00              | 64,912.50              | 654,912.50                    | 719,825.00              | 8,065,000.00           | 21,637.50            | 676,550.00              | -                       |
| 3/1/2037     | -                       | 60,487.50              | 60,487.50                     | -                       | 8,065,000.00           | 20,162.50            | 80,650.00               | 763,100.00              |
| 9/1/2037     | 600,000.00              | 60,487.50              | 660,487.50                    | 720,975.00              | 7,465,000.00           | 20,162.50            | 680,650.00              | -                       |
| 3/1/2038     | -                       | 55,987.50              | 55,987.50                     | -                       | 7,465,000.00           | 18,662.50            | 74,650.00               | 761,300.00              |
| 9/1/2038     | 615,000.00              | 55,987.50              | 670,987.50                    | 726,975.00              | 6,850,000.00           | 18,662.50            | 689,650.00              | -                       |
| 3/1/2039     | -                       | 51,375.00              | 51,375.00                     | -                       | 6,850,000.00           | 17,125.00            | 68,500.00               | 764,300.00              |
| 9/1/2039     | 625,000.00              | 51,375.00              | 676,375.00                    | 727,750.00              | 6,225,000.00           | 17,125.00            | 693,500.00              | -                       |
| 3/1/2040     | -                       | 46,687.50              | 46,687.50                     | -                       | 6,225,000.00           | 15,562.50            | 62,250.00               | 762,000.00              |
| 9/1/2040     | 640,000.00              | 46,687.50              | 686,687.50                    | 733,375.00              | 5,585,000.00           | 15,562.50            | 702,250.00              | -                       |
| 3/1/2041     | -                       | 41,887.50              | 41,887.50                     | -                       | 5,585,000.00           | 13,962.50            | 55,850.00               | 764,500.00              |
| 9/1/2041     | 650,000.00              | 41,887.50              | 691,887.50                    | 733,775.00              | 4,935,000.00           | 13,962.50            | 705,850.00              | -                       |
| 3/1/2042     | -                       | 37,012.50              | 37,012.50                     | -                       | 4,935,000.00           | 12,337.50            | 49,350.00               | 761,700.00              |
| 9/1/2042     | 665,000.00              | 37,012.50              | 702,012.50                    | 739,025.00              | 4,270,000.00           | 12,337.50            | 714,350.00              | -                       |
| 3/1/2043     | -                       | 32,025.00              | 32,025.00                     | -                       | 4,270,000.00           | 10,675.00            | 42,700.00               | 763,700.00              |
| 9/1/2043     | 680,000.00              | 32,025.00              | 712,025.00                    | 744,050.00              | 3,590,000.00           | 10,675.00            | 722,700.00              | -                       |
| 3/1/2044     | -                       | 26,925.00              | 26,925.00                     | -                       | 3,590,000.00           | 8,975.00             | 35,900.00               | 765,400.00              |
| 9/1/2044     | 690,000.00              | 26,925.00              | 716,925.00                    | 743,850.00              | 2,900,000.00           | 8,975.00             | 725,900.00              | -                       |
| 3/1/2045     | -                       | 21,750.00              | 21,750.00                     | -                       | 2,900,000.00           | 7,250.00             | 29,000.00               | 761,800.00              |
| 9/1/2045     | 705,000.00              | 21,750.00              | 726,750.00                    | 748,500.00              | 2,195,000.00           | 7,250.00             | 734,000.00              | -                       |
| 3/1/2046     | -                       | 16,462.50              | 16,462.50                     | -                       | 2,195,000.00           | 5,487.50             | 21,950.00               | 763,000.00              |
| 9/1/2046     | 720,000.00              | 16,462.50              | 736,462.50                    | 752,925.00              | 1,475,000.00           | 5,487.50             | 741,950.00              | -                       |
| 3/1/2047     | -                       | 11,062.50              | 11,062.50                     | -                       | 1,475,000.00           | 3,687.50             | 14,750.00               | 763,900.00              |
| 9/1/2047     | 735,000.00              | 11,062.50              | 746,062.50                    | 757,125.00              | 740,000.00             | 3,687.50             | 749,750.00              | -                       |
| 3/1/2048     | -                       | 5,550.00               | 5,550.00                      | -                       | 740,000.00             | 1,850.00             | 7,400.00                | 764,500.00              |
| 9/1/2048     | 740,000.00              | 5,550.00               | 745,550.00                    | 751,100.00              | -                      | 1,850.00             | 747,400.00              | -                       |
| <b>Total</b> | <b>\$ 12,478,000.00</b> | <b>\$ 2,681,130.00</b> | <b>\$ 15,159,130.00</b>       | <b>\$ 15,159,130.00</b> | <b>\$</b>              | <b>\$ 893,710.00</b> | <b>\$ 16,052,840.00</b> | <b>\$ 16,052,840.00</b> |

CITY OF MANDAN, NORTH DAKOTA  
STREET IMPROVEMENT DISTRICT NO. 239  
(PROJECT NO. 2019-02 – MEMORIAL HIGHWAY)  
\$6,909,000 IMPROVEMENT BOND, SERIES 2025A (DWSRF)  
\$12,478,000 IMPROVEMENT BOND, SERIES 2025B (CWSRF)

**FINANCING RESOLUTION**

**BE IT RESOLVED** by the Board of City Commissioners (the “Commission”) of the City of Mandan, North Dakota (the “City”), as follows:

1. **AUTHORITY.** It is hereby found, determined, and declared that the City has heretofore duly created Street Improvement District No. 239 (the “Improvement District”) and has ordered, received and approved an engineer’s report, plans and specifications, and estimates of the cost, for the construction of the Improvements to the water and sewer utility of the City consisting of, but not limited to, replacing water main, sanitary and storm sewer and a lift station along Memorial Highway and all other appurtenances, contrivances, and structures used or useful in the Improvement District (the “Project” or “Improvements”); that the Commission determined the necessity of constructing the Project; and, where applicable, by petition or after giving the owners of property liable to be specially assessed therefor the opportunity provided by law to protest against the construction of the Improvements, it was determined that protests sufficient to divest the City and the Commission with reference to the making of the Improvements had not been filed or a petition having been received; that contracts for construction of the Improvements have been awarded; that the City possesses and has the power to exercise through this Commission full and exclusive jurisdiction over all utilities, streets and places where the Improvements are located; that the total cost of the Improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the Improvements is estimated to be not less than \$19,387,000, which is expected to be financed by improvement warrants or bonds; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the Improvements in the Improvement District will be not less than the cost of the Improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement bonds to provide money to pay the cost of the Improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

2. **AUTHORIZATION AND SALE OF THE BONDS.** Pursuant to the authority of Section 40-24-19 of the North Dakota Century Code (“N.D.C.C.”) and in anticipation of the collection of special assessments, utility revenues and taxes, if any, and for the purpose of borrowing money to pay the cost of the Improvements, the City hereby authorizes and directs the issuance of its Improvement Bond, Series 2025A in the aggregate principal amount not to exceed Six Million Nine Hundred Nine Thousand Dollars (\$6,909,000) (the “Series 2025A Bond”) and its Improvement Bond, Series 2025B in the aggregate principal amount not to exceed Twelve Million Four Hundred Seventy Eight Thousand Dollars (\$12,478,000) (the “Series 2025B Bond” and together with the Series 2025A Bond, the “Bonds”). The principal of the Bonds shall be advanced by the North Dakota Public Finance Authority



(the "Authority") in installments as provided in the Loan Agreement entered into between the Authority and the City of even date with the Bonds (the "Loan Agreement"). Principal payments of the Bonds shall be made on September 1 of each year, commencing September 1, 2028 (or in no event later than September 1 following the date of Project completion), in an amount determined by the Authority to be sufficient to amortize the outstanding principal over the remaining term of the Bonds, with a final maturity date of September 1, 2048, subject however to the final amortization schedule to be attached to the Bonds upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to the Commission at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bonds.

The Bonds shall be issued as a single bond in fully registered form, shall bear interest from the Date of Issue until paid at the rate of 1.50% per annum and shall mature on September 1, 2048, subject to redemption and prepayment as provided herein. The Bonds shall be dated as of the first date on which the advances of principal exceed the lesser of \$50,000 or five percent (5%) of the maximum principal amount (the "Date of Issue").

Interest shall be payable on each March 1 and September 1 in each year commencing on the first such date following the first loan advance ("Interest Payment Date") and shall accrued on the amount of the Bond proceeds advanced by the Authority and outstanding from the date of such advance to the Interest Payment Date (calculated on the basis of a 360-day year consisting of twelve months of 30 days each). In addition, the City shall pay an Administrative Fee (as defined in the Loan Agreement) on each March 1 and September 1, commencing September 1, 2025, in an amount equal to one-half percent (0.50%) of the principal amount of the Bonds outstanding.

The principal of and interest on the Bonds shall be payable at the office of the Bank of North Dakota, Bismarck, North Dakota, and the City hereby agrees to pay the reasonable and customary charges of the paying agent for the receipt and disbursement of such principal and interest.

The City has received an offer to purchase the Bonds from the Authority at a price of \$6,909,000 as to the Series 2025A Bond and a purchase price of not to exceed \$12,478,000 as to the Series 2025B plus accrued interest, and upon the further terms and conditions hereinafter set forth and in the Loan Agreement. The City hereby accepts the offer of the Authority to purchase the Bonds at a price equal to one hundred percent (100%) of the principal amount advanced, plus accrued interest. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President and City Administrator (the "Authorized Officers") with such modifications as may be approved by the Authorized Officers, such execution to be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

**3. FORM OF BONDS.** The Bonds shall be printed in substantially the form on file with the City Administrator and shall contain a recital that it is issued pursuant to Section 40-24-19, N.D.C.C. The Bonds shall be prepared for execution under the direction of the City Administrator and shall be executed on behalf of the City by the manual signatures of the President and City

Administrator. When executed, the Bonds shall be delivered by the City Administrator to the Authority upon payment of the initial advance.

**4. REDEMPTION.** The Bonds are subject to redemption at the option of the City on any date with the written consent of the Authority, in whole or in part, at a price equal to the principal amount thereof to be redeemed plus accrued interest to the redemption date. If redeemed in part, the Authority shall provide a revised principal payment schedule to amortize the Bonds over the remaining term.

The principal of the Bonds shall be subject to mandatory redemption on September 1 in the years and amounts set forth on the amortization schedule, subject to adjustment based on the actual principal amount advanced by the Authority.

Unless waived by the owner of the Bonds, official notice of any such redemption shall be given by the City Administrator on behalf of the City by mailing a copy of any official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Official notice of redemption having been given as aforesaid, the Bonds or portion of the Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of the Bond shall cease to bear interest. Installments of interest due on or prior to the redemption date shall be payable as provided herein for payment of interest.

**5. STREET IMPROVEMENT DISTRICT NO. 239 FUND.** There is hereby created a special fund of the City for the Improvement District, designated as Street Improvement District No. 239 Fund (the "Fund"). The Fund shall be held and administered by the City Administrator separate and apart from all other funds of the City and shall be continued and maintained as herein directed until the Bond shall have been fully paid with interest. In the Fund there shall be maintained two (2) separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

There shall be credited to the Construction Account advances of the principal of the Bond. Costs and expenses of making the Improvements, including interest coming due during construction, costs of issuance and payment of any temporary bonds, shall be paid from time to time as incurred and allowed from the Construction Account and money in the Construction Account shall be used for no other purpose, provided, that if upon completion of the Improvements and approval thereof by the Engineer for the City, and payment of all claims and expenses in respect to the Improvements, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other money in that account.

There shall be credited to the Principal and Interest Account in the Fund (i) the revenues from the City's utilities to the extent appropriated by the Commission, (ii) the entire amount of special assessments collected from the Improvement District, (iii) any taxes levied with respect to the

Improvements to pay any deficiency, and (iv) any balance remaining in the Construction Account after completion of the Improvements. Money in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Bond and the Administrative Fee as such payments become due. The money and investments in the Principal and Interest Account are irrevocably pledged and appropriated to and shall be used to the extent required for the payment of principal of and interest on the Bonds when and as the same shall become due and payable for that purpose only.

6. **RESERVE ACCOUNT.** A separate reserve account will not be established within the Fund.

7. **LEVY OF SPECIAL ASSESSMENTS.** With respect to the Improvement District, the City covenants and agrees with the holders of the Bonds drawn on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefitted by the Improvements, in an aggregate amount not less than the cost of the Improvements to be paid from the Bond. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the Morton County Auditor for collection with the general taxes chargeable against the property in the Improvement District, except to the extent that payment is provided for by dedication of a portion of the revenues or service charges, if any, available to the City pursuant Section 40-22-16, N.D.C.C. and except an amount not exceeding one-fifth (1/5) of the cost of the Improvements and not exceeding any applicable constitutional or statutory debt limit, as the City may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. The City will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, pursuant and subject to Section 40-24-11, N.D.C.C. The City will forgive, rebate, or otherwise reduce special assessments to the amount necessary to match total Project costs, and any loan forgiveness. Special assessments will be first certified for collection as follows, and shall be certified and collected annually thereafter:

| <u>Improvement District</u>         | <u>Repayment<br/>Period (Years)</u> | <u>Year Of First<br/>Levy</u> | <u>Year Of First<br/>Collection</u> |
|-------------------------------------|-------------------------------------|-------------------------------|-------------------------------------|
| Street Improvement District No. 239 | 20                                  | 2028                          | 2029                                |

Installments of the special assessments from time to time remaining unpaid shall bear interest at an annual rate not exceeding one and one-half percentage points (1½%) above the average net annual interest rate on the Bonds. Prior to November 1 of each year the City shall determine the amount of utility revenues, if any, or any other sources, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Bonds coming due in the following year. The City shall direct the Morton County Auditor to reduce, by a proportionate amount, the total amount of special assessments that would otherwise be placed on the tax lists of the City to the extent utility revenues or other sources are appropriated to pay the Bonds. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the Commission or by any City officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the City and this Commission covenant and agree that they will forthwith do all such further

acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract.

8. **GENERAL OBLIGATION OF THE CITY.** With respect to the Fund, the City hereby recognizes its obligation with respect to the Bonds drawn against the Fund, as set forth in Section 40-26-08, N.D.C.C., that whenever all revenues, special assessments and taxes, if any, collected for the Improvements are insufficient to pay principal of or interest then due on the Bonds, the Commission shall thereupon levy a tax upon all taxable property in the City for the payment of such deficiency; provided, that if the Bonds have been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, N.D.C.C., such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this Commission under the provisions of the Section 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in the Fund within one year, and it is hereby declared to be the policy of the City that the Commission will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the municipal budget, in accordance with the provisions of Chapter 40-40, N.D.C.C., to the end that provision may be made in each annual budget for any deficiency in the Fund which is deemed likely to occur within one year. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 5 hereof.

9. **REFUNDING BONDS.** With respect to the Fund, the City reserves the right and privilege of refunding any installments of principal of the Bonds which are past due, or the redemption or exchange of which the holder thereof shall have consented, and for the payment of which money is not at the time available in the Fund, by issuing refunding bonds pursuant to the provisions of Section 40-27-06, N.D.C.C. Such refunding bond shall be payable from the Fund on a parity with the Bonds theretofore issued which remain outstanding. With respect to the Fund, the City also reserves the right to issue additional improvement bonds for the payment of the cost of the Improvements in the Improvement District if the actual cost of the Improvements should be greater than has been estimated, such additional bonds to be payable from the Fund on a parity with the Bonds.

10. **AUTHENTICATION, REGISTRATION AND TRANSFER.**

(a) Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by the Bank of North Dakota, Bismarck, North Dakota which is hereby appointed the Bond Registrar of the City for the Bonds (the "Bond Registrar"). A successor registrar may be appointed for the Bonds by ordinance or resolution of the City. The Bonds Registrar shall provide notice to the Authority or any successor bondholder of any change in the registrar no later than the Interest Payment Date following the change.

(b) The ownership of the Bonds shall be entered and tracked in the records maintained by the Bond Registrar (the "Bond Register"), and the Bond Registrar may treat the person listed as owner in the Bond Register as the owner of the Bond for all purposes.

(c) If principal and interest payments are made by check, the Bond Registrar shall mail each payment on the respective payment date to the name and address of the bondholder, as that name and address appears in the Bond Register as of the fifteenth (15<sup>th</sup>) day of the month preceding a Bond Interest Payment Date (the "Record Date"). If principal and interest payments are made by wire transfer, the Bond Registrar shall wire each payment on or before the payment due date in accordance with the instructions from the bondholder.

(d) Upon surrender for transfer of the Bonds at the principal office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

(e) The Bond Registrar shall not be required to transfer or exchange the Bonds (i) during the period commencing on the fifteenth (15<sup>th</sup>) day of the month next preceding any Interest Payment Date and ending on such Interest Payment Date, (ii) fifteen (15) days before the day for the selection of any portion of the Bond to be redeemed or, (iii) with respect to any portion of the Bonds being called for redemption.

(f) Each Bond delivered under this Resolution upon transfer or exchange for, or in lieu of, any other Bonds shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds, and each such Bonds shall be so dated that neither gain nor loss in interest shall result from such transfer, exchange, or substitution. Each Bond shall be dated by the Bond Registrar as of the last Interest Payment Date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an Interest Payment Date to which interest has been paid or made available for payment, in which case such Bond shall be dated as of the date of authentication, or (ii) the date of authentication of a Bond is prior to the first Interest Payment Date, in which such Bond shall be dated as of the Date of Issue.

(g) The Bonds are issuable as a single fully registered Bond payable through annual installments of principal on September 1 in the years and in the amounts determined by the Authority. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded by the Bond Registrar and the City as the absolute owner thereof for all purposes. Payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative and neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums paid.

(h) The Bond Registrar shall require the payment by any Bondholder requesting exchange or transfer of a sum sufficient to cover any tax or other governmental charge that may be imposed on the City or the Bond Registrar with respect to such exchange or transfer and a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer.

(i) If any Bond is mutilated, lost, stolen, or destroyed, the City shall execute and the Bond Registrar shall authenticate a new Bond of the same interest rate, maturity date, and principal amount, as that mutilated, lost, stolen, or destroyed; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the City and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the City and the Bond Registrar, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate Bond, the City may pay the same. The Bond Registrar may charge the owner of such Bond with their reasonable fees and expenses including reasonable attorneys' fees and expenses in connection with replacing any Bond mutilated, lost, stolen, or destroyed.

**11. FURNISHING DOCUMENTS.** The Authorized Officers and the Morton County Auditor are authorized and directed to prepare and furnish to the purchaser of the Bonds and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of the Improvements and the operation and maintenance thereof, and the levy of special assessments and taxes therefor or the issuance of the Bonds, which may be necessary or proper to show the validity of marketability of the Bond, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Bonds, the absence of litigation materially affecting the issuance of the Bonds and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting. Delivery of the Bonds is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

**12. TAX COVENANTS.** The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action (together, the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

Unless and until the regulations under Section 148 of the Code have been modified or amended in pertinent part, the City Administrator shall ascertain monthly the amount on deposit in the Principal and Interest Account. If the aggregate amount on deposit in the Principal and Interest Account ever exceeds by more than \$100,000 the aggregate amount of principal and interest due and payable from the Principal and Interest Account within thirteen (13) months thereafter, such excess shall not be invested except at a yield less than or equal to the yield on the Bonds, based upon the issue price, maturities, and interest rate on its Date of Issue, computed by the actuarial method.

The City shall assure that not in excess of ten percent (10%) of the Net Proceeds of the Bonds is used for Private Business if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the principal and interest due on the Bonds during the term thereof is, under

term of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a private business use or by payments in respect of property used or to be used for a private business or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for a private business use; *provided, however*, that such restriction shall be reduced to five percent (5%) where use by a nongovernmental person is unrelated or disproportionate as defined under the Code and applicable Treasury Regulations.

The City shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bond are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose investments or assessments) to persons other than state or local government units.

The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

13. **[RESERVED].**

14. **[RESERVED].**

15. **LOAN FORGIVENESS.** During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the North Dakota Department of Environmental Quality (the “Department”) and the Authority to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the Authority in connection with receiving and administering federal capitalization grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with this Loan without any further action.

16. **BUY AMERICAN REQUIREMENT.** The City will comply with all federal requirements applicable to the Loan Agreement (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or Authority has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

17. **DAVIS BACON AND RELATED ACTS.** The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141, et seq).

18. **LOBBYING AND LITIGATION.** The City shall comply with Title 30 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation executed by the officers of the City.

19. **RECORD AND REPORTING REQUIREMENTS.** The City will comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including



any reports required by a federal agency, the Department, or the Authority such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

20. **AMENDMENT OF RESOLUTION.** This Resolution may not be amended without the consent of the Bondholders.

21. **CERTIFICATES.** The Authorized Officers, in consultation with the counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend, or supplement any provision herein, all in furtherance of the financing contemplated herein. Such authorization shall include adjustment of the amortization schedule and issuance of a revised bond in the event assessments are not certified for collection as provided for herein, or the preliminary amortization schedule is adjusted with the consent of the Authority.

22. **ELECTRONIC SIGNATURES.** The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bonds using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bonds. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

*(remainder of page intentionally blank)*

Dated: May 20, 2025.

**CITY OF MANDAN, NORTH DAKOTA**

Attest:

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

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

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on May 20, 2025, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_, and the roll call vote on the motion was as follows:

"Aye" \_\_\_\_\_

"Nay" \_\_\_\_\_

Absent \_\_\_\_\_