



**AGENDA  
CITY COMMISSION  
JUNE 17, 2025  
ED "BOSH" FROEHLICH MEETING ROOM  
MANDAN CITY HALL  
5:30 PM  
[WWW.CITYOFMANDAN.COM](http://WWW.CITYOFMANDAN.COM)**

*The public may access the LIVE meeting at:*

**Watch & Listen**

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

**Dial:** +1 312 626 6799

**Listen**

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

**Web:** <https://us02web.zoom.us/j/86229575607>

**A. ROLL CALL**

1. Roll call of all City Commissioners

**B. THE PLEDGE OF ALLEGIANCE**

**C. ANNOUNCEMENTS**

1. Quarterly work anniversary recognition
2. New Employee Introductions
  - a. Administrative Assistant Ashlee Newman
  - b. Firefighter Hunter Beckert
  - c. Firefighter Matt Pazanin
  - d. Public Works
    - Street Dept- Tate Schwagler
    - Street Dept- Tony Gietzen
    - Administrative Assistant-Stacey Moos
  - e. Police Department
    - Police Officer-Alexander Price

Police Officer-Eric Horner

Police Officer-Etienne Herholdt

f. Morton Mandan Public Library- Building & Grounds Jeff Christensen

3. *Buggies-n-Blues Recap*

**D. APPROVAL OF AGENDA**

**E. MINUTES**

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

a. June 3, 2025 Regular Meeting

b. June 10, 2025 Quorum SID 236 Meeting

**F. PUBLIC HEARING**

**G. BIDS**

**H. CONSENT AGENDA**

1. Consider approval of monthly bills

2. Consider approval of the following raffle permits:

a. Bismarck Global Neighbors

b. Missouri Valley Shooting Sports Association

3. Consider approval of a gaming site authorization for Mandan Touchdown Club at Big Stick Cigars from July 1, 2025 to June 30, 2026

4. Consider contract award to Strata for the 19<sup>th</sup> Street Trail Phase 1 Curb and Gutter

5. Consider a minor plat for Bill Stein Addition

6. Consider approval of a contract with the Heart River Correctional facility

7. Consider approval of the Class A, B, C, D1, E, and Special B renewals effective July 1, 2025

8. Consider the issuance of the Class A, E and D liquor licenses effective July 1,

2025

**I. OLD BUSINESS**

**J. NEW BUSINESS**

1. Update on activities of the Bismarck Mandan Chamber EDC
2. Consider a Mandan Growth Fund recommendation to provide a \$15,000 prize, in the form of a forgivable loan, for the 2025 Business Pitch Challenge
3. Consider a request for \$35,000 in matching funds for the Mandan Art Alley Project
4. Consider applying for the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) grant
5. Consider a Development Agreement for the Shores At Lakewood 2<sup>nd</sup> Addition
6. Consider increasing administrative approval for the Memorial Highway Reconstruction and approval of Change Order 9
7. *Consider Extension of Street Closure for WBI Energy*
8. *Update on various construction projects throughout the city*

**K. RESOLUTIONS AND ORDINANCES**

1. Second Consideration of Ordinance Nos. 1466 and 1467 related to the management of trees and shrubs

**L. OTHER BUSINESS**

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

- - July 1, 2025 at 5:30 p.m.
  - July 15, 2025 at 5:30 p.m.
  - August 5, 2025 at 5:30 p.m.

**N. ADJOURN**



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 4, 2025  
**SUBMITTING DEPARTMENT:** HR  
**DEPARTMENT DIRECTOR:** Amy Berger  
**PRESENTER:** Amy Berger, HR Director  
**SUBJECT:** Quarterly work anniversary recognition

---

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

To recognize work anniversaries of quarter two.

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

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

#### **3 years:**

Karissa Tuggle - Senior Real Property Appraiser Tech  
Halima Khalifa - Detective  
Jodi Jangula - Administrative Assistant  
Jaden Kuntz - Utility Operator I  
Shawna Marion - Community Engagement Coordinator

#### **10 years:**

Michael Breid - Police Sergeant  
Cole Anderson - PT Firefighter

#### **15 years:**

Dennis Rohr - City Commissioner  
James Belohlavek - Public Works Crew Leader (Street)

#### **20 years:**

David Gross - Wastewater Plant Operator

#### **40 years:**

Duane Friesz - Water Treatment Plant Superintendent



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

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

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

Two employees were awarded ten years of service recognition gift not to exceed a value of one hundred dollars.

Two employees were awarded fifteen years of service recognition gift not to exceed a value of one hundred and fifty dollars.

Two employees were awarded twenty years of service recognition gift not to exceed a value of two hundred dollars.

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

The total fiscal impact of the second quarter will be \$1,255.00

**STAFF IMPACT:**

NA

**LEGAL REVIEW:**

NA

**RECOMMENDATION:**

Recognition only. No action required.

**SUGGESTED MOTION:**

Recognition only. No action required.



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 5, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Kari Schmidt, Communications Specialist  
**SUBJECT:** Introduction of Ashlee Newman

---

**STATEMENT/PURPOSE:**

To introduce a new employee.

**BACKGROUND/ALTERNATIVES:**

Ashlee Newman started in her new role as the Administrative Assistant on June 2. She will be assisting the Administration, Business Development & Communications Departments with daily responsibilities. She'll oversee the organization and publication of City Commission meetings as well as assist with the oversight of many other City boards and committees. She'll also assist with Communications.

Ashlee is currently pursuing her Bachelor's Degree in Graphic Design with a minor in Communications. She will graduate from Bellevue University this fall. She's currently working part-time, but after graduation will be full-time in her position. She is a Mandan High School alumnus, and has previous customer service experience at Target and Outdoor Services Incorporated (OSI).

We are excited to have Ashlee on board and welcome her to the City of Mandan!

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

n/a

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

Presentation only.

**SUGGESTED MOTION:**

Presentation only.

The Mandan City Commission met in regular session at 5:30 PM on June 3, 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, Communications Specialist Schmidt, CIS Manager Mischel, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Buggies N Blues, June 6-8.* Mandan Progress Organization Executive Director Matt Schanadore invited the public to Buggies-N-Blues June 6-8, as well as Planes & Pancakes on Sunday, June 8 at the Airport. Mayor Froelich also shared that the Border Battle is also happening over the weekend at Mandan Memorial Ballpark.

2. *Congratulations to Mandan Girls Soccer State Champions!.* Mayor Froelich congratulated the Mandan Girls Soccer Team

3. *Thank you Doosan-Bobcat volunteers! .* Mayor Froelich thanked the Doosan Bobcat volunteers for their help in getting mulch in Dykshoorn Park.

4. *Infrastructure Updates*

. City Engineer Wigness presented an update on several construction projects happening around the city (Memorial Highway; reconstruction west of Christ the King; the intersection of Shady Lane & East Main St; 6th Ave NW; the rapid rectangular flashing beacon project; Collins Ave water reservoir; and the Water Treatment Plant Phase III Optimization). He did mention that the rain in May did delay a lot of these projects by about a week.

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

E. MINUTES

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

a. *May 20, 2025 Regular Meeting.* Commissioner Sjoberg moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

b. *May 27, 2025 Special Meeting.* Commissioner Rohr moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

G. BIDS

H. CONSENT AGENDA Commissioner Sjoberg moved and Commissioner Braun seconded to approve consent agenda items 1-8 including all sub items as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider a minor plat for XL Homes Addition.*
2. *Consider the following Abatements:.*
  - a. *Smith 2024 Veterans Credit Abatement.*
  - b. *Wilz 2023 and 2024 Veterans Credit Abatements.*
3. *Consider the following gaming site authorizations:.*
  - a. *Mandan Hockey Club at Central Station from July 1, 2025 to June 30, 2026.*
  - b. *Mule Deer Foundation at Mandan Moose Lodge #425 on June 20, 2025.*
  - c. *Mandan Eagles Aerie 2451 at Mandan Eagles Aerie 2451 from July 1, 2025 to June 30, 2026.*
  - d. *Matpac Wrestling Club, Inc. at Last Call Bar from July 1, 2025 to June 30, 2026 (amended to add bingo).*
  - e. *Matpac Wrestling Club, Inc. at Last Call Bar from June 3 to June 30, 2025 (amended to add bingo).*
  - f. *Mandan Fastpitch Association at Aviators Bar from July 1, 2025 to June 30, 2026*
  - g. *Mandan Fastpitch Association at Powerhouse Bar & Grill from July 1, 2025 to June 30, 2026.*
4. *Consider approval of the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement.*
5. *Consider approval of the following special event permits: .*
  - a. *Send it 24/7 Cornhole Smoke & Oak for Soldiers.*
  - b. *Stage Stop Fourth of July Festivities.*
  - c. *Stage Stop McQuades weekend.*
  - d. *Buffalo Commons-Cousins Maine Lobster food truck.*
6. *Consider Assignment and Consent Agreement with Get Cozy of ND, LLC, Golden Hour Taps, LLC, and the City of Mandan regarding the Forgivable Loan and Promissory Note.*
7. *Consider approval of the Class A, B, BWO, E, Special B and WB liquor license renewals effective July 1, 2025.*
8. *Consider 2025 budget amendment and contract with Interstate Engineering for planning department assistance.*

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider administrative change orders for the Old Red Trail Shared Use Path project.* City Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve change orders 1 and 2, as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *Consider applying for State Water Commission cost-share funding for the 1st Street Reconstruction project.* City Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Rohr seconded to authorize staff to apply for State Water Commission funding for the 1st

---

Street Reconstruction project. Roll Call vote: Aye 5, Nay 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *Consider the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project).* Finance Director Welch presented the bond resolution. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project). Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive).* Finance Director Welch presented the financing resolution. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive). Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Introduction and First Consideration of Ordinance Nos. 1466 and 1467 related to the management of trees and shrubs.* Public Works Director O'Keefe presented the ordinances. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the introduction and first consideration of Ordinance Nos. 1466 and 1467 as presented. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *June 17, 2025 at 5:30 p.m.*
- *July 1, 2025 at 5:30 p.m.*
- *July 15, 2025 at 5:30 p.m.*

.

N. ADJOURN There being no further business, the meeting adjourned at 5:58 p.m.

---

James Neubauer  
City Administrator

---

James Froelich  
Board of City Commissioners

A quorum of city commissioners was present for the Street Improvement District 236 Phase I Downtown meeting with business owners on June 10, 2025. Commissioners present were Froelich, Heinsohn and Sjoberg. Also in attendance was Administrator Neubauer, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, and Business Development & Communications Director Cermak. Others in attendance were Brad Krogstad, Austin Chimeleski, Jon Maggeroth, Harvey Sneider, Brandon Charvet, Mike Rembolt, Julie Haibeck, Steve Mott, Paulette Rader, Tom Tokach, Paige Larson, Ryan Diechert, Garret Hooker, and Renee Murrish.

Discussion surrounded ADA compliance and potential changes to SID 236 First Street Improvements Phase I. No action was taken. The event concluded at 2:30 p.m.

---

James Neubauer  
City Administrator

---

James Froelich, President  
Board of City Commissioners



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 5, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the raffle permit for Bismarck Global Neighbors

---

**STATEMENT/PURPOSE:**

Consider approval of the raffle permit for Bismarck Global Neighbors

**BACKGROUND/ALTERNATIVES:**

Bismarck Global Neighbors will hold a one-time raffle at Dykshoorn Park on June 21, 2025. See attached permit.

**ATTACHMENTS:**

1. Raffle Permit 2025-35

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend approving the raffle permit for Bismarck Global Neighbors.

**SUGGESTED MOTION:**

I move to approve the raffle permit for Bismarck Global Neighbors.





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

Permit Number  
**2025-35**

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games Authorized

☐ Raffle by a Political or Legislative District Party

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Bismarck Global Neighbors</b>		Dates Authorized (Read Instruction 2) <b>June 21st, 2025</b>	
Organization or Group Contact Person <b>Jasmine Tosseth-Smith</b>	E-mail <b>Jasmine@BismarckGlobalNeighbors.com</b>	Telephone Number <b>701-946-0332</b>	
Mailing Address <b>206 E Broadway Ave</b>	City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58501</b>

**SITE INFO**

Site Name <b>Dykshoorn Park</b>		County <b>Morton</b>	
Site Address <b>411 W Main St</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>
If the city or county is placing restrictions on the permit, please explain <b>N/A</b>			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One time Raffle at Dykshoorn Park on June 21st, 2025.</b>			

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

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

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

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

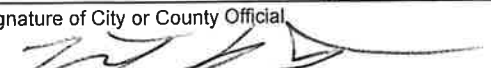
- a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:

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

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

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

**CITY OR COUNTY CONTACT PERSON**

Printed Name of City or County Official <b>Michael Breid</b>	Title of City or County Official <b>Sergeant</b>	Telephone Number <b>701-667-3250</b>	E-mail Address <b>mbreid@mandanpd.com</b>
Signature of City or County Official 		Date <b>06/04/2025</b>	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

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

**Information required to be preprinted on a standard raffle ticket:**

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

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

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

**INSTRUCTIONS:**

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

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

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

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



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Bismarck Global Neighbors</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 21, 2025</b>	
Organization or Group Contact Person <b>Jasmine Tosseth-Smith</b>	E-mail <b>Jasmine@BismarckGlobalNeighbors.org</b>	Telephone Number <b>701.946.0332</b>	
Business Address <b>206 E Broadway Ave</b>	City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58501</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

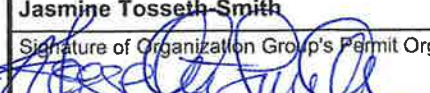
Site Name <b>Dykshoorn Park</b>		County <b>Morton</b>	
Site Physical Address <b>411 W Main St</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One-time raffle for prize baskets and bags</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Gift Basket	200
Raffle	Summer Themed Gift Basket	200
Raffle	Cloverdale Gift Bag	75
Total (limit \$40,000 per year)		\$ <b>475.00</b>

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Jasmine Tosseth-Smith</b>	Telephone Number <b>7019460332</b>	E-mail Address <b>Jasmine@BismarckGlobalNeighbors.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Co-Director</b>	Date <b>5/29/2025</b>



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 5, 2025  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Jason Ziegler  
**PRESENTER:** Jason Ziegler, Police Chief  
**SUBJECT:** Consider approval of the raffle permit for Missouri Valley Shooting Sports Association

---

**STATEMENT/PURPOSE:**

Consider approval of the raffle permit for Missouri Valley Shooting Sports Association

**BACKGROUND/ALTERNATIVES:**

Missouri Valley Shooting Sports Association will hold a one-time raffle at Desperado Firearms on January 31, 2026. See attached permit.

**ATTACHMENTS:**

1. Raffle Permit 2025-36

**FISCAL IMPACT:**

N/A

**STAFF IMPACT:**

N/A

**LEGAL REVIEW:**

N/A

**RECOMMENDATION:**

I recommend approving the raffle permit for Missouri Valley Shooting Sports Association.

**SUGGESTED MOTION:**

I move to approve the raffle permit for Missouri Valley Shooting Sports Association.





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

Permit Number  
**2025-36**

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games Authorized

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Missouri Valley Shooting Sports Association</b>		Dates Authorized (Read Instruction 2) <b>January 31st, 2026</b>	
Organization or Group Contact Person <b>Ryan Saville</b>	E-mail <b>MVSSA.org@gmail.com</b>	Telephone Number <b>701-391-3177</b>	
Mailing Address <b>PO Box 254</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>

**SITE INFO**

Site Name <b>Desperado Firearms</b>		County <b>Morton</b>	
Site Address <b>2945 Twin City Drive</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>
If the city or county is placing restrictions on the permit, please explain <b>N/A</b>			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One time Raffle at Desperado Firearms on January 31st, 2026.</b>			

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

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

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

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

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

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

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

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

**CITY OR COUNTY CONTACT PERSON**

Printed Name of City or County Official <b>Michael Breid</b>	Title of City or County Official <b>Sergeant</b>	Telephone Number <b>701-667-3250</b>	E-mail Address <b>mbreid@mandanpd.com</b>
Signature of City or County Official 		Date <b>06/04/2025</b>	Issuing Governing Body <input checked="" type="checkbox"/> City <input type="checkbox"/> County

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

**Information required to be preprinted on a standard raffle ticket:**

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

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

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

**INSTRUCTIONS:**

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

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

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

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



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Missouri Valley Shooting Sports Association</b>		Dates of Activity (Does not include dates for the sales of tickets) <del>Start 07/01/2025</del> <b>End 01/31/2026</b>	
Organization or Group Contact Person <b>Ryan Saville</b>	E-mail <b>MVSSA.org@gmail.com</b>	Telephone Number <b>701-391-3177</b>	
Business Address <b>4667 Sky Way</b>	City <b>Bismarck</b>	State <b>ND</b>	ZIP Code <b>58501</b>
Mailing Address (if different) <b>P.O. Box 254</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>

## SITE INFO

Site Name <b>Desperado Firearms</b>		County <b>Morton</b>	
Site Physical Address <b>2945 Twin City Drive</b>	City <b>Mandan</b>	State <b>ND</b>	ZIP Code <b>58554</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <del>Start 07/01/2025</del> <del>End 01/31/2026</del> <b>Drawing on 1/31/26</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	<b>See Attach Spreadsheet</b>	
Total (limit \$40,000 per year)		\$

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Ryan Saville</b>	Telephone Number <b>701-391-3177</b>	E-mail Address <b>MVSSA.org@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Secretary / Treasurer</b>	Date <b>05/30/2025</b>



Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Rossi R95 Trapper 45-70gov Lever Action Rifle 16" Barrel	\$ 1,060.99
Raffle	Winchester XPR Bolt Action 6.5PCR Rifle 20" Treaded Barrel	\$ 749.99
Raffle	Ruger American Ranch Bolt Action 223/5.56 Rifle 16" Treaded Barrel, AR Mags	\$ 669.00
Raffle	Henry Goldenboy Lever Action 22LR Rifle	\$ 648.00
Raffle	Impala Plus 12ga Semi-Auto Shotgun (Customers Choice of Color)	\$ 600.00
Raffle	Pointer Acrisus O/U 20ga Shotgun, Wood Stock	\$ 459.00
Raffle	Citadel Boss-25 Semi-Auto 12ga Shotgun, AR Style American Flag Stock	\$ 399.99
Raffle	Anderson Manufacturing AM-15 Semi-Auto 5.56 Rifle, 30rd Mag	\$ 599.99
Raffle	Smith & Wesson M&P 15-22 Semi-Auto 22LR Rifle, 25rd Mag	\$ 499.99
Raffle	10oz Silver Bar	\$ 333.10
Raffle	Leupold RX-1400i 5x21 Rangefinder	\$ 199.99
Raffle	Hawke Optics Nature-Trex Compact Spotting Scope 13-39 x 56 Straight Body	\$ 349.00
Raffle	Hawke Optics Vantage Binoculars 10x42	\$ 169.00
<b>Total</b>		<b>\$ 6,738.04</b>



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 5, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Gaming Site Authorizations

---

**STATEMENT/PURPOSE:**

Consider gaming site authorizations.

**BACKGROUND/ALTERNATIVES:**

The following are gaming site authorizations received since June 3, 2025.

**ATTACHMENTS:**

1. 04 MANDAN TOUCHDOWN CLUB - BIG STICK CIGARS (UNSIGNED)
2. BIG STICK CIGARS-REQUEST TO RESCIND GAMING SITE AUTH APPROVAL (003)

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

n/a

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

Approve.

**SUGGESTED MOTION:**

I move to approve the gaming site authorization.



**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Mandan Touchdown Club**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Big Stick Cigars</b>			
Street <b>104 2nd Ave NW</b>	City <b>Mandan</b>	ZIP Code <b>58554</b>	County <b>Morton</b>
Beginning Date(s) Authorized <b>7/1/25</b>	Ending Date(s) Authorized <b>6/30/26</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) <b>In gaming area</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

**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"/> Paddlewheels with Tickets
<input 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		

**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 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) Bscf, Llc		Site Name Big Stick Cigars		Site Phone Number (701) 751-1029	
Site Address 107 2nd Ave Nw		City Mandan		State ND	Zip Code 58554
Organization (Lessee) Mandan Touchdown Club		Rental Period 7/1/2025 to 6/30/2026			County Morton
1. Is Bingo going to be conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," 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, standard, or electronic dispensing device conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Please check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device					\$ 300.00
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices 6					\$ 1,050.00
Total Monthly Rent					\$ 1,350.00
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. <input type="checkbox"/>					
<b>TERMS OF RENTAL AGREEMENT:</b> 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 winning pull tab, 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 lessor's on call or temporary or permanent employee 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 pull tabs or prize boards, or both, 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. 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 		Title Owner		Date 6/3/2025	
Signature of Lessee 		Title Treasurer - Mandan Touchdown Club		Date 6/3/2025	

**BSCL, LLC**

104 4th Ave NW  
Mandan ND 58554

6-4-2025

Big Stick Cigar Lounge

104 4<sup>th</sup> Ave NW

Mandan, ND 58554

To the City of Mandan:

We wish to rescind our prior rental agreement with Fort Abraham Lincoln Foundation and sign a rental agreement with Mandan Touchdown Club.

Respectfully submitted,



---

Corey Schick

Big Stick Cigar Lounge - Member



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 6, 2025  
**SUBMITTING DEPARTMENT:** Engineering Department  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Riley McAdoo-Roesler, Assistant City Engineer  
**SUBJECT:** Construction contract to Strata to install curb and gutter along 19th Street

---

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

To consider and possibly award a construction contract to Strata to install curb and gutter along 19th Street

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

In 2020, a trail was constructed along 19th Street SE spanning from Fort Lincoln Elementary to Macedonia Ave SE. The construction of this trail created a new ditch between 19th St. and the trail. The grade of this ditch is unsuitable for routine maintenance. Therefore, the City, Mandan Park District, and Mandan School District teamed up to fix the issue. The engineering department created a plan and then gathered quotes to complete the planned work. Strata/Knife River had the lowest quote and will be the contractor for the work.

#### **ATTACHMENTS:**

1. 2025 Mandan 19th St Quote

#### **FISCAL IMPACT:**

The total project cost is \$81,960. An agreement has been made with the City, the Parks District and the School District to split this project cost three ways. The city's financial responsibility for this project is \$27,320. The Engineering department working with the Finance department are recommending a budget amendment to come from the sales tax fund.

#### **STAFF IMPACT:**

The Engineering Department will spend time working with the contractor and inspecting the work.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

To approve the contract award to Strata for the 19th Street Trail Phase 1 curb and gutter, and amend the 2025 budget from the sales tax fund for the amount of \$27,320 to complete the work.

**SUGGESTED MOTION:**

I move to approve the contract award to Strata for the 19th Street Trail Phase 1 curb and gutter, and amend the 2025 budget from the sales tax fund for the amount of \$27,320 to complete the work.



1771 W Cavalry Dr Bismarck ND 58504

**19th St Trail Concrete**

# Proposal

<b>Proposal Submitted to Address:</b>	<b>Phone:</b>	<b>Date:</b>
<b>City of Mandan</b>	701-667-3228	5/14/2025
Riley D. McAdoo-Roesler	<b>Fax:</b>	<b>Attention:</b>
205 2nd Ave NW		
Mandan, ND 58554	<b>Location</b>	<b>Email</b>
	19th St SE	<a href="mailto:riley.mcadooroerler@cityofmandan.cc">riley.mcadooroerler@cityofmandan.cc</a>
	Mandan, ND 58554	
<b>Strata Corporation is pleased to submit the following proposal based upon the info. we've received.</b>		

Description	Qty	Units	Unit Price	Total \$
Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
Asphalt Removal	148	SY	\$ 30.00	\$ 4,440.00
Excavation	44	CY	\$ 45.00	\$ 1,980.00
Blended Base	82	TON	\$ 100.00	\$ 8,200.00
Curb and Gutter	680	LF	\$ 68.00	\$ 46,240.00
Curb and Gutter Patching	26	TON	\$ 350.00	\$ 9,100.00
6" Valley Gutter	300	SF	\$ 25.00	\$ 7,500.00
PROJECT TOTAL =				\$ 81,960.00

Testing is not included and to be paid by City of Mandan if Needed

**NOTES:**

**A copy of this quote shall become Part of the Sub Contract. All Items above are Tied.**

If a performance and payment bond is required add \$9.00 per thousand

No testing or staking included (unless stated otherwise).

Proposal valid for **30 days** and on approved credit.

Additional work will be billed on a time and materials basis.

Payment due upon completion of project. All past due accounts assessed a service fee of 18% annually, or 1.5% monthly.

All material is guaranteed to be specified. All work to be completed in workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Proposal By: Clay Skar - Estimator

Cell No. 701-509-1263 Office No. 701-258-3925

Authorized Signature: 

**Acceptance of Proposal:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ X

Signature: \_\_\_\_\_ X





## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 6, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Consider a request for a minor plat for Bill Stein Addition.

---

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

Consider a request for a minor plat for Bill Stein Addition.

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

Bill & Joanelle Stein is requesting approval of a minor plat for Bill Stein Addition. The plat will create a lot for residential use. The property is located at 1401 12th Ave SE.

#### **Minor Plat**

The plat is .44 acres in size.

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

This property is zoned R7 - Residential. Properties to the north, west and south are also zoned R7 - Residential. Properties to the east are zoned R3.2 - Residential. 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 May 9, 2025.
- This item as a minor plat does not require notices.

#### **Staff Comments**

The remainder of the property not included in the plat would need further water/flood studies before it could be platted. There is not a requirement that this additional property has to be platted.

#### **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. The proposed plat is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
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. Location Map
2. Bill Stein Addition Final Plat

## **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 Bill Stein Addition.

## **SUGGESTED MOTION:**

I move to approve Bill Stein Addition.



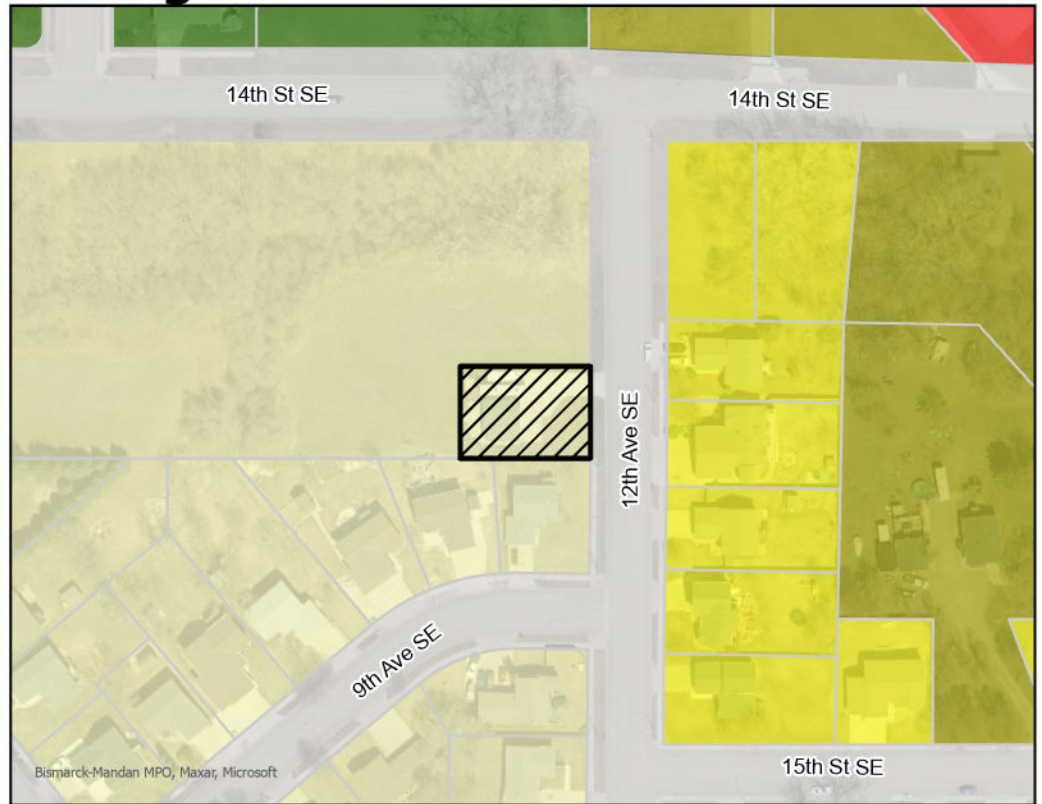
# Zoning and Future Land Use Reference Map

Bill Stein Addition

## Zoning Map Key

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

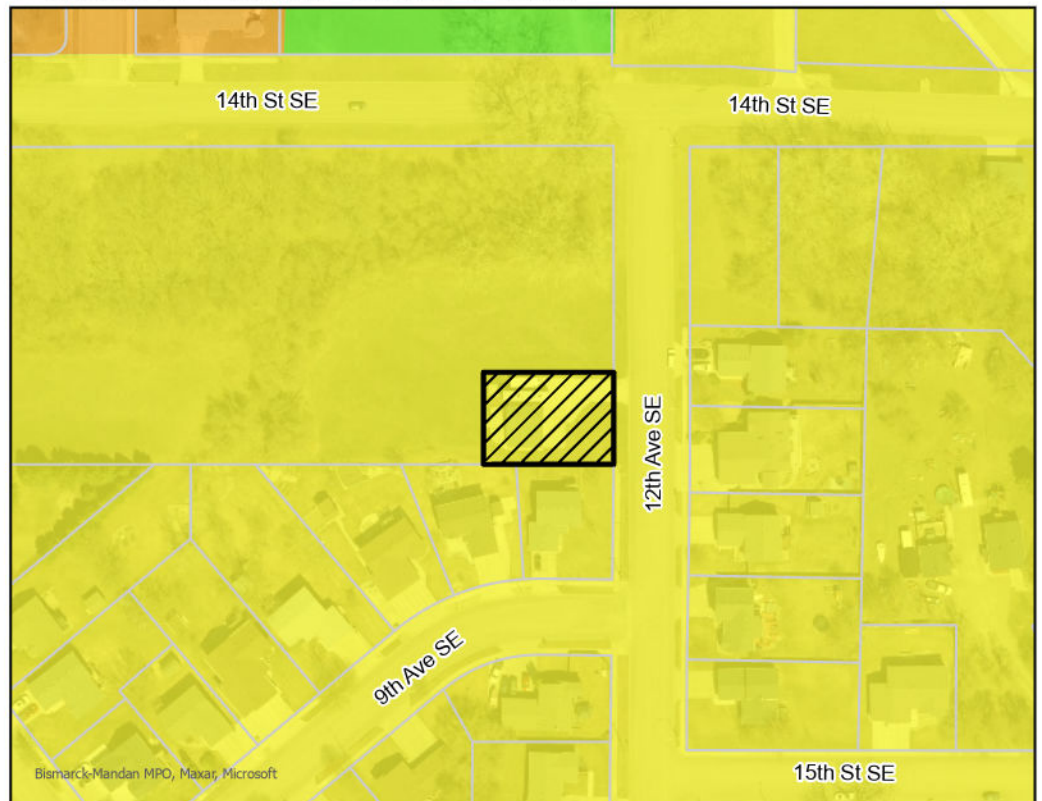
## Zoning



## Future Land Use Plan

### Future Land Use Plan Key

- |                              |
|------------------------------|
| Rural Residential            |
| Low Density Residential      |
| Medium Density Residential   |
| High Density Residential     |
| Commercial                   |
| Industrial                   |
| Public/Semi-Public           |
| Public Land                  |
| Park                         |
| Greenways                    |
| Open Space                   |
| Open Water                   |
| June '25 Planning Activities |

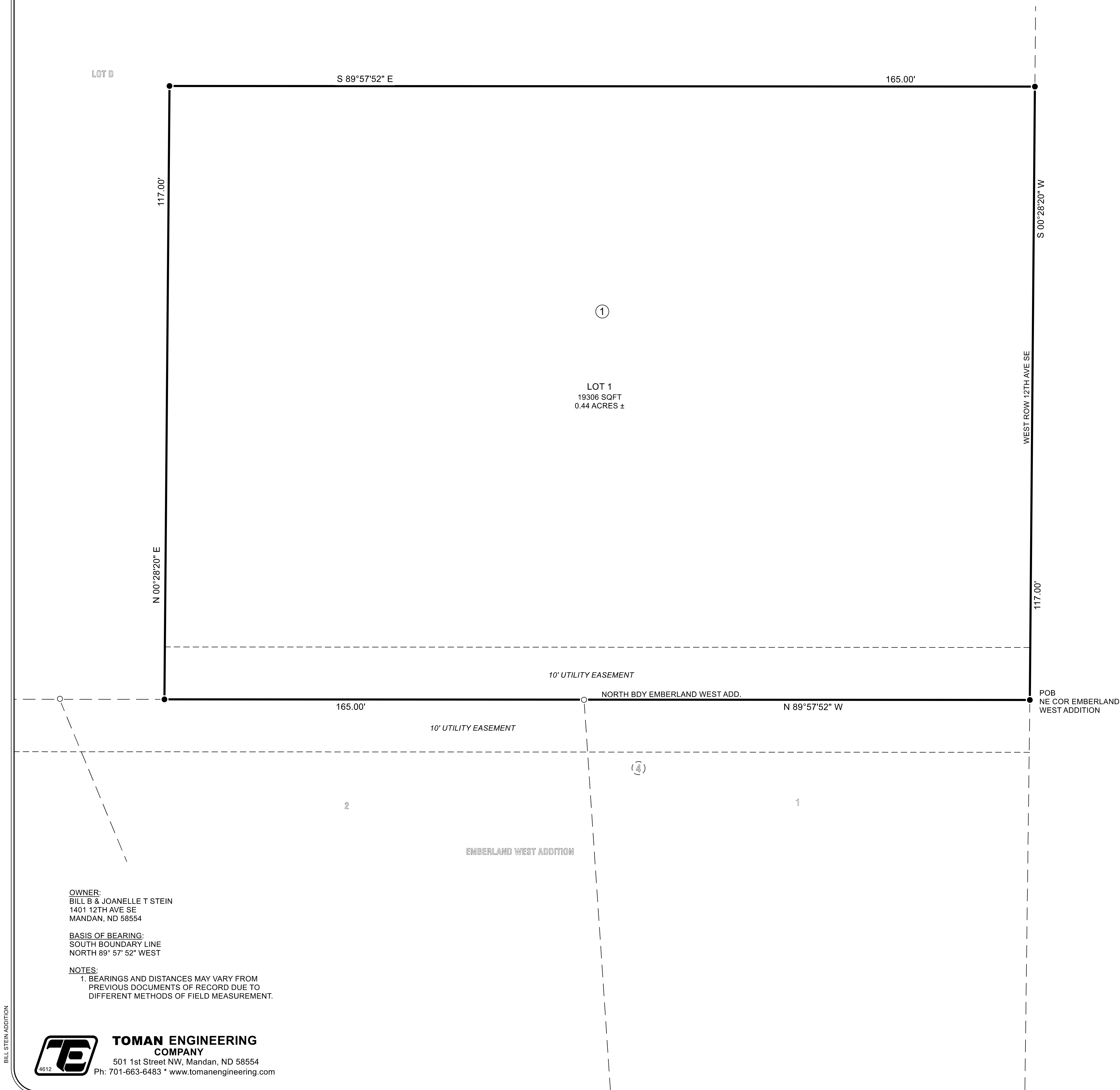


0 0.03 0.06 0.11 Miles

City of Mandan  
Planning Department  
6/3/25

# BILL STEIN ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA  
PART OF LOT D OF THE SW1/4 OF SECTION 35, T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



## DESCRIPTION OF PROPERTY

A TRACT OF LAND BEING A PART OF LOT D OF THE SW1/4 OF SECTION 35, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF EMBERLAND WEST ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE NORTH 89°57'52" WEST ALONG THE NORTH BOUNDARY LINE OF SAID EMBERLAND WEST ADDITION FOR 165.00 FEET; THENCE NORTH 00°28'20" EAST FOR 117.00 FEET; THENCE SOUTH 89°57'52" EAST FOR 165.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 12TH AVENUE SE; THENCE SOUTH 00°28'20" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR 117.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 19,306 SQFT, (0.44 ACRES), MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I, ANDRA MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 4623, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANDRA MARQUARDT, RLS 4623

## OWNER'S CERTIFICATE OF DEDICATION

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

BILL B. STEIN

JOANELLE T. STEIN

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS \_\_\_\_ DAY OF \_\_\_\_, 2025.

\_\_\_\_\_, NOTARY PUBLIC  
\_\_\_\_\_, COUNTY, \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

## APPROVAL OF BOARD OF CITY COMMISSIONERS

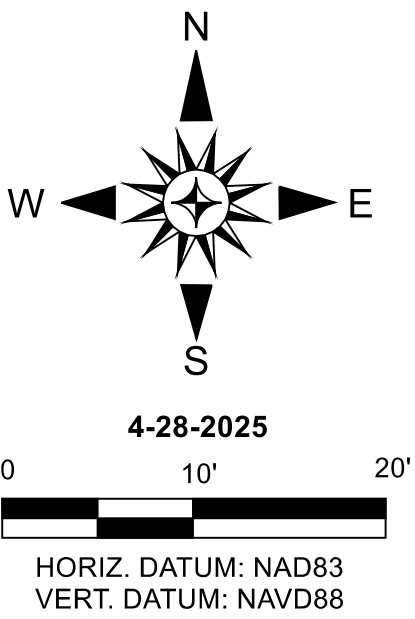
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON. FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS \_\_\_\_ DAY OF \_\_\_\_, 2025.

JIM NEUBAUER -  
CITY ADMINISTRATOR

JAMES FROELICH - PRESIDENT OF  
THE BOARD OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "BILL STEIN ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE



LEGEND	
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT



**TOMAN ENGINEERING  
COMPANY**  
501 1st Street NW, Mandan, ND 58554  
Ph: 701-663-6483 \* www.tomanengineering.com



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 10, 2025  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Shane O'Keefe  
**PRESENTER:** Shane O'Keefe, Public Works Director  
**SUBJECT:** Approval of contract with Heart River Correctional facility

---

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

Approval of contract with Heart River Correctional facility

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

This item pertains to the renewal of an ongoing two-year contract with the Heart River Correctional Facility. This is a routine continuation of an agreement we have utilized multiple times in the past. The contract provides access to inmate labor for craftsmanship and general work throughout the community. This partnership has been beneficial in supporting various maintenance and improvement projects across town.

#### **ATTACHMENTS:**

1. Women HRC Contract Agreement Number - CO0465

#### **FISCAL IMPACT:**

The City will compensate the service provider at a rate of \$7.25 per hour for labor performed under this contract. The total fiscal impact will vary depending on the number of hours utilized but is anticipated to remain within the allocated budget for this service area. Funding for this contract is included in the approved departmental budget and no additional appropriation is required at this time.

#### **STAFF IMPACT:**

This helps grounds maintenance and our landfill in various tasks.

#### **LEGAL REVIEW:**

City Commission

Agenda Documentation

June 17, 2025

Subject: Consider approval of a contract with the Heart River Correctional facility

Page 2 of 2

---

City attorney reviewed

**RECOMMENDATION:**

Public works recommends the Approval of contract with Heart River Correctional Facility

**SUGGESTED MOTION:**

I move to approve the contract with Heart River Correctional Facility



## Memorandum of Understanding

The parties to this Memorandum of Understanding (MOU) are the State of North Dakota, acting through its **DEPARTMENT OF CORRECTIONS AND REHABILITATION "DOCR"** and **City of Mandan** (MANDAN).

### 1. SCOPE OF SERVICE

The DOCR, through the HRCC, and MANDAN agree to the following:

#### A. HRCC RESPONSIBILITIES

- 1) Provide quality workmanship and services to the City of Mandan and its residents.
- 2) Respond to a work order request from MANDAN within seven (7) days upon receipt of the work order.
- 3) Warden or designee will approve work orders/projects at the established price listed under Paragraph 2, Compensation.
- 4) Provide sufficient safety equipment for HRCC residents.
- 5) Transport HRCC residents to and from work site established.
- 6) Provide sufficient supervision of HRCC residents at the work sites.
- 7) Assume responsibility for injury to HRCC residents while working for the City of Mandan.
- 8) Deposit funds received on this project for the benefit of HRCC residents and to pay HRCC residents compensation for working for the City of Mandan.

#### B. MANDAN RESPONSIBILITIES

- 1) Provide a supervisory coordinator who will issue a work order with the location, a picture of the proposed project before completion, and a picture of the project after completion.
- 2) Pay HRCC for the benefit of HRCC residents for work completed (see rates under Paragraph 2, Compensation).
- 3) Handle all communications between parties.
- 4) Provide necessary equipment for work orders/projects.

#### C. SHARED RESPONSIBILITIES

- 1) Comply with all state and federal laws pertaining to employment.
- 2) Communicate and cooperate to better fulfill each other's needs and requirements.

### 2. COMPENSATION

#### A. Contractual Amount

MANDAN will pay for the services provided by HRCC residents under this MOU at a rate of:

##### A. Mobilization Fee

\$15.00 mobilization fee for each project.

##### B. Hourly Rate

\$7.25 per hour for each HRCC resident working on approved project.

- C. MANDAN will send the DOCR a payment monthly for the services provided by the DOCR. All payments will be sent to the DOCR Business Office, PO Box 1898, Bismarck, ND 58502-1898.

### 3. TERM OF MOU

The term of this MOU begins on **August 01, 2025** and ends on **June 30, 2027**.

#### A. No Automatic Renewal

This MOU will not automatically renew.

#### B. Renewal Option

STATE may renew this MOU upon satisfactory completion of the Initial Term. STATE reserves the right to execute up to **0** options to renew this MOU under the same terms and conditions for a period of **0 months** each (Renewal Term).

#### C. Extension Option

STATE reserves the right to extend this MOU for an additional period of time, not to exceed **0**, beyond the current termination date of this MOU.

### TERMINATION

#### A. Termination for Convenience or by Mutual Agreement

This MOU may be terminated by STATE upon thirty (30) days' written notice to MANDAN. This MOU may be terminated by mutual consent of both Parties executed in writing.

**B. Early Termination in the Public Interest**

STATE is entering into this MOU for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this MOU ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to MANDAN, may terminate this MOU in whole or in part.

**C. Termination for Lack of Funding or Authority**

STATE by written notice to MANDAN, may terminate the whole or any part of this MOU under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this MOU or are no longer eligible for the funding proposed for payments authorized by this MOU.
3. If any license, permit, or certificate required by law or rule, or by the terms of this MOU, is for any reason denied, revoked, suspended, or not renewed.

Termination of this MOU under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**D. Termination for Cause**

STATE may terminate this MOU effective upon delivery of written notice to MANDAN, or any later date stated in the notice:

1. If MANDAN fails to provide services required by this MOU within the time specified or any extension agreed to by STATE; or
2. If MANDAN fails to perform any of the other provisions of this MOU, or so fails to pursue the work as to endanger performance of this MOU in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

**4. FORCE MAJEURE**

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If MANDAN is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then STATE may seek all available remedies, up to and including termination of this MOU pursuant to its Termination Section, and STATE shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

**5. SEVERABILITY**

If any term of this MOU is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the MOU did not contain that term.

**6. NOTICE**

All Notices or other communications required under this MOU must be given by email, registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

STATE	MANDAN
<i>Connie Hackman</i>	<i>City of Mandan</i>
<i>701 16th Avenue SW</i>	<i>205 2nd Avenue NW</i>
<i>Mandan, ND 58554</i>	<i>Mandan , ND 58554</i>
<i>Phone: 701-253-3609</i>	<i>Phone: 701-667-3215</i>
<i>Email: <a href="mailto:chackman@nd.gov">chackman@nd.gov</a></i>	<i>Email: <a href="mailto:jneubauer@cityofmandan.com">jneubauer@cityofmandan.com</a></i>

Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.



**7. SPOILIATION – NOTICE OF POTENTIAL CLAIMS**

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

**8. INDEMNITY**

MANDAN agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by MANDAN for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. MANDAN also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against MANDAN in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this MOU.

**9. INSURANCE**

The STATE and MANDAN each shall secure and keep in force during the term of this MOU, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

**10. CONFIDENTIALITY**

MANDAN shall not use or disclose any information it receives from STATE under this MOU that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this MOU or as authorized in advance by STATE. STATE shall not disclose any information it receives from MANDAN that MANDAN has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04. The duty of STATE and MANDAN to maintain confidentiality of information under this section continues beyond the term of this MOU, or any extensions or renewals of it.

**11. COMPLIANCE WITH PUBLIC RECORDS LAW**

Under the North Dakota public records law and subject to the Confidentiality clause of this MOU, certain records may be open to the public upon request.

Public records may include: (a) records STATE receives from MANDAN under this MOU, (b) records obtained by either Party under this MOU, and (c) records generated by either Party under this MOU.

MANDAN agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

**12. INDEPENDENT ENTITY**

MANDAN is an independent entity under this MOU and is not a state employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. MANDAN retains sole and absolute discretion in the manner and means of carrying out MANDAN'S activities and responsibilities under this MOU, except to the extent specified in this MOU.

**13. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

MANDAN agrees to comply with all applicable federal and state laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.) MANDAN agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums. MANDAN shall have and keep current at all times during the term of this MOU all licenses and permits required by law.

MANDAN is prohibited from boycotting Israel for the duration of this MOU. (See N.D.C.C § 54-44.4-15.) MANDAN represents that it does not and will not engage in a boycotting Israel during the term of this MOU. If STATE receives evidence that MANDAN boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to MOUs with a total value of less than \$100,000 or if MANDAN has fewer than ten (10) full-time employees.

MANDAN's failure to comply with this section may be deemed a material breach by MANDAN entitling STATE to terminate in accordance with the Termination for Cause section of this MOU.

14. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

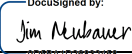
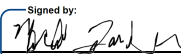
This MOU constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this MOU. This MOU may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

15. COUNTERPARTS

This MOU may be executed in multiple, identical counterparts, each of which is to be deemed an original, and all of which taken together shall constitute one and the same MOU.

16. EFFECTIVENESS OF MOU

This MOU is not effective until fully executed by both parties. If no start date is specified in the Term of MOU, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

MANDAN	STATE OF NORTH DAKOTA (STATE)
City of Mandan	Department of Corrections & Rehabilitation
Signature: <div><div>DocuSigned by:</div><div>3C5B8A1D26832436...</div></div>	Signature: <div><div>Signed by:</div><div>6E13BF418E26404...</div></div>
Name (Print): Jim Neubauer	Name (Print): Michele Zander
Title: City Administrator	Title: DOCR Chief Financial Officer
Date: 5/29/2025	Date: 5/29/2025



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 12, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Annual liquor license renewals

---

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

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

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

These are the final renewals for consideration for approval. Applications are reviewed by the Mandan Police Department. 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 on the establishment meeting all fire, health safety and building inspection codes and all property taxes being paid.

City Commission

Agenda Documentation

June 17, 2025

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

Page 2 of 2

---

RENEWALS

<b>License Holder Name</b>	<b>Class Type</b>	<b>Class Description</b>	<b>Fee Paid</b>
Lakewood Bar & Grill, LLC	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
Fraternal Order of Eagles Aerie 2451	Class B	Club On & Off Sale Beer and Liquor	\$ 3,720.00
BW-SS Inc dba Baymont Inn & Suites	Class C	Motel & Hotel On & Off Sale Beer and Liquor	\$ 3,850.00
Parkland USA Corporation dba Superpumper #80238	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
Parkland USA Corporation dba Superpumper #80152	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
Parkland USA Corporation dba Superpumper #80141	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
La Cantina ND LLC	Class E	Restaurant On Sale Beer and Liquor	\$ 2,630.00
Legendary Beverage LLC	Class Special B	Facilities On Sale Beer	\$ 380.00

NEW ISSUANCES

<b>License Holder Name</b>	<b>Class Type</b>	<b>Class Description</b>	<b>Fee Paid</b>
The Hide Away	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
East Main Investments LLC dba Silver Dollar Bar	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
Av8rs LLC dba Aviators Bar	Class E	Restaurant On Sale Beer and Liquor	\$ 2,630.00
Bayside, LLC	Class D	Exclusive Off Sale Beer and Liquor	\$ 4,100.00



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 12, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Class A, E & D liquor license issuances

---

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

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

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

In the attached file is a list of new issuances for liquor license applications - reviewed by the Mandan Police Department. There are no apparent issues.

#### **ATTACHMENTS:**

1. Liquor Licenses Ready for Approval

#### **FISCAL IMPACT:**

n/a

#### **STAFF IMPACT:**

Review & processing of the applications.

#### **LEGAL REVIEW:**

n/a

#### **RECOMMENDATION:**

Approve

#### **SUGGESTED MOTION:**

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

City Commission

Agenda Documentation

June 17, 2025

Subject: Consider the issuance of the Class A, E and D liquor licenses effective July 1, 2025

Page 2 of 2

---

inspection codes and all property taxes being paid.

RENEWALS

<b>License Holder Name</b>	<b>Class Type</b>	<b>Class Description</b>	<b>Fee Paid</b>
Lakewood Bar & Grill, LLC	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
Fraternal Order of Eagles Aerie 2451	Class B	Club On & Off Sale Beer and Liquor	\$ 3,720.00
BW-SS Inc dba Baymont Inn & Suites	Class C	Motel & Hotel On & Off Sale Beer and Liquor	\$ 3,850.00
Parkland USA Corporation dba Superpumper #80238	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
Parkland USA Corporation dba Superpumper #80152	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
Parkland USA Corporation dba Superpumper #80141	Class D1	Exclusive Off Sale Beer and Wine	\$ 820.00
La Cantina ND LLC	Class E	Restaurant On Sale Beer and Liquor	\$ 2,630.00
Legendary Beverage LLC	Class Special B	Facilities On Sale Beer	\$ 380.00

NEW ISSUANCES

<b>License Holder Name</b>	<b>Class Type</b>	<b>Class Description</b>	<b>Fee Paid</b>
The Hide Away	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
East Main Investments LLC dba Silver Dollar Bar	Class A	General Retail On & Off Sale Beer and Liquor	\$ 4,100.00
Av8rs LLC dba Aviators Bar	Class E	Restaurant On Sale Beer and Liquor	\$ 2,630.00
Bayside, LLC	Class D	Exclusive Off Sale Beer and Liquor	\$ 4,100.00





## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** May 27, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Brenda Nagel  
**SUBJECT:** Bismarck Mandan Chamber EDC Update

---

**STATEMENT/PURPOSE:**

To receive an update on the activities of the Bismarck Mandan Chamber EDC

**BACKGROUND/ALTERNATIVES:**

n/a

**ATTACHMENTS:**

1. BMCEDC City of Mandan Update June 17

**FISCAL IMPACT:**

n/a

**STAFF IMPACT:**

n/a

**LEGAL REVIEW:**

n/a

**RECOMMENDATION:**

None needed

**SUGGESTED MOTION:**

n/a



Spring 2025  
**UPDATE**



# **BISMARCK MANDAN** **CHAMBER | EDC**

**MOVING BUSINESS FORWARD**

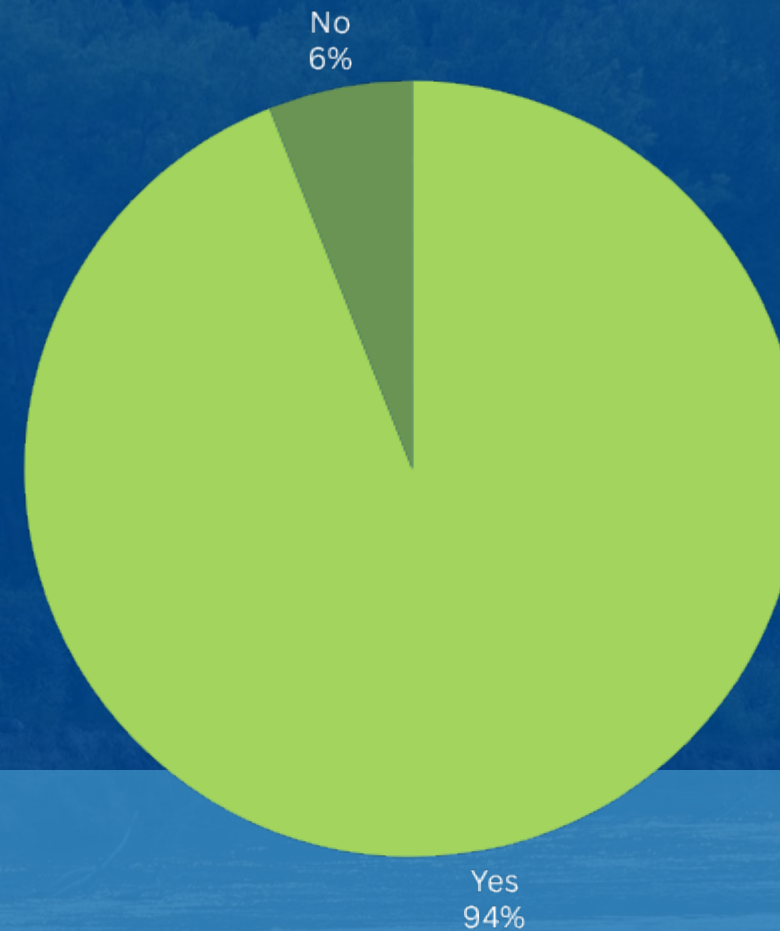


# WORKFORCE DEVELOPMENT

## Internship Network

94%

Felt they learned more and  
become more connected with the  
community through these events



2025 Season Kick-off  
Scheduled for June 11th

## Welcome Initiative

19.6k

Facebook Page Views Since  
May 1st



Kicked-off with a  
press conference  
on May 1st





# WORKFORCE PROGRAMS

## EDUCATOR EXPERIENCE

LEARN DIRECTLY FROM EMPLOYERS  
IN OUR COMMUNITY



ENGINEERING



ARCHITECTURE



HEALTHCARE



MEDIA &  
COMMS



CRIMINAL  
JUSTICE

+ MORE

**24** EDUCATORS



LEADERSHIP

BISMARCK-MANDAN

### The Rewind

A podcast centered around local retired individuals with the goal learning more about that population and find opportunities for them.

### Welcome to Bismarck Sign

Remove and replace current signs to better welcome individuals to the community.

### Paw Patrol

Obtain a therapy K9 for Bismarck Police Department to help community members and their relationship with law enforcement.

## TALENT ATTRACTION

**+28.6%**

**MakeYourMarkBisMan.com**

Page Views  
(Q1 2024 v Q1 2025)

### TOP STATES

1. North Dakota
2. Virginia
3. Minnesota
4. Texas
5. Colorado



# BUSINESS ATTRACTION & DEVELOPMENT

## EPIC

(Energy Progress & Innovation Conference)

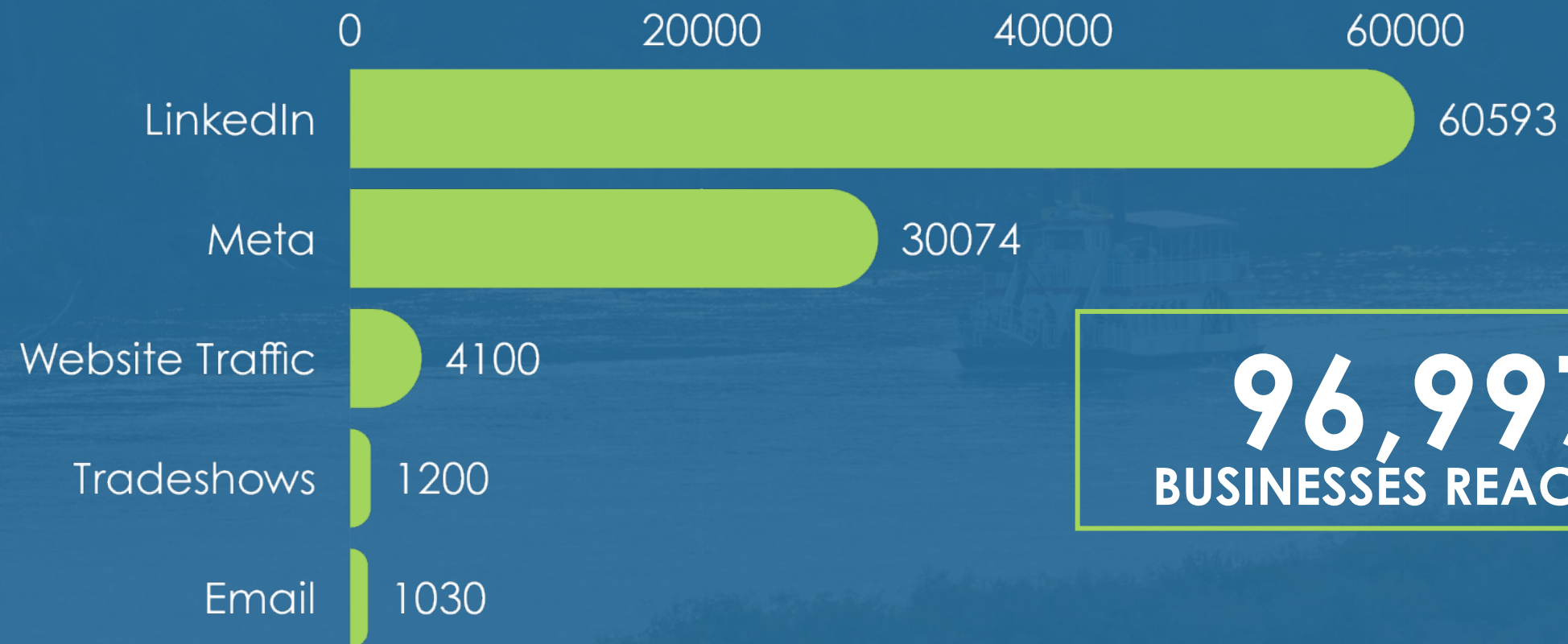


Connected with over  
**1,000 attendees** and  
**200 exhibitors.**

## BUSINESS BOOTCAMP

MULTI-STAGE DEVELOPMENTAL PROGRAM IS BUILT TO GUIDE PARTICIPANTS THROUGH THE COMPLETE PROCESS OF STARTING A BUSINESS

## MARKETING EFFORTS | Q1 2025



**96,997**  
BUSINESSES REACHED





**BISMARCK MANDAN**  
CHAMBER | EDC



**Brenda Nagel**  
President | CEO



**Nathan Schneider**  
VP of Economic Development



**Summer Sturm**  
Workforce Development



**Noah Vroman**  
Business Development

***Thank you for helping us Move Business  
Forward***





## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 9, 2025  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Madison Cermak  
**PRESENTER:** Madison Cermak, Business Development & Communications Director  
**SUBJECT:** Consider providing a \$15,000 prize for the 2025 Business Pitch Challenge

---

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

Consider a Mandan Growth Fund (MGF) recommendation to provide a \$15,000 prize, in the form of a forgivable loan, for the 2025 Business Pitch Challenge

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

The goal of the Mandan Business Pitch Challenge is to support entrepreneurs who are seeking to launch or expand businesses in this community. Individuals with an early-stage or recently established business are encouraged to apply. A selection committee composed of professionals from the Mandan area reviews all applications and selects four finalists. Finalists are evaluated by the selection committee based on a range of criteria, including, but not limited to, research, innovativeness, market fit, impact on Mandan, scalability and planned use of prize money. Finalists who advance past the selection committee phase spend the subsequent two months refining their business plans and preparing their final presentations. On pitch night, a panel of judges evaluates the finalists using the criteria above, as well as the following:

- Presentation Delivery — the clarity, logic, and effectiveness of the presentation, including the use of visuals
- Q&A Performance — the ability to answer questions with clarity, depth, and expertise
- Bankability — ultimately, whether the concept is bankable or investable. Would you approve a loan for the business? Would you invest your own money in it?

**Current Funding Structure and Proposed Changes:** In the past, only the Business Pitch Challenge winner was eligible to receive a forgivable loan from the Mandan Growth Fund:

- \$10,000 if the winner's business was open and operable in a commercial location in Mandan or the surrounding 10-mile radius in Morton County by Jan 1, 2026.

Subject: Consider a Mandan Growth Fund recommendation to provide a \$15,000 prize, in the form of a forgivable loan, for the 2025 Business Pitch Challenge

Page 2 of 3

---

- \$5,000 if the winner's business was open and operable in a residential property in Mandan or a 10-mile radius in Morton County by Jan 1, 2026.

The Bismarck-Mandan Chamber EDC & City of Mandan Business Development Department propose increasing the total available Growth Fund award to \$15,000, to allow for broader support of entrepreneurial efforts.

- The first-place winner would receive the same \$10,000 (or \$5,000).
- The second-place winner would receive \$3,000.
- The third-place winner would receive \$2,000.

Effect: We believe that the additional amount will either: A: Promote prize equity by recognizing multiple high-performing businesses, not just the first-place winner. B: Adjust the MBPC award structure to better reflect inflation since the program's inception almost a decade ago.

**ATTACHMENTS:**

None

**FISCAL IMPACT:**

Approval of this request would take the Growth Fund uncommitted balance for Economic Development projects from \$26,187.60 to \$11,187.60.

**STAFF IMPACT:**

Minimal. City staff assist with the Bismarck Mandan Chamber EDC staff with the Business Pitch Challenge.

**LEGAL REVIEW:**

Attorney Oster will review the required documents.

**RECOMMENDATION:**

The MGF voted 7-0 (2 absent) to recommend providing a total of \$15,000 to be split as follows: the first-place winner would receive \$10,000, the second-place winner would receive \$3,000, and the third-place winner would receive \$2,000, all in the form of a forgivable loan, for the 2025 Business Pitch Challenge.

**SUGGESTED MOTION:**

I move to recommend providing a total of \$15,000 to be split as follows: the first-place winner would receive \$10,000, the second-place winner would receive \$3,000, and the third-place winner would receive \$2,000, all in the form of a forgivable loan, for the 2025 Business Pitch Challenge.



City Commission

Agenda Documentation

June 17, 2025

Subject: Consider a Mandan Growth Fund recommendation to provide a \$15,000 prize, in the form of a forgivable loan, for the 2025 Business Pitch Challenge

Page 3 of 3

---



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 12, 2025  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Mandan Heritage Art Alley Project

---

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

To consider a request to provide matching funds for the Mandan Heritage Art Alley Project.

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

The Mandan Heritage Art Alley Project aims to transform an underutilized downtown alleyway into a vibrant public space featuring large-scale murals. This initiative will enhance the visual appeal of downtown Mandan, promote cultural tourism, and support community engagement through public art. The alley is located adjacent to over 10 local businesses and lies near key community gathering spots, including Dykshoorn Park, making it highly visible and well-positioned to attract pedestrian activity.

#### **Nature of the Request: Size and Scope**

- Scope: Install up to 15 large-scale public murals over multiple phases.
- Current Phase (Phase 2): Add additional murals to the project, continuing momentum from Phase 1.
- Budget Request: Up to \$35,000 from the Mandan Visitors Fund.
- Purpose of Funds:
  - Fulfill a 1:1 cost-share match for a \$35,000 grant recently awarded by the Northern Plains National Heritage Area.
  - Support the creation of up to 4 new murals.
  - Cover artist stipends, materials, equipment rentals, and coordination costs.
  - Sustain community energy and organizational momentum from Phase 1.

#### **Benefit to the Community**

- Supports the Mandan Visitors Fund mission by:
- Enhancing downtown aesthetics.
- Encouraging year-round tourism.
- Activating underutilized public space.
- Responds to community and artist demand for more public art.
- Improves alley conditions, addressing concerns raised by nearby businessowners.
- Encourages foot traffic and events in a central, walkable location.
- Leverages current project support to reduce long-term costs and delays.

## **Compliance**

- All murals will comply with City of Mandan codes and public art requirements.
- Project was approved by the City Commission on February 18, 2025, which included acceptance of a \$35,000 NPNHA grant and \$5,000 contribution from the Fort Abraham Lincoln Foundation.

## **Key Partners and Contacts**

- Northern Plains National Heritage Area
  - Molly McLain, Lacey Heid, Aaron Barth
- Fort Abraham Lincoln Foundation
  - Grant Sundquist
- Downtown Businessowners
  - All mural sites secured with signed property owner permission forms
- City Staff Support
  - Andrew Stromme, City Planner

- Art Alley Project Team
  - Composed of local artists, businessowners, nonprofit partners, and heritage advocates

### Other Funds Committed

- \$35,000: Northern Plains National Heritage Area grant (secured; requires 1:1 match)
- \$5,000: Fort Abraham Lincoln Foundation (secured)
- Pending: Dakota West Arts Council and North Dakota Council on the Arts (for polytab mural training and participatory components)

*Note: The full \$35,000 Visitors Fund request may not be required, depending on the amount awarded from pending sources. The request is structured as “up to \$35,000” to allow flexibility to fulfill the required match. The project team intends to “prioritize” the pending grants (spend them first!)*

### Project Timeline

- Spring 2025: Artist selection and site prep
- Summer 2025: Mural installations
- Fall 2025: Project completion

Delays in securing additional funding may push the project beyond 2025 and risk losing current alignment of resources and personnel.

Purpose: To fulfill the local match requirement and fund mural creation and installation logistics.

Category	Estimated Cost
Artist Design Development (all murals)	\$2,500
15 Murals (including one polytab)*	\$45,000
Materials (paint, brushes, sealants)	\$15,000
Lift Rental (including delivery/pickup)	\$1,750+
Certificate of Insurance (COI)	Required (cost TBD)
Surface Priming, Prep & Crack Repair	\$10,000

Project Signage	\$4,500
Total Estimated Project Cost	\$78,750

**Evidence of Matching Funds**

- City Commission approved the project and associated grants on February 18, 2025.
- NPNHA and Fort Abraham Lincoln Foundation funds are secured.
- Additional funding sources are pending, potentially reducing the total Visitors Fund contribution required.

**Amount Already Secured Breakdown:**

- Northern Plains Heritage Foundation: \$35,000
- Fort Abraham Lincoln Foundation: \$5,000
- North Dakota Council on the Arts: \$2,000
- Bismarck Professional Women Public Art Fund via Dakota West Arts Council: \$2,500

**\$35,000: Proposed amount requested from Mandan Visitors Committee**

\$79,500: Subtotal (if secured) FALF and NPHF will find remaining contingency funding if and when needed (through additional sponsorships, etc).

**ATTACHMENTS:**

1. Mandan Art Alley 2025\_1st Round of Voting copy

**FISCAL IMPACT:**

Up to \$35,000. There are adequate funds within the Visitors Fund to consider this request.

**STAFF IMPACT:**

minimal

**LEGAL REVIEW:**

Will be submitted to Attorney Oster for review.

**RECOMMENDATION:**

The Mandan Visitors Committee recommended approval (4-0 one absent) of authorizing up to \$35,000 for the Mandan Art Alley project.

**SUGGESTED MOTION:**

I move to approve the Mandan Visitors Committee recommendation (4-0 one absent) for the authorization up to \$35,000 for the Mandan Art Alley project.

# Mandan Art Alley 2025

First Round of Voting Results  
19 May 2025

## **Artists with 6 Votes**

Nicole Gagner

Paul Noot

Local Women Team

Andrea Falcon

## **Artists with 5 Votes**

Mel Gordon

Viktoriia Lyubchencko

Linda Roesch

Emily Murphy

Danielle Molinaro

## **Artists with 4 Votes**

Lynae Hanson & Maddie

Liz White

## **Artists with 3 Votes**

Jessica Wachter\*

Crystal Tretbar

Elizabeth Fuehrer

Richard Loewen

**Highlight** indicates Mandan resident or studio space\*.



**Nicole Gagner  
Paul Noot  
Local Women Team  
Andrea Falcon**

# Artists with Six Votes

# Nicole Gagner

Previous Mural



**Location:** Bismarck

**Medium:** Polytab or Latex

**Note:** Polytab & Mural Experience

---

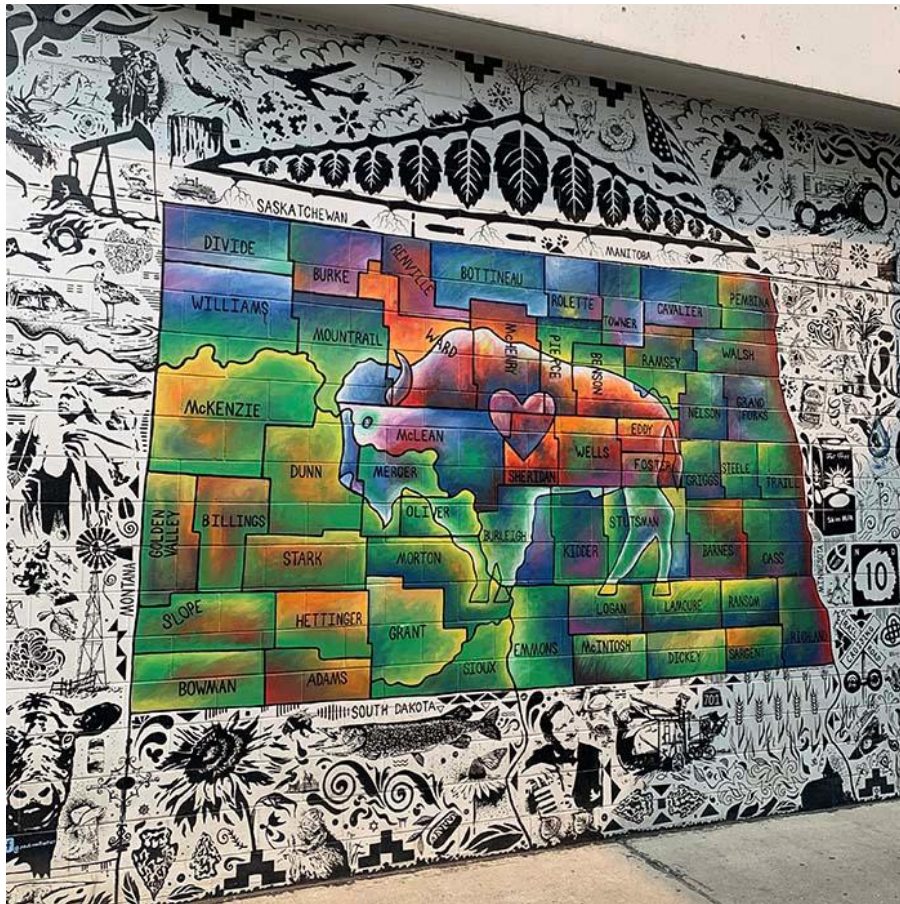
I would like to reference important cultural foods and folk art traditions of the area, including: native foods both farmed and foraged, seeds saved and brought by immigrants, and beading, quilting and embroidery traditions. I would also like to incorporate a nod to weather oral narratives and seasonal traditions- although these could end up being edited and simplified for space and clarity- but this is where I will be looking for inspiration!

---

Ideally I would LOVE to do a community polytab mural installation that could be painted with the community offsite. This will make my timeline and installation flexible. The method is more labor and material intensive but also lasts longer than direct mural painting and lets community members of any ability get involved without needing to be able to stand in an alley on ladders, so I believe is worth it on a few levels.

# Paul Noot

Previous Mural



**Location:** Bismarck

**Medium:** Acrylic Exterior

**Note:** Mural Experience

I would like to create a piece that depicts indigenous and settlers in harmony with the land. It will emphasize the deep agriculture and spiritual connections both indigenous peoples and pioneer settlers had with the land. I will use visual motifs like river currents, crow rows, trees, native perennials and crops. The idea is still in the brainstorming stage but I want to depict the the original farmers of the prairie and a pioneer farmer with horse drawn plow.



# Local Women Team: April, Melanie, Shawna

**Location:** Bismarck

**Medium:** House Paint

**Note:** Mural Experience

Mural Idea Sketch



## Returning to One

Indigenous women have always been the backbone of our communities and have always played a crucial role in the conservation and transmission of ancestral traditional knowledge. This mural serves as a powerful tool for storytelling, preserving traditions, establishing pathways toward healing, and creating connections between past and present. It is a reminder of the interconnected relationship we hold with nature, spirituality, our families and communities. We hope this piece provides a deeper understanding to who we are as life givers, care takers, and stewards, may it be a place for young & vulnerable women to gather, reflect, and remember who they are.

# Andrea Falcon

**Location:** Bismarck

**Medium:** Paint

**Note:** Mural Experience

Previous Mural



Inspiration Photo



This mural I envision would use native North Dakota plant life as powerful visual metaphors for the women who have shaped the state's history. Rather than depicting portraits, each plant would represent the qualities, struggles, and contributions of historical and contemporary North Dakota women—resilience, wisdom, healing, and leadership. Species such as the purple coneflower, wild prairie rose, yarrow, and blanket flowers are intentionally chosen for their ecological significance and symbolic resonance. These plants rise, root, and intertwine across the mural, echoing the unseen but essential roles women have played in community-building and cultural preservation.

The design invites viewers to connect with both the natural world and the often-overlooked stories of women through layered meaning and vibrant imagery. By merging environmental and social history, the mural serves as a living tribute—celebrating feminine strength through the language of the prairie.

**Mel Gordon**  
**Viktoriia Lyubchencko**  
**Linda Roesch**  
**Emily Murphy**  
**Danielle Molinaro**

# Artists with 5 Votes



# Melissa Gordon

**Location:** Bismarck

**Medium:** Latex Paint

**Note:** Mural Experience



Previous Mural

Mural Idea Sketch



The railroad industry was critical to area development in the 1800's and has been an integral part of Mandan ever since. The North Dakota State Railroad Museum is located in Mandan and the depot built in 1882 was described as the finest west of St. Paul. My concept for a mural in Mandan would feature locomotives over the years that serviced the area and the historic train bridge that connects the east and west sides of the state at the Missouri River which allowed the energy and agriculture industries to thrive.

# Viktoriia Lyubchencko

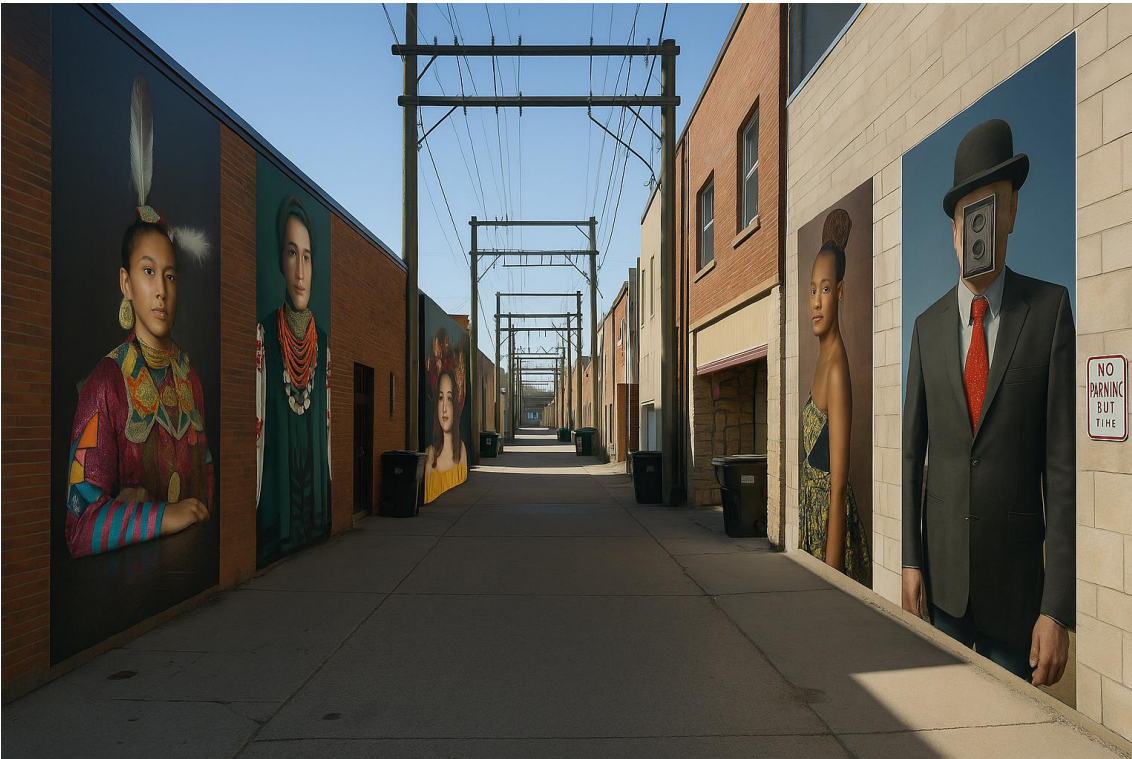
**Location:** Mandan

**Medium:** TBD

**Note:** LIVES IN MANDAN!

Printed/Mounted Photo(s)?

## Mural Idea Sketch



**Mural Concept: "Portraits of Unspoken Truths"**  
This mural will be a celebration of cultural identity, quiet strength, and human dignity through a series of symbolic, minimalistic portraits. Drawing from my fine art photography series, each face will represent a different cultural voice — Indigenous, African-American, Ukrainian, Asian-American — captured in a moment of stillness that speaks volumes.

Rather than loud color or motion, the mural will use soft light, earthy tones, and centered, iconic composition to create a peaceful but powerful presence on the wall. These portraits are not about performance — they are about being.

The goal is to invite the viewer into a moment of reflection, to feel seen, or to see others with new attention and respect. The mural honors the stories that live inside us and connects the past with the present through a shared visual language of grace, identity, and resilience. This concept fits beautifully within Mandan's vision: honoring tradition, celebrating diversity, and offering a future-facing message through art.



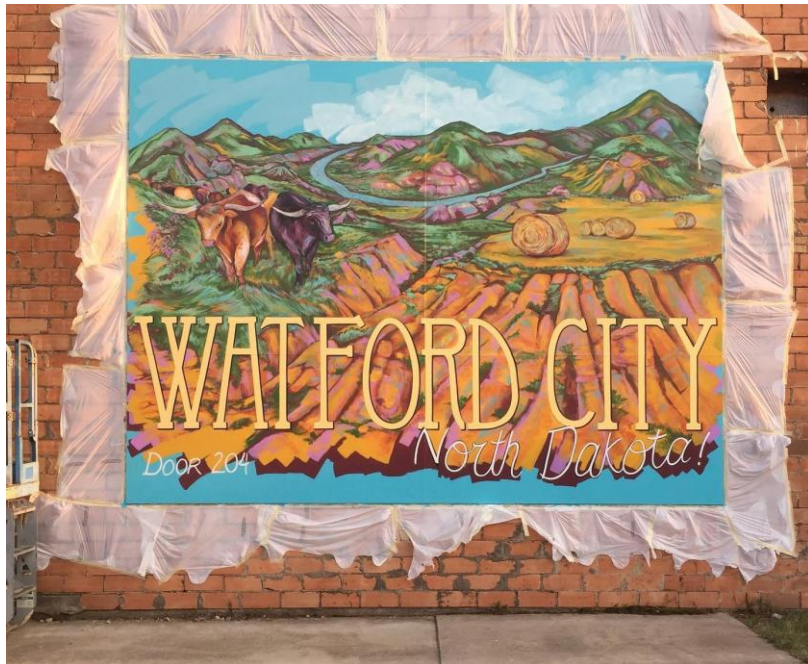
# Linda Roesch

**Location:** Wimbledon

**Medium:** Spray Paint & Acrylic

**Note:** Mural Experience

Previous Mural



Mural Idea Sketch



My idea is to create a mural that is inspired by North Dakota postage stamps and utilizing local landmarks or animals native to the state. My style falls somewhere between pop art and modern impressionism, and I utilize spray paint underpainting with acrylic or latex paint for details. I am not local to Mandan but have assisted with murals in Bismarck over the past few years, and would consult with the mural committee and folks with knowledge of local history and lore to create something special for the community!

# Emily Murphy

**Location:** Bismarck

**Medium:** Outdoor Acrylic

**Note:** Vision Board Confusion



Previous Mural

Mural Idea Sketch?? Might be Liz White's?



My mural idea is a prairie landscape with a wide open, blue, North Dakota sky. A historic one room school house is the focal point. The school house is surrounded by many different native wildflowers in North Dakota. There is a garden with foods commonly grown in North Dakota. The colors for the scene are soft and muted to suit the North Dakota landscape with pops of color and interest from the flowers surrounding the school house and the garden full of fruits and vegetables. The painting evokes a memory of North Dakota scattered with empty and mysterious one room school houses as well as the natural beauty of the prairie.



# Danielle Molinaro

**Location:** Mandan

**Medium:** TBD

**Note:** LIVES IN MANDAN!

Discussion about military fort imagery.



Previous Artwork

**I propose** a large-scale landscape mural inspired by North Dakota's terrain, viewed from a bird's-eye perspective based on drone footage captured by my team. The composition will blend rolling hills, buttes, the Missouri River, and landmarks like the lodges at Fort Lincoln State Park into a flowing, surreal interpretation of the land.

Rather than a photorealistic recreation, this mural will merge natural and architectural elements into a dreamlike composition, emphasizing movement, depth, and atmosphere. I will incorporate bold, striking colors—sunset oranges, warm autumn hues, and rich earth tones—beyond traditional greens and blues, adding vibrancy and contrast. My gestural painting technique will create an interconnected scene, guiding the viewer through layered horizons, dynamic cloud formations, and textured grasses.

If selected, I look forward to refining the details in collaboration with the community!



Inspiration Photos

**Lynae & Maddie  
Liz White**

# Artists with 4 Votes

# Lynae & Maddie

**Location:** Bismarck

**Medium:** Latex Paint

**Note:** Mural Experience

Previous Artwork



My name is Lynae Hanson, and I am a born and raised North Dakotan of German Dutch descent. My paternal GREAT grandparents were first generation settlers. My husband is 100% Norwegian whose GRANDparents were first generation settlers.

My great grandma worked as a cook for the railroad, as it was built across America. She traveled along with the crew, cooking and feeding them, until it reached North Dakota. She settled in Mohall, ND, where she opened a restaurant, and that's where my family began.

My daughter, Madelyn Monzelowsky, and I are both artists. The Mandan mural would be a great way for us to tell the story of thousands of settlers who came to North Dakota, following the railroad, as shown in this document.

We would love to illustrate this amazing story of how North Dakota was settled through images of a beautiful steam train as the centerpiece, as well as tracks through a North Dakota landscape, and references to German/Dutch/Norwegian settlers. We feel this tie to our heritage, the tracks, train, the landscape and people fits perfectly with your "Waves of Immigration and Cultural Convergence" theme, and our shared history of migration and perseverance.



# Liz White

**Location:** Sturgis, South Dakota

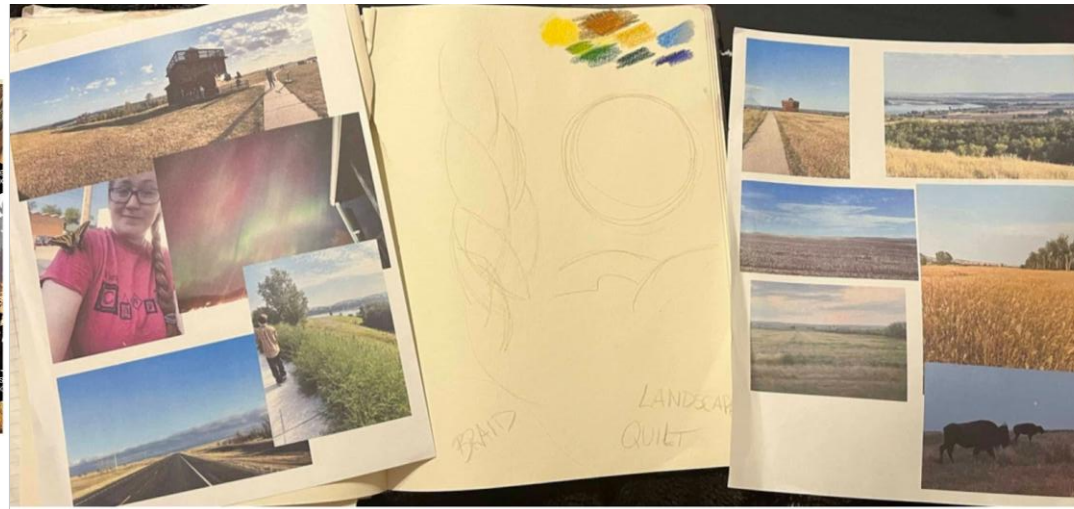
**Medium:** Acrylic Latex Exterior

**Note:** Vision Board Confusion.  
Mural Experience

Previous Mural



Mural Idea Sketch?? Might be Liz White's?



My vision for this mural centers around the idea of a braid as a connecting feature between cultures and heritages. Braids have been used in hairstyles by people throughout history and across vastly different cultures. I feel like it connects many people. I would like to integrate scenes within the sections of the braid and surrounding it. The sections would be a variety of landscapes and features specific to Mandan, its people, its histories, as well as nature. I also would like to use a quilt motif in some of the design aspects. My proposed color palette largely comes from North Dakota landscapes.

**Jessica Wachter  
Crystal Tretbar  
Elizabeth Fuehrer  
Richard Loewen**

# Artists with 3 Votes

# Jessica Wachter

**Location:** Bismarck

**\*Studio in Mandan**

**Medium:** Outdoor Paint



Previous Artwork

## Inspiration Images



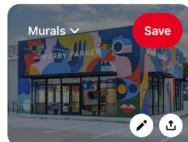
Victoria Sieczka - Artist and...



Register - Login



Vitrine Metz | Devisu...



Murals



Save



gallery | Erin Miller Wray



☆



☆



Murals — Ashley Mary

☆



Artist Alex Proba Isn't Afraid...

domino magazine



Erin Miller Wray

As an artist based in Mandan, I want this mural to be a vibrant tribute to the place I call home—a reflection of the spirit, resilience, and stories of this community. My vision is to create an abstract composition full of layered textures and bold colors that speak to the energy and movement of Mandan's past, present, and future. It's more than just paint on a wall—it's a gesture of communion with the people who live here, a way to honor our shared roots and spark new connections through art. I hope it becomes a space where everyone can see a piece of themselves reflected. I know I haven't created one before but I have done large canvas like a mural and I would love the opportunity to take that to the streets now. So similar yet totally different challenge would be a fun and to leave a lasting mark in my community!



# Crystal Tretbar

**Location:** Mandan

**Medium:** Acrylic

**Note:** LIVES IN MANDAN!

Mural Experience.

Tie-in with importance of star quilt with MHA Nation --- is this person an MHA member?



## Mural Idea

My initial idea was a very large North Star pattern, I'm talking like 6-8 feet square. Eye catching from both a distance and up close. (The north star pattern because it's both important to MHA and is a popular quilt pattern which has nostalgia.) To incorporate the themes requested, there would be subtle images within the colors using variations of the same color. Whether it's repeated patterns around the star or each point of the star having it's own theme within the matching colors of the whole is tbd.



Previous Mural

# Elizabeth Fuehrer

**Location:** Mandan

**Medium:** Paint

**Note:** LIVES IN MANDAN!

Mural Experience



Inspiration Photos



Previous Mural



I want to capture the light, shadows, trees and layers of a view driving south on highway 6 in a vibrant and abstract way. This view is what I think of when I think of Mandan, I grew up driving past it and I have never been able to capture it in photo but I am excited about the possibility of painting it!



# Richard Loewen

**Location:** Bismarck

**Medium:** Latex Acrylic

**Note:** Objective art would be new – ask Andrea Falcon (reference)



Previous Artwork



I have a strong desire to create something new in my style of discovery through process; however, could provide an accepted color pallet or previous design for proof approval.



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 5, 2025  
**SUBMITTING DEPARTMENT:** Fire  
**DEPARTMENT DIRECTOR:** Mitch Bitz  
**PRESENTER:** Mitch Bitz, Fire Chief  
**SUBJECT:** Consider applying for the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) grant.

---

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

Consider applying for the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) grant.

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

I respectfully request approval from the City Commission for the Mandan Fire Department to apply for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through DHS. This grant opportunity is intended to help departments increase or maintain the number of trained, "front line" firefighters available in communities.

The SAFER Grant would allow us to bolster our staffing levels in response to the increasing service demands within the city. The current grant cycle offers funding for salary and benefits over a three-year period, an excellent opportunity to address our personnel needs without placing an immediate financial burden on the city. We have worked with our Finance Department and Administration and recommend submitting an application for 6 additional firefighters. This hiring is in alignment with the strategic and long-term goals of the department and, if awarded, we have the financial wherewithal to sustain the local cost share throughout our ten-year planning cycle.

In short, the SAFER grant is structured as follows :

- Years 1 & 2: SAFER covers up to 75% of a firefighter's usual annual cost.
- Year 3: SAFER covers up to 35%.
- Year 4 & Beyond: City incurs all expenses

We would like to point out that with the hiring of the six additional firefighters, we would also need to promote/hire three additional shift captains to ensure we maintain an adequate span of control for our personnel. The annual additional cost of a shift captain is approximately \$7K per fire captain. The additional compensation is not eligible for grant reimbursement.

Thank you for your continued support of public safety in Mandan.

**ATTACHMENTS:**

1. fema\_gpd\_safer-fact-sheet\_fy24

**FISCAL IMPACT:**

Year 1:

City share of 6 Firefighters - \$133,501    Federal share of 6 Firefighters - \$400,504

Year 2:

City share of 6 Firefighters - \$156,128    Federal share of 6 Firefighters - \$400,504

Year 3:

City share of 6 Firefighters - \$393,725    Federal share of 6 Firefighters - \$186,901

**Total Grant Project \$1,671,263**

(Total 3 year City of Mandan cost share: \$683,354)

(Total 3 year Federal participation: \$987,909)

\*Additional local fiscal impact of Captain promotions as a result of the hiring:  
Approximately \$21K annually (not part of the grant project)

\*Cost includes salaries and benefits

**STAFF IMPACT:**

Staff will continue to work with Human Resources and Finance to submit the grant application information.

**LEGAL REVIEW:**

Attorney Oster's Office has reviewed this information.

**RECOMMENDATION:**

To allow staff to apply for DHS SAFER grant to hire 6 additional firefighters.

**SUGGESTED MOTION:**

City Commission

Agenda Documentation

June 17, 2025

Subject: Consider applying for the Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) grant

Page 3 of 3

---

I move to allow staff to apply for the DHS SAFER grant to hire 6 additional firefighters.

# FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program

---

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program will make available \$324 million to fire departments and volunteer firefighter interest organizations to assist fire departments in increasing the number of frontline firefighters.

## Overview

The FY 2024 SAFER Program is one of three grant programs that constitute the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and related hazards. Since FY 2005, the SAFER Program has awarded approximately \$5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). The FY 2024 SAFER Program will award another \$324 million to an estimated 300 eligible fire departments and volunteer firefighter interest organizations to assist fire departments in increasing the number of firefighters to meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards. For more information, see pages 6 - 14 of the FY 2024 SAFER Program Notice of Funding Opportunity (NOFO).

## Purpose

The purpose of the SAFER Program is to award grants directly to eligible fire departments and volunteer firefighter interest organizations to assist local fire departments with staffing and deployment capabilities to respond to emergencies. Using a competitive process that is informed by fire service subject-matter experts, grants are awarded to applicants whose requests best address the priorities of the SAFER Program.

## Funding

The DHS Appropriations Act, 2024 (Pub. L. No. 118-47) appropriated \$324 million to carry out the activities of the SAFER Program. The statute, 15 U.S.C. § 2229a, authorizes the SAFER Program to make competitive grants to fire departments and national, state, local, federally recognized tribal, and non-profit interest organizations representing the interests of volunteer firefighters. No less than 10% of the funding must be awarded to projects under the Recruitment and Retention (R&R) Activity, and 10% of the funding is set aside for awards to volunteer or mostly



# FEMA

volunteer fire departments under the Hiring of Firefighters (Hiring) Activity. For more information, see page 56 - 57 of the FY 2024 SAFER Program NOFO.

## Eligibility

Eligible applicants for the FY 2024 SAFER Program include fire departments and national, regional, state, local, federally recognized tribal, and non-profit interest organizations representing the interests of volunteer firefighters operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico<sup>1</sup>, or any federally recognized Indian tribe or tribal organization. For more information, see page 9 of the FY 2024 SAFER Program NOFO.

## Definitions

- A fire department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area.
- A national, state, local, federally recognized tribal, and non-profit interest organization is an organization that supports or represents the interests of firefighters in front of legislative bodies at the local, state, tribal and/or federal level. Such organizations include state or local firefighter and/or fire chiefs' associations, and volunteer firefighter relief organizations and associations.
- A career fire department is a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a “combination fire department” for the purposes of the FY 2024 SAFER Program).
- A combination fire department is a fire department that has paid firefighting personnel and volunteer firefighting personnel. A combination fire department must have at least one active firefighter who receives financial compensation for their services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services, other than life, health, and workers' compensation insurance.
  - FEMA considers a department to be majority volunteer if more than 50% of its membership is made up of personnel who do not receive financial compensation for their services.
  - FEMA considers a department to be majority career if more than 50% of the active firefighting membership is salaried staff.
- A volunteer fire department is a fire department that has an all-volunteer force of firefighting personnel. To be an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call.

---

<sup>1</sup> The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974.



## Program Highlights

Under the FY 2024 SAFER Program, eligible organizations may apply for grants for the following activities:

### R&R Activity

- Assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.

### Hiring Activity

- Hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters).

## Application Process and Evaluation Criteria

SAFER Program applications are reviewed through a multi-phase process. All complete and eligible applications are electronically pre-scored and ranked based on the substance of the application relative to the established funding priorities. Applications will then undergo further evaluation by a peer review panel, composed of individuals from the fire service and volunteer firefighter interest organizations.

A minimum of three peer review panelists evaluate the applications using the narrative statement, answers to general questions, and answers to activity-specific questions. Each application is judged on its own merits against established criteria and is not compared to other applications.

Applications most consistent with the established SAFER Program funding priorities that score the highest and are determined to be in the “competitive range” will undergo a Technical Review by the FEMA Program Office, which will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility. For more information, see pages 24 - 32 of the FY 2024 SAFER Program NOFO.

## Program Coordination

The following entities were involved in developing the FY 2024 SAFER Program guidance:

### DHS

- FEMA
- U.S. Fire Administration

### Major Fire Service Organizations

- International Association of Fire Chiefs
- International Association of Fire Fighters

Learn more at [fema.gov](https://www.fema.gov)

April 2025 4

- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Services Institute

## SAFER Program Resources

For additional information on the FY 2024 SAFER Program, please visit our website at:

<https://www.fema.gov/grants/preparedness/firefighters/safer>.

You may also contact the SAFER Program Help Desk at (866) 274-0960 or [firegrants@fema.dhs.gov](mailto:firegrants@fema.dhs.gov). The SAFER Program Help Desk is open Monday through Friday, 8 a.m. – 4:30 p.m. E.T.



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 10, 2025  
**SUBMITTING DEPARTMENT:** Planning  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Development Agreement for Shores At Lakewood 2nd Addition.

---

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

Development Agreement for Shores At Lakewood 2nd Addition

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

Shores At Lakewood 2nd Addition final plat and PUD (Planned Unit Development) Amendment were approved unanimously at the September 17, 2024, City Commission meeting contingent on approval of a Development Agreement.

City staff and representatives from the developer have engaged in numerous discussions and have reached points whereby city commission direction is requested. Those points as outlined by the developer are:

1. Approve the Development Agreement (DA), issuing directions on any unresolved items;
2. Authorize immediate plat recording for Shores at Lakewood 2nd Addition
3. Direct Staff to proceed with bid and financing preparations
4. Allow Staff and legal counsel to finalize language where consensus exists, without delaying essential next steps.

In response to these four items, our responses (in italics) are as follows:

1. Approve the Development Agreement, issuing directions on any unresolved items;

*We would not recommend approving the DA until all issues are resolved. Some of those issues will require commission direction.*

*Staff also see the Lower Heart River Water Resources District as an additional signator*

*to the agreement as they have input into portions of this agreement.*

2. Authorize immediate plat recording for Shores at Lakewood 2nd Addition

*The plat recording for Shores at Lakewood 2nd addition will be done when the DA is finalized and approved. Issues regarding the location of the lift station may impact the plat.*

3. Direct Staff to proceed with bid and financing preparations.

*As we understand, the Developer is asking that the infracture improvements be special assessed over a 25-year period with costs for the future maintenance items as chip seals and mill and overlays be built into the proposed special assessment.*

- We generally special assess the reconstruction or construction of asphalt streets over a 15-year period, which would match the life of the asset. We prefer not to stack special assessments, the exception being the addition of a chip seal project during that initial 15-year period.*
- We question the legality of including the future cost of chip seal and or mill and overlay into the initial special assessment without having those projects publicly bid and awarded.*
- The recommendation would be to finance the development over a 15-year period.*

*As the development is built out, staff foresee the need for the lift station pumps to be upgraded at a certain time during the buildout. The developer is asking for those costs to be special assessed. Our position continues to be that the improvements will only benefit the proposed development and is under a single owner. Therefore, the costs for upgrades to the pumps be paid up front.*

*Staff would be open to discussion regarding an agreement to pay for the upfront costs in thirds. One third paid with the development of Shores 2nd, another third paid with the development of Shores 3rd and the final third paid with the development of Shores 4th.*

*Another option would be to have the developer and city become signators on a financial instrument (such as a CD) with both names on the CD until a time when the improvement is necessary. In the meantime, developer earns interest on the instrument until which time it is needed.*

- Lift Station Special assess - In general, if there are multiple benefiting properties all owned by the same owner, it is the developers' responsibility to install and fund. If there are multiple property owners that might benefit, then we may agree*

*to special assess. In this case, we have one property owner that owns the benefiting properties and therefore would ask the developer to fund.*

4. Allow Staff and legal counsel to finalize language where consensus exists, without delaying essential next steps.

*Staff will continue to work diligently with developer on finalizing the DA.*

*Developers always have the option of installing and funding both below and above-ground infrastructure improvements on their own under a three way agreement with the City of Mandan.*

**ATTACHMENTS:**

1. 20250531\_DA Comparison\_City-Developer comments
2. Solutions to Overlapping Maintenance\_Alt Muni Bonding
3. Alternative Municipal Bonding Options
4. 20250531\_Tax Role Impact
5. 20250609\_Shores at Lakewood\_Updated Master Plan
6. 20250608\_Shores at Lakewood\_Grass Collection

**FISCAL IMPACT:**

Unknown at this time.

**STAFF IMPACT:**

Substantial time and effort has been dedicated to this project.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Staff recommends input from the City Commission into the draft of the development agreement, and therefore doesn't recommend approval of the DA at this time.

**SUGGESTED MOTION:**

The recommendation is to continue working with the developer on finalization of the development agreement after input from the City Commission.

1. Special assessments of the above-ground infrastructure will be financed over 15 years.
2. Future lift station upgrade will be funded by developer either through, upfront

payment of \$75,000, option 2 place the City of Mandan as a signor to a financial instrument for \$75,000, option 3, upfront payment of \$25,000 with the recording of the plat for Shores 2nd addition, \$25,000 for Shores 3rd addition and \$25,000 for Shores 4th Addition.

3. Full Lift Station will be funded by the developer. If the commission entertains the idea of special assessing the lift station, require a breakdown of the total potential special assessments for Shores 2, 3rd and 4th.

# **Developer Response to City Draft Development Agreement**

**Shores at Lakewood Master Planned Community**

**Shores at Lakewood Addition | Shores at Lakewood 2nd, 3rd, and 4th Additions**

**Prepared By:**

**TRX Developers, LLC**

**3100 N 14th Street**

**Bismarck, ND 58503**

**Date: May 31<sup>st</sup>, 2025**

**Submitted To:**

**City of Mandan**

**205 2nd Avenue NW**

**Mandan, ND 58554**

*(This document presents the Developer's proposed revisions, alternative language, and reasoning in response to the City of Mandan's Draft Development Agreement for the Shores at Lakewood Master Plan.)*



**Development Agreement**  
**Shores at Lakewood Masterplan**

**Table of contents:**

- I. Parties, Property, and Development Scope**
- II. Agreement Terms**
  - 1. Infrastructure Plan Approval and Compliance
  - 2. Temporary Fire Turnaround Requirements
  - 3. Stormwater Management and Maintenance Obligations
  - 4. Homeowners Association Documentation Requirement
  - 5. Public Infrastructure Maintenance and Financing Options
  - 6. Sanitary Sewer Lift Station Capacity Improvements
  - 7. Sanitary Sewer Lift Station on Lot 65, Block 1, Shores at Lakewood 2nd Addition
  - 8. Building Permit Issuance Requirements
  - 9. Lot Modification Compliance
  - 10. USPS Clusterboxes
  - 11. Private Street Signage and Maintenance
  - 12. Private Park Ownership, Construction, and Maintenance
  - 13. Third-Party Approval Disclaimer
  - 14. Floodplain Development Compliance
  - 15. Boulevard Landscaping Requirements
  - 16. Monument Signage Installation and Maintenance
  - 17. Security & Safety Fencing Installation and Maintenance
  - 18. Access to Private Parks
  - 19. Trail Construction to Prairie West Golf Course
  - 20. Right-of-Way Vacation and Leaf & Grass Collection Site Relocation
  - 21. Community-Wide Irrigation System Requirements
  - 22. Maintenance Responsibility of Heart River Oxbows
  - 23. Lower Heart River Water Resource District Conditions Compliance
  - 24. Enforcement and Amendments
  - 25. Not Binding
- III. Signatures**

## I. Parties, Property, and Development Scope

### Original City Draft Language:

This Agreement is made and entered into on the [day] of [month], 2025, (hereinafter the "effective date") by and between the City of Mandan (hereinafter referred to as the "City"), TRX Developers, LLC (hereinafter referred to as the "Developer"), and Lakewood Shores HOA, specifically Mandan Lakewood Shores HOA, c/o GoldStar Property Management (hereinafter referred to as the "HOA"). The address for the City of Mandan is 205 2nd Avenue NW, Mandan, North Dakota, 58554. The address of the Developer is 3100 N 14th Street, Bismarck, ND 58503, and the address of the HOA is 3100 N 14th Street, Bismarck, ND 58503. This Agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property whose legal description is an unplatted portion of Outlot A in the East ½ of Section 1 and the East ½ of Section 12, Township 138N, Range 81W, Mandan, Morton County, North Dakota (hereinafter referred to as the "Property"); and

WHEREAS, the Developer wishes to develop the approximate one-hundred and thirty-two (132) acre Property excluding right-of-way dedication into a master planned development named Shores at Lakewood (Phase 1 of said master plan is Document No. \_\_\_\_\_) and Phase 2 is \_\_\_\_\_ (hereinafter collectively referred to as the "Development"); and

WHEREAS, said master planned Development is currently planned to include approximately two-hundred and nine (209) residential lots, one (1) commercial lot to be further subdivided, and two (2) additional lots to be used as a storm water detention and three (3) parks/open spaces to be owned by the Homeowner's Association; and

WHEREAS, future phases of the master planned Development have not received final platting approval and are subject to review by the Planning and Zoning and City Commissions; and

WHEREAS, future phases of the master planned Development are subject to future amendments to this Development Agreement; and

WHEREAS, said Development has been zoned to the amended PUD – Planned Unit Development under Ordinance 1454 (Document No. \_\_\_\_\_); and

WHEREAS, the Developer intends to phase the Development over generally the next few years, with construction having begun in the spring of 2022, under a separate development agreement that this new document replaces (Document No. \_\_\_\_\_); and

### Developer's Proposed Revised Language:

This Agreement is made and entered into on the [day] of [month], 2025, (hereinafter the "effective date") by and between the City of Mandan (hereinafter referred to as the "City"), TRX Developers, LLC (hereinafter referred to as the "Developer"), and Lakewood Shores HOA, specifically Mandan Lakewood Shores HOA, c/o GoldStar Property Management (hereinafter referred to as the "HOA"). The address for the City of Mandan is 205 2nd Avenue NW, Mandan, North Dakota, 58554. The address of the Developer is 3100 N 14th Street, Bismarck, ND 58503, and the address of the HOA is 3100 N 14th Street, Bismarck, ND 58503. This Agreement is a covenant running with the Property and binding upon any and all future owners of the Property.

WHEREAS, the Developer is the owner of property (Parcel numbers 65-6110785, 65-5511360, 65-5511352, 65-5511525, 65-5513800, & 30-0114100) whose legal description is [Correct Legal to Be Inserted], Township 138N, Range 81W, Mandan, Morton County, North Dakota (hereinafter referred to as the "Property"); and

WHEREAS, the Developer wishes to develop the approximate one-hundred and thirty-two (132) acre Property, excluding right-of-way dedication, into a master planned development named Shores at Lakewood (Phase 1 "Shores at Lakewood Addition" of said master plan is Document No. \_\_\_\_\_) and Phase 2 "Shores at Lakewood 2<sup>nd</sup> Addition (Document No. \_\_\_\_\_), and future Shores at Lakewood 3<sup>rd</sup> and 4<sup>th</sup> Additions (hereinafter collectively referred to as the "Development"); and

WHEREAS, said master planned Development is currently planned to include approximately two-hundred and nine (209) residential lots, one (1) commercial lot to be further subdivided, and two (2) additional lots to be used as storm water detention and three (3) parks/open spaces to be owned by the Homeowner's Association; and

WHEREAS, the Master Plan and PUD Zoning have been approved previously; however, future phases of the master planned Development have not received final platting approval and are therefore subject to review by the Planning and Zoning Commission and City Commission; and

WHEREAS, future phases of the master planned Development are subject to future amendments to this Development Agreement; and

WHEREAS, said Development has been zoned to the amended PUD – Planned Unit Development under Ordinance No. 1397 (Document No. \_\_\_\_\_) specific to the Master Plan and Shores Addition, and Ordinance No. 1454 (Document No. \_\_\_\_\_) specific to Shores 2nd Addition; and

WHEREAS, prior to the submission of this development proposal, which includes an amendment to the land use plan, the City had not been advised, recommended, or otherwise directed in its adopted plans and studies to consider or prepare for urban development within this area; and

WHEREAS, this Agreement serves to outline the responsibilities and obligations of both the City and the Developer regarding the master planned Development and phases therewithin, and recognizes that formal, specific approval from the City Commission is required to initiate the development and construction process; and further, that this Agreement establishes the foundational guidelines that will govern the Development as it moves forward, ensuring clarity and alignment with the City's planning objectives and regulatory framework; and

WHEREAS, the Developer intends to construct water systems, sanitary sewer systems, storm water conveyance systems and street improvements to provide service to the Development and connect to same City facilities; and

WHEREAS, the Developer intends to construct certain infrastructure improvements at a scale required to provide service to areas beyond the Development; and

WHEREAS, upon completion and acceptance by the City, the Developer intends to dedicate certain Developer constructed or installed facilities to the City for ownership, operation and maintenance; and

WHEREAS, the City will not take ownership of the storm water attenuation pond or private park lots following construction by the Developer. Said lots are to be in the ownership of the Homeowner's Association; and

WHEREAS, the Development, without this agreement, could create disorder in future development, raising costs of public infrastructure and private development for the surrounding lands; and

WHEREAS, the agreement provides the Developer a means to achieve the desired outcome of the Development into single family home, twin-home, townhome, and commercial lots; and

WHEREAS, nothing in this agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property as prescribed by State law and the Mandan Code of Ordinances and requiring any future development to align with said plan.

WHEREAS, the Developer intends to phase the Development over generally the next few years, with construction having begun in the spring of 2022, under a separate development agreement that this new document replaces (Document No. \_\_\_\_\_); and

WHEREAS, this Agreement serves to outline the responsibilities and obligations of both the City and the Developer regarding the master planned Development and phases therewithin, and recognizes that formal, specific approval from the City Commission is required to initiate the development and construction process; and further, that this Agreement establishes the foundational guidelines that will govern the Development as it moves forward, ensuring clarity and alignment with the City's planning objectives and regulatory framework; and

WHEREAS, the Developer intends to construct water systems, sanitary sewer systems, storm water conveyance systems, and street improvements to provide service to the Development and connect to existing City facilities; and

WHEREAS, the Developer intends to construct certain infrastructure improvements at a scale required to provide service to areas beyond the Development; and

WHEREAS, upon completion and acceptance by the City, the Developer intends to dedicate certain Developer-constructed or installed facilities to the City for ownership, operation, and maintenance; and

WHEREAS, the City will not take ownership of the storm water attenuation pond or private park lots following construction by the Developer. Said lots are to remain under the ownership and maintenance of the Homeowner's Association; and

WHEREAS, the Development, without this Agreement, could create disorder in future development, raising costs of public infrastructure and private development for surrounding lands; and

WHEREAS, this Agreement provides the Developer a means to achieve the desired outcome of developing the Property into single-family homes, twin-homes, townhomes, and commercial lots; and

WHEREAS, nothing in this Agreement prohibits the City from adopting alternative land uses through a new land use plan or amendment to the Plan affecting the Property, as prescribed by State law and the Mandan Code of Ordinances, and requiring any future development to align with said plan.

**City Staff Comments following review:**

- *City Attorney can decide which version is best.*

**Developer Comments following City Staff review comments:**

- *In Agreement*

**Reasoning / Support for Change:**

- Updates the parcel reference and clarifies location details for increased precision.
- Recognizes both prior approvals and future procedural review obligations.
- Ensures clarity regarding zoning ordinances and document references.
- Smooths language flow while preserving full legal meaning and accuracy.
- Positions the Developer's commitment to phased and orderly development while protecting City rights and public interests.

**II. Agreement Terms**

**1. Infrastructure Plan Approval and Compliance**

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>1. Infrastructure Plan Approval and Compliance</b></p> <p>All infrastructure plans are to be submitted to the City Engineering Department for review and approval prior to construction. The infrastructure is to be built according to approved plans.</p>	<p><b>1. Infrastructure Plan Approval and Compliance</b></p> <p>All infrastructure plans shall be submitted by the Developer to the City Engineering Department for review and approval prior to construction.</p> <p>All infrastructure must be constructed by the Developer in full accordance with the plans approved by the City Engineering Department, as well as any applicable City of Mandan standards and specifications in effect at the time of approval.</p> <p>Any material deviations from the approved plans shall require prior written approval from the City Engineer.</p>

**City Staff Comments following review:**

- *City Staff accepts this change as drafted.*

**Developer Comments following City Staff review comments:**

- *In Agreement*

**Reasoning / Support for Change:**

- Clarifies the Developer's duty to submit plans and build in accordance with approvals.
- Formalizes the City's authority to require written approval for any material changes, protecting public infrastructure quality.

- Reinforces compliance with all applicable City standards without creating additional burden beyond ordinary expectations.
- Ensures predictability and reduces ambiguity for both Developer and City Staff during construction and inspection phases.

## 2. Temporary Fire Turnaround Requirements

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>2. Temporary Fire Turnaround Requirements</b></p> <p>The Developer will be required to install temporary fire turnarounds where necessary during phases of development. The temporary turnarounds are required to be class 5 or crushed concrete, and be subject to City Fire review, approval, and final inspection/acceptance. The City reserves the right to periodically inspect the condition of temporary fire turnarounds and request maintenance or restoration of any that fail inspection in order to provide fire protection.</p>	<p><b>2. Temporary Fire Turnaround and Construction Access Requirements</b></p> <p>The Developer shall install temporary fire turnarounds where necessary during phases of development. Temporary fire turnarounds shall be constructed of class 5 aggregate base or crushed concrete, and shall be subject to review, approval, and final inspection and acceptance by the City Fire Department.</p> <p>The City reserves the right to periodically inspect the condition of temporary fire turnarounds and require maintenance, restoration, or reconstruction as necessary to maintain acceptable emergency access standards.</p> <p>In addition, the Developer shall be permitted to construct and utilize temporary construction access roads, constructed of class 5 aggregate base or crushed concrete, capable of bearing 75,000 lbs, to facilitate construction operations during phased buildout, and through winter months. Temporary construction access shall be subject to review and approval by the Fire Chief &amp; City Engineer to ensure compliance with public safety and operational standards.</p> <p>Upon completion of public infrastructure improvements for each respective phase, the Developer shall remove and reclaim any temporary fire turnarounds and temporary construction access roads in accordance with City standards and to the satisfaction of the City Engineer.</p>

### City Staff Comments following review:

- *It is possible that some City Staff may not support this.*

### Developer Comments following City Staff review comments:

- *The City has consistently allowed vertical construction to proceed ahead of final infrastructure completion, subject to strict fire and safety protocols.*
- *The ability to build through winter is essential for home delivery schedules and customer expectations. The proposed language provides clear, enforceable guidelines to ensure safe and sufficient access for emergency services during these periods.*
- *Nothing in the proposed language compromises safety. It enhances clarity and sets measurable standards for weight capacity and access routes.*

## Reasoning / Support for Change:

- Incorporates the Developer's operational need for **temporary construction access roads**, reducing wear on public infrastructure during active buildout.
- Provides a **clear and enforceable standard** (e.g., 75,000 lb load capacity) to address emergency access concerns in winter and during incomplete phases.
- Reflects long-standing **City practice** of allowing winter vertical construction under controlled safety provisions.
- Maintains full authority for **Fire Chief and City Engineer** to approve, inspect, and enforce standards.
- Defines Developer responsibility to remove and reclaim temporary infrastructure once no longer needed, ensuring final presentation and safety of completed phases.
- **Supports timely construction**, meets homeowner move-in expectations, and upholds public safety without shifting burden to City departments.

## 3. Stormwater Management and Maintenance Obligations

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>3. Stormwater Management and Maintenance Obligations</b></p> <p>The Developer shall be required to submit a comprehensive stormwater management plan to the City Engineer for review and approval, and shall construct the associated infrastructure in accordance with the plans that have received such approval.</p> <p>It is expressly noted that the responsibility for the maintenance of the stormwater attenuation pond shall rest with the Developer, the Development, or the Homeowners Association, as applicable.</p> <p>The maintenance plan for the stormwater pond shall be included as an integral component of the stormwater management plan submitted for the City's review and approval. Furthermore, the lot designated for the location of the stormwater pond shall be owned by the Homeowners Association.</p>	<p><b>3. Stormwater Management and Maintenance Obligations</b></p> <p>The Developer shall submit a comprehensive stormwater management plan to the City Engineer for review and approval prior to commencement of any grading or infrastructure construction activities.</p> <p>All stormwater infrastructure shall be constructed by the Developer in full accordance with the approved stormwater management plan and applicable City of Mandan standards in effect at the time of plan approval.</p> <p>The responsibility for ongoing maintenance, repair, and replacement of the stormwater attenuation pond shall rest solely with the Homeowners Association or its successors and assigns. The Developer shall maintain the stormwater facilities until formal transfer of maintenance responsibilities to the HOA.</p> <p>The Developer may initiate early transfer of stormwater pond maintenance responsibilities to the Homeowners Association prior to full buildout, provided the following conditions are met:</p> <ol style="list-style-type: none"><li>a) the pond has been fully constructed, stabilized, and accepted by the City Engineer;</li><li>b) all improvements are functioning as designed per the approved stormwater management plan;</li><li>c) the transfer is documented via written notice and accepted by the HOA Board; and</li><li>d) all covenants and easements governing ongoing maintenance are recorded.</li></ol> <p>In no case shall such transfer occur later than the issuance of the final Certificate of Occupancy for the final lot served by the stormwater pond.</p>

	<p>In the event that the Developer becomes insolvent or otherwise incapacitated from fulfilling its responsibilities, all stormwater-related obligations shall automatically transfer to the Homeowners Association.</p> <p>The maintenance plan for the stormwater pond shall be included as a formal, binding component of the approved stormwater management plan.</p> <p>The lots designated for the stormwater pond shall be platted as separate lots owned by the Homeowners Association and shall be subject to recorded covenants ensuring perpetual maintenance responsibility.</p>
--	--

**City Staff Comments following review:**

- *Want to see a provision that enables or otherwise transfers ponds to HOA earlier on than the last home getting a CO in phase 4.*

**Developer Comments following City Staff review comments:**

- *The revised language includes a clear and enforceable pathway for early turnover of stormwater pond maintenance responsibilities to the HOA — balancing City oversight, public interest, and operational flexibility for all parties.*

**Reasoning / Support for Change:**

- Clarifies that the Developer retains initial responsibility and accountability until formal handoff occurs.
- Responds to City Staff's concern by creating a **structured early transfer option**, protecting City interests while supporting responsible HOA stewardship.
- Reinforces Developer and HOA obligations in the event of insolvency or transfer of ownership.
- Ensures stormwater ponds are platted and governed by recorded covenants, avoiding gaps in long-term maintenance and liability.
- Protects City resources while enabling scalable development and homeowner association operations as phases are completed.

**4. Homeowners Association Documentation Requirement**

<p><b>Original City Draft Language:</b></p> <p><b>4. Homeowners Association Documentation Requirement</b></p> <p>The Developer will be required to provide a copy of the recorded Homeowners Association to the City and Morton County for recording and reference.</p>	<p><b>Developer's Proposed Revised Language:</b></p> <p><b>4. Homeowners Association Documentation Requirement</b></p> <p>The Developer has established a Homeowners Association ("HOA") responsible for the ownership and maintenance of common areas, private park lots, stormwater facilities, and any other amenities designated as private within the Shores at Lakewood Development.</p> <p>The Developer has caused the Amended Declaration of Covenants, Conditions, and Restrictions ("CC&amp;Rs") establishing the HOA, along with the Articles of</p>
---	--



	<p>Incorporation and Bylaws of the HOA, to be recorded with the Morton County Recorder's Office.</p> <p>The Developer shall provide the City of Mandan with recorded copies of all HOA organizational documents for reference. Amendments to the recorded documents that materially affect the maintenance or ownership obligations of the HOA shall be submitted to the City for informational purposes.</p>
--	---

**City Staff Comments following review:**

- *City Planning is fine with this.*

**Developer Comments following City Staff review comments:**

- *In agreement, suggest our more deeper version is used.*

**Reasoning / Support for Change:**

- Expands on the City's draft to ensure clear establishment of the HOA's legal framework and responsibilities.
- Formalizes timing of recording (before lot sales) to protect future residents and City expectations.
- Clarifies the City's role in receiving documents for reference, not approval, preserving municipal transparency without assuming administrative burden.
- Ensures long-term maintenance of subdivision features remains private, as intended.

**5. Public Infrastructure Maintenance and Financing Options**

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>5. Public Infrastructure Maintenance and Financing Options</b></p> <p>All public roads and utilities shall be the maintenance responsibility of the City after final acceptance of the project(s).</p> <p>The water distribution and sanitary sewer components of the public infrastructure need to be installed under a three-way agreement and require following all City standards per the Engineering Department.</p> <p>The above-ground public infrastructure, including streets, storm sewer, and other improvements such as street signs and street lights, may be installed under a street improvement district or a three-way agreement at the Developer's discretion, subject to City financing capacity and City Commission acceptance, and must comply with all City standards per the Engineering Department. This agreement does not provide any assurance that a specific development financing source is available or advisable to be used. The City Commission is the ultimate decision body regarding the use of municipal financing for subdivision improvements.</p>	<p><b>5. Public Infrastructure Maintenance and Financing Options</b></p> <p>All public roads and utilities shall become the maintenance responsibility of the City after final acceptance by the City of Mandan.</p> <p>Water distribution and sanitary sewer infrastructure shall be constructed by the Developer and funded privately through a Three-Way Agreement with the City (referenced as Project WPSP-XXX), in full compliance with City of Mandan standards and specifications.</p> <p>Storm sewer improvements shall be completed concurrently with WPSP-XXX, and financed through the creation of a Special Assessment Sewer Improvement District (SE-XXX). All costs associated with the design, construction, and construction observation of SE-XXX shall be assessed to the benefiting lots within Shores 2nd, 3rd, and 4th Additions.</p> <p>Above-ground public infrastructure — including streets, security and safety fencing, street signage, street lighting,</p>

	<p>and sidewalk along Oxbow Trail — shall be financed through a separate Special Assessment Street Improvement District (SID-XXX). All SID-XXX costs shall be assessed to benefiting properties within Shores 2nd, 3rd, and 4th Additions.</p> <p>The Developer respectfully requests that the City consider utilizing a <b>25-year bond term</b> for both SE-XXX and SID-XXX, as authorized under NDCC § 40-33-06, in order to align repayment schedules with the expected useful life of the infrastructure. This approach materially reduces annual assessment payments for homeowners and supports long-term housing affordability.</p> <p>It is understood that City Staff have expressed concern over the potential mismatch between bond term and the expected useful life of certain improvements — particularly in regard to surface-level improvements such as chip seals or overlays. In direct response, the Developer proposes the integration of a <b>dedicated maintenance reserve</b> within the SID-XXX bond structure. This reserve — funded through 10–15% of the SID bond proceeds — would be earmarked specifically for mid-life cycle repairs (chip seal, patching, crack fill, etc.) around Year 7–10.</p> <p>This solution ensures that funding for critical maintenance is pre-built into the original financial model and eliminates the need for future re-assessment during the bond term, preserving predictability for both residents and the City.</p> <p>Nothing in this Agreement guarantees the City’s issuance of bonds or obligates it to use a specific funding method. All financing decisions shall remain subject to the discretion of the City Commission and dependent on overall financial capacity. Should bonds be approved, the Developer requests that the Commission adopt a fixed 25-year term for clarity and consistency.</p>
--	--

**City Staff Comments following review:**

- *Does not believe the City supports this financing period at this time.*
- *Staff have expressed concern that a 25-year bond term may outlast the functional lifespan of certain public improvements, potentially resulting in deferred maintenance obligations that outpace the funding structure.*

**Developer Comments following City Staff review comments:**

- *In direct response to the City’s concerns, this revised draft incorporates a structured maintenance reserve — embedded within the SID — to cover mid-cycle infrastructure needs without triggering reassessment or operational gaps.*
- *Additionally, the Developer proposes running WPSP-XXX (Three-Way Agreement) and SE-XXX (Storm Sewer District) concurrently for coordinated design, construction efficiency, and optimized project phasing.*

## Reasoning / Support for Change:

- Responds directly and respectfully to the City’s concern about long-term maintenance by providing a **practical, code-compliant funding solution** using a reserve-based model.
- Running the Three-Way and SE projects concurrently provides **administrative clarity, minimizes ground disturbance**, and accelerates delivery of core underground infrastructure.
- Extending the term to 25 years aligns repayment with asset life, reducing pressure on homeowners and promoting **fiscally responsible growth**.
- Follows statutory authority under **NDCC § 40-33-06** and mirrors successful strategies used in West Fargo and other peer communities.
- Offers a clear, enforceable framework that protects City, Developer, and homeowner interests in both short- and long-term development outcomes.

## 6. Sanitary Sewer Lift Station Capacity Improvements

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>6. Sanitary Sewer Lift Station Capacity Improvements</b></p> <p>The Developer hereby agrees to finance capacity enhancements to the existing City-owned public sanitary sewer lift station located at 2860 40th Avenue SE to accommodate the anticipated increase in sewer flows resulting from the proposed development.</p> <p>As a condition of the City’s approval of the Developer’s civil engineering plans and commencement of construction, the Developer shall provide a binding financial commitment sufficient to cover the current estimated costs of the required improvements.</p> <p>The City shall perform the necessary upgrades to the lift station on behalf of the Developer, utilizing the funds provided, at such time as deemed appropriate to optimize the operational lifespan of the existing lift station pumps, and when such upsizing becomes necessary to meet demand.</p>	<p><b>6. Sanitary Sewer Lift Station Capacity Improvements</b></p> <p>The Developer acknowledges that future capacity upgrades to the City-owned sanitary sewer lift station located at 2860 40th Avenue SE may be required to support increased flows from the full buildout of the Shores at Lakewood Master Planned Community.</p> <p>While current lift station capacity is sufficient for the initial phases of development, the City estimates that an upgrade may be needed by the time Shores 2nd Addition reaches full residential occupancy.</p> <p>In lieu of an upfront financial contribution by the Developer, the Developer proposes that the lift station improvement costs be incorporated into the previously outlined Special Assessment Sewer Improvement District (SE-XXX) or Special Assessment Street Improvement District (SID-XXX), as described in Section 5 of this Agreement. This would allow the improvement to be funded proportionately by all future benefiting lots, including those in Shores 2nd, 3rd, and 4th Additions, and would preserve the City's discretion over timing and design.</p> <p>As an alternative solution, the Developer also proposes to require, as a condition of lot sale and closing, that each lot purchaser in Shores 2nd, 3rd, and 4th Additions sign a <b>Waiver of Right to Protest and Consent to Future Special Assessment District Formation</b> for the lift station upgrade. This requirement shall also be recorded in the Homeowners Association covenants and buyer disclosures to ensure full transparency and enforceability.</p> <p>The necessity, design, and construction timeline of the lift station improvements shall remain at the sole discretion of the City of Mandan, based on actual flow volumes, system demand, and long-term operational assessments.</p>

### **City Staff Comments following review:**

- *City feels that the upgrade will be necessary during the buildout and completion of homes in phase 2 and therefore should be secured now by the developer in the form of upfront payment.*

### **Developer Comments following City Staff review comments:**

*The Developer proposes two solutions to address City concerns:*

1. ***Inclusion of the lift station upgrade*** in the SE-XXX or SID-XXX assessment districts, ensuring cost-sharing across all benefiting properties and preserving City control over timing and scope.
2. ***Waiver of Right to Protest and recorded consent***, securing legal authority for future assessments while providing immediate flexibility for both the City and Developer.

### **Reasoning / Support for Change:**

- Provides the City with clear funding pathways while deferring unnecessary upfront expenditures before demand fully materializes.
- Ensures equitable cost distribution across all benefiting lots, not solely on the Developer.
- Offers a compliant and enforceable mechanism (Waiver & Consent) to avoid protest risk and protect long-term City interests.
- Maintains development momentum and construction timing without delay or disruption to homeowners or public service standards.
- Supports both near-term operational readiness and long-term infrastructure planning through flexible, Commission-directed options.

## **7. Sanitary Sewer Lift Station on Lot 65, Block 1, Shores at Lakewood 2nd Addition**

<b>Original City Draft Language:</b>	<b>Developer's Proposed Revised Language:</b>
<p><b>7. Sanitary Sewer Lift Station on Lot 65, Block 1, Shores at Lakewood 2nd Addition</b></p> <p>The Developer's civil engineering plans necessitate the construction of a lift station to serve the proposed development.</p> <p>Given that the City's land use plan was amended specifically to accommodate this development, and that all lands within the master plan area are owned and intended for development by a single Developer, as was the case at the project's inception, the Developer shall be solely responsible for all costs associated with the construction of the new lift station. Municipal financing for this improvement is not available.</p> <p>Said lift station shall, at a minimum, include a fully enclosed structure with a lockable door, as well as electrical service and adequate lighting.</p> <p>In consideration of the Developer's obligation to construct the lift station, the City shall assume responsibility for the</p>	<p><b>7. Sanitary Sewer Lift Station on Lot 65, Block 1, Shores at Lakewood 2nd Addition</b></p> <p>The Developer acknowledges that construction of a new sanitary sewer lift station located on Lot 65, Block 1, Shores at Lakewood 2nd Addition is necessary to support phased development of the Shores at Lakewood Master Planned Community.</p> <p>The Developer proposes that the lift station construction, including associated infrastructure and design, be included as part of the SE-XXX Special Assessment Sewer Improvement District, as described in Section 5 of this Agreement. All costs related to design, construction, and construction observation shall be assessed to all benefiting lots within Shores 2nd, 3rd, and 4th Additions using the City's standard special assessment procedures.</p> <p>The lift station shall include, at a minimum, a fully enclosed structure with a lockable door, access to reliable electrical service, and adequate lighting. Design and construction shall comply with all applicable City of Mandan Engineering Department standards.</p>

long-term maintenance of the facility, as well as for any future upgrades and improvements thereto.	<p>Upon final inspection and acceptance by the City, ownership, operation, and maintenance of the lift station shall transfer to the City of Mandan. The City shall assume responsibility for any future upgrades or maintenance at its discretion.</p> <p>The Developer respectfully requests that the City Commission consider and determine whether inclusion of this development-specific lift station in a municipal assessment district is appropriate under the City's financing framework and long-term infrastructure goals.</p>
---	---

**City Staff Comments following review:**

- *City not able to offer municipal financing for the development-specific lift station*

**Developer Comments following City Staff review comments:**

- *Developer acknowledges Staff's position and respectfully requests this matter be elevated to the City Commission for final determination.*

**Reasoning / Support for Change:**

- Inclusion of the lift station within a special assessment district ensures a **fair, equitable cost distribution** among all benefiting properties and avoids placing disproportionate burden on the Developer alone.
- Follows a well-established **assessment model already utilized by the City** for similar infrastructure investments.
- Reduces immediate capital demands while preserving the City's full **design, approval, and inspection authority**.
- Maintains long-term sustainability and public utility standards through final City ownership and oversight.
- Presents a **Commission-level policy question** regarding whether infrastructure serving entire subdivisions can and should be assessed rather than privately absorbed — particularly when ultimate maintenance will rest with the City.

**8. Building Permit Issuance Requirements**

<p><b>Original City Draft Language:</b></p> <p><b>8. Building Permit Issuance Requirements</b></p> <p>Building permits will not be issued until the required improvements have been completed and accepted by the City of Mandan. This includes the submission of survey-grade as-built drawings from the Developer's consulting engineer in a format compatible with the City's data requirements. The City will facilitate the prompt integration of these as-built drawings into its GIS. This is required to be able to provide prompt utility locates to the development during its buildout.</p>	<p><b>Developer's Proposed Revised Language:</b></p> <p><b>8. Certificate of Occupancy Issuance Requirements</b></p> <p>No Certificate of Occupancy shall be issued for any structure within the Development until all of the following conditions have been satisfied:</p> <ul style="list-style-type: none"> <li>a. All required public infrastructure improvements serving the applicable lots have been completed to the satisfaction of the City Engineer;</li> </ul>
--	--

	<ul style="list-style-type: none"> <li>b. The City of Mandan has granted formal preliminary or final acceptance (as applicable) of the infrastructure improvements;</li> <li>c. Survey-grade as-built drawings, prepared by the Developer’s consulting engineer, have been submitted in a format compatible with the City’s GIS and data management system;</li> <li>d. All required easement and right-of-way documents have been recorded with Morton County; and</li> <li>e. Any outstanding financial obligations associated with public improvements have been adequately secured or satisfied.</li> </ul> <p>The Developer acknowledges the City’s historical preference to restrict building permit issuance until roads are complete. However, it is respectfully noted that in prior cases, building permits have been issued ahead of road completion provided emergency access was secured and all required interim measures were reviewed and approved by the City Fire Department and City Engineer.</p> <p>This revised language reflects a shift in the regulatory trigger from building permit to Certificate of Occupancy to align construction activity with life-safety readiness and final infrastructure verification, while preserving flexibility for safe vertical construction during seasonal buildout.</p>
--	---

**City Staff Comments following review:**

- *Further review and approval necessary for this. The City historically does not permit building permits until roads are complete.*

**Developer Comments following City Staff review comments:**

- *The Developer respectfully clarifies that while this may be the default policy, there is precedent for issuing building permits ahead of road completion when life-safety measures are fully in place.*
- *The shift in this section to regulating Certificate of Occupancy — rather than permit issuance — ensures that no unit is occupied until all public infrastructure is verified, accepted, and documented.*

**Reasoning / Support for Change:**

- Aligns issuance of occupancy with **readiness for habitation**, not just vertical construction activity.
- Clarifies and codifies safety and documentation requirements for both the City and Developer.
- Allows seasonal construction continuity while preserving the City’s standards for **infrastructure acceptance, safety, and public accessibility**.
- Reflects best practices in other jurisdictions where occupancy — not permit — is used as the final life-safety trigger.
- Avoids unnecessarily delaying home closings or occupancy when infrastructure is complete and certified but minor off-site work (e.g., paving) remains.

## 9. Lot Modification Compliance

Original City Draft Language:	Developer's Proposed Revised Language:
<b>9. Lot Modification Compliance</b>  Lot modifications are to be completed in adherence to the City's subdivision regulations and review processes.	<b>9. Lot Modification Compliance</b>  Any modifications to platted lots within the Shores at Lakewood Development, including lot line adjustments, replats, or consolidations, shall comply with the applicable procedures outlined in the City of Mandan's subdivision regulations.  All such modifications shall be subject to review and approval by the City of Mandan Planning and Zoning Commission and/or City Commission, as required by ordinance.  The Developer shall provide the City with updated plat exhibits and legal descriptions for any proposed changes, and shall record all approved modifications with the Morton County Recorder's Office prior to issuance of any building permits or sale of affected lots.

### **City Staff Comments following review:**

- *Think we can keep as-is and accomplish the same goal*

### **Developer Comments following City Staff review comments:**

- *In Agreement*

### **Reasoning / Support for Change:**

- Expands upon the City's general language to clarify procedural expectations and Developer obligations.
- Ensures proper legal recordation and administrative review of any lot configuration changes.
- Protects City interests by requiring consistent and orderly plat amendments prior to development actions.
- Prevents downstream complications with building permits, ownership boundaries, and assessments.

## 10. USPS Clusterboxes

Original City Draft Language:	Developer's Proposed Revised Language:
<b>10. USPS Clusterboxes</b>  The Developer shall coordinate directly with the United States Postal Service (USPS) regarding the placement and installation of cluster mailboxes within the development. In light of the potential for future lot modifications as outlined in the submitted development narrative, the Developer is	<b>10. USPS Clusterboxes</b>  The Developer shall coordinate directly with the United States Postal Service (USPS) to determine the number, design, and location of centralized cluster mailbox units (CBUs) within the Shores at Lakewood Development. USPS requirements shall govern installation standards.



encouraged, as a proactive measure, to consider the installation of additional cluster boxes beyond those required for the currently platted lots to mitigate any potential future challenges associated with cluster box placement.	<p>The Developer shall provide all necessary easements or outlots as required by USPS and the City for mailbox placement, with final locations subject to City review and approval.</p> <p>In anticipation of phased development and potential lot adjustments, the Developer shall evaluate and, if warranted, install additional CBUs beyond the minimum required to reasonably accommodate future expansion within the master plan.</p> <p>Maintenance and repair of installed CBUs shall be the responsibility of the Homeowners Association, and this obligation shall be incorporated into the recorded covenants.</p>
--	--

**City Staff Comments following review:**

- *We can accept*

**Developer Comments following City Staff review comments:**

- *In agreement*

**Reasoning / Support for Change:**

- Clarifies the Developer's role in coordinating with USPS and delivering mailbox infrastructure.
- Protects operational flexibility in planning future phases.
- Secures appropriate mailbox easements while maintaining City review authority.
- Establishes HOA responsibility for mailbox upkeep, shielding the City from maintenance liability.

**11. Private Street Signage and Maintenance**

<p><b>Original City Draft Language:</b></p> <p><b>11. Private Street Signage and Maintenance</b></p> <p>The City of Mandan shall not provide maintenance or construction assistance for the private streets located within Block 1 of Shores at Lakewood 2nd Addition.</p> <p>Such exclusion includes, but is not limited to, construction, repair, snow removal, or street sweeping services. The sole responsibility for all maintenance, including that of the street surfaces, subsurface utilities, and street lighting, shall rest exclusively with the Developer and/or associated property owners.</p> <p>Furthermore, all streets within this block must be clearly designated as private through the installation of signage approved by the City's Public Works Department.</p>	<p><b>Developer's Proposed Revised Language:</b></p> <p><b>11. Private Street Signage and Maintenance</b></p> <p>The streets located within Block 1 of Shores at Lakewood 2nd Addition, serving Lots 34 - 55, &amp; 57 - 62 shall be private streets and shall not be maintained, repaired, reconstructed, or serviced by the City of Mandan. This includes, but is not limited to, construction, repair, resurfacing, snow removal, de-icing, and street sweeping.</p> <p>Developer shall fund and install all street surfaces, subsurface utilities, drainage infrastructure, signage, and street lighting within the private street areas.</p> <p>Responsibility for all maintenance, including maintenance of street surfaces, subsurface utilities, drainage infrastructure, signage, and street lighting within the private street areas, shall rest solely with the Homeowners Association or its successors and assigns.</p>
--	--

	<p>The Developer shall install signage, as approved by the City's Public Works Department, identifying such streets as "Private" at all entrances to the private street network.</p> <p>Maintenance obligations for private streets shall be incorporated into the recorded covenants governing the Shores at Lakewood 2nd Addition.</p>
--	--

**City Staff Comments following review:**

- *We can accept*

**Developer Comments following City Staff review comments:**

- *In agreement*

**Reasoning / Support for Change:**

- Expands and clarifies private street maintenance obligations to include critical services and components beyond surface maintenance.
- Defines Developer is solely responsible for funding and construction of all private street and related improvements.
- Protects the City from any future claims or implied responsibilities regarding private street maintenance.
- Requires clear and visible signage to ensure residents and visitors understand private street status.
- Codifies HOA responsibility in recorded covenants, securing long-term enforcement mechanisms.

**12. Private Park Ownership, Construction, and Maintenance**

<p><b>Original City Draft Language:</b></p> <p><b>12. Private Park Ownership, Construction, and Maintenance</b></p> <p>The private parks situated on Lot 21 of Block 2 in Shores at Lakewood Addition, as well as on Lots 56 of Block 1 and 35 of Block 2 in Shores at Lakewood 2nd Addition, shall be owned and maintained exclusively by the Homeowners Association ("HOA").</p> <p>The City of Mandan and Mandan Park District shall not provide oversight, management, or assistance concerning access to these private park facilities, except in cases requiring emergency response.</p> <p>Furthermore, neither the City of Mandan nor the Mandan Park District shall provide any municipal funding, financing support, or assistance for improvements to these park facilities.</p>	<p><b>Developer's Proposed Revised Language:</b></p> <p><b>12. Private Park Ownership, Construction, and Maintenance</b></p> <p>The private park areas located on Lot 21, Block 2, Shores at Lakewood Addition, Lot 56, Block 1, Shores at Lakewood 2nd Addition, and Lot 35, Block 2, Shores at Lakewood 2nd Addition, shall be owned, developed, improved, and maintained exclusively by the Homeowners Association ("HOA") or its successors and assigns.</p> <p>Developer shall fund and complete the initial grading, improvements, and installation of amenities associated with the private park lots as part of phased development.</p> <p>The City of Mandan and Mandan Park District shall have no ownership interest, operational responsibility, financial obligation, or maintenance duty associated with the private parks.</p>
---	---

	<p>Emergency access rights shall be preserved for public safety purposes only.</p> <p>Maintenance responsibilities for the private parks shall be specifically documented within the HOA's recorded covenants and governing documents to ensure clear and enforceable obligations.</p>
--	--

**City Staff Comments following review:**

- *We can change or keep as is*

**Developer Comments following City Staff review comments:**

- *In agreement, suggest with Developer adjustments noted as provides more clarification.*

**Reasoning / Support for Change:**

- Clarifies full Developer and HOA responsibility for park development and maintenance, shielding the City from future claims or maintenance burdens.
- Defines initial construction funding obligations to ensure high-quality resident amenities.
- Reinforces the private nature of these parks while preserving emergency access.
- Ensures binding legal covenants document ongoing maintenance obligations, protecting the community and public interests.

**13. Third-Party Approval Disclaimer**

<p><b>Original City Draft Language:</b></p> <p><b>13. Third-Party Approval Disclaimer</b></p> <p>The City does not guarantee that its approval satisfies the approval of other agencies such as state and federal governments or private utilities that may have lines under easement through this property. It is the Developer's responsibility to ensure compliance with all applicable agencies.</p>	<p><b>Developer's Proposed Revised Language:</b></p> <p><b>13. Third-Party Approval Disclaimer</b></p> <p>The Developer acknowledges that City of Mandan approvals do not relieve the Developer of its obligation to obtain separate approvals, permits, or clearances required by state agencies, federal agencies, private utilities, or other regulatory entities having jurisdiction over the Shores at Lakewood Development or any portion thereof.</p> <p>It shall be the sole responsibility of the Developer to ensure compliance with all such third-party requirements, including but not limited to, those related to utilities, wetlands, floodplain management, and environmental protection.</p> <p>The City assumes no responsibility for facilitating or ensuring such third-party approvals</p>
--	--

**City Staff Comments following review:**

- *Probably fine to accept.*

**Developer Comments following City Staff review comments:**

- *In agreement*

**Reasoning / Support for Change:**

- Expands on the City's disclaimer to more comprehensively define the Developer's independent responsibilities.
- Protects the City from liability related to third-party permitting or regulatory compliance issues.
- Encourages thorough and proactive Developer management of external agency coordination.

**14. Floodplain Development Compliance**

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>14. Floodplain Development Compliance</b></p> <p>Development of the subdivision is subject to Section 105-4-4 Floodplain District of the City Code of Ordinances related to floodplain development.</p>	<p><b>14. Floodplain Development Compliance</b></p> <p>The Developer acknowledges that portions of the Shores at Lakewood Development may be subject to floodplain regulations governed by Section 105-4-4 of the City of Mandan Code of Ordinances.</p> <p>The Developer shall be responsible for ensuring that all grading, construction, improvements, and related activities within areas designated as floodplain comply with applicable floodplain management regulations, including but not limited to, securing necessary floodplain development permits, maintaining minimum building elevations, etc.</p> <p>All required compliance documentation, including finished floor elevations, shall be submitted to and approved by the City Building Official prior to issuance of building permits or commencement of construction activities within regulated floodplain areas.</p>

**City Staff Comments following review:**

- *Probably fine to accept.*

**Developer Comments following City Staff review comments:**

- *In agreement*

**Reasoning / Support for Change:**

- Clarifies the Developer's responsibility to proactively comply with floodplain regulations, not merely acknowledge their existence.
- Protects the City by ensuring permit and documentation procedures are followed before development occurs in floodplain areas.
- Ensures resident and public safety through codified elevation and floodproofing standards.

## 15. Boulevard Landscaping Requirements

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>15. Boulevard Landscaping Requirements</b></p> <p>Boulevard landscaping consisting of a tree of at least one and a quarter (1 1/4) inch caliper shall be planted within the boulevard for each fifty (50) linear feet of right-of-way along McKenzie Drive SE. This is to be evaluated by the City Arborist.</p> <p>Trees in the boulevard of a residential lot (Lots 1 and 21, Block 1, and Lot 1 and 20, Block 2, Shores at Lakewood Addition, and Lot 1, Block 3, Lot 34, Block 2, and Lots 46-51, Block 1, and Lots 57-62, Block 1, Shores at Lakewood 2nd Addition) are to be planted within 6 months of the issuance of a Certificate of Occupancy or as soon as reasonable for the trees' survivability post-issuance of the Certificate of Occupancy. The party responsible for the installation and maintenance of the trees adjacent to the residential lots is subject to Section 115 Article 4 of the municipal code.</p> <p>Trees in the boulevard of the private park lot (Lot 21, Block 2, Shores at Lakewood Addition, and Lot 35, Block 2, and Lot 56, Block 1, Shores at Lakewood 2nd Addition) shall be installed within 6 months of substantial park completion or as soon as reasonable for the trees' survivability post-substantial completion of the park property.</p>	<p><b>15. Boulevard Landscaping Requirements</b></p> <p>Boulevard landscaping shall consist of one (1) deciduous tree with a minimum caliper size of one and one-quarter inch (1 1/4") planted for every fifty (50) linear feet of public right-of-way frontage along McKenzie Drive SE.</p> <p>The placement and species selection for boulevard trees shall be subject to review and approval by the City Arborist or designated City representative prior to planting.</p> <p>For individual residential lots (including but not limited to Lots 1 and 21, Block 1, and Lot 1 and 20, Block 2, Shores at Lakewood Addition, and Lot 1, Block 3, Lot 34, Block 2, and Lots 46-51, Block 1, and Lots 57-62, Block 1, Shores at Lakewood 2nd Addition), boulevard trees shall be installed by the Developer or Builder within six (6) months following issuance of the Certificate of Occupancy, or as soon thereafter as weather conditions reasonably allow to ensure healthy establishment.</p> <p>While the Developer or Builder may install initial boulevard trees on lots under construction, the recorded covenants for Shores at Lakewood assign long-term tree planting and replacement responsibility to the individual residential lot owner.</p> <p>For private park lots (Lot 21, Block 2, Shores at Lakewood Addition, and Lot 35, Block 2, and Lot 56, Block 1, Shores at Lakewood 2nd Addition), boulevard trees shall be installed within six (6) months following substantial completion of the park improvements, subject to similar seasonal survivability considerations.</p> <p>Maintenance and replacement of boulevard trees adjacent to private lots shall be the responsibility of the adjacent lot owner, subject to Section 115 Article 4 of the City of Mandan Code of Ordinances. Maintenance of boulevard trees adjacent to private park lots shall be the responsibility of the Homeowners Association.</p>

### City Staff Comments following review:

- Staff noted the proposed language assigns the tree planting responsibility to the Developer for individual lots.

### Developer Comments following City Staff review comments:

- While the Developer or Builder may install trees during initial home construction, the recorded **covenants assign permanent responsibility to the lot owner or resident** for planting, replacement, and maintenance of boulevard trees.
- This approach aligns with long-term sustainability and resident ownership expectations.

### Reasoning / Support for Change:

- Clarifies **seasonal timing allowances** to ensure proper survivability of new plantings.
- Maintains City standards while recognizing **Builder vs. Resident** responsibility as development phases progress.
- Differentiates ongoing responsibilities for individual lot owners versus HOA, promoting accountability and long-term care.
- Ensures proper **urban forestry stewardship** without overburdening the City or requiring duplicate planting efforts.

### 16. Monument Signage Installation and Maintenance

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>16. Monument Signage Installation and Maintenance</b></p> <p>The development is hereby authorized to install monument signage within the sign easements for both Phase 1 and Phase 2. The sign easement for Phase 1 is identified as Document Number 519730, recorded in the Morton County Recorder's Office, and the sign easement for Phase 2 is depicted on the 2nd Addition Plat. Installation and maintenance of the signage shall be subject to the provisions of the City's sign code. The cost of installation, as well as the ongoing maintenance and upkeep of such signage, shall be borne solely by the Homeowners Association.</p>	<p><b>16. Monument Signage Installation and Maintenance</b></p> <p>The Shores at Lakewood Development shall be permitted to install monument signage within the designated sign easements located within Phase 1 (Document Number 519730) and Phase 2 (depicted on the Shores at Lakewood 2nd Addition plat).</p> <p>Installation, design, and maintenance of monument signage shall be in accordance with the City of Mandan sign code and subject to review and approval by the City Planning Department prior to construction.</p> <p>The Homeowners Association shall be solely responsible for all costs associated with the design, construction, installation, repair, and ongoing maintenance of the monument signage, including landscaping and lighting, if applicable.</p> <p>The Developer shall ensure that all easements necessary for sign access and maintenance are properly recorded and transferred to the Homeowners Association.</p>

### City Staff Comments following review:

- *Fine to accept*

### Developer Comments following City Staff review comments:

- *In agreement*

### Reasoning / Support for Change:

- Clarifies the HOA's exclusive obligation for full life-cycle monument sign costs, including enhancements like landscaping and lighting.
- Establishes clear City oversight of design compliance through existing sign code mechanisms.

- Protects City and public interests by requiring recordation of access and maintenance rights with the signs.

#### 17. Security & Safety Fencing Installation and Maintenance

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>17. Security &amp; Safety Fencing Installation and Maintenance</b></p> <p><b>[No original City language was provided regarding security and safety fencing.]</b></p>	<p><b>17. Security &amp; Safety Fencing Installation and Maintenance</b></p> <p>Security and safety fencing shall be installed along the perimeter of designated areas where required for public safety, park security, adjacent resident screening, as depicted and/or as otherwise approved in the civil engineering plans.</p> <p>The security and safety fencing shall be 6 ft tall, solid white vinyl or decorative precast concrete panels, subject to review and approval by the City Engineer and the City Planning Department as part of final infrastructure plan approval.</p> <p>All security and safety fencing improvements intended for public and resident benefit, including perimeter fencing along parks and stormwater facilities or adjacent to major arterial roadways, shall be included within the scope of the SID-XXX public improvement district identified in Section 5 of this Agreement. Costs of installation, design, and construction observation for fencing shall be assessed to benefiting properties in Shores 2nd, 3rd, and 4th Additions, through the SID-XXX district.</p> <p>Following construction, long-term maintenance responsibilities shall remain the responsibility of the Homeowners Association.</p>

#### City Staff Comments following review:

- *Fine to accept if we get a map of where these will go.*

#### Developer Comments following City Staff review comments:

- *The fencing will be shown on civil construction plan sets to define location and placement.*

#### Reasoning / Support for Change:

- Formally introduces the requirement, design standards, and funding mechanism for necessary public-facing fencing.
- Protects City and public by ensuring fencing is properly designed, constructed, and maintained according to clear jurisdiction.
- Separates public infrastructure from HOA obligations to avoid confusion or future disputes.



- Aligns fencing construction with logical cost-sharing through special assessment districts already outlined.
- Provides safety and peace of mind for residents and their families.
- Creates a buffer/screening for residents of adjacent development, Lillian Court, to Oxbow Drive.

## 18. Access to Private Parks

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>18. Access to Private Parks</b></p> <p>The Developer shall construct a sidewalk between Lots 10 and 11 of Block 2 in Shores at Lakewood Addition to facilitate access to the private park lot concurrent with the development of said park.</p> <p>Responsibility for the maintenance of the sidewalk shall rest with the Homeowners Association or the adjacent landowner.</p> <p>On-street parking shall not be permitted on McKenzie Drive, as it has been designated as a planned major arterial corridor for the City of Mandan, and the corridor, in its entirety, shall be signed accordingly to restrict on-street parking.</p> <p>This restriction is for the entirety of McKenzie Drive in the development. Access to the parks is either to be on foot or from the adjacent local roads where on-street parking is permissible.</p>	<p><b>18. Access to Private Parks</b></p> <p>The Developer shall construct pedestrian sidewalks or pedestrian pathways between Lots 10 and 11 of Block 2 in Shores at Lakewood Addition, and at other designated locations as shown on the approved civil engineering plans, to facilitate pedestrian access to the private parks.</p> <p>Sidewalks or pedestrian pathways shall be constructed concurrent with the development and substantial completion of each associated private park lot.</p> <p>The Homeowners Association shall be responsible for the long-term maintenance, repair, and replacement of sidewalks and pathways providing access to private parks, except where maintenance responsibility is otherwise assigned to an adjacent private lot owner through plat or recorded covenants.</p> <p>No on-street parking shall be permitted on McKenzie Drive SE, consistent with its designation as a planned major arterial corridor, and appropriate signage shall be installed to enforce the parking prohibition.</p> <p>Access to private park lots shall occur by foot from local streets where on-street parking is allowed, or by pedestrian connectivity through sidewalks and trails within the Development.</p>

### City Staff Comments following review:

- *Probably fine to accept subject to Mandan Park District approval.*

### Developer Comments following City Staff review comments:

- *In agreement*

### Reasoning / Support for Change:

- Expands flexibility by allowing multiple pedestrian access points tied to actual development plans.
- Aligns park access infrastructure timing with park construction for practical coordination.
- Protects arterial roadway functionality by clearly prohibiting on-street parking on McKenzie Drive.

- Ensures HOA maintains access infrastructure to prevent future City burden or liability.
- Promotes safe and walkable neighborhood design principles.

## 19. Trail Construction to Prairie West Golf Course

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>19. Trail Construction to Prairie West Golf Course</b></p> <p>A ten-foot, concrete trail shall be constructed by the Development from Dutton Circle SE to Prairie West Golf Course on the east side of Replat of Lots 7-8, Block 1, Shores at Lakewood at the time the Development desires such a connection, at the expense of the Development.</p> <p>Plans for this infrastructure are to be evaluated by the Mandan Parks District and City of Mandan Engineering Departments.</p>	<p><b>19. Trail Construction to Prairie West Golf Course</b></p> <p>The Developer shall be responsible for the design, permitting, and construction of a ten-foot (10') wide concrete pedestrian and bicycle trail extending from Dutton Circle SE to the Prairie West Golf Course, generally located along the east side of the Replat of Lots 7 and 8, Block 1, Shores at Lakewood, as shown on the approved development plans.</p> <p>Trail construction shall occur at the time the Developer determines the connection is practical and desirable based on development phasing and pedestrian circulation needs, and shall be subject to prior approval of design plans by both the Mandan Parks District and the City of Mandan Engineering Department.</p> <p>The Developer shall fund 100% of the costs associated with the design, permitting, and construction of the trail improvements.</p> <p>Upon final completion and acceptance by the City and/or Parks District, ownership and long-term maintenance of the trail shall be as determined through mutual agreement between the City, Parks District, and Developer, or as specified in applicable subdivision approvals.</p>

### City Staff Comments following review:

- *Probably fine to accept subject to Mandan Park District approval.*

### Developer Comments following City Staff review comments:

- *In agreement*

### Reasoning / Support for Change:

- Clarifies Developer's responsibility for full cost of trail construction while allowing flexibility on timing tied to practical needs.
- Protects City and Parks District interests by requiring approval of design standards before construction.
- Establishes that the Developer covers all upfront costs without imposing obligations on public entities.

- Provides flexibility to negotiate or specify long-term maintenance arrangements once improvements are complete.

## 20. Right-of-Way Vacation and Leaf & Grass Collection Site Relocation

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>20. Right-of-Way Vacation and Leaf &amp; Grass Collection Site Relocation</b></p> <p>The Developer has formally requested the vacation of a portion of the right-of-way located south of McKenzie Drive at the intersection of 34th Avenue SE (Doc. No. _____). As a condition precedent to the approval of this vacation, the Developer shall be responsible for relocating the leaf and grass collection site serving southeast Mandan to the northwest corner of Mandan's Waste Water Treatment Plant, at the Developer's expense.</p> <p>The City will accept access to this relocated site from Oxbow Trail SE, which may be established either as an improved roadbed, with preparations made for a future full-width urban street section, or as a complete urban street section.</p> <p>It is further stipulated that the southeast Mandan leaf and grass collection site must remain operational at all times. The City reserves the right to continue utilizing the remaining right-of-way south of McKenzie Drive SE until such time as an alternative site that meets City standards is fully established. The new grass collection site shall include a hard-surfaced area. This condition was duly approved as part of the right-of-way vacation at the City Commission meeting held on June 4, 2024.</p>	<p><b>20. Right-of-Way Vacation and Leaf &amp; Grass Collection Site Relocation</b></p> <p>The Developer has requested the vacation of a portion of the existing public right-of-way located south of McKenzie Drive SE at the intersection of 34th Avenue SE, as recorded under Document No. _____.</p> <p>As a condition of approval of the requested vacation, the Developer shall relocate the existing southeast Mandan leaf and grass collection site to the northwest corner of the Mandan Wastewater Treatment Plant property, at the Developer's sole cost and expense.</p> <p>The relocated collection site shall include, at a minimum, a hard-surfaced area suitable for year-round public use, and shall be accessed from Oxbow Trail SE via an improved all-weather roadbed or a full-width urban street section, as approved by the City Engineer.</p> <p>Upon the platting and development of Shores at Lakewood 3rd Addition, the leaf and grass collection site will be relocated to its final permanent location at the southwest corner of the Mandan Wastewater Treatment Plant, again at the Developer's sole cost and expense. The final site shall also include a hard-surfaced area and be served by an improved access route approved by the City Engineer.</p> <p>Recognizing that the final location remains subject to regulatory approval, including the outcome of the USACE wetlands relocation permit, the Developer will provide updated site plans for the collection site as part of each Civil Construction Plan Set submitted for each phase of development. These phase-based site plans will clearly depict the operational location and access route for the collection site at each stage of buildout.</p> <p>The Developer shall coordinate construction and relocation activities to ensure uninterrupted public availability of the grass and leaf collection service throughout all phases of transition.</p> <p>The City reserves the right to continue use of the vacated right-of-way until the new site is fully constructed and accepted by the City of Mandan.</p>

### City Staff Comments following review:

- Staff emphasizes the need for certainty regarding grass dump site placement across phases.
- There is reluctance to accept the southwest corner of the WWTP as a final site.

### Developer Comments following City Staff review comments:

- The Developer agrees in principle with the need for phase-based clarity, and will include a site-specific plan within each civil construction submittal to show the grass collection site's location and access route.
- The final location is contingent upon USACE decisions related to the Developer's pending wetlands relocation permit. Final location and access may be adjusted accordingly and coordinated with City staff.

### Reasoning / Support for Change:

- Establishes clear Developer responsibility and timeline for site relocations tied to right-of-way vacation benefits.
- Maintains **uninterrupted service** for residents and ensures **public confidence** in utility continuity.
- Commits to **phased transparency** through plan submittals, while recognizing **site-specific constraints** and permitting realities.
- Offers a balanced and responsive solution that upholds both **City operations and regulatory compliance**.

## 21. Community-Wide Irrigation System Requirements

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>21. Community-Wide Irrigation System Requirements</b></p> <p>The Developer of the Shores at Lakewood has proposed a community-wide irrigation system for all residential and park lots within the development.</p> <p>This system will utilize an interconnected setup combining recycled stormwater from the common stormwater/amenity pond and City water through metered connections, with costs covered by the Homeowners Association. Irrigation lines are not permitted to cross the public right-of-way.</p> <p>Currently, the City of Mandan will not oversee or assist with repairs or maintenance of this system. If the irrigation system is abandoned or altered, the City reserves the right to require formal abandonment of any connections to municipal water mains that are no longer necessary.</p> <p>The location of all community-wide irrigation meter pits must be provided to and be approved by City Public Works and Engineering Staff prior to installation.</p> <p>The stormwater pond within the Shores at Lakewood development must maintain a minimum water surface elevation of 1,619 ft to maintain levee stability for the adjacent Lower Heart River Levee System.</p>	<p><b>21. Community-Wide Irrigation System Requirements</b></p> <p><b>Developer's Proposed Revised Language (Updated Post-Review with LHRWRD, HDR, and City Staff):</b></p> <p>The Developer shall design and construct a community-wide irrigation system to serve the landscaped areas of all residential lots, private park lots, and common areas within the Shores at Lakewood Development.</p> <p>The irrigation system shall utilize a dual-source supply combining recycled stormwater—drawn from the development's stormwater detention/amenity pond—and potable City water through metered connections, as necessary to ensure system reliability and capacity.</p> <p>The Homeowners Association shall assume sole responsibility for the operation, maintenance, repair, and replacement of the community-wide irrigation system. The City of Mandan shall have no ownership interest, operational responsibility, or maintenance obligation with respect to the irrigation system.</p>

	<p>Irrigation pipelines shall not cross public right-of-way unless specifically approved by the City Engineer and supported by properly recorded easements.</p> <p>If any portion of the irrigation system utilizing municipal water is abandoned or decommissioned, the Developer or Homeowners Association shall, at their sole cost and expense, properly cap or remove the municipal water connections, subject to inspection and approval by the City Public Works Department.</p> <p>All irrigation meter pits shall be depicted in the civil engineering plans and must receive formal approval by the City Engineering Department prior to installation.</p> <p>Following construction of the stormwater pond that supplies the irrigation system, the pond shall be maintained to a minimum water surface elevation of 1,619 feet at all times to ensure the structural integrity of the adjacent Lower Heart River Levee System, consistent with applicable standards established by the Lower Heart River Water Resource District (LHRWRD). All construction activities related to the pond, including excavation and grading, shall adhere to approved civil and geotechnical engineering plans.</p> <p>In the event of a verified severe drought condition—defined as simultaneous, sustained drops in both the Missouri River and Heart River surface elevations below 1,619 feet—the Developer may request temporary approval from LHRWRD to operate the stormwater pond below this elevation. As a prerequisite to such approval, the Developer shall submit a supporting geotechnical engineering analysis for review and receive a no-objection determination or written approval from the United States Army Corps of Engineers (USACE), ensuring that any temporary deviation does not compromise the levee’s structural integrity.</p>
--	---

**City Staff Comments following review:**

- *City cannot authorize an exception to the LHRWRD-mandated minimum pond elevation.*

**Developer Comments following City Staff review comments (and follow-up meeting with LHRWRD consultant and board member):**

*The Developer concurs that the City of Mandan does not have the authority to authorize deviations from the 1,619-foot minimum stormwater pond elevation mandated by the Lower Heart River Water Resource District (LHRWRD). To that end, the Developer has engaged HDR Engineering, consultant to the LHRWRD, to evaluate the viability of the proposed contingency language under extreme drought scenarios.*

*The language proposed is not intended to create a standing exception, but rather to establish a clearly regulated and review-based contingency protocol for rare and extraordinary conditions. Following subsequent meetings with both HDR and a representative of the LHRWRD Board, it was determined that:*

- *Any temporary variation from the 1,619-foot elevation standard during a verified drought must be based on formal geotechnical engineering analysis; and*
- *Such analysis must be reviewed by both LHRWRD and the United States Army Corps of Engineers (USACE), with the USACE either issuing a no-objection or written approval confirming the variation poses no risk to the structural integrity of the levee system.*

*This ensures that no action will be taken outside the proper authority or without full oversight from the responsible regulatory bodies.*

### **Reasoning / Support for Change:**

- **Clarifies Ownership and Liability:** Clearly defines that the irrigation system is a private improvement fully owned and maintained by the HOA, insulating the City from future burden or legal exposure.
- **Operationally Practical:** Separates the irrigation system’s construction obligations from its operational performance requirements, allowing for flexibility and seasonal resilience in implementation.
- **Sustainable Water Use:** Supports long-term sustainability by defining a dual-source system that uses both recycled stormwater and potable City water to ensure consistent irrigation service.
- **Public Right-of-Way Protections:** Reaffirms restrictions on infrastructure placement within City-controlled ROWs, preserving public access, safety, and utility planning.
- **Regulatory Alignment:** Strongly reaffirms the 1,619-foot elevation requirement as a non-negotiable operational baseline and clarifies that any temporary variation may occur only:
  - During extreme, documented drought conditions;
  - With supporting engineering analysis; and
  - Upon review and approval by both LHRWRD and USACE.
- **Resilient Infrastructure Planning:** Provides a structured, limited pathway for operational flexibility under severe climate pressures, without undermining regulatory integrity or public safety protections.

## **22. Maintenance Responsibility of Heart River Oxbows**

<b>Original City Draft Language:</b>	<b>Developer’s Proposed Revised Language:</b>
<p><b>22. Maintenance Responsibility of Heart River Oxbows</b></p> <p>Shores at Lakewood and Shores at Lakewood 2nd Addition plat approvals required that the natural areas located within the Heart River oxbows in these subdivisions be maintained by the Homeowners Association.</p> <p>This maintenance requirement shall remain in full force and effect for all phases and lots within the Shores at Lakewood master plan.</p>	<p><b>22. Maintenance Responsibility of Heart River Oxbows</b></p> <p>The Homeowners Association for Shores at Lakewood shall be responsible for the ongoing maintenance, care, and stewardship of the natural open space areas located within the Heart River oxbows contained within Shores at Lakewood and Shores at Lakewood 2nd Addition.</p>

<p>Such maintenance responsibility includes, but is not limited to, removal of debris, deadfall, hazard trees, invasive species, and noxious weeds, along with periodic mowing, trimming, and other necessary actions to preserve the health, safety, and general aesthetics of the oxbow areas.</p>	<p>This maintenance responsibility shall remain binding on the HOA and shall extend to all future phases and lots within the Shores at Lakewood Master Planned Community.</p> <p>Maintenance activities shall include, but are not limited to, the removal of debris, deadfall, hazardous trees, invasive species, and noxious weeds, along with periodic mowing, trimming, and other measures as necessary to preserve the ecological health, safety, and general aesthetics of the oxbow areas.</p> <p>Any areas within the Heart River oxbows that are formally designated as jurisdictional wetlands by the United States Army Corps of Engineers (USACE) shall be exempt from general HOA maintenance obligations. These areas shall instead be managed in accordance with applicable federal regulations, approved USACE permits, and any adopted mitigation plans or long-term monitoring protocols.</p> <p>Once the USACE completes its delineation and related permitting processes, a final wetlands determination map and narrative will be submitted to the City of Mandan to clearly identify which oxbow areas are subject to standard HOA maintenance and which are governed by USACE oversight.</p> <p>The City of Mandan shall have no obligation or liability related to maintenance, restoration, or improvements within either category of natural open space areas.</p>
--	--

**City Staff Comments following review:**

- *Staff requests clarity, when determined by USACE, on which portions of the oxbows are regulated wetlands and which are not for enforcement purposes.*

**Developer Comments following City Staff review comments:**

- *Developer agrees with this request and commits to providing a final wetlands determination once the USACE concludes its review. This map and supporting documentation will define the ongoing enforcement boundary between HOA-maintained and federally governed areas.*

**Reasoning / Support for Change:**

- Clearly defines HOA responsibility for oxbow stewardship while exempting federally regulated areas that require specialized compliance.
- Commits to delivering a final wetland delineation and maintenance boundary for future clarity and enforcement.
- Prevents confusion or improper maintenance activity in protected areas while preserving aesthetic, environmental, and safety standards elsewhere.
- Relieves the City of any maintenance burden while affirming the Developer's and HOA's role in long-term care and compliance.

## 23. Lower Heart River Water Resource District Conditions Compliance

Original City Draft Language:	Developer's Proposed Revised Language:
<p><b>23. Lower Heart River Water Resource District Conditions Compliance</b></p> <p>The Developer must comply with all conditions and requirements set forth by the Lower Heart River Water Resource District (LHRWRD) in relation to the Shores at Lakewood and Shores at Lakewood 2nd Addition developments.</p> <p>These conditions include, but are not limited to, the maintenance of stormwater detention ponds, maintenance of levee integrity, and any additional stormwater or flood protection measures required by the LHRWRD.</p> <p>Any modifications to existing drainage patterns or improvements within LHRWRD jurisdiction shall require the prior written consent of the LHRWRD.</p>	<p><b>23. Lower Heart River Water Resource District Conditions Compliance</b></p> <p>The Developer and the Homeowners Association for Shores at Lakewood shall comply with all conditions, requirements, and approvals imposed by the Lower Heart River Water Resource District (LHRWRD) in connection with Shores at Lakewood Addition, Shores at Lakewood 2nd, 3rd, and 4th Additions.</p> <p>Compliance obligations include, but are not limited to:</p> <ul style="list-style-type: none"><li>• Maintenance of all stormwater detention ponds, including preservation of design storage volumes and outlet structures.</li><li>• Maintenance of levee integrity, including prevention of any activity that could compromise the function or stability of the levee system adjacent to the development.</li><li>• Implementation of any additional stormwater management, drainage, or flood protection measures reasonably required by the LHRWRD.</li></ul> <p>No grading, drainage modifications, or construction activities that affect regulated drainageways, floodways, levees, or stormwater infrastructure under LHRWRD jurisdiction shall proceed without prior written approval from the LHRWRD.</p> <p>All applicable LHRWRD conditions and approvals shall be incorporated into the Development's civil engineering plan sets prior to commencement of related construction activities.</p>

### **City Staff Comments following review:**

- *The City requests that all proposed language and conditions be explicitly reviewed and approved by LHRWRD.*

### **Developer Comments following City Staff review comments:**

- *The Developer agrees in principle and will coordinate all proposed conditions with LHRWRD and its consulting engineer (HDR).*
- *Developer reserves the right to engage in direct discussion with LHRWRD to resolve any clarification issues or misunderstandings that may arise in the interpretation or application of those conditions.*



### Reasoning / Support for Change:

- Expands the scope of compliance beyond initial development to include long-term HOA responsibility, protecting the City from future liability.
- Emphasizes the structural integrity of the levee system and ensures no work occurs within LHRWRD jurisdiction without full approval.
- Establishes a **clear coordination channel** between the Developer, City, and LHRWRD for plan integration and compliance documentation.
- Balances the City's interest in regulatory enforcement with the Developer's need to manage evolving technical requirements across project phases.

### 24. Enforcement and Amendments

Original City Draft Language:	Developer's Proposed Revised Language:
<b>24. Enforcement and Amendments</b>  This Agreement shall be binding upon the Developer, its successors and assigns, and the Homeowners Association.  Enforcement of the provisions contained herein shall be through the City of Mandan's standard enforcement procedures, which may include, but are not limited to, withholding building permits, occupancy permits, and/or the recording of noncompliance notices.  No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by all parties to the Agreement or their successors in interest.	<b>24. Enforcement and Amendments</b>  This Development Agreement shall be binding upon the Developer, its successors and assigns, and the Homeowners Association ("HOA") for Shores at Lakewood.  Enforcement of the provisions of this Agreement may be pursued by the City of Mandan using any lawful method available, including but not limited to, the withholding of building permits, Certificates of Occupancy, plat approvals, or other development-related approvals or services, and/or the recording of noncompliance notices affecting the applicable properties.  No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless made in writing and executed by the City of Mandan, the Developer, and, if applicable, the Homeowners Association, or their lawful successors and assigns

### City Staff Comments following review:

- *City Attorney can decide which version is best.*

### Developer Comments following City Staff review comments:

- *In Agreement*

### Reasoning / Support for Change:

- Clarifies that both the Developer and HOA are legally bound by the Agreement.
- Expands enforcement tools available to the City to ensure compliance while maintaining flexibility.
- Formalizes that amendments require joint written consent from all principal parties to protect the interests of the City, Developer, and homeowners.
- Reinforces procedural clarity and legal enforceability for any future modifications.

## 25. Not Binding

Original City Draft Language:	Developer's Proposed Revised Language:
<b>25. Not Binding</b>  This Agreement shall not be binding upon the City of Mandan until it is duly executed by the City's authorized representatives and recorded with the Morton County Recorder's Office.	<b>25. Not Binding</b>  This Agreement shall not be binding upon the City of Mandan until it is duly executed by the City's authorized representatives and recorded with the Morton County Recorder's Office.

### ***City Staff Comments following review:***

- *City Attorney can decide which version is best.*

### ***Developer Comments following City Staff review comments:***

- *In Agreement*

### **Reasoning / Support for Change:**

- No changes proposed; the original City draft language is sufficient and appropriate.
- Correctly outlines the legal prerequisite for the Agreement to become effective against the City.

### III. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement as of the dates set forth below.

---

Mayor James Froelich  
City of Mandan

Attest:

---

Jim Neubauer  
City Administrator

---

Cole Higlin  
Director, Mandan Park District

---

Arthur Goldammer  
TRX Developers, LLC

Attest:

---

---

## **White Paper: Revised Solutions to Mitigate "Double Assessment" Concerns**

A valid point was raised by City staff related to the life cycle of an improvement and the corresponding term of municipal bond issued to pay for it. Specifically to street improvements. Chip seal is typically needed between 7 to 10 year mark, with mill and overlay 10 to 15 years.

These both would be sooner than the proposed 25 year bond would mature and be paid off, creating the need to either add another municipal bond and special assessment district to existing, or look to another method of solving this challenge, while keeping the 25 year bond for affordability reasons to tax paying residents.

To address the risk of overlapping special assessments from longer-term bonds and future maintenance needs, while ensuring compliance with NDCC Chapter 40, focus on the following strategies:

### **1. Integrated Maintenance Reserve Fund**

#### **Structure:**

- Allocate 10–15% of bond proceeds (e.g., \$4,000–\$6,000 per \$40,000 assessment) to a dedicated reserve fund for future maintenance (e.g., chip seal, crack fill).
- Legal Basis: NDCC § 40-22-01 allows inclusion of all improvement costs, including reserves, in assessments.

#### **Example:**

- A \$40,000 bond over 25 years at 5% yields an annual payment of \$2,838.
- 15% reserve (\$6,000) is set aside from bond proceeds, leaving \$34,000 for construction.
- The reserve fund covers maintenance at Year 7–10, avoiding a second assessment.

#### **Key Point:**

- Homeowners repay the full \$40,000 bond, but the reserve ensures no additional assessments for maintenance.

### **2. Hybrid Financing with City Participation**

#### **Proposal:**

- Use NDCC § 40-22-16 to allocate 20% of project costs (\$8,000 per \$40,000 assessment) to the city's general fund.
- The city funds routine maintenance via its capital budget.

#### **Example:**

- Homeowner assessment drops to \$32,000, with annual payments of \$2,270 over 25 years.
- Maintenance costs are absorbed into the city's existing road maintenance program.

### 3. Deferred Interest/Payment Holiday Structure

#### Mechanism:

- Structure bonds with 10 years of interest-only payments (e.g., \$2,000/year on a \$40,000 bond at 5%), followed by 15 years of principal + interest (\$3,800/year).

#### Benefits:

- Lowers early payments, allowing homeowners to save for future costs.
- Avoids layering assessments by aligning payments with infrastructure lifespan.

### 4. TIF District Overlay

#### Strategy:

- Designate the area as a Tax Increment Financing (TIF) district under NDCC § 40-58-24.
- Use incremental property tax growth to fund maintenance, eliminating homeowner assessments.

#### Example:

- A 3% annual rise in property values (assuming \$2Mm in combined property values) generates ~\$4,800/year in TIF revenue by Year 10, covering maintenance.

#### Comparative Impact

Approach	Annual Payment (Years 1–25)	Maintenance Funding Source
25-Year Bond + Reserve Fund	\$2,838	Pre-funded reserve (\$6,000)
Hybrid Financing	\$2,270	City capital budget
Deferred Interest	\$2,000 (Years 1–10), \$3,800 (Years 11–25)	Homeowner savings
TIF District Overlay	Varies, potentially \$0	Incremental tax revenue

**Recommendations for 25 year bonding options (in preferential order):**

- 1. Mandate Reserves: Require 10–15% reserves in all bond issuances to pre-fund maintenance.**
- 2. Adopt Hybrid Financing: Share costs with the city under NDCC § 40-22-16 to reduce homeowner burdens.**
- 3. Offer Deferred Payments: Smooth cash flow with interest-only periods.**
- 4. Pilot TIF Districts: Fund maintenance via property value growth.**

**These strategies prevent overlapping assessments while ensuring compliance and affordability. For structuring guidance, collaborate with Colliers Securities LLC (West Fargo’s advisor, also used by City of Mandan) or Mandan’s other current municipal bond counsel.**

**White Paper: Alternative Municipal Bonding Options for Special Assessment Districts in Mandan, ND**  
***Prepared for the Mandan City Commission – Shores at Lakewood Community***

**Introduction**

The City of Mandan's reliance on 10- and 15-year special assessment bonds has led to steep annual payments for homeowners in districts like Street Improvement District #226. To ensure future affordability, this white paper outlines alternative bonding strategies under Chapter 40 of the North Dakota Century Code (NDCC). Drawing from successful models like West Fargo's extended-term bonds and insights from Colliers Securities LLC (West Fargo's municipal bond advisor), we propose alternative financing mechanisms to lower annual costs for residents in *future* districts.

**Current Challenges with Short-Term Bonds**

- **High Annual Payments:** For a \$40,000 special assessment per home, a 10-year bond at 5% interest results in ~\$5,088/year per homeowner. A 15-year term reduces this to ~\$3,792/year, but both remain financially burdensome.
- **Mismatched Lifespans:** Road and utility infrastructure lasts 25–30 years, yet repayment periods are significantly shorter, inflating annual costs.

**Proposed Bonding Options for Future Districts**

**1. Extended-Term Special Assessment Bonds**

**Legal Basis:** NDCC § 40-33-06 (allowing repayment terms up to 30 years).

**Example Calculation:**

Term	Interest Rate	Annual Payment (Per \$40k Assessment)
10-year	5.0%	\$5,088
25-year	5.0%	\$2,808
30-year	5.25%	\$2,580

**Benefits:**

- 56% reduction in annual costs with a 25-year term vs. 10-year term.
- Aligns debt service with infrastructure lifespan.

**Implementation:**

- Partner with Colliers Securities LLC (West Fargo's advisor) or Mandan's current consultant to structure bonds.
- Conduct public hearings per NDCC § 40-22-15 to ensure transparency.

**2. Tax Increment Financing (TIF) Districts**

**Legal Basis:** NDCC § 40-58-24.

**Proposal:**

- Designate future districts as TIF zones, using incremental property tax growth (from rising home values) to repay bonds instead of homeowner assessments.

**Example:**

- If home values in Shores at Lakewood rise 3% annually, a \$40,000 assessment could be funded entirely via TIF revenue within 10–15 years.

**Benefits:**

- Eliminates direct homeowner payments.
- Taps into value created by infrastructure investments.

**Recommendations****1. Adopt 25-Year Bonds as Standard:**

- Follow West Fargo's model, which uses Colliers Securities LLC to issue bonds with terms matching infrastructure lifespans.
- Example: A 25-year bond at 5% reduces annual payments to \$2,808/home vs. \$5,088 under Mandan's current 10-year structure.

**2. Pilot TIF Districts:**

- Apply TIF to future phases of Shores at Lakewood, replicating Fargo's Infrastructure Funding Policy.

**3. Engage Expert Advisors:**

- Work with Colliers Securities LLC and/or Mandan's other current consultants to structure bonds and navigate NDCC compliance.

**Next Steps**

1. **Financial Modeling:** Request proposals from Colliers Securities LLC to project costs for 25- and 30-year bonds.
2. **Public Outreach:** Host town halls to educate residents on extended-term benefits.
3. **Ordinance Updates:** Amend city codes to permit extended terms under NDCC § 40-33-06.

This strategy balances fiscal responsibility with affordability, ensuring Mandan remains competitive in attracting homeowners.

Respectfully submitted,

Arthur Goldammer, TRX Developers

701-426-0197



## **Future Property Tax Impact Summary**

*Shores at Lakewood Master Planned Community*

*Prepared for City of Mandan Commissioners*

*Date: May 31, 2025*

### **I. Residential Property Tax Revenue (Shores 1st, 2nd & 4th Additions)**

#### **Overview:**

- **Total Residential Units:** 209
- **Estimated Average Home Value:** \$650,000
- **Estimated Effective Tax Rate:** 1.26% (2024 rate)

#### **Estimated Annual Property Tax Revenue:**

- **Total Across All Taxing Authorities:** \$1,711,710

#### **Breakdown by Jurisdiction:**

- City of Mandan: **\$391,147**
- Mandan Public School District: **\$782,032**
- Mandan Parks & Recreation: **\$177,902**
- Morton County: **\$323,643**
- Lower Heart River Water Resource District: **\$24,414**
- Soil Conservation District: **\$6,469**
- State of North Dakota: **\$6,103**

### **II. Commercial Property Tax Revenue (Shores 3rd Addition)**

#### **Zoning Context:**

- Shores 3rd Addition is a PUD guided under a **Commercial Zoning Overlay**.

#### **Total Estimated Annual Tax Revenue Once Fully Developed:**

- **\$537,945**

#### **Comparable Property-Based Projections:**

### 1. Comparable #1: Direct Ag Facility

- Location: 2120 40th Ave SE, Mandan, ND
- Applied to: Lots 1–5, Block 1, Shores 3<sup>rd</sup> Addition
- Annualized Tax per Lot: \$21,513
- **Total Estimate: \$107,565**

### 2. Comparable #2: Lakewood 9th Addition – Shop Condos

- Location: 3930 21st St SE, Mandan, ND
- **Applied to: Lot 9, Block 1 – 1,800 sq ft units (50 total)**
  - \$2,727 per unit (\$1.52/sqft): **\$136,350**
  - **8,100 sq ft units (4 total):** \$12,312 per unit: **\$49,248**
- **Applied to: Lots 6 & 8, Block 1 – 1,000 sq ft units (82 total)**
  - \$1,520 per unit: **\$124,640**
- **Total from Shop Condos: \$310,238**

### 3. Comparable #3: Sundancer Properties – Self Storage

- Location: 4600 21st St SE, Mandan, ND
- Applied to: Lot 7, Block 1, Shores 3<sup>rd</sup> Addition
- 364,065 sq ft taxable @ \$0.33/sqft
- **Total Estimate: \$120,142**

## III. Combined Future Tax Role Impact

**Total Estimated Annual Tax Revenue (Residential + Commercial):**  
**\$2,249,655**

This forecast underscores the long-term financial benefit to the City of Mandan and its associated taxing authorities from full buildout of the Shores at Lakewood community. In addition to substantial residential contributions, the flexible commercial zoning overlay in Shores 3rd Addition offers scalable tax growth through mixed-use development that mirrors successful comparable sites.

# MASTERPLANNED SUBDIVISION/PHASING PLAN SHORES AT LAKEWOOD TO THE CITY OF MANDAN

PART OF OUTLOT A (WEST OF LAKEWOOD 7TH ADDITION TO THE CITY OF MANDAN) IN SECTION 1, LOT 1 OF LOT B IN SECTION 1, LOT 1, BLOCK 2 OF LAKEWOOD 7TH ADDITION TO THE CITY OF MANDAN IN SECTION 1, PART OF OUTLOT A (SOUTH AND WEST OF LOT 1 OF LOT B) IN SECTION 1, PART OF LOT 3 OF AUDITOR'S LOT A IN SECTION 1, PART OF AUDITOR'S LOT A OF GOVERNMENT LOT 2 (LESS LV-15A .54 ACRES) IN SECTION 12, AND PART OF LOT A OF GOVERNMENT LOT 7 IN SECTION 12, T138N, R81W, OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA

MASTER PHASING PLAN

SHORES AT LAKEWOOD ADDITION:

- MCKENZIE DRIVE AND DUTTON LOOP
- LOTS 1-21 BLOCK 1
- LOTS 1-21 BLOCK 2
- ALL GRADING/EXCAVATION FOR RESIDENTIAL
- NORTH PORTION POND

SHORES AT LAKEWOOD 2ND ADDITION:

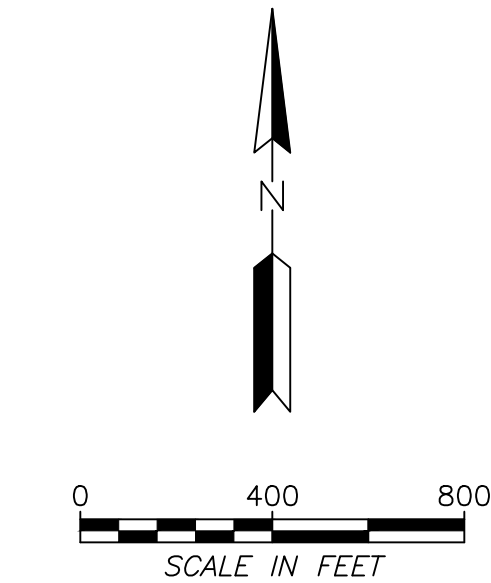
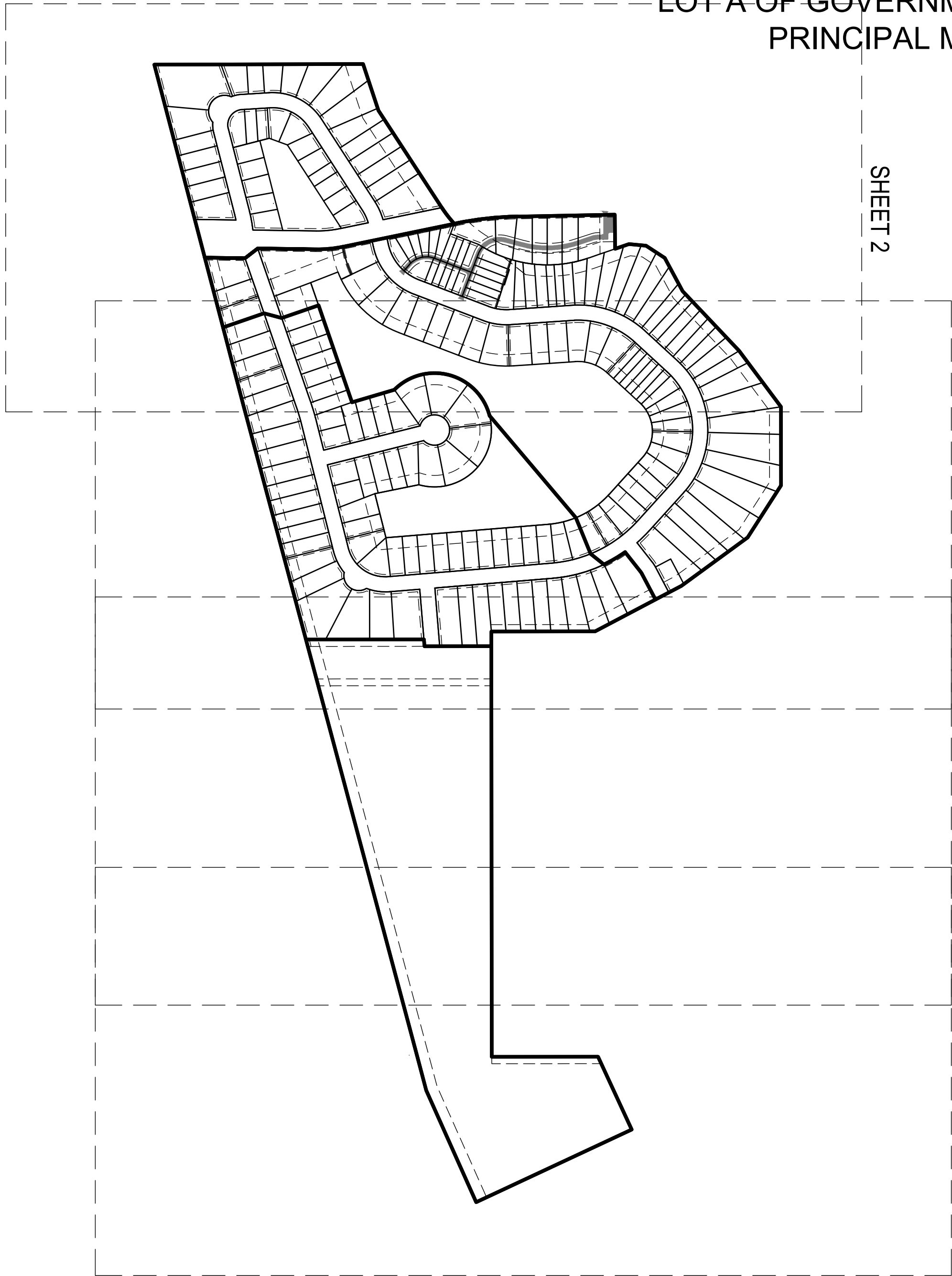
- CLEAR CREEK LOOP SE AND CLEAR CREEK LANE SE
- LOTS 1-63 BLOCK 1
- LOTS 1-37 BLOCK 2
- LOTS 1-3 BLOCK 3
- SOUTHERN PORTION POND

SHORES AT LAKEWOOD 3RD ADDITION:

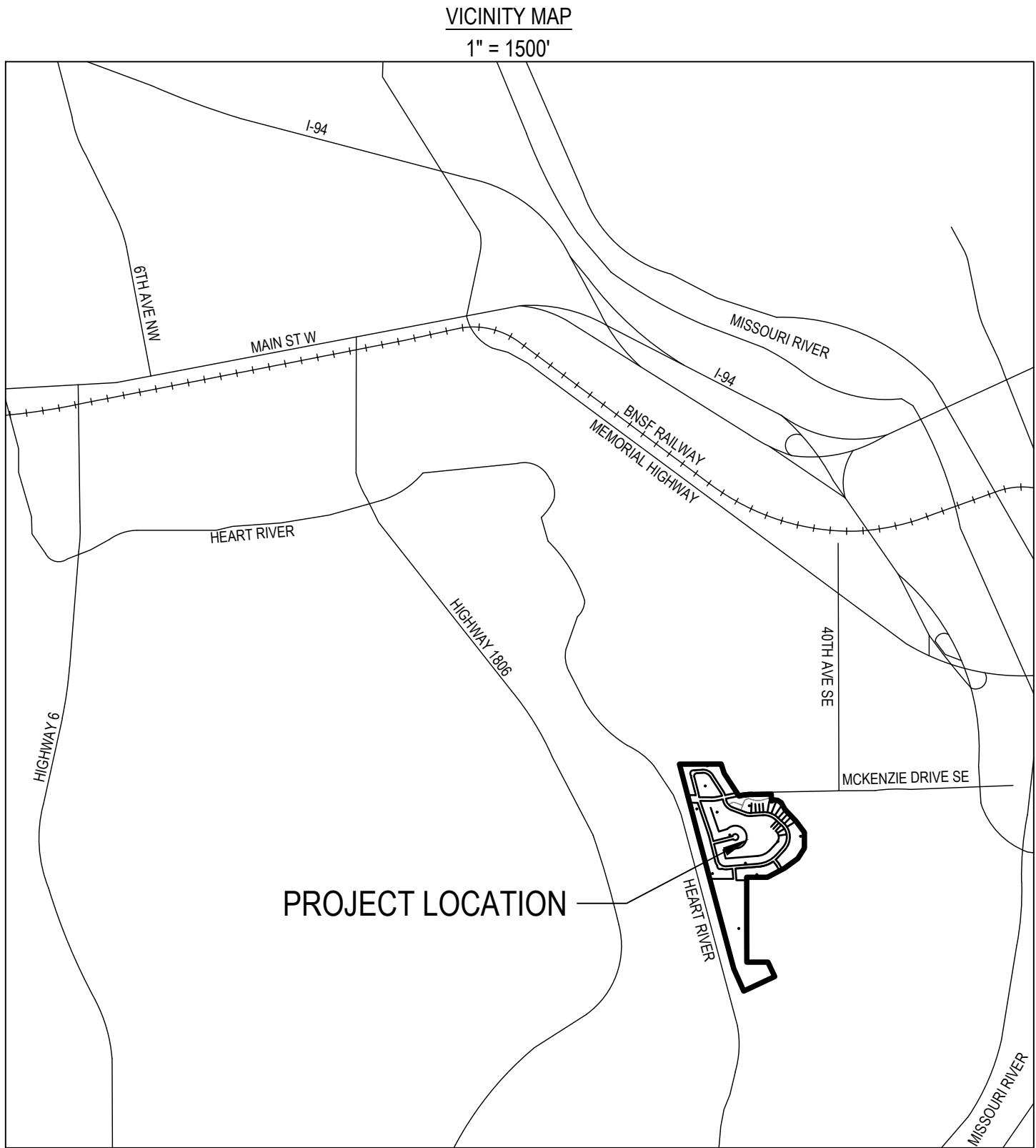
- LOTS 1-9 BLOCK 1

SHORES AT LAKEWOOD 4TH ADDITION:

- LOTS 1-12 BLOCK 1
- LOTS 1-43 BLOCK 2
- LOTS 1-20 BLOCK 3
- OXBOW TRAIL SECOND ACCESS



SCALE: 1 INCH = 400 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
BEARINGS AND DISTANCES ARE GRID



PLAT BOUNDARY DESCRIPTION

BEGINNING AT AN AC AT THE SOUTHWEST CORNER OF LOT 3 OF THE MIDWAY FIRST ADDITION THENCE N89°52'46"E A DISTANCE OF 910.23 FEET; THENCE S18°15'11"E A DISTANCE OF 213.31 FEET; THENCE S33°07'29"E A DISTANCE OF 505.33 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET AND AN INTERNAL ANGLE OF 91°17'05" A DISTANCE OF 89.13 FEET AND SAID ARC HAVING A CHORD BEARING OF S37°43'19"E AND A CHORD LENGTH OF 89.03 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1459.12 FEET AND AN INTERNAL ANGLE OF 10°26'10" A DISTANCE OF 265.77 FEET AND SAID ARC HAVING A CHORD BEARING OF N83°39'50"E AND A CHORD LENGTH OF 265.40 FEET; THENCE S0°31'55"E A DISTANCE OF 170.64 FEET; THENCE N71°00'47"E A DISTANCE OF 133.48 FEET; THENCE S84°33'49"E A DISTANCE OF 74.74 FEET; THENCE S56°54'29"E A DISTANCE OF 97.27 FEET; THENCE S28°14'06"E A DISTANCE OF 164.76 FEET; THENCE 43°29'31"E A DISTANCE OF 358.14 FEET; THENCE S36°44'02"E A DISTANCE OF 304.58 FEET; THENCE S00°03'54"E A DISTANCE OF 342.86 FEET; THENCE S32°43'11"W A DISTANCE OF 269.52 FEET; THENCE S53°48'56"W A DISTANCE OF 357.60 FEET; THENCE S62°12'30"W A DISTANCE OF 425.50 FEET; THENCE S89°56'00"W A DISTANCE OF 451.90 FEET; THENCE S00°00'45"E A DISTANCE OF 177.91 FEET; S00°04'46"E A DISTANCE OF 884.25 FEET; THENCE N89°57'05"E A DISTANCE OF 463.17 FEET; THENCE S24°48'47"E A DISTANCE OF 349.49 FEET; THENCE S64°58'36"W A DISTANCE OF 748.29 FEET; THENCE N24°03'08"W A DISTANCE OF 533.90 FEET; THENCE N14°53'43"W A DISTANCE OF 162.67 FEET; THENCE N14°56'51"W A DISTANCE OF 2927.07 FEET; N14°40'07"W A DISTANCE OF 150.09 FEET; THENCE N14°39'00"W A DISTANCE OF 1387.09 FEET TO THE POINT OF BEGINNING.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, That the undersigned, as owner of the above described property, has caused the same to be surveyed and platted as "Shores at Lakewood Subdivision" to the city of Mandan, Morton County, North Dakota, and does hereby dedicate to the public, for public use, all streets, avenues, and drainage & utility easements as shown on this plat except those easements shown hereon as "Existing", and do hereby dedicate to the City of Mandan storm water retention pond access and maintenance easements across Lot 1 of Block 1, Lot 2 of Block 2, Lot 51 of Block 2, Lot 1 of Block 3, and Lot 1 of Block 6 as shown hereon.

(Company Name)  
By (Name), (Title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2022, appeared before me, (Name), known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

Notary Public, \_\_\_\_\_  
(county & state)

My commission expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, Kevin G. Nelson, registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a true and correct representation of the survey of said plat; that all distances shown on said plat are correct; and that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Kevin G. Nelson  
Professional Land Surveyor  
N.D. Registration No. 3638

State of North Dakota )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2022, appeared before me, Kevin G. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

Notary Public, Cass County, North Dakota

My commission expires: \_\_\_\_\_

MANDAN CITY APPROVAL

The City of Mandan, North Dakota, has approved the attached plat as shown heron, and lying within the jurisdiction of the City of Mandan, has approved the streets, alleys, and other public ways and grounds of the attached plat.

(Name), Mayor Date

(Name), City Auditor Date

State of North Dakota )  
County of Morton ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said county and state, personally appeared (Name), Mayor, and (Name), City Auditor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same in the name of the City of (City Name).

Notary Public, Morton County, North Dakota

My commission expires: \_\_\_\_\_

SHEET 1 OF 5



1300 TACOMA AVE. BISMARK, ND 58504 (701) 957-3348 WWW.MTPPLANS.COM



# MASTERPLANNED SUBDIVISION/PHASING PLAN SHORES AT LAKEWOOD TO THE CITY OF MANDAN

AN UNPLATTED PORTION OF OUTLOT A AND PART OF LOT 3 OF AUDITOR'S LOT A OF SECTION 1,  
AND PART OF LOT A OF GOVERNMENT LOT 2 AND PART OF LOT A OF GOVERNMENT LOT 7 OF  
SECTION 12, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN,  
MORTON COUNTY, NORTH DAKOTA



SHORES AT LAKEWOOD ADDITION, BLOCK 1	
LOT	AREA (SF)
1	17486
2	12206
3	12227
4	12247
5	12270
6	21682
7	40933
8	11053
9	12171
10	8903
11	9855

SHORES AT LAKEWOOD ADDITION, BLOCK 1	
LOT	AREA (SF)
12	12178
13	18837
14	26828
15	24052
16	17103
17	16030
18	16050
19	16070
20	16090
21	31433

SHORES AT LAKEWOOD ADDITION, BLOCK 2	
LOT	AREA (SF)
19	6000
20	10666
1	10177
2	6015
3	6015
4	6494
5	6000
6	6000
7	6000
8	10383
9	7336

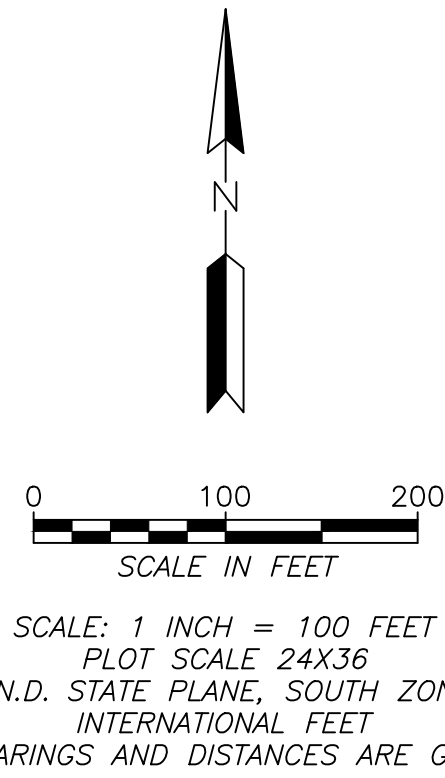
SHORES AT LAKEWOOD ADDITION, BLOCK 2	
LOT	AREA (SF)
10	6860
11	10528
12	11098
13	6053
14	6916
15	6000
16	6000
17	6000
18	6000
21	72239

SHORES AT LAKEWOOD 2ND ADDITION, BLOCK 1	
LOT	AREA (SF)
1	25994
2	22164
3	20152
4	26018
5	29398
6	36225
7	30796
8	34084
9	29163
10	29007

SHORES AT LAKEWOOD 2ND ADDITION, BLOCK 1	
LOT	AREA (SF)
11	21350
12	13298
13	14646
14	11723
15	10523
17	11334
18	11501
20	16586
21	19354
22	18311

SHORES AT LAKEWOOD 2ND ADDITION, BLOCK 1	
LOT	AREA (SF)
23	17369
24	15996
25	13032
27	8024
28	6455
29	6477
30	9221
31	9647
32	8926
33	10486

SHORES AT LAKEWOOD 2ND ADDITION, BLOCK 1	
LOT	AREA (SF)
34	6477
35	5343
36	5274
37	5204
38	5135
39	6392
40	5712
41	3472
42	3472
43	3472



SHEET 2 OF 5





# MASTERPLANNED SUBDIVISION/PHASING PLAN

## SHORES AT LAKEWOOD

### TO THE CITY OF MANDAN

AN UNPLATTED PORTION OF OUTLOT A AND PART OF LOT 3 OF AUDITOR'S LOT A OF SECTION 1,  
AND PART OF LOT A OF GOVERNMENT LOT 2 AND PART OF LOT A OF GOVERNMENT LOT 7 OF  
SECTION 12, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN,  
MORTON COUNTY, NORTH DAKOTA

SCALE: 1 INCH = 100 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
BEARINGS AND DISTANCES ARE GRID



LOT	AREA (SF)
44	3472
45	8374
46	7122
47	5392
48	4244
49	4721
50	4994
51	6116
52	3901
53	3868

LOT	AREA (SF)
54	3868
55	6434
56	18880
57	14706
58	15339
59	13740
60	13833
61	14421
62	28099
63	9402

LOT	AREA (SF)
1	11832
2	11832
3	11832
4	11136
5	11050
6	11050
7	11741
8	12831
9	12831
10	9130

LOT	AREA (SF)
11	8913
12	8815
13	8721
14	6180
15	6124
16	6120
17	6120
18	6120
19	6572
20	16201

LOT	AREA (SF)
21	13570
22	15721
23	15210
24	13680
25	17453
26	19210
27	15317
28	15840
29	14040
30	15840

LOT	AREA (SF)
31	16098
32	19457
33	19659
34	14408
35	55323
36	17392
37	491395

LOT	AREA (SF)
1	21345
2	14390
3	14880

LOT	AREA (SF)
1	30685
2	18842
3	19905
4	19081

LOT	AREA (SF)
5	16704
6	14801
7	14457
8	14113

LOT	AREA (SF)
9	13598
10	17718
11	17267
12	25458

LOT	AREA (SF)
1	11050
2	11050
3	11050
4	11050
5	11050
6	11050

LOT	AREA (SF)
7	9757
8	9329
9	10199
10	11090
11	11317
12	11490

LOT	AREA (SF)
13	14945
14	19798
15	23500
16	23500
17	23500
18	19269

LOT	AREA (SF)
19	18772
20	12898
21	11542
22	11345
23	11358
24	11400

LOT	AREA (SF)
25	10879
26	13651
27	11900
28	13490
29	13822
30	11516

LOT	AREA (SF)
31	11050
32	11050
33	11050
34	11050
35	11050
36	11050

LOT	AREA (SF)
37	11050
38	11050
39	11050
40	11151
41	11832
42	11832

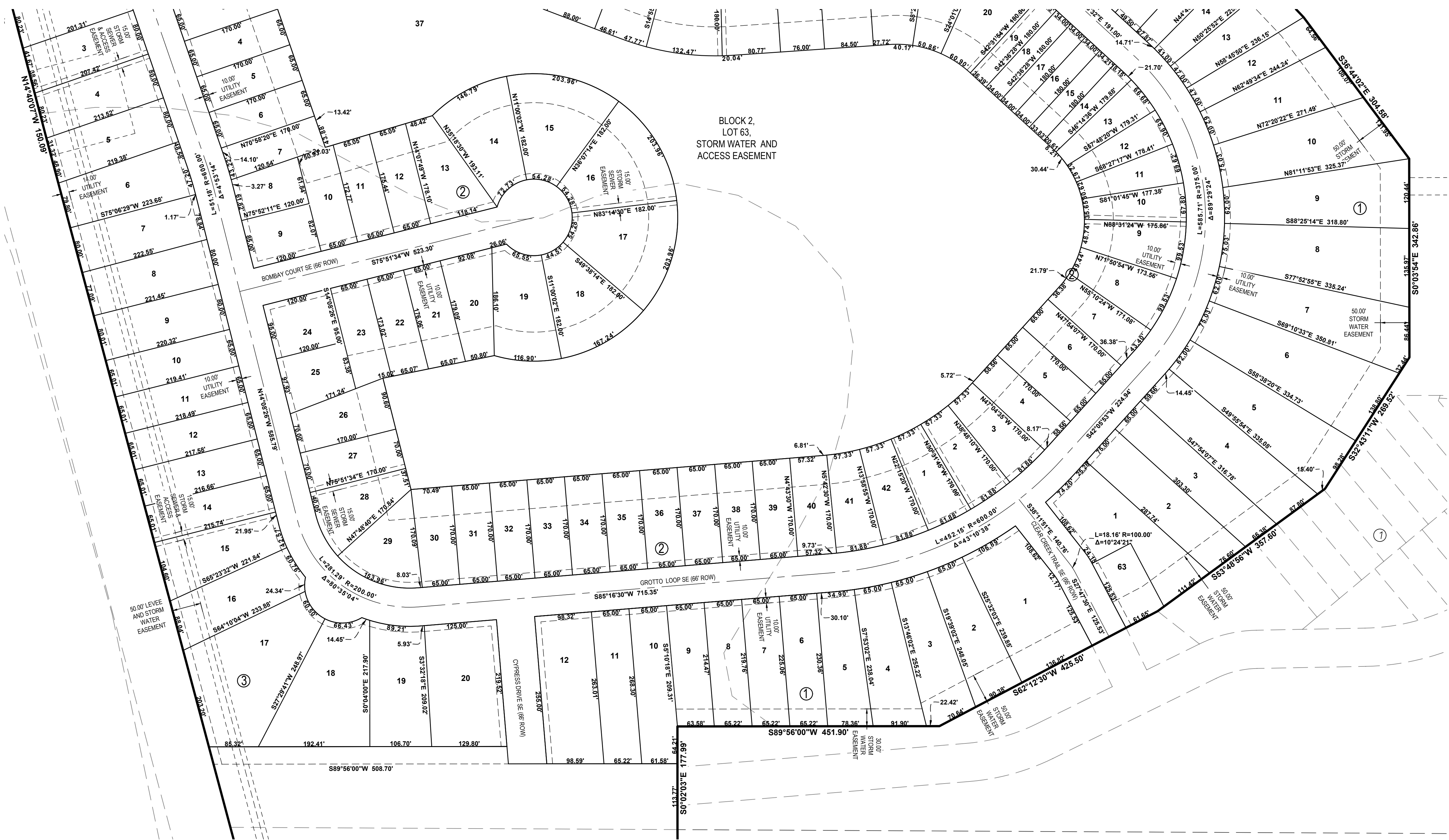
LOT	AREA (SF)
43	202605

LOT	AREA (SF)
1	15370
2	15860
3	16350
4	16838
5	17320

LOT	AREA (SF)
6	19488
7	17849
8	17436
9	17671
10	14291

LOT	AREA (SF)
11	14232
12	14172
13	14113
14	14053
15	18302

LOT	AREA (SF)
16	19491
17	37422
18	29451
19	21074
20	27261



SHEET 3 OF 5





AN UNPLATTED PORTION OF OUTLOT A AND PART OF LOT 3 OF AUDITOR'S LOT A OF SECTION 1,  
AND PART OF LOT A OF GOVERNMENT LOT 2 AND PART OF LOT A OF GOVERNMENT LOT 7 OF  
SECTION 12, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN,  
MORTON COUNTY, NORTH DAKOTA

SCALE: 1 INCH = 100 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
EARINGS AND DISTANCES ARE GRID

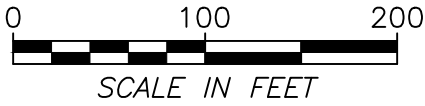
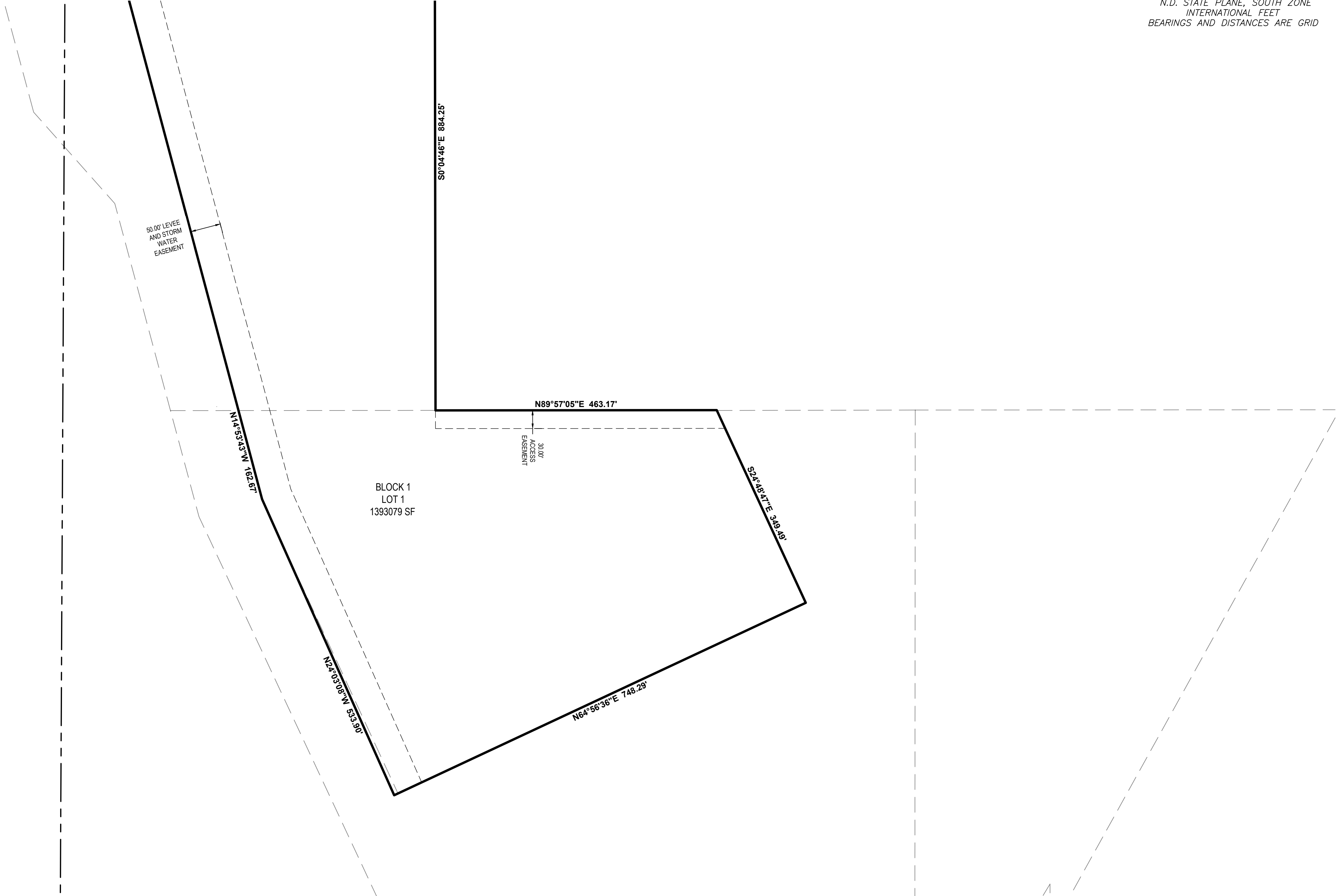


**MOUNTAIN  
PLAINS LLC**  
*Engineering, Land Surveying & Utility Location*

1300 TACOMA AVE. • BISMARCK, ND 58504 • (701) 557-3348 • [WWW.MTNPLAINS.COM](http://WWW.MTNPLAINS.COM)

# MASTERPLANNED SUBDIVISION/PHASING PLAN SHORES AT LAKEWOOD TO THE CITY OF MANDAN

AN UNPLATTED PORTION OF OUTLOT A AND PART OF LOT 3 OF AUDITOR'S LOT A OF SECTION 1,  
AND PART OF LOT A OF GOVERNMENT LOT 2 AND PART OF LOT A OF GOVERNMENT LOT 7 OF  
SECTION 12, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN,  
MORTON COUNTY, NORTH DAKOTA



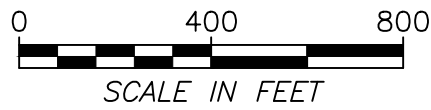
SCALE: 1 INCH = 100 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
BEARINGS AND DISTANCES ARE GRID

SHEET 5 OF 5

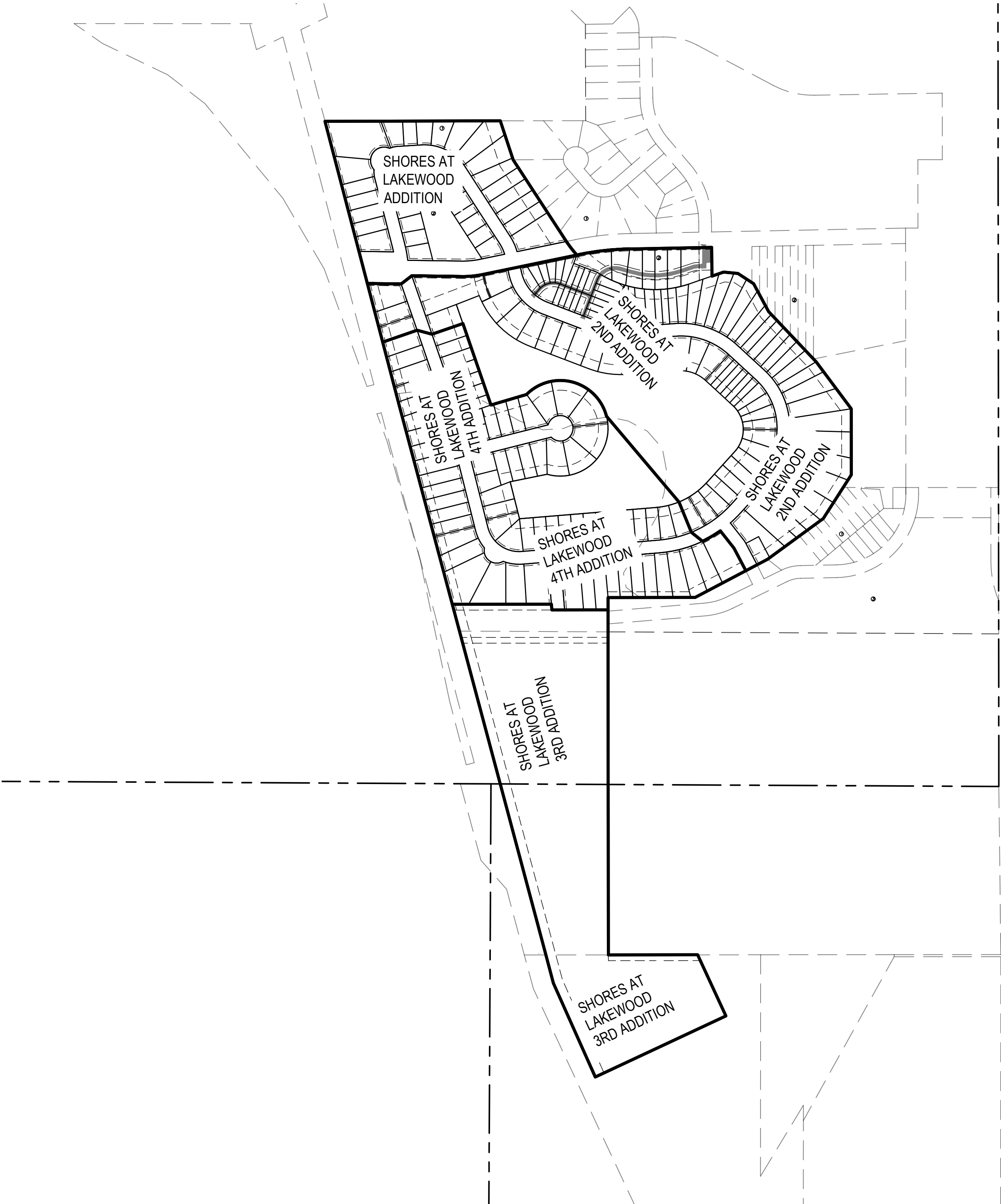


Engineering, Land Surveying & Utility Locating  
1300 TACOMA AVE. • BISMARCK, ND 58504 • (701) 557-3348 • WWW.MTPPLANS.COM

MASTERPLANNED SUBDIVISION/PHASING PLAN  
SHORES AT LAKEWOOD  
TO THE CITY OF MANDAN



SCALE: 1 INCH = 400 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
BEARINGS AND DISTANCES ARE GRID



SHEET 1 OF 1



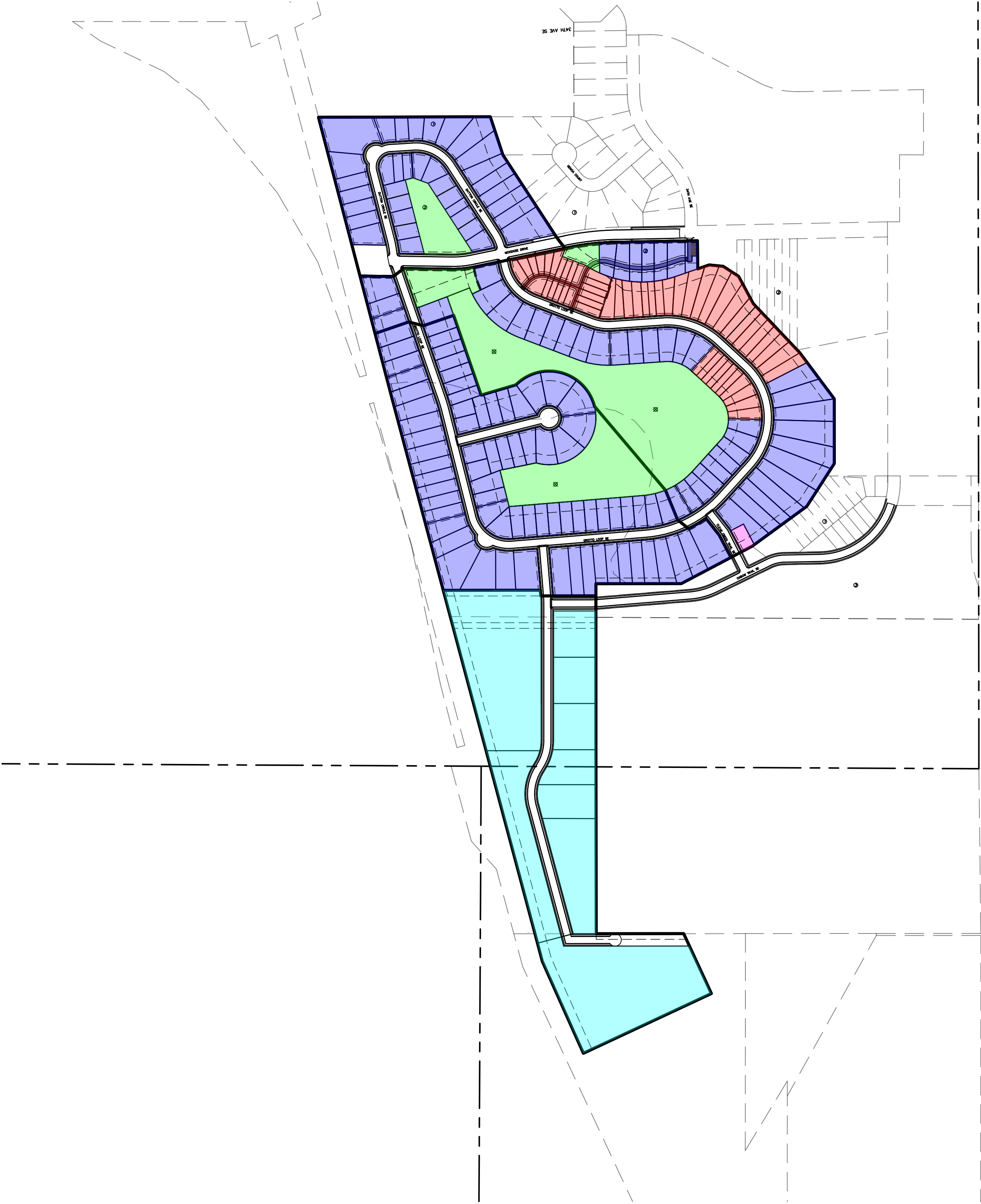
# PLANNING AND ZONING PLAN SHORES AT LAKEWOOD TO THE CITY OF MANDAN



SCALE: 1 INCH = 400 FEET  
PLOT SCALE 24X36  
N.D. STATE PLANE, SOUTH ZONE  
INTERNATIONAL FEET  
BEARINGS AND DISTANCES ARE GRID

- R-7 - Residential
- R-3.2 - Residential
- CB - Commercial
- Parks/Greenspace
- City Lift Station
- Concrete Private Drive

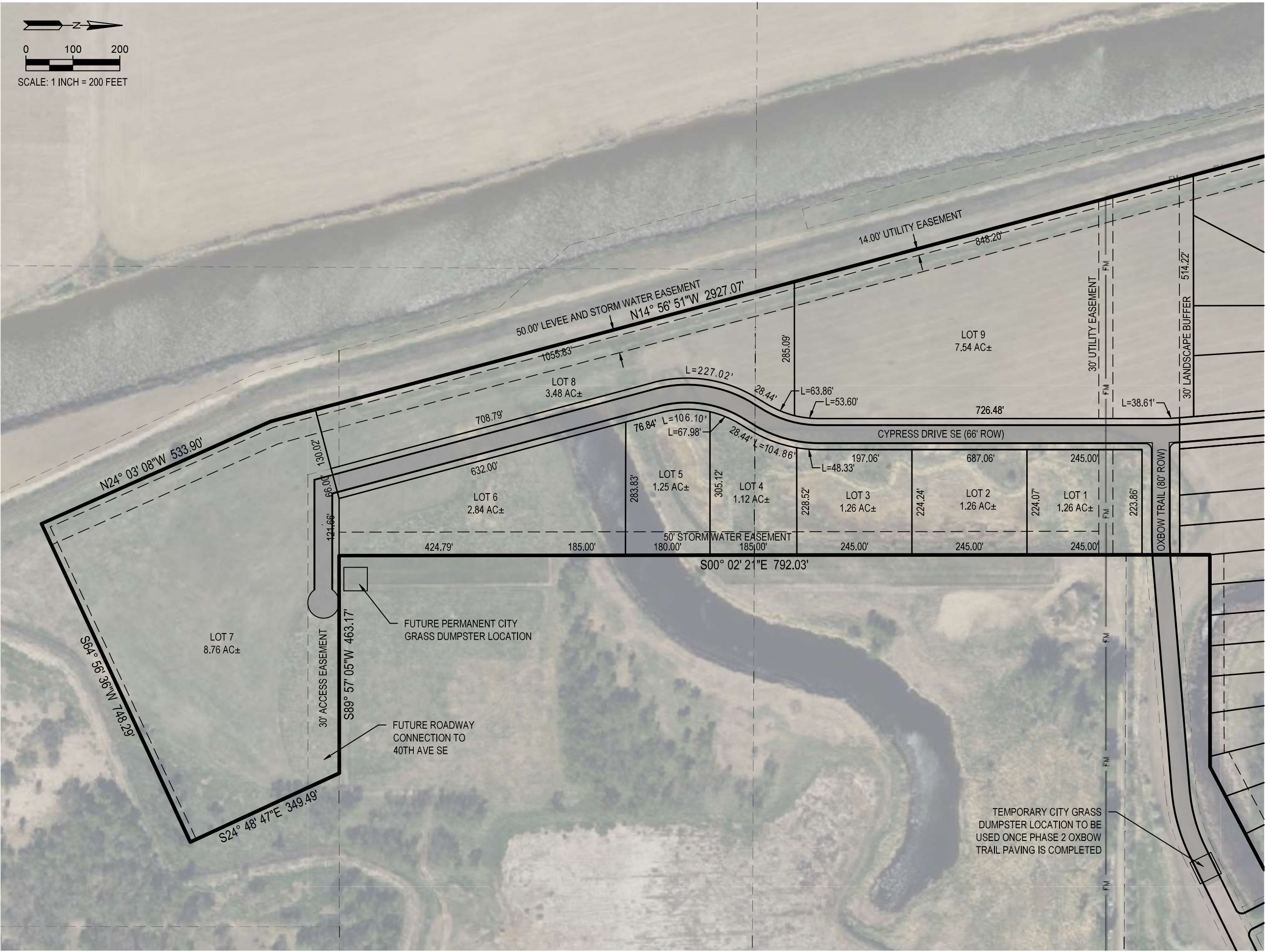
Zoning	1st Addition	2nd Addition	3rd Addition	4th Addition
R-7	41	46	0	74
R-3.2	0	54	0	0
CB	0	0	9	0
Parks/Greenspace	1	3	0	1
City Lift Station	0	1	0	0



SHEET 1 OF 1



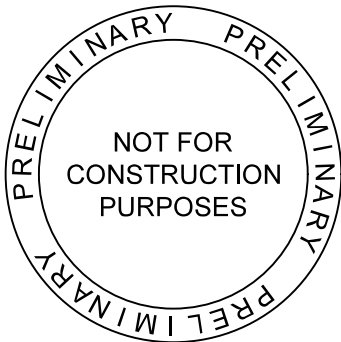




1300 TACOMA AVENUE, SUITE A | BISMARCK, ND 58504  
(701) 557-3348 | WWW.MTNPLAINS.COM

# SHORES AT LAKEWOOD COMMERCIAL ADDITION

VERITY HOMES  
3100 N 14TH ST, BISMARCK, ND 58503



NO.	DATE	DESCRIPTION
-----	------	-------------

DATE: June 9, 2025

PROJECT NO:	DRWN BY:	APPD DY:
---	JME	NWN

SHEET NO: 1

SHEET TITLE: CONCEPT - OVERVIEW MAP





## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 6, 2025  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Consider increasing administrative approval for the Memorial Highway Reconstruction and approval of Change Order 9

---

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

To review and possibly approve change order 9 on the Memorial Highway project, as well as consider increasing staff's administrative signing authority for Sub-project 1 of the Memorial Highway contract.

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

The Memorial Highway project includes the installation of temporary asphalt roadways in order to maintain access to properties along the corridor. This temporary surface was originally designed to be 3" of asphalt over 4" of aggregate base. This change order increases that section to 4" of asphalt over 8" of aggregate base with geogrid. This change was based on a recommendation from the State's materials and research division. This change order will give the temporary roadways a better chance to survive traffic loading throughout construction.

In order to keep the project moving smoothly, staff is recommending the approval of Change Order 9, as well as increasing the City Engineer's change order approval authority to \$100,000 for Sub-project 1 on the Memorial Highway Project.

#### **ATTACHMENTS:**

1. Change Order 9

#### **FISCAL IMPACT:**

The total amount of the change order is \$673,753.70. This increase is being made within Sub-Project 1, which is the mainline paving part of the project. The City would typically have a 10% cost share, but the City's portion has already reached its cap. As a

result, the City has no exposure to the cost increase in this change order.

**STAFF IMPACT:**

Minimal.

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

- To approve Change Order 9
- To increase the City Engineer's signing

**SUGGESTED MOTION:**

- I move to approve Change Order 9, as presented
- I move to increase the City Engineer's signing authority to \$100,000 for change orders within sub-project 1 of the Memorial Highway Project.

North Dakota Department of Transportation  
Change Order

Page 1 of 1

Change Order No: 9

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

PCN: 23277

SubProject: 1 RECONSTRUCTION, MEDIAN, SHARED USE PATH, LI County: Morton

For: RECONSTRUCTION, MEDIAN, DRAINAGE, SHARED USE PATH, LIGI

Contractor: REEDE CONSTRUCTION INC  
5237 HIGHWAY 12 E STE 1  
ABERDEEN, SD 57401-9516

Original Contract Amount:  
\$37,999,840.45

Date Created: 05/23/2025

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (SU FEDERAL FUNDS)								
709	100	GEOSYNTHETIC MATERIAL TYPE G	SY	0.00	46,934.00	2.550	119,681.70	
INCREASE TO BID ITEM								
PARTICIPATING (SU FEDERAL FUNDS)								
202	21	REMOVE AGGREGATE BASE & SURFACING	TON	57,794.00	6,518.00	29.000	189,022.00	
302	120	AGGREGATE BASE COURSE CL 5	TON	41,544.00	5,214.00	35.000	182,490.00	
430	500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	9,181.00	1,304.00	140.000	182,560.00	
Net Increase or Decrease to Date				809,608.10	Part	-133,848.00	Non-Part TOTALS	673,753.70
NON-PARTICIPATING								
PARTICIPATING								673,753.70

Due to This Change, the Contract Time:  
IS INCREASED BY 16.0 CALENDAR DAYS.

Classification

Administrative Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

Per Materials & Research recommendations, this change order increases the temporary roads from a typical section of 3in of Commercial Grade Asphalt on 4in of Aggregate Base to a typical section of 4in of Commercial Grade Asphalt on 8in of Aggregate Base with Geogrid. Also per the recommendation, this change order removes the lift thickness requirements from Spec 430.04 H.1 for the temporary roads only. This change order provides eight calendar days per mainline temporary road installed. See attached cost justification.

Section 100 Sheets 6, 49, 85, 113

8 Days per temporary Roadway, 2 temp road sections

Prime Contractor

DATE

County/City Official

DATE

Project Engineer

DATE

Team Leader

DATE

District 1

DATE

District 1

DATE

Office of Operations

DATE



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 17, 2025  
**SUBMITTING DEPARTMENT:** Engineering Department  
**DEPARTMENT DIRECTOR:** Jarek Wigness  
**PRESENTER:** Jarek Wigness, City Engineer  
**SUBJECT:** Extending the time period of road closures

---

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

To extend the time period for WBI to close 8th Ave. NW and 24th St. NW

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

On May 6th, the Commission approved closure for 8th Ave. NW from May 27th to June 13th and closure for 24th St. NW from June 16th to June 20th. These closures were scheduled for WBI's pipeline replacement project. WBI is now requesting that the closures be extended. The new 3-week shutdown of 8th Ave NW and 1-week shutdown of 24th St. will occur between June 10th and July 10th, extending the original agreement another 4 weeks.

#### **ATTACHMENTS:**

1. Mandan City Commission - Road Closure Extension Letter

#### **FISCAL IMPACT:**

There is no fiscal impact to the city.

#### **STAFF IMPACT:**

Staff will review and coordinate detour routes, signage and phasing.

#### **LEGAL REVIEW:**

All documents have been made available for the city attorney to review.

#### **RECOMMENDATION:**

To approve the extension of the street closure for WBI energy.

#### **SUGGESTED MOTION:**

City Commission

Agenda Documentation

June 17, 2025

Subject: *Consider Extension of Street Closure for WBI Energy*

Page 2 of 2

---

I move to approve the extension of the street closure for WBI Energy.



June 9<sup>th</sup>, 2025  
**Sent Via Email Only**

**Mandan City Commission**  
205 Second Avenue NW  
Mandan, ND 58554

**Re: WBI Energy Road Closures (Item # J.2.)**

Dear Mandan Commissioners,

WBI Energy is formally requesting an extension to the road closure permit for 8<sup>th</sup> Ave. NW and 24<sup>th</sup> Street NW in Mandan, ND. The original request, approved at the early May Commissioners meeting, outlined closures from May 27<sup>th</sup> to June 13<sup>th</sup>, 2025, for 8<sup>th</sup> Ave. NW and from June 16<sup>th</sup> to June 20<sup>th</sup>, 2025, for 24<sup>th</sup> Street NW. These closures were scheduled to support the construction of WBI Energy's pipeline replacement project, an infrastructure upgrade aimed at enhancing the safety and reliability of our energy services in the area.

Due to unforeseen circumstances encountered during the initial phases of construction, we now require a shift of the initially approved 3-week shutdown for 8<sup>th</sup> Ave. NW and 1-week closure for 24<sup>th</sup> Street NW (May 6<sup>th</sup> - Mandan Commission Agenda Item #J.2.) to occur between **June 10<sup>th</sup> and July 10<sup>th</sup>**.

WBI Energy remains committed to minimizing inconvenience to the Mandan community throughout this period. Our contractor, C3 Energy Partners, will continue to work diligently to expedite the construction process while adhering to all safety protocols. We will maintain close coordination with the City of Mandan to ensure that appropriate traffic management measures, including detour routes and signage, remain in place to ensure public safety and reduce disruption.

We respectfully request your approval for this extension and appreciate your understanding of the importance of this project. Should you have any questions or need additional information, please feel free to contact me at 406-359-7322.

Thank you for your continued support and consideration.

Sincerely,

WBI ENERGY TRANSMISSION, INC.



Alex Palmer  
Project Manager



## City Commission

### Agenda Documentation

**MEETING DATE:** June 17, 2025  
**PREPARATION DATE:** June 4, 2025  
**SUBMITTING DEPARTMENT:** Forestry  
**DEPARTMENT DIRECTOR:** Shane O'Keefe  
**PRESENTER:** Shane O'Keefe, Public Works Director  
Jason Herman, Grounds Maintenance  
**SUBJECT:** Second Consideration of Ordinance Nos. 1466 and 1467

---

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

Consider Second Consideration of Ordinance Nos. 1466 and 1467, which relate to the management of trees and shrubs.

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

The forestry department has suggested revisions to provisions of the Municipal Code related to the management of trees and shrubs. Article 4 of Section 16 of the Mandan Code of Ordinances addresses Dutch Elm Disease, Emerald Ash Borer, and other invasive species. Ordinance 1467 makes the following revisions to that article: 1) Clarifies that references to the city arborist also include designated staff as appropriate; 2) Clarifies that public property includes boulevards and rights-of-way; 3) Clarifies the process for removal of affected trees on both public and private property, including required notices; and 4) Clarifies that notices can take the form of a certified letter or notice posted at the property or on the tree.

Article 4 of Chapter 115 of the Mandan Code of Ordinance addresses trees and shrubs which overhang sidewalks, streets, or other public places in the city. Ordinance 1466 makes the following revisions to that article: 1) Clarifies that references to the city arborist or forester also include designated staff as appropriate; 2) Clarifies the process for trimming or removal of trees on both public and private property, including required notices; 3) Clarifies that notices can take the form of a certified letter or notice posted at the property or on the tree, shrub, or hedge; and 4) Clarifies that either the abutting property owner (if the tree or shrub is located in the boulevard or public right-of-way) or the property owner will be assessed for the cost of trimming or removal if necessary.

These revisions clarify the procedures which have long been followed by the forestry

department. It is also worth noting that in the case of any trees or shrubs that are causing or are likely to cause a public hazard, the city may have the hazards immediately abated without giving notice.

**ATTACHMENTS:**

1. Ordinance 1467 - Nuisances and Invasive Species
2. Ordinance 1466 - Removal of Trees and Shrubs
3. Ordinance 1466 - Removal of Trees and Shrubs-clean
4. Ordinance 1467 - Nuisances and Invasive Species-clean

**FISCAL IMPACT:**

Minimal.

**STAFF IMPACT:**

Staff will update the notices to property owners or occupants as necessary to reflect the revised Code provisions.

**LEGAL REVIEW:**

Attorney Oster has drafted and reviewed the attached ordinances.

**RECOMMENDATION:**

To approve the second consideration of Ordinance Nos. 1466 and 1467 as presented.

**SUGGESTED MOTION:**

I move to approve the second consideration of Ordinance Nos. 1466 and 1467 as presented.

## ORDINANCE NO. 1467

An Ordinance to Amend and Re-enact  
Sections 16-4-3, 16-4-5, 16-4-6, and 16-4-7 of the Mandan Code of Ordinances, Relating to  
Nuisances and Invasive Species

Be it Ordained by the Board of City Commissioners as follows:

### Sec. 16-4-3. – Right of entry.

The city arborist and ~~his agents or employees~~designated staff shall have authority, with a warrant or the consent of the owner, to enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this article.

### Sec. 16-4-5. – Abatement of nuisances on public property.

Whenever the city arborist ~~shall or~~ designated staff, after inspection or examination, determines that a public nuisance exists on public property ~~in the city~~, including but not limited to boulevards and rights-of-way, ~~he~~ city staff shall immediately abate or cause the abatement of such nuisance. This includes tagging any affected trees and removing the trees as appropriate.

### Sec. 16-4-6. – Nuisance on private property; notice to owner.

When the city arborist shall determine with reasonable certainty that a public nuisance exists upon private premises ~~or upon the strip between the lot line and the curb~~, ~~he~~ the arborist or designated staff shall immediately serve or cause to be served personally or by certified mail upon the owner or occupant of such property ~~or the abutting property, if the property owner can be found, and upon the occupant thereof~~, a written notice of the existence of ~~such the~~ nuisance. Such notice may be posted at the property or on the tree by city staff. Such ~~nuisance notice~~ shall describe the nuisance and recommended procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall request a hearing within fourteen days of receipt of the notice to show that such nuisance does not exist, or does not endanger the health of the trees in the city, the city ~~arborist~~ shall cause the abatement thereof at the expense of the property served or abutting property. If the owner cannot be found, such notice shall be given by publication in the official newspaper of the city. In any case, where a tree is causing or is likely to cause a public hazard, the city may cause the hazard to be immediately abated without having to give notice in accordance with this section.

### Sec. 16-4-7. – Abatement of nuisances on private property.

If, after a hearing held pursuant to section 16-4-6, it is determined by the city ~~arborist~~ that a

public nuisance exists, or if no hearing is requested, the city ~~arborist~~ shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within 24 hours after such hearing, the city arborist or designated staff shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this article. The city arborist or designated staff may extend the time allowed the property owner for abatement work but not to exceed ten additional days.

By: \_\_\_\_\_  
James Froelich, President, Board of  
City Commissioners

Attest:

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

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025



## ORDINANCE NO. 1466

An Ordinance to Amend and Re-enact  
Section 115-4-7 of the Mandan Code of Ordinances, Relating to Removal of Trees and Shrubs

Be it Ordained by the Board of City Commissioners as follows:

### Sec. 115-4-7. – Cause for removal of trees and shrubs; notice; action by city.

- (a) Any tree or shrub located in the boulevard, ~~city-public~~ right of way, or private property which overhangs any sidewalk, street, ~~or~~ other public place in the city in such a way as to impede or interfere with traffic or travel, or within ~~14~~ fourteen feet of a street or ten feet of a sidewalk level, measured vertically, shall be trimmed by the owner of the premises abutting or of the premises on which such tree or shrub grows so that the obstruction shall cease. Any tree or shrub that is obstructing a street light, traffic signal, stop sign, or similar apparatus, or obscuring line of sight for traffic, must be trimmed or removed by the abutting property owner. Any tree or limb of a tree which has become likely to fall on or across any public way or place shall be removed by the owner of the premises abutting or of the premises on which such tree grows or stands. Any tree needing to be removed or trimmed with a trunk standing on the property line of two or more private properties is the fiscal responsibility of all properties on which the tree stands, to be shared equally among the property owners. Trunk location will be determined from the location the trunk converts from below ground level to above ground level. In any case, where a tree or shrub is causing or is likely to cause a public hazard, the city ~~forestry department~~ may cause the hazard to be immediately abated without having to give notice in accordance with section 115-4-7(c).
- (b) If any part or the whole of any tree ~~in the boulevard or public right of way or~~ on private premises is found after proper investigation to be dangerous or unsafe to life or property, or otherwise to constitute a public nuisance, the city forester/arborist or designated staff shall declare the tree or portion thereof a nuisance and cause the nuisance to be abated. If the ~~property~~ owner of the premises abutting or of the premises on which the tree stands neglects to abate the hazard, the ~~property~~ owner will be responsible to any damage done to any life or property, private and public.
- (c) Whenever any knowledge or notice is ~~given by the police or any employee of the city to the city forester~~ provided to the city that any tree or shrub or hedge is kept or maintained in violation of the provisions of this section, the city forester or designated staff shall cause written notice ~~in the form of certified mail~~ to be given to the owner or occupant of the premises abutting or of the premises ~~property~~ upon which said tree, shrub, or hedge is ~~so~~ located. The notice shall take the form of certified mail or personal service, including but

not limited to notice posted at the property or on the tree, shrub, or hedge by city staff. Alternatively, city staff may, or cause a notice to be published in the official newspaper containing the addresses or properties deemed to be in violation of this provision to cut and trim the same in accordance with the provisions of this section.

- (d) If, after written notice or the publication of the notice provided for by this section, the owner or occupant fails or neglects to cut or trim said tree, shrub<sup>bery</sup>, or hedge within 20 fourteen days ~~after the written notice or publication of such notice~~, the same shall be trimmed in conformity with the provisions of this section by the city forester/arborist or designated staffer under his/her direction, the cost thereof ~~The cost of such cutting or trimming shall to~~ be assessed against the abutting property or the property upon which said tree, shrub, or hedge is located.

By: \_\_\_\_\_  
James Froelich, President, Board of  
City Commissioners

Attest:

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

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025

## ORDINANCE NO. 1466

An Ordinance to Amend and Re-enact  
Section 115-4-7 of the Mandan Code of Ordinances, Relating to Removal of Trees and Shrubs

Be it Ordained by the Board of City Commissioners as follows:

### **Sec. 115-4-7. – Cause for removal of trees and shrubs; notice; action by city.**

- (a) Any tree or shrub located in the boulevard, public right of way, or private property which overhangs any sidewalk, street, or other public place in the city in such a way as to impede or interfere with traffic or travel, or within fourteen feet of a street or ten feet of a sidewalk level, measured vertically, shall be trimmed by the owner of the premises abutting or of the premises on which such tree or shrub grows so that the obstruction shall cease. Any tree or shrub that is obstructing a street light, traffic signal, stop sign, or similar apparatus, or obscuring line of sight for traffic, must be trimmed or removed by the abutting property owner. Any tree or limb of a tree which has become likely to fall on or across any public way or place shall be removed by the owner of the premises abutting or of the premises on which such tree grows or stands. Any tree needing to be removed or trimmed with a trunk standing on the property line of two or more private properties is the fiscal responsibility of all properties on which the tree stands, to be shared equally among the property owners. Trunk location will be determined from the location the trunk converts from below ground level to above ground level. In any case, where a tree or shrub is causing or is likely to cause a public hazard, the city forestry department may cause the hazard to be immediately abated without having to give notice in accordance with section 115-4-7(c).
- (b) If any part or the whole of any tree in the boulevard or public right of way or on private premises is found after proper investigation to be dangerous or unsafe to life or property, or otherwise to constitute a public nuisance, the city forester/arborist or designated staff shall declare the tree or portion thereof a nuisance and cause the nuisance to be abated. If the owner of the premises abutting or of the premises on which the tree stands neglects to abate the hazard, the owner will be responsible to any damage done to any life or property, private and public.
- (c) Whenever any knowledge or notice is provided to the city that any tree or shrub or hedge is kept or maintained in violation of the provisions of this section, the city forester or designated staff shall cause written notice to be given to the owner or occupant of the premises abutting or of the premises upon which said tree, shrub, or hedge is located. The notice shall take the form of certified mail or personal service, including but

not limited to notice posted at the property or on the tree, shrub, or hedge by city staff. Alternatively, city staff may, cause a notice to be published in the official newspaper containing the addresses or properties deemed to be in violation of this provision to cut and trim the same in accordance with the provisions of this section.

- (d) If, after written notice or the publication of the notice provided for by this section, the owner or occupant fails or neglects to cut or trim said tree, shrub, or hedge within fourteen days, the same shall be trimmed in conformity with the provisions of this section by the city forester/arborist or designated staff. The cost of such cutting or trimming shall- be assessed against the abutting property or the property upon which said tree, shrub, or hedge is located.

By: \_\_\_\_\_  
James Froelich, President, Board of  
City Commissioners

Attest:

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

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025

## **ORDINANCE NO. 1467**

An Ordinance to Amend and Re-enact  
Sections 16-4-3, 16-4-5, 16-4-6, and 16-4-7 of the Mandan Code of Ordinances, Relating to  
Nuisances and Invasive Species

Be it Ordained by the Board of City Commissioners as follows:

### **Sec. 16-4-3. – Right of entry.**

The city arborist and designated staff shall have authority, with a warrant or the consent of the owner, to enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this article.

### **Sec. 16-4-5. – Abatement of nuisances on public property.**

Whenever the city arborist or designated staff, after inspection or examination, determines that a public nuisance exists on public property, including but not limited to boulevards and rights-of-way, city staff shall immediately abate or cause the abatement of such nuisance. This includes tagging any affected trees and removing the trees as appropriate.

### **Sec. 16-4-6. – Nuisance on private property; notice to owner.**

When the city arborist shall determine with reasonable certainty that a public nuisance exists upon private premises the arborist or designated staff shall immediately serve or cause to be served personally or by certified mail upon the owner or occupant of such property a written notice of the existence of the nuisance. Such notice may be posted at the property or on the tree by city staff. Such notice shall describe the nuisance and recommended procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall request a hearing within fourteen days of receipt of the notice to show that such nuisance does not exist, or does not endanger the health of the trees in the city, the city shall cause the abatement thereof at the expense of the property served or abutting property. If the owner cannot be found, such notice shall be given by publication in the official newspaper of the city. In any case, where a tree is causing or is likely to cause a public hazard, the city may cause the hazard to be immediately abated without having to give notice in accordance with this section.

### **Sec. 16-4-7. – Abatement of nuisances on private property.**

If, after a hearing held pursuant to section 16-4-6, it is determined by the city that a



| public nuisance exists, or if no hearing is requested, the city shall forthwith order the immediate  
| abatement thereof. Unless the property owner abates the nuisance as directed within 24 hours after  
| such hearing, the city arborist or designated staff shall proceed to abate the nuisance and cause  
| the cost thereof to be assessed against the property in accordance with the procedures provided in  
| this article. The city arborist or designated staff may extend the time allowed the property owner  
for abatement work but not to exceed ten additional days.

By: \_\_\_\_\_  
James Froelich, President, Board of  
City Commissioners

Attest:

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

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025