



AGENDA
CITY COMMISSION
AUGUST 5, 2025
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM

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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Consider proclaiming August 14, 2025 as the 90th anniversary of Social Security
2. Construction Update
3. Grill With a Cop - August 14

D. PUBLIC COMMENT

1. The Mandan City Commission values public input. To speak, submit a completed speaker card before the meeting begins. Comments must relate to an item on the current or previous meeting agenda. Speakers have 3 minutes each, in the order cards are received. The total comment period is limited to 30 minutes.

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the following Board of City Commission Meeting Minutes:
 - a. July 15, 2025 Regular Meeting

- b. July 29, 2025 Special Meeting

G. PUBLIC HEARING

- 1. Consider a ten-year extension of the Mandan Renaissance Zone Program
(see *New Business No. 1 & Resolution No. 2*)

H. BIDS

I. CONSENT AGENDA

- 1. ~~Consider approval of monthly bills~~
- 2. Consider an administrative cost-share amendment for the Memorial Highway (west) project
- 3. Consider a request from Gate City Bank to be added as a designated and approved bank depository for the City of Mandan
- 4. Consider approval of a raffle permit for Philinthropic Educational Organization Chapter AK
- 5. Consider approval of a raffle permit for Mandan Progress Organization
- 6. Consider the following gaming site authorizations:
 - a. North Dakota Friends of NRA State Fund Committee LLC at Baymont Inn & Suites from August 8, 2025 to June 30, 2026
 - b. Mystic Athletic Club at Ten Spot Lanes from August 6, 2025 to June 30, 2026
- 7. Consider approval of grant application for Sanford Hospital and City of Mandan for Sexual Assault Nurse Examiner (SANE) Program through the North Dakota Attorney General's Office
- 8. Consider approval for Budget Amendment to Public Works Forestry budget
- 9. Consider approval of the Lottery Grant Application for Metro Area Narcotics Task Force (MANTF)
- 10. Consider approval of the North Dakota Internet Crimes Against Children (ICAC) Task Force Multi-Agency Law Enforcement Agreement
- 11. *Consider approval of a Justice Assistance Grant (JAG) application to fund Dakota Children's Advocacy Center (DCAC) to partially fund one Forensic Interviewer staff position.*

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider the Renaissance Zone Committee's recommendation of a 10-year extension of Mandan's Renaissance Zone Program
2. Consider the Morton Mandan Public Library 2026 Budget
3. Consider the Mandan Airport Authority 2026 Budget
4. Consider Change Order 1 for the Collins Avenue Reservoir Project
5. Consider Petition for Storm Sewer improvements and Engineering Service Agreement for Shores at Lakewood Phase II
6. Consider approving plans and specifications for the 3-way agreement of Shores at Lakewood Phase 2
7. Consider bid advertisement for Storm Sewer Improvement (SSI) 33 and 3-way agreement related to Shores at Lakewood Phase II

L. RESOLUTIONS AND ORDINANCES

1. Second and final consideration of Ordinance 1469, an ordinance to amend and re-enact section 22-2-2 of the Mandan Code of Ordinances, relating to city sales, use and gross receipts tax under the Home Rule Charter of the City of Mandan
2. Consider a resolution to renew Mandan's Renaissance Zone
3. Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026, and making the annual tax levy for the year 2025
4. Second consideration of Ordinance 1470, a zone change from CB - Commercial to RMH - Residential Mobile Home Park District for Lots 3-6, Block 2, Meadowlands Subdivision
5. Second consideration of Ordinance 1471, a zone change from RM - Residential to PUD - Planned Unit Development for Clover Grove
6. Second consideration of Ordinance 1472, a zone change from CB - Commercial to R7 - Residential for Lot 2, Block 1, Schaff Estates 3rd Addition

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - August 19, 2025 at 5:30 p.m.
 - September 2, 2025 at 5 p.m.
 - September 16, 2025 at 5:30 p.m.

O. ADJOURN



PROCLAMATION State Governor 90th Anniversary of Social Security

Recognizing the 90th Anniversary of Social Security
Mandan, North Dakota – August 14, 2025

WHEREAS, August 14, 2025, marks the 90th anniversary of the Social Security Act, signed into law in 1935, establishing one of the most enduring institutions in American history; and

WHEREAS, for nine decades, Social Security has transformed the lives of millions of Americans by providing critical financial protection for retirees, people with disabilities, surviving spouses and families; and

WHEREAS, Social Security has become the foundation of economic security for generations of North Dakotans helping individuals live better, more secure and enjoyable lives in retirement with dignity and independence in their later years; and

WHEREAS, Social Security also provides support as 146, 521 residents in North Dakota currently rely on Social Security to help meet basic needs such as housing, food, and health care; and

WHEREAS, Social Security contributes significantly to the state's economy, generating nearly \$3 billion annually in economic activity; and

WHEREAS, Social Security is earned by workers over a lifetime of hard work through the contributions they made from their first paycheck to their last; and

WHEREAS, Social Security has stood the test of time—providing peace of mind to people across all walks of life, regardless of income, background, or political affiliation; and

WHEREAS, as we commemorate this historic milestone, we reaffirm our commitment to protecting and strengthening Social Security for both current and future generations; and

WHEREAS, Social Security faces challenges that demand thoughtful solutions, as it remains the foundation of economic security of millions of Americans;

NOW, THEREFORE, I, James Froelich, Mayor, by virtue of the authority vested in me by the City of Mandan North Dakota, do hereby proclaim **August 14, 2025**, as the **90th Anniversary of Social Security (or Social Security Day)** in Mandan, and I encourage all North Dakotans to reflect on its importance and to support efforts that ensure Social Security remains strong and sustainable for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August 2025.

Mayor James Froelich
City of Mandan, North Dakota

The Mandan City Commission met in regular session at 5:30 PM on July 15, 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 Finance Director Welch, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, Contracted Planner Laqua, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

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

E. MINUTES

1. *Consider Approval of the July 1, 2025 Board of City Commission Meeting Minutes.* Commissioner Rohr moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. PUBLIC HEARING

1. *Consider Schaff Estates 3rd Addition Preliminary Plat, Special Use Permit, and Zone Change.* Approve the Preliminary Plat for Schaff Estates 3rd Addition and the zone change from CB - Commercial to R7 – Residential for Lot 2, and approval of the non-enumerated special use permit as conditioned in the staff report. Building Official Singer presented on this matter. Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *Consider a zone change from RM (Multi Family) to a PUD (Planned Unit Development) for Clover Grove.* Approve the zone change from RM (Multi Family) to a PUD (Planned Unit Development) with the following conditions:

Platting of Phase I; Masterplan of Phase II. Contracted Planner Laqua presented on this matter.

Commissioner Sjoberg moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider a zone change request from CB - Commercial to RMH - Residential for Lots 3-6, Block 2, Meadowlands Subdivision*

. Approve the zone change for Lots 3-6 of the Meadowlands Subdivision from CB- Commercial to RMH – Residential contingent on approved preliminary and final plat, approved development agreement, and all road standards and access management requirements being met. Contracted Planner Laqua presented on this matter. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *Consider a building setback variance for Lots 4-15, Block 2, Mandan Proper.* Contracted Planner Laqua presented on this matter. Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

5. *Consider a building setback variance for Lot 6, Landeis Subdivision Replat Lots 4-6*

. Contracted Planner Laqua presented on this matter. Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. BIDS

H. CONSENT AGENDA Commissioner Rohr moved and Commissioner Heinsohn seconded to approve consent agenda items 1-3. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider approval of monthly bills.*

2. *Consider a 2023-2025 Abatement application for Riverwest Development LLC.*

3. *Consider approval of the special event permit for Liberty Heights Classic Car Show.*

I. OLD BUSINESS

1. *Consider a Development Agreement for the Shores At Lakewood 2nd Addition.* City Engineer Wigness presented on the consideration of a Development Agreement for the Shores At Lakewood 2nd Addition. Commissioner Heinsohn moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

J. NEW BUSINESS

1. *Consider revision to the General Fund Balance Policy.* Finance Director Welch presented on the consideration of a revision to the General Fund Balance Policy. Commissioner Rohr moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *First consideration of Ordinance 1469, an ordinance to amend and re-enact section 22-2-2 of the Mandan Code of Ordinances, relating to city sales, use and gross receipts tax under the Home Rule Charter of the City of Mandan.* Finance Director Welch presented on this matter. Commissioner Sjoberg moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

2. *First Consideration of Ordinance 1470, a zone change from CB - Commercial to RMH - Residential Mobile Home Park District for Lots 3-6, Block 2, Meadowlands Addition.* Contracted Planner Laqua presented on this matter. Commissioner Heinsohn moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *First Consideration of Ordinance 1471, a zone change from RM - Residential to PUD - Planned Unit Development for Clover Grove.* Contracted Planner Laqua presented on this matter. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

4. *First Consideration of Ordinance 1472, a zone change from CB - Commercial to R7 - Residential for Lot 2, Schaff Estates 3rd Addition.* Contracted Planner Laqua presented on this matter. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. OTHER BUSINESS City Engineer Jerek Wigness gave construction update (7 projects).

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *August 5, 2025 at 5:30 p.m.*
- *August 19, 2025 at 5:30 p.m.*
- *September 2, 2025 at 5 p.m.*

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N. ADJOURN There being no other business to come before the Board, the meeting adjourned at 06:42 PM.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in special session at 5:30 PM on July 29, 2025 in the Veteran's Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assistant Finance Director Schulz, Assessor Markley, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, Administrative Assistant Newman, Waste Water Treatment Plant Superintendant Ryan Malsam, Abby Ritz with AE2S (NEXUS), Laith Hintz with AE2S, Grant Dockter with Moore Engineering, Jared Klabunde with Moore Engineering.

B. THE PLEDGE OF ALLEGIANCE

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

D. NEW BUSINESS

1. *Presentation of Capital Improvement Plans by Moore Engineering and Advanced Engineering & Environmental Services.* Representatives from AE2S (NEXUS) and Moore Engineering presented the Capital Improvement Plan for 2026 through 2030. Consensus from the Commission was to move forward with the plan as presented.

2. *Presentation of the Utility Rate Analysis by Advanced Engineering & Environmental Services.* Abby Ritz with AE2S (NEXUS) presented on the status of the Utility Rate Analysis.

E. OTHER BUSINESS

F. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

1. *Tuesday, August 5, 2025 at 5:30 p.m.*
2. *Tuesday, August 19, 2025 at 5:30 p.m.*
3. *Tuesday, September 2, 2025 at 5:00 p.m.*

G. ADJOURN There being no further business, the meeting adjourned at 6:26 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 23, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Public Hearing on Renewal of Mandan's Renaissance Zone Program

STATEMENT/PURPOSE:

To conduct a public hearing to receive public input and consider a Renaissance Zone Committee recommendation for approval of an updated Mandan Renaissance Zone Development plan that includes a ten-year extension of the Mandan Renaissance Zone program.

BACKGROUND/ALTERNATIVES:

Mandan received state approval for its Renaissance Zone in 2005. The program capitalizes on existing infrastructure by encouraging investment in the central city or other areas with existing buildings that need to be revitalized to attract businesses and residents. The program is 20 years in length with an option to extend for ten years. Considerable progress has occurred with significant projects by a variety of developers helping to elevate the image of downtown Mandan, but much work remains. The community is seeking to extend the duration of its Renaissance Zone by another ten years, through 2035 for most blocks, to achieve the vision and goals for the area. Mandan's deadline to renew is Aug. 31, 2025.

Renewal of Mandan's Renaissance Zone requires updating Mandan's development plan, including goals and criteria for eligibility. Eligible blocks can include commercial and residential properties. Applicants meeting a minimum threshold for investment in building improvements and other criteria can receive up to a 100% five-year property tax exemption and a 100% five-year state income tax exemption.

Steps leading up to this public hearing and the City Commission decision-making process included:

- Seeking letters of support from the Mandan School Board and the Morton County Commission, both of which are required for state approval.
- Outreach to the Mandan Parks District.
- A Notice of Public Hearing was published in the Mandan News on July 25 and August 1, 2025.
- A Notice for Public Hearing on Renaissance Zone Extension for Aug. 5, 2025 was posted in the Legal Notices on the City of Mandan website.

ATTACHMENTS:

1. RZ Presentation

FISCAL IMPACT:

The Renaissance Zone program has been an important tool for the revitalization of properties along Main Street and in the downtown area since its establishment in 2005. The benefit of owning or buying a property in a Renaissance Zone in any North Dakota approved city is the possibility of tax exemptions for qualifying investments in purchase with improvement, rehabilitation or new construction of commercial and residential properties. Qualifying projects may receive up to a 100% 5- year property tax exemption and a 100% 5-year state income tax exemption.

- The Renaissance Zone program encouraged private investment in the zone. Between 2005 and 2025, a total of 97 projects have been completed, adding \$30,015,448 in documented private investment in the downtown and Main Street area.
- The value of beginning assessments on projects, from 2005 to present, totaled to \$9.9 million, and the value of new assessments on completed projects from 2005 to 2024 increased to a total of \$28.6 million. The average new assessed property value increased by approximately 109.08% from 2005 to 2024.
- The value of properties subject to a Renaissance Zone project grew from \$6.9 million in 2005 to \$30.0 million in 2019. This is a 434% increase or 31% average annual growth. That is 1.6 times higher than the growth rate of the non-project properties.
- On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within two years and three months after the property re-enters the tax rolls.

Subject: Consider a ten-year extension of the Mandan Renaissance Zone Program (*see New Business No. 1 & Resolution No. 2*)

Page 3 of 3

- Completed Renaissance Zone projects between 2005 and present have resulted in 12 retained, 25 expanded and 21 new businesses.
- The Renaissance Zone program has reduced blight and deteriorated conditions. Several prominent new construction and rehabilitation Renaissance Zone projects have involved the removal of serious blighted conditions that were imposing a negative effect on surrounding properties and the Renaissance Zone as a whole.

STAFF IMPACT:

The Business Development and Communications Department manages the Renaissance Zone program and devotes considerable time to processing applications, finalizing projects and remaining compliant with state reporting requirements.

LEGAL REVIEW:

1) A legal notice regarding the public hearing appeared in the *Mandan News* on July 25 and August 1, 2025. 2) The development plan update ultimately requires approval by the N.D. Commerce Department – Division of Community Services. As evidence of local commitment, there's a requirement for resolution from the city indicating that it will approve the tax exemptions and credits provided for in the Renaissance Zone Act. 3) Attorney Oster has reviewed the proposed program update and resolution.

RECOMMENDATION:

The Mandan Renaissance Zone Committee voted 6-0 (1 absent) to recommend approval of the application to renew the Mandan Renaissance Zone program with an updated development plan that includes a ten-year extension.

SUGGESTED MOTION:

I move to approve the application to renew the Mandan Renaissance Zone program with an update of the development plan and also to approve the resolution for the extension of a Renaissance Zone in the City of Mandan with the tax exemptions and credits as provided for in the Renaissance Zone Act.



RENAISSANCE ZONE

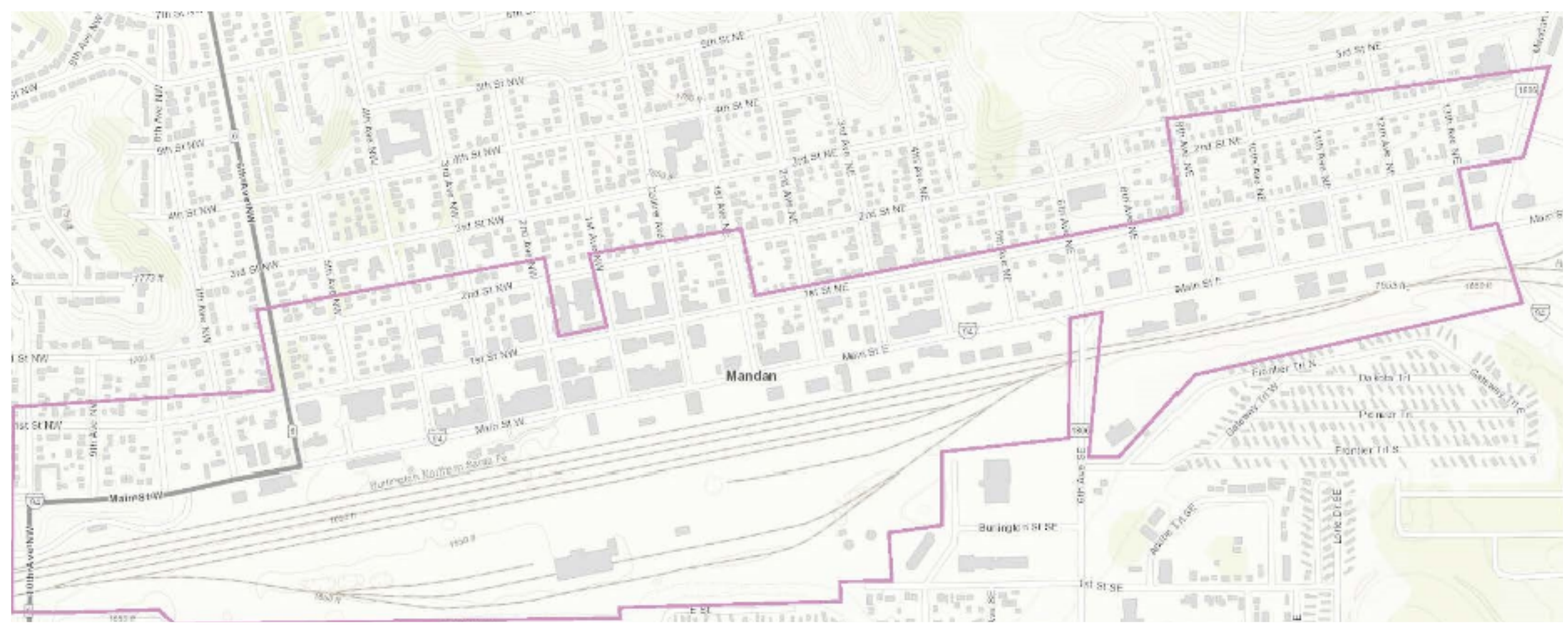
2025 PROGRAM RENEWAL

MANDAN RENAISSANCE ZONE PROGRAM

- Established in 2005
- Tool to help cities revitalize their communities.
- By offering both state and local tax incentives for 5 years, both residents and business owners are provided with an incentive to invest in the community.
- 92 projects completed
- Over \$30 million in private investment
- On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within two years and three months after the property re-enters the tax rolls.



35-BLOCK AREA



Mandan's Renaissance Zone consists of 35 blocks along Main Street and the downtown area, including both commercial and residential properties



2-BLOCK NON CONTIGUOUS AREA

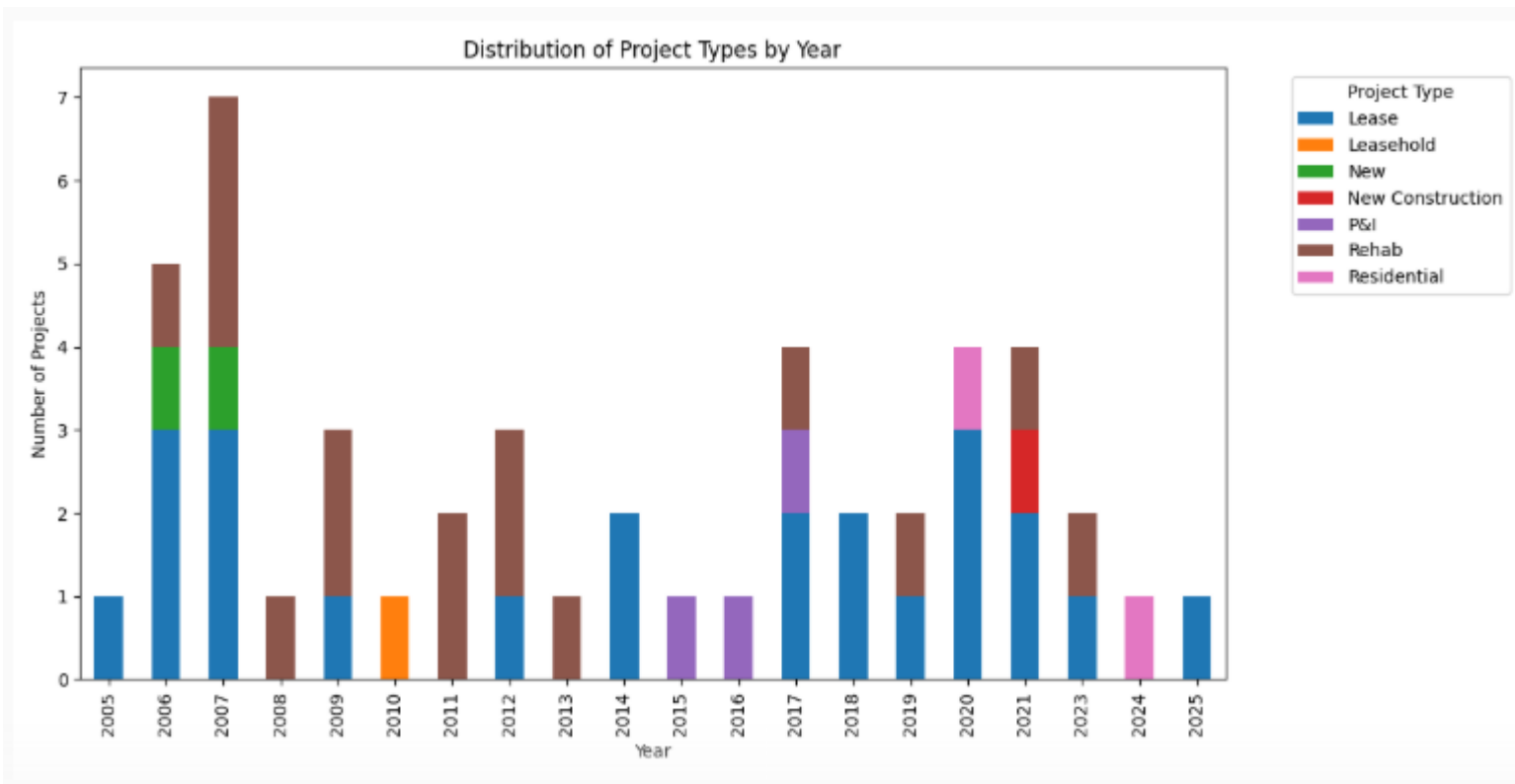


- Farland Properties
- Faulkner's Seed
- Metal Craft Products-Welding
- Marshall's Lumber
- Manufactured home court
- XL Homes

Non-contiguous area along Memorial Highway, the 2300-2500 blocks, comprised of underutilized parcels

TYPES OF COMPLETED PROJECTS

- Rehabilitation- 33
- Lease- 38
- New Construction- 10
- Residential- 4
- Purchase with Improvements-7
- Leasehold Improvements- 3



The Renaissance Zone program has encouraged private investment in the zone. Between 2005 and 2025, a total of 97 projects has been completed, adding \$30,015,448 in documented private investment in the downtown and Main Street area.

Completed Renaissance
Zone projects between
2005 and present
have resulted in **12**
retained, **25** expanded
and **21** new businesses.

BEFORE

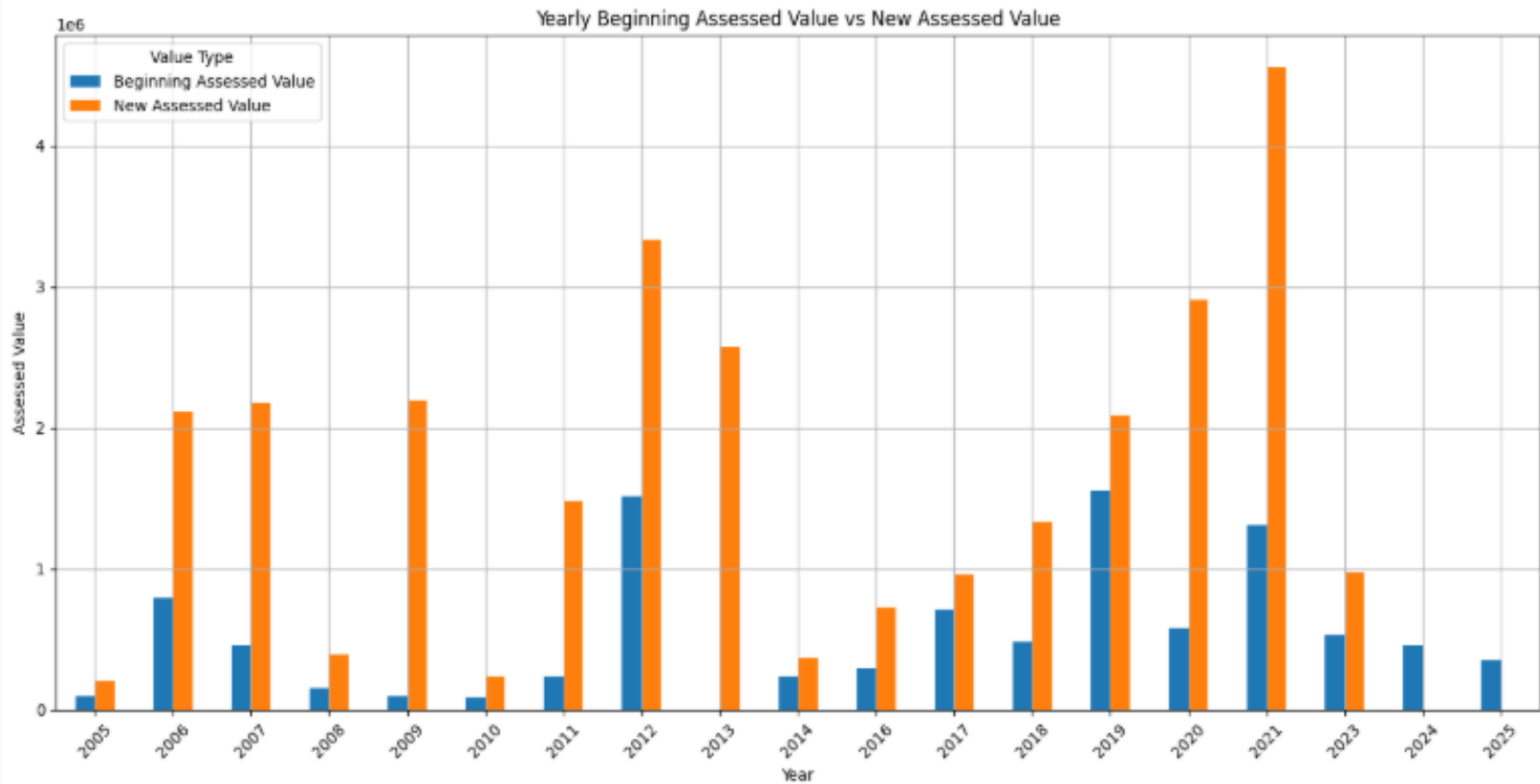


AFTER



1121 E MAIN STREET

DATA & ANALYTICS



On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within two years and three months after the property re-enters the tax rolls.

The value of beginning assessments on projects, from 2005 to present, totaled to \$9.9 million, and the value of new assessments on completed projects from 2005 to 2024 increased to a total of \$28.6 million. The average new assessed property value increased by approximately 109.08% from 2005 to 2024.

LEGISLATIVE CHANGES

During the North Dakota's 68th Legislative Assembly, adjustments and adaptations to the Renaissance Zone incentives were made to NDCC 40-63 including:

- Renaissance Zone extensions may be granted of up to ten years. Previously, extensions were capped at five years.
- Mandan Renaissance Zone Committee recommended to update the extension from five to ten years.
- Future recommendations may include to opt to have two “islands”, to the primary contiguous zone. Each island can be up to three square contiguous blocks.

NEXT STEPS

Current program/plan expires Aug. 31, 2025

➤ Seeking a 10-year program extension

Questions?

MORE INFORMATION

WWW.CITYOFMANDAN.COM/RENAISSANCE



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider an administrative cost-share amendment for the Memorial Highway (west) project

STATEMENT/PURPOSE:

To review and possibly approve the cost-share agreement with the North Dakota State Water Commission

BACKGROUND/ALTERNATIVES:

This agreement would reimburse the City for 60% of water-eligible items that were included in the engineering service agreement amendment with HDR.

ATTACHMENTS:

1. Agreement
2. Memo

FISCAL IMPACT:

For the additional \$63,356 of water-eligible engineering design work, the City would receive a reimbursement of \$38,014.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the cost-share agreement as presented.

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider an administrative cost-share amendment for the Memorial Highway (west) project

Page 2 of 2

SUGGESTED MOTION:

I move to approve the cost-share agreement, as presented.

**Agreement for Cost-Share Reimbursement
City of Mandan
Memorial Highway Improvements - West**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Mandan (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for costs to replace water main in Mandan along Memorial Highway between 32nd Avenue SE and Main Street. Project is located in Morton County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$38,014, as approved by Secretary in June 2025, to reimburse 60 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws applicable to Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

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

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's 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 subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, 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.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or

“stop gap” insurance of not less than \$2,000,000 as an endorsement on the workers’ compensation or commercial general liability insurance.

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

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against State;
 - (2) A provision that subcontractor’s insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor’s insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) 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 agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
 - (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, 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 agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must 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 Commission the opportunity to review and inspect the evidence, including the scene of an accident.

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

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

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

**NORTH DAKOTA STATE WATER
COMMISSION**

By:



REICE HAASE
Secretary

Date: 07/02/2025

CITY OF MANDAN

By:

JAMES FROELICH
Mayor

Date: _____

Countersignature and Date (If required)

Print Name and Title

INTRAOFFICE MEMORANDUM

TO: Reice Haase, Secretary
Patrick Fridgen, Planning and Education Division Director
Sarah Felchle, Accountant, Administrative Services
FROM: Julie Prescott, Cost-Share Manager
SUBJECT: NDSWC Cost-Share Request – City of Mandan
Memorial Highway Improvements - West
DATE: June 19, 2025

Background & Description

The City of Mandan is requesting preconstruction cost-share for their Memorial Highway Improvements Project – West (Project). The Project is replacement of approximately 11,699 feet of aging asbestos cement watermain along Memorial Highway between Main Street and 32nd Avenue SE. The Project will be constructed in conjunction with the North Dakota Department of Transportation's Memorial Highway reconstruction project and is part of combined sanitary sewer, storm sewer, lift station, paving, and lighting infrastructure improvements planned for Mandan. Cost-share is requested for the water supply portion of these improvements only. The Project is located in Morton County.

Supplemental Information

Water Development Plan / Priority	2025 / Low
New / Future / Current Service Users	0 / 0 / 9,418
Present Value Cost / User (Preferred Alternative)	\$1,610
Rate / 5,000-Gallons	\$37
Comparable Rate / 5,000-Gallons	\$48
Water Source – Missouri River, Mandan	

Schedule

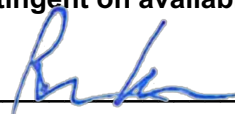
Task	Dates
Study	Jun. 2023
Design	Oct. 2025
Bid	Nov. 2025
Construction	May 2026
Completion	Oct. 2028

Cost-Share Funding Summary

	Preconstruction	Construction	Total	Approved	Recommend
Noneligible Cost	\$246,729	\$5,984,900	\$6,231,629		
Eligible Cost	\$63,356	\$7,754,239	\$7,817,595		
Total	\$280,085	\$13,769,139	\$14,049,224		
Cost-Share 60%	\$38,014	\$4,652,543	\$4,690,557		\$38,014

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request by the City of Mandan for state cost-share participation in the Memorial Highway Improvements - West project at 60 percent of eligible costs, not to exceed \$38,014. This approval is contingent on available funding.

Approval Signature and Date



07/02/2025

jsp:ln/2050MAN



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 16, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: Gate City Bank

STATEMENT/PURPOSE:

To approve the request from Gate City Bank to be designated a depository of public funds.

BACKGROUND/ALTERNATIVES:

On July 14, 2025, the finance department received a request from Gate City Bank to be added as a designated and approved bank depository for the City of Mandan. Gate City Bank has a branch located in Mandan at 405 East Main Street.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

In accordance with the provisions of North Dakota Century Code 21-04.

RECOMMENDATION:

To approve the request from Gate City Bank to be designated a depository of public funds.

SUGGESTED MOTION:

I move to approve the request from Gate City Bank to be designated a depository of

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider a request from Gate City Bank to be added as a designated and approved bank depository for the City of Mandan

Page 2 of 2

public funds.



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 21, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of a raffle permit for Philinthropic Educational Organization Chapter AK

STATEMENT/PURPOSE:

Consider approval of a raffle permit for Philinthropic Educational Organization Chapter AK

BACKGROUND/ALTERNATIVES:

A one-time raffle to be held on 11/12/2025 at First Presbyterian Church. See attached permit.

ATTACHMENTS:

1. Raffle Permit 2025-42

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Philinthropic Educational Organization Chapter AK.

SUGGESTED MOTION:

I move to approve the raffle permit for Philinthropic Educational Organization Chapter

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider approval of a raffle permit for Philinthropic Educational Organization Chapter AK

Page 2 of 2

AK.



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

Permit Number
2025-42

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 Philinthropic Educational Organization Chapter AK		Dates Authorized (Read Instruction 2) November 12th, 2025	
Organization or Group Contact Person Rebecca Warren	E-mail beckyrodderswarren@gmail.com	Telephone Number 256-996-3252	
Mailing Address 2434 Roberta Dr N	City Mandan	State ND	ZIP Code 58554

SITE INFO

Site Name First Presbyterian Church		County Morton	
Site Address 310 3rd Ave NW	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time ticket raffle to be held at First Presbyterian Church on 11/12/2025.			

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

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

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

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

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

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

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

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

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Michael Breid	Title of City or County Official Sergeant	Telephone Number 701-667-3250	E-mail Address mbreid@mandanpd.com
Signature of City or County Official 		Date 07/21/2025	Issuing Governing Body ☒ City ☐ County

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

Information required to be preprinted on a standard raffle ticket:

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

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

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

INSTRUCTIONS:

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

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

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

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

Chapter AK PEO Raffle Prize List

1	Cash	200
2	Quilted Lap Robe	175
3	Chugging Blanket	150
4	Cash	100
5	Visa Gift Card	100
6	Turned Rolling Pin/Holder	85
7	Diamond Canvas Art	75
8	Entertaining Gift Basket	50
9	Target Gift Card	50
10	Butcher Block Gift Card	50
11	Walrus Gift Card	50
12	Kirkland Gift Card	50
13	Home Goods Gift Card	50
14	Circle K Gas Card	50
15	Scheels Gift Card	50
16	Peacock Alley Gift Card	40
17	Set Holiday Embroidered Towels	35
18	Silver Commemorative Coin	35
19	3-Tiered Serving Tray	30
20	Fleece Blanket	25
21	Pillow Case Doll	25
22	Linen Set	25
23	Target Gift Card	25
24	Red Carpet Car Wash	24
25	Red Carpet Car Wash	24
26	Birdhouse	20
27	Birdhouse	20
28	Diamond Art Coasters	15
		<i>\$ 1628.00</i>



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 21, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of a raffle permit for Mandan Progress Organization

STATEMENT/PURPOSE:

Consider approval of a raffle permit for Mandan Progress Organization

BACKGROUND/ALTERNATIVES:

A one-time game of 21 will occur in Dykshoorn Park on 9/4/25. See attached permit.

ATTACHMENTS:

1. Raffle Permit 2025-45

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Mandan Progress Organization.

SUGGESTED MOTION:

I move to approve the raffle permit for Mandan Progress Organization.



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

Permit Number
2025-45

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		Dates Authorized (Read Instruction 2)	
Mandan Progress Organization		September 4th, 2025	
Organization or Group Contact Person	E-mail	Telephone Number	
Triston Kosek	triston@mandanprogress.org	701-751-2983	
Mailing Address	City	State	ZIP Code
411 West Main St	Mandan	ND	58554

SITE INFO

Site Name		County	
Dykshoorn Park		Morton	
Site Address	City	State	ZIP Code
411 West Main St	Mandan	ND	58554
If the city or county is placing restrictions on the permit, please explain			
N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
One time event of Twenty-One will occur in Dykshoorn Park on September 4th, 2025.			

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

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

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 - When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
 - 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	Title of City or County Official	Telephone Number	E-mail Address
Michael Breid	Sergeant	701-667-3250	mbreid@mandanpd.com
Signature of City or County Official	Date	Issuing Governing Body	
	07/21/2025	☒ City ☐ County	

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

Information required to be preprinted on a standard raffle ticket:

1. Name of Organization;
2. Ticket Number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player or option to convert a **merchandise** prize to a cash prize that is limited to the lesser of the value of the merchandise prize or six thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
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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;
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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.

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 - 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.
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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)

Check # PD 8632
7-14-25
\$ 25.00

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 Mandan Progress Organization		Dates of Activity (Does not include dates for the sales of tickets) 09/04/2025	
Organization or Group Contact Person Triston Kosek	E-mail triston@mandanprogress.org	Telephone Number 701-751-2983	
Business Address 411 West Main St.	City Mandan	State ND	ZIP Code 58554
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Dykshoorn Park		County Morton	
Site Physical Address 411 West Main St.	City Mandan	State ND	ZIP Code 58554
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Twenty-One will occur one time on 9/4/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
21	Cash	15A
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Triston Kosek	Telephone Number 701-751-2983	E-mail Address triston@mandanprogress.org
Signature of Organization Group's Permit Organizer 	Title Associate Director	Date 06/25/2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: August 1, 2025
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 28, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization

STATEMENT/PURPOSE:

Consider approval of a gaming site authorization for North Dakota Friends of NRA State Fund Committee LLC at Baymont Inn & Suites from August 8, 2025 to June 30, 2026

BACKGROUND/ALTERNATIVES:

The Gaming Site Authorization and payment was received on July 24, 2025

ATTACHMENTS:

1. 15 ND FRIENDS OF NRA (NOT SIGNED)

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for North Dakota Friends of NRA State Fund Committee LLC at Baymont Inn & Suites from August 8, 2025 to June 30, 2026



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 **North Dakota Friends of NRA State Fund Committee, LLC**

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 Baymont Inn & Suites			
Street 2611 Old Red Trail	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 8-8-2025	Ending Date(s) Authorized 6/30/26	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Around the perimeter of the banquet room			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known 10/17/2025			

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)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheels with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ ELECTRONIC 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



Event Sales Agreement

Baymont Inn & Suites Mandan

2611 Old Red Trail NW, Mandan, ND 58554

Phone (701) 663-7401 Fax (701) 663-0025

Account/Event Name Friends of the NRA Phone 701-400-9911
 Dakota Rough Rider - NRA Silent Auction/Dinner
 Contact Jeff Mistelski Email jeff@oaheoutboards.com

Function Room Details:

Date	Time	Room	Event Class	Setup	PPL	Room Rental
Thurs, 10/16/25	12:00 PM -- 12:00 AM	Pier 7/Fleet Ballroom	Setup	Custom	370	*WAIVED*
Fri, 10/17/25	8:00 AM -- 1:00 AM	Pier 7/Fleet Ballroom	Dinner	Custom	370	*WAIVED*

Function room assignments are not guaranteed.

Room Rental: Room rental will be waived with below food and bar minimums.

Food Minimum: \$7,500

Cash Bar Minimum: \$2,500

Sleeping Room Block Details:

<i>Friends of the NRA</i>			
	Double Queen Standard or Standard Single King		
	Rooms	Rate	
Thurs 10/16/25	5	\$119.00	
Fri 10/17/25	10	\$119.00	

All room rates are subject to local sales tax and occupancy tax.

Reservations: Please call the hotel direct at (701) 663-7401 and reference the group block name.

Cutoff Date: Tuesday, September 16, 2025

Comments and Special Instructions: Group rate will still be offered after the cutoff date only if hotel has availability left.



Event Sales Agreement

Baymont Inn & Suites Mandan

2611 Old Red Trail NW, Mandan, ND 58554

Phone (701) 663-7401 Fax (701) 663-0025

Terms and Conditions:

Item	Description
Billing	Direct Billing is allowed and will be approved on a case by case basis. A late payment fee of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date. If direct billing is not approved, a valid credit card must be on file, and payment is due in full a minimum of 14 days prior to event.
Cancellations	The parties understand and agree that cancellations of contracted meeting and sleeping rooms after acceptance of this agreement will cause substantial damages to Hotel including, but not limited to the loss of other meeting and guestroom reservation opportunities. Therefore, if your meeting/banquet functions or guestrooms are cancelled, you will be subject to cancellation fees.
Drink Tickets	Hotel will provide group with thirty (30) drink tickets complimentary, to be redeemed during event for a drink at well pour value.
Food and Beverage	Baymont Inn & Suites has a food and beverage requirement of the amount noted. The requirement will need to be met regardless of the guaranteed number of attendees. Because of market fluctuations, all prices are subject to change. Should our prices increase, written notification will be given. Outside food and beverage is prohibited and Baymont Inn & Suites does not permit the removal of any foods provided by the hotel.
Guarantee	In order to provide for all attendees, a guaranteed count will be needed 14 days in advance of the function. Unfortunately, this number may not be reduced. Should you be unable to provide us with a count, Baymont Inn & Suites will refer to the originally contracted number and prepare accordingly. This will ensure the comfort of all in attendance.
Room Assignments	The Catering Department reserves the right to reassign functions rooms to best service and utilize space according to the final guaranteed number of guests.
Room Rental	Room rental fees are determined upon original program details. Revisions from the original contract may necessitate a revision in room rental fees.
Tax and Gratuity	To ensure the superior service of Baymont Inn & Suites, 18% gratuity will be added to all food and beverage. Current sales tax will apply.
Tentative Agreement	Baymont Inn and Suites is currently holding space for this group until February 12, 2024. Space will be confirmed on a definite basis with the return of your signed agreement on or before February 12, 2024. Failure to do so will result in function space being released and contract void. Should another group be interested in booking the space before the deadline of February 12, 2024, Hotel Representative will contact your group, and you will have 24 hours to confirm the date or let the space go.

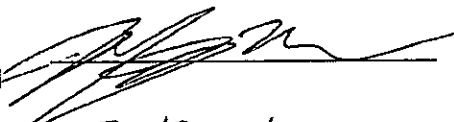
Space will be confirmed upon the return of the signed contract to Hotel Representative, granted the space is still available.

If [Friends of the NRA] is a corporation, limited liability company, partnership or any other type or form of entity, then [Friends of the NRA] and any person(s) signing this agreement on behalf of [Friends of the NRA] both represent and warrant that each such person executing and delivering this Agreement on behalf of [Friends of the NRA] is a duly qualified officer, manager, partner or other authorized agent or representative of [Friends of the NRA], fully authorized by all required corporate, company, partnership or entity action necessary to legally bind [Friends of the NRA] and to execute and deliver this Agreement on behalf of [Friends of the NRA].

Client Representative

Client
Approval

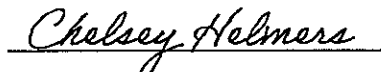
Date


2-13-24

Hotel Representative

Chelsey Helmers
Director of Sales

2/8/2024


02/13/2024*



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: August 1, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization

STATEMENT/PURPOSE:

Consider a gaming site authorization for Mystic Athletic Club at Ten Spot Lanes from August 6, 2025 to June 30, 2026

BACKGROUND/ALTERNATIVES:

The gaming site authorization was received on Aug. 1, 2025

ATTACHMENTS:

1. Mystic Athletic Club at Ten Spot Lanes (not Signed)

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for Mystic Athletic Club at Ten Spot Lanes from August 6, 2025 to June 30, 2026.

City Commission

Agenda Documentation

August 5, 2025

Subject: Mystic Athletic Club at Ten Spot Lanes from August 6, 2025 to June 30, 2026

Page 2 of 2



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

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Mystic Athletic Club

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

Name of Location

Ten Spot Lanes

Street

107 11th AVE NE

City

Mandan

ZIP Code

58554

County

Morton

Beginning Date(s) Authorized

August 1st 6, 2025

Ending Date(s) Authorized

June 30th, 2026

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

0

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

Will be in the Southwest Corner of the building

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

N/A

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|--|--|---|
| ☐ Bingo | ☐ Club Special | ☐ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☐ Twenty-One |
| ☐ Raffles | ☐ Seal Board | ☐ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☐ Pull Tab Jar | ☐ Prize Board | ☐ Paddlewheel with Tickets |
| ☐ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☐ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

License Number (Office Use Only)

Site Owner (Lessor) Leroy Krein		Site Name 10 Spot Lanes		Site Phone Number (701)663-3779
Site Address 107 11th Ave NE	City Mandan	State ND	Zip Code 58554	County Morton
Organization Mystic Athletic Club	Rental Period August 6th to June 30th, 2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☐ Standard Dispensing Device		☒ No ☐ Yes		\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 4		☐ No ☒ Yes		\$ 700
Total Monthly Rent				\$ 700. ✓
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

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

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

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

Signature of Lessor 	Title Owner	Date 8-1-25
Signature of Lessee 	Title GAMING MANAGER	Date 8-1-25



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 29, 2025
SUBMITTING DEPARTMENT: Mandan Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of City of Mandan and Sanford Health to apply for and accept any funding under the North Dakota Attorney General Justice Assistance Grant (JAG) grant.

STATEMENT/PURPOSE:

To allow the City of Mandan and Sanford Health to apply for and accept any funding through the North Dakota Attorney General's Office JAG, which will be used to fund the "call out" of SANE Nurses to complete sexual assault exams. The grant recipient must be a political subdivision, which is why the Mandan Police Department is making this request. This JAG will fund the call out of specialty trained nurses to conduct sexual assault exams through Sanford Hospital. The City of Mandan will be the pass-through for the funding, as required by the JAG grant.

BACKGROUND/ALTERNATIVES:

The SANE benefits the Bismarck-Mandan area, not just one jurisdiction. It is a vital program for local children and adults who are victims of sexual assault and abuse to collect evidence needed for prosecution. It is a program frequently used by our police department when investigating sexual assault and abuse crimes. The City of Mandan and Sanford Health have worked together under the JAG grant funding for many years to allow for the SANE Nurse program to provide these vital exams needed during sexual assault investigations.

ATTACHMENTS:

1. City of Mandan-Sanford Health MOU
2. 25-27 SANE Application Sanford_working draft

FISCAL IMPACT:

Only impact is the amount of time needed by the Mandan Police Department and

Finance Department to process the necessary paperwork and issue funds to Sanford Health.

STAFF IMPACT:

The Mandan Police Department will collect all needed paperwork from Sanford Health every quarter. This paperwork will be reviewed by the Mandan Police Department and Finance Department. All reimbursement requests are forwarded to the ND Attorney General's Office and, if approved, provide the necessary reimbursement funding to the City of Mandan. The City of Mandan will then issue a check to Sanford Hospital for requested reimbursement.

LEGAL REVIEW:

Memorandum of Understanding (MOU) and other documents have been reviewed in the past and approved. There has been no change in the MOU or other documents, other than the dates.

RECOMMENDATION:

I recommend approving the application for funding through the North Dakota Attorney General's Office Justice Assistance Grant and approving the Memorandum of Understanding between the City of Mandan and Sanford Health. I recommend approving the acceptance of any funding awarded through the ND Attorney General's JAG Grant.

SUGGESTED MOTION:

I move for approval of the attached ND Attorney General JAG grant application to the ND Attorney General's Office and acceptance of any funds for the Sanford Health SANE Nurse Program.

**AGREEMENT BETWEEN
THE CITY OF MANDAN
AND SANFORD BISMARCK**

1. The City of Mandan (**City**) shall apply for a Sexual Assault Nurse Examiner Services grant (the **Grant**) for the years 2025 through 2027 and provide any proceeds received under the Grant to Sanford Bismarck (**Sanford**), located at 300 North Seventh Street, Bismarck, ND, conditioned upon **Sanford's** compliance with all the terms and conditions of the **Grant** and in accordance with any subsequent provisions, requirements and assurance promulgated by the State of North Dakota that apply to the **Grant**. Any subsequent requirements shall be specifically incorporated herein.
2. The **City** shall provide the **Grant** funds to **Sanford** only on the condition that said funds shall be available from the State of North Dakota. Failure of the **City** to receive grant funds from the State of North Dakota shall cause this agreement to be terminated. If the **City** receives funds less than the full amount anticipated in the contract, **Sanford** will receive the lesser amount.
3. **Sanford** agrees to, and shall follow and adhere to, all the provisions, requirements, and assurances of the Financial Assistance Award as set forth in Federal Register Vol. 78, No. 248, December 26, 2013, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, **Sanford** agrees to and shall follow any subsequent provisions, requirements and assurances promulgated by the State of North Dakota and applicable to the **Grant**. Failure to adhere to the above mentioned requirements, provisions, and assurances shall cause this Agreement to be terminated at the discretion of the **City** or State.
4. The Parties agree to hold each other harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement. **Sanford**, its officers, agents and employees and assigns agree to hold the State of North Dakota harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement.
5. **Sanford** and the **City** understand that the ownership of any equipment purchased under the terms and conditions of this agreement and costing \$5000 or more remains with the City and ownership of any equipment costing less than \$5000 shall remain with **Sanford** upon completion of the project.
6. This Agreement shall be binding upon **Sanford** and its successors and assigns, except that **Sanford** may not assign or transfer its rights without prior written consent of the **City** and the State. This Agreement shall inure to the benefit of the **City** and its successors and assigns.
7. All federal and state laws insofar as are applicable shall be specifically made a part of this Agreement.

8. This Agreement shall be governed by the laws of the State of North Dakota. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remaining provisions.
9. The terms and conditions of this Agreement may only be amended or supplemented by written agreement of both parties and with the concurrence of the State of North Dakota to make amendment or supplement. The **City** and **Sanford** agree that no oral change or modification of this Agreement shall be allowed and no claim based upon any purported oral change or modification shall be made.
10. It is agreed between the parties that this Agreement is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
11. All information contained in the application as stated by **Sanford** is correct and accurate, any material misstatement verified by the State of North Dakota may be considered a breach of the grant award document, and may result in the termination of the grant award at the discretion of the state.
12. The Grant Award and Acceptance and the Certified Conditions Sexual Assault Nurse Examiner Services Program are incorporated and made a part of this Agreement. All of the requirements of the grant regarding activities to be performed, time schedules, project policies, flow-through requirements, dollar limitations of the agreement, cost principals used in determining allowable costs and all other grant conditions, policies and procedures must be followed by **Sanford**.
13. This Agreement shall be effective upon the later date below.

By:

Cheryl R. Page, RN
Sanford Bismarck

James Froelich
Mayor, City of Mandan

7/29/2025
Date

Date

Attest: _____
Jim Neubauer
City Administrator, City of Mandan

SEXUAL ASSAULT NURSE EXAMINER SERVICES

ND OFFICE OF ATTORNEY GENERAL

I – APPLICATION OVERVIEW

Name of Subrecipient - Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe. City of Mandan	Unique Entity Identifier GYX2L5Q1M5U9		
Subrecipient Contact Name Pat Haug	Email phaug@mandanpd.com	Telephone Number 701-667-3250	
Subrecipient Street Address 205 First Ave NW	City Mandan	State ND	Zip Code 58554
Subrecipient Level of Government (check one) ☐ State ☐ County ☒ City/Town ☐ Indian Tribe ☐ Park District ☐ School District ☐ Local Government			
Authorized Official Name - The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples are the mayor, city or county auditor, director of the state agency, or Tribal Chairperson. James Froelich	Authorized Official Title Mayor		
Authorized Official Email Address james.froelich@cityofmandan.com	Authorized Official Telephone Number 701-301-6792		
Authorized Official Street Address 205 Second Ave NW	City Mandan	State ND	Zip Code 58554

Implementing Agency Name - Implementing agencies are the agencies performing the project activities (such as a non-profit). Sanford Health Bismarck	Multi Agency Project Yes ☒ No ☐		Multi-Jurisdiction Project Yes ☒ No ☐	
Implementing Agency Street Address 300 Seventh St. N	City Bismarck	State ND	Zip Code 58501	
Project Director Name - The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Cheryl Page	Project Director Title Director, Emergency			
Project Director Email Address cheryl.page@sanfordhealth.org	Project Director Telephone Number 701-323-3872			
Project Director Mailing Address (if different)	City	State	Zip Code	
Fiscal Officer Name - The fiscal officer prepares and submits all financial reports as required by the Office of Attorney General and has responsibility for the financial administration of the project. . Eric Exner	Fiscal Officer Title Financial Grants Administrator			
Fiscal Officer Email Address eric.exner@sanfordhealth.org	Fiscal Officer Telephone Number 701-793-2882			
Fiscal Officer Mailing Address (if different) 4840 23rd Ave. S	City Fargo	State ND	Zip Code 58104	
Authorized Program Area (select all that apply) ☒ Direct Victim Support ☐ Support of Advocacy Services ☐ Emergency/Long Term Crisis Services ☐ Development and Implementation of Direct Care ☐ Residential Care ☐ Programs Promoting Positive Outcomes for Victims ☐ Training for Law Enforcement/victim Service Providers				

SALARY

Page 57 of 246

FRINGE			
Name/Position	Fringe/ Month	Total Months	Total Cost
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Fringe Request:			0.00
Continuation/Sustainability Plan -			

B. Overtime - List overtime by type of position. Overtime for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. **FOR OT RATE/HOUR AND TOTAL HOURS – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Type of Position	Overtime Rate/Hour	Total Hours	Total Cost
			0.00
			0.00
Total Request:			0.00

C. Travel & Training - Itemize travel expenses of project personnel by purpose (i.e. training, meetings, mileage, etc.). State rates for in-state travel, or GSA rates for out-of state travel apply. **FOR UNIT COST AND QUANTITY – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Purpose of Travel	Unit Cost	Quantity	Total Cost
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Request:			0.00

D. Equipment - List non-expendable items that are to be purchased that are \$5000 each or more. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items. **FOR UNIT COST AND QUANTITY – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Description	Unit Cost	Quantity	Total Cost
			0.00
			0.00
			0.00
Total Request:			0.00

E. Equipment Rent/Lease - List equipment items to be rented or leased. **FOR RATE/MONTH AND TOTAL MONTHS – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Description	Rate/Month	Total Months	Total Cost
			0.00
			0.00
Total Request:			0.00

F. Supplies - List items by type (office supplies, postage, training materials, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using [this](#) format if you have additional items. **FOR UNIT COST AND QUANTITY – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Description	Unit Cost	Quantity	Total Cost
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Request:			0.00

G. Consultants/Contracts - State service to be provided, anticipated hourly or daily rates, and estimated time on the project. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) **FOR RATE/MONTH AND TOTAL MONTHS – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Consultant/Contract & Service to be Provided	Rate/Month	Total Months	Total Cost
Central Dakota Forensic Nurse Examiners	1,910.00	24.00	45,840.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Request:			45,840.00

H. Other Costs - List items (i.e. direct victim support, facility rent, printing, telephone/cell phone, janitorial or security services). **FOR UNIT COST AND QUANTITY – USE NUMBERS ONLY – DO NOT USE CHARACTERS (such as: letter, commas, \$ signs, etc.)** Total cost will not calculate correctly if characters are used.

Description	Unit Cost	Quantity	Total Cost
Indirect (10%)	4,584.00	1.00	4,584.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Total Request:			4,584.00

III - BUDGET SUMMARY

Category	Total Requests
A. Personnel	0.00
B. Overtime	0.00
C. Travel/Training	0.00
D. Equipment	0.00
E. Equipment Rent/Lease	0.00
F. Supplies	0.00
G. Consultants/Contracts	45,840.00
H. Other Costs	4,584.00
Total Request:	50,424.00

IV - IMPLEMENTING AGENCY BUDGET SUMMARY - List the agency's entire budget for its current fiscal year, including all funding sources. The total amount of the budget line items should equal the total amount of funding sources.

Line Item	Current Operating Budget Amounts	
Personnel		
Operating Expenses		
Equipment		
Total Budget	0.00	
Funding Sources	Amount	Percentage of Total Agency Budget
Justice Assistance Grant-JAG (Federal Portion Only)		0.00%
State General Fund		0.00%
Local Government General Fund		0.00%
Community Development Block Grant		0.00%
Victims of Crime Act (VOCA)		0.00%
STOP Violence Against Women Act		0.00%
Federal Family Violence		0.00%
Domestic Violence Prevention Fund		0.00%
Crime Victims Assistance (CVA)		0.00%
United Way		0.00%
Foundations		0.00%
Donations		0.00%
Court Fees		0.00%
Other (specify) INCLUDING any pending or applied for awards and note the status at the time of application.		
		0.00%
		0.00%
Total Funding	0.00	0.00%

V - PROJECT NARRATIVE

1. Project Description - Describe the proposed project and how it addresses specific problems, include specifics about the services to be provided, how the services will be provided, and the project deliverables.
Sanford Bismarck fully supports the organization, Central Dakota Forensic Nurse Examiners. This is an organization committed to improving the response for victims of sexual assault and domestic violence of all ages. We participate in a community partnership that utilizes a comprehensive multidisciplinary collaborative (MDT) approach for sexual assault victims to include child abuse victims as well. The Central Dakota Forensic Nurse Examiners offers services to adults and children (0-18) and their families when there has been a report of sexual assault/domestic violence or are suspected victims of child sexual abuse and severe physical abuse. According to the Kids Count Data Center, the percentage of children in North Dakota suspected victims of child abuse and neglect has remained steady the last four years: 2.5% in 2021, 2.6% in 2022, 2.5% in 2023 and 3% in 2024. As the need for these services continue to trend upwards, it is critical that our team has the ability to ensure access to services and resources for our patients. The number of medical examinations conducted each year fluctuates — 91 in 2023 (77 who were 14 years and older; 14 who were 13 years and younger) and 102 in 2024 (84 who were 14 years and older and 18 who were 13 years and younger). As the number of patients we see continues to fluctuate, we are experiencing an increased need for services resulting in continual increases in costs to operate. The Bismarck region has very few organizations that are qualified to provide the programming, resources and services necessary for sexual abuse/domestic violence victims to heal both physically and mentally. The Central Dakota Forensic Nurse Examiners and Sanford Bismarck work closely with the DCAC. The DCAC is the only Children's Advocacy Center within a 100-mile radius of Bismarck. If there is not an available nurse on call or a provider that can complete the examination, these patients may have to travel to Fargo, Minot or Sioux Falls for their exam. Unfortunately, due to the cost of travel, many families forgo medical examination and treatment in theses situations. When a child is sexually abused and/or assaulted, there is only a 96-hour window where evidence can be collected and a 48-hour window to administer Plan Band/or HIV Prophylactic medicine. Having on-call services available at all hours is critical to minimize the trauma experienced by child victims of sexual abuse and enable them to begin their journey to recovery.

2. Current Efforts - Clearly define what efforts are currently underway in response to the problems identified in the project description. Explain how current efforts relate to the project proposed here, will they be continued, modified or expanded? Additionally, provide relevant supporting data that reflects the agency's current and past efforts.

Sanford Bismarck is requesting funds to assist in supporting access to trained sexual assault nurse examiners in the Bismarck area by increasing the availability of on-call nurses available to conduct forensic medical examinations. In order to improve access, Sanford Bismarck has developed an agreement with the Central Dakota Forensic Nurse Examiner's organization to provide and maintain on-call trained forensic nurses. Funding will ensure there is always a SANE nurse on-call to conduct both pediatric and adult examinations for patients who have already suffered devastation of sexual assault and/or domestic violence and who will not have to drive to Fargo, Minot or Sioux Falls for an examination, or wait until a nurse is available to conduct the examination. In some cases, patients have no choice but to wait until a nurse is available; at that time, they may fall outside of the evidence collection timeline. Funding from the North Dakota Office of Attorney General—Bureau of Criminal Investigation will ensure that children and adults who have suffered the devastating effects of sexual abuse, and their families, will have access to effective and efficient examinations so they can begin their journey to recovery. We continue to seek funding for victims of adult sexual assault and child abuse, so that individuals and families never have to incur the costs of this horrible crime. However, the number of children we see continues to rise, along with the number of services we offer for our families and the rising costs of these services. We also continue to seek assistance from other grants and foundations.

3. Collaboration with Other Agencies - Describe in detail how your agency has collaborated or cooperated with other agencies in providing SANE services, or describe how your agency intends to collaborate with other agencies/ patterns during the grant period.

In order to improve access and ensure services are consistently available, Sanford Bismarck has developed an agreement with the Central Dakota Forensic Nurse Examiner's (CDFNE) to provide on-call nurses who are trained in examining adults and children under the age of 14. This will also ensure families and individuals do not have to travel in order to receive services or risk them forgoing treatment due to lack of resources. Along with collaborating with the CDFNE, we also collaborate with the Abused Adult Resource Center (AARC) and the Dakota Children's Advocacy Center (DCAC), a community partnership that is committed to improving the response to adults and child abuse victims. Professionals from social services, law enforcement, prosecution, victim advocacy, and the medical and mental health community come together under one roof so an adult or child only has to tell his or her abuse story once. They are unique in services and structure, as they are accessed by surrounding counties to include state, federal and tribal agencies.

Our protocol requires that all pediatric referrals go to the DCAC for investigative purposes that come from law enforcement, social services and/or prosecution. If the initial contact is made to the DCAC before these sources, our team assists in facilitating those referrals. An Advisory Board meets monthly to discuss and evaluate the services provided by the DCAC through case review and policy and procedure management. The DCAC also holds monthly case reviews to discuss the child cases for the previous month with the MDT. The Federal Victim Witness Coordinator works closely with us on federal cases and helps coordinate for those victims. In addition to receiving referrals to other agencies, It is required that law enforcement and social services be present for the child forensic interview to contribute their input and ensure that the proper information is obtained from the child. We meet regularly for case review and peer review on cases. Team members talk regularly about cases as we refer to each other to meet the family's needs.

Our protocol for adult victims is similar to children. Where those victims are referred to the AARC for support through the medical exam process as well as the law enforcement process. Communication lines are continually open and there are similar meetings with the adult team to make sure victims are receiving not only the appropriate care but to be included in the criminal process.

4. Continued Funding - Describe in detail what plans or steps are in place to assure continuing of the project after the grant period.

The project has commitment from our hospital, task force, community, and state to continue. In the past several years, the DCAC and the AARC has worked diligently to diversify its funding sources. We are in a unique situation as we rely on community, local, state, and federal grants for funding. Therefore, we are always in the process of looking at new funding sources, as others fade away. We continue to work with the state and insurance providers to make sure that all necessary services are reimbursable.

VI - PROJECT GOALS, OBJECTIVES, TIMELINE, AND PERFORMANCE MEASURES

1. Overall Project Goals - State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Develop and sustain an effective mental health program.)

To reduce gaps for timely access to examinations and treatment for adults and children who have experienced abuse by providing 24/7 SANE coverage for ages from birth through adulthood for the Bismarck-Mandan region.

2. Objectives - (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of mental health services available.)

1. Extend collaborative agreement with the Central Dakota Forensic Nurse Examiner's group, ensuring 24/7 SANE coverage for all victims age birth to adulthood in the Bismarck-Mandan region.
- 2) Conduct bi-annual meetings with Central Dakota Forensic Nurse Examiner's organization to monitor coverage and access issues.
- 3) Conduct peer reviews on all examinations with positive findings to ensure accuracy in examinations.

3. Timeline - Provide a detailed timeline for expenditure of project funds and completion of project goals and objectives.

Grant funding will ensure 24-hour on-call SANE coverage for all victims aged birth to adulthood throughout the grant period July 1, 2025 to June 30, 2027. Continuous coverage will ensure the consistent availability of a specially-trained SANE Nurse in the Bismarck-Mandan Region.

4. Performance Measures - Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected: (Example: Number of victims served.)

Project success will be measured by:

- 1) The number of medical examinations completed in the Bismarck-Mandan region - unfortunately, past experience has shown that if a SANE nurse is unavailable in Bismarck, families will forgo examination as many do not have the resources to travel.
- 2) Continuous coverage of cases presenting to the Sanford Bismarck Emergency Department
- 3) Peer review of examinations with positive findings to ensure integrity and accuracy in examinations.

VII – AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements, that all information presented is correct, and that the applicant will comply with the provisions of the grant and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official (political subdivision)

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 30, 2025
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider approval for Budget Amendment to Public Works Forestry budget

STATEMENT/PURPOSE:

Consider approval for Budget Amendment to Public Works Forestry budget

BACKGROUND/ALTERNATIVES:

The Public Works Department is requesting a budget amendment to transfer available funds from the Street Light Utility Fund to the General Fund to support professional tree trimming services through the Forestry Division. This adjustment is necessary to address increased citywide trimming needs along key corridors and public areas.

This reallocation of funds will directly support multiple operational needs. Overgrown and low-hanging tree branches are creating challenges during operations, particularly when equipment such as snowplows and sweepers make contact with vegetation dragging across roofs and obstructing visibility. In addition, Public Works has received an increased volume of citizen calls regarding low-hanging branches over sidewalks and streets, many of which qualify as code violations under the City's nuisance ordinances.

The Forestry Division aims to address these concerns through a block-by-block trimming strategy, with a focus on safety, equipment clearance, and compliance with local codes. Contracting professional trimming services will supplement City crews and allow for faster response to both scheduled and reactive trimming needs.

Funding for this amendment is available due to favorable balances in the Street Light Utility Fund. This transfer will not impact core utility operations and will support safer, more efficient street maintenance and snow removal during the upcoming winter season.

ATTACHMENTS:

None

FISCAL IMPACT:

\$96,000 transferred from the Street Light Utility Fund to the General Fund - Forestry Department (100.151.52140).

STAFF IMPACT:

This budget amendment will have a positive impact on staff operations across multiple divisions within Public Works. By contracting professional tree trimming services, internal crews—particularly those in Forestry, Streets, and Snow Operations—will be able to focus on core responsibilities without being overextended by time-consuming trimming work. The reduction in overhanging branches will also decrease equipment damage risks and improve operational safety and efficiency during snow removal, street sweeping, and routine maintenance. Additionally, it will reduce staff time spent responding to citizen complaints and code enforcement requests related to vegetation overgrowth.

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approval of the budget amendment to Public Works Forestry budget

SUGGESTED MOTION:

I move to approve the Budget Amendment to the Public Works Forestry Department Budget



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 30, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the Lottery Grant Application for MANTF

STATEMENT/PURPOSE:

To consider approval of the Lottery Grant Application for MANTF

BACKGROUND/ALTERNATIVES:

The City of Mandan has participated in previous years in the Lottery Grants to provide funding for the MANTF. This grant application is for the time period of 1/1/2026 through 12/31/2026. The grant request is for \$138,900.00. See attached application.

ATTACHMENTS:

1. Lottery Grant 2026 App
2. Addendum 1 - 2026
3. Addendum 2 - 2026
4. Addendum 3 - 2026

FISCAL IMPACT:

The lottery grant does not require any match.

STAFF IMPACT:

Mandan Police Department has assigned personnel to the MANTF Grant. Deputy Chief Bier is the Fiscal Officer for this grant.

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the City of Mandan Lottery Grant application to provide funding

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider approval of the Lottery Grant Application for Metro Area Narcotics Task Force (MANTF)

Page 2 of 2

to the Metro Area Narcotics Task Force.

SUGGESTED MOTION:

I move to approve the City of Mandan Lottery Grant application to provide funding to the Metro Area Narcotics Task Force.

Edward Byrne Justice Assistance Grant (JAG) Application

LOTTERY GRANT APPLICATION

OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2026-12/31/2026

Application Deadline: Friday, August 15, 2025 11:59 PM

Applications must be submitted to agogrants@nd.gov

I – APPLICATION OVERVIEW

Subrecipient contact information:

Name and Unique Entity Identifier (UEI) as registered with Sam.gov. This is the entity receiving the funding.

Entity Applying (Check One)



State or units of
local government



Indian Tribe



Non-government
victim witness
assistance programs



Non-government domestic
violence programs

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
City of Mandan	22277190000	701-667-3213	
Suprecipient Street Address	City	State	Zip Code
502 2nd Ave NW	Mandan	ND	58554
Suprecipient Contact Name	Title		
Greg Welch	Finance Director		
Email Address			
gwelch@cityofmandan.com			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement.

Overall responsibility for the administration of the project rests with this individual.

Examples: mayor, city or county auditor, director of the agency, or Tribal Chairperson.

Name of Authorized Official	Title	Phone	
Jim Froelich	Mayor-City of Mandan	701-667-7460	
Street Address	City	State	Zip Code
205 2nd Ave NW	Mandan	ND	58554
Email Address			
james.froelich@cityofmandan.com			

The Project Director has the direct responsibility for implementation of the project activities.

This person will prepare and submit all progress reports as required by the Office of Attorney General.

Examples: task force coordinator or executive director.

Name of Project Director	Title	Phone	
Luke Kapella	Special Agent	701-220-7026	
Street Address	City	State	Zip Code
1720 Burlington Dr Ste B	Bismarck	ND	58504
Email Address			
LK426@nd.gov			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Metro Area Narcotics Task Force

The Fiscal Officer has the responsibility of the financial administration of the project.

This person prepares and submits all financial reports as required by the Office of Attorney General.

Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer

Jason Bier

Title

Deputy Chief

Phone

701-667-3250

Street Address

205 1st St NW

City

Mandan

State

ND

Zip Code

58554

Email Address

jbier@mandanpd.com

Authorized Program Area: (select all that apply)



Law Enforcement



Corrections/Community Corrections



Crime Victim and Witness Programs (other than compensation)



Prosecution/Courts



Drug Treatment/Enforcement



Prevention/Education



Planning/Evaluation/Technology Improvement



Mental Health Programs and Related Law Enforcement and Corrections programs, including behavioral programs and crisis intervention teams

Multi-agency Project (two or more)?



Yes



No

Multijurisdictional Project (two or more)?



Yes



No

Name/Position - Salary	Salary per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Name/Position - Fringe	Fringe per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Personnel:			\$ 0.00

[illegible]

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
Office Supplies	1	7500	\$ 7,500.00
Investigative and Maintenance Supplies	1	7500	\$ 7,500.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Supplies:			\$ 15,000.00

Narrative – Please provide a detailed description for all supply expenses.

MANTF is requesting \$7,500 for Office Supplies and \$7,500 for Investigative and Maintenance Supplies. This is the same amount that was requested and granted in 2025. The reason for continuing this higher level of funding is outlined below:

1. MANTF has experienced significant growth over the past several years, which has placed an increased demand on operational, investigative, and maintenance supplies. Looking ahead to 2026, MANTF has already added new personnel and anticipates further expansion. Just a few years ago, the Task Force supported 13 members from local, state, and federal agencies. As of now, MANTF supports 21 members, with the potential to add 5 more depending on agency staffing. Recent additions include two NDBCI Special Agents operating on the Standing Rock and Fort Berthold Tribal Lands. MANTF is now the largest Task Force in the State of North Dakota.

2. As a result of this growth, MANTF has increasingly relied on Asset Forfeiture Funds to cover basic supply needs once general funding is exhausted. This approach is unsustainable and creates uncertainty when planning for future operational requirements.

3. The cost of supplies has risen across the board due to ongoing inflation, further straining the current budget.

4. MANTF regularly supports several local and federal agencies out of its office. This includes the Bismarck Police Department, the North Dakota Highway Patrol Interdiction Team, the US Marshals High Plains Fugitive Task Force, and the US Postal Inspectors Office. These agencies use MANTF facilities for operational planning and briefings, further increasing the supply burden.

In summary, the requested funding level is necessary to sustain current operations, support a growing team, and ensure reliable planning for 2026.

C. Rent - List buildings or locations that require a rent payment.

Rent Item	Cost per Month/Year	# of Months/year	Total Rent Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Rent:			\$ 0.00

Narrative – Please provide a detailed description for all rent expenses.

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D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using [this](#) format if you have additional items.

Communication Items	Estimated Cost Per Month	# of Months	Total Communication Cost
ITD Services, Cell Phones, Scanners	1250	12	\$ 15,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Communications:			\$ 15,000.00

Narrative – Please provide a detailed description for all communication expenses.

The MANTF Project Manager, S/A Luke Kapella, audited all MANTFs communication budget in 2023. MANTF in 2023, changed its methodologies after the audit and was able to remove certain expenses from the MANTF communications budget that were ineffective or unnecessary. Therefore MANTF reduced this budget line by \$5,000 for 2024 and 2025. MANTF is requesting the same amount for the 2026 budget.

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, vehicle maintenance for all vehicles, leased or owned. Attach a sheet using this format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	Estimated Cost Per Month	# of Months	Total Fuel Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Fuel/Oil/Vehicle Maintenance:			\$ 0.00

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.

Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
Cellebrite	Annual Licensing Cost for Cellebrite	\$ 8,800.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
Total Contractual Services:		\$ 8,800.00

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	Cost Per Item	# of Items	Total Equipment Rent/Lease Cost
Twelve Month Vehicle Lease	9000	6	\$ 54,000.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment Rent/Lease:			\$ 54,000.00

Narrative – Please provide a detailed description for all equipment rent/lease expenses.

MANTF provides its Task Force Officers (TFOs) with vehicles to support and advance the mission of the Task Force. Leasing has proven to be the most cost-effective and efficient method of providing reliable transportation for TFOs. Below is the current breakdown of vehicle leasing needs within MANTF:

BCI – 0 vehicles (covered by a separate grant)
Morton County Sheriff's Office – 1 vehicle
Mandan Police Department – 1 vehicle
Bismarck Police Department – 2 vehicles
Burleigh County Sheriff's Department – 2 vehicles

This structure ensures that each agency partner has the necessary resources to perform its role in joint operations without placing additional strain on local budgets.

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Estimated Cost	Number of Days	Number of Staff	Total Travel Cost
See attached Addendum #1		20000	1	1	\$ 20,000.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Total Travel/Training:					\$ 20,000.00

Narrative – Please provide a detailed description for all travel expenses.

See attached Addendum #1

I. Equipment - List non-expendable items that are to be purchased that are **\$5000** or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	Cost per Item	# of Items	Total Equipment Cost
Tactical Shield	13400	1	\$ 13,400.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment:			\$ 13,400.00

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

MANTF, in collaboration with the Bismarck Police Department, is now designated as a Special Response Team (SRT). This designation emerged from the recognition that MANTF's rapid deployment capabilities and tactical expertise could provide a more comprehensive and capable criminal response that complements the role of West Dakota SWAT.

MANTF already functions as an SRT through its core mission activities, which include executing search warrants, conducting vehicle takedowns, and leading other tactical operations. In addition, MANTF regularly supports a broad range of tactical efforts in cooperation with partner agencies such as the North Dakota Highway Patrol Interdiction Team, the US Marshals High Plains Fugitive Task Force, the US Postal Inspectors Office, North Dakota Parole and Probation, as well as various local police departments and sheriff's offices.

To support these expanded operations, MANTF has enhanced its capabilities by acquiring less-lethal firearms and increasing its inventory of tactical rifles. However, one critical area requiring immediate attention is the condition and capability of MANTF's ballistic shields and armor. The shields currently in use are aging, with some nearing or already beyond expiration. Moreover, these shields are rated only for handgun threats and do not provide protection against rifle rounds.

Given the rising risk posed by suspects armed with assault rifles and armor-piercing ammunition, it is imperative that MANTF upgrade its ballistic protection to meet modern threats. Unfortunately, the cost of replacing these shields is significant. As a result, MANTF plans to phase in the purchase of updated equipment over multiple years, beginning with the acquisition of one rifle-rated shield this year.

J. Other Costs - List other items that do not fall into the other budget categories. Please list vehicle insurance costs here.

Other Items	Cost Per Item	# of Items	Total Cost
Body Armor	1000	4	\$ 4,000.00
Plate Carriers	300	2	\$ 600.00
Battle Belt and Accessories	500	2	\$ 1,000.00
MANTF Surveillance Van Insurance	2600	1	\$ 2,600.00
MANTF Office Cleaning Program	1	4500	\$ 4,500.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Other:			\$ 12,700.00

Narrative – Please provide a detailed description for all other expenses.

See Addendum #2

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	\$ 0.00
B. Supplies	\$ 15,000.00
C. Rent	\$ 0.00
D. Communications	\$ 15,000.00
E. Fuel/Oil/Vehicle Maintenance	\$ 0.00
F. Contractual Services	\$ 8,800.00
G. Equipment Rent/Lease	\$ 54,000.00
H. Travel/Training	\$ 20,000.00
I. Equipment	\$ 13,400.00
J. Other Costs	\$ 12,700.00
Total Budget Request	\$ 138,900.00

Only JAG program applications require match. Lottery grant applicants, please disregard.

Grant Funds	\$ 90285	65% of Total Budget
Match	\$ 48615	35% of Total Budget

Source of Matching Funds (JAG only):

IV. AGENCY FUNDING SOURCES

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds. This does not include JAG funds from the ND OAG.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
	\$
	\$
	\$
TOTAL FY ____ AWARD AMOUNT	\$ 0

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	
HIDTA funding is administered by the NDBCI. That amount is found in the NDBCI application.	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$ 0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

Asset forfeitures/seizures and restitution are the only sources of income for the Metro Area Narcotics Task Force. These sources would only be used to supplement MANTF expenditures deemed appropriate and/or necessary by the MANTF Executive Board. It should be noted that with wide spread use of digital currency, asset forfeitures/seizures, are on a decline and not dependable as a method to support MANTF.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

See Addendum #3

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

See Addendum #3

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

See Addendum #3

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

VI. PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	See Addendum #3
2.	
3.	
4.	

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	
2.	
3.	
4.	

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests)

1.	
2.	
3.	
4.	

VII. ADDITIONAL REQUIRED INFORMATION (Please Attach)

The Drug and Violent Crime Policy Board has adopted a policy stating that applicants failing to submit the following documents with the application will not be considered for funding.

Unique Entity ID (UEI) certification of good standing:

☐ By checking the box, I certify that this UEI is associated with the applicant and is accurate and in good standing with SAM.gov.

Multi-jurisdictional Drug Task Forces:

☒ Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the task force, a new MOU must be submitted.

Audit requirements:

☐ By checking this box, I certify that this applicant can provide a current audit report and any findings upon requested. **All non-government entities must attach a copy of their most recent audit.**

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting
3. or must have a plan to become current by January 1, 2026.

In order to keep a JAG award, the implementing agency must maintain current UCR stats through the award period (January 1, 2026, through December 31, 2026). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate **most recent crime statistics** submitted: July 2025
month year

AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date

Addendum #1

Training and Travel Request

The Metro Area Narcotics Task Force (MANTF) is requesting \$20,000 for training and travel expenses in 2026. This request mirrors the amount granted in 2025.

MANTF is on track to fully expend its 2025 training and travel budget funded through the Lottery Grant. In fact, we anticipate that total expenditures in this category will increase in 2026 due to several key factors:

1. **Rising Costs:** Inflation and other market pressures have driven up the cost of travel, lodging, and per diem rates significantly, making all travel and training efforts more expensive than in previous years.
2. **Out-of-State Operations:** In response to the evolving landscape of drug trafficking, MANTF has taken a more proactive role in source-state operations. This has included sending Task Force Officers multiple times to high-impact border states such as California and Arizona to support federal and state investigations. These extended missions come at considerable cost.
3. **Personnel Growth:** MANTF has undergone substantial expansion in recent years. Just a few years ago, the Task Force consisted of 13 members representing local, state, and federal agencies. As we move into 2026, MANTF now supports 21 members, with the potential addition of 5 more, depending on agency staffing. Notable recent additions include two NDBCI Special Agents working on the Standing Rock and Fort Berthold Tribal Lands. MANTF is now the largest Task Force in the State of North Dakota. Naturally, this growth brings a proportional increase in training and travel needs.

While it is difficult to provide a definitive list of all anticipated travel and training events for 2026, below is a representative sample of programs that may require funding:

- NDPOA Working Committee on Drugs and Gangs – meetings held at various locations across North Dakota
- DEA Basic Drug Investigations School – two-week program at rotating national locations
- Clandestine Laboratory Certification School – typically held in Quantico, VA or at a regional site
- NDBCI Drug School – one-week in-state training (includes per diem, travel, and lodging)
- Domestic Highway Enforcement Nationwide Conference – two-day conference hosted in various U.S. cities

- National Heroin and Prescription Drug Abuse Conference – three-day event held at rotating national locations
- National Methamphetamine Conference – three-day event held at rotating national locations
- Minnesota and South Dakota State Drug Conferences – hosted annually in Nisswa, MN and Deadwood, SD
- MOCIC Conference – held in rotating cities throughout the Midwest

MANTF remains committed to providing its personnel with high-quality, mission-critical training while also ensuring regional and national collaboration to combat the ever-changing challenges posed by narcotics trafficking. Continued support for training and travel funding is essential to maintain this level of readiness and effectiveness.

Addendum #2

Body Armor

MANTF conducts a broad range of high-risk tactical operations each year, including search warrant executions, vehicle assaults, warrant arrests, wall stops, and other critical events. Each Task Force Officer (TFO) is equipped with mission essential tools, with the top priority being their safety. One of the most vital pieces of equipment is body armor.

Given the increasing threat posed by armed criminals, including those using assault rifles and high-capacity magazines, MANTF equips its members with rifle-rated ballistic armor plates capable of withstanding multiple strikes. To ensure full coverage, each TFO is issued two plates, one front and one rear, to protect vital organs from both frontal and rearward threats.

In 2026, MANTF anticipates adding at least two new members to the Task Force. As a result, four additional ballistic plates will be required to fully outfit them.

Plate Carriers

MANTF uses tactical plate carriers to hold body armor plates and to mount essential tactical gear such as body-worn cameras, handcuffs, and tourniquets. With the expected addition of two new Task Force members, two new plate carriers will be required to ensure they are properly equipped for field operations.

Battle Belts and Accessories

MANTF deploys battle belt systems during tactical operations. These belts are designed to securely hold and organize essential tools such as drop-down holsters, firearm magazines, handcuffs, knives, keys, and other mission-critical gear.

Two new battle belt systems, including all necessary accessories, will be required for incoming TFOs in 2026.

Surveillance Van Insurance

MANTF operates a covert surveillance van used for conducting surveillance on narcotics targets and criminal organizations. This vehicle is also made available to other partner agencies when needed to support their investigations. Currently, insurance for the van is paid using Asset Forfeiture Funds, as the van is a shared resource not assigned to a single agency or TFO. Future budget support for this insurance would alleviate the strain on forfeiture funds and ensure continued operational readiness.

Office Cleaning Services

On average, the MANTF office supports fifteen to twenty law enforcement personnel, many of whom are frequently in the field or engaged in time-intensive casework. The office includes shared spaces for lunch, evidence processing, and meetings. Due to operational demands, routine cleaning by Task Force members is often not feasible.

To maintain a professional and sanitary work environment, MANTF contracts with a cleaning service to clean and maintain the office on a weekly basis. This service helps ensure that common areas remain organized and hygienic, supporting the overall efficiency and morale of the Task Force.

Project Narrative

Project Description

The Metro Area Narcotics Task Force (MANTF) is a multi-agency, multi-jurisdictional task force that began operations in 1986, serving the Burleigh and Morton County areas. The original member agencies included the North Dakota Bureau of Criminal Investigation (NDBCI), Bismarck Police Department (BPD), Mandan Police Department (MPD), Burleigh County Sheriff's Department (BCSD), and Morton County Sheriff's Office (MCSO).

MANTF's mission is to identify, investigate, dismantle, and support the prosecution of individuals involved in the use, possession, manufacture, trafficking, and sale of illegal or controlled substances. Full-time sworn officers assigned to MANTF conduct investigations that span a broad spectrum of drug-related crimes, including prescription drug diversion and undercover purchases from drug traffickers.

Recognizing that drug trafficking crosses all geographic boundaries, MANTF expanded in 2011 when the Bureau of Indian Affairs (BIA) assigned agents to the task force to support investigations involving both Indian Country and non-Indian Country cases. Since then, the Department of Homeland Security (HSI), Drug Enforcement Administration (DEA), Bureau of Indian Affairs (BIA), and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) have joined as federal partners, each assigning agents to MANTF.

Additionally, MANTF benefits from an intelligence analyst provided by the North Dakota National Guard Counter Drug Program, and it maintains a Special Assistant United States Attorney (SAUSA) dedicated to prosecuting drug cases in both federal and state courts.

Current Operations

MANTF officers develop and follow up on cases through the recruitment of confidential informants and the collection of information from both law enforcement and public sources. The use of cooperating individuals capable of acquiring illegal substances has allowed MANTF to expand investigations into numerous drug trafficking organizations operating on local, state, national, and even international levels.

Interagency Collaboration

MANTF operates under the direction of an Executive Board composed of the chief executives from each participating agency. A Task Force Coordinator, appointed by the Executive Board, oversees daily operations including case assignments, grant management, statistical tracking, personnel supervision, and general administration. The Coordinator reports directly to the Executive Board.

MANTF is governed by a Memorandum of Understanding and adheres to a formal Policy and Standard Operating Procedures Manual.

Task Force officers actively participate in weekly intelligence-sharing meetings with other criminal justice agencies. In addition, MANTF provides drug enforcement training and educational outreach across the state, including instruction at the Law Enforcement Training Academy.

MANTF also supports local agencies with drug investigations and regularly deploys statewide to assist other regional drug task forces with operations and investigations.

Sustained Funding Needs

The task force model has proven highly effective in disrupting drug trafficking organizations and addressing illegal drug activity. Participating agencies recognize the strategic advantage of pooling resources and dedicating specially trained personnel to this mission. The leadership of each agency remains committed to supporting MANTF and is expected to continue providing funding and personnel contributions, especially if grant funding becomes unavailable in the future.

Project Goals

1. Reduce the possession, distribution, and manufacture of illegal drugs within MANTF's jurisdictions.
2. Identify and investigate individuals suspected of violating controlled substance laws.
3. Assist and collaborate with other agencies on narcotics investigations.
4. Respond to public reports and concerns related to illegal drug activity.
5. Identify, disrupt, and dismantle drug trafficking organizations.

Objectives

1. Increase apprehensions of individuals violating controlled substance laws by 5 percent.
2. Increase the collection, documentation, and follow-up of intelligence reports by 5 percent.
3. Enhance coordination with other agencies through joint planning and information-sharing to prevent duplication of efforts.
4. Identify drug activity hotspots based on tips and information provided by the public.

Performance Measures

1. Number of arrests made.

2. Number of investigations initiated.
3. Total quantity of illegal drugs seized or purchased.
4. Number of public education and awareness presentations delivered.



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 30, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: To consider approval of the North Dakota ICAC Task Force Multi-Agency Law Enforcement Agreement

STATEMENT/PURPOSE:

Consider approval of the North Dakota ICAC Task Force Multi-Agency Law Enforcement Agreement

BACKGROUND/ALTERNATIVES:

The North Dakota ICAC Task Force is a Multi-Agency Law Enforcement Agreement where the subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations and/or individual(s) engaging in such activity. See attached agreement.

ATTACHMENTS:

1. ND ICAC MOU - 2025-Master

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

This has been reviewed by Amy Oster, City Attorney.

RECOMMENDATION:

I recommend approving the North Dakota Internet Crimes Against Children Task Force

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider approval of the North Dakota Internet Crimes Against Children (ICAC) Task Force

Multi-Agency Law Enforcement Agreement

Page 2 of 2

Multi-Agency Law Enforcement Agreement.

SUGGESTED MOTION:

I move to approve the North Dakota Internet Crimes Against Children Task Force Multi-Agency Law Enforcement Agreement.



Multi-Agency Law Enforcement Agreement

This Multi-Agency Law Enforcement Agreement, and amendments and supplements thereto, (hereinafter "Agreement") is between the North Dakota Bureau of Criminal Investigation (NDBCI) (Grantee) and **[Enter Agency Name Here]** hereinafter "Undersigned Law Enforcement Agency") both which are authorized to enter into this Agreement.

Whereas, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations and/or individual(s) engaging in such activity; and

Whereas, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate, and

Whereas, the OJJDP Internet Crimes Against Children ("ICAC") a Board of Directors has been established representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients.

Now Therefore, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Memorandum of Understanding with the purpose of implementing a

three-pronged approach to combat Internet Crimes Against Children:
prevention, education, and enforcement; and

2. The Undersigned Law Enforcement Agency shall adhere to the OJJDP ICAC Task Force Program Standards, in addition to state and federal laws, when conducting undercover operations relative to ICAC; and
3. All officers contributed by the Undersigned Law Enforcement Agency to the NDBCI ICAC Task Force shall be law enforcement officers or peace officers as defined in N.D.C.C. § 12.1-01-04(17) who are currently licensed by the applicable North Dakota licensing board or authorized to perform law enforcement officer duties under applicable North Dakota or federal law; and
4. NDBCI and the Law Enforcement Agency each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this Agreement; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed by the same Law Enforcement Agency employer which they were employed before joining the NDBCI ICAC Task Force and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment with the Law Enforcement Agency, and therefore, are covered by the Workers Compensation programs of that employer, will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency shall notify the NDBCI ICAC Task Force Coordinator of any initiated or ongoing undercover operations for presentation to the OJJDP ICAC Coordinating Committee; and
7. The Undersigned Law Enforcement Agency shall first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
8. The Undersigned Law Enforcement Agency shall supply original receipts in order to be reimbursed on pre-approved requests; and
9. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the NDBCI ICAC Task Force for statistical reporting purposes; and
10. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP; and

11. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
12. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines.
13. The lead agency is the recipient of a federal grant disbursed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP). The Partnering Agency would agree that as an ICAC affiliate if you are receiving funds through the award (e.g., training, equipment, software, supplies) then you would also be a subrecipient, and all established subrecipient monitoring policies and procedures would be applicable to the partnering agency. These monitoring procedures are described and outlined within the DOJ Grants Financial Guide.
(<https://www.ojp.gov/funding/financialguidedojoj/iii-postaward-requirements>)

Term of this agreement:

This agreement shall be effective upon signatures of both parties. Nothing in this agreement shall otherwise limit jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Law Enforcement Agency. Law Enforcement Agencies may withdraw from this Agreement with a 30-day written notice to NDBCI.

Lonnie Grabowska
Director, Bureau of Criminal Investigation

Date

Jason J. Ziegler Chief of Police, City of
Mandan

Date



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: August 5, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: JAG Grant application for the DCAC, with the City of Mandan as the pass through.

STATEMENT/PURPOSE:

To allow the Dakota Children's Advocacy Center (DCAC) and City of Mandan to apply for a grant through the ND Attorney General's Office, and receive funds for the DCAC, which will be used to partially fund one forensic interviewer staff position. If grant is awarded, allow the City of Mandan and DCAC to collaborate in managing the grant. The grant recipient must be a political subdivision, which is the reason for this request. The City of Mandan will only be a pass-through for the funding, as required by the Justice Assistance Grant (JAG).

BACKGROUND/ALTERNATIVES:

The DCAC benefits the Bismarck-Mandan area, not just one jurisdiction. It is a vital program for children who are victims of sexual assault and abuse. It is a program frequently used by Mandan Police Department when investigating sexual assault and abuse crimes. The project narrative in the attachments to this document gives a more in-depth explanation of the program.

ATTACHMENTS:

1. 2025 JAG App (not completed)
2. 2025 CITY OF MANDAN- MOU - JAG (not completed)

FISCAL IMPACT:

The amount of funds requested on the grant application is \$41,600.00. Grant funds requested is \$27,040.00 and DCAC matching funds of \$14,560.00.

STAFF IMPACT:

The Police Department will collect the needed paperwork from the Dakota Children's

Subject: *Consider approval of a Justice Assistance Grant (JAG) application to fund Dakota Children's Advocacy Center (DCAC) to partially fund one Forensic Interviewer staff position.*

Page 2 of 2

Advocacy Center and will submit paperwork quarterly as required by the grant. The finance department would issue payments to the Dakota Children's Advocacy Center.

LEGAL REVIEW:

No review was requested due to this being a continuing grant application and the Memorandum Of Understanding (MOU) is the same as in past years. The MOU has been reviewed by the City Attorney and approved in the past.

RECOMMENDATION:

I recommend approval of the attached JAG grant application and acceptance of funds for the Dakota Children's Advocacy Center program along with the agreement between the City of Mandan and the Dakota Children's Advocacy Center.

SUGGESTED MOTION:

I move to approve the attached JAG grant application and the acceptance of funds for the Dakota Children's Advocacy Center.

Edward Byrne Justice Assistance Grant (JAG) Application

LOTTERY GRANT APPLICATION

OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2026-12/31/2026

Application Deadline: Friday, August 15, 2025 11:59 PM

Applications must be submitted to agogrants@nd.gov

I – APPLICATION OVERVIEW

Subrecipient contact information:

Name and Unique Entity Identifier (UEI) as registered with Sam.gov. This is the entity receiving the funding.

Entity Applying (Check One)



State or units of
local government



Indian Tribe



Non-government
victim witness
assistance programs



Non-government domestic
violence programs

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
City of Mandan	FFL1LVHH6GA6	701-667-3250	
Suprecipient Street Address	City	State	Zip Code
205 1st Ave NW	Mandan	ND	58554
Suprecipient Contact Name	Title		
Pat Haug	Captain		
Email Address			
phaug@mandanpd.com			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement.

Overall responsibility for the administration of the project rests with this individual.

Examples: mayor, city or county auditor, director of the agency, or Tribal Chairperson.

Name of Authorized Official	Title	Phone	
James Froelich	Mayor	701-667-2020	
Street Address	City	State	Zip Code
C/O City Hall 205 2nd Ave NW	Mandan	ND	58554
Email Address			

The Project Director has the direct responsibility for implementation of the project activities.

This person will prepare and submit all progress reports as required by the Office of Attorney General.

Examples: task force coordinator or executive director.

Name of Project Director	Title	Phone	
Denis Otterness	Executive Director	701-323-5626	
Street Address	City	State	Zip Code
1800 E Broadway Ave	Bismarck	ND	58501
Email Address			
dotterness@dakotacac.org			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Dakota Children's Advocacy Center

The Fiscal Officer has the responsibility of the financial administration of the project.

This person prepares and submits all financial reports as required by the Office of Attorney General.

Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer

Cheryl Evensvold

Title

Director of Finance

Phone

701-323-5626

Street Address

1800 E Broadway Ave

City

Bismarck

State

ND

Zip Code

58501

Email Address

cevensvold@dakotacac.org

Authorized Program Area: (select all that apply)

☐

Law Enforcement

☐

Corrections/Community Corrections

☒

Crime Victim and Witness Programs (other than compensation)

☐

Prosecution/Courts

☐

Drug Treatment/Enforcement

☐

Prevention/Education

☐

Planning/Evaluation/Technology Improvement

☐

Mental Health Programs and Related Law Enforcement and Corrections programs, including behavioral programs and crisis intervention teams

Multi-agency Project (two or more)?

☒

Yes

☐

No

Multijurisdictional Project (two or more)?

☒

Yes

☐

No

II - BUDGET NARRATIVE & CALCULATIONS – All budget categories calculate the total cost in the column on the right. **DO NOT USE SPECIAL CHARACTERS** (example: \$, commas, letters, etc.) **ONLY USE NUMBERS**. Please round to the nearest dollar. Applicants should indicate the total cost for each category of the proposed project.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. NOTE: Salary Cap (Wages and Fringe) \$52,000 for prosecutors and \$42,000 all other personnel. Attach a sheet using this format if you have additional items.

Name/Position - Salary	Salary per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Jamie Swang, Forensic Interviewer	31	1040	\$ 32,240.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Name/Position - Fringe	Fringe per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Jamie Swang, Forensic Interviewer	9	1040	\$ 9,360.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Personnel:			\$ 41,600.00

Narrative – Please provide a detailed description for all personnel expenses.

\$43,680.00 will cover approximately 50% of our forensic interviewer position. The forensic interviewer conducts interviews of child victims for law enforcement and social services when there are allegations of child abuse. This allows children to be interviewed by someone trained in interviewing of children, which includes training on child development, linguistics, and forensically sound questions in unbiased child friendly environment. The forensic interviewer also leads our multidisciplinary team which includes team orientation, trainings, case review, and case consultation. This position also does court prep, testimony on child abuse cases, and sits on the child abuse task force

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Supplies:			\$ 0.00

Narrative – Please provide a detailed description for all supply expenses.

NA

C. Rent - List buildings or locations that require a rent payment.

Rent Item	Cost per Month/Year	# of Months/year	Total Rent Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Rent:			\$ 0.00

Narrative – Please provide a detailed description for all rent expenses.

NA

D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using [this](#) format if you have additional items.

Communication Items	Estimated Cost Per Month	# of Months	Total Communication Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Communications:			\$ 0.00

Narrative – Please provide a detailed description for all communication expenses.

NA

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, vehicle maintenance for all vehicles, leased or owned. Attach a sheet using this format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	Estimated Cost Per Month	# of Months	Total Fuel Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Fuel/Oil/Vehicle Maintenance:			\$ 0.00

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

NA

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.

Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
Total Contractual Services:		\$ 0.00

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	Cost Per Item	# of Items	Total Equipment Rent/Lease Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment Rent/Lease:			\$ 0.00

Narrative – Please provide a detailed description for all equipment rent/lease expenses.

NA

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Estimated Cost	Number of Days	Number of Staff	Total Travel Cost
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Total Travel/Training:					\$ 0.00

Narrative – Please provide a detailed description for all travel expenses.

NA

I. Equipment - List non-expendable items that are to be purchased that are **\$5000** or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	Cost per Item	# of Items	Total Equipment Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment:			\$ 0.00

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

NA

J. Other Costs - List other items that do not fall into the other budget categories. Please list vehicle insurance costs here.

Other Items	Cost Per Item	# of Items	Total Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Other:			\$ 0.00

Narrative – Please provide a detailed description for all other expenses.

NA

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	\$ 41,600.00
B. Supplies	\$ 0.00
C. Rent	\$ 0.00
D. Communications	\$ 0.00
E. Fuel/Oil/Vehicle Maintenance	\$ 0.00
F. Contractual Services	\$ 0.00
G. Equipment Rent/Lease	\$ 0.00
H. Travel/Training	\$ 0.00
I. Equipment	\$ 0.00
J. Other Costs	\$ 0.00
Total Budget Request	\$ 41,600.00

Only JAG program applications require match. Lottery grant applicants, please disregard.

Grant Funds	\$ 27040	65% of Total Budget
Match	\$ 14560	35% of Total Budget

Source of Matching Funds (JAG only):

Billing for services/third party payers

IV. AGENCY FUNDING SOURCES

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds. This does not include JAG funds from the ND OAG.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
JAG Award to pay for partial coverage of forensic interviewer	\$
	\$
	\$
TOTAL FY ²⁵ AWARD AMOUNT	\$ 0

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	
VOCA	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$ 0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

While some funding is available to reimburse costs associated with conducting forensic interviews-such as compensation through crime victim assistance programs-these funds typically only cover time spent during the interview itself. This reimbursement accounts for approximately 50% of the forensic interviewer's role. There is currently no financial support for the extensive additional responsibilities that are essential to the position. These duties include report writing, court preparation, expert testimony, multidisciplinary case reviews, follow-ups with law enforcement and social services, and the provision of training to other members of the investigative team

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

Project Narrative: Dakota Children ' s Advocacy Center

The Dakota Children's Advocacy Center (DCAC) is a multidisciplinary community partnership dedicated to improving the response to child abuse across North Dakota. Professionals from social services, law enforcement, prosecution, victim advocacy, medical services, and mental health come together in one location, allowing children to share their stories of abuse or trauma once—with the entire team—rather than repeating it multiple times.

DCAC is unique in both structure and services. We are utilized by rural communities in approximately 65% of the counties across the state. While headquartered in Bismarck, we also provide services from satellite locations in Dickinson, Jamestown, Watford City, and on the Standing Rock Reservation. Offering on-site services in these underserved areas reduces the burden on families and partner agencies by minimizing travel time and time away from work.

DCAC provides services to children (ages 0 – 18) and their families when there are concerns or allegations of sexual or physical abuse. We also assist in cases involving neglect, children who have witnessed violence, and adults with developmental disabilities. All services are offered at no cost to families or the partner agencies involved in the investigations.

Grant Request:

DCAC is requesting \$41,600 to partially fund a forensic interviewer position. Forensic interviewers are highly trained professionals who assist law enforcement and child protective services during child abuse investigations. These interviews are conducted in safe, child-friendly settings by neutral interviewers with specialized training in child development and forensic protocols.

Prior to the existence of Children ' s Advocacy Centers, children were often interviewed in police stations or interrogation rooms by officers in uniform—an intimidating and sometimes traumatizing experience that could hinder disclosure. In some cases, children were returned to unsafe environments due to insufficient or incomplete information obtained during those interviews.

At DCAC, forensic interviews are conducted at all five locations with collaboration from the Multidisciplinary Team (MDT), which includes law enforcement, child protective services, prosecution, medical providers, mental health professionals, and victim advocates. The child is interviewed in a private room while the MDT observes via closed-circuit television. The interviewer consults with the team during a short break, allowing input and additional questions to be addressed. This approach ensures that all necessary information is gathered in a single, supportive session, reducing trauma for the child.

Project Administration:

Denis Otterness, Executive Director of the Dakota Children ' s Advocacy Center, will serve as the project administrator and oversee all responsibilities associated with this grant. He manages the day-to-day operations of DCAC and provides strategic leadership. Cheryl Evensvold, Director of Finance, will be responsible for submitting all financial reports. The grant will be administered and passed through the City of Mandan.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

Over the past three years, we have expanded our reach by opening four satellite locations in Dickinson, Jamestown, Watford City, and the Standing Rock Reservation. The Dickinson office is now staffed with a full-time forensic interviewer and a part-time advocate. Jamestown has a full-time outreach specialist. While the Watford City and Standing Rock locations are not staffed full-time, they are operational and staffed as needed. The establishment of these locations has significantly reduced travel time for families, decreasing the likelihood of children missing school or caregivers missing work.

We have also expanded access to mental health services through the implementation of telemental health across the state. Rural areas are particularly underserved and often lack local resources. Increasing access to services is a top priority for the DCAC, so that when a family or a multidisciplinary team (MDT) needs support, we are available to assist. Telemental health has greatly expanded our reach—approximately 60% of our mental health sessions are now conducted virtually, allowing us to serve more children than we could through in-person sessions alone.

DCAC offers a range of comprehensive services to support families throughout the investigation and healing process. These include advocacy for non-offending caregivers, evidence-based mental health treatment for both the child and the caregiver, forensic medical exams to collect evidence and assess the child's health, caregiver support groups, and community education and outreach. These services ensure that the child and their family are holistically supported from the time of disclosure through case closure and healing. This not only promotes recovery but also improves the likelihood of successful prosecution.

In our commitment to continuous improvement, DCAC surveys both families and MDT members on an ongoing basis to ensure we are meeting our goals and providing the highest quality of care. Families are surveyed after their initial visit and again during the two-month follow-up. MDT members are surveyed annually. Results are analyzed internally, published in our monthly newsletter, and reviewed by our Multidisciplinary Team Advisory Council.

DCAC has also increased its focus on prevention and education efforts. These include quarterly "Lunch and Learn" sessions for MDT members and the broader community, MDT orientation sessions, and school-based prevention and education programs for children of all ages.

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

When the initial contact is made with the DCAC before other agencies are involved, we assist in facilitating referrals to the appropriate entities, such as law enforcement, child protective services, or prosecution. Each of our sites has a Multidisciplinary Team (MDT) Advisory Council composed of representatives from approximately 26 partner agencies. These agencies include law enforcement, medical professionals, prosecutors, child protective services, mental health providers, advocacy organizations, and federal partners such as the FBI Victim Witness Coordinator and Victim Witness Advocates.

The MDT Advisory Councils meet quarterly to review and evaluate the services provided by DCAC, including case review and the development and management of policies and procedures. In addition to receiving referrals from partner agencies, it is required that both law enforcement and child protective services be present for forensic interviews to ensure the appropriate information is gathered in a child-centered and legally sound manner.

We hold regular meetings for case review and peer review, allowing team members to consult one another and coordinate efforts to best meet the needs of the children and families we serve. Our team communicates frequently regarding ongoing cases and refers across agencies as needed. We also participate in collaborative trainings to strengthen team performance and improve service delivery.

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

The Dakota Children ' s Advocacy Center (DCAC) has been serving North Dakota for 27 years, building strong, lasting relationships with partners who are deeply committed to our mission. This project has the full support of our Board of Directors, MDT Advisory Council, community stakeholders, and state partners.

Over the past several years, DCAC has made a concerted effort to diversify its funding sources. In 2017, we separated from our umbrella organization to gain access to funding opportunities that were previously unavailable to us. Since that transition, our annual budget has grown from \$500,000 to \$2.3 million. During this period, the number of services we provide has tripled, and we have expanded from our central location in Bismarck to four additional satellite offices.

We have developed strong fundraising strategies and actively pursue a range of funding sources. As a center that relies on a combination of community support, and local, state, and federal grants, we are continuously identifying new opportunities to ensure long-term sustainability as older funding sources phase out. In addition, we continue to work with state agencies and insurance providers to ensure that all eligible services are reimbursable.

VI. PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	Dakota Children's Advocacy Center will support children and families through criminal justice process.
2.	Dakota Children's Advocacy Center will assist team members in building stronger cases.
3.	Dakota Children's Advocacy Center will collaborate with multidisciplinary team members.
4.	Dakota Children's Advocacy Center will provide services to facilitate the health of abuse victims.

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	90% of children will be seen for a forensic interview within two weeks from referral.
2.	90% of team members will agree that using the DCAC helps them build better cases.
3.	DCAC will facilitate/attend at least 25 case reviews during the grant year.
4.	90% of caregivers will agree we provide them with resources to better support their child.

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests)

1.	Measured by referral to appointment times.
2.	Measured by outcome surveys.
3.	Measured by attendance records.
4.	Measured by outcome surveys.

**AGREEMENT BETWEEN THE
CITY OF MANDAN AND DAKOTA
CHILDREN'S ADVOCACY CENTER**

1. The City of Mandan (**City**) shall apply for a Justice Assistance Grant (the **Grant**) for the year 2025 and provide any proceeds received under the Grant to the Dakota Children's Advocacy Center (**DCAC**), located at 1800 East Broadway, Bismarck, ND, conditioned upon **DCAC's** compliance with all the terms and conditions of the **Grant** and in accordance with any subsequent provisions, requirements and assurance promulgated by the State of North Dakota that apply to the **Grant**. Any subsequent requirements shall be specifically incorporated herein.
2. The **City** shall provide the **Grant** funds to **DCAC** only on the condition that said funds shall be available from the State of North Dakota. Failure of the **City** to receive grant funds from the State of North Dakota shall cause this agreement to be terminated. If the **City** receives funds less than the full amount anticipated in the contract, **DCAC** will receive the lesser amount.
3. **DCAC** agrees to, and shall follow and adhere to, all the provisions, requirements, and assurances of the Financial Assistance Award as set forth in Federal Register Vol. 78, No. 248, December 26, 2013, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, **DCAC** agrees to and shall follow any subsequent provisions, requirements and assurances promulgated by the State of North Dakota and applicable to the **Grant**. Failure to adhere to the above mentioned requirements, provisions, and assurances shall cause this Agreement to be terminated at the discretion of the **City** or State.
4. The Parties agree to hold each other harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement. **DCAC**, its officers, agents and employees and assigns agree to hold the State of North Dakota harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement.
5. **DCAC** and the **City** understand that the ownership of any equipment purchased under the terms and conditions of this agreement and costing \$5000 or more remains with the City and ownership of any equipment costing less than \$5000 shall remain with **DCAC** upon completion of the project.
6. This Agreement shall be binding upon **DCAC** and its successors and assigns, except that **DCAC** may not assign or transfer its rights without prior written consent of the **City** and the State. This Agreement shall inure to the benefit of the **City** and its successors and assigns.
7. All federal and state laws insofar as are applicable shall be specifically made a part of this Agreement.

8. This agreement shall be governed by the laws of the State of North Dakota. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remaining provisions
9. The terms and conditions of this Agreement may only be amended or supplemented by written agreement of both parties and with the concurrence of the State of North Dakota to make amendment or supplement. The **City** and **DCAC** agree that no oral change or modification of this Agreement shall be allowed and no claim based upon any purported oral change or modification shall be made.
10. It is agreed between the parties that this Agreement is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
11. All information contained in the application as stated by **DCAC** is correct and accurate, any material misstatement verified by the State of North Dakota may be considered a breach of the grant award document, and may result in the termination of the grant award at the discretion of the state.
12. The Grant Award and Acceptance and the Certified Conditions Justice Assistance Grant (JAG) Program are incorporated and made a part of this Agreement. All of the requirements of the grant regarding activities to be performed, time schedules, project policies, flow-through requirements, dollar limitations of the agreement, cost principals used in determining allowable costs and all other grant conditions, policies and procedures must be followed by **DCAC**.
13. This Agreement shall be effective upon the later date below.

By:

Dakota Children's Advocacy Center

8-4-2025

Date

James Froelich
Mayor-City of Mandan

Date

Attest: _____

Mandan City Administrator



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 23, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider the Renaissance Zone Committee's recommendation of a 10-year extension of Mandan's Renaissance Zone Program.

STATEMENT/PURPOSE:

To consider the Renaissance Zone Committee's recommendation of a 10-year extension of Mandan's Renaissance Zone Program.

BACKGROUND/ALTERNATIVES:

Mandan received state approval for its Renaissance Zone in 2005. The program capitalizes on existing infrastructure by encouraging investment in the central city or other areas with existing buildings that need to be revitalized to attract businesses and residents. The program is 20 years in length with an option to extend for ten years. Considerable progress has occurred with significant projects by a variety of developers helping to elevate the image of downtown Mandan, but much work remains. The community is seeking to extend the duration of its Renaissance Zone by another ten years, through 2035 for most blocks, to achieve the vision and goals for the area. Mandan's deadline to renew is Aug. 31, 2025.

Renewal of Mandan's Renaissance Zone requires updating Mandan's development plan, including goals and criteria for eligibility. Eligible blocks can include commercial and residential properties. Applicants meeting a minimum threshold for investment in building improvements and other criteria can receive up to a 100% five-year property tax exemption and a 100% five-year state income tax exemption.

Steps leading up to this public hearing and the City Commission decision-making process included:

- Seeking letters of support from the Mandan School Board and the Morton County

Commission, both of which are required for state approval.

- Outreach to the Mandan Parks District.
- A Notice of Public Hearing was published in the Mandan News on July 25 and August 1, 2025.
- A Notice for Public Hearing on Renaissance Zone Extension for Aug. 5, 2025 was posted in the Legal Notices on the City of Mandan website.

ATTACHMENTS:

None

FISCAL IMPACT:

The Renaissance Zone program has been an important tool for the revitalization of properties along Main Street and in the downtown area since its establishment in 2005. The benefit of owning or buying a property in a Renaissance Zone in any North Dakota approved city is the possibility of tax exemptions for qualifying investments in purchase with improvement, rehabilitation or new construction of commercial and residential properties. Qualifying projects may receive up to a 100% 5- year property tax exemption and a 100% 5-year state income tax exemption.

- The Renaissance Zone program encouraged private investment in the zone. Between 2005 and 2025, a total of 97 projects have been completed, adding \$30,015,448 in documented private investment in the downtown and Main Street area.
- The value of beginning assessments on projects, from 2005 to present, totaled to \$9.9 million, and the value of new assessments on completed projects from 2005 to 2024 increased to a total of \$28.6 million. The average new assessed property value increased by approximately 109.08% from 2005 to 2024.
- The value of properties subject to a Renaissance Zone project grew from \$6.9 million in 2005 to \$30.0 million in 2019. This is a 434% increase or 31% average annual growth. That is 1.6 times higher than the growth rate of the non-project properties.
- On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within two years and three months after the property re-enters the tax rolls.
- Completed Renaissance Zone projects between 2005 and present have resulted in 12 retained, 25 expanded and 21 new businesses.
- The Renaissance Zone program has reduced blight and deteriorated conditions. Several prominent new construction and rehabilitation Renaissance Zone

projects have involved the removal of serious blighted conditions that were imposing a negative effect on surrounding properties and the Renaissance Zone as a whole.

STAFF IMPACT:

The Business Development and Communications Department manages the Renaissance Zone program and devotes considerable time to processing applications, finalizing projects and remaining compliant with state reporting requirements.

LEGAL REVIEW:

1) A legal notice regarding the public hearing appeared in the *Mandan News* on July 25 and August 1, 2025. 2) The development plan update ultimately requires approval by the N.D. Commerce Department – Division of Community Services. As evidence of local commitment, there's a requirement for resolution from the city indicating that it will approve the tax exemptions and credits provided for in the Renaissance Zone Act. 3) Attorney Oster has reviewed the proposed program update and resolution.

RECOMMENDATION:

The Mandan Renaissance Zone Committee voted 6-0 (1 absent) to recommend approval of the application to renew the Mandan Renaissance Zone program with an updated development plan that includes a ten-year extension.

SUGGESTED MOTION:

I move to approve the application to renew the Mandan Renaissance Zone program with an update of the development plan and also to approve the resolution for the extension of a Renaissance Zone in the City of Mandan with the tax exemptions and credits as provided for in the Renaissance Zone Act.



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 27, 2025
SUBMITTING DEPARTMENT: Library
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: Morton Mandan Public Library 2026 Budget

STATEMENT/PURPOSE:

To approve the Morton Mandan Public Library 2026 Budget as recommended by the Library Board of Trustees.

BACKGROUND/ALTERNATIVES:

The Morton Mandan Public Library serves all citizens of Morton County and the City of Mandan, and is governed by a Board of Trustees, which are appointed by the County Commission and the City Commission. The Library is fiscally dependent upon the County and the City because the County Commission and the City Commission consider the Library budget, levies taxes, and must approve any debt issuances. The Library is reported as a component unit in the City's audited financial statements. The City currently owns the Library building.

The Library Board of Trustees approved their 2026 Budget on July 28, 2025. The Library Director presented the 2026 Budget to the Morton County Commission on July 22, 2025.

ATTACHMENTS:

1. 2026 Proposed Budget Packet

FISCAL IMPACT:

The City will levy approximately \$768K and provide \$10,650 for the Library's share of state aid distribution revenue from the State of ND.

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the Morton Mandan Public Library 2026 Budget as recommended by the Library Board of Trustees.

SUGGESTED MOTION:

I move to approve the Morton Mandan Public Library 2026 Budget as recommended by the Library Board of Trustees.

Morton Mandan Public Library

2026 Budget Summary

Balanced Budget - Strategic Investment - Community Focused

Total Revenue: \$1,207,120

Total Expenditures: \$1,207,120

Revenue Sources

- City of Mandan (72.5%): \$719,667
- Morton County (27.5%): \$270,912
- State Aid & Grant (NDSL): \$25,088
- Passport & Photo Services: \$49,624
- Meeting Room Rentals: \$6,400
- Donations (Library & Programs): \$23,000
- Copier/Fax/Computer Fees: \$26,000+
- Investment Earnings: \$15,000
- Misc. (Proctoring, Laminating): Included above

Expenditure Highlights

- Salaries & Benefits (54 weeks): \$947,775
- Technology & Professional Services: \$82,125
- Library Materials: \$61,320
- Programs (All Ages): \$12,000
- Supplies & Operations: \$18,500
- Repairs & Maintenance: \$18,400
- Utilities & Insurance: \$45,000
- Capital Outlay (Equipment/Furniture): \$2,000
- Transfers to Reserves: \$20,000

Special Funds

- Bookmobile Replacement Fund: \$10,000 Transfer
- Capital Reserve Fund: \$10,000 Transfer (includes \$2,000 for equipment)

Focus for 2026

- Support community growth and engagement
- Invest in staff, services, and technology
- Maintain sustainable, responsible financial practices

2026 Morton Mandan Public Library

Proposed Budget

General Fund

Revenue	Projected Revenue	2024 Actual Revenue	2025 Estimated Revenue	2025 Revenue To Date
City of Mandan (72.5%) 2024 Pop: 24,788				
Taxes:				
Property (City)	\$719,667.00	\$642,753.00	\$695,771.00	\$695,771.00
Electric Distribution (City)	\$334.00	\$338.00	\$338.00	\$333.00
Mobile Home (City)	\$6,348.00	\$5,334.00	\$6,214.00	\$6,500.00
State Grant (NDSL) 2025 Award	\$23,222.00	\$23,305.00	\$23,222.00	
State Aid Distribution	\$10,650.00	\$10,650.00		
Total City	\$760,221.00	\$682,380.00	\$725,545.00	\$702,604.00
Morton County (27.5%) 2024 Pop: 34194				
Taxes				
Property	\$270,912.00	\$240,227.00	\$241,562.00	\$135,224.00
State Grant (NDSL) 2025 Award	\$14,438.00	\$14,489.00	\$14,438.00	
Total County	\$285,350.00	\$254,716.00	\$256,000.00	\$135,224.00
Charges for Services: See attached document				
Copier, Fax & Computer Fees:	\$6,400.00	\$4,693.00	\$4,500.00	\$3,210.00
Horizon Fee	\$1,300.00	\$1,346.00	\$1,300.00	\$688.00
Passport Fees:	\$42,070.00	\$33,353.00	\$31,500.00	\$21,025.00
Photo Fees:	\$24,500.00	\$16,995.00	\$16,500.00	\$11,200.00
Laminating	\$35.00	\$0.00	\$500.00	\$0.00
Uncategorized	\$1,320.00		\$500.00	\$665.00
Total Charges for Services	\$75,625.00	\$56,387.00	\$54,800.00	\$36,788.00
Miscellaneous:				
Investment Earnings:	\$11,124.00	\$11,061.00	\$4,000.00	\$5,561.00
Meeting Room Rentals: See attached document	\$33,500.00	\$2,975.00	\$22,000.00	\$2,379.00
Program Donations	\$10,000.00		\$2,500.00	\$4,000.00
Library Donations	\$8,000.00	\$12,548.00	\$5,000.00	\$354.00
Program Grants	\$8,000.00	\$26,000.00	\$6,000.00	\$5,000.00
Library Grants	\$15,000.00	\$12,600.00	\$6,000.00	\$0.00
Other: Proctoring	\$300.00	\$3,779.00	\$500.00	\$665.00
Total Miscellaneous	\$85,924.00	\$68,963.00	\$46,000.00	\$17,959.00
Total Revenues	\$1,207,120.00	\$1,062,446.00	\$1,082,345.00	\$892,575.00

2026 Morton Mandan Public Library

Proposed Budget

General Fund

Expenditures

Salaries & Benefits: 54 Weeks

Salaries-Full Time (8 @ 40 hours)	\$466,409.00	\$422,026.00	\$352,210.00	\$253,249.00
Salaries-Part Time (3 @ 0 - 19 hrs; 1 @ 20 -29; 3 @ 30	\$194,995.00	\$71,056.00	\$252,262.00	\$32,843.00
Social Security & Medicare	\$72,700.00	\$36,748.00	\$55,434.00	\$21,316.00
Pension	\$49,450.00	\$32,936.00	\$36,000.00	\$20,069.00
Unemployment Compensation	\$6,600.00	\$0.00	\$2,710.00	\$136.00
Workers' Compensation	\$2,600.00	\$1,229.00	\$2,800.00	\$3,156.00
Health Insurance	\$152,596.00	\$120,667.00	\$138,000.00	\$70,916.00
Long Term Disability Insurance	\$1,650.00	\$954.00	\$1,700.00	\$589.00
Term Life Insurance	\$775.00	\$404.00	\$900.00	\$238.00
Total Salaries & Benefits	\$947,775.00	\$664,492.00	\$842,016.00	\$402,512.00

Professional Fees & Services:

Audit Fees	\$1,450.00	\$1,296.00	\$1,200.00	\$0.00
Accounting Fees	\$16,150.00	\$11,000.00	\$15,000.00	\$6,250.00
Credit & Debit Card Fees	\$1,800.00	\$2,457.00	\$2,250.00	\$1,433.00
Courier Fees	\$3,900.00	\$3,490.00	\$3,900.00	\$1,587.00
System-Related Charges (CDLN Contract)	\$19,000.00	\$15,058.00	\$17,500.00	\$10,011.00
Technology Support (NRG Server)	\$22,325.00	\$19,420.00	\$23,500.00	\$18,493.00
Copier, Fax & Computer	\$8,000.00	\$8,195.00	\$6,780.00	\$5,778.00
Travel & Training	\$5,000.00	\$4,409.00	\$5,000.00	\$502.00
Program Mileage	\$500.00	\$589.00	\$500.00	\$0.00
Advertising & Public Relations	\$3,000.00	\$2,137.00	\$3,000.00	\$1,482.00
Dues & Memberships	\$1,000.00	\$1,139.00	\$1,000.00	\$645.00
Total Professional Fees & Services	\$82,125.00	\$52,721.00	\$79,630.00	\$46,181.00

Insurance:

Insurance	\$10,500.00	\$9,745.00	\$9,200.00	\$2,246.00
Total Insurance	\$10,500.00	\$9,745.00	\$9,200.00	\$2,246.00

Utilities:

Utilities	\$27,000.00	\$26,176.00	\$30,000.00	\$13,929.00
Telephone & Internet	\$7,500.00	\$5,816.00	\$7,000.00	\$3,165.00
Total Utilities	\$34,500.00	\$31,992.00	\$37,000.00	\$17,094.00

2026 Morton Mandan Public Library

Proposed Budget

General Fund

	Draft Expenses	2024 Expenses	2025 Estimated Expenses	2025 Expenses To Date
Library Materials:				
Adult Materials	\$21,500.00	\$46,154.00	\$26,516.00	\$9,229.00
Electronic Resources	\$16,500.00	\$6,960.00	\$16,500.00	\$5,190.00
Juvenile Materials	\$13,000.00	\$20,302.00	\$15,500.00	\$6,217.00
Periodicals	\$2,500.00	\$4,628.00	\$4,000.00	\$1,440.00
Audiovisuals	\$1,000.00	\$1,458.00	\$2,500.00	\$722.00
Young Adult Materials	\$3,000.00	\$6,210.00	\$6,500.00	\$1,850.00
Processing Materials	\$3,200.00	\$2,593.00	\$3,200.00	\$511.00
Satellite & Movie Services	\$620.00	\$0.00		\$602.00
Total Library Materials	\$61,320.00	\$88,305.00	\$74,716.00	\$25,761.00
Programs:		\$5,685.00		
Children	\$6,000.00	\$1,582.00	\$7,750.00	\$2,311.00
Teen		\$3,636.00	\$3,550.00	\$1,073.00
Adult		\$123.00	\$3,200.00	\$3,103.00
Outreach	\$1,500.00	\$7,599.00	\$2,700.00	\$741.00
Summer Reading	\$2,500.00	\$1,829.00	\$3,000.00	\$1,405.00
Holiday	\$2,000.00		\$2,000.00	\$0.00
Total Programs	\$12,000.00	\$20,454.00	\$22,200.00	\$8,633.00
Supplies:				
Office Supplies	\$4,500.00	\$3,731.00	\$5,000.00	\$2,226.00
Postage & Sort Fees	\$1,000.00	\$1,033.00	\$1,000.00	\$903.00
Janitorial Supplies	\$3,500.00	\$3,197.00	\$3,500.00	\$1,828.00
Gas, Oil & Grease	\$4,500.00	\$3,807.00	\$4,500.00	\$1,884.00
Passport Services	\$3,000.00	\$3,250.00	\$2,500.00	\$1,734.00
Meeting Room	\$2,000.00	\$934.00	\$2,000.00	\$1,031.00
Total Supplies	\$18,500.00	\$15,952.00	\$18,500.00	\$9,606.00
Repairs & Maintenance:				
Equipment Repairs & Maintenance	\$900.00	\$0.00	\$900.00	\$449.00
Building Repairs & Maintenance	\$8,000.00	\$12,687.00	\$10,500.00	\$9,336.00
Maintenance Contracts	\$4,000.00	\$4,442.00	\$4,000.00	\$1,991.00
Vehicle Repairs & Maintenance	\$5,500.00	\$4,741.00	\$5,500.00	\$2,114.00
Total Repairs & Maintenance	\$18,400.00	\$21,870.00	\$20,900.00	\$13,890.00

2026 Morton Mandan Public Library

Proposed Budget

General Fund

	Projected Expenses	2024 Actual Expenses	2025 Estimated Expenses	2025 Expenses To Date
Capital Outlay:				
Office Equipment & Furniture	\$2,000.00	\$7,899.00	\$9,300.00	
Total Capital Outlay	\$2,000.00	\$7,899.00	\$9,300.00	\$0.00
Transfers:				
Bookmobile Replacement Fund	\$10,000.00		\$10,000.00	\$0.00
Capital Reserve Fund: Bldg. Improvement (Upper Roof)	\$10,000.00	\$94,235.00	\$10,000.00	\$0.00
Total Transfers	\$20,000.00	\$94,235.00	\$20,000.00	\$0.00
Total Expenditures	\$1,207,120.00	\$1,007,665.00	\$1,133,462.00	\$525,923.00

Morton Mandan Public Library

Bookmobile Replacement Fund

Revenues

Transfers:

General Fund	\$	10,000
Total Transfers	\$	10,000

Total Revenues	\$	10,000
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Expenditures

Capital Outlay:

Bookmobile	\$	-
Total Capital Outlay	\$	-

Total Expenditures	\$	-
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Morton Mandan Public Library

Capital Reserve Fund

Revenues

Transfers:

General Fund

\$ 10,000

Total Transfers

\$ 10,000

Total Revenues

\$ 10,000

Expenditures

Capital Outlay:

Building Improvements

Office Equipment & Furniture

\$ 2,000

Total Capital Outlay

\$ 2,000

Total Expenditures

\$ 2,000

2026 Budget Rationale

Revenue Sources	Anticipated Profits	Components
- State Aide from NDSL - City - County	\$37,660 \$23,222 \$14,438	
Copier, Fax & Printing Fees	\$6,400	- Jan. – July 1, 2025: \$3,468 (\$578/mos or 15,211 sales) - Aug. – Dec. 31: \$1,750 (\$350/mos or 7,250 sales) \$.25 for copying 50 more pages
Horizon Fees: Replacement cards, lost library items, damaged library items, non-resident library card	\$1,300	- Jan. – July 19, 2025: \$799 (\$114/mos or 76 sales) - Aug. – Dec. 31: \$501 (\$100/mos or 44 sales)
Passport Fees (Processing)	\$42,070	- Jan. – July 19, 2025: \$22,750 (\$3,250/mos or 650 sales) - Aug. – Dec. 31: \$19,320 (\$3,864/mos or 552 sales) - Increased sales by 165 in the first 7 mos over 2024 1 U of Mary day and 1 County day in Glen Ullin
Photo Fees	\$24,500	- Jan. – July 19, 2025: \$12,290 (\$1,756/mos or 820 sales) - Aug. – Dec. 31: \$9,000 (\$1,800/mos or 500 sales) - Increased sales by 327 in the first 7 mos over 2024 - Adding Digital photo service for passport renewals: \$10 - Increasing photo fee from \$15 - \$18 (1st increase since 2018)
Uncategorized	\$1,320	- Miscellaneous items such as refunds, reimbursements, tax collection, etc. - Trying to place these sales items into more specific categories, which impacts sales amount for “uncategorized”
Meeting Room Rentals	\$33,500	\$3,700/month (based on 3 rental days for 10 mos for each space over with combination of 4 and 8 rental hours - Dynamic marketing with rebranding of each space - Added set up/take down fee fitting percentage to space - Special marketing for The Loft during Holidays & Summer Concerts - Added \$30 technology fee for equipment & staff assistance
- Donations - Program: \$10,000 - Library: \$8,000	\$18,000	- Kiwanis, Friends of the Library, other organizations and individuals - Look for sponsors for specific programs and library initiatives
- Grants - Programs: \$8,000 - Library: \$15,000	\$23,000	Active pursuit of applicable grants to support program and library initiatives

Expenses	Anticipated Increase	Components
- Salaries & Benefits - COLA 2 positions - Health	3% 35 hours @ grade 12 54 Wks 10%	- Projected city rate of increase - Anticipate Increasing hours for two 20 – 29-hour positions 2 additional weeks of pay for 2026 - Changes to plan made in 2025, still want to anticipate increase in costs
Professional Fees	56.1%	Increase to Audit, Accounting, CDLN and Technology Support fees
Utilities	6.28%	Gas, Electricity, Garbage, Phones
Building Insurance	7.7%	Increase \$9,745 to 10,500
- Library Materials \$4,475 \$1,500 \$6,750 \$1,750 \$1,910	18%	- Decrease of \$13,396 - Decrease in materials spending as staff conducts a collection analysis to determine how and where to spend money on items within the collection (books, games, DVDs, Library of Things, magazines, newspapers, online movie checkouts, etc) - Increase in Electronic Resources for: - ODIN: online program to search for needed materials - Over Drive: electronic resources (eBooks, eAudiobooks) - Beanstack: online program for patrons to complete reading challenges - Collection Analysis—online program for library staff to study the collection - NewsBank - Niche Academy—online program to connect patrons throughout the county to library digital resources and events/story times
Programs	45%	- Overall Decrease: \$10,000 - Friends of Library: sponsoring Teen & Adult programming - Examine new strategies for restructuring program funding
Supplies		- Overall: Stayed the same - Increase to: Passport Services - Decrease to: Office Supplies
Repairs & Maintenance	24%	Overall Decrease: \$2,500
Office Equip. & Furn.	\$2,000	Anticipation of adding new equipment



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 27, 2025
SUBMITTING DEPARTMENT: Airport
DEPARTMENT DIRECTOR: Lindsay Gerhardt
PRESENTER: Lindsay Gerhardt, Airport Manager
SUBJECT: Mandan Airport Authority 2026 Budget

STATEMENT/PURPOSE:

To consider the Mandan Airport Authority 2026 Budget as recommended by the Airport Authority Board.

BACKGROUND/ALTERNATIVES:

The Mandan Airport Authority manages the local airport facility. The Airport five-member Board is appointed by the City Commission. The Airport is fiscally dependent upon the City because the City Commission levies taxes and must approve any debt issuances. The Airport is reported as a component unit in the City's audited financial statements.

The Airport Authority Board approved their 2026 Budget on August 4, 2025.

ATTACHMENTS:

1. 2026 Budget
2. 2026 Budget Presentation

FISCAL IMPACT:

The City will levy approximately \$569K in property taxes and provide \$5,600 for the Airport's share of state aid distribution revenue from the State of ND.

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the Mandan Airport Authority 2026 Budget as recommended by the Airport Authority Board.

SUGGESTED MOTION:

I move to approve the Mandan Airport Authority 2026 Budget as recommended by the Airport Authority Board.

Mandan Regional Airport - Lawler Field
Operating, Capital and Finance Budget Summary
Year Ending December 31, 2026

Fuel Gross Margin	92,575	Avgas Sales	176,500
Hanger Rent	217,600	Avgas Cost of Sales	(96,555) *
Office Rental	15,000	Avgas Gross Margin	79,945
Land Lease	24,400		
Property Tax & Other	550,614		
Interest	1,550	Jet Fuel Sales	52,200
Other	5,000	Jet Fuel Cost of Sales	(39,570) **
Total Operating Income	906,739	Jet Fuel Gross Margin	12,630

Payroll	132,800	includes a pt time seasonal employee (non-benefited)
Fees and Charges	16,500	
Insurance	20,000	
Travel/Training	3,300	
Utilities	37,000	
Advertising/Printing	5,400	
Dues & Subscriptions	3,700	
Supplies & Maintenance, Repairs	69,000	
Leasehold Tax	21,000	
Interest Expense on Bonds	17,757	Hangar 1 (2019 bond); Hangar 40, Terminal (2024 bond)
Total Operating Expenses	326,457	

Net Operating Income **580,282** **A**

		Funding Source FAA 95% (150,000 entitlement)	Funding Source NDAC 2.5% (FAA Eligible)
Apron Mill and Overlay (Design)	(130,000)	142,500	2.5% (FAA Eligible) 3,250
Access Road/Parking Mill and Overlay (Design)	(27,895)	26,500	90% state funds request 697
Airport Pavement Crack Sealing/Polypatch	(60,000)		90% state funds request 54,000
Construct New Airport Entrance Sign	(50,000) local only		
Purchase SRE Tractor 100HP	(100,000)		50% state funds request 50,000
T-Hangar Maintenance (doors, tin, concrete)	(50,000) local only		
Fuel System Improvements	(600,000)		50% state funds request 300,000 *
FAA Project Funding	169,000	169,000	407,947
State Project Funding	407,947		
Net Capital Project Inflows / (Outflows)	(440,948) B		

Principal Payments on Bonds (Outflow)	(87,838)	Hangar 1 (2019 bond); Hangar 40, Terminal (2024 bond)
Net Financing Inflows / (Outflows)	(87,838) C	
Net Budgeted Cash Flow	51,496 A+B+C	

*Project dependent on NDAC participation



MANDAN REGIONAL AIRPORT

Status update for budget 2026

Stats

- ❖ 100 based aircraft
- ❖ 5 Airport owner t-hangars at capacity
 - ❖ 1 Airport owned community hangar
 - ❖ 16 privately owned hangars (land Lease)
- ❖ Full-time aviation MX facility on sight
 - ❖ Ag sprayer operation (80K acres/season)
- ❖ Aviation medical examiner on sight
 - ❖ Flight instructors on sight
- ❖ ND Civil Air Patrol HQ w/ fleet of 3
- ❖ One based aircraft (Federal Agency)
 - ❖ Certified Flight Simulator
 - ❖ Aerial surveyor on sight



Stats

- ❖ Average of 60 operations a day
 - ❖ Approximately 200 additional operations in the month of July from Oshkosh traffic
- ❖ 1750 people attended our annual Planes and Pancakes event in 2025



Services

- ❖ Snacks, drinks, and ice cream
 - ❖ Full kitchen
 - ❖ Picnic Area
- ❖ Hangar and tie down
- ❖ JetA (full) and 100LL on sight (self)
 - ❖ 2 Pilot Lounges
 - ❖ Flight planning
 - ❖ Sleep Room
 - ❖ Showers
- ❖ 2 Courtesy cars to get to town



Revenue

Fuel

Jet A (\$12,603)

Avgas, 100LL (\$79,945)

Gross Margin

\$92,575

Based on 2024



Revenue

Hangar and
Other

T-Hangar and Unit 40
(\$217,600)

Office Rentals
(\$15,000)

Total: \$232,600



Revenue

Land Leases
from 16
private and
commercial
businesses:
\$24,400



2025 Developments

New Airport Terminal

Old Terminal

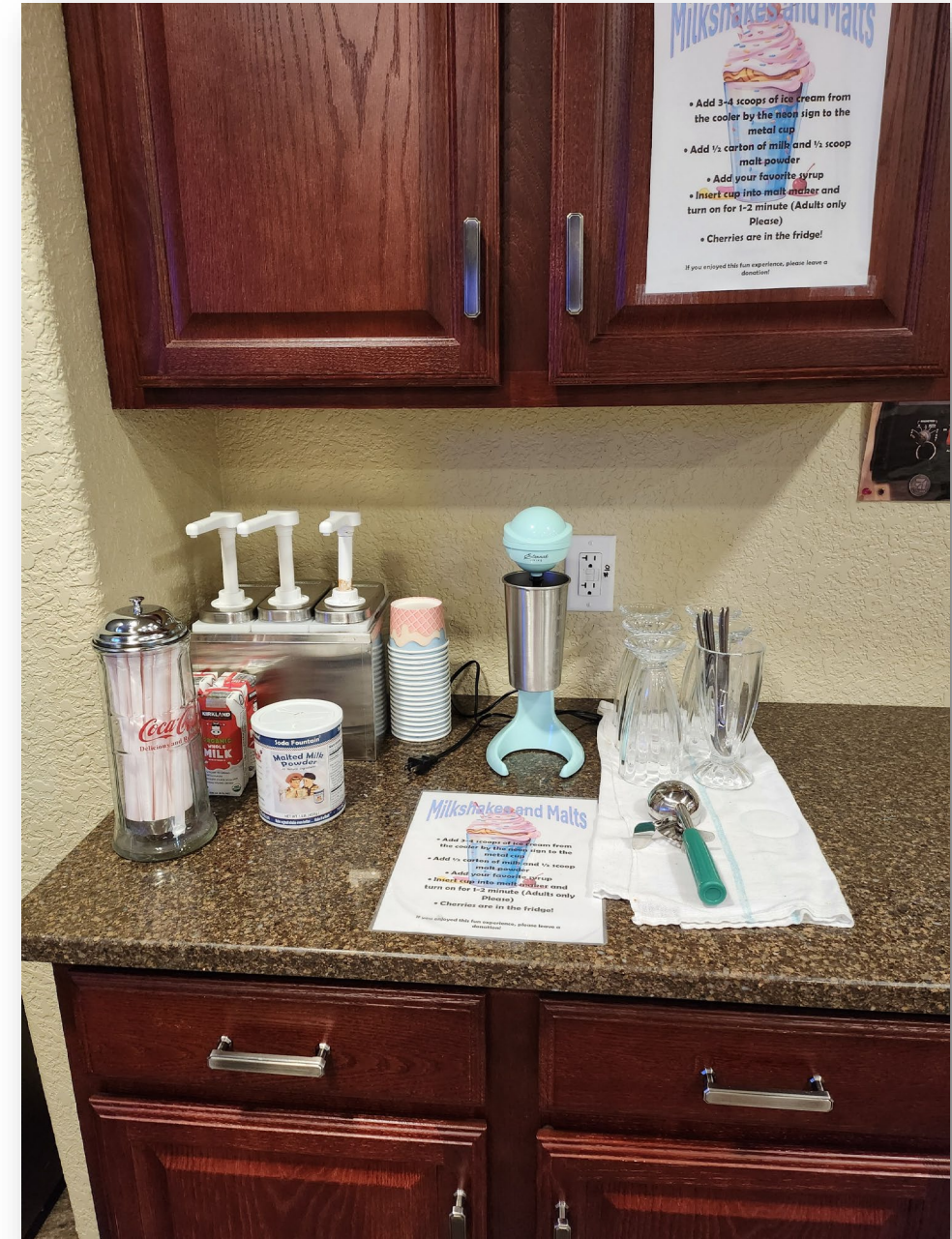


New Terminal





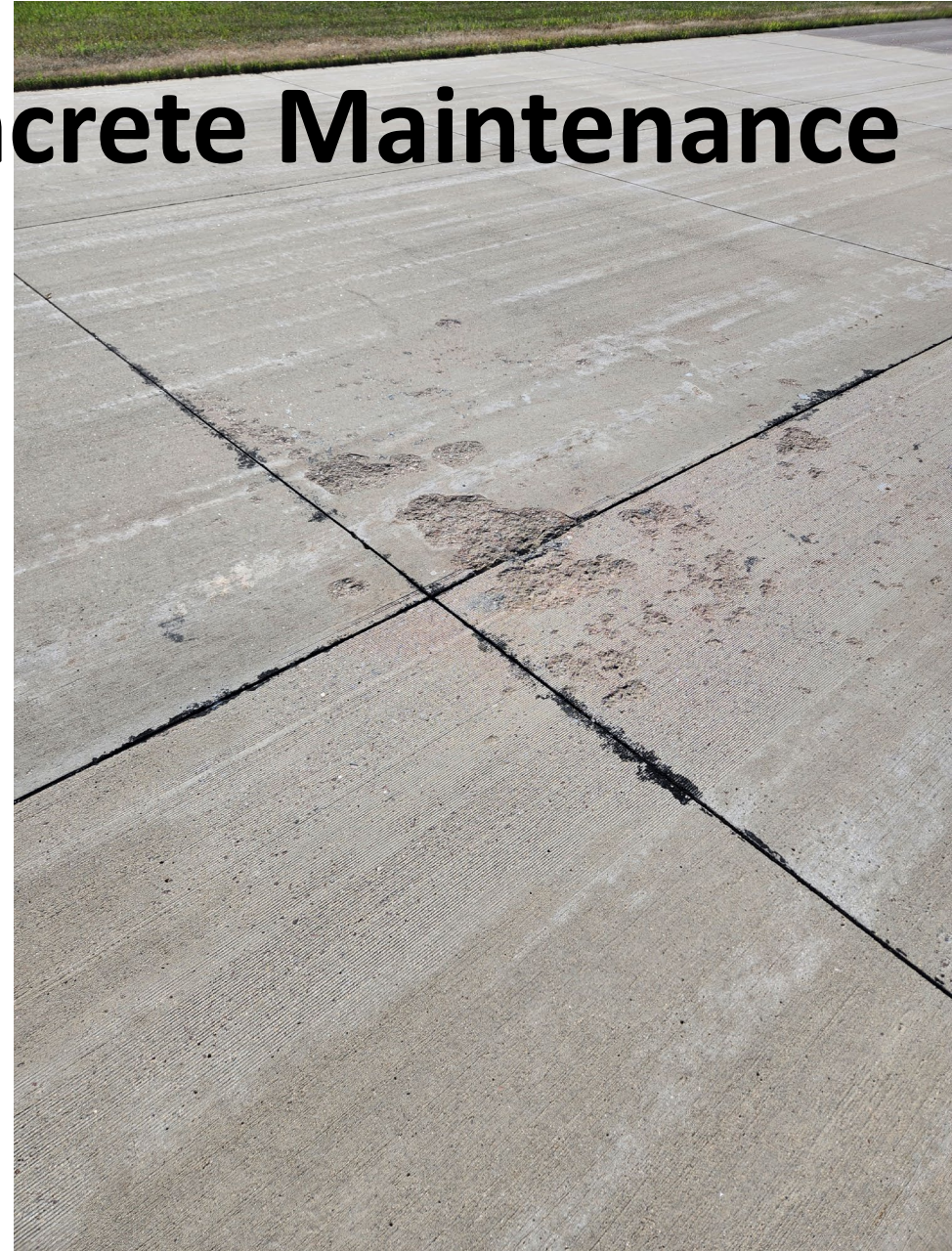
Welcome to
MaNDan







Runway 13-31 Concrete Maintenance



A close-up photograph of a concrete joint. The joint is a deep, narrow crack running diagonally across the frame. The sealant that would normally fill this joint is completely missing, leaving a dark, open channel. Some small green weeds are growing out of the joint.

**Joints and sealant
completely missing**

A photograph of a concrete joint. The joint is a deep, narrow crack running vertically. The sealant is missing in several places, exposing the joint. Some small green weeds are growing out of the joint.

**Joint sealant exposing
joints**

A photograph of a concrete joint. The joint is a deep, narrow crack running diagonally. The sealant is missing in several places, exposing the joint. Some small green weeds are growing out of the joint.

Previous repairs failing



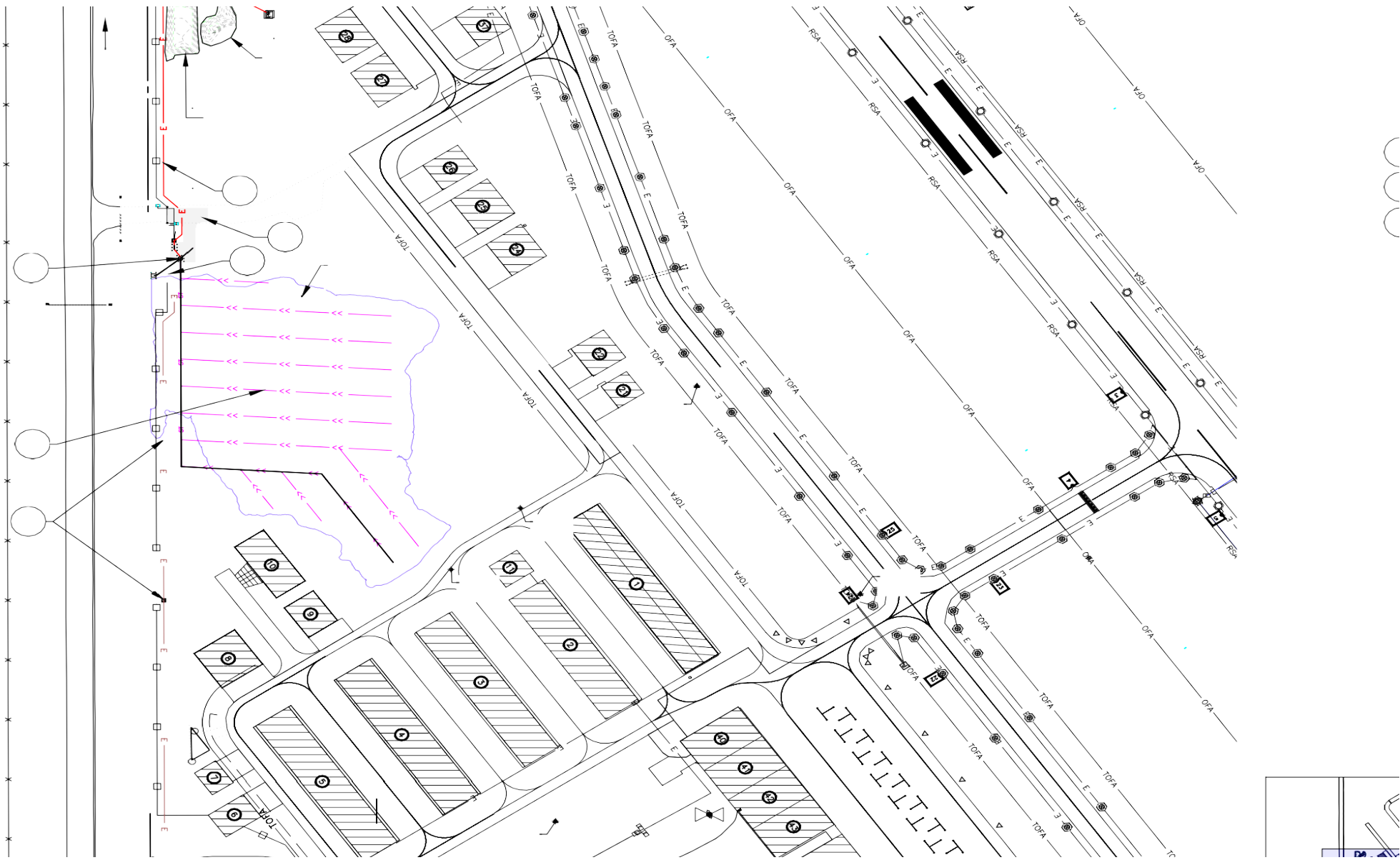
Asphalt crack sealing from Highway
6 to the runway concrete threshold
and everything in between is
included in this project. Starting
August 18th- Sept 12th

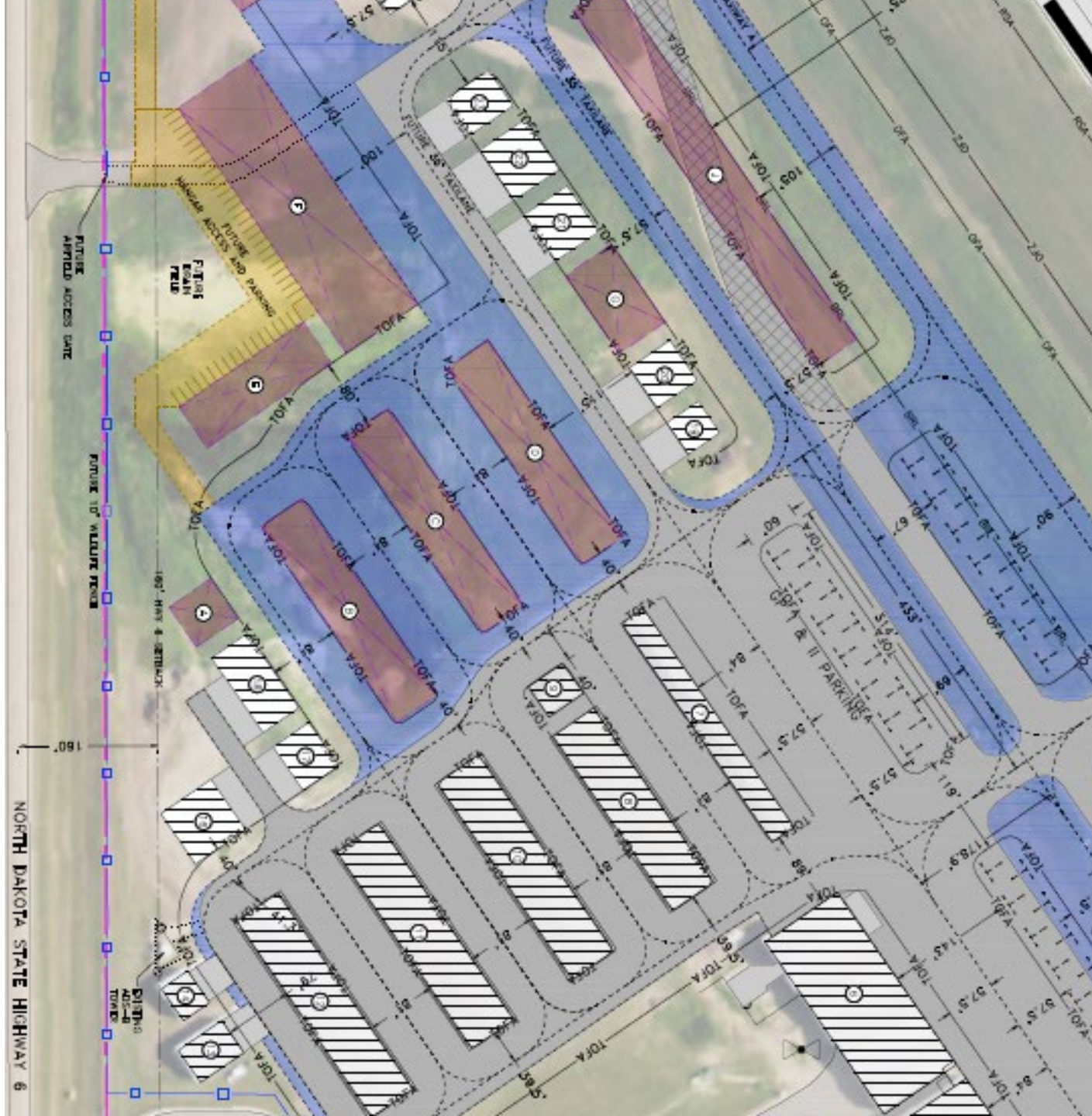
Wetland Modification Project









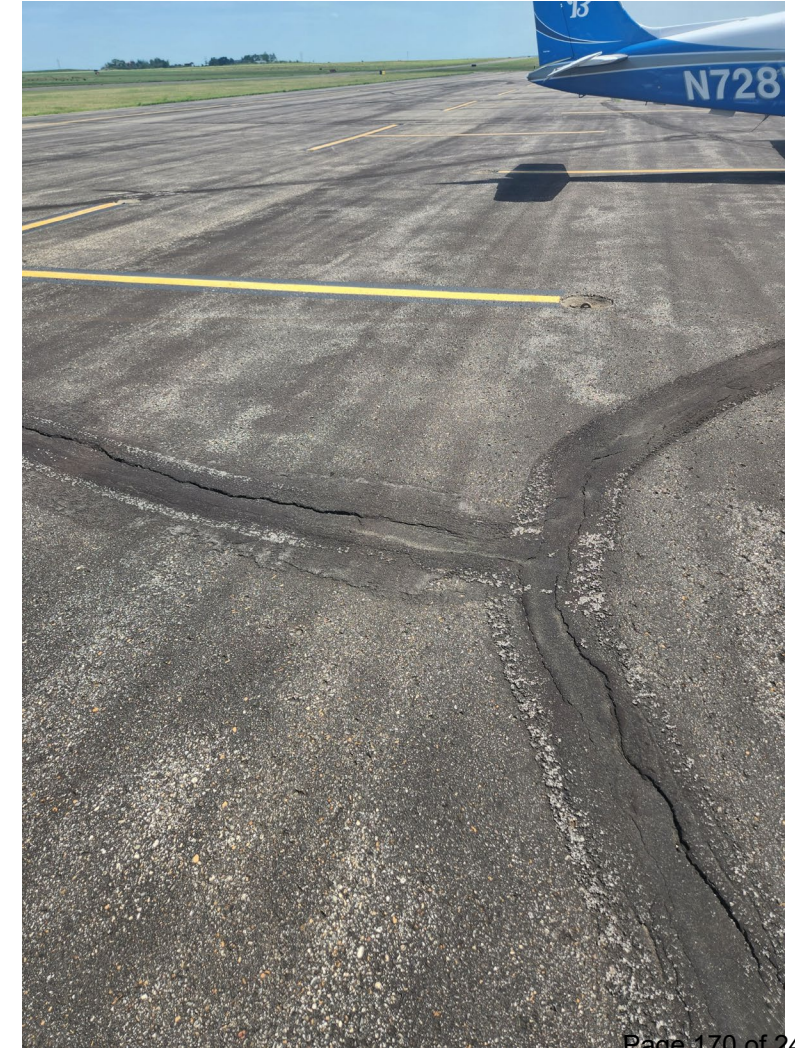






2026 Projects

Apron, Access Road, and parking lots Mill and Overlay (Design)



Construct new Airport Sign



Purchase new 100 hp SRE Tractor

- Case CX60 currently used is 20 years old
- Has been experiencing more maintenance issues
- Approximately \$4000.00 spent in 2024 and 2025 for repairs
- Currently has no air conditioning

T-hangers 2-5 Maintenance

- Inspection of limiters
- Examination of motors, belts, pulley keys, hinges, and cables
- Presence of crinkled tin
- Identification of damaged, sunken, or raised aprons



New self-serve fuel system

Current 2000-gallon tank



- ❖ Proposing a 12,000-gallon 100LL self-serve upgrade and a new 12,000-gallon JetA self-serve
- ❖ Aircraft fueling on airside and fuel delivery on roadside
- ❖ This would eliminate the time it takes to currently transfer fuel
- ❖ Eliminate call outs for JetA
- ❖ Eliminate 3 fuel trucks
- ❖ Eliminate the need for a fuel farm at the highway

New self-serve fuel system

- ❖ Funding for this is full dependent on ND Aeronautics Commission participation.
- ❖ ND Aeronautics has expressed interest and has extra Prairie Dog Funding that they are motivated to distribute in 2026
- ❖ Typically, we could expect a 50/50 split with this state agency
- ❖ Determinations for this would be made by the Commission in early 2026

Questions?



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 29, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Change Order 1 for the Collins Avenue Reservoir Project

STATEMENT/PURPOSE:

To review and possibly approve a change order for the Collins Avenue Reservoir project

BACKGROUND/ALTERNATIVES:

During removal operations at the Collins Avenue Reservoir site, the contractor encountered abandoned tank foundations that conflicted with the proposed site improvements. This required additional demolition, removal, and disposal of reinforced concrete materials, which was outside the scope of the existing contract.

DN Tanks is requesting 9 days of contract time and \$135,746.48 related to this additional work. City staff and AE2S have reviewed the supporting information and are recommending approval of the change order.

ATTACHMENTS:

1. Change Order 1

FISCAL IMPACT:

This change order is \$135,746.48, increasing the total contract price from \$5,935,800 to \$6,071,546.48, which is about a 2.3% increase. The City had included \$616,403, or about 10%, of construction contingencies in previous project cost estimates. The City expects this additional work to be eligible for a 27% cost share reimbursement from the State Water Commission.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the change order, as presented.

SUGGESTED MOTION:

I move to approve Change Order 1, as presented.

Change Order
No. DN-01

Date of Issuance: July 8, 2025

Effective Date: July 8, 2025

Project: Mandan Collins Avenue Reservoir Replacement	Owner: City of Mandan, ND	Owner's Contract No.: 2024-04
Contract: Collins Avenue Reservoir Replacement	Date of Contract: September 13, 2024	
Contractor: DN Tanks, LLC	Engineer's Project No.: P00510-2016-002	

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change

Item	Description	Cost Adjustment
Item No. 1	DN Tanks incurred additional costs while excavating for the reservoir foundation due to the discovery of abandoned reservoir foundations. This item includes these additional costs and additional days (9 days) due to the delay.	\$148,590.48
Item No. 2	This items includes a credit for the excavation that was not performed due to the change in Item No. 1	(\$12,844.00)
Total Net Change: CO-DN-01		\$135,746.48

Attachments: Item No. 1 and Item No. 2

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times	
\$ 5,935,800.00		Substantial completion:	June 1, 2026
		Milestone 1:	November 30, 2025
Increase from previously approved Change Orders		Ready for final payment:	August 1, 2026
\$ -		Additional contract days from previously approved Change Orders	
		Substantial completion:	0
Contract Price from previously approved Change Orders		Milestone 1:	0
\$ 5,935,800.00		Ready for final payment:	0
Increase of this Change Order		Contract Times from previously approved Change Orders	
\$ 135,746.48		Substantial completion:	June 1, 2026
		Milestone 1:	November 30, 2025
Contract Price incorporating this Change Order:		Ready for final payment:	August 1, 2026
\$ 6,071,546.48		Increase Time of this Change Order:	
		Substantial completion:	11
		Milestone 1:	11
		Ready for final payment:	11
		Contract Times with all approved Change Orders:	
		Substantial completion:	June 12, 2026
		Milestone 1:	December 11, 2025
		Ready for final payment:	August 12, 2026

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 07/09/2025

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 07/09/25

Date: _____



BUILT
FOR THE FUTURE

Item No. 1

April 12, 2025

Matt Bradley, EIT
AE2S
1815 Schafer St.
Bismark, ND 58501

Subject: Collins Ave. Reservoir Project – Old tank foundation demolition

Matt,

This letter is a follow-up of the email communications and notice of differing site conditions dated April 1, 2025.

Attached is a summary of the costs associated with the demolition, removal, and disposal of the existing tank foundations that conflicted with the proposed site improvements for the project. The cost for this demolition and cleanup work is \$148,590.48.

This covers all costs related to US Site Work and DN Tanks to complete this additional scope of work.

In addition to the reimbursement of costs, we are requesting an additional 9 days be added to the contract as a result of this additional work. This would also include a request to push the milestone date of tank completion this fall 9 days as well.

Let me know if you have any questions or would like to discuss any of the above further.

Thank you

Marc Bliven

Project Manager

Attachments: Summary of additional costs – 1 page
USSW backup of extra work – 14 pages

Mandan, ND - Collins Ave Reservoir Project 5/12/2025

Work Description: Demolition of old tank foundations**Work Dates : March 31, April 7-11, April 14-16, 9 days****Labor**

Description	Qty	Unit	Rate	Total
Orencio Zamarippa - Site Super	67	HR	\$ 135.00	\$ 9,045.00
Labor Total				\$ 9,045.00

	Qty	Unit	Rate	Total
Per diem	9	Day	\$ 125.00	\$ 1,125.00
Per Diem Total				\$ 1,125.00

<u>Material</u>	Qty	Unit	Rate	Total
Material Total				\$ -

<u>Equipment</u>	Qty	Unit	Rate	Total
Orencio - Vehicle allowance	9	Day	\$ 115.00	\$ 1,035.00
Equipment Total				\$ 1,035.00

<u>Rental</u>	Qty	Unit	Rate	Total
Rental Total				\$ -

<u>Sub</u>	Qty	Unit	Rate	Total
US Site Work (See attached)	1	LS	\$ 130,843.31	\$ 130,843.31
Subcontractor Total				\$ 130,843.31

Sub-total	\$ 142,048.31
Sub Markup 5%	\$ 6,542.17
Total	\$ 148,590.48



Date: 5/8/2025
 Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
 Job Address: 908 Collins Ave, Mandan, ND
 Project Manager: Blake Smith
 Owner: City of Mandan
 Describe Work: WO 01- Underground Tank Demolitions

Additional Work Authorization T&M Summary		
Date	Description of Work	Daily Total \$
3/31/2025	See Time and Materials Sheet Daily	\$1,465.00
4/7/2025	See Time and Materials Sheet Daily	\$11,465.25
4/8/2025	See Time and Materials Sheet Daily	\$16,167.50
4/9/2025	See Time and Materials Sheet Daily	\$18,452.50
4/10/2025	See Time and Materials Sheet Daily	\$18,448.25
4/11/2025	See Time and Materials Sheet Daily	\$15,149.75
4/14/2025	See Time and Materials Sheet Daily	\$12,284.50
4/15/2025	See Time and Materials Sheet Daily	\$17,832.65
4/16/2025	See Time and Materials Sheet Daily	\$7,278.45
4/7/2025 MOB	See Time and Materials Sheet Daily	\$2,392.00
4/10/2025 DEMOB	See Time and Materials Sheet Daily	\$2,392.00
4/15/2025 DEMOB	See Time and Materials Sheet Daily	\$1,794.00
4/4/25 to 4/10/25 RENTAL	See Time and Materials Sheet Daily	\$5,721.46
TOTAL BILLED \$		\$130,843.31

Regards,

Blake Smith

U.S. SiteWork, Inc.
 11040 183rd Circle NW
 Suite B
 Elk River, MN 55330
 Main: 763-280-8508
 Fax: 763-280-8506
www.ussitework.com



Date:	3/31/2025
Job Name:	241837 - Mandan Collins Ave Reservoir Replacement
Job Address:	908 Collins Ave, Mandan, ND
Project Manager:	Blake Smith
Owner:	City of Mandan

Describe Work:	Old tank found on day 1, started excavation, exposed for owner. Shot with GPS
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Labor					
Name	Position	Date	Hours	Rate	Total
Joe Warner	Superintendent	3/31/2025	3.0	\$127.00	\$381.00
Damian Jensen	Foreman	3/31/2025	2.0	\$121.00	\$242.00
Ron Warner	Foreman	3/31/2025	2.0	\$121.00	\$242.00
Per Diem 3/31/2025			0.0	\$190.00	\$0.00
Subtotal Labor:					\$865.00
Equipment					
Description	Date	Hours	Rate	Total	
Backhoe BH2603- 360 Komatsu	3/31/2025	3.0	\$170.00	\$510.00	
Pickup	3/31/2025	3.0	\$30.00	\$90.00	
Pickup	3/31/2025	-	\$30.00	\$0.00	
Pickup	3/31/2025	-	\$30.00	\$0.00	
Subtotal Equipment:					\$600.00
Materials					
Description	Date	Quantity	Rate	Total	
Subtotal Materials:					\$0.00
Daily Totals		Signatures for Approval			
Labor Total:	\$865.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work			
Equipment Total:	\$600.00				
Materials Cost:	\$0.00	Owner Superintendent			
Total Cost:	\$1,465.00	Owner Project Manager			
7 % Materials Markup:	\$0.00	US SiteWork Superintendent			
Total Billed:	\$1,465.00	US SiteWork Project Manager	Blake Smith		

Additional Work Authorization Form

6703



Date: 4/7/2025
 Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
 Job Address: 908 Collins Ave, Mandan, ND
 Project Manager: Blake Smith
 Owner: City of Mandan

Describe Work:

Export rubble from inside tank.

Labor					
Name	Position	Date	Hours	Rate	Total
Damian Jensen	Foreman	4/7/2025	8.0		\$968.00
Damian Jensen	Foreman-OT	4/7/2025	2.0		\$314.00
Jim Shores	Foreman/Operator	4/7/2025	8.0		\$968.00
Jim Shores	Foreman/Operator-OT	4/7/2025	2.0		\$314.00
	Per Diem	4/7/2025	2.0		\$380.00
				Subtotal Labor:	\$2,944.00
Equipment					
Description	Date	Hours	Rate	Total	
Backhoe BH2603- 360 Komatsu	4/7/2025	10.0		\$170.00	\$1,700.00
Backhoe BH3051- 390 Komatsu	4/7/2025			\$250.00	\$0.00
Dozer DZ6800- Komatsu 61	4/7/2025			\$150.00	\$0.00
Backhoe Attachment BA0850- Demo Shear/Recycler	4/7/2025			\$165.00	\$0.00
Pickup	4/7/2025	10.0		\$30.00	\$300.00
Pickup	4/7/2025			\$30.00	\$0.00
4 Side Dumps/35.25 HRs	4/7/2025	35.3		\$185.00	\$6,521.25
				Subtotal Equipment:	\$8,521.25
Materials					
Description	Date	Quantity	Rate	Total	
28 Loads	4/7/2025	28.00		\$0.00	\$0.00
				Subtotal Materials:	\$0.00
Daily Totals			Signatures for Approval		
Labor Total:	\$2,944.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work			
Equipment Total:	\$8,521.25				
Materials Cost:	\$0.00				
Total Cost:	\$11,465.25				
7 % Materials Markup:	\$0.00	US SiteWork Superintendent			
Total Billed:	\$11,465.25	US SiteWork Project Manager	Blake Smith		



Date: 4/8/2025
Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
Job Address: 908 Collins Ave, Mandan, ND
Project Manager: Blake Smith
Owner: City of Mandan

Describe Work:	Export rubble from inside tank.
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Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/8/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman-OT	4/8/2025	3.0	\$157.00		\$471.00
Jim Shores	Foreman/Operator	4/8/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/8/2025	3.0	\$157.00		\$471.00
Dale Doering	Operator	4/8/2025	8.0	\$119.00		\$952.00
Dale Doering	Operator-OT	4/8/2025	0.0	\$154.00		\$0.00
	Per Diem	4/8/2025	3.0	\$190.00		\$570.00
			Subtotal Labor:		\$4,400.00	
Equipment						
Description	Date	Hours	Rate	Total		
Backhoe BH2603- 360 Komatsu	4/8/2025	11.0	\$170.00		\$1,870.00	
Backhoe BH3051- 390 Komatsu	4/8/2025	4.0	\$250.00		\$1,000.00	
Dozer DZ6800- Komatsu 61	4/8/2025	4.0	\$150.00		\$600.00	
Backhoe Attachment BA0850- Demo Shear/Recycler	4/8/2025	4.0	\$165.00		\$660.00	
Pickup	4/8/2025	11.0	\$30.00		\$330.00	
Pickup	4/8/2025	-	\$30.00		\$0.00	
4 Side Dumps/39.5 HRs	4/8/2025	39.5	\$185.00		\$7,307.50	
			Subtotal Equipment:		\$11,767.50	
Materials						
Description	Date	Quantity	Rate	Total		
38 Loads	4/8/2025	38.00	\$0.00		\$0.00	
			Subtotal Materials:		\$0.00	
Daily Totals			Signatures for Approval			
Labor Total:	\$4,400.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work				
Equipment Total:	\$11,767.50					
Materials Cost:	\$0.00					
Total Cost:	\$16,167.50					
7 % Materials Markup:	\$0.00	US SiteWork Superintendent				
Total Billed:	\$16,167.50	US SiteWork Project Manager				
		Blake Smith				



Date:	4/9/2025
Job Name:	241837 - Mandan Collins Ave Reservoir Replacement
Job Address:	908 Collins Ave, Mandan, ND
Project Manager:	Blake Smith
Owner:	City of Mandan

Describe Work:	Export rubblel from tank. Demo tank wall and floor, <u>separating rebar and concrete.</u>
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Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/9/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman- OT	4/9/2025	2.0	\$157.00		\$314.00
Jim Shores	Foreman/Operator	4/9/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/9/2025	3.0	\$157.00		\$471.00
Dale Doering	Operator	4/9/2025	8.0	\$119.00		\$952.00
Dale Doering	Operator-OT	4/9/2025	3.0	\$154.00		\$462.00
Steve Grant	Operator	4/9/2025	5.0	\$119.00		\$595.00
Steve Grant	Operator-OT	4/9/2025	0.0	\$154.00		\$0.00



Date: 4/10/2025
Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
Job Address: 908 Collins Ave, Mandan, ND
Project Manager: Blake Smith
Owner: City of Mandan

Describe Work:	Export rubble, Found another tank below grade. Continue demo on tanks.
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Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/10/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman-OT	4/10/2025	3.0	\$157.00		\$471.00
Jim Shores	Foreman/Operator	4/10/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/10/2025	3.0	\$157.00		\$471.00
Dale Doering	Operator	4/10/2025	8.0	\$119.00		\$952.00
Dale Doering	Operator-OT	4/10/2025	3.0	\$154.00		\$462.00
Per Diem		4/10/2025	3.0	\$190.00		\$570.00
			Subtotal Labor:			\$4,862.00
Equipment						
Description	Date	Hours	Rate	Total		
Backhoe BH2603- 360 Komatsu	4/10/2025	11.0	\$170.00			\$1,870.00
Backhoe BH3051- 390 Komatsu	4/10/2025	11.0	\$250.00			\$2,750.00
Dozer DZ6800- Komatsu 61	4/10/2025	2.0	\$150.00			\$300.00
Backhoe Attachment BA0850- Demo Shear/Recycler	4/10/2025	11.0	\$165.00			\$1,815.00
Pickup	4/10/2025	11.0	\$30.00			\$330.00
Pickup	4/10/2025	-	\$30.00			\$0.00
4 Side Dumps/35.25 Hrs	4/10/2025	35.3	\$185.00			\$6,521.25
			Subtotal Equipment:			\$13,586.25
Materials						
Description	Date	Quantity	Rate	Total		
32 Loads	4/10/2020	32.00	\$0.00			\$0.00
			Subtotal Materials:			\$0.00
Daily Totals		Signatures for Approval				
Labor Total:	\$4,862.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work				
Equipment Total:	\$13,586.25					
Materials Cost:	\$0.00	Owner Superintendent				
Total Cost:	\$18,448.25	Owner Project Manager				
7 % Materials Markup:	\$0.00	US SiteWork Superintendent				
Total Billed:	\$18,448.25	US SiteWork Project Manager		Blake Smith		



Date: 4/11/2025
Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
Job Address: 908 Collins Ave, Mandan, ND
Project Manager: Blake Smith
Owner: City of Mandan

Describe Work:	Export rubble from tanks, continue to demo on tanks.
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Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/11/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman- OT	4/11/2025	1.0	\$157.00		\$157.00
Jim Shores	Foreman/Operator	4/11/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/11/2025	1.0	\$157.00		\$157.00
Dale Doering	Operator	4/11/2025	8.0	\$119.00		\$952.00
Dale Doering	Operator-OT	4/11/2025	1.0	\$154.00		\$154.00
	Per Diem	4/11/2025	3.0	\$190.00		\$570.00
			Subtotal Labor:			\$3,926.00
Equipment						
Description		Date	Hours	Rate	Total	
Backhoe BH2603- 360 Komatsu		4/11/2025	9.0	\$170.00		\$1,530.00
Backhoe BH3051- 390 Komatsu		4/11/2025	9.0	\$250.00		\$2,250.00
Dozer DZ6800- Komatsu 61		4/11/2025	-	\$150.00		\$0.00
Backhoe Attachment BA0850- Demo Shear/Recycler		4/11/2025	9.0	\$165.00		\$1,485.00
Pickup		4/11/2025	9.0	\$30.00		\$270.00
Pickup		4/11/2025	-	\$30.00		\$0.00
4 Side Dumps/30.75 Hrs		4/11/2025	30.8	\$185.00		\$5,688.75
			Subtotal Equipment:			\$11,223.75
Materials						
Description		Date	Quantity	Rate	Total	
26 Loads		4/11/2025	26.00	\$0.00		\$0.00
			Subtotal Materials:			\$0.00
Daily Totals				Signatures for Approval		
Labor Total:	\$3,926.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work				
Equipment Total:	\$11,223.75					
Materials Cost:	\$0.00	Owner Superintendent				
Total Cost:	\$15,149.75	Owner Project Manager				
7 % Materials Markup:	\$0.00	US SiteWork Superintendent				
Total Billed:	\$15,149.75	US SiteWork Project Manager		Blake Smith		

Additional Work Authorization Form

6709



Date: 4/14/2025
 Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
 Job Address: 908 Collins Ave, Mandan, ND
 Project Manager: Blake Smith
 Owner: City of Mandan

Describe Work: Demo the second tank and stockpile material. Too wet to haul. Called off trucking after an hour.

Labor					
Name	Position	Date	Hours	Rate	Total
Damian Jensen	Foreman	4/14/2025	8.0	\$121.00	\$968.00
Damian Jensen	Foreman- OT	4/14/2025	2.0	\$157.00	\$314.00
Jim Shores	Foreman/Operator	4/14/2025	8.0	\$121.00	\$968.00
Jim Shores	Foreman/Operator-OT	4/14/2025	2.0	\$157.00	\$314.00
Dale Doering	Operator	4/14/2025	8.0	\$119.00	\$952.00
Dale Doering	Operator-OT	4/14/2025	2.0	\$154.00	\$308.00
Per Diem			4/14/2025	3.0	\$190.00
					\$570.00
				Subtotal Labor:	\$4,394.00
Equipment					
Description	Date	Hours	Rate	Total	
Backhoe BH2603- 360 Komatsu	4/14/2025	10.0	\$170.00	\$1,700.00	
Backhoe BH3051- 390 Komatsu	4/14/2025	10.0	\$250.00	\$2,500.00	
Dozer DZ6800- Komatsu 61	4/14/2025	5.0	\$150.00	\$750.00	
Backhoe Attachment BA0850- Demo Shear/Recycler	4/14/2025	8.0	\$165.00	\$1,320.00	
Pickup	4/14/2025	10.0	\$30.00	\$300.00	
Pickup	4/14/2025	-	\$30.00	\$0.00	
6 Side Dumps/6.5 HRs	4/14/2025	6.5	\$185.00	\$1,202.50	
Skid Steer w/Tracks TX5302- 259 Cat	4/14/2025	1.0	\$85.00	\$85.00	
Skid Steer Sweeper SW0001- Bobcat Broom	4/14/2025	1.0	\$33.00	\$33.00	
				Subtotal Equipment:	\$7,890.50
Materials					
Description	Date	Quantity	Rate	Total	
				Subtotal Materials:	\$0.00
Daily Totals			Signatures for Approval		
Labor Total:	\$4,394.00		On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work		
Equipment Total:	\$7,890.50				
Materials Cost:	\$0.00		Owner Superintendent		
Total Cost:	\$12,284.50		Owner Project Manager		
7 % Materials Markup:	\$0.00		US SiteWork Superintendent		
Total Billed:	\$12,284.50		US SiteWork Project Manager	Blake Smith	



Date: 4/15/2025
Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
Job Address: 908 Collins Ave, Mandan, ND
Project Manager: Blake Smith
Owner: City of Mandan

Describe Work:	Continue exporting tank rubble.
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Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/15/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman- OT	4/15/2025	1.0	\$157.00		\$157.00
Jim Shores	Foreman/Operator	4/15/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/15/2025	1.0	\$157.00		
Dale Doering	Operator	4/15/2025	8.0	\$119.00		
Dale Doering	Operator-OT	4/15/2025	1.0	\$154.00		
	Per Diem	4/15/2025	3.0	\$190.00		\$570.00
			Subtotal Labor:			\$2,663.00
Equipment						
Description	Date	Hours	Rate	Total		
Backhoe BH2603- 360 Komatsu	4/15/2025	9.0	\$170.00			\$1,530.00
Backhoe BH3051- 390 Komatsu	4/15/2025	9.0	\$250.00			\$2,250.00
Dozer DZ6800- Komatsu 61	4/15/2025	5.0	\$150.00			\$750.00
Backhoe Attachment BA0850- Demo Shear/Recycler	4/15/2025	5.0	\$165.00			\$825.00
Pickup	4/15/2025	9.0	\$30.00			\$270.00
Pickup	4/15/2025	-	\$30.00			\$0.00
6 Side Dumps/53.75 HRs	4/15/2025	53.8	\$185.00			\$9,943.75
			Subtotal Equipment:			\$15,568.75
Materials						
Description	Date	Quantity	Rate	Total		
45 Loads	4/15/2025	45.00	\$0.00			\$0.00
Steel Credit- Lbs	4/15/2025	12,280.00	-\$0.03			-\$399.10
			Subtotal Materials:			-\$399.10
Daily Totals		Signatures for Approval				
Labor Total:	\$2,663.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work				
Equipment Total:	\$15,568.75					
Materials Cost:	-\$399.10					
Total Cost:	\$17,832.65	Owner Superintendent				
7 % Materials Markup:	\$0.00	Owner Project Manager				
Total Billed:	\$17,832.65	US SiteWork Superintendent				
		US SiteWork Project Manager	Blake Smith			



Date:	4/16/2025
Job Name:	241837 - Mandan Collins Ave Reservoir Replacement
Job Address:	908 Collins Ave, Mandan, ND
Project Manager:	Blake Smith
Owner:	City of Mandan

Describe Work:

Backfill hole from second tank back to existing grade.

Labor						
Name	Position	Date	Hours	Rate	Total	
Damian Jensen	Foreman	4/16/2025	8.0	\$121.00		\$968.00
Damian Jensen	Foreman- OT	4/16/2025	0.0	\$157.00		\$0.00
Jim Shores	Foreman/Operator	4/16/2025	8.0	\$121.00		\$968.00
Jim Shores	Foreman/Operator-OT	4/16/2025	0.0	\$157.00		\$0.00
Dale Doering	Operator	4/16/2025	8.0	\$119.00		\$952.00
Dale Doering	Operator-OT	4/16/2025	0.0	\$154.00		\$0.00
	Per Diem	4/15/2025	3.0	\$190.00		\$570.00
			Subtotal Labor:			\$3,458.00
Equipment						
Description	Date	Hours	Rate	Total		
Backhoe BH2603- 360 Komatsu	4/16/2025	8.0	\$170.00			\$1,360.00
Backhoe BH3051- 390 Komatsu	4/16/2025	-	\$250.00			\$0.00
Dozer DZ6800- Komatsu 61	4/16/2025	8.0	\$150.00			\$1,200.00
Backhoe Attachment BA0850- Demo Shear/Recycler	4/16/2025	-	\$165.00			\$0.00
Pickup	4/16/2025	8.0	\$30.00			\$240.00
Pickup	4/16/2025	-	\$30.00			\$0.00
Compactor CP0004- 66" Case	4/16/2025	8.0	\$185.00			\$1,480.00
			Subtotal Equipment:			\$4,280.00
Materials						
Description	Date	Quantity	Rate	Total		
Steel Credit- Lbs	4/16/2025	14,140.00	-\$0.03			-\$459.55
			Subtotal Materials:			-\$459.55
Daily Totals		Signatures for Approval				
Labor Total:	\$3,458.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work				
Equipment Total:	\$4,280.00					
Materials Cost:	-\$459.55					
Total Cost:	\$7,278.45	Owner Superintendent				
7 % Materials Markup:	\$0.00	US SiteWork Superintendent				
Total Billed:	\$7,278.45	US SiteWork Project Manager	Blake Smith			



Date: 4/7/2025 MOB
Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
Job Address: 908 Collins Ave, Mandan, ND
Project Manager: Blake Smith
Owner: City of Mandan

Describe Work:	Mobilize Backhoe Attachments for Demo (Shear/Recycler and Large Rented Hammer)
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Labor					
Name	Position	Date	Hours	Rate	Total
Jonathan Pedersen	Operator	4/7/2025	8.0	\$119.00	\$952.00
	Per Diem	4/7/2025	0.0	\$190.00	\$0.00
			Subtotal Labor:		\$952.00
Equipment					
Description	Date	Hours	Rate	Total	
Truck, Lowboy and Trailer	4/7/2025	8.0	\$180.00	\$1,440.00	
			Subtotal Equipment:		\$1,440.00
Materials					
Description	Date	Quantity	Rate	Total	
			Subtotal Materials:		\$0.00
Daily Totals		Signatures for Approval			
Labor Total:	\$952.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work			
Equipment Total:	\$1,440.00				
Materials Cost:	\$0.00	Owner Superintendent			
Total Cost:	\$2,392.00	Owner Project Manager			
7 % Materials Markup:	\$0.00	US SiteWork Superintendent			
Total Billed:	\$2,392.00	US SiteWork Project Manager		Blake Smith	

Additional Work Authorization Form

DEMOB



Date: 4/10/2025 DEMOB
 Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
 Job Address: 908 Collins Ave, Mandan, ND
 Project Manager: Blake Smith
 Owner: City of Mandan

Describe Work:

Demobilize Backhoe Attachments for Demo (Large Rented Hammer)

Labor					
Name	Position	Date	Hours	Rate	Total
Steve Grant	Operator	4/10/2025	8.0	\$119.00	\$952.00
	Per Diem	4/10/2025	0.0	\$190.00	\$0.00
Subtotal Labor:					\$952.00
Equipment					
Description	Date	Hours	Rate	Total	
Truck, Lowboy and Trailer	4/10/2025	8.0	\$180.00	\$1,440.00	
Subtotal Equipment:					\$1,440.00
Materials					
Description	Date	Quantity	Rate	Total	
Subtotal Materials:					\$0.00
Daily Totals			Signatures for Approval		
Labor Total:	\$952.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work			
Equipment Total:	\$1,440.00				
Materials Cost:	\$0.00				
Total Cost:	\$2,392.00				
7 % Materials Markup:	\$0.00	Owner Superintendent			
Total Billed:	\$2,392.00	Owner Project Manager			
		US SiteWork Superintendent			
		US SiteWork Project Manager	Blake Smith		



Date:	4/15/2025 DEMOB
Job Name:	241837 - Mandan Collins Ave Reservoir Replacement
Job Address:	908 Collins Ave, Mandan, ND
Project Manager:	Blake Smith
Owner:	City of Mandan

Describe Work:	Demobilize Backhoe Attachments for Demo (Shear/Recycler)
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Labor					
Name	Position	Date	Hours	Rate	Total
Steve Grant	Operator	4/15/2025	6.0	\$119.00	\$714.00
	Per Diem	4/15/2025	0.0	\$190.00	\$0.00
			Subtotal Labor:		\$714.00
Equipment					
Description	Date	Hours	Rate	Total	
Truck, Lowboy and Trailer	4/15/2025	6.0	\$180.00	\$1,080.00	
			Subtotal Equipment:		\$1,080.00
Materials					
Description	Date	Quantity	Rate	Total	
			Subtotal Materials:		\$0.00
Daily Totals		Signatures for Approval			
Labor Total:	\$714.00	On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work			
Equipment Total:	\$1,080.00				
Materials Cost:	\$0.00	Owner Superintendent			
Total Cost:	\$1,794.00	Owner Project Manager			
7 % Materials Markup:	\$0.00	US SiteWork Superintendent			
Total Billed:	\$1,794.00	US SiteWork Project Manager		Blake Smith	

Additional Work Authorization Form

RENTAL



Date: 4/4/25 to 4/10/25 RENTAL
 Job Name: 241837 - Mandan Collins Ave Reservoir Replacement
 Job Address: 908 Collins Ave, Mandan, ND
 Project Manager: Blake Smith
 Owner: City of Mandan
 Describe Work: Due to Unknown Conditions below grade, to ensure efficient demo to keep schedule best we could;
We had rented a large demo hammer. Never used it due to shear/recycler we own, was a better fit for what we found.
Returned after 1 week.

Labor					
Name	Position	Date	Hours	Rate	Total
					\$0.00
	Per Diem		0.0	\$190.00	\$0.00
				Subtotal Labor:	\$0.00
Equipment					
Description	Date	Hours	Rate	Total	
GH 15 Large Demo Hammer Rental- 1 Week (NO MARKUP)	4/4/2025	1.0	\$5,721.46		\$5,721.46
Invoice RA5097-001 from RMS (Komatsu Dealer)	4/10/2025				
				Subtotal Equipment:	\$5,721.46
Materials					
Description	Date	Quantity	Rate	Total	
				Subtotal Materials:	\$0.00
Daily Totals			Signatures for Approval		
Labor Total:	\$0.00	<i>On behalf of the contracting authority, I hereby agree with and authorize full payment of the additional work</i> Owner Superintendent Owner Project Manager US SiteWork Superintendent US SiteWork Project Manager			
Equipment Total:	\$5,721.46				
Materials Cost:	\$0.00				
Total Cost:	\$5,721.46				
7 % Materials Markup:	\$0.00				
Total Billed:	\$5,721.46	Blake Smith			



July 6, 2025

Matt Bradley, EIT
AE2S
1815 Schafer St.
Bismark, ND 58501

Subject: Collins Ave. Reservoir Project – Old tank foundation demolition – excavation credit

Matt,

This letter is a follow-up to the cost summary of old foundation demolition dated April 12, 2025. As a result of discussions over the last 6 weeks, the information below details the credit offered due to a portion of the proposed tank excavation completed as part of the old tank demolition that otherwise would have been paid under the original contract. The summary and details of the credit are as follows:

1. For clarity and cost tracking T&M rates were used in the credit calculation.
2. Buried tank footprint quantity inside original tank area is 2,920 CY
 - o For Excavation Crew
 - 2,920 CY at a production rate of 146 CY/HR, this would be easily attainable excavation production if bailing dirt (especially with a support dozer full time)= 20 HRs
 - Labor- Foreman/Operator, Operator (ST and OT included) and Per Diem @ 20 Hrs= \$5,844.00
 - Equipment- 360 Backhoe, 61 Dozer, Pickup @ 20 Hrs- \$7,000.00
 - **Total Credit (Deduct from Original Change)= \$12,844.00**
3. Trucking we cannot credit back, as we had originally had a home for the majority of the excess material, which fell through for us when the buried tank foundation issue came up and USSW lost out on that opportunity.

With the following credit applied, the revised cost for the old tank foundation removal is **\$135,104.28**. Our original request for pushing the milestone date for 9 working days is has not changed as a result of this credit.

I have attached the revised summary of costs detailing this amount.

Let me know if you have any questions or would like to discuss any of the above further.

Thank you

A handwritten signature in blue ink, appearing to read 'Marc Bliven', with a stylized flourish at the end.

Marc Bliven

Project Manager

Attachments: Summary of additional costs – 1 page

Mandan, ND - Collins Ave Reservoir Project

7/6/2025 REV1

Work Description: Demolition of old tank foundations**Work Dates : March 31, April 7-11, April 14-16, 9 days****Labor**

Description	Qty	Unit	Rate	Total
Orencio Zamarippa - Site Super	67	HR	\$ 135.00	\$ 9,045.00
Labor Total				\$ 9,045.00

	Qty	Unit	Rate	Total
Per diem	9	Day	\$ 125.00	\$ 1,125.00
Per Diem Total				\$ 1,125.00

<u>Material</u>	Qty	Unit	Rate	Total
Material Total				\$ -

<u>Equipment</u>	Qty	Unit	Rate	Total
Orencio - Vehicle allowance	9	Day	\$ 115.00	\$ 1,035.00
Equipment Total				\$ 1,035.00

<u>Rental</u>	Qty	Unit	Rate	Total
Rental Total				\$ -

<u>Sub</u>	Qty	Unit	Rate	Total
US Site Work (See attached)	1	LS	\$ 130,843.31	\$ 130,843.31
Partial Tank excvation credit	1	LS	\$ (12,844.00)	\$ (12,844.00)
Subcontractor Total				\$ 117,999.31

Sub-total \$ 129,204.31
Sub Markup 5% \$ 5,899.97

Total **\$ 135,104.28**



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 31, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Approving the Resolution Necessary for Storm Sewer Improvement District #33, project #2025-08, Project Control Number (PCN) 1008

STATEMENT/PURPOSE:

To create and approve resolutions related to Storm Sewer Improvement (SSI) District 33 and enter into an engineering service agreement with Mountain Plans LLC.

BACKGROUND/ALTERNATIVES:

The developer has petitioned the city to allow the special assessment of storm sewer costs to the benefiting properties for the development of the Shores at Lakewood Phase II. The Shores at Lakewood Phase II is located directly south of Mckenize Drive and east of the Heart River. This subdivision in a Planned Unit Development and a Development agreement has been reached between the city and TRX developers.

The engineering service agreement with Mountain Plains LLC is to complete the design of the above-ground infrastructure and perform construction oversight for the Storm Sewer Improvements.

ATTACHMENTS:

1. Shores Lakewood 2nd Resolution Creating SSI 33
2. Shores Lakewood 2nd Resolution Determining Sufficiency Of Petition SSI 33
3. Shores Lakewood 2nd Petition SSI 33
4. ShoresLakewood2ndAdd_FeasibilityReport_SSI-33_2025-08_20250730
5. ShoresLakewood2ndAdd_ResolutionApproving_EngineerReport_SSI-33_2025-08_20250730
6. Shores Lakewood 2nd SSI Cost Esitmate
7. Shores at Lakewood Phase 2 District Map PHASE 2
8. Shores at Lakewood 2nd Phase - SID City of Mandan Proposal

FISCAL IMPACT:

The estimated cost of the Storm Sewer Improvements is \$450,880. This cost will be paid for by the petitioning properties through special assessments. The estimated cost of the engineering service agreement is \$41,750. These costs will also be assessed back to the Storm Sewer Improvement district #33.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolutions creating Storm Sewer Improvement district 33.

SUGGESTED MOTION:

I move to approve the resolutions creating Storm Sewer Improvement district 33, determining the sufficiency of the petition, approving the Engineers report and the feasibility report. I also move to enter into an engineering service agreement with Mountain Plains LLC.

**RESOLUTION CREATING
STORM SEWER IMPROVEMENT DISTRICT No. 33
Project No. 2025-08**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. There is hereby created Storm Sewer Improvement District No. 33 (the “District”)(Project# 2025-08) of the City of Mandan for the purpose of making an improvement project of the type specified in Section 40-22-01(2), N.D.C.C., to improve those parts of the municipal street system listed below. The improvement to said streets within this improvement district shall include, but not be limited to, Clear Creek Lane SE, Clear Creek Loop SE, and Oxbow Trail SE, and includes storm sewer facilities and related work.

2. Consultation with respect thereto having been had with the City Engineer, as to the property to be benefitted by said improvement project and the most practical size, form and location of said District, said District shall include all the lots, tracts and parcels of land lying within the City of Mandan and its additions within the following boundary lines: namely:

The following lots and blocks are included in said District:

Shores at Lakewood 2nd Addition: Lots 1-63, Block 1, Lots 1-54, Block 2 & Lots 1-3, Block 3

Lakewood 6th Addition: Lot 2, Block 3

Shores at Lakewood 3rd and 4th Additions (for portions of Improvements on Oxbow Trail SE)

Tracts of land being part of Shores at Lakewood 2nd Addition of the City of Mandan, North Dakota. Also including Shores at Lakewood 3rd and 4th Additions to the City of Mandan.

3. Pursuant to section 40-22-10 of the North Dakota Century Code, the City Engineer is hereby authorized and directed to prepare a report as to the general nature, purpose and feasibility of the proposed improvement and an estimate of the probable cost of the improvement.

4. This resolution shall be in full force and effect from and after its passage.

President, Board of City Commissioners

ATTEST:

City Administrator

Date of Passage: August 5th, 2025

**RESOLUTION DETERMINING SUFFICIENCY OF FORMS OF PETITION,
WAIVER AND CONSENT TO ASSESSMENT FOR STORM SEWER IMPROVEMENT
DISTRICT No. 33**

BE IT RESOLVED, By the Board of City Commissioners of Mandan, North Dakota:

1. The City having received and filed executed written forms of Petition, Waiver and Consent to Assessment executed by TRX Developers, LLC, the owners of a majority of property area, for the improvement in and for Storm Sewer Improvement District No. 33, Project No. 2025-08 ("the District"), and true and correct copies of said executed forms being attached hereto, it is hereby determined that said forms are signed by the owners of a majority of the area of property included within the District.

2. This Board is authorized to cause the improvement in and for the District to be made, and to levy and collect assessments therefore.

Dated this 5th day of August, 2025

President, Board of City Commissioners

ATTEST:

City Administrator

PETITION FOR STORM SEWER BY SPECIAL ASSESSMENT

DATE: July 30th, 2025

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

The undersigned owners of property liable to be assessed for the improvement respectively petition your Honorable Board to have storm sewer and sanitary sewer by special assessment completed on:

DESCRIPTION OF RIGHT OF WAY:

1. Clear Creek Loop SE – from the north line of Lot 35 Block 2 to the south line of Lot 36 Block 2 of Shores at Lakewood 2nd Addition and the north line of Lot 34 Block 2 to the west line of Lot 1 Block 2 of Shores at Lakewood 2nd Addition.
2. Clear Creek Lane – from the north line of Lot 1 Block 1 to the south line of Lot 63 Block 1 of Shores at Lakewood 2nd Addition.
3. Oxbow Trail SE – from the north line of Lot 2 Block 3 of Lakewood 6th Addition to approximately 100-ft west of the Clear Creek Lane intersection.

It is agreed that the necessary permanent storm sewer improvements be completed in conjunction with water and sewer services. 100% of the engineering and construction cost of said permanent storm sewer improvements shall be assessed to or other funding arrangements made by the benefited properties according to the Current Development Costs policy. It is agreed that 100% of any temporary street improvements shall be prepaid by the benefitted petitioned properties.

It is agreed that the engineering and storm sewer cost of Oxbow Trail SE shall be assessed to the entire Shores at Lakewood master plan, less Shores Addition (first addition), to the properties of all of Shores at Lakewood 2nd, 3rd, and 4th Additions.

SIGNATURES (Property Owner/s)

Arthur Goldammer

TRX Developers, LLC
Arthur Goldammer
3100 N 14th Street
Bismarck, ND 58503

PROPERTY DESCRIPTION

Shores at Lakewood 2nd Addition
Lots 1-63, Block 1
Lots 1-54, Block 2
Lots 1-3, Block 3

Lakewood 6th Addition
Lot 2, Block 3

**FEASIBILITY AND EVALUATION OF IMPROVEMENTS
FOR STORM SEWER IMPROVEMENT DISTRICT No. 33, PROJECT #2025-08**

1.) General Nature of Project

The District has been created to allow for storm sewer improvements on streets Clear Creek Loop SE, Clear Creek Lane SE, and Oxbow Trail SE. Installation of new storm sewer & related facilities, will take place with this project, which is to run concurrent with WPSP-2025-07.

2.) Location of Proposed Construction

The proposed construction will take place within Shores at Lakewood 2nd Addition (Phase 2) on streets Clear Creek Loop SE, Clear Creek Lane SE, and Oxbow Trail SE.

3.) Environmental Impact

It is anticipated that there will be some dirt, noise and pollutants during the construction period as a result of the use of the necessary equipment. There will also be some surplus or waste construction materials that will need to be disposed of by the contractor at his or her expense. The contractors will be responsible for leaving the area in an attractive and neat condition. Sensitivity to contaminants from construction will be addressed with the contractor of the job as part of the storm water management permitting procedures.

4.) Feasibility of Project

In the opinion of the undersigned this project is feasible and needed throughout the indicated area as new development spreads in this area.

5.) Estimates of Costs

Attached is a map showing the area and district boundary. The construction costs are estimated at \$375,734. Consulting Civil Engineering costs estimated at \$37,573. Other costs of making the improvement including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; publication of legal notices printing of warrants; and all expenses incurred in the making of the improvement and levy of assessments therefore are estimated at \$37,573. The total cost for the improvement is estimated at \$450,880.

Dated this 5th day of August, 2025

Jarek Wigness, PE
City Engineer

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN STORM SEWER IMPROVEMENT DISTRICT NO. 33**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Storm Sewer Improvement District No. 33 (Project # 2025-08), as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a. Construction costs: \$375,734

a. Consulting Engineering and Oversight costs: \$37,573

b. Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor: \$37,573

c. Total estimated costs of the improvement: \$450,880

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

4. This resolution shall be in full force and effect from and after its passage.

Dated this 5th day of August, 2025

President, Board of City Commissioners

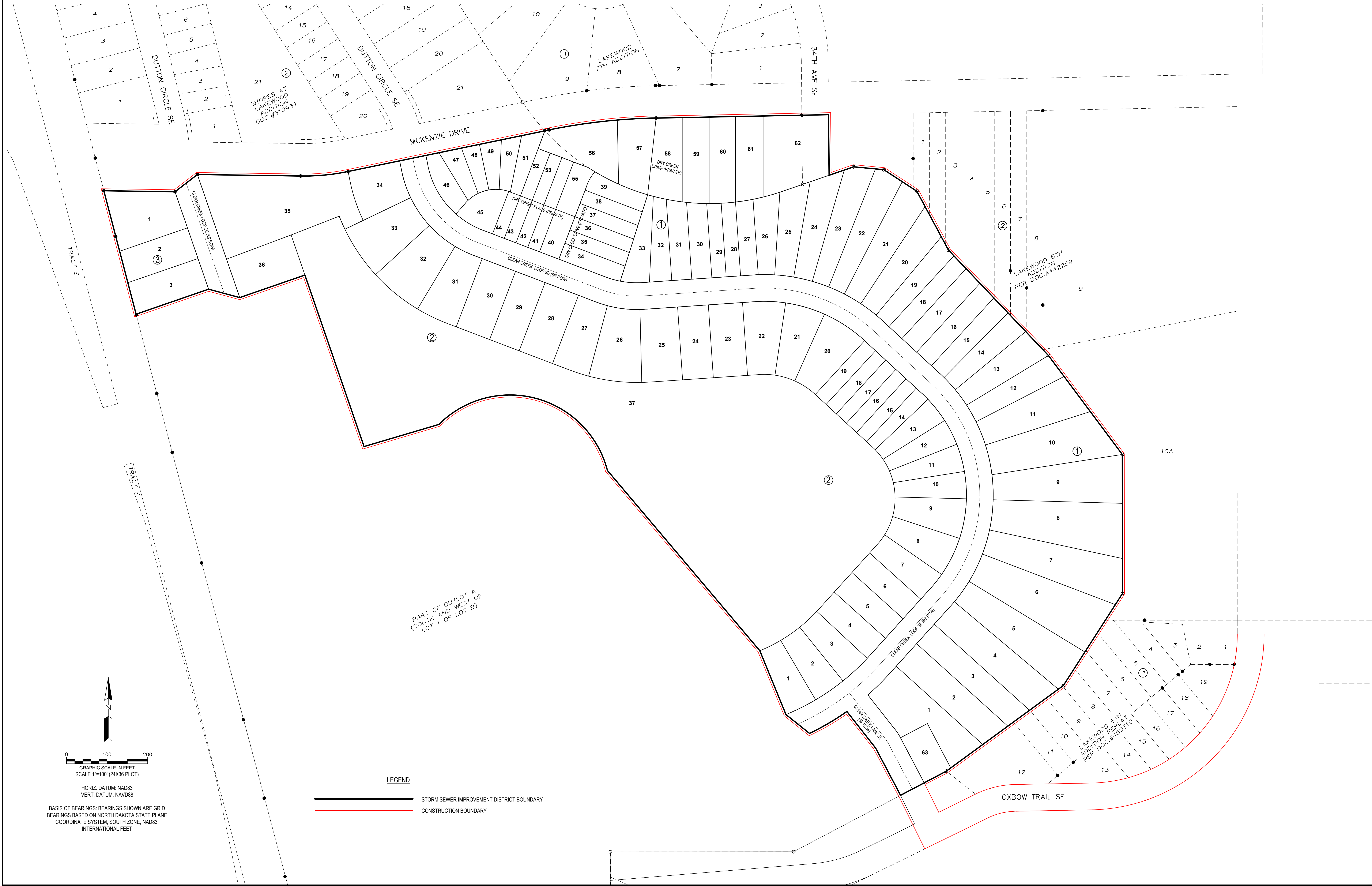
ATTEST:

City Administrator

Shores at Lakewood Phase 2 Storm Sewer Improvement Plans

Spec	Code	Description	Unit	Quantity	Unit Price	Ext. Price
802	4.1	18" HDPE STORM SEWER PIPE	LF	649	\$ 56.50	\$ 36,668.50
802	4.2	24" HDPE STORM SEWER PIPE	LF	341	\$ 75.00	\$ 25,575.00
802	4.3	30" HDPE STORM SEWER PIPE	LF	650	\$ 105.00	\$ 68,250.00
802	4.52	24" CONCRETE FLARED END SECTION	EA	4	\$ 3,500.00	\$ 14,000.00
802	4.53	30" CONCRETE FLARED END SECTION	EA	1	\$ 5,000.00	\$ 5,000.00
802	4.90	STORM SEWER BEDDING MATERIAL	TON	680	\$ 20.50	\$ 13,940.00
1205	4.8	24"X72" RECTANGULAR CATCH BASIN	EA	14	\$ 5,200.00	\$ 72,800.00
1205	4.11	48" CONCRETE STORM MANHOLE	EA	5	\$ 10,500.00	\$ 52,500.00
1205	4.12	60" CONCRETE STORM MANHOLE	EA	6	\$ 14,000.00	\$ 84,000.00
1212	4L	ROAD CLOSED TYPE III BARRICADES	EA	6	\$ 500.00	\$ 3,000.00
					SUBTOTAL	\$ 375,734
					10% CONTINGENCY	\$ 37,573
					10% DESIGN AND CONSTRUCTION ENGINEERING	\$ 37,573
					TOTAL	\$ 450,880

SSI 33



LEGEND

- STORM SEWER IMPROVEMENT DISTRICT BOUNDARY
- CONSTRUCTION BOUNDARY

GRAPHIC SCALE IN FEET
SCALE 1"=100' (24X36 PLOT)

HORIZ. DATUM: NAD83
VERT. DATUM: NAVD88

BASIS OF BEARINGS: BEARINGS SHOWN ARE GRID
BEARINGS BASED ON NORTH DAKOTA STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE, NAD83,
INTERNATIONAL FEET



5 August 2025

Mr. Jarek Wigness, PE
City Engineer
City of Mandan
205 Second Avenue NW
Mandan, North Dakota 58554

Sent Electronically: jarek.wigness@cityofmandan.com

**RE: Proposal for Civil Engineering & Land Surveying Services
Shores at Lakewood 2nd Phase**

Dear Mr. Jarek Wigness, PE:

In accordance with the petitioned special assessment districts by TRX Developers, LLC (Arthur Goldammer) for streets, and storm sewer improvements, to the Mandan City Commission (Owner), Mountain Plains, LLC (MP) is pleased to submit proposal for professional services for the proposed project.

This project will consist of design and construction of city streets, lighting, boulevards, and city storm sewer infrastructure. MP will complete the design and construction engineering for this project, consisting of design services, construction staking, construction inspection, construction engineering and administration, and construction closeout of the project. The project will begin at the east intersection of Clear Creek Loop and McKenzie Drive SE, south to Clear Creek Lane, entirety of Clear Creek Lane, the intersection of Clear Creek Lane and Oxbow Trail SE to Lilian Court SE, and the west intersection of Clear Creek Loop and McKenzie Drive SE to the south end of Block 3 of Shores at Lakewood 2nd Addition. Mountain Plains will provide experienced staff to perform the services in a competent and professional manner as described in the attached "Exhibit I" ("Services"). The attached General Terms and Conditions shall apply to providing these Services. This project will be managed for Mountain Plains by **Nick W. Nustad, PE** from the Bismarck, North Dakota office.

1. Compensation

The City of Mandan agrees to pay Mountain Plains a **Time & Material, Estimated Fee of \$20,540.00 for Task Item 1 (Civil Design Services), and a Time & Material, Estimated Fee of \$21,165.00 for Task Item 2 (Construction Services)** for the Services. The City of Mandan will not be required to directly reimburse Mountain Plains, beyond the proposed fee, for regular, anticipated expenses, such as printing, reproductions, travel, and lodging required to provide the Services. These expenses are reflected in the proposed fee.

Should additional services outside the scope described in Exhibit I be requested and approved by the City of Mandan, those additional services will be billed at a mutually agreed fee or at Mountain Plains' time and material rates.



Mountain Plains shall bill the City of Mandan on a task complete or percent of task progress and shall provide any reports, invoices and records which may reasonably be required and requested by the City of Mandan. All invoices shall be submitted to the City of Mandan's representative for prompt payment. The City of Mandan shall make payment on the basis of properly itemized and documented invoices within 30 days after receipt of the invoice.

2. Responsibilities

Mountain Plains shall be and remain liable in accordance with applicable law for damages to the City of Mandan caused by Mountain Plains' negligent performance of Services furnished under this Agreement except for errors, omissions, or other deficiencies to the extent attributable to City of Mandan, or any third party. Mountain Plains shall not be responsible for any time delays in the project caused by circumstances beyond Mountain Plains' control. The City of Mandan shall be responsible for all permits, approvals, and licenses (except business and professional licenses of Mountain Plains) required.

3. Changes

The City of Mandan may, at any time by written order, make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in cost of or time required for performance of any of the Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. Any claim of Mountain Plains for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Mountain Plains of the notification of change unless the City of Mandan grants a greater length of time before the date of final payment under this Agreement.

4. Standard of Care

Mountain Plains shall exercise the same care, skill, and diligence normally provided by a professional working under the same or similar circumstances in the same or a similar geographic location in the performance of the Services.

5. Indemnification

Mountain Plains and the City of Mandan agree to mutually indemnify each other in accordance with the attached General Terms and Conditions.

Thank you for this opportunity to propose our services to you for this project. We look forward to working with you on it. Please do not hesitate to contact us with any questions you have about this proposal.

Mountain Plains, LLC

City of Mandan

Authorized Agent Signature

Authorized Agent Signature

Jay Crowley

Printed Name

Printed Name

Business Manager

Title

Title

EXHIBIT I
SCOPE OF SERVICES



Services as described below will be managed by Mountain Plains LLC project manager Nick W. Nustad, PE. The subject property is located in southeast Mandan, North Dakota, Morton County PINs 656110785, 655511360, and 655511352. The anticipated work schedule is based on the scope below. Mountain Plains reserves the right to seek additional compensation should the City of Mandan request additional work not listed in the scope below. Additional charges, if applicable, will be coordinated with the City of Mandan prior to work being complete where said charges would apply.

1. Civil Design Services – \$20,540.00

a. Street Plans for City Approval - \$17,340.00

Develop Civil plans based on the approved Final Plat. Project plans to utilize and reference City of Mandan Standard Specifications and Details

i. Special Assessment Plans

1. Design, Analysis, and Review
2. Civil Plans for Special Assessment
 - a. Title Sheet, Project Scope, Notes, & Quantities
 - b. Standard Details & Typical Sections
 - c. Site Layout, Paving, Fence Screening & Landscaping
 - d. Street Lighting
3. Prepare bid documents
 - a. Advertisement
 - b. Site Location Map
 - c. Notice of Award
 - d. Petition
 - e. Engineer's Estimate
 - f. City of Mandan Standard Specifications
4. Prepare contract documents

b. Site Storm Water Pollution and Prevention Plan (SWPPP) - \$1,200.00

- i. Create a site-specific SWPPP for submittal by the Contractor to the North Dakota Department of Health (NDDoH) and implementation during and after construction activities.

c. City, & Jurisdictional Entity Coordination - \$2,000.00

- i. City of Mandan coordination & weekly update meetings
- ii. City coordination with Mandan engineering & public works departments
- iii. Attend bid meetings with city staff
- iv. DTM Model of Site Grading (provided to Contractor upon request)

2. Construction Services – \$21,165.00 (Estimate)

a. Construction Surveying – \$8,930.00

i. Storm Sewer Special Assessment Construction Surveying

1. Provide construction staking and layout services for the General Contractor and/or Subcontractors for surface and underground improvements as shown within the Plans provided for this project.
2. Fee includes providing cut and offset stakes for Storm Sewer
 - a. Offset stakes for underground infrastructure (Storm) includes stakes every 50-LF of pipe, double offsets at structures.

3. Fee accounts 30 for hours of a 2-person survey crew, plus office-prep time and coordination with the licensed Professional Land Surveyor and Professional Engineer.
- b. Construction Administration – \$3,740.00
 - i. *Storm Sewer Special Assessment Construction Administration*
 1. Provide documentation and record keeping services of project quantities for the Owner/Developer to ensure the project quantities remain within the scope of the project.
 2. Record Drawings
 3. 11-month warranty walkthrough & punch list
 4. Fee accounts for 10 hours of Licensed Professional Engineer time and 5 hours of Engineering Technician time.
 - c. Construction Observation – \$8,495.00
 - i. *Storm Sewer Special Assessment Construction Observation*
 1. Provide observation & documentation services for the Owner/Developer to ensure the project is constructed within compliance of the Plans and Specifications for the project.
 2. Fee accounts for 15 hours of Licensed Professional Engineer time and 20 hours of Engineering Technician time.
3. **Proposed Timeline**
 - a. Mountain Plains' receipt of this fully-executed agreement will constitute notice-to-proceed unless City of Mandan specifies, in writing, a different date later than the date of executing this agreement
 - b. Mountain Plains will coordinate work efforts with the City of Mandan to meet deadlines and milestones as they occur throughout the project duration.

GENERAL TERMS AND CONDITIONS

Article 1 – Our Agreement:

1.1 Our agreement with you consists of these General Terms and Conditions and the accompanying proposal (Agreement). This Agreement is our entire Agreement and supersedes all prior agreements, whether verbal or written, for the associated project. This Agreement may be modified only in writing signed by us. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement.

1.2 The words “you” and “your” refer to Client and include officers, employees, and subcontractors.

1.3 The words “we,” “us,” and “our” refer either to Mountain Plains or to Mountain Plains and Client collectively and include officers, employees, and subcontractors.

1.2 Any conflicting or additional terms in any purchase order, work order, or other form or document used to authorize our services, if such instrument(s) exist(s), are not part of our Agreement unless we specifically accept them in writing. These terms and conditions, as given herein, supersede any conflicting terms in purchase orders, work orders, or other forms, documents, or instruments used to authorize our services unless we expressly agree, in writing, to the contrary.

Article 2 – Our Responsibilities

2.1 We will provide the services specifically described in our Agreement. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our services, we will use that degree of care and skill ordinarily exercised by reputable members of our profession practicing under similar circumstances in the same locality at the same time.

2.3 Our duties do not include supervising your contractors or your other consultants, or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors or your other consultants to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

Article 3 – Your Responsibilities

3.1 You agree to provide us with all site and/or project information and data to which you have access which may affect our services. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans, drawings, reports, or other documents you furnished to us.

3.2 You will provide us access to the site. In the course of our work some damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site but we will not be responsible for reasonable or normal damage.

3.3 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Article 4 – Work Products and Records

4.1 Our work products, reports, notes, calculations, digital files, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our work products to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

4.2 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control until acceptable payment has been made in full to us.

4.3 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of delivery of the date we deliver the work product, you give us written direction to store or transfer the materials at your expense.

Article 5 – Compensation

5.1 You will pay for services as agreed upon or according to our then current Standard Rate Schedule if there is no other written agreement as to price. You agree to pay all sales taxes and other taxes based on your payment of our compensation.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or causes delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation

Article 6 – Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to; a meeting(s) attended by each party’s representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the proceeds from available insurance.

6.4 You agree to indemnify and defend us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.5 The prevailing party in any action relating to this agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.6 The laws of the state of North Dakota will govern all disputes. Each of us waives trial by jury

Article 7 – General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Article 8 – Miscellaneous Provisions

8.1 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.2 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.3 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.4 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 31, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Approve plans and specification to be constructed under a 3-way agreement with TRX developers LLC

STATEMENT/PURPOSE:

To approve plans and specifications for the construction of a sanitary sewer, sanitary lift station and water main.

BACKGROUND/ALTERNATIVES:

The Shores at Lakewood development is located in southeast Mandan, directly south of Mckenize Drive and east of the Heart River. The engineering and public works departments have reviewed the plans and specifications. The water and sewer improvements that would be made under this 3-way agreement are listed in the development agreement and are represented in the Capital Improvement Plan (CIP). The finalized agreement would be brought back to the commission after a contractor has been selected.

ATTACHMENTS:

1. Shores Lakewood 2nd Petition for 3-way Agreement
2. Shores Lakewood 2nd Resolution Approving Plans & Specs for 3-way agreement

FISCAL IMPACT:

There is no fiscal impact related to this agenda item, as the improvements are funded by developer.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

RECOMMENDATION:

To approve the resolution approving plans and specifications for the 3-way agreement for Shores at Lakewood Phase II.

SUGGESTED MOTION:

I move to approve the resolution approving plans and specifications for the 3-way agreement for Shores at Lakewood Phase II.

PETITION FOR SANITARY SEWER AND WATERMAIN BY 3-WAY CONTRACT

DATE: July 30th, 2025

To the Honorable Board of City Commissioners
Mandan, North Dakota

Commissioners:

The undersigned owners of property respectively petition your Honorable Board to have sanitary sewer, sanitary lift station, and watermain improvements constructed with a 3-Way Agreement. A Certified Bank Verification of Credit Availability, will be provided prior to execution of a 3-Way Agreement, of sufficient & available amount of funds to cover the cost of improvements plus engineering services. I further agree to complete the rough grading of the right of way easement prior to sewer and water construction.

DESCRIPTION OF RIGHT OF WAY:

1. Clear Creek Loop SE – from the north line of Lot 35 Block 2 to the south line of Lot 36 Block 2 of Shores at Lakewood 2nd Addition and the north line of Lot 34 Block 2 to the west line of Lot 1 Block 2 of Shores at Lakewood 2nd Addition.
2. Clear Creek Lane – from the north line of Lot 1 Block 1 to the south line of Lot 63 Block 1 of Shores at Lakewood 2nd Addition.
3. Oxbow Trail SE – from the north line of Lot 2 Block 3 of Lakewood 6th Addition to approximately 100-ft west of the Clear Creek Lane intersection.

SIGNATURES (Property Owner/s)

Arthur Goldammer

TRX Developers, LLC
Arthur Goldammer
3100 N 14th Street
Bismarck, ND 58503

PROPERTY DESCRIPTION

Shores at Lakewood 2nd Addition
Lots 1-63, Block 1
Lots 1-36, Block 2
Lots 1-3, Block 3

Lakewood 6th Addition
Lot 2, Block 3

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
WATER AND SANITARY SEWER PROJECT (WPSP_2025-07)**
(Shores at Lakewood 2nd Addition)

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan,
North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project Water and Sanitary Sewer Improvement Project # 2025-07 of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 5th day of August, 2025

President, Board of City Commissioners

ATTEST:

City Administrator



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 31, 2025
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Bid Advertisement for SSI 33 and the 3-way agreement for Shores at Lakewood Phase II

STATEMENT/PURPOSE:

To advertise a joint project for bid, combining the storm sewer and 3-way improvements into one bid package

BACKGROUND/ALTERNATIVES:

The Shores at Lakewood Phase II is located directly south of Mckenize Drive and east of the Heart River. In the past, the 3-way agreement would be fully constructed prior to the street and the storm improvements. The proposed plan for this project is to bid the 3-way agreement and the storm sewer improvement at the same time. The goal of bidding these projects at the same time is to minimize disturbance to the ground and reduce contractor mobilization costs.

ATTACHMENTS:

1. Shores Lakewood 2nd Bid Advertise SSI 33 & 3-Way agreement for Shores at Lakewood

FISCAL IMPACT:

The city will special assess all costs associated with SSI 33 to the special assessment district. 100% of the 3-way agreements costs will be paid for by the developer. The city will take ownership of the sanitary sewer, lift station and water mains post construction.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

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

City Commission

Agenda Documentation

August 5, 2025

Subject: Consider bid advertisement for Storm Sewer Improvement (SSI) 33 and 3-way agreement related to Shores at Lakewood Phase II

Page 2 of 2

RECOMMENDATION:

To approve the resolution directing advertisement for bids for the Storm Sewer Improvement District 33 and 3-way Agreement

SUGGESTED MOTION:

I move to approve the resolution directing advertisement for bids for the Storm Sewer Improvement District 33 and 3-way Agreement

ADVERTISEMENT

The Mandan City Commission will receive bids for the construction of Storm Sewers and related items in Storm Sewer Improvement District #33, Project (SSI-33_2025-08) and Watermains, Sanitary Sewers, Lift Station, and related items in Water & Sanitary Sewer Project (WPSP_2025-07). Such work is to be completed according to the schedule, plans, and specifications on file in the Office of the City Administrator. All bids will be submitted electronically using QuestCDN's vBid. All bids are due by 1:00 p.m., Thursday August 28th, 2025. Bids will be virtually opened at 2:00 p.m., Thursday August 28th, 2025.

Prior to submitting a bid, digital project documents must be downloaded from www.QuestCDN.com for a \$40.00 payment. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading digital project information, and electronic bidding. Digital documents are available for download by inputting Quest project #9809468 on the website's project search page. An optional paper set of plans and specifications is available for a nonrefundable price of \$250.00 per set, which includes applicable sales tax and shipping, from the Mandan Engineering Department. Digital download and bidding through QuestCDN is still required. Bidding requires a separate \$42.00 payment to QuestCDN.com.

The contractor shall upload a copy of his license or renewal thereof, pursuant to Section 43-07-12 of the North Dakota Century Code, as amended, through QuestCDN.

The contractor shall upload a copy of his bidder's bond in the amount of five percent (5%) of the amount of the bid as required by Section 48-01.2, North Dakota Century Code, as amended, and executed as provided by law, through QuestCDN. The bid bond shall be conditioned that if the principal's bid is accepted and a contract is awarded, the principal shall execute the contract within ten days of receipt of the notice of award.

Per North Dakota Century Code 48-01.2-06, bidding thresholds require separate prime bids for electric and general contracts for the lift station. A contractor may submit a bid(s) for the general scope only, the electrical scope only, or both. Multiple prime contract(s) may be awarded. All prime bids will be subject to all NDCC bidding requirements.

The project contains three bid schedules. The basis of award shall be the lowest and best bid for the first two bid schedules together as selected by the City, and the basis of award for the third bid schedule shall be the lowest and best bid on its own, as selected by the City. Bidders should be aware that there is no guarantee that all or any schedules will be awarded and balance their bids accordingly.

The contract(s) will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

Bids shall be made on the basis of cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the City Commission.

The City Commission reserves the right to hold all bids for a period of thirty (30) days after the date fixed for the opening, reject any or all bids, and to waive irregularities whenever it is for the best interest of the City.

Work shall consist of approximately 4396 LF of watermain, 2387 LF of water service line, 3198 LF of sanitary sewer, 1083 LF of sanitary forcemain, 2349 LF of sanitary service lines, 18 sanitary manholes, 1 dual chamber sanitary lift station, 1640 LF of storm sewer, 11 storm manholes, 14 inlets, and related items.

Questions during bidding should be directed to the Mountain Plains, LLC Bismarck office, Nick Nustad at (701) 955-3122.

The City of Mandan is committed to providing non-discriminatory service. No person shall, on the basis of a person's nation origin, race, color, disability, sex, age and/or income status, be excluded from participation or be subjected to discrimination or harassment by the City of Mandan or any of its locations.

The City of Mandan will consider every request for reasonable accommodation to provide:

- an accessible meeting facility or other accommodation for people with disabilities,
- language interpretation for people with limited English proficiency (LEP), and
- translations of written material necessary to access City of Mandan programs and information.

Appropriate provisions will be considered when the City of Mandan is notified at least 10 days prior to the meeting date or the date the written material translation is needed.

To request accommodations, contact the City of Mandan Title VI and ADA Coordinator, at 701-667-3275. TTY users may use Relay North Dakota at 711 or 1-800-366-6888.

CITY OF MANDAN

Jim Neubauer
City Administrator

Publication Dates: August 8th & August 15th, 2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 23, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Second Consideration of Ordinance 1469 related to sales tax

STATEMENT/PURPOSE:

To consider Ordinance 1469 related to the recently passed 1/2 cent sales tax to include the option to pay for police and fire positions added on or after Jan. 1, 2025.

BACKGROUND/ALTERNATIVES:

In June 2024, voters approved a ½ cent city sales tax. Of that amount, 3/10ths was specifically designated for public safety equipment (police and fire), vehicles, and City Hall accessibility improvements.

Recently, the City Commission approved the submittal of a federal grant application to fund six new firefighter positions. This grant includes a local match requirement and, eventually, the full funding of these positions must transition to local sources.

Due to recent changes in North Dakota law affecting the use of property tax revenue, the necessary local match funding cannot come from property taxes. As a result, staff recommends the use of the public safety portion of the sales tax to meet these match requirements.

To enable this use, an amendment to the original sales tax initiative is proposed. This amendment would authorize the sales tax funds to be used for staffing costs related to new sworn police officer and career fire positions created on or after January 1, 2025.

If successfully amended, in addition to the already permitted expenditures, these funds would then be available to help offset personnel expenses.

This approach has been discussed at multiple long-range financial planning meetings and aligns with the city's ongoing commitment to public safety and fiscal responsibility.

Subject: Second and final consideration of Ordinance 1469, an ordinance to amend and re-enact section 22-2-2 of the Mandan Code of Ordinances, relating to city sales, use and gross receipts tax under the Home Rule Charter of the City of Mandan
Page 2 of 2

ATTACHMENTS:

1. Ordinance 1469

FISCAL IMPACT:

The public safety and city hall accessibility portion is estimated to generate \$1.2M annually. How these funds will be directed will be determined annually, in accordance with the amended language and the City's budget.

STAFF IMPACT:

Implementation of the ordinance will be minimal.

LEGAL REVIEW:

City Attorney Oster has drafted the amendment.

RECOMMENDATION:

I recommend the approval of Ordinance 1469.

SUGGESTED MOTION:

I move to approve Ordinance 1469.

ORDINANCE NO. 1469

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 22-2-2 OF THE MANDAN CODE OF ORDINANCES, RELATING TO CITY SALES, USE, AND GROSS RECEIPTS TAX UNDER THE HOME RULE CHARTER OF THE CITY OF MANDAN.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

Sec. 22-2-2. - Sales Tax Imposed.

- (a) There is imposed a tax of one percent upon the gross receipts of retailers from all sales at retail, including the leasing and renting of tangible personal property, within the corporate limits of the city, of those items subject to taxation under N.D.C.C. ch. 57-39.2.
- (b) There is imposed an additional tax of three-fourths percent upon the gross receipts of retailers from all sales at retail, including the leasing and renting of tangible personal property, within the corporate limits of the city, of those items subject to taxation under N.D.C.C. ch. 57-39.2, until such time as bonds for the construction of certain Park District improvements, subject of a June 9, 2015 special election are paid in full, at which time the additional tax of three-fourths percent shall terminate.
- (c) There is imposed an additional retail sales, use, and gross receipts tax of no more than one-half percent from and after January 1, 2025 of those gross receipts taxed pursuant to Chapters 57-39.2, 57-39.4, 57-40.2, 57-39.5, and 57-39.6, N.D.C.C.
 - 1. The proceeds of this one-half cent city sales, use, and gross receipts tax shall be dedicated only to public safety and public transportation needs in the following proportions:
 - a. Three-tenths of a cent dedicated to public safety: specifically, costs associated with the building of police and fire stations, the acquisition of police and fire emergency vehicles, sworn police officer and career firefighter personnel positions created on or after January 1, 2025, and city hall accessibility needs.
 - b. Two-tenths of a cent dedicated to public transportation needs: specifically, costs associated with providing reliable service for disabled, elderly, and socio-economically challenged residents.

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: July 15, 2025

Second Consideration: August 5, 2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 23, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider a resolution to renew Mandan's Renaissance Zone

STATEMENT/PURPOSE:

To consider a resolution to renew Mandan's Renaissance Zone

BACKGROUND/ALTERNATIVES:

Mandan received state approval for its Renaissance Zone in 2005. The program capitalizes on existing infrastructure by encouraging investment in the central city or other areas with existing buildings that need to be revitalized to attract businesses and residents. The program is 20 years in length with an option to extend for ten years. Considerable progress has occurred with significant projects by a variety of developers helping to elevate the image of downtown Mandan, but much work remains. The community is seeking to extend the duration of its Renaissance Zone by another ten years, through 2035 for most blocks, to achieve the vision and goals for the area. Mandan's deadline to renew is Aug. 31, 2025.

Renewal of Mandan's Renaissance Zone requires updating Mandan's development plan, including goals and criteria for eligibility. Eligible blocks can include commercial and residential properties. Applicants meeting a minimum threshold for investment in building improvements and other criteria can receive up to a 100% five-year property tax exemption and a 100% five-year state income tax exemption.

Steps leading up to this public hearing and the City Commission decision-making process included:

- Seeking letters of support from the Mandan School Board and the Morton County Commission, both of which are required for state approval.
- Outreach to the Mandan Parks District.

- A Notice of Public Hearing was published in the Mandan News on July 25 and August 1, 2025.
- A Notice for Public Hearing on Renaissance Zone Extension for Aug. 5, 2025 was posted in the Legal Notices on the City of Mandan website.

ATTACHMENTS:

1. RESOLUTION Mandan Renaissance Zone

FISCAL IMPACT:

The Renaissance Zone program has been an important tool for the revitalization of properties along Main Street and in the downtown area since its establishment in 2005. The benefit of owning or buying a property in a Renaissance Zone in any North Dakota approved city is the possibility of tax exemptions for qualifying investments in purchase with improvement, rehabilitation or new construction of commercial and residential properties. Qualifying projects may receive up to a 100% 5- year property tax exemption and a 100% 5-year state income tax exemption.

- The Renaissance Zone program encouraged private investment in the zone. Between 2005 and 2025, a total of 97 projects have been completed, adding \$30,015,448 in documented private investment in the downtown and Main Street area.
- The value of beginning assessments on projects, from 2005 to present, totaled to \$9.9 million, and the value of new assessments on completed projects from 2005 to 2024 increased to a total of \$28.6 million. The average new assessed property value increased by approximately 109.08% from 2005 to 2024.
- The value of properties subject to a Renaissance Zone project grew from \$6.9 million in 2005 to \$30.0 million in 2019. This is a 434% increase or 31% average annual growth. That is 1.6 times higher than the growth rate of the non-project properties.
- On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within two years and three months after the property re-enters the tax rolls.
- Completed Renaissance Zone projects between 2005 and present have resulted in 12 retained, 25 expanded and 21 new businesses.
- The Renaissance Zone program has reduced blight and deteriorated conditions. Several prominent new construction and rehabilitation Renaissance Zone projects have involved the removal of serious blighted conditions that were imposing a negative effect on surrounding properties and the Renaissance Zone as a whole.

STAFF IMPACT:

The Business Development and Communications Department manages the Renaissance Zone program and devotes considerable time to processing applications, finalizing projects and remaining compliant with state reporting requirements.

LEGAL REVIEW:

1) A legal notice regarding the public hearing appeared in the *Mandan News* on July 25 and August 1, 2025. 2) The development plan update ultimately requires approval by the N.D. Commerce Department – Division of Community Services. As evidence of local commitment, there's a requirement for resolution from the city indicating that it will approve the tax exemptions and credits provided for in the Renaissance Zone Act. 3) Attorney Oster has reviewed the proposed program update and resolution.

RECOMMENDATION:

The Mandan Renaissance Zone Committee voted 6-0 (1 absent) to recommend approval of the application to renew the Mandan Renaissance Zone program with an updated development plan that includes a ten-year extension.

SUGGESTED MOTION:

I move to approve the application to renew the Mandan Renaissance Zone program with an update of the development plan and also to approve the resolution for the extension of a Renaissance Zone in the City of Mandan with the tax exemptions and credits as provided for in the Renaissance Zone Act.

**A RESOLUTION FOR THE EXTENSION OF A RENAISSANCE ZONE IN THE
CITY OF MANDAN**

WHEREAS, the City of Mandan recognizes the need to encourage investment within a defined geographic area of its jurisdiction that needs to be revitalized, and

WHEREAS, The Renaissance Zone Act (North Dakota Century Code (N.D.C.C.) ch. 40-63) authorizes cities to apply to the Division of Community Services (DCS) for the designation of an area within their respective political boundaries as a Renaissance Zone and, as a precondition of such application, to enact a resolution which provides within the designated and approved Renaissance Zone state income tax and local property tax exemptions, historical tax credits, and, if applicable, investment tax credits in a Renaissance Fund Organization, which resolution will be contingent upon DCS approval of the application, and

WHEREAS, enactment of such exemptions and credits will result in improving the economic, physical, and social conditions with the proposed Renaissance Zone, and

WHEREAS, the City of Mandan is participating in an application to the DCS seeking approval of a Renaissance Zone.

NOW, THEREFORE, BE IT RESOLVED by the City of Mandan, that, contingent upon DCS approval of the city's Renaissance Zone application, the city will approve the tax exemptions and credits provided for in the Renaissance Zone Act.

ENACTED by the Mandan Board of City Commissioners of the City of Mandan, North Dakota, this __ day of _____ 2025.

James Froelich, Mayor

Attest:

James Neubauer, City Administrator



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 28, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
Justin Schulz, Assistant Finance Director
SUBJECT: Preliminary 2026 Budget

STATEMENT/PURPOSE:

To approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 adopting the preliminary 2026 Budget.

BACKGROUND/ALTERNATIVES:

The Budget & Finance Committee consists of the following members:

- > Jim Froelich, Mayor (Finance Portfolio)
- > Jim Neubauer, City Administrator
- > Greg Welch, Finance Director
- > Justin Schulz, Assistant Finance Director

During 2025, the City Commission conducted several working sessions with department managers to review and discuss the City's long-term plans (2026 to 2030) for personnel, machinery & equipment, public facilities, and infrastructure. The Budget & Finance Committee reviewed, discussed, and presented funding recommendations to the City Commission for the City's long-term plans.

May 2025 – Department managers submitted operating budget worksheets to the finance department.

June 2025 – Finance department reviewed and updated the revenue, expense, and fund balance projections for the 2025 Budget.

July 2025 – Budget & Finance Committee reviewed and discussed recommendations for the preliminary 2026 Budget.

August 5, 2025 – City Commission to approve the introduction and first consideration,

Subject: Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026, and making the annual tax levy for the year 2025

Page 2 of 3

and call for a public budget hearing of Ordinance No. 1473 adopting the preliminary 2026 Budget.

On or before August 11, 2025 – City to provide a notice of the public budget hearing date to the Morton County Auditor.

September 16, 2025 – City Commission to conduct a public budget hearing at 6:00 p.m.

October 7, 2025 – City Commission to approve the second and final consideration of Ordinance No. 1473 adopting the final 2026 Budget and making the annual tax levy for the year 2025.

On or before October 10, 2025 – City to submit a certified copy of the levy as adopted and a certified copy of the final 2026 Budget to the Morton County Auditor.

The preliminary 2026 Budget will be posted on the City's website at cityofmandan.com.

ATTACHMENTS:

1. Ordinance No. 1473

FISCAL IMPACT:

- > Expenses = \$41.3M
- > Transfers = \$12.6M
- > City property taxes levied = \$9.0M

The increase in property taxes for a residential property valued at \$300,000 plus a 3.5% (average) valuation increase and based on the City's projected mill rate = \$8 or \$3 per \$100,000 in valuation.

STAFF IMPACT:

The City's annual budget process is coordinated by the finance department under the direction of the Budget & Finance Committee.

LEGAL REVIEW:

The City is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION:

To approve the introduction and first consideration, and call for a public budget hearing

Subject: Consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026, and making the annual tax levy for the year 2025

Page 3 of 3

of Ordinance No. 1473 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026, and making the annual tax levy for the year 2025.

SUGGESTED MOTION:

I move to approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1473 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026, and making the annual tax levy for the year 2025.

ORDINANCE NO. 1473

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2025.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA:

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2026, and ending December 31, 2026.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES & BENEFITS	OPERATIONS & MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 14,815,335	\$ 4,622,520	\$ -	\$ 700,392	\$ 20,138,247	\$ 26,044
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,973
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 171,745	\$ -	\$ -	\$ 171,745	\$ -
CEMETERY FUND	\$ 108,817	\$ 56,850	\$ -	\$ -	\$ 165,667	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 76,187	\$ -	\$ -	\$ 76,187	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 4,550	\$ -	\$ -	\$ 4,550	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 195,000	\$ -	\$ -	\$ 195,000	\$ 3,765,400
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 273,198	\$ -	\$ -	\$ 273,198	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 241,213	\$ -	\$ 241,213	\$ -
0.5% CITY SALES TAX FUND	\$ -	\$ 792,080	\$ -	\$ 245,700	\$ 1,037,780	\$ 452,405
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ 820,634	\$ 820,634	\$ 150,352
MANDAN GROWTH FUND	\$ 258,318	\$ 77,100	\$ -	\$ -	\$ 335,418	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -
HEALTH & SAFETY FUND	\$ -	\$ 127,400	\$ -	\$ -	\$ 127,400	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 67,525	\$ -	\$ 67,525	\$ 12,640
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 6,154,298	\$ -	\$ 6,154,298	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 134,050	\$ -	\$ -	\$ 134,050	\$ -
WATER & SEWER UTILITY FUND	\$ 2,418,886	\$ 2,040,200	\$ 3,148,640	\$ 289,800	\$ 7,897,526	\$ 6,840,000
SOLID WASTE UTILITY FUND	\$ 451,609	\$ 2,444,050	\$ -	\$ -	\$ 2,895,659	\$ -
STREET LIGHT UTILITY FUND	\$ -	\$ 326,000	\$ -	\$ -	\$ 326,000	\$ -
CITY SHOP FUND	\$ -	\$ 192,300	\$ -	\$ -	\$ 192,300	\$ -
TOTAL	\$ 18,052,965	\$ 11,534,230	\$ 9,611,676	\$ 2,056,526	\$ 41,255,397	\$ 12,607,814
MORTON MANDAN PUBLIC LIBRARY	\$ 965,468	\$ 236,220	\$ -	\$ 4,000	\$ 1,205,688	\$ 20,000
MANDAN AIRPORT AUTHORITY	\$ 132,800	\$ 175,900	\$ 105,595	\$ 1,017,895	\$ 1,432,190	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2025 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 7,267,820
CITY SHARE OF SPECIAL ASSESSMENTS FUND	\$ 79,935
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 285,012
MORTON MANDAN PUBLIC LIBRARY	\$ 767,994
MANDAN AIRPORT AUTHORITY	\$ 568,594
TOTAL	<u>\$ 8,969,355</u>

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 5, 2025
Second Consideration: October 7, 2025
Final Passage and Adoption: October 7, 2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 29, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Second Consideration of Ordinance 1470, a zone change from CB - Commercial to RMH - Residential Mobile Home Park District for Lots 3-6, Block 2, Meadowlands Addition.

STATEMENT/PURPOSE:

Second Consideration of Ordinance 1470, a zone change from CB - Commercial to RMH - Residential Mobile Home Park District for Lots 3-6, Block 2, Meadowlands Addition.

BACKGROUND/ALTERNATIVES:

The first reading and public hearing of this item was approved at the July 15, 2025 City Commission agenda.

ATTACHMENTS:

1. Ord. 1470

FISCAL IMPACT:

N/a

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the second

City Commission

Agenda Documentation

August 5, 2025

Subject: Second consideration of Ordinance 1470, a zone change from CB - Commercial to RMH - Residential Mobile Home Park District for Lots 3-6, Block 2, Meadowlands Subdivision

Page 2 of 2

consideration of Ordinance 1470.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1470.

ORDINANCE NO. 1470

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

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Industrial; and

WHEREAS, Adjacent properties to the north and south is zoned CB – Commercial, to the west zoned LSMHS – Trailer Park Subdivision; and to the east MA – Heavy Commercial/Light Industrial. RMH – Residential Mobile Home Park zoning would be appropriate; and

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

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOTS 3-6, BLOCK 2, MEADOWLANDS SUBDIVISION IN SECTION 26, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 3.07 ACRES, MORE OR LESS.

- shall be removed from the CB – Commercial District and shall be included in the RMH – Residential Mobile Home Park District.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

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

June 23, 2025
July 15, 2025
August 5, 2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 29, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Second Consideration of Ordinance 1471, a zone change from RM - Residential to PUD - Planned Unit Development for Clover Grove.

STATEMENT/PURPOSE:

Second Consideration of Ordinance 1471, a zone change from RM - Residential to PUD - Planned Unit Development for Clover Grove.

BACKGROUND/ALTERNATIVES:

The first reading and public hearing of this item was approved at the July 15, 2025 City Commission agenda.

ATTACHMENTS:

1. Ord. 1471

FISCAL IMPACT:

N/a

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the second consideration of Ordinance 1471.

City Commission

Agenda Documentation

August 5, 2025

Subject: Second consideration of Ordinance 1471, a zone change from RM - Residential to PUD - Planned Unit Development for Clover Grove

Page 2 of 2

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1471.

ORDINANCE NO. 1471

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

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Low Density Residential; and

WHEREAS, the existing zoning on the subject property is RM- Residential District and the Low Density Residential designation on the Land Use Plan stems from surrounding uses, topography and access in the area. The transition of RM- Residential to PUD is supported due to the proposed PUD master plan supporting lower density development than the existing zoning district would allow, which is only slightly higher than the density required by the Low Density Residential Land Use Designation.

WHEREAS, Clover Grove, will be zoned and defined as a PUD as the overlay zoning with RM- Residential District as the underlying zoning. Housing types are limited to single family attached (twin/town/row homes) and single family detached homes/

WHEREAS, Clover Grove will be developed in 2 phases, as will be required to be defined in the master plan and phasing map. Phase 1 will be zoned as PUD. Phase 2 will initially be defined as a superblock, requiring the developer to submit a final plat and PUD amendment following the master plan submitted with the plat of Phase I.

WHEREAS, all residential lots shall be governed by the setbacks and density as described in the attached PUD Master Plan.

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

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

A TRACT OF LAND BEING A PART OF GOVERNMENT LOT 2 OF SECTION 3, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF SECTION 3, T138N-R81W; THENCE SOUTH 00°08'57" WEST ALONG THE WEST BOUNDARY LINE OF SAID GOVERNMENT LOT 2 FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 19TH STREET SE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; THENCE NORTH 89°33'41" EAST FOR 589.17 FEET; THENCE SOUTH 00°26'21" EAST FOR 25.00 FEET; THENCE NORTH 89°33'39" EAST FOR 185.27 FEET TO THE NORTHWEST CORNER OF MACEDONIA HILLS 1ST ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE ALONG

THE WEST BOUNDARY LINE OF SAID MACEDONIA HILLS 1ST ADDITION THE FOLLOWING FIVE (5) COURSES; THENCE SOUTH 00°10'21" EAST FOR 392.58 FEET; THENCE SOUTH 89°36'59" WEST FOR 114.88 FEET; THENCE SOUTH 00°10'41" EAST FOR 267.89 FEET; THENCE SOUTH 89°33'09" WEST FOR 95.14 FEET; THENCE SOUTH 00°12'37" EAST FOR 264.07 FEET TO THE NORTHEAST CORNER OF OUTLOT "A" OF SAID GOVERNMENT LOT 2; THENCE NORTH 89°57'15" WEST ALONG THE NORTH BOUNDARY LINE OF SAID OUTLOT "A" FOR 570.05 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE WEST BOUNDARY LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 00°08'57" EAST ALONG SAID WEST BOUNDARY LINE FOR 944.67 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 14.82 ACRES, MORE OR LESS.

Said tract encompasses proposed Clover Grove Development in the City of Mandan, Morton County, North Dakota.

Said tract shall be removed from the RM Residential District and be included in the PUD District (Planned Unit Development) **with the following conditions and restrictions:**

- a. Single-Family Detached or Two- Family Duplex Residential are permitted.
- b. Model Home Complex and Sales Office.
- c. Public Park, Recreation Amenities and Public Parking.
- d. Single-Family Detached Residential requirements:
 - 20' minimum Front and Rear Yard Setback
 - 5' minimum Side Yard Setback
 - 50% maximum lot coverage.
 - Lot area is minimum 4,500 square feet.
 - Maximum building height is two stories.
 - Minimum of two parking spaces per lot (in-garage).
- e. Two-Family Duplex Residential requirements:
 - 30' minimum Front Yard Setback
 - 5' minimum interior Side Yard Setback
 - 20' minimum Rear Yard Setback
 - 50% maximum lot coverage
 - Lot area is minimum 3,000 square feet
 - Maximum building height is two stories
 - Minimum of two parking spaces per lot (in-garage).
- f. Any signage proposed within the PUD area will conform with the Mandan Code of Ordinances, Section 105-1-15.
- g. Home design and architectural feature packages are submitted to the Mandan Architectural Review Committee for evaluation.
- h. Each lot or parcel of land shall be landscaped within one year of issuance of a certificate of occupancy or within two years of issuance of a building permit, if a certificate of occupancy has not been issued according to Section 105-1-14. Trees, shrubs, perennials, and related landscape amenities may be added at the discretion of the developer to contribute to the overall curb appeal of the development.

- i. Lighting (Internal Downward Nocturnal Illumination) Internal downward nocturnal illumination shall be provided and installed to provide safety and security on the new segment of public local street which connects to 19th Street SE. There is no existing streetlighting system along 19th Street. Funding to install and procure the lights may be provided by a Special Assessment District per City of Mandan Ordinance.
- j. Fencing or walls for privacy purposes are optional and may be included at the discretion of the developer.
- k. Recreational sport courts, gathering space, play areas and open turf elements are all planned to be incorporated in the final park design in accordance with the recommendations of Park District representative. Open space common areas within the residential subdivision will be landscaped and maintained by the future Homeowners Association.
- l. A Homeowners Association (HOA) will be formed for the purpose of maintaining common areas, landscaping, snow removal, and future infrastructure maintenance and repair. The HOA Board of Directors shall be solely responsible for hiring professional companies to perform all required maintenance and other HOA responsible items. A capital improvement fund shall be created and funded by Homeowners to provide future reserves for all capital improvements needed by the HOA for repairs and maintenance, and for other community enhancements, maintenance, and/or repairs that should arise.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

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

June 23, 2025
July 15, 2025
August 5, 2025



City Commission

Agenda Documentation

MEETING DATE: August 5, 2025
PREPARATION DATE: July 29, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Second Consideration of Ordinance 1472, a zone change from CB - Commercial to R7 - Residential for Lot 2, Block 1, Schaff Estates 3rd Addition.

STATEMENT/PURPOSE:

Zone Change from CB - Commercial to R7 - Residential for Lot 2, Block 1, Schaff Estates 3rd Addition.

BACKGROUND/ALTERNATIVES:

The first reading and public hearing of this item was approved at the July 15, 2025 City Commission agenda.

ATTACHMENTS:

1. Ord. 1472

FISCAL IMPACT:

N/a

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the second consideration of Ordinance 1472.

SUGGESTED MOTION:

City Commission

Agenda Documentation

August 5, 2025

Subject: Second consideration of Ordinance 1472, a zone change from CB - Commercial to R7 - Residential for Lot 2, Block 1, Schaff Estates 3rd Addition

Page 2 of 2

I move to approve the second consideration of Ordinance 1472.

ORDINANCE NO. 1472

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

WHEREAS, Adjacent properties are zoned a mix of CB – Commercial and Ag – Agriculture. R7 - Residential zoning would be appropriate; and

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

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOT 2, SCHAFF ESTATES 3RD ADDITION IN SECTION 7, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 2.84 ACRES, MORE OR LESS.

- shall be removed from the CB – Commercial District and shall be included in the R7 – Residential.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
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June 23, 2025
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